

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10434

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT TO ENTER INTO AN AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SETTLEMENT OF CIVIL PENALTIES ASSOCIATED WITH THE DEMOLITION OF THE FORMER CONRAD BUILDING LOCATED AT 303 FRANKLIN STREET IN JOHNSTOWN, PENNSYLVANIA.

WHEREAS, the City contracted with Steel Valley Contractors to demolish a building located at 303 Franklin Street in Johnstown, PA known as the "Conrad" building due to public safety concerns; and

WHEREAS, Steel Valley Contractors was responsible to adhere to all Pennsylvania Department of Environmental Protection regulations associated with demolition of a commercial building; and

WHEREAS, the Pennsylvania Department of Environmental Protection assessed fines to both Steel Valley Contractors and the City of Johnstown in the amount of \$7,500; and

WHEREAS, Steel Valley Contractors has agreed to pay the Pennsylvania Department of Environmental Protection \$7,500 fine; and

WHEREAS, the parties have agreed to certain terms and conditions reflected in the attached Agreement, as further detailed therein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or the Director of the Department of Community & Economic Development to execute on behalf of the City of Johnstown the attached agreement with the Commonwealth of Pennsylvania Department of Environmental Protection to settle fines assessed to the City of Johnstown.

ADOPTED:

July 14, 2021

By the following Vote:

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

Nays: None (0)

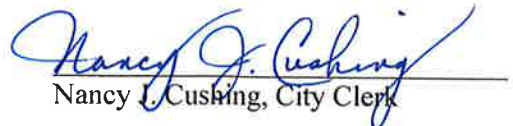
Absent: Mr. Capriotti (1)



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. 10434 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CONFIDENTIAL SETTLEMENT COMMUNICATION
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In The Matter Of:

City of Johnstown	:	Violations of 25 Pa Code § 124.3 and
401 Main Street	:	40 C.F.R. §§ 61.145(a)-(b)
Johnstown, PA 15091	:	

And

Steel Valley Contractors, LLC	:
1834 Lawrence Street	:
Youngstown, OH 44506	:

CONSENT ASSESSMENT OF CIVIL PENALTY

This Consent Assessment of Civil Penalty (“CACP”) is entered into this _____ day of _____ 2021, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department”), the City of Johnstown (“Johnstown”), and Steel Valley Contractors, LLC (“SVC”).

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Air Pollution Control Act, Act of January 8, 1960, P.L. 2119 (1959), *as amended*, 35 P.S. §§ 4001-4015 (“Air Pollution Control Act”); and the rules and regulations promulgated thereunder.

B. Johnstown is a municipality that maintains an address at 401 Main Street, Johnstown, PA 15091. Johnstown is a “person” as that term is defined in Section 3 of the Air Pollution Control Act, 35 P.S. § 4003.

C. SVC is an Ohio limited liability company that maintains a business address of

CONFIDENTIAL SETTLEMENT COMMUNICATION

1834 Lawrence Street, Youngstown, OH 44506. SVC is a “person” as that term is defined in Section 3 of the Air Pollution Control Act, 35 P.S. § 4003.

D. CSI Construction Co, Inc (“CSI”) is a Pennsylvania corporation with a business address of 8051 Aber Road, Verona, PA 15147.

E. At all times relevant hereto, Johnstown owned the former Conrad Building located at 301 Franklin Avenue, Johnstown, in Cambria County (“Conrad Building”).

F. The Conrad Building is a “facility” as defined in 40 C.F.R. § 61.141.

G. Johnstown hired SVC as the general contractor for a project involving the demolition of the Conrad Building.

H. SVC hired CSI as the asbestos abatement contractor for the project involving the demolition of the Conrad Building.

I. Johnstown, SVC, and CSI are each an “owner or operator of a demolition or renovation activity” as that term is defined in 40 C.F.R. § 61.141.

H. On or about November 6 and 7, 2017, an asbestos survey of the Conrad Building was conducted. Sampling performed as part of the survey showed that numerous building materials containing asbestos, including pipe insulation, textured wall, sheet flooring, window caulking, and roofing materials, were present in the building.

I. On July 21, 2020, CSI submitted an Asbestos Notification Form to the Department concerning a plan to demolish the Conrad Building from July 23, 2020 to July 31, 2020 (“Initial Notification Form”). The Initial Notification Form indicated that the Conrad Building was unsafe to inspect or abate, and that building material was assumed to be asbestos. No updated asbestos survey of the building and no asbestos sampling were conducted prior to the building’s demolition.

CONFIDENTIAL SETTLEMENT COMMUNICATION

J. On or about July 31, 2020, the Conrad Building was demolished.

K. On or about September 23, 2020, the Department learned that the demolition project was not conducted in accordance with the Initial Notification Form. Specifically, except for approximately thirty-five (35) linear feet of friable asbestos-containing pipe insulation in the basement of the Conrad Building (“Friable Pipe Insulation”), no building material was treated as asbestos-containing material during the demolition. A revised Asbestos Notification Form was not submitted to the Department prior to the demolition.

L. 25 Pa. Code § 124.3 adopts the National Emission Standards for Hazardous Air Pollutants codified in 40 C.F.R. Part 61.

M. Johnstown and SVC violated 25 Pa. Code § 124.3 and 40 C.F.R. § 61.145(a) by failing to thoroughly inspect the Conrad Building for the presence of asbestos prior to the commencement of demolition.

N. Johnstown and SVC violated 25 Pa. Code § 124.3 and 40 C.F.R. § 61.145(b) by failing to provide an initial or timely updated written notice of intention to demolish the Conrad Building that accurately described the procedure used to detect the presence of asbestos material, nature of asbestos present, and work practices employed during the demolition and disposal.

O. The violations identified in Paragraphs M and N, above, constitute unlawful conduct under Section 8 of the Air Pollution Control Act, 35 P.S. § 4008, and a public nuisance under Section 13 of the Air Pollution Control Act, 35 P.S. § 4013, and subject Johnstown and SVC to a claim for civil penalties under Section 9.1 of the Air Pollution Control Act, 35 P.S. § 4009.1.

After full and complete negotiations of all matters set forth in this CACP and upon mutual exchange of the covenants herein, the parties desiring to avoid litigation and intending to

CONFIDENTIAL SETTLEMENT COMMUNICATION

be legally bound, it is hereby ASSESSED by the Department and AGREED to by Johnstown and SVC as follows:

1. Assessment. In resolution of the Department's claim for civil penalties, which the Department is authorized to pursue under Section 9.1 of the Air Pollution Control Act, 35 P.S. § 4009.1, the Department hereby assesses a civil penalty of Seven Thousand Five Hundred Dollars (\$ 7,500.00), which SVC hereby agrees to pay.

2. Civil Penalty Settlement.

a. Upon signing this CACP, SVC shall pay the civil penalty assessed in Paragraph 1, above, in accordance with the following schedule: Two Thousand Five Hundred Dollars (\$2,500.00) due upon execution of this CACP; and five (5) additional monthly payments of One Thousand Dollars (\$1,000.00) due on the last day of each month, beginning with the first monthly payment due on or before 30, 2021 and ending with the final payment due on or before 31, 2021. The payments shall be by corporate check or the like, made payable to "Commonwealth of Pennsylvania, Clean Air Fund" and sent to the Air Quality Program Manager, Department of Environmental Protection, 400 Waterfront Drive Pittsburgh, PA 15222-4745.

b. If SVC makes each payment timely, totaling Seven Thousand Five Hundred Dollars (\$7,500.00), as called for in Paragraph 2.a., above, the Department will accept these payments as a full and complete satisfaction of Johnstown and SVC's civil penalty liability for the violations identified in Paragraphs M and N, above.

c. If any of the five (5) monthly payments is not received in full on or before the date set forth in Paragraph 2.a., above, the entire outstanding balance of the full Seven Thousand Five Hundred Dollars (\$7,500.00) penalty assessed in Paragraph 1, above, shall be

CONFIDENTIAL SETTLEMENT COMMUNICATION

due, and said outstanding balance shall be paid in full within thirty (30) days of the date by which the missed monthly payment was due.

3. Findings.

a. Johnstown and SVC agree that the findings in Paragraphs A through O are true and correct and, in any matter or proceeding involving Johnstown and SVC and the Department, Johnstown and SVC shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this CACP in any matter or proceeding.

4. Reservation of Rights. The Department reserves all other rights with respect to any matter addressed by this CACP, including the right to require abatement of any conditions resulting from the events described in the Findings. Johnstown and SVC reserve the right to challenge any action which the Department may take but waives the right to challenge the content or validity of this CACP.

5. Execution of Agreement. This CACP may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument, and may be transmitted electronically via portable document format (.pdf).

IN WITNESS WHEREOF, the parties have caused this CACP to be executed by their duly authorized representatives. The undersigned representatives of Johnstown and SVC certify, under penalty of law, as provided by 18 Pa. C. S. § 4904, that they are authorized to execute this CACP on behalf of Johnstown and SVC that Johnstown and SVC consent to the entry of this CACP as an ASSESSMENT of the Department; that Johnstown and SVC hereby knowingly waives any right to a hearing under the statutes referenced in this CACP; and that Johnstown and SVC knowingly waives its right to appeal this CACP, which rights may be available under

CONFIDENTIAL SETTLEMENT COMMUNICATION

Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Signature by Johnstown's and SVC's attorney certifies only that the agreement has been signed after consulting with counsel.

CONFIDENTIAL SETTLEMENT COMMUNICATION

FOR THE CITY OF JOHNSTOWN:

**FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:**

John Dubnansky
Director of Community and
Economic Development
City of Johnstown

Mark R. Gorog, P.E.
Regional Manager
Air Quality Program

Name
Attorney for City of Johnstown

Brian L. Greenert
Assistant Counsel

FOR STEEL VALLEY CONTRACTORS, LLC:

Name
Title

Name
Attorney for Steel Valley Contractors, LLC

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA ACCEPTING THE PROPOSAL OF QUAKER SALES CORPORATION FOR MILLING AND PAVING OF HOPP AVENUE, OSBORNE STREET (FROM RAILROAD TRACKS TO FRANKLIN STREET), BARNETT STREET, VON LUNEN ROAD, 900 PLACE, THORN PLACE, CLEVELAND STREET, PORTION OF FREDRICK STREET (CENTRAL TO PARK), WESLEY ALLEY AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE AN AGREEMENT AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE SAME, FOR A TOTAL FEE OF \$743,425.00

WHEREAS, the City of Johnstown previously authorized and issued a Request for Proposals for certain milling and resurfacing activities on the following streets Hopp Avenue, Osborne Street (from railroad tracks to Franklin Street), Barnett Street, Von Lunen Road, 900 Place, Thorn Place, Cleveland Street, Portion of Fredrick Street (Central Avenue to Park Avenue), Wesley Alley and received bids in response to same; and

WHEREAS, Quaker Sales Corporation submitted the lowest qualified bid for said work as outlined in the attached proposal, for a total amount of \$743,425.00; and

WHEREAS, the City administration recommends that City Council accept the attached proposal of Quaker Sales Corporation for said work, in the amount of \$743,425.00 to be paid from Line Item Account Number 18.434.37.544.00 as the lowest qualified bid received; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the proposal of Quaker Sales Corporation is hereby accepted and that the Interim City Manager and/or his designee is authorized and directed to take any/all actions necessary to enter into and effectuate an agreement with Quaker Sales Corporation for the milling and paving of Hopp Avenue, Osborne Street (from Railroad Tracks to Franklin Street), Barnett Street, Von Lunen Road, 900 Place, Thorn Place, Cleveland Street, Portion of Fredrick Street (Central Avenue to Park), Wesley Alley in the amount of \$743,425.00, contingent upon solicitor review and approval of any final agreement.

ADOPTED:

July 14, 2021

By the following vote:

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

Nays: None (0)

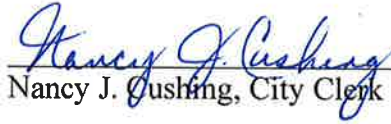
Absent: Mr. Capriotti (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10435** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

ADDENDUM #2

Date 7/2/2021

PROPOSAL FOR
CITY OF JOHNSTOWN
2021 Hot Mix Paving Program
Contract 2/2021

Quaker Sales Corporation
CONTRACTOR
P.O. Box 880
Address
Johnstown, PA 15907

Gentlemen:

Pursuant to and in compliance with your request inviting Proposals for the execution of the above-referenced project, and subject to all the terms and conditions of the Contract Documents relating thereto and on file in the office of GIBSON-THOMAS ENGINEERING CO., INC., 1004 Ligonier Street, P.O. Box 853, Latrobe, PA, 15650, the undersigned proposes to perform all work, to provide and furnish all labor, all necessary tools and equipment, all utility and transportation services, and materials (both expendable and permanent), all as required for the performance of said project, in complete accordance with the Plans, Specifications, and other Contract Documents, including Addenda Numbers #1 and #2, issued thereon, for the following price:

For the performance of all work set forth in the Contract Documents, and shown on the Contract Drawing(s), for the total price of

Seven Hundred Forty-Three Thousand Four Hundred Twenty-Five Dollars

(\$ 743,425.00)

The following unit price schedule was used to compute the bid total. Should the amount of construction items be increased or decreased, the undersigned agrees that the following unit prices will be used for any adjustments. The sum of the unit prices should equal the total shown on the first page of this Proposal.

City of Johnstown
2021 Hot-Mix Paving Program
Contract 2/2021

ADDENDUM #2

Item	Description	Quantity	Unit Price	Total
<u>BASE BID 1</u>				
*1.	Mill (3")	12,000 s.y.	\$ 3.10 /s.y.	\$ 37,200.00
*2.	Mill (1-1/2")	1,500 s.y.	\$ 3.75 /s.y.	\$ 5,625.00
*3.	Leveling Course 1-1/2" Wearing Course	1,600 ton	\$ 92.00 /ton	\$ 147,200.00
*4.	0.0 to 0.3 Million ESAL's)	1,500 s.y.	\$ 8.50 /s.y.	\$ 12,750.00
	2" Wearing Course			
*5.	0.0 to 0.3 Million ESAL's)	22,000 s.y.	\$ 12.50 /s.y.	\$ 275,000.00
*6.	Single White Line Paint	12,000 l.f.	\$.55 /l.f.	\$ 6,600.00
*7.	Double Yellow Line Paint	1,500 l.f.	\$ 1.10 /l.f.	\$ 1,650.00
*8.	Stop Bars	16 ea	\$ 150.00 /ea	\$ 2,400.00
*9.	Soft Spot Repair Full Depth Alley - 8" Pulverization w/6" Treatment	1,500 s.y.	\$ 60.00 /s.y.	\$ 90,000.00
*10.	Reclamation/Stabilization Full Depth Roadway - 12" Pulverization w/12" Treatment	3,100 s.y.	\$ 10.00 /s.y.	\$ 31,000.00
*11.	Reclamation/Stabilization	7,000 s.y.	\$ 8.50 /s.y.	\$ 59,500.00
	Reclamation/Stabilization:			
*12.	Aggregate	100 ton	\$ 25.00 /ton	\$ 2,500.00
	Reclamation/Stabilization: Portland			
*13.	Cement	250 ton	\$ 200.00 /ton	\$ 50,000.00
*14.	Reset Guiderail - Contingency Item	100 l.f.	\$ 20.00 /l.f.	\$ 2,000.00
	Type M Inlet 24" x 45" - New			
*15.	Installation - Contingency Item	4 ea.	\$ 4,000.00 /ea.	\$ 16,000.00
	8" Underdrain - New Installation -			
*16.	Contingency Item	200 l.f.	\$ 20.00 /l.f.	\$ 4,000.00
*Complete-in-place.				TOTAL BASE BID \$ 743,425.00

ADDENDUM #2

Date 7/6/21

PROPOSAL FOR
CITY OF JOHNSTOWN
2021 Hot Mix Paving Program
Contract 2/2021

HRI, Inc.
CONTRACTOR
1750 West College Avenue
Address
State College, PA 16801

Gentlemen:

Pursuant to and in compliance with your request inviting Proposals for the execution of the above-referenced project, and subject to all the terms and conditions of the Contract Documents relating thereto and on file in the office of GIBSON-THOMAS ENGINEERING CO., INC., 1004 Ligonier Street, P.O. Box 853, Latrobe, PA, 15650, the undersigned proposes to perform all work, to provide and furnish all labor, all necessary tools and equipment, all utility and transportation services, and materials (both expendable and permanent), all as required for the performance of said project, in complete accordance with the Plans, Specifications, and other Contract Documents, including Addenda Numbers 2, issued thereon, for the following price:

For the performance of all work set forth in the Contract Documents, and shown on the Contract Drawing(s), for the total price of

Nine Hundred Ninety Eight Thousand Six Hundred Seventy Dollars and Zero Cents Dollars

(\$ 998,670.00)

The following unit price schedule was used to compute the bid total. Should the amount of construction items be increased or decreased, the undersigned agrees that the following unit prices will be used for any adjustments. The sum of the unit prices should equal the total shown on the first page of this Proposal.

City of Johnstown
2021 Hot-Mix Paving Program
Contract 2/2021

ADDENDUM #2

Item	Description	Quantity	Unit Price	Total
BASE BID 1				
*1.	Mill (3")	12,000 s.y.	\$ 2.85 /s.y.	\$ 34,200.00
*2.	Mill (1-1/2")	1,500 s.y.	\$ 4.70 /s.y.	\$ 7,050.00
*3.	Leveling Course	1,600 ton	\$ 130.20 /ton	\$ 208,320.00
*4.	1-1/2" Wearing Course 0.0 to 0.3 Million ESAL's)	1,500 s.y.	\$ 10.70 /s.y.	\$ 16,050.00
*5.	2" Wearing Course 0.0 to 0.3 Million ESAL's)	22,000 s.y.	\$ 13.60 /s.y.	\$ 299,200.00
*6.	Single White Line Paint	12,000 l.f.	\$ 0.45 /l.f.	\$ 5,400.00
*7.	Double Yellow Line Paint	1,500 l.f.	\$ 1.20 /l.f.	\$ 1,800.00
*8.	Stop Bars	16 ea	\$ 280.00 /ea	\$ 4,480.00
*9.	Soft Spot Repair Full Depth Alley - 8" Pulverization w/6" Treatment	1,500 s.y.	\$ 114.00 /s.y.	\$ 171,000.00
*10.	Reclamation/Stablilization Full Depth Roadway - 12" Pulverization w/12" Treatment	3,100 s.y.	\$ 14.95 /s.y.	\$ 46,345.00
*11.	Reclamation/Stablilization	7,000 s.y.	\$ 12.80 /s.y.	\$ 89,600.00
*12.	Reclamation/Stablilization: Aggregate	100 ton	\$ 28.15 /ton	\$ 2,815.00
*13.	Reclamation/Stablilization: Portland Cement	250 ton	\$ 220.00 /ton	\$ 55,000.00
*14.	Reset Guiderail - Contingency Item Type M Inlet 24" x 45"- New	100 l.f.	\$ 118.50 /l.f.	\$ 11,850.00
*15.	Installation - Contingency Item 8" Underdrain - New Installation -	4 ea.	\$ 6,470.00 /ea.	\$ 25,880.00
*16.	Contingency Item	200 l.f.	\$ 98.40 /l.f.	\$ 19,680.00
*Complete-in-place.				
TOTAL BASE BID				\$ 998,670.00

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO SIGN A CONTRACT WITH LOCHER DEMOLITION & EXCAVATING LLC SERVICE IN THE AMOUNT OF \$144,650.00 THROUGH THE CDBG STRUCTURE DEMOLITION PROGRAM TO DEMOLISH SIXTEEN (16) 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 2020-2021 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 procurement activities which resulted in the receipt of three bids from which were opened publicly on June 30, 2021 at 12:05 PM; and

WHEREAS, the bids were reviewed by DCED staff, with Locher Demolition & Excavating LLC, being identified as the low bonafide bidder with a bid amount of \$144,650.00.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the Interim City Manager is authorized and directed to execute an agreement with Locher Demolition & Excavating LLC Service for the completion of demolishing sixteen structures throughout the City of Johnstown in the amount of \$144,650.00 per bid on June 30, 2021.

ADOPTED:

July 14, 2021

By the following vote:

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

Nays: None (0)

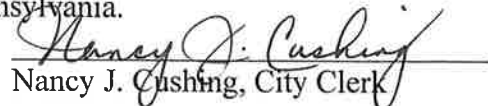
Absent: Mr. Capriotti (1)



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. 10436 adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CDBG STRUCTURE DEMOLITION PROGRAM
Contract 2021**

BID DATE: June 30, 2021

CITY HALL 2ND FLOOR CONFERENCE ROOM

CONTRACTOR	BID AMOUNT	BID BOND/CHECK	INSURANCE	ACKNOWLEDGEMENT Addendum NO. 1	ACKNOWLEDGEMENT Addendum NO. 2
1 LOCHER DEMOLITION	\$ 144,650	X	X	X	X
2 MARSH CONSTRUCTION	\$ 190,000	X			
3 LECKEY'S DEMOLITION	\$ 146,000	X	X	X	
4 Earthmovers	\$ 205,568	X		X	X
5	\$				
6	\$				
7	\$				
8	\$				
9	\$				
10	\$				
11	\$				
12	\$				
13	\$				

Gregory Jones
New Market

Gregory Jones
Fairfax County, Virginia

CDBG STRUCTURE DEMOLITION PROGRAM
 CONTRACT 2021-

BID DATE: WEDNESDAY JUNE 30, 2021

CITY HALL ROOM 200

CONTRACTOR	Date Turned In:	Time Turned In:
1 LOCHER DEMOLITION	6-29-2021	2:33pm
2 EARTHMOVERS UNLIMITED, INC.	6/30/21	FedEx - MAIL 12:00pm
3 LECKEYS DEMOLITION	6/30/21	11:45AM
4 MARSH CONSTRUCTION	6/30/21	11:44AM
5 STEEL VALLEY CONTRACTORS, LLC		
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FY 2021 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 eighteen (18) properties for demolition located in the City of Johnstown.

A list of these eighteen (18) properties for demolition, tax parcel number and description are in the Special Conditions Section.

Bids are done on or before **12:00 PM** (prevailing time), Wednesday, June 30, 2021 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: June 10, 2021

Re: Invitation for Demolition bid

The City of Johnstown is soliciting an invitation for Bids from qualified demolition contractor(s) for the FY 2021 CDBG Program funded by HUD.

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

Sealed proposals must be received by 12:00 PM on Wednesday, June 30, 2021 and will be read aloud. Only proposals received by this date and time will be considered. Bids received late or incomplete will be returned unopened. Proposals will be opened in the presence of witnesses in the Community and Economic Development Office. For further information, contact 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 2021 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, Wednesday, June 30, 2021. All bids will be publicly opened and read at 12:00 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 eighteen (18) 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, Residential Development Officer, (814) 539-2504 ext. 111.

Tracy Teno
Residential Development Officer
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.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn in writing or faxed by the Bidder in time for delivery in the normal course or business prior to the time 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 workday 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:

Addresses and parcel numbers are provided under Schedule of Properties.

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.

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.

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) Schedule of Properties to be Demolished/Cleared

SCHEDULE OF PROPERTIES TO BE DEMOLISHED/CLEARED

Property Address	Description of Property	Tax Map Parcel #
132 Marshall Avenue	2 story wood structure with stone foundation and attached garage	78-021.-204.000
145 D Street	2 story wood structure with stone foundation	90-001.-126.000
148-150 Frederick Street	2 story duplex wood structure with stone foundation	87-014.-117.000
185 D Street	2 story wood structure with stone foundation	90-004.-303.000
174 Prospect Street	2.5 story single family wood structure with stone foundation	82-013.-108.000
176 Prospect Street	2 story single family wood structure with stone foundation	82-013.-107.000
214 Kunkle Street	2 story single family wood structure with stone foundation	91-010.-203.000
218 Garfield Street	2 story single family wood structure with stone foundation	89-005.-217.000
231-241 Boyer Street	2 story 6 unit multi-family wood structure with stone foundation	91-004.-100.000
311 Cresswood Street	2 story wood structure with stone foundation	81-005.-223.000
396 Ihmsen Avenue	2 story wood structure with stone foundation	82-001.-307.000
510-512 Ash Street	2 story duplex wood structure with stone foundation	77-012.-307.000
553-555 Coleman Avenue	2 story duplex wood structure with stone foundation	87-007.-125.000
617 Sherman Street	2 story single family wood structure with stone foundation	76-003.-208.000

619 Sherman Street	2 story wood structure with stone foundation	76-003.-208.001
629 Sherman Street	2 story wood structure with stone foundation	76-003.-215.000
824 Sherman Street	2 story wood structure with stone foundation	76-008.-100.000
641-643 Somerset Street	2 story duplex wood structure with stone foundation	76-001.-115.000

TECHNICAL SPECIFICATIONS

A. SCOPE

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

1. Rodent extermination.
2. Protecting all adjacent properties and natural features of areas to remain undamaged.
3. Demolishing and removing all posts and settings, buildings, sheds, fences, structures, porches, walls, fences, furnaces and fuel tanks on or underneath the ground.
4. Demolish and remove paved surfaces (except street sidewalks).
5. Disconnecting and sealing utilities.
6. Removing all rubbish, junk and trash from the site.
7. Providing all necessary licenses, permits and pay fees.
8. Preserving all operating utilities serving other properties and related appurtenances on site.
9. Providing adequate protection to persons and property.
10. Providing dust control.
11. Clearing and filling all wells, cisterns and similar underground structures.
12. Breaking up basement floors.
13. Demolishing and removing all above-ground masonry.
14. Backfill basements and other excavations.
15. Leaving site free of all demolition refuse, trash and junk.
16. Restoring to original grades and conditions all properties damages by any activity related to the work and taking adequate precautions to avoid settlements or cave-ins of properties higher than site; or other damage to properties lower than site.
17. After back-filling has been completed and approved by city officials, apply 3" to 4" 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 is 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. The contractor must contact the GJWA to verify that sewer laterals are appropriately capped after demolition is completed. A representative for the Authority will visually inspect and document the lateral and cap so the information can be entered into the Authority's data base. The contractor will contact either Mike Calpin at 814-341-4779, or Denny Shadron at 724-289-3926.
15. 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.
16. 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.

C. 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.

D. 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). The debris from each property must be removed within fifteen (15) days of completed demolition.
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. Dump slips must be provided to the City of Johnstown for each load removed within 7 days of taking material to a dump.
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.

E. 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 tamped level with the sidewalk.

F. 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.

G. 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.

H. 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. Proof of insurance will be required before any demolition is started.
- 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: LOCHER DEMOLITION - Excavating LLC

Signature: Jammy Goldberg

Title: Co owner Date: June 25, 2021

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 One Hundred Forty Four Thousand Six Hundred Fifty Dollars (\$144,650), 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 Fourteen Thousand Four Hundred Sixty Five Dollars (\$14,465), 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: Jamey Goldberg

SOCIAL SECURITY NUMBER: 210 54-6335

ADDRESS, INCLUDING ZIP CODE: 565 Duwell Street Johnstown Pa 15906

NAME: Ronald Locher Jr

SOCIAL SECURITY NUMBER: 211-38-1845

ADDRESS, INCLUDING ZIP CODE: 197 Kagey St Mineral Point Pa 15842

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: June 25, 2021

FEIN: 81-2913104 (Name of Company) LOCHER DEMOLITION LLC

By: Jamey Goldberg Title: Vice President / Co Owner

Official Address Including Zip Code: 565 Duwell Street Johnstown Pa 15906

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

**PLEASE PROVIDE A BID OF EACH STRUCTURE
IN ADDITION TO A TOTAL BID
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

Property Address	Description of Property	Tax Map Parcel #
132 Marshall Avenue	2 story wood structure with stone foundation and attached garage	78-021.-204.000
145 D Street	2 story wood structure with stone foundation	90-001.-126.000
148-150 Frederick Street	2 story duplex wood structure with stone foundation	87-014.-117.000
185 D Street	2 story wood structure with stone foundation	90-004.-303.000
174 Prospect Street	2.5 story single family wood structure with stone foundation	82-013.-108.000
176 Prospect Street	2 story single family wood structure with stone foundation	82-013.-107.000
214 Kunkle Street	2 story single family wood structure with stone foundation	91-010.-203.000
218 Garfield Street	2 story single family wood structure with stone foundation	89-005.-217.000
231-241 Boyer Street	2 story 6 unit multi-family wood structure with stone foundation	91-004.-100.000
311 Cresswood Street	2 story wood structure with stone foundation	81-005.-223.000
396 Ihmsen Avenue	2 story wood structure with stone foundation	82-001.-307.000
510-512 Ash Street	2 story duplex wood structure with stone foundation	77-012.-307.000
553-555 Coleman Avenue	2 story duplex wood structure with stone foundation	87-007.-125.000

617 Sherman Street	2 story single family wood structure with stone foundation	76-003.-208.000
619 Sherman Street	2 story wood structure with stone foundation	76-003.-208.001
629 Sherman Street	2 story wood structure with stone foundation	76-003.-215.000
824 Sherman Street	2 story wood structure with stone foundation	76-008.-100.000
641-643 Somerset Street	2 story duplex wood structure with stone foundation	76-001.-115.000

State of Pennsylvania }
County of Cambria } ss.

Jamey Goldberg, being first duly sworn,
deposes and says that:

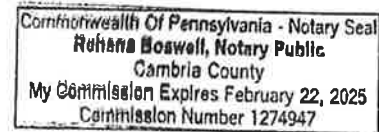
1. He is the owner, (owner, partner, officer, representative or agent) of LOCHER Demolition LLC, the Bidder that has submitted the attached Bid.
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
3. Such Bid is genuine 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): Jammy Mordker
Title: Co owner

Subscribed and sworn to before me this 25 day of June 2021
(Notary Signature) Rehana Boswell
My Commission Expires: 2/22/2025



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 _____ DOLLARS (\$ _____), truly to be made, we find ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

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

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20 __, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence Of:

By: _____ (SEAL)

_____ (SEAL)

ATTEST:

By: _____ (SEAL)

ATTEST:

Countersigned
By: _____
Attorney-in-Face, State of

By: _____ (SEAL)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Title: _____ (SEAL)

_____ (Date)

STATEMENT OF BIDDER'S QUALIFICATIONS

(Demolition and Site Clearance Contractor)

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

1. **NAME OF BIDDER:**

LOCHER Demolition & Excavating LLC

2. **PERMANENT MAIN OFFICE ADDRESS:**

303 Central Avenue
Johnstown Pa 15902

3. **WHEN ORGANIZED:**

1983

4. **IF A CORPORATION, WHERE INCORPORATED:**

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

38

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

7. **GENERAL CHARACTER OF WORK PERFORMED BY YOU:**

Operator | Laborer

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?

NO

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

Johnstown Redevelopment

11. LIST YOUR MAJOR EQUIPMENT:

Excavators

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

31

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

14. CREDIT AVAILABLE: \$ N/A

15. GIVE BANK REFERENCE:

Summit Bank
Northwest
Americserv

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 25th day of June, 2021

By:

Title:

State of Pennsylvania }
County of Cambria } s.s.

Jamey Goldberg being duly sworn, deposes and says that he is the owner of

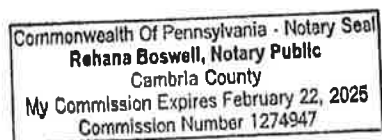
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 25 day of June, 2021

Notary Public

Rehana Boswell

My commission Expires: 2/22/2025



**AGREEMENT FOR
DEMOLITION AND SITE CLEARANCE**

THIS AGREEMENT, is made this 14th day of July, 20 21, 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

Locher Demolition & Excavating LLC

A Corporation duly incorporated and conducting business under the laws of the Commonwealth of Pennsylvania and having its principal place of business at 303 Central Ave. Johnstown, PA; 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 \$144,650.⁰⁰.
- 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 July 15, 2021.
- B. The work on the above site shall be fully completed within one hundred twenty (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:


Secretary

CONTRACTOR:

By: 
Contractor

Title: Co owner

ATTEST:



THE CITY OF JOHNSTOWN:

By: 
City Manager

EXHIBIT "B"

LIST OF PROPERTIES TO BE DEMOLISHED

Property Address	Description of Property	Tax Map Parcel #	Bid Price
132 Marshall Avenue	2 story wood structure with stone foundation and attached garage	78-021.-204.000	8,700. ⁰⁰
145 D Street	2 story wood structure with stone foundation	90-001.-126.000	7,900. ⁰⁰
148-150 Frederick Street	2 story duplex wood structure with stone foundation	87-014.-117.000	9,900. ⁰⁰
185 D Street	2 story wood structure with stone foundation	90-004.-303.000	10,000. ⁰⁰
174 Prospect Street	2.5 story single family wood structure with stone foundation	82-013.-108.000	9,100. ⁰⁰
176 Prospect Street	2 story single family wood structure with stone foundation	82-013.-107.000	7,300. ⁰⁰
214 Kunkle Street	2 story single family wood structure with stone foundation	91-010.-203.000	8,200. ⁰⁰
218 Garfield Street	2 story single family wood structure with stone foundation	89-005.-217.000	14,500. ⁰⁰
231-241 Boyer Street	2 story 6 unit multi-family wood structure with stone foundation	91-004.-100.000	—
311 Cresswood Street	2 story wood structure with stone foundation	81-005.-223.000	7,500. ⁰⁰
396 Ihmsen Avenue	2 story wood structure with stone foundation	82-001.-307.000	8,400. ⁰⁰
510-512 Ash Street	2 story duplex wood structure with stone foundation	77-012.-307.000	11,500. ⁰⁰
553-555 Coleman Avenue	2 story duplex wood structure with stone foundation	87-007.-125.000	9,900. ⁰⁰
617 Sherman Street	2 story single family wood structure with stone foundation	76-003.-208.000	6,800. ⁰⁰
619 Sherman Street	2 story wood structure with stone foundation	76-003.-208.001	4,500. ⁰⁰

629 Sherman Street	2 story wood structure with stone foundation	76-003.-215.000	—
824 Sherman Street	2 story wood structure with stone foundation	76-008.-100.000	9,450. ⁰⁰
641-643 Somerset Street	2 story duplex wood structure with stone foundation	76-001.-115.000	11,000. ⁰⁰



CITY OF JOHNSTOWN
MUNICIPAL ENGINEERING DEPARTMENT
100 Water Street
Johnstown, PA 15901
814-519-2594
814-419-8991

ADDENDUM

for

City of Johnstown Spring 2021 Demolition RFP

Effective: June 14, 2021

The City of Johnstown is making a change to the City of Johnstown Demolition RFP approved by City Council and released publicly on **June 10, 2021**. The property listed as 231-241 Boyer Street is being removed from the bid list. Please do not include pricing within your proposal to the City for this property. If pricing is included for this property, that price will be deducted from your overall bid to complete all of the remaining 17 building demolitions.

The deadline for all proposals remains the same, **June 30, 2021**, at 12:00 PM.

Jamie Goldberg



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	FWF Insurance Agency Inc 429 Theatre Drive Johnstown, PA 15904	CONTACT NAME: Heather N Heck PHONE (A/C, No, Ext): E-MAIL ADDRESS: heather@fwfinsurance.com	FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE		
INSURED	Locher Demolition & Excavating, LLC 102 Avis Avenue Johnstown, PA 159059522	INSURER A:	BURNS & WILCOX, LTD	NAIC # BUW
		INSURER B:	state auto prop and casualty	25127
		INSURER C:	Brickstreet	A0339
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			3AA429108	10/22/2020	10/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY			BAP2239007	11/18/2020	11/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCB1028268	03/23/2021	03/23/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE FOR CONTRACT

CERTIFICATE HOLDER

CANCELLATION

CITY OF JOHNSTOWN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
-------------------	--

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ADDENDUM #2

for

City of Johnstown Spring 2021 Demolition RFP

Effective: June 24, 2021

The City of Johnstown has made changes to the Johnstown Demolition RFP approved by City Council and released publicly on **June 10, 2021**. The property listed as 629 Sherman Street is being removed from the bid list. Please do not include pricing within your proposal to the City for this property. If pricing is included for this property, that price will be deducted from your overall bid.

In addition, the properties listed below are required to have an asbestos survey completed prior to demolition.

- 145 D Street
- 185 D Street
- 174 Prospect Street
- 176 Prospect Street

The City of Johnstown will separately contract out the asbestos survey reports and any required asbestos removal/remediation work for these properties, prior to the demolition of these buildings. The demolition contractor will not perform demolition of these four identified properties, without prior written approval from the City stating that the asbestos survey and any required asbestos removal work has been completed. Pricing for asbestos removal/remediation prior to demolition of these buildings should not be included within the contractor's bid proposal.

The deadline for all proposals remains the same, **June 30, 2021**, at 12:00 PM.

A handwritten signature in cursive script, reading "Janey Goldberg", is located at the bottom of the page.

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE(S) TO TAKE ANY/ALL ACTIONS NECESSARY TO AWARD A CONTRACT TO STONE PLANNING LLC FOR A STUDY OF ENTERTAINMENT OPPORTUNITIES AND TO MAXIMIZE USAGE AT SARGENT'S STADIUM, 1ST SUMMIT ARENA AND THE STATE THEATRE.

WHEREAS, the City's Department of Community and Economic Development is currently updating the city's comprehensive plan; and

WHEREAS, the identification of opportunities to expand and maximize the usage of recreational and educational facilities is an integral part of that planning process; and

WHEREAS, Stone Planning LLC has submitted a proposal to the Department of Community and Economic Development to study opportunities to maximize usage at Sargent's Stadium, 1st Summit Arena and the State Theatre.

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager and/or his designee is hereby authorized and directed to award a contract in the amount of Ten Thousand (\$10,000.00) Dollars to Stone Planning LLC for said study.

ADOPTED:

July 14, 2021

By the following Vote:

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

Nays: None (0)

Absent: Mr. Capriotti (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. 10437 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



June 14, 2021

Mr. John Dubnansky
jdubnansky@cojtwm.com

Dear Mr. Dubnansky:

Thank you for the opportunity to work with you in your planning of the future of Johnstown, specifically related to the State Theater, 1st Summit Arena, and Point Stadium. We believe that **Stone Planning LLC** and **The Rooney Sports and Entertainment Group** can address all of your goals and needs related to sports, entertainment, and general public-assembly facility offerings.

Together and individually, we have worked with many municipalities, non-profits, and others in the planning of event venues such as theaters, cultural venues, stadiums and arenas, and other sports and entertainment offerings, as well as events that have been held in these facilities. Our team's recent work experience in the region includes Heinz Hall, the UPMC Events Center, Stage AE, the PPL Center, the WVU Coliseum, and others. In addition to our consulting experience, our team also offers direct experience in entertainment facility operations, management, and development, as well as event promotion roles.

Should you have any questions or need additional information, please feel free to contact me at (312) 933-3618 or david@stoneplanningllc.com.

Thank you again for the opportunity to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read "David Stone".

David Stone, President
Stone Planning LLC



PROPOSED SCOPE OF WORK

In general, we will help to identify the competitive position of and opportunities for the city's three major public-assembly venues (the State Theater, 1st Summit Arena, and Point Stadium), with the intent of identifying opportunities to maximize usage of the assets in the future. This will include the following tasks:

- While we have previously visited all three facilities, we will travel to Johnstown to tour the facilities.
- While in Johnstown, we will meet with various local stakeholders in order to better understand local dynamics, the usage and condition of the facilities, and other matters. These stakeholders will include city staff, Visit Johnstown, the Cambria Regional Chamber of Commerce, facility staff and operators, facility tenants, potential users, and others, as well as any others identified by the city and us.
- For all three facilities, we will also interview local, regional, and national industry stakeholders, such as facility operators, event promoters, agents, and others, regarding Johnstown's competitive position and opportunities, regional dynamics and presence of any competitive facilities, thoughts on the facilities and any needed improvements, potential future usage, and others.
- Following the tasks described above and all associated meetings/interviews, we will summarize the results and provide a set of recommendations, conclusions, and other input in report form. We will address the current position of all three facilities as well as any physical needs that will improve their competitiveness and usage (such as capacities, offerings and amenities, infrastructure, and others).

PROPOSED FEES AND SCHEDULE

We will work with you to select time to be in Johnstown for meetings. Following the meetings, we will schedule any needed calls with industry stakeholders and expect to submit our findings and recommendations within approximately six to eight weeks after the kickoff meetings.

Our fee for the proposed scope of work is **\$10,000**.



CONTRACTUAL CONDITIONS

The following conditions apply to our engagement with you.

The findings and recommendations of our research will reflect analyses of primary and secondary sources of information. Estimates and analyses presented in our report will be based on data that are subject to variation. SP will use sources that it deems reliable, but will not guarantee their accuracy. Recommendations will be made from information provided by the analyses, internal databases, and from information provided by external sources.

It is understood in accepting this proposal that neither fees nor payment thereof is contingent upon the findings of the study. SP has no responsibility to update its report for events and circumstances occurring after the date of its report. Delayed invoice payments will result in delay of deliverables for the next portion of work.

If this contract and/or SP's work for the Client is terminated for any reason by either party, SP will be due fees based on hours and expenses expended during the duration of the contract up to the total amount of the contracted amount for scope work included in the contract. Hours will be billed at SP's hourly rate of \$250 and expenses will be billed at cost, less any prior payments received from Client.

For any scope of work requested by the Client or its representatives and completed by SP beyond the contracted scope of work, professional fees will be billed at SP's average hourly rate and may exceed the total amount of the contract amount. SP will notify the Client and its representatives if any work requested is outside the contracted scope of work.

The Client will indemnify and hold harmless SP, its managers, members, officers, agents and employees, and any persons retained in connection with the performance of the services described herein (individually referred to as an "Indemnified Person"), from and against any and all claims, damages, losses, liabilities, costs and expenses and disbursements incurred in connection with investigating, preparing to defend or defending any action, suit or proceeding commenced or threatened, or any claim whatsoever, or in appearing or preparing for appearance as a witness in any action, suit, proceeding or partial proceeding to which any Indemnified Person may become subject, directly or indirectly, arising out of, in connection with or based upon this engagement, the transactions contemplated hereby or any Indemnified Person's role in connection with any of the foregoing (collectively, the "Losses"), and will reimburse any Indemnified Person for all expenses (including reasonable counsel fees and expense) as they are incurred, including expenses incurred in connection therewith, whether or not such Indemnified is a party to any such action, suit or proceeding.

If this document meets with your approval, you can accept this letter and authorize us to proceed by signing the space below.



Authorization

Accepted By:

Name:

[Handwritten Signature]

Signature:

Dan Penatzer

Title:

Interim City Manager

Company:

City of Johnstown

Date:

7-20-21

Payments may be sent to:

David Stone
Stone Planning LLC
1432 N. Orleans
Chicago, IL 60610

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10438

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, APPOINTING THE CAMBRIA COUNTY TREASURER AS REAL ESTATE TAX COLLECTOR FOR THE CITY OF JOHNSTOWN, AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE(S) TO SIGN ALL DOCUMENTS AND TAKE ANY/ALL OTHER ACTIONS NECESSARY TO ENTER INTO AN AGREEMENT FOR THE COLLECTION OF REAL ESTATE TAXES.

WHEREAS, the Cambria County Treasurer has expressed a desire to serve as the Real Estate Tax Collector for the City of Johnstown; and

WHEREAS, the City Council of the City of Johnstown has determined that having the real estate tax collected by an agency within Cambria County will improve customer service to the taxpayers.

NOW, THEREFORE, BE IT RESOLVED, that the Cambria County Treasurer is hereby appointed the Real Estate Tax Collector for the City of Johnstown; and

BE IT FURTHER RESOLVED, that the Interim City Manager and/or his designee is hereby authorized and directed to enter into an Agreement with the Cambria County Treasurer for the collection of real estate taxes.

ADOPTED:

July 14, 2021

By the following Vote:

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

Nays: None (0)

Absent: Mr. Capriotti (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. **10438** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

AGREEMENT

THIS Agreement is made and entered into this _____ day of _____, 2021, by and between the **CITY OF JOHNSTOWN**, having administrative offices at City Hall, 401 Main Street, Johnstown, Pennsylvania 15901, hereinafter referred to as "City,"

A

N

D

COUNTY OF CAMBRIA, a political subdivision of the Commonwealth of Pennsylvania, having administrative offices at 200 South Center Street, Ebensburg Pennsylvania 15931 hereinafter referred to as "County."

BACKGROUND:

In accordance with Act 115 of 2011, amending the Act of May 25, 1945, (P.L. 1050, No. 394), City agrees to the appointment of County and the Office of County Treasurer as collector of real estate taxes for the City and County. County Treasurer agrees to accept the appointment to collect taxes and agrees to do so on the terms set forth herein.

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

1. **Appointment as Agent.** City appoints County and County Treasurer to act as agent and depository for City for the purpose of receiving and collecting all taxes levied upon real estate by City and County. County and County Treasurer accept the appointment as agent and depository and agree to use the best efforts to collect taxes and abide by the terms set forth herein.

2. **Term.** The term of this Agreement shall begin _____, and shall extend through _____. This Agreement shall automatically renew at the end of this term, unless terminated by either party.

3. **Collection and Payment Over.**

A. County Treasurer shall keep a correct account of all monies collected as taxes and, on or before Monday of each week, shall provide a true and verified statement, in writing, to the City, giving names of all persons and entities taxed, the amounts collected from each, the discounts granted and penalties applied, and the total amount of taxes received.

B. County, on or before Thursday of each week, shall pay over to the City all monies collected as taxes during the previous week on behalf of the City. Funds will be electronically wired directly to the financial account designated by the City.

C. County Treasurer, on or before the 15th day of each January, shall prepare a final and complete settlement of all taxes collected for the prior calendar year for review, certification, and submittal by the City and County and deliver a copy of same to the City.

D. County Treasurer shall perform administrative duties on behalf of the City in respect to the collection of real estate taxes, such as, but not limited to, issuance of tax certifications, database maintenance of taxable parcels, telephone and mail inquiry, etc. The duplicates of the City are open to inspection by the taxing district at any time. Retention and Disposition Schedule promulgated under the Municipal Records Act, 53 Pa.C.S.A. §1381, et seq. County Treasurer's Office will retain records based on the aforesaid Act on behalf of the City.

E. Certifications for real estate may be requested of County Treasurer, who will provide certification tax receipts in person, by mail, fax, and email, as requested. Charges for certification shall be as established by enactment of the City. The fee expected to be established at the initiation of this Agreement is \$10.00 per certification, but this may be modified by the City.

F. The Local Tax Collection Law requires the tax collector to furnish a receipt for all payments. Where payment is made by mail, a receipt is required only when the taxpayer encloses with the payment a self-addressed stamped envelope for the return of the receipt. County Treasurer's Office will furnish tax receipts by mail, when an envelope is provided by the taxpayer. Faxed and emailed copies will be provided by the County Treasurer to the taxpayer at no charge, on reasonable request of the taxpayer or his/her agent.

G. The property owner may make their payment by mail to the County Treasurer's Office, or they may deliver their payment in person to the Cambria County Courthouse. In addition, the taxpayer may make payment online using a credit or debit card through Value Payment Systems. A convenience fee of 2.75% for credit card payments, 1.20% for consumer debit cards, or 3.00% for corporate and international cards of the payment amount will be charged by Value Payment Systems, with a minimum convenience fee of \$3.95. An additional \$1.00 software service fee will be added to the convenience fee.

4. **Reimbursement for Expenses.** City shall reimburse County for one half of all costs associated with mailing; i.e., postage, envelopes, etc. City is responsible for 100% of printing costs associated with printing the tax bills.

5. **Compensation from the City.** Since the County, in cooperation with the County Treasurer, will be collecting real estate taxes owed to the City, City shall compensate County at a rate of \$3.157 per parcel for the first 2,500 parcels, with a minimum payment of \$550.00 per year. For every parcel over 2,500, City will compensate County at a rate of \$1.391 per parcel.

6. **Compliance with the Law.** The parties shall provide all tax collection services and otherwise comply with all applicable laws of the Commonwealth of Pennsylvania pertaining to the collection of taxes, including the Local Tax Collection Law, Act of May 25, 1945, P.L. 1050, 72 P.S. §5511.1, et seq.

7. **Surviving Responsibilities.** County Treasurer remains responsible, under the Local Tax Collection Law, to annually make final and complete settlement with the taxing districts, (City and County), for all taxes collected by County Treasurer. In this regard, County Treasurer agrees to make final and complete settlement with the taxing districts for all taxes collected on behalf of the taxing districts by County Treasurer. County shall supply bonds required by law on behalf of the tax collector.

8. **Authorization by City.** The parties acknowledge that the City's Council has authorized the appointment of the County and the County Treasurer to act as depository or agent for the collection of real estate taxes for the City and County on _____.

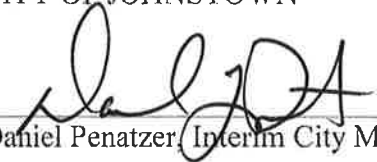
9. **Headings.** The headings preceding the paragraphs and sections of this Agreement are inserted for convenience only and shall have no effect in determining the rights or obligations of the parties.

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

ATTEST:



CITY OF JOHNSTOWN


Daniel Penatzer, Interim City Manager

ATTEST:

Michael Gelles, IV, Chief Clerk

COUNTY OF CAMBRIA

Thomas C. Chernisky, President

William J. Smith, Commissioner

Scott W. Hunt, Commissioner

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10439

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE(S) TO TAKE ANY/ALL ACTIONS NECESSARY TO AWARD A CONTRACT TO HALLSTROM-CLARK ELECTRIC, LLC FOR LIGHTING AT SARGENT'S STADIUM

WHEREAS, the City Council of the City of Johnstown, Pennsylvania has determined that it is necessary to replace the field lighting system at Sargent's Stadium; and

WHEREAS, the City sought proposals from industry professionals to undertake a project to install said new lighting.

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager and/or his designee is hereby authorized and directed to award a contract in the amount of \$526,000.00 Dollars to Hallstrom-Clark Electric, LLC for the replacement of the field lighting system at Sargent's Stadium.

ADOPTED:

July 14, 2021

By the following Vote:

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

Nays: None (0)

Absent: Mr. Capriotti (1)



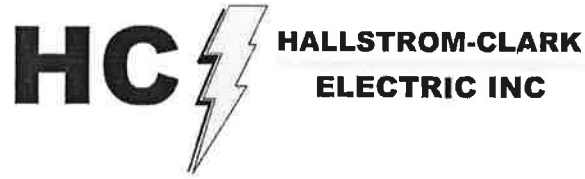
Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10439 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



BID AND SCOPE OF WORK

PROJECT: City of Johnstown Sargent's Stadium Lighting Project - VE

DATE: July 12, 2021

We have visited the site to review existing conditions.
We will furnish and install the required electrical per this scope letter for the bid price of Five hundred twenty-six thousand dollars, \$526,000.00.

Includes:

- Removal of the existing sports lights, ballast boxes and associated wiring.
- Musco Sports Lighting system.
- Raceways for Musco wiring harnesses as required.
- Required man lifts.
- Required rigging.
- Required traffic control.
- Building permit fee.

Qualifications:

- The RFP proposed project schedule cannot be met with current material delivery schedules. We will work with Musco to complete the project in the timeliest manner possible.

Not Included:

- **Showing lighting system, fixtures or associated controls.**
- PA Sales Tax on the Musco equipment. Assumed owner is a tax exempt entity with the State of PA and we will be provided with a tax exemption form for our use.
- Engineered stamped drawings.

Thank you for the opportunity to provide this proposal. Please call if you have any questions or concerns.

Respectfully submitted,

Eric Beckes
Hallstrom-Clark Electric, Inc.

39 South Franklin Street - DuBois, PA 15801 – Phone (814)375-6970

1333 Eisenhower Blvd - Johnstown, PA 15904 - Phone (814)446-2627