

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10354

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, UPON SOLICITOR APPROVAL AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE A LEASE AND OPERATIONS AGREEMENT WITH THE ROYAL BERKSHIRE, INC. FOR THE BERKLEY HILLS GOLF COURSE THROUGH DECEMBER 31, 2023 WITH AN OPTION FOR A 5-YEAR EXTENSION OF SAID AGREEMENT.

WHEREAS, the City is the legal owner of the Johnstown Municipal Golf Course, Berkley Hills ("Golf Course"), located in Upper Yoder Township, Cambria County, and

WHEREAS, following the issuance of a Request for Proposal addressing lease, sales, and/or management and operation of the Golf Course, the parties mutually desire to enter into a Lease and Operations Agreement on the terms and conditions outlined within the attached Agreement; and

WHEREAS, the Lease and Operations Agreement provides for an initial 4-year term commencing January 1, 2020, and extending through December 31, 2023 followed by an option for a 5-year renewal term to be exercised by Royal Berkshire, and for an annual rent to be paid to the City in the amount of \$30,000.00 to be paid as detailed within the attached Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that the Interim City Manager and/or his designee is hereby authorized and directed to sign, upon Solicitor approval, and to take all actions necessary to effectuate a Lease and Operations Agreement with The Royal Berkshire, Inc. through December 23, 2023, with a 5-year option for renewal.

ADOPTED:

November 18, 2020

By the following Vote:

Yeas: Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic. (6)

Nays: Rev. King (1)



Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. ~~10354~~ as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

## Lease and Operations Agreement

This Golf Course Agreement and Operating Agreement ("Agreement"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Johnstown, hereinafter referred to as "City" and The Royal Berkshire, Inc., 220 Curtis Drive, Johnstown, PA 15904 ("Royal Berkshire" and/or "Operator").

WHEREAS, the City is the legal owner of the Johnstown Municipal Golf Course, Berkley Hills ("Golf Course"), located in Upper Yoder Township, Cambria County; and

WHEREAS, following the issuance of a Request for Proposals addressing lease, sale, and/or management and operation of the golf course, the parties mutually desire to enter into a Lease and Operations Agreement on the terms and conditions outlined below;

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

### 1. Definitions

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

1.1 Premises – The 54 acre tract of land situated in Upper Yoder Township, Cambria County, Pennsylvania, currently being used as the Johnstown Municipal Golf Course.

1.2 Buildings – The Pro Shop, Cart Barn and Maintenance Building all located on the premises.

1.3 Term – Initial four (4) year term ending December 31, 2023, and/or any additional five year renewal term exercised by Royal Berkshire in accordance with the terms and conditions of said renewal option as further outlined herein.

1.4 Agreement Commencement date: January 1, 2020.

### 1.5 Addresses

(a) Operator's Address: 220 Curtis Drive, Johnstown PA 15904

(b) Operator's Address for Premises: \_\_\_\_\_

(c) City's Address: 401 Main Street, Johnstown, PA 15901

### 2. Premises

(a) Premises. The City hereby leases to Royal Berkshire and Royal Berkshire hereby leases from the City the Premises together with all buildings. All such use of the Premises shall be exclusively for purpose of operation of a golf course and related uses.

- (b) Access. The City shall have the right to enter the Premises at all reasonable hours with reasonable prior notice except in the case of emergency, for the purposes of conducting inspections which the City deems necessary for the safety, preservation or improvement of the premises.

### 3. Term and Commencement of Agreement

#### (a) Initial Term:

The initial term of this Agreement shall commence on January 1, 2020 and shall end on December 31, 2023.

#### (b) Renewal Option

Providing that no Event of Default has occurred and is continuing the Operator shall have the right to renew this Agreement for an additional five (5) year period upon the same terms and conditions provided herein, subject to advance written notice of Operator's intent to exercise or decline this renewal option being issued to the City no later than September 30, 2023.

### 4. Rent and Surcharge Payments

(a) Commencing on January 1 of each year, the Operator shall pay the City Annual Rent of \$30,000, payable in four (4) installments as follows:

- (i) Initial Lease payment of \$6,000.00 due no later than June 30 of each year.
- (ii) Second Lease payment of \$6,000.00 due no later than August 15<sup>th</sup> of each year.
- (iii) Third Lease payment of \$6,000.00 due no later than September 30<sup>th</sup> of each year.
- (iv) Final Lease payment of \$12,000, if applicable, plus payment of the surcharge detailed in Section 13 of this Agreement shall be due no later than December 31<sup>st</sup> of each year

(b) All payments must be delivered to the Director of Finance, Room 104, City Hall, 401 Main Street, Johnstown, PA 15901, no later than the close of business of the due date.

- (c) In addition to other remedies for non-payment of Rent, if the City on or before the required day does not receive the relevant installment payment of Base Rent, there shall be a service charge of fifteen percent (15%) of the Base Rent Payment Due for administrative costs of tracking the late payment. The Operator must pay the Base Rent and Service Charge no later than ten (10) days following the relevant due date to maintain the Agreement in good standing.

## 5. Operation and Use of Premises

- (a) The Operator will assume complete responsibility for the operation, maintenance, repair, and capital improvements of the golf course during the terms of this Agreement. The golf course shall be maintained as a public, non-exclusive facility. The Operator shall have the exclusive right to operate the golf course, pro shop and concession area in a manner that the Operator determines most effective. The Operator shall set rates and golf course staffing at levels to maintain operations. The Operator shall be required to maintain the current condition of the course and is authorized to make those improvements Operator in its sole discretion determines are necessary and keep it open to golf during the term of the lease.
- (b) Effective with the lease year commencing January 1, 2021, the following shall apply:
  - i. Operator agrees to maintain and implement a ten percent (10%) discount on rates charged to City of Johnstown residents and other patrons of the golf course, upon presentation of evidence of residence satisfactory to the Operator.
  - ii. It is understood and agreed by the Parties that with respect solely and exclusively to greens fees applicable to City-residents utilizing the discount addressed above, the Operator shall not be responsible for payment of the Five Percent (5%) surcharge on greens fees referenced in Section 13 of this Agreement below. This provision shall apply only to instances in which a City resident actually benefits from and receives the 10% discount on paid greens fees as described above, and in no other cases.
  - iii. Operator agrees to maintain accurate and complete documentation of all instances in which the discount was applied, for purposes of calculating and/or verifying instances in which the 5% greens fee shall not be due to the City, and will reflect such instances in a report to be provided with its payment of the surcharge to the City.

- (c) The Operator shall use the facility exclusively for the operation of a golf course and its related uses. Any use other than that of a golf course is prohibited without the express written consent of the City Manager.

#### 6. Repairs and Maintenance

Unless otherwise expressly provided, 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. The City shall not maintain or provide any service to the upkeep of the grounds, tees, fairways, equipment or greens located upon the premises.

#### 7. Permissible Deductions

- (a) The parties understand and agree that Operator Royal Berkshire shall be given credit for certain operation expenses incurred during the term of the Lease Agreement, by way of permissible deductions made from the final lease payment owed in any applicable given year.
- (b) Permissible deductions and/or credits for the operation of the Golf Course shall include but not be limited to:
  - 1) necessary repairs to buildings, irrigation and other infrastructure;
  - 2) the purchase of any sprinkler heads and valves for the irrigation system; and
  - 3) removal of dead and decaying trees and/or vegetation.
- (c) It is understood and agreed between the parties that in order to receive the necessary credit and/or deduction, as set forth above, Royal Berkshire shall provide all documentation and invoicing related to the claimed expense to the City within 30 day of receipt of same.
- (d) It is understood and agreed that the total amount of any permissible deductions and/or credits deducted from the final lease payment of \$12,000 as designated in paragraph 4(iv) above, of any given year shall not, under any circumstance, exceed \$12,000.00, per year.

#### 8. Equipment owned by the City

- (a) Any and all equipment owned by the City is listed on a document entitled "Motor Equipment Records" and attached to this Agreement as Exhibit "A".
- (b) As part of this Agreement with Royal Berkshire, the City shall transfer ownership of any equipment still in existence on Exhibit "A" to Royal Berkshire for use at the Premises.

- (c) Any equipment not listed on Exhibit "A" is not owned by the City and not the responsibility of the City to maintain or replace.
- (d) As a result of this Agreement, the Operator is the sole owner of all equipment located on the Premises, and shall maintain the equipment in an operable manner throughout the term of the lease.

#### 9. Utilities

- (a) The Operator shall be responsible for the installation, operation, payment and maintenance of all utilities currently 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.

#### 10. Compliance with Laws

The Operator, 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 Operator's use and occupancy of the leased Premises.

#### 11. Indemnification

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, Operator shall indemnify and hold 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:

- (a) The use and occupancy of the Premises by the Operator or any person claiming under Operator;
- (b) Any activity or work or thing done or permitted by Operator on or about the Premises or Buildings;
- (c) Any breach by Operator or its employees, agents, contractors or invitees of this Lease;
- (d) Any injury or damage to person, property or business of Operator, its employees, agents, contractors or invitees upon entering the Premises under the express or implied invitation of Operator;
- (e) Any violation by Operator of any federal, state, county and municipal laws, and regulations now or hereafter in force.

If any action or proceeding is brought against the City by reason of any of the foregoing (a) through (e), the Operator, upon written notice from the City, shall defend and indemnify the same at the Operator's expense.

## 12. Insurance

12.1 City's Insurance. At all times during the term, the City shall keep in force, at current coverage levels the following insurance:

- (a) All Risk property insurance insuring all Property, Buildings, all improvements located therein (excluding the Operator's Property);
- (b) Commercial general liability insurance insuring the Premises;
- (c) Such other insurance as the City reasonably determines from time to time.

12.2 Operator's Insurance. The Operator, at its sole cost and expense shall keep the following coverage in place during the term of the Agreement:

- (a) Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence and not less than \$2,000,000 in aggregate;
- (b) Comprehensive Automobile Insurance in an amount not less than \$1,000,000 per occurrence for any vehicles used for the golf course;
- (c) Workers Compensation Insurance not less than \$500,000;
- (d) Loss of Rents or Business Interruption Insurance not less than the annual operating budget of the lessee; and
- (e) Umbrella Insurance not less than \$2,000,000 for any occurrence and \$2,000,000 in the aggregate.

12.3 Additional Insured. The Lessee shall list the City of Johnstown as an additional insured on each policy and provide proof of coverage to the City by January 1 annually.

## 13. Surcharge

- (a) The Operator shall charge a five percent (5%) surcharge on all paid greens fees. The surcharge shall be turned over to the City no later than December 31<sup>st</sup> of each year and is paid in addition to any rent that shall be paid.

- (b) For the elimination of doubt, all provisions of Paragraph 5(b) above, are hereby incorporated into this paragraph as if set forth in full and made effective with the lease year commencing January 1, 2021.

#### 14. Default

- (a) Upon material default of the terms and conditions set forth herein on the part of the Operator or City, this Agreement may be terminated, provided that in the event of a claimed material default, notice as provided in Section 17 of this Agreement shall be given in writing of the circumstances alleged to constitute material default and the party claimed to be in material default shall have a period of fifteen (15) days to cure whatever condition or circumstance which would constitute a material default; and
- (b) In no event shall the City be responsible for any consequential damages incurred by Operator, including without limitation lost profits or interruption of business, as a result of any alleged default by the City, and in no event shall the Operator be responsible for any consequential damages incurred by the City, including without limitation lost profits or interruption of business, as a result of any alleged default by the Operator.
- (c) This section is exclusive of Section 14(d) and 14(e) below, which provide for immediate default.
- (d) Failure to make the required Base Rent Payment and Service Charge payment by the dates prescribed immediately-above shall place the Operator in immediate Default of the Agreement and the City may terminate the Agreement subject to the terms of the Agreement unless such payments are made within the 15 day cure period provided in section 14 (a).
- (e) Should any Rent Payment Check provided to the City by the Operator be returned for insufficient funds through no fault of the City, the Operator shall be in immediate Default of the Agreement and the City may terminate the Agreement unless the Operator remits the funds to the City within the cure period provided in section 14 (a).

#### 15. Exclusions

This Agreement does not provide the Operator any rights or privileges to any mineral or timber resources or the harvesting or mining of such.



16. Assignment

This Agreement cannot be assigned by the Operator to any other party without prior authorizing action by the City of Johnstown City Council.

17. 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 1.7 for the City and Operator.

18. Agreement

This Agreement contains the entire agreement between the parties.

19. 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:

City of Johnstown

\_\_\_\_\_  
Operator

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

CITY OF JOHNSTOWN

RESOLUTION NO. 10355

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO SIGN AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE A CONTRACT WITH STEEL VALLEY CONTRACTORS, LLC IN THE AMOUNT OF \$216,000.00 FOR CONTRACT #2020-1, CDBG STRUCTURE DEMOLITION PROGRAM TO DEMOLISH TWENTY-FOUR (24) STRUCTURES THROUGHOUT THE CITY OF JOHNSTOWN.

WHEREAS, the City Council of the City of Johnstown has previously submitted applications to the Department of Housing and Urban Development (HUD) for funding the Federal Fiscal Year 2019-2020 Community Development Block Grant (CDBG) Programs; and

WHEREAS, HUD has approved these activities in the approval of the aforementioned applications which were included in the Action Plans of the Consolidated Plan for the Federal Fiscal Year; and

WHEREAS, the Department of Community and Economic Development (DCED) of the City of Johnstown has carried out all project planning and clearance activities including the Environmental Review Record, engineering of the project, advertising and public bidding; and

WHEREAS, DCED carried out all required procurement activities which resulted in the receipt of two bids from which were opened publicly on October 30, 2020 at 1:00 PM; and

WHEREAS, DCED staff reviewed the bids received and identified, and hereby recommends with Steel Valley Contractors, LLC, as the lowest bona fide bidder with a bid amount of \$216,000.00, to be paid out of line item account numbers 04.609.29.290.19 and 04.609.29.290.20.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the Interim City Manager and/or his designee is authorized and directed to sign and take any/all actions necessary to effectuate Contract #2020-1 with Steel Valley Contractors, LLC for the completion of demolition of twenty-four structures throughout the City of Johnstown in the amount of \$216,000.00 as per its bid opened on October 30, 2020.

18<sup>th</sup> We do hereby certify that the above Resolution was passed by the City Council of the City of Johnstown this day of November, 2020.


ADOPTED:

November 18, 2020

By the following vote:

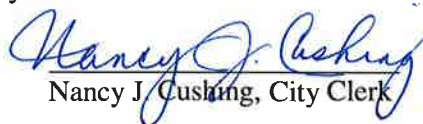
Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock. (7)

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. **10355** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

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



# **FY 2020 DEMOLITION AND SITE CLEARANCE PROJECT 1**

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**A. INTRODUCTION –**

The City of Johnstown, PA has issued an Invitation to Bidders and Advertised for BIDS for demolition and site clearance work for twenty-six (26) properties for demolition located in the City of Johnstown.

A list of these twenty-six (26) properties for demolition, tax parcel number and description is in the Special Conditions Section.

Bids are due on, or before **12:00 PM** (prevailing time), Friday, October 30, 2020 in the Office of the City of Johnstown's Department of Community and Economic Development. These offices are located on the second floor of the Johnstown City Hall, 401 Main Street, Johnstown, PA 15901.

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

## INVITATION FOR BID

To: Qualified Contractors

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

Date: October 15, 2020

Re: Invitation for Demolition bid

The City of Johnstown is soliciting an invitation for Bids from qualified demolition contractor(s) for the FY 2020 CDBG Program funded by HUD.

- Proposal packets will be available for qualified contractors.
- Interested and eligible contractors will assess the individual properties and provide a bid for the scope of work needed for demolition.
- Bid proposals will be accepted at the Community and Economic Development Office located at 401 Main Street, Second Floor, Johnstown, PA 15901, no later than October 30, 2020 at noon.
- The decision to award the contract(s) will be based on the cost, time schedule, and the ability to perform successfully under the terms and conditions of the proposed procurement.
- Only complete proposal packages will be considered.
- Both successful and unsuccessful bidders will be notified in writing of results no later than thirty days following the bid closing.
- Successful bidders can/will be awarded one or more project(s).

Sealed proposals must be received by 12:00 PM on Friday, October 30, 2020 and will be opened at 1:00PM. Only proposals received by this date and time will be considered. Bids received late or incomplete will be returned unopened. Proposals will be opened in the presence of witnesses in the Community and Economic Development Office. For further information, contact Tracy Teno, Administrative Assistant. (814) 539-2504 ext. 111.

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

## ADVERTISEMENT FOR BIDS

The City of Johnstown will receive sealed bids for the FY 2020 CDBG Demolition Program.

Sealed bids will be received in the Community and Economic Development Office, Johnstown City Hall, Room 104, 401 Main Street, Johnstown, PA 15901 until 12:00 PM, Friday, October 30, 2020. All bids will be publicly opened and read at 1:00 PM in the second floor conference room of City Hall.

Scope of Work: The removal and legal disposal of the material and debris from the demolition of twenty-six (26) buildings. A more detailed Scope of Work, project description, and contract documents for bidding purposes may be obtained from the Community and Economic Development Office as mentioned above. Addenda, if any, will be issued only to those contractors whose name and fax number are on record as having obtained these documents.

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

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

Bid proposal documents shall be enclosed in an envelope (outer and inner) both of which shall be sealed and clearly labeled "Proposal for CDBG Demolition Program". The bidder shall be responsible for the placement of the firm's name on the outside of the bid envelopes.

All bidders are encouraged to contact Tracy Teno, Administrative Assistant, (814) 539-2504 ext. 111.

Tracy Teno  
Administrative Assistant  
City of Johnstown - DCED  
814-539-2504 ext. 111

## INSTRUCTIONS TO BIDDERS

### 1. **USE OF CONTRACT DOCUMENTS**

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

### 2. **INTERPRETATIONS OF ADDENDA**

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

### 3. **INSPECTION OF SITE**

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

### 4. **RELEASE OF BUILDINGS: SEQUENCE OF WORK**

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

### 5. **ALTERNATIVE BIDS**

No alternative bids will be considered unless specifically requested.

- a. All bids must be submitted on forms supplied by the City of Johnstown and

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

- b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidders Qualifications shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled with the words (Demolition and Site Clearance Bid Documents), Project Name, Name of Bidder, Date, and Time of Bid Opening in order to guard against premature opening of the bid.
- c. The City of Johnstown may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached and at its option may reject the same.
- d. The City will award one contract for all properties. The contract will be awarded by the City of Johnstown to a responsible bidder on the basis of the total bid price and which is the most favorable to the City of Johnstown. The contract will require the completion of all work according to the contract documents.
- e. Each bidder shall include in his bid, in the appropriate spaces therefore, the estimated cost of performing the work of demolition and site clearance for each property, including all items of overhead and credit for salvaged materials.
- f. Each bidder shall include in his bid the following information:

Principals:

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

Firm:

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

**6. BID GUARANTY**

- (a) The bid must be accompanied by a Bid Guaranty which shall not be less than ten percent (10%) of the total estimated cost of demolition and site clearance including all items of overhead and without credit for salvaged materials. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The bid bond shall be secured by a guaranty or surety company listed in the latest issue of U.S. Treasury Circular 570 and is



authorized to do business in the Commonwealth of Pennsylvania. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be payable to the order of the City of Johnstown. Cash Deposits Will Not Be Accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the contract documents.

- (b) Revised bids submitted before the opening of bids, whether forwarded by mail, fax or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the bid will not be considered.
- (c) Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government Bonds of unsuccessful bidders will be returned as soon as practicable after the opening of the bids.

#### **7. COLLUSIVE AGREEMENTS**

- (a) Each bidder submitting a bid to the City of Johnstown for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted.
- (b) Before executing any sub-contract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTS, UNDER GENERAL CONDITIONS, PART I.

#### **8. STATEMENT OF BIDDERS QUALIFICATIONS**

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

**9. CORRECTIONS**

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

**10. TIME FOR RECEIVING BIDS**

- (a) Bids received prior to the advertising time of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of other bids is completed, and it is shown to the satisfaction of the City of Johnstown that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
- (b) Bidders are cautioned that, while faxed modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to the misinterpretation, shall make the bid so modified or amended subject to rejection.

**11. OPENING OF BIDS**

At the time and place fixed for the opening of bids, the City of Johnstown will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative. The opening of bids will occur on the first floor of City Hall, 401 Main Street, Johnstown, PA, on October 30, 2020.

**12. WITHDRAWAL OF BIDS**

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

**13. AWARD OF CONTRACTS**

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

- (2) In those cases, where the bidder pays the City of Johnstown (where the bidder is bidding to buy salvage), the highest responsible bidder complying with the conditions of the Instructions to Bidders provided it is to the interest of the City of Johnstown to accept it.
- (b) The City of Johnstown reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest. The bidder to whom the award is made will be notified at the earliest possible date.
- (c) The City of Johnstown reserves the right to reject any bid from any bidder which it deems to be unqualified or not responsible to perform the work described in the contract, regardless of whether such bidder submits the lowest bid. The City of Johnstown may consider the fact that a bidder does not habitually perform with their own forces the major portions of the work involved in the demolition and site clearance process, in its determination of whether such bidder is qualified or a responsible bidder.

#### **14. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND**

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

work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. In the event a more favorable bid is received through re-advertising, the defaulting bidder hereby waives any and all claims or causes of action it may have against the City of Johnstown arising from the bid/award process including, but not limited to, any rights it may have to a refund of any monies from the City of Johnstown for or relating to this Agreement, or the bidding process.

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

#### **15. WAGES AND SALARIES**

- (a) Attention of Bidders is particularly directed to the requirement concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.
- (b) The rates of pay set forth in the Davis-Bacon Prevailing Wage Rates are the minimum to be paid during the term of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

#### **16. EQUAL EMPLOYMENT OPPORTUNITY**

- (a) Attention of Bidders is particularly directed to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.
- (b) Attention of Bidders is also particularly directed to the requirements for ensuring that, to the greatest extent feasible, in connection with work covered by this Contract, opportunities for training and employment be made available to lower income residents of the Project Area and the Contract work shall be awarded to business concerns which are located in or owned in substantial part by residents of the Project Area.

#### **17. ACCEPTANCE/REJECTION OF BIDS**

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

## **SPECIAL CONDITIONS FOR DEMOLITION AND SITE CLEARANCE**

### **1. DEMOLITION AREA:**

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

### **2. TIME FOR COMPLETION:**

See the following section "Schedule of Buildings" for time of completion of the project. The overall project will be completed within one hundred and twenty (120) days from the date that the "Notice to Proceed" is issued. No individual building may take more than thirty (30) days from the date of its "Notice to Proceed" for completion of the demolition of that property.

### **3. RELEASE OF BUILDINGS**

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

### **4. SCHEDULE OF BUILDINGS**

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

The work which the contractor is required to perform under the contract shall commence within fifteen (15) days after the receipt of Notice to Proceed and shall be fully completed within one hundred and twenty (120) consecutive calendar days following such Notice. Work not completed within the 120-day timeframe will be subject to a \$500.00 a day fine until all contracted work is completed. The City of Johnstown DCED reserves the right to extend 120-day time limit if it deems it necessary due to weather conditions or other factors.

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

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

### **5. LIQUIDATED DAMAGES**

a. Since it is impossible to assess accurately the damage which may be

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

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

## **6. RESPONSIBILITIES OF CONTRACTOR**

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

## **7. COMMUNICATIONS**

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor stated on the signature page of the agreement (or at such other office as the contractor may from time to time designate in writing to the City of Johnstown), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or faxed, to such office.
- c. All papers required to be delivered to the City of Johnstown shall unless otherwise specified in writing to the contractor, be delivered to the City of Johnstown, Department of Community and Economic Development and any notice to or demand upon the City of Johnstown shall be sufficiently given if so delivered or if deposited in the United States mail in a sealed, postage-prepaid envelope, or faxed to said City of Johnstown or to such other address as the City of Johnstown may subsequently specify in writing

to the contractor for such purpose.

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

**8. WORK NOT INCLUDED IN CONTRACT**

The following are not included in the contract:

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

**9. CONTRACT DOCUMENTS AND SITE PLAN**

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

- (a) Demolition Agreement, Addenda, if applicable
- (b) City Demolition Site Clearance Location Map (s)
- (c) Schedule of Properties to be Demolished/Cleared

## SCHEDULE OF PROPERTIES TO BE DEMOLISHED/CLEARED

	<b>Property Address</b>	<b>Description of Property</b>	<b>Tax Map Parcel #</b>
1	236-238 Riley Place	2 story duplex brick structure with stone foundation	71-005.-417.000
2	242 Union Street	2 story single family stone & brick structure	71-003.-107.000
3	307-309 Morell Place	2 story duplex brick structure with stone foundation	71-005.-413.001
4	711 Cypress Avenue	2 story duplex wood sided structure with stone foundation	87-013.-307.000
5	768 Cypress Avenue	2 story single family wood structure with block foundation	87-016.-120.000
6	727 Park Avenue	2 story single family wood structure with stone foundation	87-005.-105.000
7	217-219 Rear Horner Street	2 story duplex brick structure with stone foundation	77-020.-220.000
8	730-732 Horner Street	2 story duplex wood sided structure with block foundation	77-007.-105.000
9	409 Linden Avenue	2 story single family wood structure with stone foundation	87-019.-122.000
10	508-510 Linden Avenue	2 story duplex wood structure with stone foundation	87-022.-121.001
11	704-706 Highland Avenue	2 story duplex brick structure with stone foundation	87-017.-303.000
12	708-710 Highland Avenue	2 story duplex wood structure with stone foundation	87-017.-304.000
13	709-711 Highland Avenue	2 story duplex wood structure with stone foundation	87-017.-216.000
14	709 Rear Highland Avenue	2 story single family wood structure with stone foundation	87-017.-216.001



15	720-722 Highland Avenue	2 story duplex wood structure with stone foundation	87-017.-307.000
16	110 Cooper Avenue	2 story duplex wood structure	91-002.-312.000
17	123-125 Cooper Avenue	2 story duplex wood structure	91-002.-103.000
18	246 Cooper Avenue	2 story single family wood structure	91-004.-127.000
19	334 Cooper Avenue	2 story single family wood structure	91-005.-128.000
20	343 Cooper Avenue	2 story single family wood structure	91-005.-204.000
21	347 Cooper Avenue	2 story single family wood structure	91-005.-206.000
22	5-7 Cleveland Street	2 story duplex brick structure with stone foundation	87-003.-108.000
23	21-23 Cleveland Street	2 story duplex wood sided structure with stone foundation	87-003.-105.000 87-003.-104.000
24	212 Wheat Street	2 story single family wood sided-structure with stone foundation	87-018.-210.000
25	407 Russell Avenue	2 story single family wood structure with stone foundation	87-021.-110.000
26	816 Coleman Avenue	2 story single family wood structure with stone foundation	87-004.-111.000

## TECHNICAL SPECIFICATIONS

### A. SCOPE

The contractor shall furnish all work, services, materials and related items necessary to complete the work specified within this RFP. The work includes, but is not limited to, the following:

1. Rodent extermination.
2. Protecting all adjacent properties and natural features of areas to remain undamaged.
3. Demolishing and removing all posts and settings, buildings, sheds, fences, structures, porches, walls, fences, furnaces and fuel tanks on or underneath the ground.
4. Demolish and remove paved surfaces (except street sidewalks).
5. Disconnecting and sealing utilities.
6. Removing all rubbish, junk and trash from the site.
7. Providing all necessary licenses, permits and pay fees.
8. Preserving all operating utilities serving other properties and related appurtenances on site.
9. Providing adequate protection to persons and property.
10. Providing dust control.
11. Clearing and filling all wells, cisterns and similar underground structures.
12. Breaking up basement floors.
13. Demolishing and removing all above-ground masonry.
14. Backfill basements and other excavations.
15. Leaving site free of all demolition refuse, trash and junk.
16. Restoring to original grades and conditions all properties damages by any activity related to the work and taking adequate precautions to avoid settlements or cave-ins of properties higher than site; or other damage to properties lower than site.
17. After back-filling has been completed and approved by city officials, apply 3" to 4" topsoil. The City of Johnstown is not requiring any seeding or planting to be done at demolition site. The site does however need to be graded and left in a presentable manner.

## **B. DEMOLITION**

1. Before starting the demolition work, the Contractor shall check to determine that all utility services, such as water, gas, steam, electricity and telephone are disconnected at the service main, in accordance with the rules and regulations governing the utility involved. Should any utilities be found to be connected, the Contractor shall notify the Utility Company. No work shall commence on any building before utilities are properly disconnected. All storm and sanitary sewers leading from the structures to be demolished shall be securely sealed. All active utility mains traversing the project site shall be preserved.
2. Before beginning demolition operations, the Contractor shall pump out and clean in a sanitary manner, all wells and cesspools within the areas to be cleared, and after disinfecting them as may be required by the Pennsylvania Department of Public Health, shall fill them to adjacent ground level in the manner hereinafter prescribed for backfilling.
3. Before any demolition work commences, to prevent migration of rodents and other pests, thorough and efficient measure shall be pursued to exterminate them from the entire area by the Contractor as well as display appropriate warning signs in conspicuous places.
4. No work shall be performed between the hours of 6:00 p.m. and 7:00 a.m. (prevailing time), Monday through Saturday. Work is also prohibited on Sundays and legal holidays except in the case of an emergency; and without prior consent, no work shall be performed during the above prohibited periods.
5. Curbs, public sidewalks outside the lot line, and street paving are not to be disturbed. All curbs, public sidewalks and street paving damaged or disturbed by the Contractor shall be restored by the Contractor.
6. The Contractor shall furnish, erect and maintain approved danger, warning, and "Keep Out" signs at places and locations where the placing of such signs are warranted.
7. Structures shall be demolished in such manner as to avoid hazards to persons and property, interference with the use of adjacent buildings, and interruption of free passage to and from such buildings.
8. During the demolition of the buildings and structures, the work shall be kept thoroughly wetted down, if applicable, to prevent the spread of dust, if applicable. The Contractor shall provide water and necessary connections therefore.

9. All buildings and/or other structures in the demolition area shall be completely razed to a level 12" below adjacent existing ground surface and all materials shall become the property of the Contractor and shall be removed from the site. Such razing to a level 12" below adjacent existing ground surface shall include, but not be limited to, all items such as posts, piers, fences, walls (including basement and foundation walls), sheds, steps, thresholds, except such items as are specifically noted to remain in place. All basement walls, foundation walls or partitions that are of tile or masonry construction shall be completely removed regardless of elevation.
10. Wood partitions, stairways, furnaces, piping and other equipment, rubbish and debris located in basements or cellars shall be removed from the site.
11. In buildings where there are no basements and the ground floor is of wood construction, the flooring joists and/or sleepers shall be removed. In such buildings, where the ground floor is other than wood and has space under the floor, all materials shall be removed.
12. All basement floors or other paving below grade shall be thoroughly broken up. Where the ground floor is of a slab on grade construction, such slab shall be broken up and removed.
13. Masonry walls shall be demolished in small sections. Structural steel, cast iron and heavy timber framing members shall be removed individually and carefully hauled from site.
14. Explosives shall not be used in the work except by prior written permission of the City of Johnstown and after the Contractor has obtained and exhibited all the necessary permits therefore.
15. The successful bidder, to whom the contractor is awarded, agrees hereby to indemnify and save the Board Members and Staff of the Local Public Agency, and any of its employees from all suits, actions or claims of any character, time and description brought forth or on account of any injuries or damages received or sustained by any person, persons or property by or from the successful bidder or by or in the performance of the work, or through defective workmanship or materials, or by or on account of any act, omission or misconduct of the successful bidder or any of his representatives, servants or employees.

#### **D. FILLS**

1. All basements and cellars or other areas below grade, including those on vacant lots, shall be filled to 4" above grade with sound fill and graded in such a manner as to provide adequate drainage from the filled area. No decomposable organic material or wood, glass, plaster, paper, piping, steel or other metal work or material or any unstable or combustible material shall

be used in making fills, Fills shall be made or completed of clean earth borrow or granulated iron blast furnace slag. Earth mounds whereas existing on the site may be used as a source of borrow. Borrow pits extending below grade will not be permitted.

2. No basement shall be filled until an authorized representative of the City of Johnstown has approved the breaking up of any existing basement floor.
3. When the basements have been approved for backfilling, all basement floors shall be broken up into pieces not larger than 3' in the longest dimension. After the floor is broken up, any masonry partitions may be broken up into pieces not larger than 2' in the longest dimensions and used for backfill.

#### **E. DEBRIS REMOVAL**

1. The Contractor shall remove all debris to an approved disposal site in compliance with Act 241 (The Pennsylvania Solid Waste Management Act).
2. The successful Contractor will be responsible for providing his own dumping site (s). The City of Johnstown assumes no responsibility to the successful Demolition Contractor to provide any dumping site (s) whatsoever, this being the responsibility of said Contractor.
3. The Contractor shall submit to the City of Johnstown proof of acceptance of the debris by the operation of any approved disposal facility. The fee for debris disposal at an approved site shall be negotiated by and between the Contractor and the operator of the landfill facility. The City of Johnstown will not be responsible for the fee negotiation.

#### **F. SIDEWALK OPENINGS**

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

#### **G. BARRIERS**

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

spaced 1' - 4' and 3' above grade. Selected salvage material may be used if smooth and free of projecting nails.

**H. TRAFFIC**

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

**I. CLEAN-UP**

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

ATTENTION BIDDERS

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

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

REQUIREMENTS OF SUCCESSFUL BIDDING CONTRACTOR

- a. The Contractor will be required to furnish and pay for satisfactory PERFORMANCE AND PAYMENT BONDS.
- b. The Contractor will be required to carry WORKMAN'S COMPENSATION INSURANCE (AS SPECIFIED FOR DEMOLITION); MANUFACTURERS AND CONTRACTORS PUBLIC LIABILITY INSURANCE in the amount of \$500,000 for one person, \$1,000,000 per one accident; and PROPERTY DAMAGE INSURANCE in the amount of \$100,000 per one accident, \$300,000 in the aggregate.
- c. The Contractor will be required to submit proof of a disposal site approved by the PA Department of Environmental Protection (DEP) and a statement that the approved site will accept the refuse from the demolition area prior to the execution of the contract.
- d. The Contractor will acquire from the City of Johnstown where demolition work is conducted all permits as required by the municipality.
- e. The Contractor will be required to furnish a Maintenance Bond in the amount of the total project price. Said bond shall be in effect for one (1) year from the date of acceptance of the project by the City of Johnstown.

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

Company Name: Steel Valley Contractors

Signature: [Handwritten Signature]

Title: owner Date: 10-29-20

**BID PROPOSAL FOR DEMOLITION AND SITE CLEARANCE**

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

Gentlemen:

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

For the sum of Two hundred sixteen thousand Dollars (\$216,000 -), including the value of such salvage materials specified to become the property of the Bidder. The individual bid prices for each building are shown on the attached form.

2. In submitting this Bid, the Bidder understands that the right is reserved by the City of Johnstown to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or anytime thereafter before this Bid is withdrawn, the undersigned agrees to furnish the required Performance/Payment Bond (s), DER Dumping Permit and Demo Permit (if required by Municipality), within fifteen (15) days after notice of award.
3. Security in the sum of Two hundred sixteen thousand Dollars (\$ 216,000 - ), is submitted herewith in accordance with the Instruction to Bidders.
4. Attached hereto is an affidavit of proof that the undersigned has not entered into a collusive agreement with any person in respect to this Bid or any other Bid for the Contract for which the Bid is submitted.
5. The Bidder is prepared to submit a financial and experience statement upon request.



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

NAME: Ghassan Mustek

SOCIAL SECURITY NUMBER: 286-64-1891

ADDRESS, INCLUDING ZIP CODE: 1834 Lawrence St Youngstown, Ohio 44506

NAME: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

ADDRESS, INCLUDING ZIP CODE: \_\_\_\_\_

7. **CERTIFICATE OF NONSEGREGATED FACILITIES:**

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

Date: Oct 29, 2020

FEIN: 47-5007340 (Name of Company) Steel Valley Contractors, LLC

By: Ghassan Mustek Title: President

Official Address Including Zip Code: 1834 Lawrence St Youngstown, Ohio 44506

**BID FOR DEMOLITION/CLEARANCE  
And SITE EXCAVATION**

**PLEASE PROVIDE A BID FOR EACH STRUCTURE,  
IN ADDITION TO A TOTAL BID**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

<b>Property Address</b>	<b>Description of Property</b>	<b>Tax Map Parcel #</b>
236-238 Riley Place	2 story duplex brick structure with stone foundation	71-005.-417.000
242 Union Street	2 story single family stone & brick structure	71-003.-107.000
307-309 Morell Place	2 story duplex brick structure with stone foundation	71-005.-413.001
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217-219 Rear Horner Street	2 story duplex brick structure with stone foundation	77-020.-220.000
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708-710 Highland Avenue	2 story duplex wood structure with stone foundation	87-017.-304.000

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407 Russell Avenue	2 story single family wood structure with stone foundation	87-021.-110.000

816 Coleman Avenue	2 story single family wood structure with stone foundation	87-004.-111.000
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State of Ohio }  
 County of Mahoning } ss.

Ghassan Musteh, being first duly sworn, deposes and says that:

1. He is the President (owner, partner, officer, representative or agent) of Steel Valley Contractors, LLC the Bidder that has submitted the attached Bid.
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
3. Such Bid is genuine and is not a collusive or sham bid.
4. Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Johnstown or any person interested in the proposed Contract.
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signature):

*[Handwritten Signature]*

Title:

President

Subscribed and sworn to before me this

30 day of

Oct 2020

(Notary Signature)

*[Handwritten Signature]*

My Commission Expires:

8/27/25



AMY L SHOTTS  
 Notary Public, State of Ohio  
 My Commission Expires:  
 August 27, 2025

**BID BOND (IF APPLICABLE)**

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

As PRINCIPAL, and

as surety are held and firmly bound unto the City of Johnstown hereinafter called the "Local Public Agency", in the penal sum of Two hundred sixteen thousand DOLLARS (\$ 216,000-), truly to be made, we find ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated Oct 30, 2020, for City of Johnstown Demolition RFP.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 29 day of Oct, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence Of:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

ATTEST:

Tony White  
\_\_\_\_\_  
Steel Valley Contractors, LLC

By: [Signature] (SEAL)  
\_\_\_\_\_  
Steel Valley Contractors, LLC

ATTEST:

Countersigned  
By: \_\_\_\_\_  
Attorney-in-Face, State of

By: Amy L Shotts (SEAL)



AMY L SHOTTS  
Notary Public, State of Ohio  
My Commission Expires:  
August 27, 2025

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

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

Title: Secretary (SEAL)

Oct 29, 2020 (Date)

**STATEMENT OF BIDDER'S QUALIFICATIONS**

**(Demolition and Site Clearance Contractor)**

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

1. **NAME OF BIDDER:** *Steel Valley Contractors, LLC*
  
2. **PERMANENT MAIN OFFICE ADDRESS:**  
*1834 Lawrence St Youngstown, Ohio  
44506*
  
3. **WHEN ORGANIZED:**  
*September 29, 2015*
  
4. **IF A CORPORATION, WHERE INCORPORATED:**  
*September 29, 2015*
  
5. **HOW MANY YEARS HAVE YOU BEEN ENGAGED IN DEMOLITION UNDER YOUR PRESENT FIRM OR TRADE NAME:**  
*5 years*
  
6. **CONTRACTS ON HAND: (SCHEDULE THESE, SHOWING GROSS AMOUNT OF EACH CONTRACT AND THE APPROPRIATE ANTICIPATED DATES OF COMPLETION.)**  
*Johnstown Redevelopment Authority - \$281,000 - Nov 30, 2020  
Green County - 79,000 - Dec 15, 2020*
  
7. **GENERAL CHARACTER OF WORK PERFORMED BY YOU:**  
*Conrad Building Johnstown, PA.  
Demo Buildings*
  
8. **HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? IF SO, WHERE AND WHY?**  
*NO*

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

*NA*

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

*TB ' See Attach*

11. LIST YOUR MAJOR EQUIPMENT:

*See Attach*

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

*See Attach*

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

14. CREDIT AVAILABLE: \$ *1.5 million*

15. GIVE BANK REFERENCE:

*First National Bank - Carla Hunter 330-747-0291*

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

*NO*

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

*NO*



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

Dated this 29 day of Oct, 2020.

By: [Signature]  
Title: President

State of Ohio }  
County of Mahoning } s.s.

Ghassan Musteh being duly sworn, deposes and says that he is the President of

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

Subscribed and sworn to before me this 30 day of Oct, 2020.

[Signature]  
Notary Public

My commission Expires:



AMY L SHOTTS  
Notary Public, State of Ohio  
My Commission Expires:  
August 27, 2025

**SAMPLE AGREEMENT FOR  
DEMOLITION AND SITE CLEARANCE**

THIS AGREEMENT, is made this 29<sup>th</sup> day of Oct, 20 20, by and between the City of Johnstown, Cambria County, a Municipal Corporation, having its principal place of business at City Hall, 401 Main Street, Johnstown, Pennsylvania, 15901 and hereinafter referred to as the "City",

A  
N  
D

Steel Valley Contractors, LLC

A Corporation duly incorporated and conducting business under the laws of the Commonwealth of Pennsylvania and having its principal place of business at 1834 Lawrence St. Youngstown, Ohio 44506 or

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

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

Hereinafter referred to as "the Contractor".

**WITNESSETH:**

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

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

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

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

- m) Federal Labor Standards Provisions;
- n) A Statement of Davis-Bacon Prevailing Wage Rates: and
- o) An Asbestos Removal/Abatement Contract or Check List and Asbestos Regulations.

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

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

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

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

I. **THE WORK:**

- A. The work shall consist of complete structural demolition and site clearance on those properties set forth hereafter, such demolition and site clearance to be in accordance with the Contract Documents and the terms and conditions set forth hereafter.
- B. The sites upon which such work shall occur are located in the City of Johnstown, Cambria County, Pennsylvania, and as shown on the attached EXHIBIT "B" – List of Properties to be Demolished
- C. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation and security services, and perform and complete all work required for such demolition and site clearance in an efficient and workmanlike manner and in strict compliance with the Contract Documents incorporated herein.

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

- A. In consideration for the demolition and site clearance set forth above, the City hereby agrees to pay the Contractor, upon completion of performance of the contract, subject to the conditions and deductions contained in the Contract Documents, the total sum of \$ 216,000.<sup>00</sup>
- B. In addition to the aforesaid sum, the Contractor shall receive all salvaged

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

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

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

- A. Pursuant to the Special Conditions for Demolition and Site Clearance/Schedule of Buildings, Section 04 of the Contract Documents, the Contractor is hereby given "Notice to Proceed" on the demolition and site clearance on the property set forth above such Notice being ,2020.
- B. The work on the above site shall be fully completed within ninety (120) consecutive calendar days from the effective date of the aforesaid Notice to Proceed.

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

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

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

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

V. **GENERAL PROVISIONS**

- A. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any disputes arising there under shall be resolved through the Court of Common Pleas of Cambria County, Pennsylvania.
- B. The terms of this Agreement are severable. In the event a Court of

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

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

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

**WITNESS:**

Joseph Ahmad  
Secretary

**CONTRACTOR:**

By: [Signature]  
Contractor

Title: President

**ATTEST:**

\_\_\_\_\_

**THE CITY OF JOHNSTOWN:**

By: \_\_\_\_\_  
City Manager



Exhibit "B"

**SCHEDULE OF PROPERTIES TO BE DEMOLISHED/CLEARED**

	Property Address	Description of Property	Bid Price
1	236-238 Riley Place	2 story duplex brick structure with stone foundation	\$9,000. <sup>00</sup>
2	242 Union Street	2 story single family stone & brick structure	\$9,000. <sup>00</sup>
3	307-309 Morell Place	2 story duplex brick structure with stone foundation	\$9,000. <sup>00</sup>
4	711 Cypress Avenue	2 story duplex wood sided structure with stone foundation	\$9,000. <sup>00</sup>
5	768 Cypress Avenue	2 story single family wood structure with block foundation	\$9,000. <sup>00</sup>
6	727 Park Avenue	2 story single family wood structure with stone foundation	Removed
7	217-219 Rear Horner Street	2 story duplex brick structure with stone foundation	\$9,000. <sup>00</sup>
8	730-732 Horner Street	2 story duplex wood sided structure with block foundation	\$9,000. <sup>00</sup>
9	409 Linden Avenue	2 story single family wood structure with stone foundation	\$9,000. <sup>00</sup>
10	508-510 Linden Avenue	2 story duplex wood structure with stone foundation	\$9,000. <sup>00</sup>
11	704-706 Highland Avenue	2 story duplex brick structure with stone foundation	\$9,000. <sup>00</sup>
12	708-710 Highland Avenue	2 story duplex wood structure with stone foundation	\$9,000. <sup>00</sup>
13	709-711 Highland Avenue	2 story duplex wood structure with stone foundation	Removed
14	709 Rear Highland Avenue	2 story single family wood structure with stone foundation	\$9,000. <sup>00</sup>

15	720-722 Highland Avenue	2 story duplex wood structure with stone foundation	\$ 9,000. <sup>00</sup>
16	110 Cooper Avenue	2 story duplex wood structure	\$ 9,000. <sup>00</sup>
17	123-125 Cooper Avenue	2 story duplex wood structure	\$ 9,000. <sup>00</sup>
18	246 Cooper Avenue	2 story single family wood structure	\$ 9,000. <sup>00</sup>
19	334 Cooper Avenue	2 story single family wood structure	\$ 9,000. <sup>00</sup>
20	343 Cooper Avenue	2 story single family wood structure	\$ 9,000. <sup>00</sup>
21	347 Cooper Avenue	2 story single family wood structure	\$ 9,000. <sup>00</sup>
22	5-7 Cleveland Street	2 story duplex brick structure with stone foundation	\$ 9,000. <sup>00</sup>
23	21-23 Cleveland Street	2 story duplex wood sided structure with stone foundation	\$ 9,000. <sup>00</sup>
24	212 Wheat Street	2 story single family wood sided structure with stone foundation	\$ 9,000. <sup>00</sup>
25	407 Russell Avenue	2 story single family wood structure with stone foundation	\$ 9,000. <sup>00</sup>
26	816 Coleman Avenue	2 story single family wood structure with stone foundation	\$ 9,000. <sup>00</sup>

# **Steel Valley Contractors**

## **EQUIPMENT LIST**

### **Description : EXCAVATORS**

**2005 LINKBELT 160X2**

**2006 LINK BELT 160X3**

**2006 LINK BELT 225 LX**

**2007 LINK BELT 350X3**

**2001LINKBELT 4300 Q**

**2009 TEREK 470 TXC**

**2017 BABCAT E85**

### **DOZERS :**

**2005 CAT D 6M**

**2005 CASE 850G**

### **TRUCKS**

**1996 PETE 379**

**1997 PETE 379**

**2000 PETE 379**

**2006 EAST WALING FLOOR**

**1999 BENSON END DUMP**

**2000 MAC END DUMP**

**1996 KENWORTH DUMP**

Steel Valley Contractors LLC  
1834 Lawrence St

Youngstown, OH 44506 330-501-8370  
Steelvalleycontractorsllc@gmail.com

## References:

1. **Tim Daily**  
Safety Director  
City of Struthers  
6 Elm St  
Struthers, OH 44471  
330-755-2181 Ext: 112  
safety@cityofstruthers.com

Relationship: **Demolition**
2. **Lou Jackson**  
Safety Director  
City of Campbell  
351 Tenny Ave  
Campbell, OH 44405  
330-755-1451 Ext: 114  
ljackson@campbelloh.gov

Relationship: **Demolition**
3. **Steve Avery**  
Planning Department  
Mill Creek Metro Parks  
7574 Columbiana-Canfield Rd  
Canfield, OH 44406  
330-702-3006  
steve@millcreekmetroparks.org

Relationship: **Multiple Projects**
4. **Randy Flint**  
Health Commissioner  
Alliance City Health  
537 E Market St  
Alliance, OH 44601  
330-821-9517 Ext: 22  
Rflint@alliancecityhealth.org

Relationship: **Multiple Projects**
5. **Melissa Komar**  
Executive Director  
Johnstown Redevelopment Authority  
401 Washington St  
Johnstown, PA 15901  
814-535-6564  
Mkomar@johnstown-redevelopment.org

Relationship: **Multiple Projects**



**CITY OF JOHNSTOWN**  
**DEPARTMENT OF COMMUNITY**  
**AND ECONOMIC DEVELOPMENT**

City Hall  
401 Main Street  
Johnstown, PA 15901  
814-533-2017  
Fax: 814-533-2125

**ADDENDUM**  
**for**  
**City of Johnstown Demolition RFP**

**Effective: October 27, 2020**

The City of Johnstown is making a change to the City of Johnstown Demolition RFP approved by City Council on October 14, 2020 and released publicly on October 15, 2020. Two properties listed within the 26 properties referenced within the RFP are being removed. The two properties are:

- 709-711 Highland Avenue
- 727 Park Avenue

Pricing should be provided within all proposals excluding these two properties. Any proposal that includes pricing for the above two properties will be accepted, but value of the demolition cost for each will be reduced to \$0.

The deadline for all proposals remains the same, October 30, 2020, at 12:00 PM.

10-29-20

**CDBG STRUCTURE DEMOLITION PROGRAM  
Contract 2020**

BID DATE: FRIDAY, OCTOBER 30, 2020 1:00 PM  
CITY HALL 2ND FLOOR CONFERENCE ROOM

	<b>CONTRACTOR</b>	<b>BID AMOUNT</b>	<b>BID BOND/CHECK</b>	<b>INSURANCE</b>	<b>Acknowledgement Addendum NO. 1</b>
1	Steet Valley Contractors	\$216,000.00	X	X	X
2	Leckey's Demolition	\$252,900.00	X	X	X
3		\$			
4		\$			
5		\$			
6		\$			
7		\$			
8		\$			
9		\$			
10		\$			
11		\$			
12		\$			
13		\$			

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10356

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 COMMONWEALTH OF PENNSYLVANIA, OFFICE OF THE STATE FIRE COMMISSIONER, FOR A GRANT AMOUNT OF \$25,342.00 TO BE USED FOR CITY OF JOHNSTOWN FIRE DEPARTMENT COVID-19 RELATED EXPENSES

WHEREAS, the Commonwealth of Pennsylvania makes grants available to support local governments with funding to help with COVID-19 expenses; and

WHEREAS, the City of Johnstown is eligible, able, and desires to enter into agreement with the Commonwealth of Pennsylvania for purposes of ensuring receipt of the grant funding made available under the COVID-19 Fire, Rescue, and EMA Grant Program in the amount of \$25,342.00 for the type of expenses and costs specified within the proposed Grant Agreement and incurred from the period of March 6, 2020 through December 30, 2020;

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 Commonwealth of Pennsylvania, Office of the State Fire Commissioner, for Twenty-five thousand, three hundred and forty two dollars and zero cents (\$25,342.00) for Contract No. 950002043.

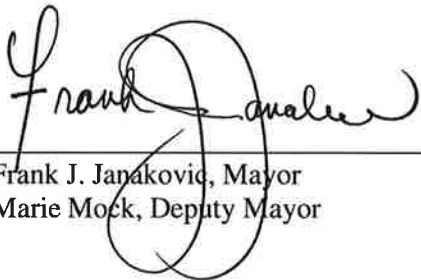
ADOPTED:

November 18, 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. 10356 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



---

Nancy J. Cushing, City Clerk

**COVID-19 CRISIS FIRE COMPANY AND EMERGENCY  
MEDICAL SERVICES GRANT AGREEMENT**

This COVID-19 Crisis Fire Company and Emergency Medical Services Grant Agreement (“Agreement”) is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Office of the State Fire Commissioner (“OSFC”), and the City of Johnstown Fire Department (“Subrecipient”).

**WHEREAS**, Act 26 of 2020 established the COVID-19 Crisis Fire Company and Emergency Medical Services Grant Program (“Program”), a one-time grant whereby funds received by the Program through a Commonwealth appropriation of funds derived from the federal Coronavirus Aid, Relief, and Economic Security (“CARES”) Act (Public Law 116-136) shall be used by fire companies and EMS companies to provide services during the COVID-19 pandemic as identified in the Proclamation of Disaster Emergency issued by the Governor on March 6, 2020, and any renewal of the state of disaster emergency;

**WHEREAS**, OSFC, acting under the authority of the Pennsylvania Emergency Management Agency (“PEMA”), shall make a grant award from the Program to each eligible fire company and EMS company that received a grant award in state fiscal year 2019-2020 pursuant to the provisions of Act 60 of 2016, as amended, known as the Fire Company and Emergency Medical Services Grant Act, any fire company that did not apply for or receive a grant award in state fiscal year 2019-2020 funds and that applies for a grant under the Program for the purposes found in sections 7813(a) and 7813(a.1) of the Emergency Management Services Code (“Title a35”), 35 Pa. C.S. § 7101 *et seq.*, and any EMS company that did not apply for or receive a grant award in state fiscal year 2019-2020 funds and that applies for a grant under the Program for the purposes found in section 7823(a) of Title 35; and

**WHEREAS**, the purpose of this Agreement is to set forth the responsibilities between OSFC and the Subrecipient for the distribution and use of Program funds in order to advance the goals of the Program.

**NOW, THEREFORE**, the parties, intending to be legally bound, agree as follows:

**AWARD AMOUNT**

1. Subject to the provisions of sections 7823.3 and 7832.2 of Title 35, OSFC shall award \$25,342.00 to the Subrecipient, further enumerated in the Grant Award, provided in **Attachment A** and incorporated as part of this Agreement, for eligible services provided during the COVID-19 pandemic (“Services”).
2. This grant of Program funds to the Subrecipient is derived from 100% federal funding and, in addition to being subject to Commonwealth and Program terms and conditions, is subject to federal regulations and guidelines as further enumerated below.



3. The award amount referenced in Paragraph 1 is subject to the obligation of federal funds to the Commonwealth and may be increased or decreased through a written notice to the Subrecipient from OSFC without the need to amend this Agreement.

#### **PERIOD OF PERFORMANCE**

4. The term of this Agreement is **March 6, 2020 to January 31, 2021**.
5. The performance period for this grant is **March 6, 2020 to December 30, 2020**.
6. The term of this Agreement and the performance period for this grant shall be deemed extended upon written notice to the Subrecipient by OSFC without the need to amend this Agreement.

#### **ELIGIBILITY REQUIREMENTS**

7. The Subrecipient certifies that it is eligible for funding as a "Fire Company", a "Rescue Company" or an "Emergency Medical Service ("EMS")" as defined in Section 2 of the Program Guidance, provided in **Attachment B** and incorporated as part of this Agreement, to the Subrecipient.
8. If Subrecipient operates as a Fire or Rescue Company, it certifies that it has responded to at least ten (10) fires, rescue emergencies, hazardous materials incidents, or emergency medical incidents during the previous calendar year and is officially recognized by the appropriate municipality/county pursuant to Section 3 of the Program Guidance.
9. If Subrecipient operates as an EMS, it certifies that it is designated by the municipality as the municipality's primary EMS provider pursuant to Section 3 of the Program Guidance.
10. If Subrecipient operates as a Fire Company or Rescue Company, it certifies that is actively participating in the Pennsylvania Fire Information Reporting System ("PennFIRS").
11. The Subrecipient certifies that it meets all other requirements for Subrecipients found in the Program Guidance.

#### **TERMS AND CONDITIONS**

12. The Subrecipient shall comply with the Commonwealth Standard Terms and Conditions, provided in **Attachment C** and incorporated as part of this Agreement.
13. **The Subrecipient shall expend Program funds for Services in full accordance with the Program Guidance, and Subrecipient shall further account for its compliance with all guidelines in the filing of its Final Report as referenced in Paragraph 21 of this Agreement.**

14. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act, attached as **Attachment D**. The Subrecipient shall also complete the Subrecipient Data Sheet included with Attachment D and submit to OSFC upon execution of this Agreement.
15. If applicable, the Subrecipient shall comply with the provisions of the Subrecipient Single Audit Clause, attached as **Attachment E** and incorporated as part of this Agreement.

#### **GOVERNING LEGAL REQUIREMENTS**

16. This Program is being implemented with federal funds through the CARES Act. Therefore, the Subrecipient shall comply with all applicable federal, state, and local procurement laws, regulations or directives including, but not limited to, the Program Guidance, OSFC grants policies, the Commonwealth Standard Terms and Conditions, federal CARES Act guidance, 42 U.S.C. 801(d), and Title 2 CFR Part 200. All provisions specified by applicable statutes, rules, regulations, directives and policies are incorporated as part of this Agreement. **The Subrecipient is responsible for reviewing these governing legal requirements with its counsel prior to the execution of this Agreement.**
17. The Subrecipient shall comply with all U.S. Treasury guidance for the expenditure of CARES Act funds. The guidance may be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. **The Subrecipient is responsible to abide by the U.S. Treasury guidance, which may change during the term of the Agreement.**
18. It is the affirmative, non-delegable duty of the Subrecipient and any employees, contractors, or other agents of the Subrecipient to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of these Program funds.

#### **FUNDS MANAGEMENT**

19. **The Subrecipient shall encumber or use all Program funding provided by OSFC by December 30, 2020 and shall be used solely for necessary expenditures incurred due to the COVID-19 public health emergency during the covered period from March 6, 2020 to December 30, 2020.**
20. Subrecipient shall not use Program funding for activities and expenditures that do not comply with, or are not eligible under, the regulations, policies, guidelines, and requirements applicable to this Program funding.

## **REPORTING REQUIREMENTS**

21. Following the performance period's conclusion, and in order to comply with U.S. Treasury guidelines, the Subrecipient shall file a Final Report with OSFC **no later than January 31, 2021**. The Final Report shall account for expenditures using Program funds through the submission of proof of expenditures related to the purchase of Service(s). Proof of expenditures may include, but is not limited to, purchase receipts, itemized invoices, purchase orders, utility bills, general ledgers and subsidiary ledgers used to account for the receipt and disbursement of Program funds, 2019-2020 budget records, payroll and time records (if applicable), contracts and subcontracts entered into using Program funds, or other such sources of information that may be required by OSFC or the federal government as proof of expenditures.
22. Any Program funds not expended by the Subrecipient shall be returned to OSFC prior to, or with the filing of, the Final Report. Payment shall be in the form of a check made payable to the Commonwealth of Pennsylvania.
23. **Failure to file a complete Final Report on or before January 31, 2021 is grounds for OSFC to seek the return of all Program funds awarded.**

## **FINANCIAL AUDIT**

24. As a recipient of CARES Act funding, the Subrecipient shall maintain and make available to the Commonwealth and all federal agencies, upon their request, all documents and financial records sufficient to establish compliance with the governing legal requirements for this Program. These documents and financial records must support that the Service(s):
  - a. was a necessary expenditure incurred by the Subrecipient due to the COVID-19 public health emergency;
  - b. was not accounted for in the Subrecipient's budget; and
  - c. was an expense incurred by the Subrecipient between March 6, 2020 and December 30, 2020.
25. The Subrecipient shall retain a copy of all cost-supporting Program records and documentation for a period of seven years from the date of this Agreement's execution.
26. The Subrecipient shall give federal and state agencies access to, and the right to examine, all records and documents that are related to the grant. The Subrecipient shall permit access to facilities, personnel, and other individuals and information that the federal or state agency may determine is necessary. The Subrecipient shall fully cooperate and comply with any compliance review conducted by OSFC, PEMA or federal agencies.

**COMPLIANCE**

27. Noncompliance by the Subrecipient with any of the terms and conditions of this Agreement shall be grounds for the Commonwealth's recapture of Program funds provided to Subrecipient. If Subrecipient fails to refund the monies timely as instructed, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed to Subrecipient by any Commonwealth agency or department.

**AMENDMENT**

28. Except for changes in the term, period of performance, award amount or federal guidance for the provision of funds, this Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the parties.

**SEVERABILITY**

29. If any provision of this Agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision shall be severed, and the remainder of this Agreement shall remain binding upon the parties.

**NON-WAIVERABILITY**

30. OSFC or the Commonwealth's failure to enforce any provision, or exercise any right or remedy, provided in this Agreement shall not be construed to be a waiver by OSFC or the Commonwealth of the provision, right, or remedy.

**AUTHORITY TO EXECUTE AGREEMENT**

31. This Agreement must be executed by two Executive Officers of the Subrecipient, each with signatory authority to legally bind the Subrecipient to the provisions of this Agreement. The first signature must come from the Subrecipient's President/Fire Chief or Vice-President, and the second signature must come from the Subrecipient's Secretary or Treasurer.
32. Each individual executing this Agreement on behalf of Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of Subrecipient.

**HOLD HARMLESS**

33. The Subrecipient shall hold the Commonwealth harmless from any and all claims, demands, lawsuits or other causes of action based upon or arising out of any activities performed by its employees, agents, representatives or independent contractors and subcontractors that involve the Service(s) funded either directly or indirectly by the Program.

**COUNTERPARTS**

34. This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed an original, and collectively they shall constitute one agreement.

**EFFECTIVE DATE**

35. The term of this Agreement shall not commence until it is fully executed by all parties; until that date, this Agreement is not binding upon the parties in any way.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have signed this Agreement below and the Agreement shall become effective on the date of the last required Commonwealth signature:

\_\_\_\_\_  
Subrecipient

\_\_\_\_\_  
Commonwealth of Pennsylvania  
Office of the State Fire Commissioner

**Approved as to form and legality:**

\_\_\_\_\_  
PEMA Office of Chief Counsel

\_\_\_\_\_  
Office of General Counsel

\_\_\_\_\_  
Office of Attorney General

\_\_\_\_\_  
Comptroller Operations

**Attachment A**

**GRANT AWARD**

**NAME OF SUBRECIPIENT FIRE COMPANY, RESCUE COMPANY OR  
EMERGENCY MEDICAL SERVICES COMPANY: City of Johnstown Fire Department**

**AMOUNT OF AWARD: \$25,342.00**

**By signing this Grant Agreement and accepting the Grant Award,  
the Subrecipient certifies the following:**

- The award amount shall be used to provide services during the novel coronavirus pandemic as identified in the Proclamation of Disaster Emergency issued by the Governor on March 6, 2020, published at 50 Pa. B. 1644 (March 21, 2020), and any renewal of the state of disaster emergency (35 Pa. C.S. § 7823.1);
- The services were necessary expenditures incurred due to the public health emergency with respect to COVID-19 (42 U.S.C. § 801(d)(1));
- The funds were not accounted for in its most recently approved budget (42 U.S.C. § 801(d)(2)); and
- The costs were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020 (42 U.S.C. § 801(d)(3)).

These certifications are incorporated into the Grant Agreement, signed by the Subrecipient.

## **Attachment B**

### **COVID-19 CRISIS FIRE COMPANY AND EMERGENCY MEDICAL SERVICES GRANT PROGRAM GUIDANCE**

**THE GRANT REGISTRATION PERIOD WILL BE JULY 6, 2020 – AUGUST 14, 2020**

#### **Section 1. Introduction.**

- I. The COVID-19 Crisis Fire Company and Emergency Medical Services (EMS) Grant Program (Program) establishes a one-time grant to be used by eligible Fire, Rescue and EMS companies to provide services during the novel coronavirus 2019 (COVID-19) pandemic as identified in the proclamation of disaster emergency issued by the Governor on March 6, 2020, published at 50 PA. B 1644 (March 21, 2020), as amended. Program funds are to be used to supplement operational expenses incurred as a direct result of the COVID-19 pandemic. This includes, but is not limited to, additional costs for utilities, insurance, apparatus repairs/fuel, personal protective equipment, and overtime for career fire departments, along with expenses for cleaning, sanitizing and disinfecting of equipment and property or other expenses incurred to prevent the spread of communicable illnesses.
- II. Program funds to eligible Fire, Rescue and EMS companies must be expended in accordance with Act 26 of 2020, CARES Act federal guidance, this Program Guidance, the Program Grant Agreement and all Program criteria as stated in the registration form (see Section 4, below).
- III. Each eligible Fire, Rescue and EMS company that received a 2019-2020 Fire Company and Emergency Medical Services Grant Program (2019-2020 FCEMSGP) award will receive, at a minimum, the same amount of Program funds as the company received from the 2019-2020 FCEMSGP. All eligible companies, regardless of whether the company applied or received a 2019-2020 FCEMSGP grant award, will be required to register for the Program (see Section 4, below).
- IV. A total of \$50 million will be distributed from funds received by the Commonwealth under the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136, 134 Stat. 281) for fiscal year 2019-20 with \$44 million being dedicated to eligible fire companies and \$6 million for eligible EMS companies.

#### **Section 2. Definitions.**

The following words and terms have the following meanings:

- *2019-2020 FCEMSGP* - 2019-2020 Fire Company and Emergency Medical Services Grant Program.



- *Career emergency medical services* - A for-profit chartered emergency medical service corporation, association or organization which meets all of the following: 1. Is located in this Commonwealth; 2. Is licensed by the Department of Health; 3. Is not associated or affiliated with a hospital unless recognized in accordance with 7823(b.1) (relating to grant awards); 4. Is regularly engaged in the provision of emergency medical services, including basic life support or advanced life support services and advanced life support squads as defined in 28 Pa Code § 1027.1 (relating to general provisions). This does not include a corporation, association or organization that is primarily engaged in the operation of invalid coaches which are intended for routine transport of individuals who are convalescent or nonambulatory and who do not ordinarily require emergency medical treatment while in transit.
- *Commissioner* - The State Fire Commissioner.
- *Emergency Medical Services Company/EMS* - A career or volunteer medical services company.
- *Equipment* - Any apparatus, equipment or tools ordinarily used by a fire, rescue, or ambulance service in the performance of their duties.
- *Facility* - A structure or portion thereof intended for storage or protection of firefighting apparatus, ambulances and rescue vehicles and related equipment and gear. **The term does not include meeting halls, social halls, social rooms, lounges, crew rooms, bathrooms or any other facility not directly related to firefighting or the furnishing of ambulance or rescue services.**
- *Final Report* - The report to be filed as provided in Section 6 of these Guidelines by the Fire company, Rescue company or EMS company detailing eligible expenditures to substantiate the grant of Program funds to the subrecipient. The Final Report shall include a form to be provided by OSFC on its website, along with supporting backup documentation, to include, as examples where applicable: general ledger and subsidiary ledgers used to account for (a) the receipt of COVID-19 Crisis FCEMS Grant funds and (b) the disbursements from such funds to meet eligible expenses; budget records for 2019 and 2020; payroll, time records, human resource records to support costs incurred for payroll expenses, if applicable; receipts of eligible purchases made; contracts and subcontracts entered into using COVID-19 Crisis FCEMS Grant funds and all documents related to such contracts; documentation to substantiate the proceeds from past fundraisers, and the cancellation of a fundraiser, if applicable; and similar documentation to support eligible expenditure compliance. The subrecipient may submit the Final Report electronically or via U.S. Mail.
- *Fire Company* - A volunteer fire company or municipal fire company located in this Commonwealth.

- *Invalid Coach* - A vehicle which is primarily maintained, operated, and intended to be used for routine transport of persons who are convalescent or otherwise non-ambulatory and do not ordinarily require emergency medical treatment while in transit. Such vehicles shall not be considered ambulance or emergency medical service vehicles.
- *OSFC* - Office of the State Fire Commissioner.
- *Program* - The COVID-19 Crisis Fire Company and Emergency Medical Services Grant Program.
- *Quick Response Service (QRS)* - These companies are not eligible for the OSFC grant program based on the services provided.
- *Registration* - The COVID-19 Crisis Fire Company and Emergency Medical Services Grant Program Registration.
- *Volunteer EMS Company* - Any nonprofit chartered corporation, association or organization located in the Commonwealth, which is licensed by the Pennsylvania Department of Health and is not associated or affiliated with any hospital unless recognized in accordance with section 7823 (b.1) (relating to award of grants) and which is regularly engaged in the provision of emergency medical services, including basic life support or advanced life support services and advanced life support squads as defined in 28 Pa. Code § 1027.1 (relating to general provisions). The term shall not include any corporation, association or organization that is primarily engaged in the operation of invalid coaches which are intended for the routine transport of persons who are convalescent or otherwise non-ambulatory and do not ordinarily require emergency medical treatment while in transit.
- *Volunteer Fire Company* - A nonprofit chartered corporation, association or organization located in this Commonwealth which provides fire protection or rescue services and which may offer other voluntary emergency services within this Commonwealth. Volunteer emergency services provided by a volunteer fire company may include volunteer ambulance and volunteer rescue services.
- *Volunteer Rescue Company* - A nonprofit chartered corporation, association or organization located in this Commonwealth that provides rescue services as part of the response to fires or vehicle accidents within this Commonwealth.

### Section 3. Eligibility.

#### I. Fire or Rescue Company Grant

- a. Eligible applicants. A Fire or Rescue company as defined in Section 2, above. To receive grant funds under the Program, a fire company shall have actively responded to 10 or more fire or rescue emergencies during the previous calendar year and be officially recognized by the appropriate municipality.
- b. Eligible expenses. Program funds must be used to supplement operational expenses incurred as a direct result of the COVID-19 pandemic. Program funds must be spent according to one or more of the following categories:

- i. Operational Expenses – such as but not limited to:

1. Utilities
2. Insurance
3. Apparatus Repairs/Fuel
4. Personal Protective Equipment

- ii. Expenses for cleaning, sanitizing and disinfecting of equipment and property or other expenses incurred to prevent the spread of communicable illnesses.

- iii. **Non-Profit Volunteer Fire or Rescue Companies Only**

1. Program funds may be used to supplement operational expenses incurred by the lack of opportunities for fund raising and the inability to create revenue due to compliance with measures to prevent the spread of COVID-19.
2. A Non-Profit Fire or Rescue company must be able to demonstrate, if requested, that:
  - a. Its financial hardships are due to COVID-19; and
  - b. The use of Program funds will be used to direct offset those losses.
3. Submission of backup documentation to substantiate the proceeds from past fundraisers, and the cancellation of a fundraiser between March 6, 2020 and December 30, 2020, is required to qualify for this eligible allowance.
4. This revenue replacement allowance is for non-profit volunteer fire and rescue companies only.

- iv. **Career/Combination Fire or Rescue Companies - Paid Members Only**

1. Program funds may be used to reimburse for the cost of paid members' salaries and their overtime from March 6, 2020 to December 30, 2020, to the extent they qualify as public safety employees pursuant to federal guidance (see <https://home.treasury.gov/policy-issues/cares/state-and-local-governments> for more information).
2. This salary and overtime allowance does not include the provision of any payment to members of volunteer fire or rescue companies.
- v. Program funds must be utilized for eligible expenses incurred between March 6, 2020 and December 30, 2020.

II. Emergency Medical Service Grant

- a. Eligible applicants. An Emergency Medical Service as defined in Section 2 and designated by the municipality as the municipality's primary EMS provider.
- b. Eligible expenses. Program funds must be used to supplement operational expenses incurred as a direct result of the COVID-19 pandemic. Program funds must be spent according to one or more of the following categories:

- i. Operational Expenses – such as but not limited to:

1. Utilities
2. Insurance
3. Apparatus Repairs/Fuel
4. Personal Protective Equipment

- ii. Expenses for cleaning, sanitizing and disinfecting of equipment and property or other expenses incurred to prevent the spread of communicable illnesses.

- iii. **Non-Profit Volunteer EMS Companies Only**

1. Program funds may be used to supplement operational expenses incurred by the lack of opportunities for fund raising and the inability to create revenue due to compliance with measures to prevent the spread of COVID-19.
2. A Non-Profit EMS company must be able to demonstrate, if requested, that:
  - a. Its financial hardships are due to COVID-19; and
  - b. The use of Program funds will be used to direct offset those losses.
3. Submission of backup documentation to substantiate the proceeds from past fundraisers, and the cancellation of a fundraiser between March 6, 2020 and December 30, 2020, is required to qualify for this eligible allowance.
4. This revenue replacement allowance is for non-profit volunteer EMS companies only.

- iv. **Career/Combination EMS Companies - Paid Members Only**

1. Program funds may be used to reimburse for the cost of paid members' salaries and their overtime from March 6, 2020 to December 30, 2020, to the extent they qualify as public safety employees pursuant to federal guidance (see <https://home.treasury.gov/policy-issues/cares/state-and-local-governments> for more information).
2. This salary and overtime allowance does not include the provision of any payment to members of volunteer EMS companies.
- v. Program funds must be utilized for eligible expenses incurred between March 6, 2020 and December 30, 2020.

#### **Section 4. Program Requirements and Instructions.**

The following requirements apply to the program:

- (1) Eligible companies shall register for the Program using the online web-based registration process found on the OSFC website ([www.osfc.pa.gov](http://www.osfc.pa.gov)).
  - (i) OSFC reserves the right to request additional information regarding eligibility.
- (2) Incomplete registrations will delay processing. An eligible company shall carefully follow the instructions for completing the online registration. Specific information is required as indicated on the online registration.
- (3) Each eligible company will need the following information to complete the Registration. Please see the links below to acquire the necessary numbers/access in preparation for this Registration.
  - (i) [DUNNS Number](#)
  - (ii) [EIN Number](#)
  - (iii) [PA Vendor Number](#) (Click on Supplier Registration)
  - (iv) [Keystone ID](#)
  - (v) Correct mailing address with [ZIP+4](#)

#### **Section 5. Registration Submission and Approval Procedure.**

- I. OSFC will post information on its website ([www.osfc.pa.gov](http://www.osfc.pa.gov)) detailing the Program registration process, this Program Guideline and the instructions for online registration. Registrations shall be submitted to OSFC at [www.osfc.pa.gov](http://www.osfc.pa.gov).
- II. An eligible company seeking a grant under the Program shall submit a completed online grant registration to OSFC. The online registration portal will remain open from July 6, 2020, at 12:00 PM until August 14, 2020, at 4:00 PM.
- III. OSFC shall act to approve or disapprove registrations within 30 days of the submission deadline. Registrations received by OSFC, which have not been approved or disapproved in the 30-day period, shall be deemed approved.
- IV. Grant Award Determinations
  - a. Fire and Rescue Company Grant: This Program grant funding will be calculated for individual awards in the following manner:
    - i. Initial Award Calculation: Each eligible company, as defined in Section 2, that received a 2019-2020 FCEMSGP grant award is deemed an Initial Award Subrecipient. An Initial Award Subrecipient's Program grant award will be equal to at least the amount the subrecipient received in the 2019-2020 FCEMSGP, in addition to any amount awarded pursuant to subparagraph ii, Surplus Award Calculation.
    - ii. Surplus Award Calculation: Each eligible fire company, as defined in Section 2, that actively responded to at least 10 fire or rescue emergencies in 2019, actively participates in the Pennsylvania Fire Information Reporting System under a signed agreement, did not receive a 2019-2020 FCEMSGP grant award, and submits a completed Registration, is deemed a Surplus Award Subrecipient.

1. Following the Initial Award Calculation, a Surplus Award will be divided equally from the remaining balance of Program funds following the Initial Award Calculation. Such Surplus Award shall be divided equally among all Initial Award Subrecipients and Surplus Award Subrecipients.
  2. Initial Award Subrecipients shall receive one disbursement consisting of their Initial Award and a Surplus Award. Initial Award Subrecipients must submit a completed Registration to receive the Surplus Award.
  3. Surplus Award Subrecipients shall receive one disbursement consisting of a Surplus Award.
- b. Emergency Medical Service Grant: This Program grant funding will be calculated for individual awards in the following manner:
- i. Initial Award Calculation: Each eligible EMS company, as defined in Section 2, that received a 2019-2020 FCEMSGP grant award is deemed an Initial Award Subrecipient. An Initial Award Subrecipient's Program grant award will be equal to at least the amount the subrecipient received in the 2019-2020 FCEMSGP, in addition to any amount awarded pursuant to subparagraph ii, Surplus Award Calculation.
  - ii. Surplus Award Calculation: Each eligible EMS company, as defined in Section 2, who did not receive a 2019-2020 FCEMSGP grant award, and submits a completed Registration, is deemed a Surplus Award Subrecipient.
    1. Following the Initial Award Calculation, a Surplus Award will be divided equally from the remaining balance of Program funds following the Initial Award Calculation. Such Surplus Award shall be divided equally among all Initial Award Subrecipients and Surplus Award Subrecipients.
    2. Initial Award Subrecipients shall receive one disbursement consisting of their Initial Award and a Surplus Award.
    3. Surplus Award Subrecipients shall receive one disbursement consisting of a Surplus Award.

## **Section 6. Grant Award and Reporting Procedures.**

- I. Grant award notifications will be made as follows:
  - a. Eligible subrecipients will be notified electronically.
  - b. At the time grant subrecipients are notified of their award, and in the same manner, they will be presented with a grant agreement. This grant agreement will contain the details of the grant, including name of subrecipient, amount of award and terms of the agreement. The grant agreement must be signed by appropriate representatives of the organization or municipality authorized to bind the subrecipient organization to the terms of the agreement and returned to the OSFC for execution by the Commonwealth before Program funds can be released.

- II. The eligible subrecipient will maintain complete and accurate records with respect to all expenses. OSFC will have free access to these records, including invoices of material and services, and other relative data and records, as well as the right to inspect all records related to Program funds used by the subrecipient. The subrecipient shall furnish upon request of OSFC all data, reports, contracts, documents, and other information relevant to the expenditures.
- III. Final Report
  - a. The eligible subrecipient shall file a Final Report with OSFC in a manner and form prescribed by OSFC no later than January 31, 2021.
  - b. The Final Report form will be made available on the OSFC website.
  - c. The subrecipient must submit, in addition to the Final Report form, supporting backup documentation, to include, as examples where applicable: general ledger and subsidiary ledgers used to account for (a) the receipt of COVID-19 Crisis FCEMS Grant funds and (b) the disbursements from such funds to meet eligible expenses; budget records for 2019 and 2020; payroll, time records, human resource records to support costs incurred for payroll expenses, if applicable; receipts of any eligible purchases made; contracts and subcontracts entered into using COVID-19 Crisis FCEMS Grant funds and all documents related to such contracts; documentation to substantiate the proceeds from past fundraisers, and the cancellation of a fundraiser, if applicable; and similar documentation to support eligible expenditure compliance.
  - d. The subrecipient may submit the Final Report electronically as provided on the Final Report form or via U.S. Mail.
  - e. All expenses must be completed and paid for during the grant period of performance as designated in the grant agreement. Any Program funds not expended by the subrecipient shall be returned to OSFC prior to or with the filing of the Final Report. Payment shall be in the form of a check made payable to the Commonwealth of Pennsylvania. Failure to file a Final Report may be grounds for OSFC to seek the return of all grant funds awarded.

### **Section 7. Program Limitations.**

- I. This section identifies program limitations that may result from the misuse of Program grant funds.
- II. The eligible subrecipient agrees that noncompliance with the conditions of this grant may be grounds for the recapture of funds provided to the subrecipient. If the subrecipient fails to refund the monies, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the subrecipient by any Commonwealth agency or department, including OSFC.
- III. In addition to all documentation submitted by subrecipient along with its Final Report, OSFC, or its duly authorized representative, shall have access to the records of the eligible subrecipient for auditing financial transactions, determination of compliance with grant terms, and an evaluation of expenditures.

- IV. The eligible subrecipient agrees to retain all cost supporting records and documentation for a period of five years from the date that it receives its final grant payment from OSFC.

**Section 8. Special Provisions.**

- I. Any equipment purchased through grant monies that has a service life can be transferred, but not sold to another Fire company, Rescue company or EMS company via an appropriate agreement which states that the equipment is transferred from one organization to another and identifies the equipment being transferred. Copies of the agreement should be retained for audit purposes. Such transfer meets the intent of the Program by allowing approved equipment to be used to improve and enhance the capabilities of other fire, rescue or emergency medical services throughout the Commonwealth.
- II. Should a Fire company, Rescue company or EMS company no longer be officially recognized by the local government, they shall be ineligible to receive a grant under the Program.

**Section 9. Contact Information.**

All registration questions should be directed to:

Office of the State Fire Commissioner  
1310 Elmerton Avenue  
Harrisburg, PA 17110-9364  
Toll free: 1-800-670-3473  
E-mail: [ra-vfcvasgp@pa.gov](mailto:ra-vfcvasgp@pa.gov)



## **Attachment C**

### **STANDARD TERMS AND CONDITIONS GRANT AGREEMENTS**

Office of the State Fire Commissioner  
Commonwealth of Pennsylvania

#### **I. EXTENSION OF TERM**

The Commonwealth reserves the right, upon notice to the Subgrantee, to extend the term of the Grant Agreement for up to three (3) months upon the same terms and conditions to prevent a lapse in Grant Agreement coverage and only for the time necessary, up to three (3) months, to enter into a new Agreement.

#### **II. INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Subgrantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Commonwealth and the Subgrantee.

#### **III. COMPLIANCE WITH LAW**

The Subgrantee shall comply with all applicable federal, state, and local laws, regulations or ordinances in the performance of the Grant Agreement.

#### **IV. INFORMATION TECHNOLOGY**

The Subgrantee agrees that any Information Technology (IT) systems or equipment purchased which has the potential to interface with any Commonwealth IT system must meet the Commonwealth's IT standards as published by the Commonwealth.

#### **V. ENVIRONMENTAL PROVISIONS**

The Subgrantee and its subcontractors agree that in the performance of their obligations under this Grant Agreement they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

#### **VI. PAYMENT**

- A. The Subgrantee agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Subgrantee or its subsidiaries to the Commonwealth against any payments due the Subgrantee under any contract with the Commonwealth.

- B. The Commonwealth may make payments to the recipient through the Automated Clearing House (ACH). Within ten (10) days of the grant award, the recipient must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street, 9<sup>th</sup> Floor, Harrisburg, PA 17101.
- C. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the recipient to properly apply the state agency's payment to the respective invoice or program.
- D. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

## **VII. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY**

The Subgrantee warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either:

- A. The design of any product or process provided or used in the performance of the Grant Agreement which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law; or
- B. Any copyrighted matter in any report document or other material provided to the Commonwealth under the Grant Agreement.

The Subgrantee shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Grant Agreement. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Subgrantee's written request, it shall be at the Subgrantee's expense, but the responsibility for such expense shall be only that within the Subgrantee's written authorization. The Subgrantee shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Subgrantee or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Subgrantee in such suit or proceeding are held to constitute

infringement and the use is enjoined, the Subgrantee shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Subgrantee is unable to do any of the preceding, the Subgrantee agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth:

- A. Any amounts paid by the Commonwealth towards the purchase of the product, less straight-line depreciation;
- B. Any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and
- C. The pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Subgrantee under this paragraph continue without time limit.

#### **VIII. OWNERSHIP RIGHTS**

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Grant Agreement.

#### **IX. ASSIGNMENT OF ANTITRUST CLAIMS**

The Subgrantee and the Commonwealth recognize that in actual economic practice, overcharges by the Subgrantee's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Subgrantee assigns to the Commonwealth all right, title and interest in and to any claims the Subgrantee now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Grant Agreement.

#### **X. HOLD HARMLESS PROVISION**

The Subgrantee shall hold the Commonwealth harmless from and indemnify the Commonwealth, its officers, agents and employees, against any and all claims, demands and actions based or arising out of any activities performed by the Subgrantee and its officers, employees and agents under this Grant Agreement and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Subgrantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Subgrantee or its officers, employees and agents under this Grant Agreement, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Subgrantee's premises whether or not actually engaged in the project at the time the claim

inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Subgrantee shall furnish proof of insurance as required by this paragraph.

#### **XI. FISCAL AND PROGRAM RECORDS AND AUDIT PROVISIONS**

The Subgrantee agrees to maintain program and fiscal records as required by the Commonwealth and any and all applicable Federal requirements. For purposes of this Grant Agreement, "fiscal and program records" shall include, but not be limited to, books, records, documents, sub-grants, sub-contracts, invoices and receipts and other evidence pertaining to the costs and expenses of this Agreement, records relating to services being provided, statistical information collected in the course of performing services, policies and procedures, information relating to staff and job descriptions, and all information necessary for the Subgrantee to perform the work required under the Grant Agreement.

The Subgrantee agrees to maintain fiscal records to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which expenses or reimbursement is claimed under the provisions of this Grant.

The Subgrantee agrees to make available, at reasonable times and at a site designated by the Commonwealth, during the term of this Grant Agreement and the period set forth in the Paragraph below entitled "Record Retention Requirements," any of the records for inspection, audit or reproduction by any authorized representative of the Commonwealth, including the Auditor General and the Inspector General, and by Federal auditors.

#### **XII. RECORD RETENTION REQUIREMENTS**

All records kept pursuant to Commonwealth and Federal requirements shall be preserved and made available for a period of seven years from the date of final payment under this Grant Agreement, unless applicable requirements dictate a longer retention period.

Records which relate to litigation or the settlement of claims arising out of the performance of this Grant Agreement, or costs and expenses of this Grant Agreement as to which exception has been taken by the auditors, shall be retained by the Subgrantee until such litigation, claims or exceptions have been disposed of.

#### **XIII. SENSITIVE DOCUMENTS AND INFORMATION**

The Subgrantee shall not release any sensitive documents or information without the prior written approval of the Commonwealth. The term "sensitive documents or information" shall mean a document or information that contains the description, design, operational plan, or other vital information about a critical facility or infrastructure, or contains information about the operational protocols or emergency response capabilities of state and local agency personnel, the content of which could be used by a terrorist or enemy of the United States to plan an attack upon a critical facility located in Pennsylvania and bordering states or engage in other activities that could cause

death or injury to fire, police, medical, military or other emergency response personnel, public officials, or the general public.

#### **XIV. INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of all work as required under this Grant Agreement will be performed by the PEMA Project Officer.

#### **XV. DEFAULT**

A. The Commonwealth may, subject to the provisions of Paragraph 16, Force Majeure, and in addition to its other rights under the Grant Agreement, declare the Subgrantee in default by written notice thereof to the Subgrantee, and terminate (as provided in Paragraph 17, Termination Provisions) the whole or any part of this Grant Agreement for any of the following reasons:

1. Failure to perform work within the time specified herein or any extension thereof;
2. Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Grant Agreement terms;
3. Failure to perform any provision of the Grant Agreement, or failure to make progress so as to endanger its terms, and in either of these circumstances failure to cure within a period of ten (10) days (or such longer period as the Commonwealth may authorize in writing) after receipt of notice from the Commonwealth specifying such failure;
4. Unsatisfactory performance of the work;
5. Failure to deliver the awarded item(s) as specified;
6. Improper delivery;
7. Failure to provide an item(s) which is in conformance with the specifications referenced in the Grant Agreement;
8. Delivery of a defective item;
9. Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
10. Discontinuance of work without approval;
11. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
12. Insolvency or bankruptcy;

13. Assignment made for the benefit of creditors;
  14. Failure or refusal within ten (10) days after written notice, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  15. Failure to protect, to repair, or to make good any damage or injury to property; or
  16. Breach of any provision of the Grant Agreement.
- B. In the event that the Commonwealth terminates this Grant Agreement in whole or in part as provided in Subparagraph A. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items or services similar or identical to those so terminated, and the Subgrantee shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items or services included within the terminated part of the Grant Agreement.
- C. If the Grant Agreement is terminated as provided in Subparagraph A. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Subgrantee to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Agency, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Subgrantee has specifically produced or specifically acquired for the performance of such part of the Grant Agreement as has been terminated. The Commonwealth may withhold from amounts otherwise due the Subgrantee for such completed or partially completed works, such sum as the Commonwealth determines to be necessary to protect the Commonwealth against loss or to avoid noncompliance with Federal laws, regulations, or guidelines.
- D. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.
- E. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- F. Following exhaustion of the Subgrantee's administrative remedies as set forth in Paragraph 18, the Subgrantee's exclusive remedy shall be to seek damages in the Board of Claims.

## **XVI. FORCE MAJEURE**

The Subgrantee shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Subgrantee becomes aware, or should have reasonably become aware, that causes beyond its control and without the fault of negligence of either party will prevent or delay its performance under this Grant Agreement. Causes beyond a party's control may include, but aren't limited to, acts of God or war, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines.

The Subgrantee's notification to the Commonwealth shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Grant Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Subgrantee shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Grant Agreement and recoup the total amount of grant funding or, if possible under federal requirements, to extend the time for performance as reasonably necessary to compensate for the Subgrantee's delay. In no event shall the Subgrantee be entitled to recover any loss from the Commonwealth due to its loss of grant funds.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Subgrantee, may suspend all or a portion of the Grant Agreement.

## **XVII. TERMINATION PROVISIONS**

The Commonwealth has the right to terminate this Grant Agreement for any of the following reasons. Termination shall be effective upon written notice to the Subgrantee.

- A. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Grant Agreement for its convenience if the Commonwealth determines termination to be in its best interest. In no event shall the Subgrantee be entitled to recover any loss from the Commonwealth due to its loss of grant funds.
- B. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability or appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Grant Agreement. In no event shall the Subgrantee be entitled to recover any loss from the Commonwealth due to its loss of grant funds.

- C. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Grant Agreement for Subgrantee default under Paragraph 15, Default, upon written notice to the Subgrantee. The Commonwealth shall also have the right, upon written notice to the Subgrantee, to terminate the Grant Agreement for other cause as specified in the Agreement or by law. If it is later determined that the Commonwealth erred in terminating the Grant Agreement for cause, then, at the Commonwealth's discretion, the Grant Agreement shall be deemed to have been terminated for convenience under Subparagraph 17.A. In no event shall the Subgrantee be entitled to recover any loss from the Commonwealth due to its loss of grant funds.

### **XVIII. CONTRACT CONTROVERSIES**

- A. In the event of a controversy or claim arising from the Grant Agreement, the Subgrantee must, within six months after the cause of action accrues, file a written claim with the Agency's contracting officer for a determination. The claim shall state all grounds upon which the Subgrantee asserts a controversy exists. If the Subgrantee fails to file a claim or files an untimely claim, the Subgrantee is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- B. If the Subgrantee or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Subgrantee. The contracting officer shall send his/her written determination to the Subgrantee. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the agency.
- C. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Subgrantee may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Subgrantee shall proceed diligently with the performance of the Grant Agreement in a manner consistent with the determination of the contracting officer.



## **XIX. ASSIGNABILITY AND SUBCONTRACTING**

Subject to the terms and conditions of this Paragraph 19, this Grant Agreement shall be binding upon the parties and their respective principals, agents, successors and assigns.

- A. The Subgrantee shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Grant Agreement without the prior written consent of the Commonwealth, which consent maybe withheld at the sole and absolute discretion of the Commonwealth.
- B. The Subgrantee may not assign, in whole or in part, this Grant Agreement or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.
- C. For the purposes of this Grant Agreement, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Subgrantee provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- D. Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Subgrantee and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Grant Agreement and to assume the duties, obligations, and responsibilities being assigned.
- E. A change of name by the Subgrantee, following which the Subgrantee's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Subgrantee shall give the Commonwealth written notice of any such change of name.

## **XX. OTHER SUBGRANTEES OR CONTRACTORS**

The Commonwealth may undertake or award other Grants or Contracts for additional or related work, and the Subgrantee shall fully cooperate with other Subgrantees or Contractors and Commonwealth employees to ensure Subgrantee's work is coordinated with and does not hinder the additional or related work. The Subgrantee shall not commit or permit any act which will interfere with the performance of work by any other Subgrantee or Contractor or by Commonwealth employees. The Agency may recoup all grant funds provided under this Grant Agreement if any act committed by the Subgrantee, in the discretion of the agency, interferes with the performance of work by any other Subgrantee, Contractor, or federal or Commonwealth employee.

**XXI. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- C. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- D. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- E. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

- F. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- G. The Subgrantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Subgrantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- H. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- I. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- J. The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- K. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

## **XXII. CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- A. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

1. “Affiliate” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
2. “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
3. “Contractor” means the individual or entity, that has entered into this contract with the Commonwealth.
4. “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
5. “Financial Interest” means either:
  - a. Ownership of more than a five percent interest in any business; or
  - b. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

6. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  7. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- B. In furtherance of this policy, Contractor agrees to the following:
1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
  4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - c. had any business license or professional license suspended or revoked;
  - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
9. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.
10. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from

doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

### **XXIII. CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term Subgrantee is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, Subgrantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Subgrantee includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- A. The Subgrantee certifies, in writing, for itself and its contractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract/Grant Agreement, that neither the Subgrantee, nor any such contractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Subgrantee cannot so certify, then it agrees to submit, along with its Bid/Contract/Grant Agreement, a written explanation of why such certification cannot be made.
- B. The Subgrantee also certifies, in writing, that as of the date of its execution of this Bid/Contract/Grant Agreement it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- C. The Subgrantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant Agreement through the termination date thereof. Accordingly, the Subgrantee shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Subgrantee, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.
- D. The failure of the Subgrantee to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant Agreement with the Commonwealth.



- E. The Subgrantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Subgrantee's compliance with the terms of this or any other agreement between the Subgrantee and the Commonwealth that results in the suspension or debarment of the Subgrantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Subgrantee shall not be responsible for investigative costs for investigations that do not result in the Subgrantee's suspension or debarment.
- F. The Subgrantee may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us> or contacting the:

**Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138**

#### **XXIV. AMERICANS WITH DISABILITIES ACT**

- A. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Subgrantee understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Grant Agreement or from activities provided for under this Grant Agreement on the basis of the disability. As a condition of accepting this contract, the Subgrantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors and Subgrantees.
- B. The Subgrantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Subgrantee's failure to comply with the provisions of subparagraph a above.

## **XXV. HAZARDOUS SUBSTANCES**

The Subgrantee shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Subgrantee in the performance of the Grant Agreement. The Subgrantee must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- A. Labeling. The Subgrantee shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Subgrantee is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
1. Hazardous substances:
    - a. The chemical name or common name,
    - b. A hazard warning, and
    - c. The name, address, and telephone number of the manufacturer.
  2. Hazardous mixtures:
    - a. The common name, but if none exists, then the trade name,
    - b. The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
    - c. The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
    - d. A hazard warning, and
    - e. The name, address, and telephone number of the manufacturer.
  3. Single chemicals:
    - a. The chemical name or the common name,
    - b. A hazard warning, if appropriate, and
    - c. The name, address, and telephone number of the manufacturer.
  4. Chemical Mixtures:
    - a. The common name, but if none exists, then the trade name,
    - b. A hazard warning, if appropriate,
    - c. The name, address, and telephone number of the manufacturer, and

- d. The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- B. **Material Safety Data Sheet.** The Subgrantee shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Subgrantee shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Subgrantee shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

## **XXVI. COVENANT AGAINST CONTINGENT FEES**

The Subgrantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant Agreement or associated grant funding upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Subgrantee for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Grant Agreement without liability or in its discretion to recover the full amount of such commission, percentage, brokerage, or contingent fee from the Subgrantee.

## **XXVII. APPLICABLE LAW**

This Grant Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Subgrantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Subgrantee agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

## **XXVIII. INTEGRATION**

The Grant Agreement, including all referenced documents and attachments, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Subgrantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Grant Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions unless otherwise explicitly stated within the agreement. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Grant Agreement. No modifications, alterations, changes, or waiver to the Grant Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made pursuant to the terms of the Grant Agreement or using the appropriate Commonwealth form.

## **XXIX. CHANGES**

The Commonwealth reserves the right to make changes at any time during the term of the Grant Agreement or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Grant Agreement and actual quantities; 2) to make changes to the services within the scope of the Grant Agreement; 3) to notify the Subgrantee that the Commonwealth is exercising any Grant Agreement renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Grant Agreement to extend the completion date beyond the Expiration Date of the Grant Agreement or any renewals or extensions thereof. Any such change shall be made by the Commonwealth by notifying the Subgrantee in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Grant Agreement, nor, if performance security is being furnished in conjunction with the Grant Agreement, release the security obligation. The Subgrantee agrees to provide the service in accordance with the change order. Any dispute by the Subgrantee in regard to the performance required by any notification of change shall be handled through Paragraph 18, "Contract Controversies".

### **XXX. CONTROLLING TERMS AND CONDITIONS**

The terms and conditions of this Grant Agreement shall be the exclusive terms of agreement between the Subgrantee and the Commonwealth. Other terms and conditions or additional terms and conditions included or referenced in the Subgrantee's invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Subgrantee and not binding on the Commonwealth.

### **XXXI. RIGHT TO KNOW LAW**

- A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Grant Agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- B. If the Commonwealth needs the Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Subgrantee using the legal contact information provided in this Grant Agreement. The Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- C. Upon written notification from the Commonwealth that it requires the Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in the Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Subgrantee shall:
  - D. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - E. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- F. If the Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Subgrantee considers exempt from production under the RTKL, the Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

- G. The Commonwealth will rely upon the written statement from the Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- H. If the Subgrantee fails to provide the Requested Information within the time period required by these provisions, the Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- I. The Commonwealth will reimburse the Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- J. The Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- K. The Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Subgrantee has Requested Information in its possession.

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## Attachment D

### FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

<b>Federal Funding Accountability and Transparency Act Sub-recipient Data Sheet</b>	
Grantee must provide information along with Grantee's return of the signed grant agreement. The Commonwealth will not process the grant until such time that Grantee provides such information.	
<b>DUNS NUMBER</b>	
DUNS Number:	098210719
DUNS Number + 4 (if applicable):	
[INSTRUCTIONS: Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable. Grantee must maintain current registration in the Central Contractor Registration ( <a href="http://www.ccr.gov">www.ccr.gov</a> ) at all times during which they have active federal awards funded. Dun and Bradstreet Data Universal Numbering System (DUNS) Number ( <a href="http://www.dnb.com">www.dnb.com</a> ) is one of the requirements for registration in the Central Contractor Registration.]	
<b>PRIMARY LOCATION</b>	
City:	Johnstown
State:	PA
Zip+4:	15901-1809
[INSTRUCTIONS: Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.]	
<b>Compensation of Officers</b>	
Officer 1 Name:	
Officer 1 Compensation:	
Officer 2 Name:	
Officer 2 Compensation:	
Officer 3 Name:	
Officer 3 Compensation:	
Officer 4 Name:	
Officer 4 Compensation:	
Officer 5 Name:	
Officer 5 Compensation:	
<p><b>By marking the following box</b></p> <p><b>Grantee affirms they do not meet</b> <input checked="" type="checkbox"/></p> <p><b>the conditions for reporting highly</b></p> <p><b>compensated officials</b></p>	
<p>[INSTRUCTIONS: Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if—</p> <p>(i) the entity in the preceding fiscal year received—</p> <p style="padding-left: 20px;">(I) 80 percent or more of its annual gross revenues in Federal awards; and</p> <p style="padding-left: 20px;">(II) \$25,000,000 or more in annual gross revenues from Federal awards; and</p> <p>(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 8104 of the Internal Revenue Code of 1986.</p> <p>If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.</p>	

## Attachment E

### SUBRECIPIENT SINGLE AUDIT CLAUSE

The SUBRECIPIENT must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996*; *2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the SUBRECIPIENT is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the SUBRECIPIENT is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

If the SUBRECIPIENT expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, passthrough entity, and Government Accountability Office (GAO).

If the SUBRECIPIENT is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit Subrecipients. The contract with the for-profit Subrecipient should describe applicable compliance requirements and the for-profit Subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit Subrecipients may include pre- award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit Subrecipients are electronically submitted to the Federal Audit Clearinghouse.

#### **ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE**

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

#### **SUBMISSION OF THE AUDIT REPORT**

The SUBRECIPIENT must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

1

#### **SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION**

The Subrecipients must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.



**AUDIT OVERSIGHT PROVISIONS.**

The SUBRECIPIENT is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the SUBRECIPIENT's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the SUBRECIPIENT.

Audit documentation and audit reports must be retained by the SUBRECIPIENT's auditor for a minimum of five years from the date of issuance of the audit report, unless the SUBRECIPIENT's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

**EXHIBIT "A"**

**RESOLUTION NO. 10357**

**OF  
CITY COUNCIL OF THE  
CITY OF JOHNSTOWN**

**Submitted by: Finance Director**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PA AUTHORIZING THE SALE OF REAL ESTATE TAX CLAIMS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020 IN EXCHANGE FOR AN AMOUNT NOT EXCEED THAT FISCAL YEAR'S REAL ESTATE TAX SETTLEMENT AMOUNT AND AUTHORIZING CITY OFFICIALS TO TAKE EXECUTE AN AGREEMENT AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME THROUGH MUNICIPAL REVENUE SERVICES, INC. AS ITS EXCLUSIVE SERVICE AGENT.

**WHEREAS**, on November 10, 2009, the City Council of the City of Johnstown (the "City") adopted Resolution No. 9373 to sell its real estate tax claims for the fiscal year ending December 31, 2008 and prior years (collectively, the "2008 Tax Claims"), for the fiscal year ending December 31, 2009 (the "2009 Tax Claims") and for the fiscal year ending December 31, 2010 (the "2010 Tax Claims") to the Public Asset Management Inc. (the "PAM"); and

**WHEREAS**, on December 31, 2011, the City Council of the City of Johnstown (the "City") adopted Resolution No. 9526 to sell its real estate tax claims for the fiscal year ending December 31, 2011 (the "2011 Tax Claims"), for the fiscal year ending December 31, 2012 (the "2012 Tax Claims") and for the fiscal year ending December 31, 2013 (the "2013 Tax Claims") to the Public Asset Management Inc. (the "PAM") or Northwest Pennsylvania Incubator Association ("NPIA"); and

**WHEREAS**, on July 23, 2014, the City Council of the City of Johnstown (the "City") adopted Resolution No. 9868 to sell its real estate tax claims for the fiscal year ending December 31, 2014 (the "2014 Tax Claims"), for the fiscal year ending December 31, 2015 (the "2015 Tax Claims") and for the fiscal year ending December 31, 2016 (the "2016 Tax Claims") to the Public Asset Management Inc. (the "PAM") or Northwest Pennsylvania Incubator Association ("NPIA"); and

**WHEREAS**, on September 13, 2017, the City Council of the City of Johnstown (the "City") adopted Resolution No. 9988 to sell its real estate tax claims for the fiscal year ending December 31, 2017 (the "2017 Tax Claims"), for the fiscal year ending December 31, 2018 (the "2018 Tax Claims") and for the fiscal year ending December 31, 2019 (the "2019 Tax Claims") to the Public Asset Management Inc. (the "PAM") or Northwest Pennsylvania Incubator Association ("NPIA"); and

**WHEREAS**, the City (i) will be owed outstanding taxes that are secured by real estate tax claims for the fiscal year ending December 31, 2020 (the "2020 Tax Claims"); and

**WHEREAS**, pursuant to the Agreement of Sale and Purchase of Tax Claims, dated as of October 31, 2009, as amended and supplemented, between the City and PAM (the "October 31, 2009 Agreement"), a program continues to exist for PAM, on or after January 1, 2021, to purchase the City's 2020 Tax Claims in exchange for an estimated amount not to exceed that fiscal year's real estate tax settlement amount; and

**WHEREAS**, additionally, Northwest Pennsylvania Incubator Association ("NPIA") has a program in

place to purchase, on or after January 1, 2021, the City's 2020 Tax Claims in exchange for an estimated amount not to exceed that fiscal year's real estate tax settlement amount; and

**WHEREAS**, Municipal Revenue Services, Inc. ("MRS"), as the exclusive service agent for both PAM and NPIA, will select the purchaser, i.e., PAM or NPIA, prior to the respective sale of the 2020 Tax Claims, as it concludes, in its due diligence, best serves the interests of the parties at the time of each sale; and

**WHEREAS**, an Addendum to the October 31, 2009 Agreement, which includes therein a mandatory repurchase obligation by the City under certain circumstances, together with any other documents or instruments necessary to complete the transaction will be entered into by the City and PAM, or NPIA, for the purchase, sale and assignment of the 2020 Tax Claims.

**NOW THEREFORE, IT IS HEREBY**

**RESOLVED**, that the City shall sell its 2020 Tax Claims, on or after January 1, 2021, in exchange for an estimated amount not to exceed that fiscal year's real estate tax settlement amount, to the PAM, or NPIA, pursuant to the October 31, 2009 Agreement, as amended, which includes, or will include, therein a mandatory repurchase obligation by the City under certain circumstances and other supporting documents and amendments that shall be in a form approved by the City Solicitor; and be it

**FURTHER RESOLVED**, that the City be and is hereby authorized to sell the 2020 Tax Claims to PAM, or NPIA, on such terms and conditions as approved by the City Council and the City Solicitor; and be it

**FURTHER RESOLVED**, that upon sale, the City will assign such sold tax claims to PAM, or NPIA, and PAM, or NPIA, will in turn assign these tax claims to its lender; and be it

**FURTHER RESOLVED**, that, as necessary, the City shall execute such documents with PAM, or NPIA, and other appropriate entities as shall be reasonably necessary to facilitate the continued collection and servicing of the 2020 Tax Claims; and be it

**FURTHER RESOLVED**, that the City shall exclusively utilize the firm of Municipal Revenue Services, Inc. ("MRS") to facilitate the structure, closing and implementation of the sale of the 2020 Tax Claims, as contemplated by the 2009 Sales Agreement and all Addendums, and further that the City shall defer to MRS in the selection of the purchaser of said tax claims; and

**FINALLY RESOLVED**, that the proper City officials be and they are hereby authorized and directed to take any and all actions necessary and required to complete the transaction, including, but not limited to, the execution of all documents subject to the approval as to form of said document by legal counsel for the City.

We do hereby certify that the above Resolution was passed by the City Council of the City of Johnstown this 18<sup>th</sup> day of November, 2020.

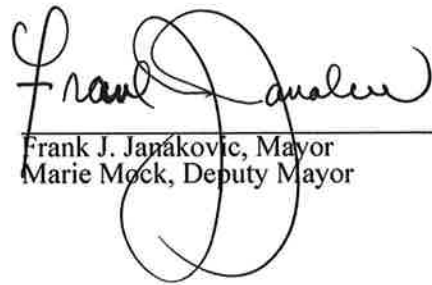
ADOPTED:

November 18, 2020

By the following vote:

Yeas: Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Amone. (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. **10357** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN  
CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO INITIATE THE TRANSFER OF FUNDS TO ELIMINATE THE RESPECTIVE 2020 CITY OF JOHNSTOWN OPERATING BUDGET DEFICIT BALANCES, AND MORE SPECIFICALLY, BUDGET EXHIBIT (A) AS DETAILED BELOW:

Fund	Fund Dept.	Line Item	Transfer to Line Item	Transfer from Line Item	Amount	Adjusted Budget Balance
General	Solicitor/Legal Services	Labor Counsel	01.404.31.025.00	01.405.31.049.02	25,000	8,216
General	Unclassified/Miscellaneous	Ins Deductible/Accident	01.489.11.126.00	01.481.35.033.00	5,000	197
General	Lincoln Street Parking	Equip Repairs/ Maintenance	01.447.37.016.00	01.449.31.000.00	2,000	459

ADOPTED:

November 18, 2020

By the following vote~

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

Nays: None (0)

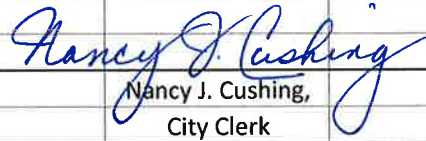
Frank J. Janakovic, Mayor



Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10358 same was adopted by the City Council of the City of Johnstown, Pennsylvania.

  
Nancy J. Cushing,  
City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, ACCEPTING THE PROPOSAL OF MARC SERVICES INC., FOR REPAIR OF THE HVAC SYSTEM AT THE PUBLIC SAFETY BUILDING AND AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME, FOR A TOTAL FEE OF \$130,450.00, CONTINGENT UPON REVIEW AND FINAL APPROVAL OF THE CITY SOLICITOR.

WHEREAS, MARC SERVICES INC. has submitted a proposal for services to repair the HVAC system that includes replacing 5-5 heat pump unit, fifth floor exhaust fan, fifth floor make-up air unit and control, 5-6 heat pump unit, 5-7 heat pump unit, two main pumps hot water loop, two main pump heat pump loop, second-third-fourth-fifth floor make up air units, 4-1 heat pump unit, 4-7 heat pump unit, 4-8 heat pump unit, 3-2 heat pump unit Captain's office, first floor firemen's locker room and lounge, at the Public Safety Building; and

WHEREAS, Marc Services Inc. was the lowest, bidder from a total of two proposals for this work; and

WHEREAS, the City of Johnstown has budgeted for these repairs to be paid out of line item account number 18.489.25.275.00; and

WHEREAS, the attached proposal and agreement set forth a proposed lump sum of \$130,450.00 to provide said services; and

WHEREAS, agreement based on the acceptance of the above-referenced proposal shall be and is hereby authorized contingent upon final review and approval of all applicable terms and conditions by the City Solicitor.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown authorizes and accepts the proposal of Marc Services Inc. to repair the HVAC System that includes replacing 5-5 heat pump unit, fifth floor exhaust fan, fifth floor make-up air unit and control, 5-6 heat pump unit, 5-7 heat pump unit, two main pumps hot water loop, two main pump heat pump loop, second-third-fourth-fifth floor make up air units, 4-1 heat pump unit, 4-7 heat pump unit, 4-8 heat pump unit, 3-2 heat pump unit Captain's office, first floor firemen's locker room and lounge, replace for a total fee of \$130,450.00, and further authorizes the Interim City Manager and/or his designee to enter into and take any and all actions necessary to effectuate an agreement based on said proposal, contingent upon final review and approval of the City Solicitor.

ADOPTED:

November 18, 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 the forgoing is true and correct copy of Resolution No. 10359 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**BID TABULATION**

Date: November 13, 2020	CONTRACT # RFP, PSB HVAC repair	Due: 10:00AM Opened: 10:00AM – City Hall Conference Room
<b>In Attendance:</b>		
<b>Name</b>	<b>Affiliation</b>	
Jared Capagna	Public Works Director	
Heidi Ryan	Accounting Assistant	
Thomas Naglic	Marc Service	
<b>BID TABULATION</b>		
<b>BIDDER'S NAME/ADDRESS</b>	<b>AMOUNT OF BID</b>	
1. Marc Service Inc. 135 5th St Suite 3 Windber PA 15963	\$ 130,450.00	
2. Air Management Inc 186 Blackner Road Johnstown PA 15105	\$ 133,201.66	
3.		
4.		
5.		
6.		

NOV 13 2020

CITY OF JOHNSTOWN

BY \_\_\_\_\_

**MARC SERVICE INC.**  
135 Fifth Street - Suite 3  
WINDBER, PA 15963  
(814) 467-8611

**PROPOSAL AND  
ACCEPTANCE**

PROPOSAL SUBMITTED TO City of Johnstown		PHONE	DATE 11/13/2020
STREET 401 Main Street		JOB NAME Public Safety Building Heating & Cooling Repair	
CITY, STATE AND ZIP CODE Johnstown, PA 15909		JOB LOCATION 401 Washington Street	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Labor and Material to make the following repairs to heating and cooling systems.

1) Replace heat pump 5-5.	\$ 8,000.00
2) Replace 5th Floor exhaust fan.	\$1,800.00
3) Replace heat pump 5-6	\$ 8,000.00
4) Replace heat pump 5-7	\$8,000.00
5) Replace two main hot water loop pumps.	\$6,800.00
6) Replace two main heat pump loop pumps.	\$6,800.00
7) Replace second floor make up air unit.	\$5,000.00
8) Replace third floor make up air unit.	\$5,000.00
9) Replace fourth floor make up air unit.	\$5,000.00
10) Replace fifth floor make up air unit.	\$5,000.00
11) Rplace heat pump 4-1	\$8,000.00
12) Replace heat pump 4-7	\$8,000.00
13) Replace heat pump 4-8	\$8,000.00
14) Replace heat pump 3-2 Captain's Office	\$8,000.00
15) Replace heat pump first floor Fireman's lunch room	\$8,000.00
16) Replace het pump Fireman's lounge	\$8,000.00
17) Replace valve and damper for make up air units	\$14,000.00
18) Replace heat pump 3-1	\$8,000.00
19) Cost for Performance Bond	\$1,050.00

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

One Hundred Thirty Thousand Four Hundred Fifty Dollars and no cents. \_\_\_\_\_ dollars (\$ 130,450.00 ).

Payment to be made as follows:

Monthly upon completion

All material is guaranteed to be as specified. All work to be completed in a workman-like 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 John V. RL

Note: This proposal may be withdrawn by us if not accepted within 30 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 outlines above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_



## VENDOR INFORMATION

**VENDOR NAME (PRINTED):** MARC-Service, Inc.

**ADDRESS:** 135 5th St., Suite 3

Windber, PA 15963

**PHONE NUMBER:** 814-467-8611

**AUTHORIZED SIGNATURE:** 

**NAME (PRINTED):** Thomas V. Naglic

**TITLE:** President

**NON-COLLUSION AFFIDAVIT**

State of: Pennsylvania )  
County of: Cambria )

(Name) Thomas V. Naglic, being first duly sworn,  
deposes and says:

That he/she is President of MARC-Service, Inc.  
(a partner or officer of the firm of, etc.) (Firm Name)

as the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner of the project or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

MARC-Service, Inc.

Firm Name

By TM VN

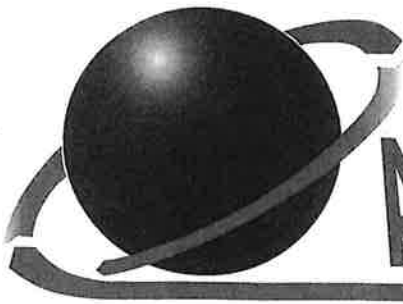
Title President

Subscribed and sworn to before me 2020  
This 13th day of November, 2004.

Lisa A. Edwards  
Notary Public

My Commission Expires

Commonwealth of Pennsylvania-Notary Seal  
Lisa A. Edwards, Notary Public  
Cambria County  
My commission expires February 17, 2023  
Commission number 1044770



# AIR MANAGEMENT INC.

186 Blackner Road  
Johnstown, PA 15905-7409

November 11, 2020

PH. (814) 288.1777  
FAX (814) 288.1875

City of Johnstown  
401 Main Street  
Johnstown, PA 15901

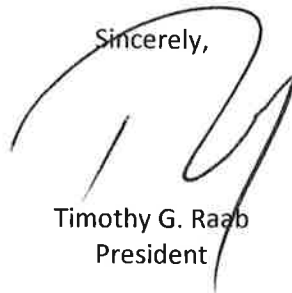
RE: Proposal for the Public Safety Building

To Whom It May Concern:

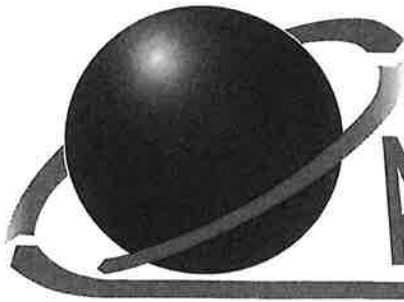
Thank you for allowing us to bid on this project. Air Management, Inc. has been servicing the HVAC equipment for the City of Johnstown for over twenty years and has been in business for thirty-one years. Currently we employ certified HVAC Technicians and service all types of equipment throughout Western PA, Maryland and West Virginia. We are also licensed by Honeywell to provide DDC Building Control System installations and service.

Once the contract is awarded and the required down payment is received, we will be able to obtain delivery dates for the equipment and provide a work schedule and completion date.

Sincerely,



Timothy G. Raab  
President



# AIR MANAGEMENT INC.

RECEIVED  
NOV 12 2020  
CITY OF JOHNSTOWN  
BY \_\_\_\_\_

186 Blackner Road  
Johnstown, PA 15905-7409

PROPOSAL  
November 11, 2020

PH. (814) 288.1777  
FAX (814) 288.1875

**PROPOSAL SUBMITTED TO:**  
City of Johnstown

**WORK TO BE PERFORMED AT**  
Public Safety Building

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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 the installation of replacing (13) water source heat pumps, \$57,602.75, installing DDC controls for valves and dampers \$50,058.00, replace fifth floor exhaust fan \$1,971.42, replace four main pumps \$23,569.49.

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 \$133,201.66.

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

Respectfully Submitted,

Timothy G. Raab, President

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### 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 \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ PRINT NAME \_\_\_\_\_

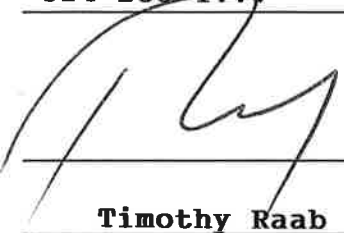
## VENDOR INFORMATION

VENDOR NAME (PRINTED): Air Management Inc

ADDRESS: 186 Blackner Road

Johnstown, Pa. 15905

PHONE NUMBER: 814 288 1777

AUTHORIZED SIGNATURE: 

NAME (PRINTED): Timothy Raab

TITLE: President

# **REQUEST FOR PROPOSALS**

## **City of Johnstown Public Safety Building Heating and Cooling Repairs**

**RFP- OCTOBER 2020**

**CITY COUNCIL OF THE CITY OF JOHNSTOWN**

## **PROCEDURE**

### **ORIGINAL PROPOSAL AND COPIES**

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

### **PREPARATION OF PROPOSALS**

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

#### **City of Johnstown Public Safety Building Heating and Cooling Repairs**

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

### **DELIVERY OF PROPOSALS**

Proposals must be received in the *City of Johnstown’s Office at 401 Main Street, Johnstown, PA, 15901*, no later than **November 4, 2020 at 12:00 PM**. Said proposals shall be open in a public setting to be observed by any community member and attested to by the City Clerk on **November 4, 2020 at 1:00 p.m.**

### **INQUIRIES AND ADDENDA**

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

### **DUTY OF VENDOR TO MAKE NECESSARY INVESTIGATIONS**

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

### **EXPENSES INCURRED IN PREPARING PROPOSAL**

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

**RIGHT TO ACCEPT OR REJECT PROPOSALS**

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

**CHOICE OF LAWS**

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

**TERM OF CONTRACT**

The duration of any contract awarded is anticipated to commence upon the date an agreement is entered with the City of Johnstown and conclude by January 29, 2021. An extension of this deadline may be granted from the City of Johnstown to the contractor at the City's discretion.

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

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

1. Compliance with specifications and production of required and supporting documentation.
2. Ability of contractor to responsibly and reliably perform contract requirements.
3. Cost of service.
4. Ability to negotiate terms of a contract acceptable to the City of Johnstown.
5. Ability to complete all contracted work tasks.
6. Experience of the contractor completing similar work tasks.



# **SPECIFICATION OF SERVICE**

## **OBJECTIVES OF THE SERVICE**

The City of Johnstown owns the Public Safety building located at 401 Washington Street in Johnstown, PA. The building is five stories in height and has issues with its heating and cooling systems and requires improvements to better heat and cool the building.

## **TASKS TO BE PERFORMED**

The contractor will provide equipment, supplies, and staffing to complete the following requested work tasks.

Replacement of the following:

- 1: 5-5 heat pump unit
- 2: Fifth floor exhaust fan
- 3: Fifth floor make-up air unit and control
- 4: 5-6 heat pump unit
- 5: 5-7 heat pump unit
- 6: Two main pumps hot water loop
- 7: Two main pumps heat pump loop
- 8: Second floor make-up air unit
- 9: Third floor make-up air unit
- 10: Fourth floor make-up air unit
- 11: Fifth floor make-up air unit
- 12: 4-1 heat pump unit
- 13: 4-7 heat pump unit
- 14: 4-8 heat pump unit
- 15: 3-2 heat pump unit Captain's office
- 16: First floor firemen's locker room heat pump
- 17: First floor firemen's lounge heat pump
- 18: Controls, valves and dampers for all the make-up air units

## **REQUIREMENTS**

The selected contractor will be required to:

- Be adequately insured/bonded to complete the specified work requested by the City of Johnstown.
- Provide the City of Johnstown with Liability insurance and Workers Compensation Insurance
- Licensed to work within the State of Pennsylvania
- Obtain all necessary permits to legally complete the specified work requested by the City of Johnstown
- Perform all work to UCC standards.
- Complete all work tasks by January 29, 2021
- Provide weekly progress reports to the City of Johnstown

- Provide monthly invoices to the City of Johnstown for work completed
- Have no outstanding violations within the City of Johnstown for their business/sole practitioner

### **DISCRIMINATION PROHIBITED**

According to 62 Pa.C.S.A. 3701, the contractor agrees that:

1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
3. The contract may be cancelled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

### **HUMAN RELATIONS ACT**

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this Specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

### **PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.**

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

### **IMPLEMENTATION TIME FRAME**

An award of this project is expected to be made to the contractor by November 4, 2020, with work beginning on November 9, 2020. All work should be completed during hours that will minimize impact on the staff that work within the Public Safety building. Work performed by the contractor on weekends will be permitted. Should the contractor need to perform work during staff working hours the contractor shall ensure that all construction "zones" are safe and secure and will not create a hazard to the staff during this time. (i.e. fencing, yellow tape, etc. to secure the areas)

### **BUDGET**

The contractor must provide to the City of Johnstown within their proposal a price breakdown for this

requested service. The contractor must associate a cost with each work task requested in the "Tasks To Be Performed" section of this RFP. The contractor will submit to the City a monthly invoice for payment. The cost provided must be comprehensive of all costs associated with this service.

**CONTRACTOR DELIVERABLE IN RESPONSE TO THIS RFP**

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

- A budget that details a price for each work task
- An estimated project schedule to complete all work tasks
- Examples of similar work the contractor has completed in the last five years
- Experience of the assigned contractor staff
- A signed contract with a section for the City to sign and accept the provided work proposal
- A completed Vendor Identification sheet