

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10291

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 EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE AN ELEVATOR MAINTENANCE AGREEMENT WITH EASTERN ELEVATOR SERVICE AND SALES COMPANY.

WHEREAS, the City has recognized a need to confirm an Agreement for elevator maintenance services in a full elevator maintenance program of the City's elevator system(s); and

WHEREAS, the City desires to enter into an agreement with Eastern Elevator Service and Sales Company for these purposes; and

WHEREAS, the Agreement provides for an initial 5-year term subject to automatic renewal for an additional 5 year term in accordance with the notice terms outlined within the Agreement, and provide for payment in the amount of \$2,990.00 per month, with a guaranteed maximum rate increase not to exceed 2% per year for the first 5 years and 3% per year for each of the 5 remaining years of the contract term.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown that the Interim City Manager and/or his designee is hereby authorized and directed to execute and take any/all actions necessary to effectuate an Agreement for elevator maintenance services with Eastern Elevator Service and Sales Company on the terms and conditions outlined above and further within said Agreement.


ADOPTED:

May 13, 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. **10291** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



EASTERN ELEVATOR SERVICE & SALES COMPANY

Corporate Office: 518 Verla Drive ~ P.O. Box 158, Windber, PA 15963

*(800) 388-8350 * (814) 467-8350 * FAX (814) 467-5034

Pennsylvania, Maryland, Ohio, Virginia & West Virginia

www.easterelevator.com



Elevator Maintenance Agreement/Program Full Maintenance

Article 1 – Basic Provision

This Elevator Maintenance Agreement (this “Agreement” is made by and between **Eastern Elevator Service & Sales Company, Inc., (the “Company”)** a Pennsylvania corporation, with an office address at 518 Verla Drive, P.O. Box 158, Windber, PA 15963, (herein “Company”), and **City of Johnstown**, having a mailing address at **401 Main Street, Johnstown, PA 15901** (the “Owner”).

In consideration of mutual covenants contained herein, and other good valuable consideration, the sufficiency of which is hereby acknowledged, Responsible Party and Company agree as follows:

Quotation Number: City of Johnstown-3870.Rev 1

Origination Date: May 7, 2020

Commencement Date: Contract start date shall be the last date depicted on the signature page to this Contract after both Eastern Elevator Service & Sales Company and the contracting party sign the Agreement and any/all modifications have been initialed/dated by both parties.

Owner’s Contact: Mr. Jared Campagna

Owner’s Authorized Representative:
(Name of Responsible Party)

Address for Notices City of Johnstown - Department of Finance

Street: 401 Main Street, Room 104-City Hall

City: Johnstown

State: PA

Zip: 15901

Article 2 – Scope of Work

Company shall maintain elevator(s) as listed on Exhibit A Maintenance Schedule, per the terms herein (the “Work”) located at the address listed under Location of Elevator(s) (the “Premises”).

2.1 Preventive Maintenance

Company will perform **monthly** examinations, lubrications, adjustments and cleaning of the elevator system and components per Company’s established procedures and OEM (Original Equipment Manufacturer) standards. At Company’s option and cost, Company may repair or replace, due to ordinary wear and tear, the following components contained within the elevator system(s) covered under this Agreement:

Hoist machines including worm and ring gears, bearings and seals	Governor Ropes and their fastenings	Resistors and transistors
Machine brakes including coils, linings, shoes and pins	Car and counterweight safeties	Solid state panels
Hoist motors	Limit switches	Car and hall signal fixtures
Motor generator(s) including brushes, commutators and windings	Landing, leveling and slow down switches	Guide shoe gibs or rollers
Coils	Hydraulic pumps and motors	Buffers
Solid state motor drives	Hydraulic fluid *See Exclusions	Door operating components
Load weighing and dispatching devises	Hydraulic valve(s)	Hatch door interlocks and contacts
Drive, deflector and compensating sheaves	Packing and seals for hydraulic pistons *See Exclusions	Gate switches
Overspeed governors	Mufflers and silencers	Anti-creep devices
Hoist ropes and their fastenings	Controls, selector, dispatching and relay panels	Door protection components
Control cables	Contacts and relays	Operating buttons and switches
Travel cables	Rope gripper(s)	Life jacket(s)

2.2 Additional Provision

This service includes the following:

- Re-lamp all elevator signals, only during regularly scheduled visits.
- Periodically clean and lubricate, as conditions warrant, of the hoistway equipment, including rails, door hangers, car tops, hoistway switches and buffers.
- Make replacements, adjustments and repairs to equipment required due to ordinary wear and tear, except as noted in Article 2.4 and Article 2.5.
- Perform required tests, per Article 2.11.
- Provide emergency callback service, per Article 2.10.

2.3 Prorated Equipment: To provide immediate service, Company accepts the following worn parts, which will soon need replacement, with the understanding that Owner and/or Owner’s Authorized Representative must pay a prorated amount of the total price for each item (as listed) at the time the item(s) are first replaced:

None

2.4 Exclusions: This agreement does not include any parts not listed in Articles 2.1, 2.2 and 2.3 above. Excluded parts include, but not limited to the following:

Cylinders and pistons	Cover plates for signal fixtures	Air conditioning and heating systems
*Packing and seals for hydraulic telescopic or inverted cylinder assemblies	Mainline power switches and fuses	Smoke and heat sensors
Casings, pipe, pipe fitting and buried piping located below ground	Breakers and feeders to elevator/unit control equipment	Car enclosures (including panels, doors, ceilings, diffusers, light tubes and bulbs, card readers, key switches, key pads, handrails, mirrors, carpets and applied floor coverings)
Contaminated Oil	Batteries/battery powered equipment	Emergency car lights
Conduit	Computers, servers, and remote monitoring components	Telephone(s) or line(s) and/or connections to elevator controller
Rust, corrosion, moisture or water damage	Proprietary software or components	Emergency telephone monitoring
Doors, frames and sills	Software upgrades	Running upon arrival
Hoistway gates	Music systems	Expedited shipping charges
Hydraulic fluid (complete fluid change)	Communication systems	Expedited permits or inspections
*See 2.5.e		
Swing door hardware	Security systems	

2.5 Additional Exclusions:

- Callbacks and/or damages caused by fluctuations in the rated voltages, electrical power surges, spikes, brown outs, or lighting storms.
- Independent Inspector fees, re-inspection fees, or any other State mandated fees.
- Repair, replacement or adjustments of any parts due to vandalism, abuse, water, accidents, storms, fire department misuse, general misuse, obsolescence (Article 2.6) and/or proprietary equipment/tools (Article 2.7).
- Pre-existing issues/deficiencies, that the Company does not agree to correct, as noted in Article 2.3.
- Company will periodically recommend the hydraulic oil reservoir be drained, cleaned and new hydraulic fluid be installed. Company will submit pricing to the Owner and/or Owner Authorized Representative for approval.

2.6 Obsolete Components: Company will use commercially reasonable efforts to repair or replace obsolete components covered by this Agreement. If a component covered hereunder is deemed obsolete, Company will not be responsible for the cost of upgrading said component. Company will provide a written estimate to Owner and/or Owner Authorized Representative to replace obsolete component. When an obsolete component has been replaced by Company, the new component will then be covered under this Agreement, as applicable. Obsolete is defined as any component that is no longer available as a direct replacement but must be significantly modified to adapt to the present system, or a direct replacement component that is no longer manufactured and must be custom made or fabricated. A credit will be issued for the depreciated cost of the obsolete part, provided the obsolete component is covered under this Agreement, Owner and/or Owner's Authorized Representative shall be responsible for the cost difference between the new component and the depreciated cost of the obsolete component.

2.7 Proprietary Components: If any equipment covered under this Agreement malfunctions because of a proprietary design in a component or component's technical support is unavailable to the Company relative to a repair, Owner and/or Owner's Authorized Representative shall secure and pay for repair service from the Original Equipment Manufacturer (OEM). Company shall not be responsible for any repair cost associated with the repair of a proprietary component of which the part or technical support is not available to them.

2.8 Additions: Company is not required by terms herein to install additional features and/or new attachments on the equipment as directed or recommended by insurance companies, or government, state, municipal, or other authorities without compensation for same.

2.9 Wiring Diagrams: Owner and/or Owner's Authorized Representative must provide Company one (1) complete set of wiring diagrams, which are required for the proper maintenance and repair of all elevator control systems covered herein, upon the mutual execution of this Agreement.

2.10 Emergency Services: This Agreement will include all covered emergency callbacks on a straight time basis with one (1) Technician on the job site. Travel time and auto expenses are included under this Agreement, with the exception of work not covered by this agreement, non-regular working hours, and observed holidays which will incur additional charges. All work shall be performed during Company's regular working hours at its standard wage rates between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except for observed holidays. If Owner and/or Owner's Authorized Representative requests examinations, adjustments, or repairs to be made on non-regular working hours, Owner and/or Owner's Authorized Representative will be invoiced at standard straight time rate wage rates for all on-job-site time incurred. Overtime rates and mileage charges apply for technician travel to and from the job site for non-regular working hours and observed holidays.

A callback is a request from the Owner and/or Owner's Authorized Representative to Company to go to a specific piece of equipment to correct any problem or condition which needs attention before Company's next scheduled preventive maintenance visit.

2.11 Testing: State laws require mandatory safety and/or pressure testing of the elevator(s) covered under this Agreement. Company will track and notify the Owner and/or Owner's Authorized Representative prior to the anniversary date of any required mandatory test. As part of this Agreement price, Company will include all State mandated safety/pressure tests. Company will furnish the necessary tools, calibrating instruments, weights and labor to complete testing. Company will attach proper tags to the elevator certifying the test complies with the standards of the Department of Labor and Industry.

- a. *Authorized Witness, If Required:* All safety tests witnessed by the Authority Having Jurisdiction (AHJ) of the test or by persons authorized by said AHJ, namely a State Certified Inspector, will be responsible for filing the necessary forms with the AHJ indicating the results of the test.
- b. *Third-Party Inspectors:* The Owner and/or Owner's Authorized Representative is responsible to secure and pay all third party inspector fees for all State mandated tests. The Company will provide assistance in the scheduling and coordination of these tests at a nominal fee.
- c. *Responsibility of Performance:* The Company will not be responsible for the performance of the equipment until the Company has performed their "first test" to their satisfaction.
- d. *Assumption of Liability:* The Company does not assume any liability and/or responsibility for the operation of the governor or safeties on traction and roped-hydraulic units or the hydraulic system on hydraulic and roped-hydraulic units during the performance of testing. Due to unusual stresses placed on the equipment, safeties, governors, and building, the Company will not be liable for any damages that may occur as a result of said test(s).

In the event any damage occurs to the elevator equipment as a result of these tests, the Company will provide Owner and/or Owner's Authorized Representative with a written estimate to complete all said repairs prior to any work being performed. All repairs under these conditions will be completed on a time and material basis. The Owner and/or Owner's Authorized Representative will be liable for any/all third party inspector fees incurred as noted in Article 2.11.b.

- e. *Additional Testing:* Additional testing charges may be billable to the Owner and/or Owner's Authorized Representative if additional testing time is required over and above two (2) hours per unit to properly complete the test for any reason beyond the control of the Company, the Owner and/or Owner's Authorized Representative Party will be will be invoiced for all cost incurred for all future attempts to successfully complete the test.

2.12 Firefighter's Service: If the elevator(s) have firefighter's service, Owner and/or Owner's Authorized Representative is responsible for performing tests, recording all Code-required tests, and the smoke and/or heat detectors maintenance and functioning, regardless of same. Company will assist in the scheduling and performance of these test at their current standard billing rates at the time the test is performed.

Owner and/or Owner's Authorized Representative is responsible for all costs associated with the repairs necessary to bring the elevator(s) into compliance with applicable firefighter service Codes. Company is not responsible for any firefighter's service or maintenance.

2.13 Mainline Disconnects: Owner and/or Owner's Authorized Representative shall engage a qualified electrician to service the elevator mainline disconnect located in the elevator equipment room at least one (1) time per year.

2.14 Unsafe Conditions: If at any point, Company determines any equipment is unsafe, Company will lock or tag out said equipment until proper repairs can be schedule and completed. If the Owner and/or Owner's Representative elects not to allow Company to lock or tag out said equipment the Company will be released from and/all liability that may occur during use of the equipment until proper repairs are completed.

2.15 Safety Data Sheets (SDS): Company will furnish to Owner and/or Owner's Authorized Representative approved Safety Data Sheets, relative to all cleaning solvents, lubricants, oils, greases, and paints used during the performance of the elevator preventive maintenance. Applicable Safety Data Sheets are available under "Safety" at the Company's website www.easternelevator.com.

Article 3 – Modifications or Change in Work

If Owner and/or Owner's Authorized Representative requires and/or requests repairs to be made or items installed on the Premises that are not covered under this Agreement, Company shall be given the opportunity to submit a written proposal to complete said work. If Owner and/or Owner's Authorized Representative approves said proposal, Company will perform the work pursuant to the separate proposal.

Article 4 – Third Party Work

During the Term of the Agreement, no work may be performed on any elevator equipment covered hereunder by any person or entity other than the Company, without the Company's express written consent. In the event of a major repair not covered by this Agreement and for work in which Owner and/or the Owner's Authorized Representative deems necessary to secure bids, Company shall be given the right, at its option, to match the lowest bid price of any competitor or permit the competitor to do the work without violating this Agreement.

Article 5 – Term Commencement and Maintenance Schedule

5.1 Commencement Date: The Company will begin the Work and the term of this Agreement will begin on the Commencement Date as noted in Article 1, Basic Provision. The "Initial Term" of this agreement will be for **Five (5)** year(s), subject to automatic renewals for additional **Five (5)** year terms (Renewal Terms) (together with the Initial Term, the Term), unless written notice of non-renewal is provided per Article 17.

5.2 Maintenance Schedule: The Company shall perform the Work on the elevator(s) or elevator system(s) located on the premises according to Exhibit A, which is incorporated herein by reference.

5.3 Periodic Performance Review: Elevators covered under this Agreement that were not originally installed by the Company will be subject to a periodic performance review during the first year of coverage as provided under this Agreement. Upon completion of said review, Owner and/or Owner's Authorized Representative will receive written notification of Company's intent to renegotiate this Agreement, if deemed necessary by the Company in its sole discretion. If Owner and/or Owner's Authorized Representative and Company are unable to agree to terms that are mutually satisfactory, this Agreement will be terminated per Article 17.

5.4 Performance Guarantee: In the event the Owner and/or Owner's Authorized Representative is dissatisfied with the performance of the Company as outlined under the terms of this Agreement, Owner and/or Owner's Authorized Representative will notify the Company, in writing, of their complaint. Company will then have thirty (30)-days to correct, respond and/or take corrective action to resolve said complaint. If the Company fails to correct the problem to the satisfaction of the Owner and/or Owner's Authorized Representative, this Agreement will be terminated and all balances due will be payable immediately. All complaints by the Customer concerning performance must be reasonable and of a valid nature. This clause will be in effect for the entire initial term and any subsequent terms of this Agreement.

Article 6 – Initial Contract Amount

Owner and/or Owner's Authorized Representative agrees to pay the Company **Thirty-Five Thousand Eighty Hundred Ninety & 80/100 Dollars (\$35,890.80)**, (total of installments for the first contract year of the term, per Article 7.1) less applicable incentive discounts for the work performed as described herein. This Contract Amount is subject to reconsideration and adjustment at the end of each year during the Term based on the cost of labor and materials prevailing at the time of reconsideration. **Guaranteed maximum rate increase not to exceed 2% per year for each remaining year of the five (5) year term.**

Article 7 – Payments, Invoicing, and Fees

7.1 Initial Payments: All payments are payable, without demand, for the first twelve (12) months of the **60** month (total installment term) with monthly installments of **Two Thousand Nine Hundred Ninety & 90/100 Dollars (\$2,990.90)**, due on the 1st of the month. Payments shall begin within thirty (30) days after the Commencement Date. Payments shall be made to Eastern Elevator Service & Sales Company, Inc., 518 Verla Drive ~ PO Box 158, Windber, PA 15963. **Owner shall receive two (2) months of credit equal to two (2) current monthly invoice amounts of \$2,990.90. The discount will be applied to the first monthly billing cycle of each of the first two (2) year(s) of the five (5) year term.**

7.2 Taxes: If applicable, Owner and/or Owner's Authorized Representative must pay, in addition to the Contract Amount, any tax (including sales tax) based on the services provided hereunder imposed by law.

7.3 Third Party Fees/Agreements: Owner and/or Owner's Authorized Representative must pay, in addition to the Contract Amount, any subsequent fees incurred by the Company such, as but not limited to, Owner and/or Owner's Authorized Representative safety and/or account management requirements. Submission of this agreement implies no acceptance of any general, special, or any additional terms/conditions of purchase orders and/or other agreements to which Company is not signatory.

7.4 EPP Charge: In addition, as a part of this Agreement, Company shall impose an EPP (Environmental Protection Plan) surcharge on a per location per elevator basis.

7.5 Credit Card Transaction Fee: A 3% transaction fee will be added to credit card payments.

7.6 Untimely Payments: A service charge of 1.5% per month or the highest legal rate, whichever is more, shall apply to all amounts past due for more than thirty (30) days. If payment is past due by sixty (60) days or more, is not in dispute, and other arrangements have not been made for payment, Company may: 1) suspend all service upon five (5) days' written notice to Owner and/or Owner's Authorized Representative until all amounts due have been paid in full and/or 2) declare all sums as determined herein for the unexpired Term of this Agreement due immediately and terminate this Agreement per the terms herein. If Company elects to suspend service under Section 7.1 above, Company is not liable for damages or injuries of any kind to persons or property, including claims for lost profits of lost business, from the result of equipment failure caused by a lack of preventive maintenance due to the coverage suspension.

7.7 Returned Check Fee: Owner and/or Owner Authorized Representative shall be assessed a charge of twenty-five dollars (\$25.00) for each check returned for any reason plus any applicable bank processing fees.

7.8 Collection Proceedings: If a collection proceeding is initiated to collect unpaid amounts due, Owner and/or Owner's Authorized Representative shall pay all court costs, attorneys' fees, interest accrued, and any additional fees arising from the collection proceeding.

Article 8 – Insurance

The Company shall provide its standard limits of coverage for General Liability, Automobile Liability, Excess/Umbrella Liability, and Workers Compensation and Employers' Liability during the Term of this Agreement. The Company shall provide Owner and/or Owner's Authorized Representative with a Certificate of Insurance naming them as a Certificate Holder. If Owner and/or Owner's Authorized Representative requests additional coverage, a higher limit, or to be named as an "Additional Insured," Owner shall be charged for any/all additional premium costs incurred by Eastern Elevator to provide same. In the event "Additional Insureds" are required, it is agreed that acts, omissions or negligence of any Additional Insureds is not included.

Article 9 – Insured's Release

The Company and Owner and/or Owner's Authorized Representative mutually agree that if either party suffers a loss covered by insurance carried or required to be carried by them respectively, the party carrying or required to carry such insurance hereby will release the other from any and all claims with respect to such loss to the extent of the insurance coverage. The release in this Article will only apply to the extent the insurance carried or required to be carried provides recovery.

Article 10 – Indemnification

From and after the Commencement Date, Owner and/or Owner's Authorized Representative shall indemnify and defend Company and save it harmless from and against any suits, actions, damages, claims, judgements, costs, liabilities and expenses in connection with loss of life bodily or personal injury or property damage arising from, or out of, any occurrence in, upon, at or from the Premises, or the occupancy or use by Company of the Premises, or any part thereof, or occasioned wholly, or in part, by any act or omission of Owner, its agents, or employees. This indemnity obligation must not be limited by the provisions of any Workers' Compensation Act or other similar statute. Owner and/or Owner's Authorized Representative indemnification obligations shall not be limited by the provisions of any Workers' Compensation Act or similar statute.

Article 11 – Liability for Elevator Failures or Damages

Due to the complex systems that make up elevator controls, the failure of these systems at any time could cause a malfunction of the elevator's normal operation. The Company is not liable for any damages, injuries, or any claim resulting from an elevator system malfunction that occurred in the elevator's normal course of use. The Company and/or its officers, directors, and employees shall not be held liable for accidents to persons or property, caused by any elevator, except for injuries that are directly due to the negligent acts or omissions of the Company and/or its officers, directors, and employees.

Article 12 - Notice to Eastern Elevator

Owner and/or Owner's Authorized Representative must provide written notice to the Company of any accident in or about the elevator(s) explaining said accident in detail within twenty-four (24) hours, and if required by law, to any local authorities.

Article 13 - Owner Inspections of Elevator Systems

It is understood and agreed that as Owner and/or Owner's Authorized Representative of the equipment serviced under this Agreement, that the Owner and/or Owner's Authorized Representative is responsible to instruct or warn passengers and Owner's personnel in the proper use of the elevator equipment and to visually inspect the equipment on a regular basis to detect irregularities between scheduled examinations. Owner and/or Owner's Authorized Representative agrees to immediately report to the Company any condition that may indicate the need for corrective action and to immediately shut down the equipment upon detection of any irregularities in operation or appearance of the equipment until the completion of required repairs as dictated by the Company. The Company will instruct Owner and/or Owner's Authorized Representative on the proper procedure to shut down or disable the equipment requiring corrective action.

Article 14 - Safe Work Environment and Protect of Persons and Property

14.1 Hazardous Materials or Substances: If hazardous materials or substances are being used on the Premises, Owner and/or Owner's Authorized Representative must notify Company of the hazardous materials or substances before their arrival and before Company's employees are exposed. Owner and/or Owner's Authorized Representative is responsible for the disposal of all hazardous materials encountered on the Premises.

14.2 Safe Working Environment: Owner and/or Owner's Authorized Representative agrees: to provide Company unrestricted, ready, and safe access to all areas of the Premises; to keep all machine rooms and pit areas free from water, stored materials, and debris; to provide a safe work place for Company's personnel; to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations; to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits; and provide Company's personnel with a safe place in which to work in accordance with OSHA standards.

14.3 Failure to Maintain Safe Work Environment: Company reserves the right to discontinue work at any time, at its sole discretion, if Company's personnel believe, in good faith, that they do not have a safe working environment.

14.4 Correction of Unsafe Conditions: In the event Company's personnel encounter any condition that is deemed unsafe, Company will provide Owner and/or Owner's Authorized Representative with written notification of the unsafe condition(s) and will not return to the Premises or perform any on-site work until written notification has been provided to Company by Owner and/or Owner's Authorized Representative verifying that all safety violations have been corrected. Payment under the terms of this Agreement shall remain in force during the corrective action period.

14.5 Protection of Persons and Property: Both Owner, Owner's Authorized Representative and the Company shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: 1) persons on the Premises; 2) the Premises and adjacent property to the Premises; and 3) materials and equipment.

Article 15 - Exceptions to Contract

15.1 Limitations on Requirements. Company is not required per this Agreement to make:

- a. any tests other than that as specifically set forth herein,
- b. any replacements with parts of a different design or type,
- c. any changes in the existing design of the Elevators,
- d. alter, update, modernize, or install new attachments to any Elevators, whether or not recommended or directed by insurance companies or by governmental authorities,
- e. repairs or replacements necessitated by failures detected during or due to testing of the Elevators or buried or unexposed hydraulic cylinders or piping, or
- f. any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

15.2 Pre-Existing Code and Safety Violations: All elevator code violations and other safety violations that exist on the date the parties enter into this Agreement (Pre-Existing Code Violations) are Owner and/or Owner's Authorized Representative's responsibility. Owner and/or Owner's Authorized Representative must pay to correct all Pre-Existing Code Violations.

If a Pre-Existing Code Violation is not corrected within the first three (3) months after the Commencement Date, Company may cancel this Contract by providing thirty (30) days written notice.

15.3 Elevator Malfunction: If any Elevator is malfunctioning or is in a dangerous condition, Owner and/or Owner's Authorized Representative agrees to notify Company as soon as possible. Until the problem is corrected, Owner and/or Owner's Authorized Representative agrees to remove the Elevator from service and take all necessary precautions to prevent access or use.

15.4 Owner Preservations: Owner and/or Owner's Authorized Representative agrees to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Elevators. Owner and/or Owner's Authorized Representative further agrees to preserve replaced parts.

Article 16 - Limitation of Damages

Notwithstanding any other agreement or provision to the contrary, Eastern Elevator and/or Eastern Elevator's officers, directors and employees are not liable for any indirect, special, or consequential damages of any kind including, but not limited to fines or penalties, loss of profits, loss of rents, loss of good will of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

Article 17 - Termination

17.1 Notice of Termination: Either party may terminate this Agreement at the end of the Initial Term or subsequent Renewal Term by giving the other party at least ninety (90) days written notice to terminate. If proper written notice is not timely sent and served, the Contract will automatically renew.

17.2 Company Termination: Company may terminate this Agreement if 1) payments are not timely made in accordance with Article 6 or 7) Company, Owner and/or Owner's Authorized Representative are unable to renegotiate the terms of this Agreement per Article 5.

17.3 Owner and/or Owner's Authorized Representative Termination: Owner and/or Owner's Authorized Representative may terminate this Agreement if Company breaches any material provision of this Agreement and fails to cure said breach within thirty (30) days of written notice of said breach. However, if said breach cannot be cured within thirty (30) days of written notice of said breach and Company has begun to cure said breach, Owner and/or Owner's Authorized Representative shall not terminate this Agreement so long as Company is diligently pursuing the cure of said breach.

17.4 Lost Profits: If this Agreement is terminated for any reason, including wrongful termination by Owner and/or Owner's Authorized Representative, other than a mutually agreed upon termination, Owner and/or Owner's Authorized Representative shall pay Company an amount equal to Company's lost profits for the remaining Term of this Agreement. Said payment for lost profits shall be made to Company within thirty (30) days of the termination.

Article 18 - Dispute Resolution

18.1 Procedure: Both the Company and Owner and/or Owner's Authorized Representative agree that all Claims, disputes, or other matters in controversy that arise from or relate to the Agreement (hereinafter "Disputes"), are subject to mediation and arbitration in accordance with this Article.

18.2 Mediation: Both the Company and Owner and/or Owner's Authorized Representative agree that all Disputes are subject to mediation administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures. The party requesting mediation must make a written request for mediation to the other party, and the written request must be filed with the person or entity administering the mediation. Both parties will share the mediator's fee and any filing fees equally. The mediation will be held in Somerset County, Pennsylvania, unless the parties agree otherwise. Any agreement reached in Mediation must be enforceable as a settlement agreement in any court with jurisdiction. If Mediation fails, the parties agree to arbitration.

18.3 Arbitration: Either party may demand Arbitration, within thirty (30) days after the date mediation concluded without resolution; or sixty (60) days after mediation has been demanded without resolution.

All Disputes not resolved by mediation will be subject to arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Procedures. A demand for arbitration must be made in writing, delivered to the other party, and filed with the person or entities administering the arbitration. The parties filing the written demand must assert all Disputes then known to that party on which arbitration is permitted to be demanded. The parties agree to a single arbitrator versus a panel of arbitrators unless the value of the claim involves more than \$50,000.00. Arbitration will be held Somerset County, Pennsylvania, unless the parties agree otherwise.

18.4 Prevailing Party Attorneys' Fees: In the event a third party, including an attorney, is retained to enforce, construe or defend any of the terms of this Agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees.

Article 19 – Force Majeure

COMPANY MUST NOT INCUR ANY LIABILITY TO OWNER AND/OR OWNER'S AUTHORIZED REPRESENTATIVE FOR ANY DELAY OR FAILURE BY COMPANY TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT BECAUSE OF WAR, RIOT, NATURAL DISASTER, ACTS OF GOD, ACCIDENT, THEFT, GOVERNMENTAL ACTION, CIVIL DISTURBANCE, COURT ORDER, POWER FAILURE, DELAY OR FAILURE BY ANY MANUFACTURER OR SUPPLIER TO DELIVER MATERIALS, OR ANY OTHER CAUSE BEYOND COMPANY'S CONTROL. COMPANY'S TIME OF PERFORMANCE UNDER THIS AGREEMENT MUST BE EXTENDED FOR DELAY CAUSED UNDER THIS ARTICLE.

Article 20 – Assignment

This Agreement shall not be assigned by either party without the express written consent of the other party. If Owner sells or transfers the Premises, Owner shall assign this Agreement to the new owner of the Premises but only upon the written consent of Company, and the new owner shall be bound by the terms of this Agreement. Company may withhold its written consent, in its sole discretion, if the prospective assignee of this Agreement does not have a financial worth equal to at least the financial worth of the Assignor. This Agreement shall remain in full force and effect unless terminated by Company per Article 17.

Article 21 – Notices

All notices and other communication under this Agreement must be in writing. Any notice to the other party must be served by certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery service, addressed to the other party at the address set forth in Article 1 – Basic Provisions, or to such other address as the other party may designate by written notice. Any notice or communication under this Article will be deemed received on the earlier of three (3) days after the date given to the delivery service or the date on which the notice is received or refuses receipt of the notice.

Article 22 – Entire Agreement

This Agreement contains the entire agreement and understanding between both Company and Owner and/or Owner's Authorized Representative, and this Agreement supersedes any other agreement, Owner and/or Owner's Authorized Representative purchase order, understanding, material or brochure, whether written or oral, relating to the subject matter herein. The Exhibits to this Agreement, attached and referenced herein, are an integral part of this Agreement and are incorporated herein by reference. If there is any conflict between this Agreement and any Exhibit, this Agreement will control.

Article 23 – Article and Section Headings

Article and section headings are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Article 24 – Severability

If any portion of this Agreement is deemed invalid or unenforceable by a court of law, such finding will not affect the validity or enforceability of any other portion of this Agreement. Any invalid provision must be modified to give the original provision's intent.

Article 25 – Governing Law

This Agreement will be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, U.S.A. and jurisdiction shall rest in Somerset County, PA

Article 26 – Waiver and Waiver of Jury Trial

26.1 Waiver: The failure of either party to enforce any of the Agreement's terms, covenants, or conditions or exercise any right to the Agreement will not be construed as a waiver or relinquishment of such term, covenant, or condition or right in future performance.

26.2 Waiver of Jury Trial: The parties hereby expressly, knowingly and voluntarily waive all benefits and advantage of any such right to a trial by jury, and shall not at any time insist upon, or plead or in any manner whatsoever claim or take the benefit or advantage of a trial by jury in any action arising in connection with this agreement

Article 27 – Modifications

This Agreement may not be modified or amended except in writing signed by all parties hereto.

Article 28 – Authority

The Parties hereto have the legal capacity and authority to enter into this Agreement. This Agreement is a valid and legally binding obligation of the Parties and is fully enforceable against the Parties in accordance with its terms.

Article 29 – Acceptance

This Agreement will be subject to change without notice if not accepted within thirty (30) days from date of submission and subject to commencement within six (6) months, unless otherwise agreed. Deviation from either condition may subject the price to escalation.

Article 29 – Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

*By signing below and executing the contract above, the undersigned represents and warrants that he/she has the requisite authority to bind the Owner, as that term is defined in the Agreement, and the signature of the undersigned represents the Owner's acceptance to the Agreement on the terms and conditions contained therein and shall be conclusive evidence of approval by the Owner.

If the undersigned is a Corporation the Secretary is required to attest/witness the Owner's signature.

ATTEST/WITNESS

OWNER*

Owner's Legal Name

City of Johnstown

Printed Name Legal Name

By:

Nancy J. Cushing

By:

[Signature]

Name:

Nancy J. Cushing
Printed Name

Name:

John K. Trant, Jr.
Printed Name

Title:

City Clerk

Title:

Interim City Manager

Date:

May 20, 2020

Date:

May 20, 2020

ATTEST/WITNESS

Eastern Elevator Service and Sales Company, Inc.

By:

By:

Name:

Printed Name

Name:

Joseph W. Huff
Printed Name

Title:

Title:

Contracts Administrator

Date:

Date:

Quotation Number: City of Johnstown-3870.Rev 1

EXHIBIT A – MAINTENANCE SCHEDULE

Quotation Number: City of Johnstown-3870.Rev 1

Building Location:

Account Number	2318
Building Name	Intermodal Transportation Center
Street	Vine & Walnut Street
City	Johnstown
State	PA
Zip	15901
Device #	01
State Registration #	49223
Controller Manufacturer	Hollister Whitney
Type	Traction
Category	Passenger
Device #	02
State Registration #	49223
Controller Manufacturer	Hollister Whitney
Type	Traction
Category	Passenger

Account Number	306
Building Name	City Hall
Street	401 Main Street
City	Johnstown
State	PA
Zip	15901
Device #	01
State Registration #	37143
Controller Manufacturer	Canton
Type	Hydraulic
Category	Passenger

Account Number	309
Building Name	Public Safety Building
Street	401 Washington Street
City	Johnstown
State	PA
Zip	15901
Device #	01
State Registration #	08960
Controller Manufacturer	Westinghouse
Type	Traction
Category	Passenger
Device #	02
State Registration #	08960
Controller Manufacturer	Serge
Type	Traction
Category	Passenger

Account Number	328
Building Name	Main Street East Garage
Street	419 Locust Street
City	Johnstown
State	PA
Zip	15901
Device #	01
State Registration #	35471
Controller Manufacturer	Serge
Type	Traction
Category	Passenger

Account Number	343-01
Building Name	Lincoln Center - Walkway
Street	416 Lincoln Street
City	Johnstown
State	PA
Zip	15901
Device #	01
State Registration #	39078
Controller Manufacturer	Virginia Controls
Type	Traction
Category	Passenger

Account Number	343-02
Building Name	Lincoln Center - Garage
Street	416 Lincoln Street
City	Johnstown
State	PA
Zip	15901
Device #	01
State Registration #	39078
Controller Manufacturer	Virginia Controls
Type	Traction
Category	Passenger

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10292

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 ROOF AND GUTTER RELATED REPAIRS AT CITY HALL.

WHEREAS, the City of Johnstown City administration is in receipt of the results of a structural evaluation completed on City Hall that identified repairs necessary to correct areas of deterioration including, but not limited to restoration of the building roof and gutters;

WHEREAS, the City estimates that the amount of said repairs will require a formal bidding process for purposes of completing the restoration work and wishes to accomplish said work as expeditiously as possible;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to prepare, advertise, and pursue a Request for Proposals for roof and gutter related repair and restoration project at City Hall in Johnstown, Pennsylvania.


ADOPTED:

May 13, 2020

By the following Vote:

Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovich, Rev. King,
Mrs. Mock. (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. **10292** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



2081 Borland Farm Road
Export, PA 15632
P: 724-325-1355
F: 724-387-1354

NAME: Dave Williams
COMPANY: City of Johnstown
PHONE: 814-533-2048
EMAIL: DWILLIMAS@GOJTNW.COM

DATE: 3/24/2020
QUOTATION #: Q-1060-1
PREPARED BY: jessicaz@brynent.com

JOB NAME: Johnstown City Hall exterior restoration including
Masonry, Stone Pointing, Waterproofing, gutters,
cornice and roof BUDGET COST

DESCRIPTION

Quote includes cost to furnish labor material and necessary equipment to perform exterior restoration to Johnstown City Hall Building.

Scope of work as follows:

Roofing Repairs:

1. Properly prepare existing lead coated copper box gutters for new Roof Mate Coating System cost as per enclosed specification for warranty application.
2. Properly prepare existing sheet metal cornice repairs as needed for new Roof Mate Coating System cost as per enclosed specification for warranty application.
3. Perform necessary repairs and materials on existing shingle roof tile.

BUDGET COST: \$ 147,322.00

IMPORTANT NOTICE TO CUSTOMER:

1. The terms of payment for invoices rendered against this order shall be net 10 days from date of invoice. Invoices may be rendered on a "Progress" Basis, and the customer agrees to pay such progress billings in full, in accordance with the terms of payment.
2. The price for work to be performed under this agreement shall be based upon the current prices for material, labor And related items, in effect at the time supplied under this agreement. Further, in the event that this agreement is Executed on a "Price Not to Exceed" basis, the price to the customer shall be the lessor of 1) the limit price quoted, or 2) The actual cumulative building based on the aforementioned current prices.
3. Proposal valid for 30 days from date of proposal.
4. Building Owner responsible for any required permits, cost not included in scope of work.
5. Engineering if required will be billed at hourly rate, not included in above pricing unless noted.

Accepted By: _____
Authorized Customers Signature

Date: _____

Title of Person Signing



2081 Borland Farm Road
Export, PA 15632
P: 724-325-1355
F: 724-387-1354

Masonry Repairs/ Restoration:

Stone Repointing, Caulking and Patching (Entire Building)

1. Re-Point all loose, missing and deteriorated mortar joints. All joints shall have the same color and profile as the existing mortar joints.
2. Rake back all capstone and skyward band joints to $\frac{3}{4}$ inch. Install backer rod and a urethane sealant to match color of surrounding stone.
3. Scale down all deteriorated stone surfaces to a sound substrate. These stones are located at the base of building on Main St. side. Install an architectural patch to match surrounding stone color and profile.
4. Sidewalk protection will be in place

BUDGET COST: \$ 90,160.00

Stone Cleaning and Waterproofing (Entire Building)

1. High Pressure waterblast all stone and mortar joint surfaces free of all dirt, stains and mildew.
2. Apply a Natural Stone Waterproofing to all masonry surfaces.
3. All non masonry surfaces shall be protected.
4. Sidewalk protection will be in place.

BUDGET COST: \$ 54,280.00

IMPORTANT NOTICE TO CUSTOMER:

1. The terms of payment for invoices rendered against this order shall be net 10 days from date of invoice. Invoices may be rendered on a "Progress" Basis, and the customer agrees to pay such progress billings in full, in accordance with the terms of payment.
2. The price for work to be performed under this agreement shall be based upon the current prices for material, labor And related items, in effect at the time supplied under this agreement. Further, in the event that this agreement is Executed on a "Price Not to Exceed" basis, the price to the customer shall be the lessor of 1) the limit price quoted, or 2) The actual cumulative building based on the aforementioned current prices.
3. Proposal valid for 30 days from date of proposal.
4. Building Owner responsible for any required permits, cost not included in scope of work.
5. Engineering if required will be billed at hourly rate, not included in above pricing unless noted.

Accepted By: _____
Authorized Customers Signature

Date: _____

Title of Person Signing



QUICK SPEC

METAL – ROOF MATE

NOTE: The following "Quick Spec" is an abbreviated specification and is not meant to replace the detailed specification. Read the entire 3-Part CSI System Specification prior to starting the project.

Method

- Spray, roller, or brush

Requirements

- Roof must be clean, dry, and tight.
- Adhesion test required to ensure proper adhesion to substrate(s).
- Apply at 50°F (10°C) and rising with no rain or freezing temperatures in forecast for 24 hours.

Application Instructions

1. Tighten and/or replace existing fasteners.
2. Power-wash roof to ensure it is free of dirt, debris, oil, and other contaminants that could negatively affect adhesion. It is recommended to use United Cleaning Concentrate (UCC) to clean the roof. Allow roof to completely dry.
3. Install crickets to divert water and complete other necessary sheet metal repairs.
4. Prime rusty areas with Acrylex 400 Primer or StableRust Rust-Inhibiting Primer. For severe rust, prime area with Lock-Down Primer.
5. Treat seams.
6. Treat all roof penetrations, skylight curbs & rake edges.
7. Encapsulate fasteners.
8. Apply coating per the chart below:

METAL SPECIFICATION									
ROOF MATE - METAL FIELD OF ROOF									
	Product (Choose one)	Coating					Warranty		
		1st Coat	2nd Coat	3rd Coat	Total (Gal/Sq)	DFT*	Limited Warranty	Emerald Pledge	Diamond Pledge
10 Year	Roof Mate & QS	1.50	1.00		2.50	21	Yes	Yes	Yes
	Roof Mate HT	1.50	1.00		2.50	21			
	Roof Mate TCM	1.00	1.00		2.00	19			
15 Year	Roof Mate & QS	1.50	1.00	1.00	3.50	29	Yes	Yes	Yes
	Roof Mate HT	1.50	1.00	1.00	3.50	30			
	Roof Mate TCM	1.75	1.50		3.25	30			
20 Year	Roof Mate & QS	1.50	1.50	1.50	4.50	38	No	No	Yes
	Roof Mate HT	1.50	1.50	1.50	4.50	38			
	Roof Mate TCM	1.50	1.50	1.50	4.50	42			

* Dry Film Thickness (DFT) does not include Primer, uses the average % solids by volume between flashing materials, is rounded to nearest mil, and is theoretical. Actual DFT will vary dependent on substrate profile, application technique & waste factor.

** DFT at horizontal seams includes 6 mils for the fabric.

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10293

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 SOLICIT BIDS, QUOTES, AND PROPOSALS FROM CONTRACTORS FOR PURPOSES OF COMPLETING REPAIRS AND RESTORATION WORK ON AND WITHIN THE CITY OF JOHNSTOWN PUBLIC SAFETY BUILDING IN ORDER TO ACHIEVE COMPLIANCE WITH CORRECTIVE ACTIONS ORDERED BY THE PENNSYLVANIA DEPARTMENT OF LABOR AND INDUSTRY.

WHEREAS, the City is in receipt of an Order No. 365089 of the Pennsylvania Department of Labor and Industry identifying necessary corrective actions to be taken for repairs and corrections of deficiencies identified within the City Public Safety Building; and

WHEREAS, in connection with its efforts to comply with the Pennsylvania Department of Labor and Industry's Order, the City requested and has received a structural evaluation report from the EADS Group, Inc. identifying various corrective work to be completed in order to satisfy and comply with the corrective actions ordered by the Pennsylvania Department of Labor and Industry; and

WHEREAS, a number of the corrective actions to be completed in accordance with the forthcoming compliance deadline for the Pennsylvania Department of Labor and Industry Order are identified as smaller projects which would not implicate formal bidding requirements; and

WHEREAS, there currently exists a State of Emergency occasioned by the proliferation of the COVID-19 virus, which via proclamation of the Governor and local proclamation of a State of Emergency by the City of Johnstown has resulted in the suspension of the provisions of any regulatory ordinance prescribing the conduct of City business, or the rules, orders, regulations, and work directives of any City department if strict compliance with the provisions of same would in any way hinder, prevent, or delay necessary action in coping with the State of Emergency; and

WHEREAS, the City Administration requires the ability to solicit quotes, bids and proposals from contractors, as needed to complete the above-referenced repairs and smaller-scale projects within the Public Safety Building in order to achieve compliance with the Pennsylvania Department of Labor and Industry Order in advance of a forthcoming compliance deadline arising in the end of May 2020; and

WHEREAS, the Interim City Manager and/or his designee will not enter into any agreements with contractors for the performance of work on said projects unless the costs of same are to be completed for an amount which in aggregate does not exceed a total of \$30,000.00 for completion of all such projects; and

WHEREAS, the funds for the completion of said project shall be paid out of Line Item Account Number 01.434.37.072.00, Repairs – Buildings, and all contracts shall be contingent upon final review of the City Solicitor;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown that the Interim City Manager and/or his designee is hereby authorized and directed to solicit bids, quotes, and proposals, as applicable and to enter into agreements with qualified contractors for purposes of completing smaller-scale corrective work, repairs, and restorations on and within the Public Safety Building contingent upon the total aggregate costs of all such contracts not exceeding \$30,000.00, and upon final review and approval of the Solicitor of all such contracts to be entered.


ADOPTED:

May 13, 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 that the foregoing is a true and correct copy of Resolution No. **10293** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

RECEIVED

JAN 27 2020

CITY OF JOHNSTOWN

BY _____

File #449963
01/22/2020
Inspector 365

Mr. Frank Janakovic, Mayor
City of Johnstown
401 Main Street
Johnstown, PA 15901

Order #365089
Johnstown Public Safety Building
401 Washington Street
Johnstown, PA 15901
County: Cambria (#11)
Type of Construction: IIIB
Type of Occupancy: A3, B
Story Height: 05
Basement: Yes

Dear Mayor Janakovic:

An inspection of the above facility by Inspector Criss, on January 7, 2020, indicates that violations exist of the Laws and/or regulations administered by the Department of Labor and Industry. A list describing the violations, the identity of the regulations violated, and the order describing the necessary corrective actions follows:

General Safety Law

Act 174, May 18, 1937, P.L. 654 as amended

43 P.S. §§25-1 – 25-15

Title 34 – Pennsylvania Code

FINDING NO. 1:

The third-floor administrative desk area has a duplex outlet which lacks a protective cover plate.

Act 174

Section 2(a) (43 P.S. § 25-2(a))

All establishments shall be so constructed, equipped, arranged, operated, and conducted as to provide reasonable and adequate protection for the life, limb, health, safety, and morals of all persons employed therein.

ORDER ITEM NO. 1:

Provide protective cover plate.

FINDING NO. 2:

While on-site, staff assigned to this building complained to the Inspector about the air quality, alleging that air quality is poor and causing respiratory ailments.

Act 174

Section 2(a) (43 P.S. § 25-2(a))

All establishments shall be so constructed, equipped, arranged, operated, and conducted as to provide reasonable and adequate protection for the life, limb, health, safety, and morals of all persons employed therein.

ORDER ITEM NO. 2:

Conduct air quality testing and abide, comply with the recommendations of the independent air quality testing company.

FINDING NO. 3:

The "blood room" has wet and damaged ceiling tiles, and there is a bucket for catching water dripping from the ceiling.

Act 174

Section 2(a) (43 P.S. § 25-2(a))

All establishments shall be so constructed, equipped, arranged, operated, and conducted as to provide reasonable and adequate protection for the life, limb, health, safety, and morals of all persons employed therein.

ORDER ITEM NO. 3:

Eliminate the leak and replace the ceiling tiles.

FINDING NO. 4:

The police staff locker room has numerous extension cords running into metal lockers through holes drilled into the back of lockers causing a potential electrical shock and fire hazard.

Act 174

Section 2(a) (43 P.S. § 25-2(a))

All establishments shall be so constructed, equipped, arranged, operated, and conducted as to provide reasonable and adequate protection for the life, limb, health, safety, and morals of all persons employed therein.

ORDER ITEM NO. 4:

Remove all extension cords.

FINDING NO. 5:

The corridor outside the police staff locker room has numerous file cabinets which reduces exit egress capacity and blocks access to electrical panel breaker boxes.

Act 174

Section 2(a) (43 P.S. § 25-2(a))

All establishments shall be so constructed, equipped, arranged, operated, and conducted as to provide reasonable and adequate protection for the life, limb, health, safety, and morals of all persons employed therein.

ORDER ITEM NO. 5:

Remove file cabinets from the egress corridor.

FINDING NO. 6:

There is a propane tank in the first floor "sally port" area which is not secured from tip over or damage.

Act 174

Section 2(a) (43 P.S. § 25-2(a))

All establishments shall be so constructed, equipped, arranged, operated, and conducted as to provide reasonable and adequate protection for the life, limb, health, safety, and morals of all persons employed therein.

ORDER ITEM NO. 6:

Remove or secure the propane tank properly.

FINDING NO. 7:

The "back exit" stairs from the fire station truck garage area are in disrepair and a tripping hazard.

Act 174

Section 2(a) (43 P.S. § 25-2(a))

All establishments shall be so constructed, equipped, arranged, operated, and conducted as to provide reasonable and adequate protection for the life, limb, health, safety, and morals of all persons employed therein.

ORDER ITEM NO. 7:

Repair exit stairs.

FINDING NO. 8:

During the investigation, the investigator witnessed chipping paint and disintegrating ceiling tiles throughout the building, and a heavy layer of concrete dust on the basement floor, apparently from the deteriorating concrete ceiling. This

particulate can easily become airborne and become a breathing hazard.

Act 174

Section 2(a) (43 P.S. § 25-2(a))

All establishments shall be so constructed, equipped, arranged, operated, and conducted as to provide reasonable and adequate protection for the life, limb, health, safety, and morals of all persons employed therein.

ORDER ITEM NO. 8:

Replace damaged ceiling tiles, remove chipping paint from walls and ceilings throughout the building, and eliminate concrete dust from the basement.

FINDING NO. 9:

The basement concrete ceiling is disintegrating and exposing structural steel re-enforcing elements (re-bar). The re-bar shows extensive corrosion due to exposure to moisture in the air.

Act 174

Section 2(a) (43 P.S. § 25-2(a))

All establishments shall be so constructed, equipped, arranged, operated, and conducted as to provide reasonable and adequate protection for the life, limb, health, safety, and morals of all persons employed therein.

ORDER ITEM NO. 9:

Conduct an independent structural analysis of this building. Provide the report and recommendations to the Department. Comply and abide to the recommendations in the report.

INDUSTRIAL BOARD PETITION PROCEDURE: ANY PERSON AGGRIEVED BY THIS ORDER MAY PETITION TO THE PENNSYLVANIA INDUSTRIAL BOARD PRIOR TO THE COMPLIANCE DATE SET FORTH IN THIS NOTICE OF VIOLATIONS. THE PETITION MAY BE SENT TO **ROOM 1622**, LABOR AND INDUSTRY BUILDING, 651 BOAS STREET, HARRISBURG, PENNSYLVANIA 17121. THE PETITION MAY INCLUDE A REQUEST FOR A VARIANCE FROM THE GENERAL SAFETY LAW OR A REQUEST FOR AN EXTENSION OF TIME TO COMPLY WITH THE GENERAL SAFETY LAW. THE PETITION SHALL REFER TO THE ORDER NUMBER FOUND ON THE FRONT PAGE OF THIS NOTICE. THE PETITION SHALL SET FORTH THE REGULATIONS INVOLVED AND THE BASIS FOR SUCH A VARIANCE. IF AN EXTENSION OF TIME IS REQUESTED, THE PETITION SHALL SET FORTH THE REGULATION INVOLVED, THE AMOUNT OF TIME REQUESTED, AND THE

REASONS FOR AN EXTENSION OF TIME. VARIANCES AND/OR EXTENSIONS OF TIME REQUESTS MUST BE SUBMITTED ON THE APPROPRIATE FORM.

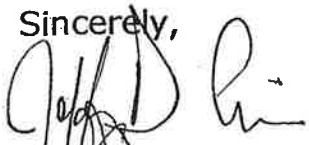
You are hereby directed to correct all violations by the following date:

COMPLIANCE DATE

May 26, 2020

Failure to comply with this order may result in legal action, which may include and could jeopardize your continued use and occupancy of this building.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey D. Criss', is written over the word 'Sincerely,'.

Jeffrey D. Criss
UCC Field Operations Manager

jmc

cc: Inspector J. Criss (365)
File

File No.: _____

Date: _____

BK-1

GENERAL SAFETY LAW INDUSTRIAL BOARD PETITION

This form may be used to seek a variance or an extension of time.

Type or print legibly all requested information. If additional space is required, attach a separate 8-1/2"x11" sheet.

☐ **EXPEDITED REVIEW. ADDITIONAL FEE SUBMITTED.**

Petitioner	Contact person _____ Company name _____ Street address _____ City _____ State _____ ZIP code _____ Phone _____ Fax no. _____ Email address _____
Construction Site	<div style="text-align: right;">Labor & Industry File No. _____</div> Building or structure name _____ Street address _____ City _____ State _____ ZIP code _____ Township, borough or city name _____ County _____
Request for Variance(s)	<p>Provide <u>all</u> of the following information <u>for each variance requested</u>:</p> <ul style="list-style-type: none"> Specify the particular section of the General Safety Law and any applicable code section(s) relating to general safety requirements. Indicate on your plans what portions of the building or structure will be affected by the variance request. Detail what your alternative approach entails and any compensatory measures. State the reasons for the requested variance, including why the strict letter of regulation is impractical, and why the modification would not lessen health, life and safety requirements in the listed code section(s).
Extension of Time Request	<div style="text-align: right;">Labor & Industry order # _____</div> <div style="text-align: right;">Specify length of extension or completion date _____</div> Detail the reason for this request: _____
IND. BD USE ONLY	Date received: _____ Check #: _____ Bates #: _____

Filing Requirements	<p>Submission requirements shall be as follows:</p> <ol style="list-style-type: none"> 1. One copy of the completed General Safety Law Industrial Board Petition (LIIB-114) and any additional information sheets. When variances are requested, as many variances as needed may be sought via this petition. 2. One set of drawings, including floor plans. 3. Check or money order made payable to "Commonwealth of Pennsylvania." All fees paid to the Industrial Board must be separate from any fees paid to the Bureau of Occupational and Industrial Safety. <p>Fee Schedule: Variance/Extension of Time Request.....\$328.06(per building) Expedited Review..... Additional \$1022 (per building)</p> <p>Contact the Industrial Board at 717-787-6114 for questions or concerns.</p> <p>Mail the complete submission package to:</p> <p style="text-align: center;">Department of Labor & Industry Industrial Board 651 Boas Street, Room 1622 Harrisburg, PA 17121-0750</p> <p>NOTE: If additional requests are needed after this petition is filed, you must submit these requests on a separate petition, along with an additional \$328.06 petition fee.</p>
Petitioner Signature	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Petitioner signature </div> <div style="width: 35%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Telephone number </div> </div>

*Auxiliary aids and services are available upon request to individuals with disabilities.
Equal Opportunity Employer/Program*

April 10, 2020

Project File No. 1067-20-309 (05)(32)

City of Johnstown
401 Main Street
Johnstown, Pennsylvania 15901
Attention: Mr. John Trant, Interim City Manager

RE: *Structural Condition Assessment*
1st Floor Slab Evaluations

The City of Johnstown solicited the services of The EADS Group, Inc. to provide a structural condition evaluation of a portion of the first-floor slabs in the Public Safety Building in Johnstown, Cambria County, PA. On March 30, 2020, the structural field investigation was completed. A walk-through visual inspection was conducted in all areas directly accessible and observable both inside and outside the building. This report discloses those findings which were discernible and premised on and limited to such visual observations only. Due to the limited scope of the services, an evaluation using engineering judgment based on these visual observations of the building was considered appropriate for the basis of the study. Load testing was not performed and measurements were not taken for use in any computations of load capacity. The context of this report is to identify the current condition of the first-floor slabs and the ability of the structure to serve as a safe facility given the present uses.

The field investigations, interpretation of the findings and conclusions were performed by a registered professional engineer with over 33 years of experience and training in structural engineering and work required for this assignment. To provide guidelines and methodology for the investigations, evaluations and reporting; the structural evaluation was conducted in accordance with the American Society of Civil Engineers publication "Guideline for Structural Condition Assessment of Existing Buildings" (ASCE 11-90).

The building was constructed in 1925. The structure is a four-story brick and concrete frame building (See Photos 1 and 2). This investigation was limited to 1st floor framing in the Sally Port, above the Men and Women's Restrooms in the Basement, and Fire Apparatus Bay areas above the Gun Range and the Sign Shop. No other areas were investigated.

There are a few serious structural problems that warrant immediate action and are discussed in greater detail in the narrative below. Potential remedial actions are also provided. There are many widespread minor structural or maintenance deficiencies worth reporting that may require further investigations as renovations are planned and implemented.

Provided is an overview of the findings and assessment of the 1st floor framing. For your reference and to support the findings of this letter report, photographs of the general condition of the 1st floor framing and specific areas of structural deterioration, which were taken during this investigation, are provided.

Sally Port/Men's and Women's Restrooms:

The exposed top surface of the first floor in the Sally Port area has some widespread random cracks (See Photos 3-5). The cracks do not appear to be a result of structural distress. The location and extent of cracking suggests the cracks are due to shrinkage and temperature changes. These cracks appear to originate in the concrete at the corners of door openings or the edges of columns or the edge of a floor opening at a drain. Concrete cracks often occur at natural stress points where the uniformity of a poured concrete floor has been interrupted by placement of inside corners. Shrinkage cracks trace across the concrete to these stress points. The entire reinforced concrete floor is a rather uniform membrane, any discontinuity in the membrane, such as an opening or the placement of a corner projecting into the room in the case of a floor, creates a variation in the distribution of forces in the floor. Shrinkage cracks may have their origin at these points of discontinuity.

The floor has many noteworthy defects. The floor framing construction in these areas consists of a reinforced concrete slab resting on reinforced concrete floor beams which in turn span into reinforced concrete floor girders. The floor girders span to reinforced concrete columns.

Extensive spalling in the underside of the floor slab and along the floor beams has exposed the primary reinforcement steel (See Photos 6-10). The lack of concrete cover over the steel affects the structural capacity and promotes the corrosion of the steel. The exposed steel is heavily corroded with severe section loss. In many places, the exposed steel has complete loss of section, has failed or is broken and has compromised structural capacity. No serious failures of floor system were observed, such as punching failures, excessive deflections or collapsed primary load-carrying members.

Based on the overall condition of the first-floor concrete framing, localized failures are possible. The floor is not adequate to safely store vehicles on the floor in the Sally Port area. A structural analysis is not possible due to the extent of corrosion of the reinforcement and deterioration of the concrete. Advanced spalling and lack of confinement around the primary steel reinforcement has compromised the bond between the reinforcement and the concrete making the reinforcement ineffective.

Continued use of the space for parking and storage cannot be supported by a structural analysis due to the extent of concrete deterioration and lack of cover over the steel rebar. The interaction of the concrete and steel cannot be quantified to perform an accurate analysis.

Recommendations for Repair:

Fill the existing basement bounded by the partition walls of the Men's and Women's Restroom below the Sally Port with Flowable Backfill, Type D. The work should be completed in accordance with PennDOT 408, Section 220. Prior to the placement of any flowable backfill, the door openings to the main basement should be blocked up with reinforced masonry. Prior to placing any flowable backfill, place a conduit sleeve over any in use utility lines to enable future removal and replacement or remove and cap all utilities.

Core holes in the existing reinforced concrete slab above the areas to be backfilled to enable the use of a tremie tube to place the backfill. Place the flowable backfill in lifts not to exceed 2 feet in depth. Wait for the surface bleed water to dissipate or the preceding lift to harden sufficiently prior to continuing backfill placement.

Continue to place flowable backfill to completely fill the restrooms to the underside of the existing concrete slab.

Rout and seal the cracks in the top of the existing Sally Port slab.

Estimated Costs for Repairs: \$16,400

Gun Range Beneath Apparatus Bays:

The floor framing construction in this area consists of a reinforced concrete slab resting on reinforced concrete floor beams. The floor beams span directly to reinforced concrete bearing walls. The underside of the floor slab, the floor beams and the bearing walls are in fair condition. Additional supports have been installed to reinforce three (3) of the concrete floor beams (See Photos 11-16).

At three (3) of the concrete floor beams, masonry columns have been installed adjacent to the bearing walls under the ends of the floor beams. The masonry columns rest on concrete footings. At two (2) of the concrete floor beams, reinforced with masonry columns, additional cribbing has been installed. The cribbing consists of a 6"x6" wood beam placed under the concrete floor beam, held in place by three steel adjustable jack posts. The masonry block columns, concrete footings and cribbing systems are all in good condition and show no major signs of distress,

movement or deflection. The concrete floor slab, at the location of the bearing plates of the jack posts, shows no signs of major distress from overloading.

The exposed top surface of the first floor in the Apparatus Bay areas above the Gun Range has some widespread cracks (See Photos 22-24). These cracks appear to originate in the concrete at the corners in the drain grate penetrations of the concrete floor slab. Concrete cracks often occur at natural stress points where the uniformity of a poured concrete floor has been interrupted by placement of inside corners. Shrinkage cracks trace across the concrete to these stress points. The entire reinforced concrete floor is a rather uniform membrane, any discontinuity in the membrane, such as an opening or the placement of a corner projecting into the room in the case of a floor, creates a variation in the distribution of forces in the floor. Shrinkage cracks may have their origin at these points of discontinuity.

A portion of the sidewalk on the southwestern side of the building is a slab on grade and a portion rests above the Gun Range in the basement (See Photos 25 and 26). There are several cracks and spalls in the surface of the sidewalk. These are shrinkage and freeze thaw cracks. These cracks also appear to originate at corners, joint edges and saw cuts.

Recommendations for Repair:

Check that each jack post is secure and tight beneath the wood cribbing beams. Secure the top plates of the jack posts to the wood beam with lag bolts through the existing holes in the top plates. Drill into the concrete floor through the existing holes in the bottom plate of the jack post and secure the bottom plates of the jack posts to the concrete using sleeve anchors. This will ensure that the posts are not nudged out of plumb and remain in place under load. Clean the rust from the bottom base plates of the jack posts. Apply a rust inhibiting paint to protect the steel from the humid environment in the basement.

Rout and seal the cracks in the top and bottom surfaces of the concrete floor slab in the Apparatus Bays above the gun range to prevent further deterioration and water infiltration. Clean any exposed reinforcement, paint with a rust inhibitor and patch the spalled areas of the underside of the concrete slab. Rout and seal the cracks and repair the spalls in the sidewalk slabs along the entire southwestern side of the building. If the height difference across a floor or sidewalk crack is 1/8" or more it forms a tripping hazard and it should be grout flush before routing and sealing.

Estimated Costs for Repairs: \$6,000

Sign Shop Beneath Fire/Rescue Apparatus Bays:

The floor framing construction in this area consists of a reinforced concrete slab resting on reinforced concrete floor beams. The floor beams span directly to concrete bearing walls.

The underside of the floor slab and the floor beams are in fair condition. Additional supports have been installed to reinforce three (3) of the concrete floor beams (See Photos 17-21). At three (3) of the concrete floor beams, masonry columns have been installed at the midspan of the floor beams. The masonry columns rest on concrete footings. At two (2) of the concrete floor beams, reinforced with masonry columns, additional cribbing has been installed. The cribbing consists of a 6"x6" wood beam placed under the concrete floor beams held in place by a single steel jack post. The masonry block columns, concrete footings and the cribbing systems are all in good condition and show no major signs of distress, movement or deflection. The concrete floor slab, at the location of the bearing plates of the jack posts, shows no signs of major distress from overloading.

Recommendations for Repair:

The use of a single jack post under the wood cribbing beams is not adequate to ensure proper bearing of the wood cribbing beam to the underside of the concrete floor beams. Install additional jack posts at the ends of the wood cribbing beams. The existing center jack post can be removed and used as one of the end supports. Check that each jack post is secure and tight beneath the wood cribbing beams. Secure the top plates of the jack posts to the wood beam with lag bolts through the existing holes in the top plates. Drill into the concrete floor through the existing holes in the bottom plate of the jack post and secure the bottom plates of the jack posts to the concrete using sleeve anchors. This will ensure that the posts are not nudged out of plumb and remain in place under load. Clean the rust from the bottom base plates of the jack posts. Apply a rust inhibiting paint to protect the steel from the humid environment in the basement.

Estimated Costs for Repairs: \$2,000

City of Johnstown
Mr. John Trant, Interim City Manager
April 10, 2020
Page 6

We trust that this investigation and letter report adequately address your concerns regarding this assignment. Should you have any questions or require any clarification, please contact the undersigned at your convenience.

Sincerely,
THE EADS GROUP, INC.



By: **Todd R. Brewer, P.E., C.B.S.I.**

Enclosures

**THE
EADS
GROUP**

www.eadsgroup.com

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10294

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 PURCHASE AN AIR CHILLER THROUGH THE COSTARS PROGRAM FOR PURPOSES OF INSTALLATION WITHIN CITY HALL, FOR THE ESTIMATED AMOUNT OF \$29,849.40 AND TO TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, the City has identified favorable pricing through the state's COSTARS Program for the purchase of an air chiller for the amount of \$29,849.40, and

WHEREAS, the City has identified budgeted funds at Line Item Account Number 01.434.37.072.00 Building Repairs for this purchase;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to purchase an air chiller for City Hall via the Pennsylvania's COSTARS program for an amount of \$29,849.40 excluding installation costs, and to further take any/all actions necessary to effectuate same.

ADOPTED:

May 13, 2020

By the following Vote:

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

Nays: None (0)



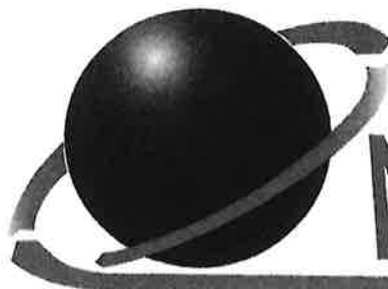
Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10294** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



AIR MANAGEMENT INC.

186 Blackner Road
Johnstown, PA 15905-7409

PROPOSAL

May 8, 2020

PH. (814) 288.1777

FAX (814) 288.1875

PROPOSAL SUBMITTED TO:

City of Johnstown
Room 104, City Hall
401 Main Street
Johnstown, Pa. 15901

WORK TO BE PERFORMED AT

City Hall Building

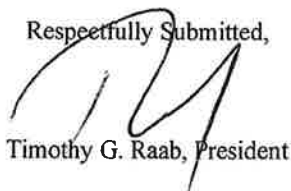
This proposal is subject to acceptance within 30 days from date of quotation.

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of removing the existing defective chiller from the rooftop and installing a new Carrier model 30RAP016-5 fifteen-ton package chiller. The new chiller will be connected to the existing pipe network. The system will be started and set up for maximum efficiency. The crane service is included in this proposal.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$29,849.40. **NOTE: The price breakdown is as follows: Chiller package \$21,039.40, piping costs \$450.00, Electrical costs \$575.00, Miscellaneous material costs \$445.00, Crane expense \$3,500.00 and labor costs \$3,840.00.**

TERMS: 50% down with the balance to be paid within 30 days after completion of job

Respectfully Submitted,



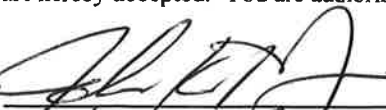
Timothy G. Raab, President

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE ACCEPTED 5-20-20

SIGNATURE



TITLE INTERIM City MANAGER

PRINT NAME

John K. Raab, Jr.

Unit Report For 30RAP016-5

Project: City Hall
Prepared By:

01/08/2020
08:36AM

Unit Information

Tag Name:.....30RAP016-5
Model Number:.....30RAP016
Condenser Type:.....Air Cooled
Compressor Type:.....Scroll
Nameplate Voltage:.....208/230-3-60 V-Ph-Hz
Quantity:.....1
Manufacturing Source:.....Charlotte, NC USA
Refrigerant:.....R410A
Independent Refrigerant Circuits:.....1
Capacity Control Steps:.....21
Minimum Capacity:.....0.0 %
Shipping Weight:.....878 lb
Operating Weight:.....800 lb
Unit Length:.....67 in
Unit Width:.....41 in
Unit Height:.....67 in

Accessories and Installed Options

Evaporator Heater
Micro Channel
Ultra Low Sound
Digital Compressor
Single Point
High Efficiency Variable Condenser Fan

Chiller Warranty Information (Note: for US & Canada only)

First Year - Parts Only (Standard)
Compressor Years 2-5 Parts Only

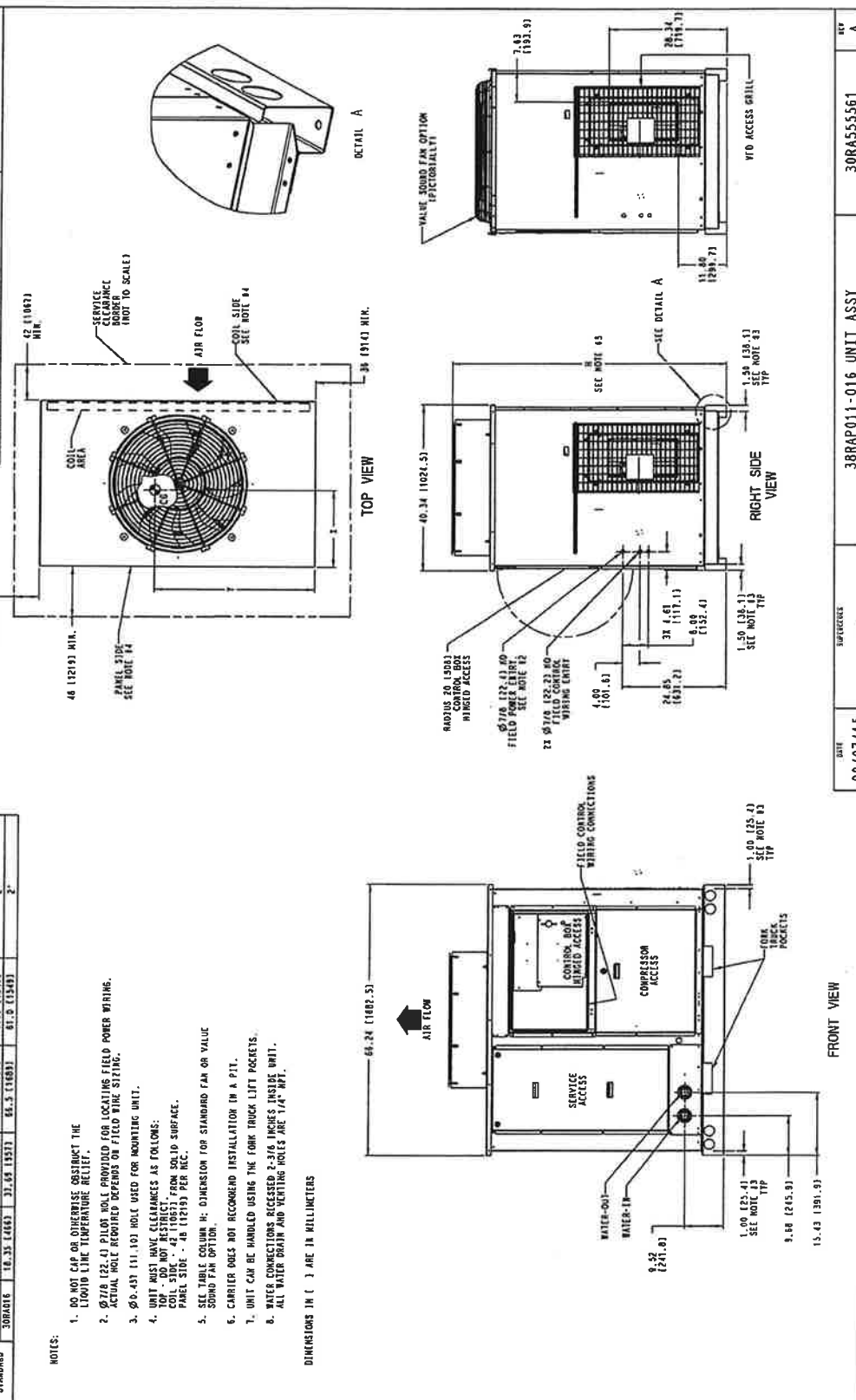
Ordering Information

Part Number	Description	Quantity
30RAP0165J-0G100	Packaged Chiller	1
	Base Unit	
	Evaporator Heater	
	Micro Channel	
	Ultra Low Sound	
	Digital Compressor	
	Single Point	
	High Efficiency Variable Condenser Fan	

	<p>THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS RETURNED UNDER THE SAME CONDITION THAT THE CONTRACT WAS NOT VIOLATED OR USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT.</p>	<p>IDENTIFICATION OF THESE MATERIALS ON DOCUMENTED DATA IS THE CONTRACTING PARTY'S RESPONSIBILITY ON ACCEPTANCE OF CONTRACT.</p>
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1. DO NOT CAP OR OTHERWISE OBSTRUCT THE LIQUID LINE TEMPORARILY.
2. 6/16-1/2 (2) 1/4" PLUGS W/ PROVIDED FOR LOCATING FINDER POWER WIRING.
3. ACTUAL MOUNTING DEPENDS ON FIELD WIRE SITING.
4. 3/6-431 (1) 1/4" HOLE USED FOR MOUNTING UNIT.
5. UNIT MUST HAVE CLEARANCE AS FOLLOWS:
TOP - DO NOT RESTRICT
FRONT - 18" FROM 1/4" SURFACE.
SIDE - 18" FROM 1/4" SURFACE
PANEL SIZE - 48 (1213) PER NEC.
6. SEE TABLE COLUMN 16: DIMENSION FOR STANDARD CAB OR VALVE SECOND PANEL OPTION.
7. CARRIER DOES NOT RECOMMEND INSTALLATION IN A PIT.
8. UNIT CAN BE HANDLED USING THE FORK TRUCK LIFT PROCKETS.
9. WATER CONNECTIONS RECEIVED 2-1/2" (63) INCHES INSIDE UNIT
ALL WATER DRAIN AND VENTING TUBES ARE 1-1/4" (32) INCHES

DIMENSIONS IN MILLIMETERS



Summary Performance Report For 30RAP016-5

Project: City Hall
Prepared By:

01/08/2020
08:36AM



30RAP with Greenspeed® Intelligence



Unit Information

Tag Name: 30RAP016-5
Model Number: 30RAP016
Quantity: 1
Manufacturing Source: Charlotte, NC USA
ASHRAE 90.1: 2013/2016, 2010, 2007
Refrigerant: R-410A
Independent Refrigerant Circuits: 1
Shipping Weight: 878 lb
Operating Weight: 800 lb
Refrigerant Weight (Circuit A): 10 lb
Unit Length: 67 in
Unit Width: 41 in
Unit Height: 67 in
Chiller Pressure Drop*: 11.7 ft H2O

*Use Chiller Pressure Drop for sizing pumps. This value includes losses due to chiller piping, fittings, 40 mesh factory supplied strainer and BPHX.

Evaporator Information

Fluid Type: Fresh Water
Fouling Factor: 0.000100 (hr-sqft-F)/BTU
Leaving Temperature: 44.00 °F
Entering Temperature: 54.00 °F
Fluid Flow: 32.07 gpm
Evaporator Pressure Drop*: 10.3 ft H2O
*Refer to Chiller Pressure Drop for sizing pumps.

Condenser Information

Altitude: 0.000 ft
Number of Fans: 1
Total Condenser Fan Air Flow: 9,400 CFM
Entering Air Temperature: 95.0 °F

Integrated Pump Information

No Pump Selected

Performance Information

Cooling Capacity: 13.41 Tons
Total Compressor Power: 14.67 kW
Total Fan Motor Power: 1.262 kW
Total Unit Power (without pump): 15.93 kW
Efficiency (without pump) (EER): 10.10 BTU/Wh
IPLV: IP: 16.23 BTU/Wh

Accessories and Installed Options

Evaporator Heater
Micro Channel
Ultra Low Sound
Digital Compressor
Single Point
High Efficiency Variable Condenser Fan

Electrical Information

Unit Voltage: 208/230-3-60 V-Ph-Hz
Connection Type: Single Point

Amps	Electrical Circuit 1	Electrical Circuit 2
MCA	64.5	---
MOCP	90.0	---
ICF	269.2	---
Rec Fuse Size	80.0	---

An uncoated Novation condenser coil was selected for this product. This is based on an installed location with postal code 15205 and a non-corrosive localized environment.

Summary Performance Report For 30RAP016-5

Project: City Hall
Prepared By:

01/08/2020
08:36AM

Sound power measured in accordance with ANSI/AHRI Standard 370-2015.



Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org.

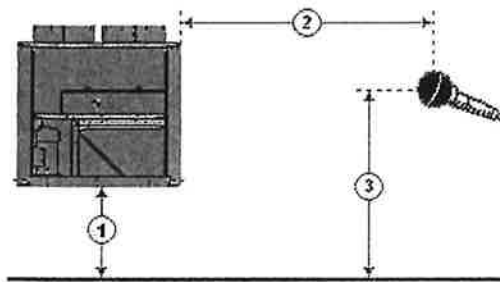
Summary Performance Report For 30RAP016-5

Project: City Hall
Prepared By:

01/08/2020
08:36AM

Unit Parameters

Tag Name: 30RAP016-5
Model Number: 30RAP016
Condenser Type: Air Cooled
Compressor Type: Scroll
Chiller Nameplate Voltage: 208/230-3-60 V-Ph-Hz
Quantity: 1
Manufacturing Source: Charlotte, NC USA
Refrigerant: R-410A
Shipping Weight: 878 lb
Operating Weight: 800 lb
Refrigerant Weight (Circuit A): 10 lb
Unit Length: 67 in
Unit Width: 41 in
Unit Height: 67 in



1 - Chiller Height Above Ground
2 - Horizontal Distance From Chiller to Receiver
3 - Receiver Height Above Ground
(See Note 3)

Accessories and Installed Options

Evaporator Heater
Micro Channel
Ultra Low Sound

Digital Compressor
Single Point
High Efficiency Variable Condenser Fan

Acoustic Information

Table 1. A-Weighted Sound Power Levels (dB re 1 picowatt). See note #1.

Octave Band Center Frequency, Hz	31	63	125	250	500	1k	2k	4k	8k	Overall
100% Load	---	55	71	75	80	81	78	74	66	86
75% Load	---	55	70	74	76	78	76	71	66	83
50% Load	---	55	66	71	72	73	71	67	67	79
25% Load	---	56	52	62	69	67	64	63	62	73

Table 2. A-Weighted Sound Pressure Levels (dB re 20 micropascals) calculated based upon user defined input for dimensions 1, 2 and 3 as shown in above diagram. See note #2 and #3.

Octave Band Center Frequency, Hz	31	63	125	250	500	1k	2k	4k	8k	Overall
100% Load	---	28	43	48	52	54	50	47	38	58
75% Load	---	27	42	47	48	50	48	44	39	55
50% Load	---	27	39	44	44	45	43	39	39	51
25% Load	---	29	24	34	41	40	37	36	34	46

Notes: (1) Measurements performed in accordance with AHRI Standard 370-2015 for air cooled Chillers.

(2) Chiller is assumed to be a point source on a reflecting plane.

(3) Without user defined input, the default dimensions used to construct Table 2 are as follows:

- 1 - Chiller Height Above Ground = 0.0 ft
- 2 - Horizontal Distance From Chiller to Receiver = 30.0 ft
- 3 - Receiver Height Above Ground = 3.0 ft

CITY OF JOHNSTOWN
CAMBRIA COUNTY , PENNSYLVANIA
RESOLUTION NO. 10295

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 EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE A CONTRACT WITH AIR MANAGEMENT, INC. FOR MONITORING, EVALUATION, AND SERVICING OF HVAC EQUIPMENT WITHIN CITY OWNED BUILDINGS.

WHEREAS, the City has a need and desire for specialized services of a professional engineer for purposes of monitoring, evaluation, servicing, and efficiency management of heating, ventilating, and air conditioning equipment located within the City of Johnstown Public Safety Building, Broad Street Fire Station, and Ash Street Fire Station; and

WHEREAS, the City Administration has developed and desires to enter into a Service Agreement providing for Air Management, Inc. to provide these services and specifically to conduct monitoring, evaluation, and servicing of HVAC equipment within the Public Safety Building, Broad Street Fire Station, and Ash Street Fire Station at periodic intervals; and

WHEREAS, the recommended agreement between the parties provides for payment to Air Management, Inc. in the amount of \$32,832.00 made payable in 24 equal monthly installments of \$1,368.00, for a contract term extending from June 1, 2020 through May 31, 2022, with said amount to be paid out of Line Item Account Number 01.434.37.072.00;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, authorizing and directs the Interim City Manager and/or his designee to execute and take any and all actions necessary to effectuate the contract with Air Maintenance, Inc. for HVAC maintenance and monitoring for the period of June 1, 2020 through May 31, 2022, in the amount of \$32,832.00.

ADOPTED:

May 13, 2020

By the following vote~

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

Nays: None (0)



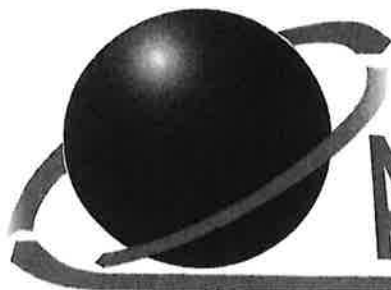
Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10295** as the same was adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



AIR MANAGEMENT INC.

186 Blackner Road
Johnstown, PA 15905-7409

PH. (814) 288.1777
FAX (814) 288.1875

HEATING, VENTILATING AND AIR CONDITIONING EFFICIENCY MANAGEMENT AGREEMENT

This Agreement made this 5th day of May, 2020 by and between, AIR MANAGEMENT, INC. (hereafter "CONTRACTOR") a Pennsylvania corporation, with offices at 186 Blackner Road, Johnstown, PA 15905.

AND

CITY OF JOHNSTOWN, (hereafter "OWNER") with offices at Room 104 City Hall, 401 Main Street, Johnstown, PA 15901

In consideration of the mutual promises contained herein, CONTRACTOR and OWNER, intending to be legally bound, hereby agree as follows:

1. Term. (Two Year) The term of this Agreement shall commence on June 1, 2020 and end on May 31, 2022.

2. Equipment To Be Serviced. CONTRACTOR agrees to monitor, evaluate and service the equipment set forth on the equipment list which is attached hereto and by reference made a part hereof as Exhibit "A".

3. Scope of Services. CONTRACTOR shall provide a trained Service Engineer at three month intervals at the Public Safety Building, Broad Street Fire Station, and the Ash Street Fire Station, who shall provide the following services:

A. All equipment identified on Exhibit "A" shall be run through all operating cycles and tested for the following:

1. Air Conditioning Equipment:

- (I) Refrigerant charge
- (II) Oil level in compressors
- (III) Operation of all safety devices, such as pressure switches and electrical overloads
- (IV) Tightness of all electrical connections inside equipment panels
- (V) Proper operation of all operating valves, such as pressure unloaders, expansion valves, etc.
- (VI) Belts conditions and tightness
- (VII) Motor amperage
- (VIII) Lubrication of damper and linkages
- (IX) Filter conditions
- (X) Temperatures of return and discharge air

B. Heating Equipment:

- (I) Gas and oil pressures
- (II) All safety devices, such as pressures switches and flame failure safeguards
- (III) Blow-down of boilers
- (IV) Tightness of all electrical connections

C. CONTRACTOR shall provide all parts and labor and emergency service required to restore normal operation to the original equipment. This Agreement does not cover complete equipment replacement or refrigeration coil replacement. If Owner does not replace defective equipment, service on this specific equipment will be terminated.

Any system design changes or energy management improvements are the responsibility of the OWNER.

D. Following each visit, a copy of the form attached as Exhibit "B" will be provided to OWNER for each piece of equipment included on the attached equipment list. Also noted on Exhibit "B" will be recommendations, if any, repair or improvement of equipment or application that will improve the efficiency of operations.

4. Disclaimer. CONTRACTOR shall not be liable for freeze-up, labor disturbances, damage due to "acts of God", fire, vandalism, or circumstances beyond our control. Also not liable for corrosion on water side piping and components.

5. Payment. OWNER agrees to pay for the services to be rendered by consultant the total sum of **\$32,832.00**. Payments shall be payable in twenty-four equal monthly installments of **\$1,368.00** each commencing on the date of execution of this Agreement and continuing on the same date of each and every month thereafter throughout the term of this Agreement.

IN WITNES WHEREOF, the parties have set their hands and seals.

OWNER'S SIGNATURE

DATE



5-20-20

CONTRACTOR'S SIGNATURE

DATE



5-5-20

Note: Included is a Fall P.M. visit for the City Garage (no parts or repair costs) and a Spring and Fall P.M. visit for the Point Stadium (no parts or repair costs).

Exhibit A

[illegible]

**JOB NAME**

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Cond. Mfg.	A.H. Mfg.
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Type of Heat	
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	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
--	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

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1				
---	--	--	--	--

2				
3				

[illegible]

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CONFIDENTIAL

--

Date _____

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10296

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECUATE A GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE UNDER THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM, FOR A GRANT AMOUNT OF \$37,462.00 TO BE USED FOR PURCHASE OF SUPPLIES FOR THE PROTECTION OF THE STAFF AND CITIZENS OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA FROM THE SPREAD OF COVID-19.

WHEREAS, the Department of Justice of the United States of America makes available grants-in-aid for the purchase of supplies for the aid of the spread of the COVID-19 with in the City; a variety of Personal Protection Equipment (PPE) as well as advanced equipment for our public safety officials will be purchased; and

WHEREAS, the City of Johnstown is eligible, able, and desires to enter into Contract No. 2020-VD-BX-0063 for purposes of ensuring receipt of the grant in-aid made available under the Coronavirus Emergency Supplemental Funding Program awarded by the United States Department of Justice, in the amount of \$37,462.00;

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager and/or his designee is hereby authorized and directed to execute and take any/all actions necessary to effectuate grant agreement with the United States Department of Justice, Coronavirus Emergency Supplemental Funding Program, for Thirty-seven thousand four hundred sixty-two dollars and zero cents (\$37,462.00) for Contract No. 2020-VD-BX-0063.


ADOPTED:

May 13, 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. **10296** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

April 16, 2020

Mr. John Dubnansky
City of Johnstown
401 Main Street Suite 103
Johnstown, PA 15901-1809

Dear Mr. Dubnansky:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Johnstown for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$37,462. These funds are for the project entitled City of Johnstown Coronavirus Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Johnstown accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Andera Hawkins, Program Manager at (202) 514-3904; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan", is written over a horizontal line.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

April 16, 2020

Mr. John Dubnansky
City of Johnstown
401 Main Street Suite 103
Johnstown, PA 15901-1809

Dear Mr. Dubnansky:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director


cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Johnstown 401 Main Street Suite 103 Johnstown, PA 15901-1809		4. AWARD NUMBER: 2020-VD-BX-0063	
		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
2a. GRANTEE IRS/VENDOR NO. 256000867		6. AWARD DATE 04/16/2020	7. ACTION Initial
2b. GRANTEE DUNS NO. 098210719		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE City of Johnstown Coronavirus Response		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 37,462	
		11. TOTAL AWARD \$ 37,462	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL John Dubnansky Director	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B VD 80 00 00 37462		21. VVDUGT0088	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-0063

AWARD DATE 04/16/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Department of Justice (DOJ)
Office of Justice Programs
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SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fints.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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Office of Justice Programs
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PROJECT NUMBER 2020-VD-BX-0063

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SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
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SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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Office of Justice Programs
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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) or in the application for any subaward, at any tier, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



Department of Justice (DOJ)
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SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2020-VD-BX-0063

AWARD DATE 04/16/2020

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for City of Johnstown

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)
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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

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2020-VD-BX-0063

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This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Andera Hawkins
(202) 514-3904

2. PROJECT DIRECTOR (Name, address & telephone number)

John Dubnansky
Director
401 Main Street
Johnstown, PA 15905-1809
(814) 536-8616

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

City of Johnstown Coronavirus Response

5. NAME & ADDRESS OF GRANTEE

City of Johnstown
401 Main Street Suite 103
Johnstown, PA 15901-1809

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 37,462

10. DATE OF AWARD

04/16/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10297

A RESOLUTION AUTHORIZING THE IMMEDIATE CREATION AND ADDITION OF LINE ITEM ACCOUNTS WITHIN THE CITY OF JOHNSTOWN 2020 BUDGET REFLECTING THE RECEIPT OF COVID-19 RELATED GRANT-IN-AID FUNDS FOR THE PURPOSES OF PURCHASE OF SUPPLIES FOR THE PROTECTION OF THE STAFF AND CITIZENS OF THE CITY OF JOHNSTOWN, IN LIGHT OF THE CURRENT STATE OF EMERGENCY RESULTING FROM THE CORONAVIRUS PANDEMIC.

WHEREAS, there currently exists a state of emergency occasioned by the proliferation of the COVID-19 virus, which via proclamation of the Governor and local proclamation of a state of emergency by the City of Johnstown, has resulted in the suspension of the provisions of any regulatory Ordinance proscribing the conduct of City business, or the rules, orders, regulations and work directives of any City department if strict compliance with the provisions of the same would in any way hinder, prevent, or delay necessary action in coping with this state of emergency; and

WHEREAS, the City was very recently advised that it has been granted and is eligible to accept receipt of grant in-aid funds made available under the Coronavirus Emergency Supplemental Funding Program awarded by the United States Department of Justice, in the amount of \$37,462.00; and

WHEREAS, the intent and purposes of said funds includes, but is not limited, the purchase of supplies to be utilized for the protection of staff and citizens of the City of Johnstown from the spread of COVID-19, which the City Council considers to be an urgent and pressing need to protect the health, safety, and welfare of its staff and citizens ; and

WHEREAS, it is the intent and objective to adopt a formal budget amendment to reflect the receipt of the above-referenced grant revenue and corresponding expenditures within the State Grant Fund of the City's Budget Ordinance as soon as practicable; and

WHEREAS, the City desires to approve, as quickly as possible, the use and administration of these grant funds for the purchase of supplies to assist with protection against the spread of COVID-19 via the creation of the following State Grant line item accounts reflecting revenues and expenditures of the Grant funds within the City Budget:

DOJ – COVID – CASH	13.100.01.000.00
DOJ – COVID – REVENUE	13.554.25.402.00
DOJ – COVID – EXPENSE	13.698.29.341.00

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Pennsylvania hereby authorizes the immediate creation and implementation of line item accounts within the City of Johnstown 2020 Budget reflecting the receipt of COVID-19 related grant-in-aid funds, as detailed above, for purposes of the purchase of supplies utilized for the protection of the staff and citizens of the City of Johnstown.


ADOPTED:

May 13, 2020

By the following Vote:

Yeas: Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti,
Mayor Janakovic. (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. **10297** 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. 10298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE A LEASE AGREEMENT WITH SHIRT ENTERPRISES, LLC FOR A PROPERTY LOCATED AT 126 CLINTON STREET, JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA.

WHEREAS, the City of Johnstown is the legal owner of storefront property located beneath the Main Street East Parking Garage located at 126 Clinton Street, Johnstown, Pennsylvania; and

WHEREAS, Shirt Enterprises, LLC desires to rent the property for purposes of operating a family friendly restaurant; and

WHEREAS, the attached proposed Lease Agreement provides for an initial lease term of five (5) years, commencing July 1, 2020 and ending on June 30, 2025 in exchange of an annual rental of \$10,800.00 paid in monthly installments of \$900.00 per month; and

WHEREAS, the attached Lease Agreement contains additional terms and conditions pertinent to the Tenant's rental of the property, including but not limited to an option for renewal arising during the final year of the contract and Tenant responsibility for all utilities connected to the premises and those to be connected in the future; and

WHEREAS, the City is agreeable to the terms and conditions proposed for the Lease of the Property and wishes to enter into an Agreement with the Proposed Tenant for the lease of the property;

NOW, THEREFORE BE IT RESOLVED that the Interim City Manager and/or his designee is authorized and directed to execute and take any/all action necessary to effectuate a Lease Agreement with Shirt Enterprises, LLC, for property located at 126 Clinton Street, Johnstown, Cambria County, Pennsylvania.

ADOPTED:

May 13 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. **10298** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

City of Johnstown Property Lease Agreement

This Lease Agreement is made and entered into this ____ day of _____ 2020, by and between the City of Johnstown, with offices at 401 Main Street, Johnstown, Pennsylvania, (hereinafter referred to as "City") and Shirt Enterprises, LLC, having an address of 402 Aspen Woods Lane, Apt. 406, Johnstown, Pennsylvania (hereinafter called "Tenant").

WHEREAS, the City is the legal owner of storefront property located beneath the Main Street East Parking Garage, located at 126 Clinton Street in Johnstown, Pennsylvania; and

WHEREAS, the Tenant desires to rent the Property and operate a family friendly restaurant; and

WHEREAS, the City wishes to enter into an Agreement with Tenant for the lease of the Property.

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

1. Basic Agreement Provision

The terms set forth below shall have the corresponding meanings as set forth below:

- (a) Premises - The storefront property located beneath the Main Street East Parking Garage at 126 Clinton Street in Johnstown, Pennsylvania.
- (b) Term - The initial term of this lease shall be for a period of five (5) year/s commencing on July 1, 2020 and ending on June 30, 2025, subject to a renewal option outlined further within this Agreement.
- (c) Rent - Tenant shall pay the City an annual rental of ten thousand eight hundred (\$10,800.00) dollars, payable in equal monthly installments of nine hundred (\$900.00) dollars per month, payable in advance on the fifteenth (15th) day of each month throughout the term of this Agreement.
- (d) Security Deposit - A security deposit of nine hundred (\$900.00) dollars shall be due and payable to the City within thirty (30) days of final execution of this Agreement by the parties.

(e) Addresses

- | | | |
|------|------------------------|---|
| I. | Shirt Enterprises, LLC | 402 Aspen Woods Lane
Apt. 406
Johnstown, PA 15904 |
| II. | Address of Premises: | 126 Clinton Street
Johnstown, Pennsylvania 15901 |
| III. | City's Address: | 401 Main Street
Johnstown, PA 15901 |

2. Premises

- (a) Premises - The City hereby leases to the Tenant and the Tenant hereby leases from the City, subject to the terms and conditions of this Agreement, the Premises together with all fixtures. The City guarantees that Tenant will be provided habitable property.
- (b) Access - Tenant agrees to permit the City and/or its duly authorized agents to enter the Premises at all reasonable hours with reasonable prior notice, except in the case of emergency in which case entry will be permitted as soon as possible, for the purposes of conducting inspections which the City shall deem necessary for the safety, preservation or improvement of the Premises.

3. Use of Premises

- (a) Tenant covenants to observe and fulfill all legal provisions and requirements of all statutes, ordinances, rules and regulations whether federal, state, or municipal, relating to the business conducted by or in the Premises, including all licenses and permits necessary for conducting Tenant's business in the Premises, and to save the City harmless from penalties, fines, costs, expenses, or damages resulting from Tenant's failure so to do.

4. Term of Agreement

- (a) Initial Term - The initial term of this Agreement shall be for a period of five (5) Year/s commencing on July 1, 2020 and ending on June 30, 2025.
- (b) Renewal Option - The parties agree that the Tenant shall have the opportunity to renegotiate or renew this Agreement. Said right must be exercised via written notice of Tenant's intention to exercise the option submitted to the City no later than six (6) months prior to the conclusion of

the final year of this agreement. This option to renew is not automatic and shall be subject to the mutual agreement of both parties.

- (c) Termination. Tenant shall have the right to terminate this Lease upon sixty (60) days written notice to City.

5. Rent Payments

- (a) Commencing on July 1, 2020 and continuing throughout the term of this Agreement, Tenant shall pay the City an annual rental of ten thousand eight hundred (\$10,800.00) dollars, payable in equal monthly installments of nine hundred (\$900.00) dollars per month, payable in advance on the fifteenth (15th) day of each month, beginning on July 15, 2020.
- (b) Rent payments must be delivered to the Community and Economic Development Director, City Hall, 401 Main Street, Johnstown, PA 15901, no later than the close of business on the 15th day of each month.

6. Utilities

- (a) Tenant shall be responsible for payment of the cost of all utilities connected to the Premises and those to be connected in the future. The City shall in no way be liable for loss or interruption of utility service upon the Premises.
- (b) The City shall have "final" readings done for all utility service as of June 30, 2025.

7. Insurance

- (a) Tenant agrees that it shall, at its sole cost and expense, keep the following coverages in place during the term of the Agreement:
 - i. Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence and not less than \$2,000,000 in aggregate;
 - ii. Casualty insurance to include extended coverage for vandalism, and malicious mischief.
 - iii. Fire insurance with extended coverage in amounts acceptable to the City, equal to the replacement costs of any of Tenant's improvements on the Premises.
 - iv. Commercial general liability insurance insuring the Premises;

- v. Umbrella Insurance not less than \$2,000,000 for any occurrence and \$2,000,000 in the aggregate.
- (b) Such other insurances the City reasonably determines from time to time. The Tenant shall list the City of Johnstown as an additional insured on each policy and provide written proof of coverage to the City by July 1, 2020.

8. Repairs and Maintenance

- (a) The City shall not be required to make any improvements, replacements, or repairs of any kind or character to the Premises during the term of the Agreement, except as required to maintain the Premises in a habitable condition (heat, AC, sprinkler system, electrical panel, plumbing) or as otherwise expressly provided in Section 2 above. The City's action in making improvement, replacement or repair, shall not negate this provision.
- (b) The Tenant shall keep the Premises in neat, clean, and good order, and shall surrender the Premises at the expiration or earlier termination of this Agreement in as good condition as when received, excepting only deterioration caused by ordinary wear and tear or damage caused by fire or other casualty of the kind insured against in standard policies of insurance with extended coverage.
- (c) Except as otherwise expressly provided in Section 9, Tenant shall make all repairs, alterations, replacements, and modifications to the Premises at Tenant's own expense and using materials and labor of a kind and quality equal to the original work.
- (d) The Tenant shall obtain from local, state, federal and any other jurisdiction all permits required for any work to be completed on the premises.
- (e) Prior to making any structural improvements to the Premises, Tenant shall first secure the prior written consent of the City Manager which shall not be unreasonably withheld.

9. Alterations

- (a) Tenant covenants and agrees not to make any alterations, improvements, and additions to the Premises or any part thereof except with the prior written consent of the City Manager which shall not be unreasonably withheld, and in accordance with all applicable laws and at Tenant's sole cost and expense, including but not limited to worker's compensation insurance and general liability insurance during all times any alteration is in progress.

- (b) Tenant further agrees to indemnify the City against any mechanic's lien, other lien, or claims arising out of the making of any alteration, repair, addition or improvement to the Premises by Tenant.

10. Trade Fixtures

- (a) The City shall retain ownership of all trade fixtures, subject to the terms of this Agreement, and allow for the use by the Tenant.
- (b) All trade fixtures installed by the Tenant in the Premises that can be removed without causing irreparable damage to the Premises shall remain Tenant's property and shall be removable at the expiration or earlier termination of this Agreement or any renewal or extension thereof, provided Tenant is not in default under any covenant or condition contained herein. Upon removal at the expiration of this Agreement, Tenant shall promptly repair any damage created by such removal to restore the Premises to their original order and condition. Any such trade fixture not removed within thirty (30) days after termination of the Lease shall become the property of the City.
- (c) All fixtures and equipment permanently attached to or built into the Premises such as lighting fixtures, heating and air conditioning equipment, whether or not installed by the Tenant, shall not be removable at the expiration or earlier termination of this Agreement, or at the expiration of any renewal or extension thereof, and shall become the property of the City unless removed by the Tenant as provided by this Agreement.

11. Signs

Tenant shall not install or affix any sign, device, or fixture on or to the exterior of the Premises to promote Tenant's business without first obtaining the City's written consent which shall not be unreasonably withheld, and complying in all respects with applicable ordinances and regulations. The City shall have the right to remove any unapproved sign and restore the Premises to their condition prior to such installation, with Tenant responsible for the costs of removal and restoration payable the subsequent month following such removal.

12. Assignment

Tenant shall not assign, mortgage, pledge or encumber this Agreement, in whole or in part, to any other party without first obtaining the approval of the Johnstown City Council, which shall not be unreasonably withheld. All rights, obligations, and liabilities imposed upon the parties shall extend to and bind their respective heirs, executors, administrators, successors, sublessees, licensees, concessionaires, and assigns, subject to the provisions of this Agreement.

13. Compliance with Laws

The Tenant, at its sole cost and expense, shall comply with all applicable federal, state, county and municipal laws and regulations now or hereafter in force in connection with Tenant's use and occupancy of the Premises.

14. Fire or Other Casualty

Except as herein provided, the City shall have no obligation to repair or rebuild in case of fire or other casualty. If the Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not otherwise rendered unusable by Tenant in whole or in part, the City shall promptly at its own expense, cause such damage to be repaired.

If, by reason of such occurrence, the Premises shall be rendered unusable by tenant only in part, the City shall at its own expense cause the damage to be repaired, and the minimum rent shall be abated proportionately as to the portion of the Premises rendered unusable by Tenant. In the event the City shall elect not to have the damage repaired, or if the Leased Premises cannot be used by Tenant as a result of the occurrence, this Lease shall terminate along with Tenant's obligations to pay rent as set forth in the Agreement.

15. Indemnification

- (a) Except and to the extent of any injury to persons or damages to property that is proximately caused by or results from the negligent act or omissions of the City, its employees, or agents- Tenant covenants and agrees to indemnify and hold the City, its employees and agents harmless from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments and expenses incurred in connection or arising from:
- i. The use and occupancy of the Premises by the Tenant or any person claiming under Tenant.
 - ii. Any act or omission, either wholly or in part, by the Tenant, its agents, subtenants, licensees, concessionaires, contractors, customers, or employees.
 - iii. Any activity or work or thing done or permitted by Tenant on or about the Premises.
 - iv. Any breach by Tenant or its employees, agents, contractors or invitees of this Agreement.

- v. Any injury or damage to person, property or business of Tenant, its employees, agents, contractors or invitees upon entering the Premises under the express or implied invitation of Tenant.
 - vi. Any violation by Tenant of any federal, state, county and municipal laws, and regulations now or hereafter in force.
- (b) If any action or proceeding is brought against the City by reason of any of the foregoing (i) through (vi), the Tenant, upon written notice from the City, shall defend the same at Tenant's expense and pay all costs, expenses and reasonable attorneys' fees incurred or paid by the City in connection with such litigation; provided, however, that Landlord promptly give notice to Tenant and provide information as Tenant may reasonably request to defend such claim, demand, or suit.
- (c) Tenant shall pay all costs, expenses, and reasonable attorneys' fees that may be incurred or paid by the City in enforcing the covenants and conditions of this Agreement, whether incurred as a result of litigation or otherwise.

16. Waiver of Claims

- (a) The City or its duly authorized agents, employees, and contractors shall not be liable for loss of or damage to Tenant's equipment, trade fixtures, furnishings and items of personal property placed in or upon the Leased premises from accidents, conditions, or casualty occurring in, on or about the Leased premises, except where City's negligence or intentional acts causes such loss or damage.

17. Surrender and Holding Over

- (a) Tenant covenants and agrees to peaceably surrender to the City the Premises in a broom-clean condition and in good repair upon expiration or termination of this Agreement. In the event that the Tenant shall fail to surrender the Premises upon demand, the City shall have the right to receive as liquidated damages, for all the time the Tenant retains possession of the Premises or any part thereof, an amount equal to twice the minimum monthly rent specified in this Agreement.
- (b) If the Tenant remains in possession of the Premises with the City's consent but without a new Agreement reduced to writing and duly executed, Tenant shall be deemed to be occupying the Premises as Tenant from month to month, but otherwise subject to all the covenants and conditions of this Agreement. In such event, the City shall have the

right, on ninety (90) days prior written notice to Tenant, to increase the rent by an amount which will compensate the City for increased costs for services to be provided.

18. Tenant's Performance of Covenants

- (a) Tenant shall perform all of the covenants and conditions on its part to be performed, and it shall immediately, upon receipt of written notice, comply with the requirements of such notice.
- (b) If the Tenant shall violate any covenant or condition herein, and fail to cure any default within thirty (30) days of receiving written notice, the City may at its option do or cause to be done any and all of the things required by this Agreement, and in so doing the City shall have the right to cause its agents, employees, and contractors to enter upon the Premises and in such event shall have no liability to the Tenant for any loss or damage resulting in any way from such action. The Tenant shall pay within thirty (30) days of demand all moneys paid or expenses incurred by the City in taking such actions, including reasonable attorney's fees.

19. Default

The occurrence of any of the following shall, in addition to all other events of default provided herein, constitute a default by Tenant:

- (a) The filing of a petition by or against the Tenant or its surety for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of the Tenant or the Tenant's property; or an assignment by the Tenant for the benefit of creditors; or the taking possession of the property of the Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the Tenant; or if a temporary or permanent receiver or trustee shall be appointed for the Tenant or for the Tenant's property and such temporary or permanent receiver or trustee shall not be discharged within thirty (30) days from the date of appointment; or any other execution, levy, attachment, or other process of law upon the Tenant's interest in the leasehold estate, or any part thereof.
- (b) Failure to pay rent when due within a period of fifteen (15) days after receipt of written notice from the City.
- (c) Vacation or desertion of the Premises or permitting the same to be empty and unoccupied, or the failure to open and actively conduct its business for a period of thirty (30) consecutive calendar days, unless the Leased Premises are untenable from an insurable occurrence.

- (d) Tenant's removal or attempted removal of the Tenant's goods or property from or out of the Premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied the City for all rent which may become due as set forth in this Agreement.
- (e) The transfer or devolution, whether by operation of law or otherwise (except as hereinabove permitted), of this Agreement or the Tenant's estate or any of Tenant's interest to anyone other than the Tenant, or any such attempted transfer or devolution.
- (f) Tenant's failure to perform or observe any other covenant or condition of this Agreement, after written notice and demand, provided that, if such failure is of such a character as not to permit immediate compliance, then the Tenant's failure to proceed diligently and immediately upon receipt of notice to commence to cure of such failure, and thereafter to complete such cure with all reasonable dispatch within thirty (30) days after written notice from the City.

20. Remedies upon Default

In the event of a default by Tenant, which Tenant has failed to cure as set forth herein, the City may exercise all remedies available at law or equity including but not limited to, assessment of a late fee in the amount of 5% of the outstanding balance for failure to pay any monthly rental installment; or at the City's option, the entire rent for the balance of the said term shall immediately without action or notice become due and payable as if by the terms of this Agreement it were payable in advance; termination of the Agreement upon notice to Tenant; subsequent lease of the Premises to any other person upon such terms as the City may deem reasonable; confession of Judgment for ejectment or rent whereby a true copy of this Agreement shall be filed with such action.

- (a) Tenant's Waiver of Rights. Upon default, Tenant shall be subject to dispossession by the City without further notice or process of law with release of error and of damages, and the City may reenter the Premises and dispossess Tenant without thereby becoming a trespasser. Tenant hereby waives the benefit of all exemption laws of this Commonwealth that now are in force or may hereinafter be in force, or in any action or actions that may accrue on this Agreement, and in any distress that may be made for collection of the whole or part of said rent. Tenant also waives the benefit of stay of execution, inquisition, extension, right of appeal, certiorari and all errors, in all proceedings arising out of this Agreement. Tenant hereby waives any and all demand for payment of the rent herein provided for, either on the day due or on any other day, either on land itself or in any other place, and agrees that such demand shall not be a condition of reentry or of recovery of possession without legal process or by means of any action of proceeding whatsoever.

THE FOLLOWING PARAGRAPHS SET FORTH WARRANTS OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST TENANT. IN GRANTING THIS RIGHT TO CONFESS JUDGMENT AGAINST TENANT, TENANT HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND, ON ADVICE OF TENANT'S SEPARATE LEGAL COUNSEL, UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TENANT HAD OR MAY HAVE TO PRIOR NOTICE AND TO AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

IN VIEW OF THE COMMERCIAL NATURE OF THE RELATIONSHIP BETWEEN THE CITY AND TENANT, AND THE FACT THAT THE CITY AND TENANT MAY HAVE ADVERSE INTERESTS, TENANT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THERE IS NO EXPECTATION THAT THE CITY SHALL HAVE ANY DUTY TO ACT IN THE BEST INTERESTS OF TENANT, AND THAT TENANT'S REASONABLE EXPECTATION WITH RESPECT TO THE AUTHORIZATION GRANTED PURSUANT TO ANY POWER OF ATTORNEY HERENDER, IS THAT THE CITY OR ITS ATTORNEY MAY CONFESS JUDGMENT AS SET FORTH HEREIN AND TAKE ALL OTHER ACTIONS WITH RESPECT TO EXERCISING THE RIGHTS AND REMEDIES PROVIDED HEREUNDER. TENANT EXPRESSLY WAIVES ALL DUTIES IMPOSED ON THE CITY THAT MAY ARISE UNDER 20 PA.C.S. § 5601.3(b).

- (d) Confession of Judgment - Ejectment. At the end of the initial term of this Agreement, Tenant authorizes and empowers any attorney of any court of record to appear as attorney for Tenant as well as for all persons claiming by, through or under Tenant, and to confess judgment for the recovery by the City of possession of the Premises. Tenant agrees that (i) an amicable action of ejectment may be entered in the Court of Common Pleas of Cambria County, in which the City shall be plaintiff and Tenants (and all who come into possession during the term or continuance of this Agreement or under this Agreement) shall be defendants, (ii) judgment may be entered thereupon in favor of the plaintiff, without leave of Court, for the Premises, with the same to have the same force and effect as if a summons in ejectment had been regularly issued, legally served and returned, and (iii) that an appropriate writ of possession with clauses for all costs may be issued forthwith, waiving all errors and defects whatsoever, in entering said judgment, also waiving right of appeal, certiorari, writ of error of stay upon and writ(s) of possession which may issue upon the same. If such action is terminated and possession of the demised Premises remains in or is restored to Tenant, the City shall have the right for the same default and any subsequent defaults or upon the termination of this Agreement to bring one or more further actions to confess judgment for the recovery of possession of the Premises as herein provided..

- (c) Confession of Judgment for Rent - UPON DEFAULT BY TENANT HEREUNDER, TENANT HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY OR ATTORNEY AT LAW TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT FOR THE UNPAID BALANCE OF THE RENT AND OTHER AMOUNTS PAYABLE BY TENANT HEREUNDER, COURT COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND JUDGMENT MAY BE CONFESSED AS OFTEN AS ANY RENT AND OTHER SUMS SHALL FALL DUE OR BE IN ARREARS. SUCH AUTHORITY MAY BE EXERCISED DURING OR AFTER THE EXPIRATION OF THE INITIAL TERM OF THIS AGREEMENT, DURING ANY RENEWAL TERM OF THIS AGREEMENT, AND AFTER THE EXPIRATION OF ANY RENEWAL TERM OF THIS AGREEMENT.

21. Environmental Provisions

- (a) Tenant Representations, Warranties and Covenants - Tenant represents, warrants and covenants that Tenant shall operate and maintain the Premises and operations thereon in compliance with all applicable Federal, state and local laws, regulations and ordinances, including obtaining and maintaining all necessary permits, licenses, etc., applicable to the Premises and Tenant's activities or operations on the Premises, and shall cause its agents, representatives, employees, contractors, customers, and invitees to comply with all same.
- i. Tenant shall notify the City in writing of any threatened or pending civil, criminal or administrative proceedings, actions, summons, subpoenas, or lawsuits arising directly or indirectly, in connection with past or present operations conducted at the Premises. Tenant shall also promptly provide the City with copies of any notice of violation, complaint, judicial order, settlement documents, administrative correspondences and filings, or other documents which Tenant receives or becomes aware of relating to past or present operations conducted at the Premises or conditions on or adjacent to the Premises.
 - ii. Tenant covenants that they shall not cause or allow the generation, treatment, storage, disposal, or release of any Contaminants on or adjacent to or in a manner affecting the Premises; provided, however, that any Contaminant is used, stored, transported, and disposed of in accordance with all applicable Federal, state and local laws, regulations and ordinances. Contaminants shall mean (i) any hazardous substance as that term is defined in the Comprehensive Environmental Response, Compensation and

Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended, (ii) any hazardous waste or hazardous substance as those terms are defined in any local, state or Federal law, regulation or ordinance not inapplicable to the Premises, or (iii) petroleum including crude oil or any fraction thereof.

iii. Tenant shall immediately report to the City any Release of any Contaminant on or near the Premises and, to the extent required by Environmental Law, immediately report the Release to all appropriate governmental authorities as required by Environmental Law. To the extent that investigation, remedial action or other response to such a Release is required by Environmental Law, Tenant shall undertake such action, in consultation with the City, including without limitation, demonstrating attainment of a remediation standard of the City's choosing under Pennsylvania's Land Recycling and Environmental Remediation Standards Act, 35 P.S. § 6026.101 et al. ("Act 2").

(d) Tenant's Environmental Indemnity - Tenant agrees to indemnify, defend and hold harmless the City, and all of its agents, employees, attorneys-in-tact, attorneys-in-law, representatives, past, present or future, whether named or unnamed (collectively "City Indemnitees") from and against any and all Claims suffered, incurred or brought by City Indemnitees as a result of (a) Tenant's breach of this Agreement; (b) Tenant's violation of Environmental Laws subsequent to the commencement date of this Agreement, or (c) the Release of Contaminants on or adjacent to the Premises subsequent to the commencement date of this Agreement.

22. Non-Waiver

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

23. Notice

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent certified mail to the addresses listed in Section 1.5 for the City and Tenant.

24. Entire Agreement

This Agreement contains the entire agreement between the parties.

25. Invalid Provision

If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

26. Governing Law

The laws of the Commonwealth of Pennsylvania shall govern the validity, interpretation, performance and enforcement of this Lease.

27. Real Estate Taxes

If at any time during the original term of the Lease or during the term of the renewal option, the property becomes subject to County, City, or School District taxes, the Tenant agrees to be responsible for any or all Real Estate Taxes in proportion to Tenant's use of the property. If the City receives a tax bill from any taxing entity it will provide notice to the Tenant of the amount.

28. Amendments

This Agreement may be amended only by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

Accepted:

Shirt Enterprises, LLC

City of Johnstown

Monte Shane Shirt, Sole Member


John K. Trant, Jr., Interim City Manager

Witness


Witness

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF _____ : **SS**
:

On this _____ day of _____, 2020, before me, a notary public, the undersigned, personally appeared **Monte Shane Shirt**, who acknowledged himself to be the Sole Member of **Shirt Enterprises, LLC**, and that as such, he, being authorized by **Shirt Enterprises, LLC** to do so, executed the foregoing Lease Agreement for the purpose therein contained by signing his name thereon as such.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Notary Public

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10299

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 EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE THE AWARD OF A CONTRACT FOR THE RENOVATION OF CITY-OWNED PROPERTY LOCATED AT 126 CLINTON STREET, JOHNSTOWN, PENNSYLVANIA TO C&P HANDYMAN AND REMODELING.

WHEREAS, the City owns property located at 126 Clinton Street, Pennsylvania, 15901 which has been underutilized for a number of years and is in need of rehabilitation; and

WHEREAS, the City approved and issued a request for proposals for a rehabilitation and renovation project at 126 Clinton Street as further specified therein; and

WHEREAS, C&P Handyman and Remodeling submitted the lowest qualified bid for the proposed project; and

WHEREAS, the City desires to and hereby does award the attached Contract to C&P Handyman and Remodeling for payment in the amount of \$33,495.00 to be paid out of Line Account Number 086760036500, in exchange for the furnishing of all materials and labor required to rehabilitate, renovate, remodel, and improve the property as outlined and described in the request for proposals and attached contract;

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 execute and take any and all actions necessary to effectuate the Contract with C&P Handyman and Remodeling for the renovation and rehabilitation project for 126 Clinton Street in Johnstown, Pennsylvania, and the total Contract amount of \$33,495.00.


ADOPTED:

May 13, 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 that the foregoing is a true and correct copy of Resolution No. **10299** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Proposal

Page No. 1

of 2

Pages

C & P Handyman and Remodeling

562 Lost Valley Dr. • Hollsopple, PA 15935

814-242-6809

PA# 032667

PROPOSAL SUBMITTED TO City of Johnston		PHONE	DATE 3-21-20
STREET Market St		JOB NAME Dewet correction	
CITY, STATE AND ZIP CODE Johnston PA 15901		JOB LOCATION Market Center St	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Install two New Electrical panels / Repair circuits
in need of Repair and add 3 outlets out
Front for coolers.

Install New Led Lighting in dining, Kitchen,
and Bathroom Areas

Test HVAC system (Repair bid will come
later)

Install new Hot water tank

Install new Toilets, Sinks

pressure wash Floor in entire space

You, the buyer may cancel the transaction at any time prior to midnight of the third business day
after the date of this transaction. See the attached notice of
cancellation form for an explanation of this right.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

_____ dollars (_____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal – The above prices, specifications
and conditions are satisfactory and are hereby accepted. You are authorized to do
the work as specified. Payment will be made as outlined above.

Date of Acceptance:

5-20-20

Signature _____

Signature _____

A & D REMODELING
711 KENNEDY AVE.
JOHNSTOWN, PA 15901

814-525-0012

HIC # PA 027717

ESTIMATE

OWNER: City of Johnstown
401 Main St.
Johnstown, PA 15901
Phone _____

Date: March 19, 2020

CONTRACT The undersigned contractor is hereby to perform all labor necessary to complete the following work and supply all materials:

SEE ATTACHED SHEETS

Bid \$58,900.00

PAYMENTS to be made as following: \$ 29,450.00 down to start job, balance of \$ 14,725.00 when job is half way completed and balance of \$ 14,725.00 when job is completed.

Date: _____

Signature: _____

A & D REMODELING
AARON HOCKER
711 KENNEDY AVE.
JOHNSTOWN, PA 15901
814-525-0012

HIC # PA 027717

March 19, 2020

City of Johnstown
401 Main Street
Johnstown, PA 15901

WORK TO BE DONE

POWERWASHING FLOORS

Power wash all floors areas and fix tile in front part of building with tile from the back of the building.

ELECTRIC

Remove all old panel boxes and wiring from boxes, install two (2) new 200 amp boxes and wiring. Install new over head lights where need and new outlets and switches. Install wiring for stoves and ovens. Follow Blue prints for all wiring.

BATHROOM

Remove old sinks and toilets from bathrooms. Paint bathrooms white and install new toilets and sinks. New toilet paper holders and paper. Follow spec of blue prints

CEILINGS

Ceiling in the front of the building and bathrooms needs new tile installed in it and all gird painted black. The rest of the building needs new grid and tile installed. New lights being installed will be set in ceiling grid. Insulation will be installed above ceiling in all areas of building. Follow blue prints specs.

GAS LINE

The city will have to have the gas company check to see if a line is running into the building now and if not then have them run one and set meter.

Contractor will run line from gas meter into building where needed.

WATER HEATER AND VENTS FOR STOVES AND OVENS

A 50 gal. electric water heater will be installed. Commercial vent will be installed for stove and fryers with fire suppression system in it. Commercial vent for over oven area. Follow specs of blue print

PAINTING

Paint all walls white in color unless color is changed by owners. Patch all holes in walls where needed before painting walls.

HVAC system needs check to see if it is in working order, has to be done after gas and electric is on.

126 Clinton Street, City-Contractor Agreement

THIS AGREEMENT, is made this _____ day of, May 2020, by and between the City of Johnstown, Cambria County, a Municipal Corporation, having its principal place of business at City Hall, 401 Main Street, Johnstown, Pennsylvania, 15901 and hereinafter referred to as the "City",

AND

An Individual/Sole Proprietorship doing business within the Commonwealth of Pennsylvania under the trade name of C & P Handyman and Remodeling, and having his principal place of business at 562 Lost Valley Dr. Hollsopple, PA 15935; Hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the City owns the property located at 126 Clinton Street, Johnstown Pa 15901 hereinafter referred to as the "property": and

WHEREAS, the property has been underutilized for a number of years; and

WHEREAS, the City is ambitious to rehabilitate the property so as to put the property back into use; and

WHEREAS, the Contractor has submitted a bid for the rehabilitation of the property, and such bid was accepted by the City.

NOW THEREFORE, said Contractor has agreed, and by these presents does agree with the City for consideration of \$33,495.00 to furnish all materials and labor required to rehabilitate, renovate, remodel and improve the property as noted in the List of Work and described in the said List of Work and specifications being on file with the City, furnish evidence of insurance requested and in accordance with the proposal submitted by said Contractor on March 21st 2020 and to complete all of the work required by this contract.

The Contractor and the City agree that the List of Work and specifications including all addenda and other contract documents together with this Agreement, form the contract and that they are fully apart thereof as if hereto attached or herein repeated.

The Contractor agrees that the work set forth in said drawings and/or specifications shall commence within fifteen (15) days of written Notice to Proceed dated _____, from said City and shall be completed within thirty (30) calendar days thereafter, subject, however, to extensions of time arising out of unavoidable causes beyond the Contractor's control as determined by the City.

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. TIME FOR PERFORMANCE

The Contractor shall within fifteen (15) calendar days from the date of the Proceed Order begin actual performance hereunder and all work to be performed by the Contractor shall be completed in accordance with Conditions, Plans and Specifications within thirty (30) calendar days thereafter. An extension on the start date of this project may occur in accordance with the Pennsylvania Governor's Non-Life Sustaining Businesses to Close Order.

The said Contractor, for the consideration hereinafter mentioned and referred to, hereby covenants and agrees with the City, in a good and workmanlike manner, and according to said list of Work, plans and specifications and the terms of this Contract, to the satisfaction of the City to do and perform all of the work mentioned and referred to in said List of Work, plans and specifications and to furnish and supply all the labor and materials mentioned and referred to in said List of work, plans and specifications necessary for the proper performance of the work which the Contractor has undertaken to do as set forth, mentioned and referred to in the List of Work, plans and specifications annexed hereto and made a part of this Contract.

Notwithstanding the aforesaid, the Contractor is excused from the performance time requirement if, during the progress of the work, delay is authorized in writing by the City or of any employee either, or by any separate Contractor employed by the City, or by authorized changes in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes completely beyond the Contractor's control, and the time of completion shall be extended for such reasonable time as the City may decide. The City shall be empowered to make final decisions on the justifiability of causes offered as basis for extensions of time.

SECTION 2. THE CONTRACTOR SHALL:

1. Provide evidence of comprehensive public liability insurance coverage, protecting the City for not less than \$50,000/\$100,000 in the event of bodily injury or death of any person, and \$25,000/\$50,000 in the event of a claim for damages because of injury to or destruction of property, including loss of use arising there from, due to or arising out of the work performed by the contractor. Additionally, Contractor shall provide evidence of compensation insurance covering claims under workers or workman's compensation, disability benefit and other similar employee benefit acts or claims for damages because of bodily injury, occupational sickness or disease or death of his employees.
2. Carry, during the life of this Agreement, contractual liability insurance to protect and hold harmless the City.

3. Agree to comply with all laws and municipal rules, ordinances and building codes, whenever the same apply to Contractor's said work. The Contractor also agrees to comply with the requirements of all public authorities whenever they affect said work, to same the City from all annoyance and fines with respect to said work to give the property authorities all requisite notice relative to said work and to procure and pay for all necessary official licenses and permits necessary for the completion of the work to be performed.
4. Keep the premises broom clean and orderly during the course of the work, and remove all debris, tools, equipment, machinery and surplus materials at the completion of the work. Material and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless otherwise specified.
5. Guarantee City against any loss or damage arising from any defect of materials and workmanship furnished by Contractor under this Contract for a period of one (1) year from the date of completion and final acceptance of said work by the City. During this period, upon written notice from City, Contractor shall proceed with due diligence, at his expense, to properly replace any defective material or perform any labor necessary to correct any defect in the work. Furnish the City with all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under the Agreement.
6. Permit the U.S. Government, the city, or their designees to examine and inspect the rehabilitation work.
7. Repair all surfaces damaged by the Contractor resulting from the work under this agreement at no additional cost to the City. Repair of existing work shall mean the item is to be replaced in equal to new condition, either by patching or replacing.
8. Not begin work until a contract agreement signed by the Contractor and City is in effect, and not prior to receiving a Notice to Proceed Order from the City. If the Contractor begins work prior to receiving both a signed Contract and Notice to Proceed Order signed by the City, payment for the project will be refused by the City.
9. Shall comply with Lead Base Paint Provisions, ACT 24 CFR 35.
10. Shall certify that no Owner or employee connected with this firm, company or business is listed as a debarred, suspended or ineligible contractor in accordance with the Consolidated List of Debarred, Suspended or Ineligible Contractors and Grantees, as issued by the Department of Housing and Urban Development or suspended from the City of Johnstown Contractor List.
11. Shall certify on forms provided by the City that he will not subcontract any portion of this project to any individual, company or corporation listed on the Consolidated List of debarred, Suspended or Ineligible Contractors or Grantees.

12. Will give immediate written notice to the City of any alleged breach of this Contract by the City and shall give the City a reasonable time within which to procure the correction of the same. In the absence of such notice, it will be presumed conclusively as against the Contractor and all parties under him that said City is not in default to said Contractor.

SECTION 3. DEBARRED:

In the case where the contractor/subcontractor, officer or employee appears on the published consolidated list of Debarred, Suspended and Ineligible Contractors and Grantees, the contractor shall be liable to repay to the City all monies received under this contract.

SECTION 4. THE CITY SHALL:

The City, in consideration of the true and faithful performance by the Contractor of the Covenants and agreements herein contained or mentioned and referred to on his part to be kept and observed and done and performed, hereby covenants and agrees with the Contractor to pay the sum or sums of money and other consideration mentioned and specified, and in the manner and from set forth hereinafter in the Agreement.

Additionally, the City shall:

1. Cooperate with the Contractor to facilitate the performance of work including the removal and replacement of rugs, coverings and furniture as necessary.
2. Permit the contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to carry out the complete work.

SECTION 5. ARBITRATION:

The List of Work, plans and specifications, drawings and general information attached hereto and made a part of shall be used as a guide only because of no extra costs will be paid when the contractor has neglected to properly evaluate the extent of the rehabilitation work. It shall be the responsibility of the contractor to check all measurements and estimates as may be stated in the specifications and to bid accordingly. The parties hereby covenants, promise and agree that in the event of any dispute or argument hereafter arising between them as to the character, style or portion of the said work to be done, or materials to be furnished under this Contract or the List of Work, plans and specifications hereinbefore referred to, the same shall be referred to three (3) arbitrators, one (1) to be chosen by each of the parties hereto, who then agree on a third arbitrator, whose decision or that of the majority of them in the matter shall final and binding upon all the parties hereto. All parties shall share equally in the cost of arbitration. In the event of a dispute and one party designates his arbitrator in writing to

the other parties, the other parties must each designate their arbitrator within five (5) days thereof, in writing or shall be in default. In the event one of the remaining parties neglect to select an arbitrator, then the application of either shall be submitted to the president Judge of Cambria County, the said Judge to appoint the second arbitrator, of which the two designed arbitrators will select a third. This process will also be used when the two arbitrators selected cannot agree on a third arbitrator. The decision of the arbitrators shall be final, conclusive and binding on all the parties hereto.

SECTION 6. METHOD OF PAYMENT:

The contractor will be paid the agreement price in two (2) payments. The first payment shall not exceed fifty percent (50%) of the value of the work upon the start of the project, and a final payment of fifty percent (50%) of the value of the work upon the completion of the project, paid up to thirty (30) days after the City receives a request for payment. Final payments on the Contract agreement price will only be made after an inspection and acceptance by the City of all work to be performed by the Contractor. Additionally, before making final payments, the City shall have the right to request from the Contractor a full and complete release of all liens for all materials furnished and for all work done by said Contractor all parties under him and this Contract, and an absolute release from claims of any kind that might result from the performance thereof.

SECTION 7:

The premises are to be vacant during the course of the construction work. Only the contractor, or materials supplier, may be present at the project site during this contract.

SECTION 8. TERMINATION:

In the event that the contractor fails to furnish materials or execute work in accordance with the provisions of this contract or fails to proceed with or complete the work within the time limit specified in this contract, or if the provisions of the contract are otherwise violated by the contractor, the City, shall have the right to declare the contractor in default in the performance of his obligations under the contract. Said notice shall contain the reasons for the City's intent to declare the contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the contractor, by written notice, may be declared in default and his right to proceed under the contract terminated.

SECTION 9. DEFAULT:

In the event of any default by the contractor as described in Section 9 above, the City may procure the articles or services required to finish the project from another contractor, with whom a new contract is executed. The City shall apply any monies that remain to be paid for the completion of the project to the substitute contractor, and the

City may then hold the original contractor responsible for any excess cost or damages resulting to the City by reasons of the original contractor's default.

SECTION 10. NOTICES:

Notices to be given by the City to the Contractor shall be considered given for the purposes of this Agreement if mailed by regular mail to the Contractor at:

NAME: C & P Handyman and Remodeling,
ADDRESS: 562 Lost Valley Dr.
CITY/STATE/ZIP: Hollsopple, PA 15935

SECTION 11. EQUAL EMPLOYMENT OPPORTUNITY AND EXECUTIVE ORDER 11246:

It is understood and agreed that this Agreement contains the entire agreement between the parties hereto and there have been no oral or other agreements of any kind whatsoever, as a condition precedent or to induce anyone to the signing of this Agreement or otherwise, concerning this Agreement or the subject matter thereof between the parties hereto, nor shall nay changed, addition, or amendment be made hereto or to any of the terms, covenants or conditions hereof except by written agreement signed by the parties hereto.

It is understood and agreed that the terms "City", and "Contractor" and the masculine pronoun, singular member as may be used throughout this Agreement shall include the appropriate parties hereto, whether singular or plural or whether individuals, partnership, associations, corporations or otherwise.

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

WITNESS:

Secretary

CONTRACTOR:

By: _____
Contractor

Title: _____

ATTEST:

THE CITY OF JOHNSTOWN:

Nancy J. Cushing

By: [Signature]
City Manager

List of Work

The contractor will complete the following rehabilitation tasks to the building located at 126 Clinton Street, Johnstown, PA.

Work Tasks:

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

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10300

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 PURSUE AND TO TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE THE POSTING OF CERTAIN EQUIPMENT AND VEHICLES FOR SALE VIA ELECTRONIC AUCTION.

WHEREAS, the City of Johnstown City administration has identified certain items of City property and vehicles which are no longer of use to the City and desires to pursue the sale of said property via posting to the internet website Municibids to obtain the best possible value for said items; and

WHEREAS, the property proposed for posting for sale on the Municibids website includes 2 City vehicles and additional other City property/equipment as outlined on the attachment to this Resolution hereby incorporated as Exhibit A; and

WHEREAS, each item and/or category of property to be sold by the City is to be posted individually and not sold by "lot" and will be posted for sale individually; and

WHEREAS, the estimated value of each item/category of property to be sold, as attached hereto, is estimated to be less than \$10,000.00; and

WHEREAS, City of Johnstown Ordinance No. 5287 authorizes the sale of City property for the best price or prices obtainable where the sale value is estimated to be less than \$10,000.00, and further authorizes the sale of personal property of the City via an online or electronic auction sale subject to compliance with the requirements of Ordinance No. 5287; and

WHEREAS, the posting of the identified City property for electronic sale shall occur in accordance with all requirements set forth in City Ordinance No 5287, to the extent applicable;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to pursue and to take any/all actions necessary to effectuate the sale of City property via use of the electronic website Municibids, and to obtain the best price or prices obtainable for same.

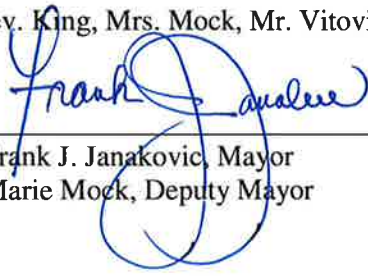
ADOPTED:

May 13, 2020

By the following Vote:

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

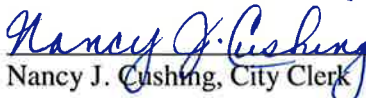
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10300** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Exhibit A

City Property to be listed for Sale via Municibids:

1. 2010 Ford Crown Victoria Vin # 2FABP7BV3AX101953
2. 1999 Chevrolet Suburban Vin # 1GNFK16R5XJ423619
3. 2005 Ford Expedition Vin # 1FMPU16525LA90281
4. 2002 Ford Vin # 1FDAF57FX2EA45457
5. 1983 International dump truck Vin # 2HTAA1957DCA16951
6. 1996 Pelican Street Sweeper Vin # P-2067-D
7. 1975 International Leaf Vac truck Vin # D1045ECA22994
8. 1973 Galion Grader Vin # 118CGC11766
9. 1953 Clark Fork lift Vin # Y601835CN
10. 14 Window AC Units