

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10460

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,
PENNSYLVANIA, APPROVING A FORTY (40%) PERCENT
HEALTHCARE OPT OUT PROVISION FOR ALL UNION AND
NON-UNION FULL-TIME EMPLOYEES.**

WHEREAS, the City Council of the City of Johnstown currently offers a flat amount to city employees who opt out of the City's employee healthcare plan, and

WHEREAS, City Council desires to encourage more employees that have access to healthcare insurance elsewhere to voluntarily opt out of the city-provided employee healthcare plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown hereby adopts the following measures and policies intended to encourage more employees to voluntarily opt out of city-provided healthcare.

1. A Memorandum of Agreement applicable to the 2021-2024 collective bargaining agreement with the Fraternal Order of Police providing for payment to an employee in the amount of forty (40%) percent of the premium saved by that employee opting out of the city-provided healthcare plan is hereby approved.
2. A Memorandum of Agreement applicable to the 2021-2023 collective bargaining agreement with AFSCME Council 83 providing for payment to an employee in the amount of forty (40%) percent of the premium saved by that employee opting out of the city-provided healthcare plan is hereby approved.
3. Payment to all IAFF and non-union full-time employees in the amount of forty (40%) percent of the premium saved by that employee opting out of the city-provided healthcare plan is hereby approved.

ADOPTED:

November 10, 2021

By the following Vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10460** as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**Memorandum of Agreement
Between
City of Johnstown
And
AFSCME Council 83, Local No. 630**

September 16, 2021

Whereas, the City and AFSCME Council 83, Local No. 630 are parties to a collective bargaining agreement covering the period January 1, 2021 through December 31, 2023; and

Whereas, the City has received an increase of 12% for hospitalization coverage from Highmark for the 2022 calendar year.

Whereas, Article XV, Section 1, paragraph (e) states "If the City receives a renewal for health insurance above the (6%) percent figure, the City will have the right to reopen the collective bargaining agreement at that point in time for the issues of wages and health insurance only."

Whereas, the City would like to eliminate the opt out clause which states "In the event that an employee opts out of the City provided health insurance plan and into coverage from another employer, the City will pay \$1,000.00 annually to any employee with Employee only coverage at the time the employee ceases coverage from the City. The City will pay \$2,000.00 annually to an employee who opts out of the City coverage and has coverage above the Employee Only level at that time."

Whereas, the City would like to add a new opt out clause which states "In the event that an employee opt out of the City provided health insurance plan and into coverage from another entity, the City will pay 40% of the health insurance premium that the City would have had to pay for his/her coverage to the employee. This payment will be made by the City to the employee in equal installments each pay to the employee. In other words, the total amount of the opt out payment to the employee will be divided by 26, and this amount will be paid to the employee every pay."

Whereas, the parties agree to this change. This will be implemented for the hospitalization coverage for the calendar year 2022.

City of Johnstown

AFSCME Council 83, Local 630

**Memorandum of Agreement
Between
City of Johnstown
And
Fraternal Order of Police
Flood City Lodge #86**

September 16, 2021

Whereas, the City and Fraternal Order of Police, Flood City Lodge #86 are parties to a collective bargaining agreement covering the period January 1, 2021 through December 31, 2024; and

Whereas, the City has received an increase of 12% for hospitalization coverage from Highmark for the 2022 calendar year.

Whereas, Article 3, Section 5, paragraph (6) states "If the City receives a renewal for health insurance above the (6%) percent figure, the City will have the right to reopen the collective bargaining agreement at that point in time for the issues of wages and health insurance only."

Whereas, the City would like to eliminate the opt out clause in Article 3, Section 5, paragraph (5) which states "In the event that a Police Officer opts out of the City provided health insurance plan and into coverage from another employer, the City will pay \$1,000.00 annually to any employee with Employee only coverage at the time the employee ceases coverage from the City. The City will pay \$2,000.00 annually to an employee who opts out of the City coverage and has coverage above the Employee Only level at that time."

Whereas, the City would like to add a new opt out clause which states "In the event that a Police Officer opts out of the City provided health insurance plan and into coverage from another entity, the City will pay 40% of the health insurance premium that the City would have had to pay for his/her coverage to the Officer. This payment will be made by the City to the employee in equal installments each pay to the employee. In other words, the total amount of the opt out payment to the employee will be divided by 26, and this amount will be paid to the employee every pay."

Whereas, the parties agree to this change. This will be implemented for the hospitalization coverage for the calendar year 2022.

City of Johnstown

Fraternal Order of Police, Flood City Lodge #86

**CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA**

RESOLUTION NO. 10461

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA, AFFIRMING THE ADOPTION OF PRIOR
RESOLUTIONS DURING 2021 THAT INCURRED EXPENDITURE
OF CITY FUNDS BUT IN WHICH AN APPROPRIATE BUDGET
LINE ITEM WAS OMITTED**

WHEREAS, Section 210.21 of the Administrative Code requires that all Resolutions approving contracts for the expenditure of City funds identify the budget line item from which funds will be appropriated; and

WHEREAS, on several occasions during 2021 Resolutions approving the expenditure of City funds were approved without identifying said budget line item; and

WHEREAS, City Council wishes to correct the inadvertent oversight and affirm its approval of said Resolutions.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown that the required budget line item to the following Resolutions is hereby added, and City Council hereby affirms its approval of all prior Resolutions listed herein.

<u>Res #</u>	<u>Date Adopted</u>	<u>Purpose</u>	<u>Amount</u>	<u>Line Item</u>
10424	May 12, 2021	Purchase of turf	\$421,733.75	18.457.37.349.00
10426	May 12, 2021	Purchase of property	\$ 15,000.00	01.175.00.000.00
10429	May 12, 2021	Maintenance of dump	\$197,034.00	24.431.02.341.00
10430	May 12, 2021	Purchase shade screens	\$ 24,140.00	18.458.37.393.00
10436	July 14, 2021	Demolition bid	\$144,650.00	04.609.29.290.20
10437	July 14, 2021	Facility planning	\$ 10,000.00	18.460.31.341.00
10439	July 14, 2021	Stadium lighting	\$526,000.00	18.457.37.157.00
10440	August 11, 2021	Vision support	\$ 20,000.00	01.405.31.000.00

ADOPTED

November 10, 2021

By the following Vote:

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

Mr. Arnone. (7)

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10461** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN

RESOLUTION NO. 10462

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN A CONTRACT WITH RITENOUR & SONS CONSTRUCTION COMPANY INC IN THE AMOUNT OF \$78,000.00 FOR CONTRACT FY 2021 PROJECT #3, CDBG STRUCTURE DEMOLITION PROGRAM TO DEMOLISH THREE (3) 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 2021-2022 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 seven bids from which were opened publicly on November 3, 2021 at 12:00 PM; and

WHEREAS, the bids were reviewed by DCED staff, with Ritenour & Sons Construction Company Inc., being identified as the low bona fide bidder with a bid amount of \$78,000.00.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the City Manager is authorized and directed to sign FY 2021 PROJECT #3 with Ritenour & Sons Construction Company, Inc. for the completion of demolishing three structures throughout the City of Johnstown in the amount of \$78,000.00 per bid on November 3, 2021 (04.609.29.290.20).

ADOPTED:

November 10, 2021

By the following Vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10462** as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



FY 2021 DEMOLITION AND SITE CLEARANCE PROJECT 3

TABLE OF CONTENTS

- A. INTRODUCTION**
- B. INVITATION TO BIDDERS**
- C. ADVERTISEMENT FOR BIDS**
- D. INSTRUCTIONS TO BIDDERS**
- E. SPECIAL CONDITIONS**
- F. CITY MAP WITH SITE LOCATIONS**
- G. TECHNICAL SPECIFICATIONS**
- H. BID PROPOSAL FORM**
- I. NON-COLLUSION AFFIDAVIT**
- J. BID BOND**
- K. STATEMENT OF BIDDERS QUALIFICATIONS**
- L. SAMPLE CONTRACT**

A. INTRODUCTION –

The City of Johnstown, PA has issued an Invitation to Bidders and Advertised for BIDS for demolition and site clearance work for three (3) properties for demolition located in the City of Johnstown.

A list of these three (3) 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, November 3, 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: October 13, 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 – Project 3 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, November 3, 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, November 3, 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 three (3) commercial 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 of business prior to the time fixed for bid opening; provided, that written confirmation of any faxed withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACTS

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

the bidder is bidding to buy salvage), the highest responsible bidder complying with the conditions of the Instructions to Bidders provided it is to the interest of the City of Johnstown to accept it.

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

14. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

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

received through re-advertising, the defaulting bidder hereby waives any and all claims or causes of action it may have against the City of Johnstown arising from the bid/award process including, but not limited to, any rights it may have to a refund of any monies from the City of Johnstown for or relating to this Agreement, or the bidding process.

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

15. WAGES AND SALARIES

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

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 (5) days after the receipt of Notice to Proceed and shall be fully completed by December 31, 2021. Work not completed by this deadline 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 #
600 Maple Avenue	2 story brick commercial structure	81-018.-234.001
209 Market Street	2 story brick commercial structure	71-001.-423.000
231-241 Boyer Street	2 story 6 unit multi-family wood structure with stone foundation	91-004.-100.000

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 Mike Calpin at 814-341-4779 from GJWA.
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.
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 tapped 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: _____

Signature: _____

Title: _____ Date: _____

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 _____ Dollars (\$_____), 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 _____ Dollars (\$_____), 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: _____

SOCIAL SECURITY NUMBER: _____

ADDRESS, INCLUDING ZIP CODE: _____

NAME: _____

SOCIAL SECURITY NUMBER: _____

ADDRESS, INCLUDING ZIP CODE: _____

7. CERTIFICATE OF NONSEGREGATED FACILITIES:

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

Date: _____, 20__

FEIN: _____ (Name of Company) _____

By: _____ Title: _____

Official Address Including Zip Code: _____

**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 #
600 Maple Avenue	2 story brick commercial structure	81-018.-234.001
209 Market Street	2 story brick commercial structure	71-001.-423.000
231-241 Boyer Street	2 story 6 unit multi-family wood structure with stone foundation	91-004.-100.000

State of _____ }
 _____ } ss.
 County of _____ }

_____, being first duly sworn,
deposes and says that:

1. He is the _____, (owner, partner, officer, representative or agent) of _____, 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): _____

Title: _____

Subscribed and sworn to before me this _____ day of
(Notary Signature) _____
My Commission Expires: _____

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:**

- 2. PERMANENT MAIN OFFICE ADDRESS:**

- 3. WHEN ORGANIZED:**

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

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

- 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:**

- 8. HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? IF SO, WHERE AND WHY?**

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

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

11. **LIST YOUR MAJOR EQUIPMENT:**

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

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

14. **CREDIT AVAILABLE: \$ _____**

15. **GIVE BANK REFERENCE:**

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:**

(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.

**SAMPLE AGREEMENT FOR
DEMOLITION AND SITE CLEARANCE**

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

**A
N
D**

_____;

() A Corporation duly incorporated and conducting business under the laws of the Commonwealth of Pennsylvania and having its principal place of business at _____; 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 \$_____.
- 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 November 11, 2021.
- B. The work on the above site shall be fully completed by December 31, 2021.

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:

CONTRACTOR:

Secretary

By: _____
Contractor

Title: _____

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
600 Maple Avenue	2 story brick commercial structure	81-018.-234.001	
209 Market Street	2 story brick commercial structure	71-001.-423.000	
231-241 Boyer Street	2 story 6 unit multi-family wood structure with stone foundation	91-004.-100.000	

CITY OF JOHNSTOWN

RESOLUTION NO. 10463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN A CONTRACT WITH LOCHER DEMOLITION AND EXCAVATING LLC IN THE AMOUNT OF \$96,775.00 FOR CONTRACT FY 2021 PROJECT #2, CDBG STRUCTURE DEMOLITION PROGRAM TO DEMOLISH THIRTEEN (13) 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 2021-2022 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 seven bids from which were opened publicly on November 3, 2021 at 12:00 PM; and

WHEREAS, the bids were reviewed by DCED staff, with Locher Demolition and Excavating LLC being identified as the low bona fide bidder with a bid amount of \$96,775.00.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the City Manager is authorized and directed to sign FY 2021 PROJECT #2 with Locher Demolition and Excavating LLC for the completion of demolishing thirteen structures throughout the City of Johnstown in the amount of \$96,775.00 per bid on November 3, 2021 (04.609.29.290.20).

ADOPTED:

November 10, 2021

By the following Vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10463 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



FY 2021 DEMOLITION AND SITE CLEARANCE PROJECT 2

TABLE OF CONTENTS

- A. INTRODUCTION
- B. INVITATION TO BIDDERS
- C. ADVERTISEMENT FOR BIDS
- D. INSTRUCTIONS TO BIDDERS
- E. SPECIAL CONDITIONS
- F. CITY MAP WITH SITE LOCATIONS
- G. TECHNICAL SPECIFICATIONS
- H. BID PROPOSAL FORM
- I. NON-COLLUSION AFFIDAVIT
- J. BID BOND
- K. STATEMENT OF BIDDERS QUALIFICATIONS
- L. SAMPLE CONTRACT

A. INTRODUCTION –

The City of Johnstown, PA has issued an Invitation to Bidders and Advertised for BIDS for demolition and site clearance work for fourteen (14) properties for demolition located in the City of Johnstown.

A list of these fourteen (14) 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, November 3, 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: October 13, 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.
- 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, November 3, 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, and is not responsible for costs incurred by proposal teams for the creation and submission of their proposal.

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, November 3, 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 fourteen (14) 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 faxed 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 that can complete all 14 demolitions by December 31, 2021 and complies 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: and
- (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.

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 (5) days after the receipt of Notice to Proceed and shall be fully completed by December 31, 2021. Work not completed within this timeframe may be subject to a \$500.00 a day fine until all contracted work is completed. If the contractor feels that they cannot complete all demolition work by the December 31, 2021 they should disclose to the City how many and which demolitions they feel they could complete by this deadline.

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 #
307 Morrell Place	2 story brick structure with stone foundation	71-005.-413.001
347 Cooper Avenue	2 story wood structure with block foundation with garage	91-005.-206.000
112-114 Bheam Avenue	2 story duplex wood structure with block foundation	89-009.-203.000
743 Central Avenue	2 story wood structure with stone foundation with garage	87-002.-108.000
1106 Cottage Place	2 story single family wood structure with insulbrick siding with detached garage	80-004.-111.000
629 Sherman Street	2 story family wood structure with stone foundation with structure in back	76-003.-215.000
631 Sherman Street	2 story family wood structure with stone foundation with structure in back	76-003.-217.000
404-406 Forest Avenue	2 story family wood structure with stone foundation with garage	87-026.-313.000
730 Thomas Avenue	2 story wood structure with stone foundation	76-004.-108.000
617-619 Robb Avenue	2 story duplex wood structure with stone foundation with structure in back	76-003.-260.000
1092-1094 Solomon Street	2 story duplex wood structure with stone foundation with garage	87-053.-106.000
249 Sell Street	2 story wood structure with block foundation	78-038.-110.000
464 Decker Avenue	2 story wood structure with stone foundation with brick garage	90-012.-409.000
153-155 Barron Avenue	2 story duplex wood structure with stone foundation	88-007.-141.000

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 Mike Calpin from the GJWA at 814-341-4779.
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.
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 tapped 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: _____

Signature: _____

Title: _____ Date: _____

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 _____ Dollars (\$ _____), 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 _____ Dollars (\$ _____), 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: _____

SOCIAL SECURITY NUMBER: _____

ADDRESS, INCLUDING ZIP CODE: _____

NAME: _____

SOCIAL SECURITY NUMBER: _____

ADDRESS, INCLUDING ZIP CODE: _____

7. CERTIFICATE OF NONSEGREGATED FACILITIES:

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

Date: _____, 20__

FEIN: _____ (Name of Company) _____

By: _____ Title: _____

Official Address Including Zip Code: _____

**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 #
307 Morrell Place	2 story brick structure with stone foundation	71-005.-413.001
347 Cooper Avenue	2 story wood structure with block foundation with garage	91-005.-206.000
112-114 Bheam Avenue	2 story duplex wood structure with block foundation	89-009.-203.000
743 Central Avenue	2 story wood structure with stone foundation with garage	87-002.-108.000
1106 Cottage Place	2 story single family wood structure with insulbrick siding with detached garage	80-004.-111.000
629 Sherman Street	2 story family wood structure with stone foundation with structure in back	76-003.-215.000
631 Sherman Street	2 story family wood structure with stone foundation with structure in back	76-003.-217.000
404-406 Forest Avenue	2 story family wood structure with stone foundation with garage	87-026.-313.000
730 Thomas Avenue	2 story wood structure with stone foundation	76-004.-108.000
617-619 Robb Avenue	2 story duplex wood structure with stone foundation with structure in back	76-003.-260.000
1092-1094 Solomon Street	2 story duplex wood structure with stone foundation with garage	87-053.-106.000
249 Sell Street	2 story wood structure with block foundation	78-038.-110.000
464 Decker Avenue	2 story wood structure with stone foundation with brick garage	90-012.-409.000
153-155 Barron Avenue	2 story duplex wood structure with stone foundation	88-007.-141.000

State of _____ }
County of _____ } ss.

_____, being first duly sworn,
deposes and says that:

1. He is the _____, (owner, partner, officer, representative or agent) of _____, 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): _____

Title: _____

Subscribed and sworn to before me this _____ day of
(Notary Signature) _____
My Commission Expires: _____

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:**

- 2. PERMANENT MAIN OFFICE ADDRESS:**

- 3. WHEN ORGANIZED:**

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

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

- 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:**

- 8. HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? IF SO, WHERE AND WHY?**

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

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

11. **LIST YOUR MAJOR EQUIPMENT:**

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

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

14. **CREDIT AVAILABLE: \$ _____**

15. **GIVE BANK REFERENCE:**

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:**

(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.

**SAMPLE AGREEMENT FOR
DEMOLITION AND SITE CLEARANCE**

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

**A
N
D**

() A Corporation duly incorporated and conducting business under the laws of the Commonwealth of Pennsylvania and having its principal place of business at _____; 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 \$_____.
- 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 November 11, 2021.
- B. The work on the above site shall be fully completed by December 31, 2021.

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:

CONTRACTOR:

Secretary

By: _____
Contractor

Title: _____

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
307 Morrell Place	2 story brick structure with stone foundation	71-005.-413.001	
347 Cooper Avenue	2 story wood structure with block foundation with garage	91-005.-206.000	
112-114 Bheam Avenue	2 story duplex wood structure with block foundation	89-009.-203.000	
743 Central Avenue	2 story wood structure with stone foundation with garage	87-002.-108.000	
1106 Cottage Place	2 story single family wood structure with insulbrick siding with detached garage	80-004.-111.000	
629 Sherman Street	2 story family wood structure with stone foundation with structure in back	76-003.-215.000	
631 Sherman Street	2 story family wood structure with stone foundation with structure in back	76-003.-217.000	
404-406 Forest Avenue	2 story family wood structure with stone foundation with garage	87-026.-313.000	
730 Thomas Avenue	2 story wood structure with stone foundation	76-004.-108.000	
617-619 Robb Avenue	2 story duplex wood structure with stone foundation with structure in back	76-003.-260.000	
1092-1094 Solomon Street	2 story duplex wood structure with stone foundation with garage	87-053.-106.000	
249 Sell Street	2 story wood structure with block foundation	78-038.-110.000	
464 Decker Avenue	2 story wood structure with stone foundation with brick garage	90-012.-409.000	
153-155 Barron Avenue	2 story duplex wood structure with stone foundation	88-007.-141.000	

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10464**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA DESIGNATING THE ASSISTANT CITY MANAGER AS THE CITY'S OPEN RECORDS OFFICER UNDER PROVISIONS AND MANDATES OF THE COMMONWEALTH OF PENNSYLVANIA'S RIGHT-TO-KNOW LAW, EFFECTIVE JANUARY 1, 2022.

WHEREAS, the Commonwealth of Pennsylvania's Legislative Assembly has passed "Act 1 of 2007" known as the "Right-To-Know Law", effective January 1, 2009; and

WHEREAS, under provisions contained in the "Act," the City of Johnstown is defined as the "Local Agency"; and

WHEREAS, the "Act" stipulates that the "Local Agency" shall designate an official or employee to act as the Open Records Officer; and

WHEREAS, the Open Records Officer shall receive requests submitted to the City of Johnstown under this Act.

NOW THEREFORE BE IT RESOLVED that the City of Johnstown City Council hereby designates the Assistant City Manager as the City of Johnstown's Right-To-Know Officer, effective January 1, 2022, and under provisions and requirements of "Act 1 of 2007" also known as the Commonwealth of Pennsylvania's Right-To-Know Law, and that the required notification be forwarded to the Commonwealth's Office of Open Records.

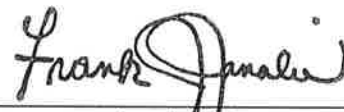
ADOPTED:

November 10, 2021

By the following Vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10464 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA**

RESOLUTION NO. 10465

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY,
PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR
HIS DESIGNEE TO ENTER INTO AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE AN
AMENDMENT TO AN AGREEMENT DATED NOVEMBER 9, 2020 WITH THE CAMBRIA
COUNTY TRANSIT AUTHORITY, INCLINED PLANE, INC., AND THE CONEMAUGH VALLEY
CONSERVANCY PROVIDING FOR MORE EXTENSIVE PARK FEATURES, ALLOWING FOR
THIRD PARTY CONTRACTS, AND PERMITTING CONCESSIONS AND OTHER SERVICES AT
INCLINED PLANE RIVERSIDE PARK**

WHEREAS, the City of Johnstown (“the City”), a third Class City under the Third Class Cities Code of Pennsylvania; the Cambria County Transit Authority (“CamTran”), established by Cambria County, Pennsylvania, to manage public transportation services in and around Cambria County, Pennsylvania; Inclined Plane, Inc., a Non-Profit Corporation in the Commonwealth of Pennsylvania (“Inclined Plane”); and Conemaugh Valley Conservancy, Inc., (“CVC”), a not-for-profit 501(c)(3) incorporated in the Commonwealth of Pennsylvania, collectively “the Parties,” entered into a Memorandum of Agreement dated November 9, 2020 to jointly develop the Inclined Plane Riverside Park; and

WHEREAS, CVC wishes to undertake additional recreation development within the planned park.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to execute on behalf of the City of Johnstown and take all actions necessary to effectuate an Amendment to the Memorandum of Agreement dated November 9, 2020 between the City of Johnstown; the Cambria County Transit Authority; Inclined Plane, Inc.; and Conemaugh Valley Conservancy, Inc. for the purposes of providing for more extensive park features, allowing for third party contracts and permitting concessions and other services.

ADOPTED:

November 10, 2021

By the following Vote:

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

Nays: None (0)

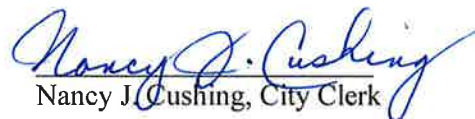
Abstain: Mr. Vitovich (1)



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. **10465** as the same by the City Council of the City of Johnstown, Pennsylvania



Nancy J. Cushing, City Clerk

Amendment to the Memorandum of Agreement between Cambria County Transit Authority, Inclined Plane, Inc., the City of Johnstown, and Conemaugh Valley Conservancy

The Memorandum of Agreement ("Original Agreement") entered into on November 9, 2020, by 1) the City of Johnstown ("the City"), a third Class City under the Third Class Cities Code of Pennsylvania; 2) Cambria County Transit Authority ("CamTran"), established by Cambria County, Pennsylvania, to manage public transportation services in and around Cambria County, Pennsylvania; 3) Inclined Plane, Inc., a Non-Profit Corporation in the Commonwealth of Pennsylvania ("Inclined Plane"), and 4) Conemaugh Valley Conservancy, Inc., ("CVC"), a not-for-profit 501(c)(3) incorporated in the Commonwealth of Pennsylvania, collectively "the Parties," is hereby amended as follows. All conditions of the Original Agreement shall remain in place.

Whereas the Parties are collaborating to develop Inclined Plane Riverside Park ("the Park") on the hillside surrounding the Johnstown Inclined Plane, known historically as the Johnstown Inclined Railway ("the Incline"), as a means of revitalizing Johnstown as an outdoor-recreation destination that benefits the city economically and benefits CamTran by increasing ridership on the Incline.

Whereas CVC wishes to undertake additional recreation development on the hillside surrounding the Inclined Plane, with these developments being made on lands owned by the City of Johnstown on parcels identified on Cambria County Tax Maps as parcels 72-007.-101.000 and 75-006.-101.000.

Now therefore, in consideration of the foregoing premises and recitals of this Amended Agreement and the Original Agreement, which are incorporated herein, and the following terms and conditions, the Parties, intending to be legally bound hereby, do covenant and agree as follows:

1. That CVC may plan, develop, operate and maintain additional trails and/or park features on the parcels identified above provided that the City Manager may first review and approve any such plans. CVC's right to develop such recreational amenities does not preclude other organizations from making other recreational developments provided that such developments also are approved by the City Manager and do not interfere directly with recreational features developed by CVC
2. That CVC may enter into a contract(s) with another party or parties to plan, develop, operate and maintain a zip line and an adventure park on said parcels provided that the City Manager may first review and approve any such contracts and any amendments thereto. Said contracts shall address key issues including but not limited to insurance requirements, safety and revenue sharing.
3. That CVC may develop, operate and maintain concessions, and CVC may enter into contracts with another party or parties to develop, operate and maintain concessions, which concession include but not limited to kayak, paddleboat or bicycle rentals, on said parcels, provided that the City Manager may first review and approve any such contracts and any amendments thereto.

4. That CamTran shall be afforded opportunities to review and comment on any contracts that may be developed under Sections 2 and/or 3 above, and that CamTran may become part of any such contracts if CamTran agrees to provide rides on the Inclined Plane at specific rates or cooperate in other manners.
5. That this Agreement may be canceled by the City and/or CamTran if CVC fails to provide proper maintenance and insurance as required under the Original Agreement.

This Amended Agreement is binding upon and inures to the benefit of the parties and their respective heirs, successors, and assigns.

Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms and conditions of the Agreement unless stated to be such in writing and signed by an authorized representative of the Parties.

Force Majeure. Neither party shall be responsible for nonperformance, or delay in performance, of obligations set forth in the Agreement due to causes beyond its reasonable control.

Notice. All notices required or permitted under this Agreement shall be in writing and deemed to have been sufficiently given for all purposes in the Agreement when mailed by registered or certified mail, postage prepaid, return receipt requested, to the following:

For the City of Johnstown:
City Manager
401 Main Street
Johnstown PA 15901

For Cambria County Transit Authority
Executive Director
502 Maple Avenue
Johnstown PA 15901

For Inclined Plane, Inc.
Executive Director
502 Maple Avenue
Johnstown PA 15901

For Conemaugh Valley Conservancy
President of the Board of Directors
PO Box 218
Johnstown, PA 15907-0218

Agreed to this _____ day of _____, 2020.

For the City of Johnstown

Witness

Attest:

City Manager/Mayor

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CAMBRIA:

ON THIS DAY _____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Print Name: _____, Notary Public

For Conemaugh Valley Conservancy, Inc.

Witness

Attest:

CVC President

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CAMBRIA:

ON THIS DAY _____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Print Name: _____, Notary Public

For Cambria County Transit Authority

Witness

Attest:

_____ CamTran Board President

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CAMBRIA:

ON THIS DAY _____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Print Name: _____, Notary Public

For Inclined Plane, Inc.

Witness

Attest:

_____ Inclined Plane, Inc., Board President

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CAMBRIA:

ON THIS DAY _____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Print Name: _____, Notary Public

Memorandum of Agreement between Cambria County Transit Authority, Inclined Plane, Inc., the City of Johnstown and Conemaugh Valley Conservancy

This Memorandum of Agreement ("Agreement") is made between the City of Johnstown ("the City"), a third Class City under the Third Class Cities Code of Pennsylvania; Cambria County Transit Authority ("CamTran"), established by Cambria County, Pennsylvania, to manage public transportation services in and around Cambria County, Pennsylvania; Inclined Plane, Inc., a Non-Profit Corporation in the Commonwealth of Pennsylvania ("Inclined Plane"), and Conemaugh Valley Conservancy, Inc., ("CVC"), a not-for-profit 501(c)(3) incorporated in the Commonwealth of Pennsylvania, collectively "the Parties."

Whereas the Parties are collaborating to develop Inclined Plane Riverside Park ("the Park") on the hillside surrounding the Johnstown Inclined Plane, known historically as the Johnstown Inclined Railway ("the Incline"), as a means of revitalizing Johnstown as an outdoor-recreation destination that benefits the city economically and benefits CamTran by increasing ridership on the Incline.

Whereas CVC has created a Park Plan and intends to develop, operate, maintain and promote the Park as a public recreational asset for the region according to the Park Plan, which is attached and incorporated herein as Appendix A.

Whereas the City has received a grant from the Pennsylvania Department of Conservation and Natural Resources (DCNR) for development of Phase I of the Park, which grant requires that the city retain control of the land and maintain the improvements made with DCNR funds over the life span of the improvements with the grant, a life span defined as twenty-five (25) years.

Whereas CVC has obtained funding for planning and design of some of the work envisioned in the Phase I of the Park.

Whereas each Party owns some of the land where the Park is envisioned, which parcels are identified on the Map which is Appendix B to this Agreement and are described below and:

- The City owns two parcels totaling approximately 84.5 acres which are identified on Cambria County Tax Maps as parcels 72-007.-101.000 and 75-006.-101.000.
- CamTran owns a parcel of land totaling approximately 3 acres on which the Incline and a restaurant, visitors' center and overlook are situated, which parcel is identified on Cambria County Tax Maps as parcel 66-110.-102.000 and is operated by the Inclined Plane.
- CVC owns approximately 0.94 acres between the Stonycreek River, the City acreage and CamTran's property, which parcel is central to the planned Park and identified on Cambria County Tax Maps as parcel 75-006.-100.00.

Whereas the City by virtue of requirements of the DCNR grant, and the Parties under general principals intend that all activities, as much as reasonably attainable, should comply with provisions of the Americans with Disabilities Act (ADA).

Whereas, as part of the effort to create ADA access around the Incline's Lower Station to the Park, the Pennsylvania Department of Transportation (PennDOT) must approve any modifications to the bridge over the Stonycreek River to the Incline, which Bridge is owned by PennDOT ("the Bridge"), and the Pennsylvania Historical and Museum Commission (PHMC) must approve any modifications to the

Incline and the Bridge, both of which are National Historic Landmarks subject to the National Historic Preservation Act.

Now therefore, in consideration of the foregoing premises and recitals, which are incorporated herein, and the following terms and conditions, the Parties, intending to be legally bound hereby, do covenant and agree as follows:

1. That the Parties shall cooperate in completing the planning now being done with CVC funds to assure that the planning is appropriately incorporated into the construction to follow with the City's DCNR grant and related funding.
2. That CamTran, in addition to PHMC and PennDOT, shall be afforded the opportunity to review and approve any modifications to be made to the Incline's Lower Station and the Bridge.
3. That, in order to address provisions of the DCNR grant, CamTran and Inclined Plane shall enter into a Lease Agreement to the City for 25 years for a portion of its parcel 66-110.-102.000 that extends parallel to the edge of the Inclined Plane Railway in a generally eastward direction across the existing trail; makes a turn of 90 degrees and heads in a generally southerly direction for approximately 70 feet to Parcel # 75-006.-101.000 owned by Conemaugh Valley Conservancy; makes an approximately 90-degree turn and heads in a generally westerly direction approximately 135 feet to the Stonycreek River; makes a turn of approximately 90 degrees and follows the edge of the Stonycreek River for approximately 68 feet; and makes a turn of slightly more than 90 degrees and runs parallel to the edge of the Inclined Railway as noted above and as shown on Appendix C.
4. That CamTran and Inclined Plane, after the expiration of this 25-year lease, shall allow the continued public use of the ADA ramp and connected walkway and trail on the portion of parcel 66-110.-102.000 described above and shown on Appendix C as long as the City and/or CVC or their heirs, successors and assigns shall maintain and insure the Park.
5. That, in order to address provisions of the DCNR grant, CVC shall enter into a Lease Agreement to the City for the 0.94-acre parcel identified on Cambria County Tax Maps as 75-006.-100.000 for the term of 25 years or less if agreed to by DCNR and the City.
6. That formal lease agreements shall be executed that detail indemnification and maintenance responsibilities as separate documents, which Leases are attached hereto as Appendices D and E and incorporated as part of this Agreement.
7. That CamTran and Inclined Plane shall allow CVC and/or the City, their heirs, successors and assigns to contract with reputable companies for design, engineering and/or construction of the modifications to the Incline, the Bridge and the hillside to complete the development of the ADA access and related modifications made with the DNCR grant and related funding as appropriately reviewed and approved by the Parties, PHMC and PennDOT, and to contract for future design, engineering and contracting of maintenance on the ADA ramp and the walkway or trail from the ramp on the section of CamTran's land that is being leased to the City.
8. That, should CVC provide matching funds or services for a City grant or grants, or if the City should provide matching funds or services for a CVC grant, then each party shall supply the other party with properly executed vouchers, invoices, canceled checks, and other records detailing the nature and propriety of the charge(s).

9. That at the conclusion of the 25-year term of this Agreement, or sooner if agreed to by DCNR and the City, the City shall convey to CVC the two City parcels identified as parcels on Cambria County Tax Maps as 72-007.-101.000 and 75-006.-100.000 for the sum of \$200.00 each; provided that CVC shall continue to maintain and operate the park for public recreation and provided further that said parcels shall revert to the City should CVC fail to provide proper maintenance and insurance as required by this Agreement.
10. That this Agreement may be canceled by the City and/or CamTran if CVC fails to provide proper maintenance and insurance as required by the Lease Agreement.

This agreement is binding upon and inures to the benefit of the parties and their respective heirs, successors, and assigns.

Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms and conditions of the Agreement unless stated to be such in writing and signed by an authorized representative of the Parties.

Force Majeure. Neither party shall be responsible for nonperformance, or delay in performance, of obligations set forth in the Agreement due to causes beyond its reasonable control.

Notice. All notices required or permitted under this Agreement shall be in writing and deemed to have been sufficiently given for all purposes in the Agreement when mailed by registered or certified mail, postage prepaid, return receipt requested, to the following:

For the City of Johnstown:
City Manager
401 Main Street
Johnstown PA 15901

For Cambria County Transit Authority
Executive Director
502 Maple Avenue
Johnstown PA 15901

For Inclined Plane, Inc.
Executive Director
502 Maple Avenue
Johnstown PA 15901

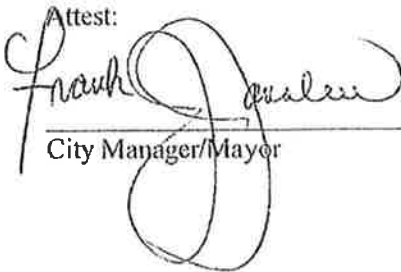
For Conemaugh Valley Conservancy
President of the Board of Directors
PO Box 218
Johnstown, PA 15907-0218

Agreed to this 9th day of November, 2020.

For the City of Johnstown

Witness



Attest:

City Manager/Mayor

For Cambria County Transit Authority

Witness

Rose M. Jucay-Nell

Attest:


CamTran Board Chairman

For Inclined Plane, Inc.

Witness

Rose M. Jucay-Nell


Attest:


Inclined Plane, Inc., Board Chairman

For Conemaugh Valley Conservancy, Inc.

Witness



Attest:

CVC President

Appendix D, Lease Agreement

This Lease Agreement is made and entered into this 9th day of November 2020, by and between the Cambria County Transit Authority ("CamTran") and Inclined Plane, Inc., both with offices at 502 Maple Ave, Johnstown, PA, 15901, (hereinafter referred to as "Owners"); the City of Johnstown, having an address of 401 Main Street, Johnstown, Pennsylvania, 15901 (hereinafter called "Tenant"); and Conemaugh Valley Conservancy, Inc., ("CVC"), (hereinafter referred to as "Operating Partner"), collectively "the Parties."

WHEREAS, the Owners are the legal owner of a parcel of land totaling approximately three (3) acres on which the Johnstown Inclined Railway and a restaurant, visitors' center and overlook are situated, which parcel is identified on Cambria County Tax Maps as parcel 66-110.-102.000 with an address of 709 Edgehill Dr., Johnstown, PA 15905.

WHEREAS the Tenant has received a grant from the Pennsylvania Department of Conservation and Natural Resources (DCNR) for development of Phase I of Inclined Plane Riverside Park ("the Park"), which grant includes an ADA-compliant access ramp from the Inclined Plane Bridge and requires that the city retain control of the land and maintain the improvements made with DCNR funds over the life span of the improvements with the grant, a life span defined as twenty-five (25) years.

WHEREAS, the Owners wish to enter into an Agreement with Tenant for the lease for 25 years of a portion of its parcel 66-110.-102.000 where the ADA access ramp and paved walkway are to be built, as shown in Appendix C.

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

1. Basic Agreement Provision

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

- 1.1 Premises - A portion of parcel number 66-110.-102.000 that extends parallel to the edge of the Inclined Plane Railway in a generally eastward direction across the existing trail; makes a turn of 90 degrees and heads in a generally southerly direction for approximately 70 feet to Parcel # 75-006.-101.000 owned by Conemaugh Valley Conservancy; makes an approximately 90-degree turn and heads in a generally westerly direction approximately 135 feet to the Stonycreek River; makes a turn of approximately 90 degrees and follows the edge of the Stonycreek River for approximately 68 feet; and makes a turn of slightly more than 90 degrees and runs parallel to the edge of the Inclined Railway as noted above and as shown on Appendix C. Having a street address of 709 Edgehill Dr., Johnstown, PA 15905.
- 1.2 That Owners, after the expiration of this 25-year lease, shall allow the continued public use of the ADA ramp and connected walkway or trail on the portion of parcel 66-110.-102.000 described above and shown on Appendices B and C as long as the City and/or CVC or their heirs, successors and assigns shall maintain and insure the Park.

- 1.3 Insurance - That the Operating Partner shall provide insurance for any improvements constructed in the Park, with said insurance listing the City, CamTran and Inclined Plane as co-insured. Such insurance shall be comprehensive in nature with coverage in the amount of \$1,000,000.00 with an umbrella coverage for \$3,000,000.00 for a total coverage amount of coverage for \$4,000,000. The City reserves the right to request additional insurance on an as needed basis for activities and events in the future.
- 1.4 Rent - Tenant shall pay the **Owners** an annual rental of **One (\$1.00)** dollars payable in advance on the **first (1st)** day of each year throughout the term of this Agreement. Rent payments must be delivered to 502 Maple Ave, Johnstown, PA 15901.
- 1.5 Term - The initial term of this lease shall be for a period of twenty-five (25) years commencing on the 9th day of November, 2020 and ending on the 8th day of November, 2045. The parties agree that the Tenant shall have the opportunity to renegotiate or renew this Agreement, provided that no default has occurred, and Tenant provides the Owners with written notice of its intent to exercise this option on or before three months prior to the end of the term of the lease.

2. Premises and Access

- 2.1 Premises. The Owners hereby lease to the Tenant and the Tenant hereby leases from the Owners, subject to the terms and conditions of this Agreement, the Premises as described in Section 1.1 together with improvements thereon.
- 2.2 Access. Tenant and Operating Partner agree to permit the Owners or their duly authorized agents to enter the Premises at all reasonable hours with reasonable prior notice except in the case of emergency to conduct inspections which the Owners shall deem necessary for the safety, preservation or improvement of the Premises, or to make repairs to the Johnstown Inclined Railway provided that Owners shall make all reasonable efforts to leave the new ADA Ramp and any walkway or trail improvements developed undamaged or to replace or repair any such damage.
- 2.3 Access. Operating Partner shall have access for all maintenance, repairs or improvements to the Premises or the Park as necessary to ensure the proper upkeep and safe pedestrian access during normal operating hours.
- 2.4 Access. Owners or Operating Partner shall have the right to close the access ramp when the Inclined Plane is not in operation, during inclement weather or when other circumstances may result in unsafe conditions.
- 2.5 Except as otherwise limited by this Agreement, the parties agree to defend, release, indemnify, and hold harmless each other, their successors and assigns, and officers, Board of Directors, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, cause of action, suits or any other rights that may inure to each other occurring on the Premises as defined and as a result of and/or in relation to the performance of this agreement and any use thereof of the Premises addressed by this, including any and

all expense, legal or otherwise, incurred by the indemnified party in the defense of any such claim or the enforcement of this Agreement. Provided, however, that the party being sued shall promptly give notice to each other party and provide information as one party may reasonably request to defend such claim, demand, or suit. The parties shall be responsible for their own costs, expenses, and reasonable attorneys' fees that may be incurred or paid regarding enforcing the covenants and conditions of this Lease, whether incurred as a result of litigation or otherwise.

3. Notice

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent certified mail to the addresses listed below:

Tenant's Address:

City Manager's Office
401 Main Street
Johnstown PA 15901

Owners' Address:

Cambria County Transit Authority and Inclined Plane, Inc.
502 Maple Ave.
Johnstown PA 15901

Operating Partner's Address:

Conemaugh Valley Conservancy, Inc.
PO Box 218
Johnstown, PA 15907-0218

4. Entire Agreement

This Agreement contains the entire agreement between the parties.

5. Governing Law

This Agreement contains the entire agreement between the parties.

6. Governing Law

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

7. Amendments

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

Agreed to this 7 day of November, 2020.

For the City of Johnstown

Witness




Attest:



City Manager/Mayor

For Cambria County Transit Authority

Witness



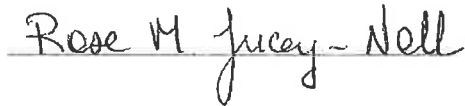
Attest:



Cambria Board Chairman

For Inclined Plane, Inc.

Witness



Attest:




Inclined Plane, Inc., Board Chairman

For Conemaugh Valley Conservancy, Inc.

Witness



Attest:



CVC President

**Appendix E, Lease Agreement, City of Johnstown
and Conemaugh Valley Conservancy**

This Lease Agreement is made and entered into this 9th day of November 2020, by and between the Conemaugh Valley Conservancy, Inc. ("CVC"), having of address at P.O. Box 218, Johnstown, PA 15907 (hereinafter referred to as "Owners"), and the City of Johnstown, having an address of 401 Main Street, Johnstown, Pennsylvania, 15901 (hereinafter called "Tenant"), collectively "the Parties."

WHEREAS the Tenant has received a grant from the Pennsylvania Department of Conservation and Natural Resources (DCNR) for development of Phase I of Inclined Plane Riverside Park ("the Park"), which grant includes an ADA-compliant access ramp from the Inclined Plane and requires that the city retain control of the land and maintain the improvements made with DCNR funds over the life span of the improvements with the grant, a life span defined as twenty-five (25) years.

WHEREAS the Owners are the legal owner of a parcel of land totaling approximately 0.94 acres and identified on Cambria County Tax Maps as parcel 75-006.-100.000, which parcel is central to the Park Plan shown in Appendix A.

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

1. Basic Agreement Provision

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

- 1.1 Premises - Parcel # 75-006.-101.000 as shown on Appendix B.
- 1.2 The Park – the Premises and adjacent areas where CVC and the Owner are developing ADA access from the Inclined Plane Bridge to the hillside and a walkway to near the Stonycreek River in Phase I, plus a fishing pier and boat dock to be added in the next phase of work as shown on the Plan (Appendix A).
- 1.3 Insurance - That the Operating Partner shall provide insurance for any improvements constructed in the Park, with said insurance listing the City, CamTran and Inclined Plane as co-insured. Such insurance shall be comprehensive in nature with coverage in the amount of \$1,000,000.00 with an umbrella coverage for \$3,000,000.00 for a total coverage amount of coverage for \$4,000,000. The City reserves the right to request additional insurance on an as needed basis for activities and events in the future.
- 1.4 Rent - Tenant shall pay the **Owners** an annual rental of **One (\$1.00)** dollars payable in advance on the **first (1st)** day of each year throughout the term of this Agreement. Rent payments must be delivered to P.O. Box 218, Johnstown, PA 15907.
- 1.5 Term - The initial term of this lease shall be for a period of twenty-five (25) years commencing on the 9th day of November, 2020 and ending on the

8th day of November, 2045. The parties agree that the Tenant or Owner shall have the opportunity to renegotiate or renew this Agreement, provided that no default has occurred and either party provides the other party with written notice of its intent to exercise this option on or before three months prior to the end of the term of the lease.

2. Premises and Access

2.1 Premises. The Owner hereby leases to the Tenant and the Tenant hereby leases from the Owner, subject to the terms and conditions of this Agreement, the Premises as described in Section 1.1 together with improvements thereon.

2.2 Access. Owner shall have access for all maintenance, repairs or improvements to the Premises or the Park as necessary to ensure the proper upkeep and safe pedestrian access during normal operating hours.

2.3 Access. Owner shall have the right to close the access ramp when the Inclined Plane is not in operation, during inclement weather or when other circumstances may result in unsafe conditions.

2.4 Except as otherwise limited by this Agreement, the parties agree to defend, release, indemnify, and hold harmless each other, their successors and assigns, and officers, Board of Directors, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, cause of action, suits or any other rights that may inure to each other occurring on the Premises as defined and as a result of and/or in relation to the performance of this agreement and any use thereof of the Premises addressed by this, including any and all expense, legal or otherwise, incurred by the indemnified party in the defense of any such claim or the enforcement of this Agreement. provided, however, that the party being sued shall promptly give notice to each other party and provide information as one party may reasonably request to defend such claim, demand, or suit. The parties shall be responsible for their own costs, expenses, and reasonable attorneys' fees that may be incurred or paid regarding enforcing the covenants and conditions of this Lease, whether incurred as a result of litigation or otherwise.

3. Notice

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent certified mail to the addresses listed below:

Tenant's Address:
City Manager's Office
401 Main Street
Johnstown PA 15901

Owner/s Address:
Conemaugh Valley Conservancy, Inc.

PO Box 218
Johnstown, PA 15907-0218

4. **Entire Agreement**

This Agreement contains the entire agreement between the parties.

5. **Governing Law**

This Agreement contains the entire agreement between the parties.

6. **Governing Law**

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

7. **Amendments**

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

Agreed to this 9th day of November, 2020.

For the City of Johnstown

Witness



Attest:




City Manager

For Conemaugh Valley Conservancy, Inc.

Witness

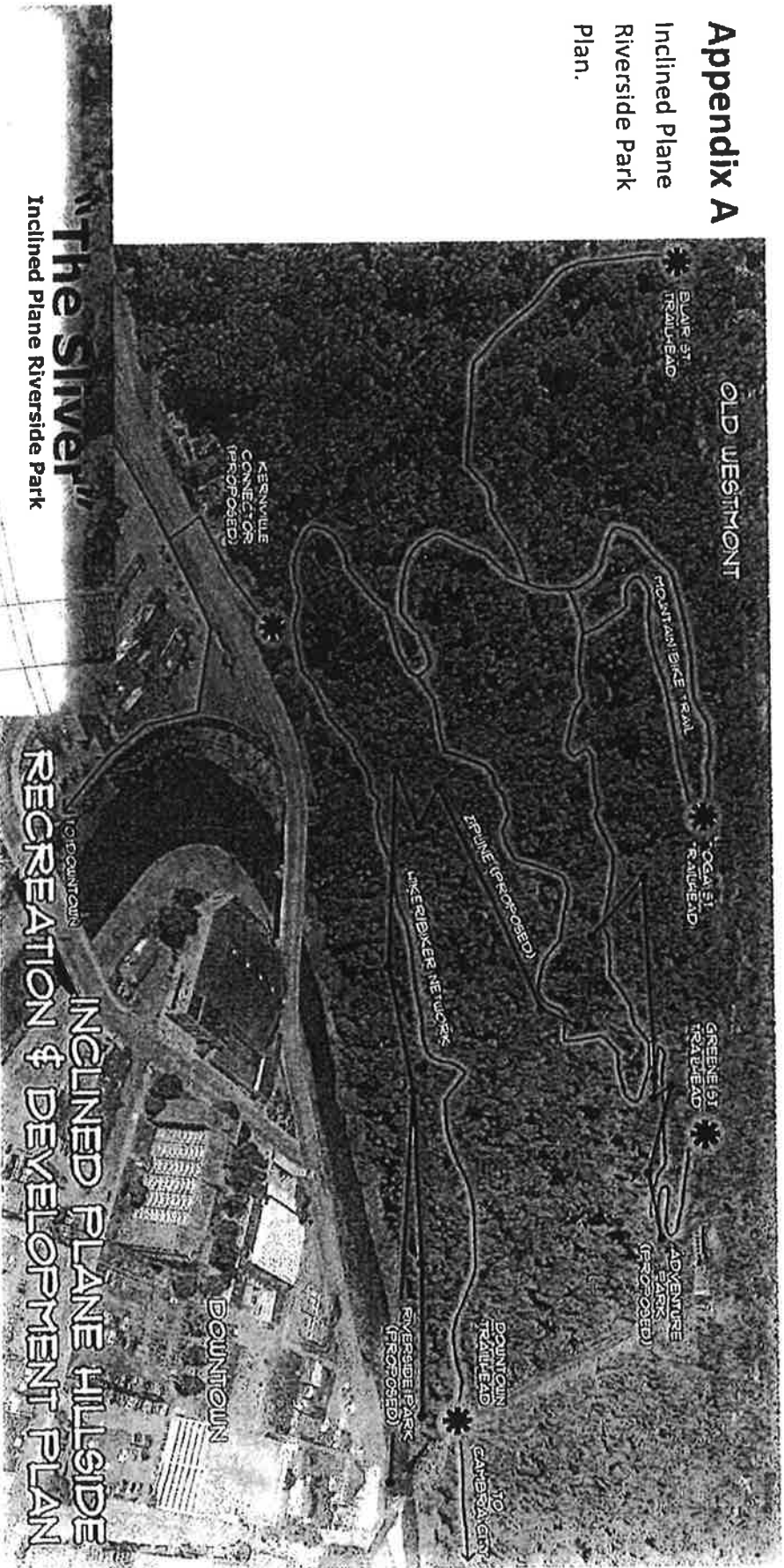
Attest:



CVC President

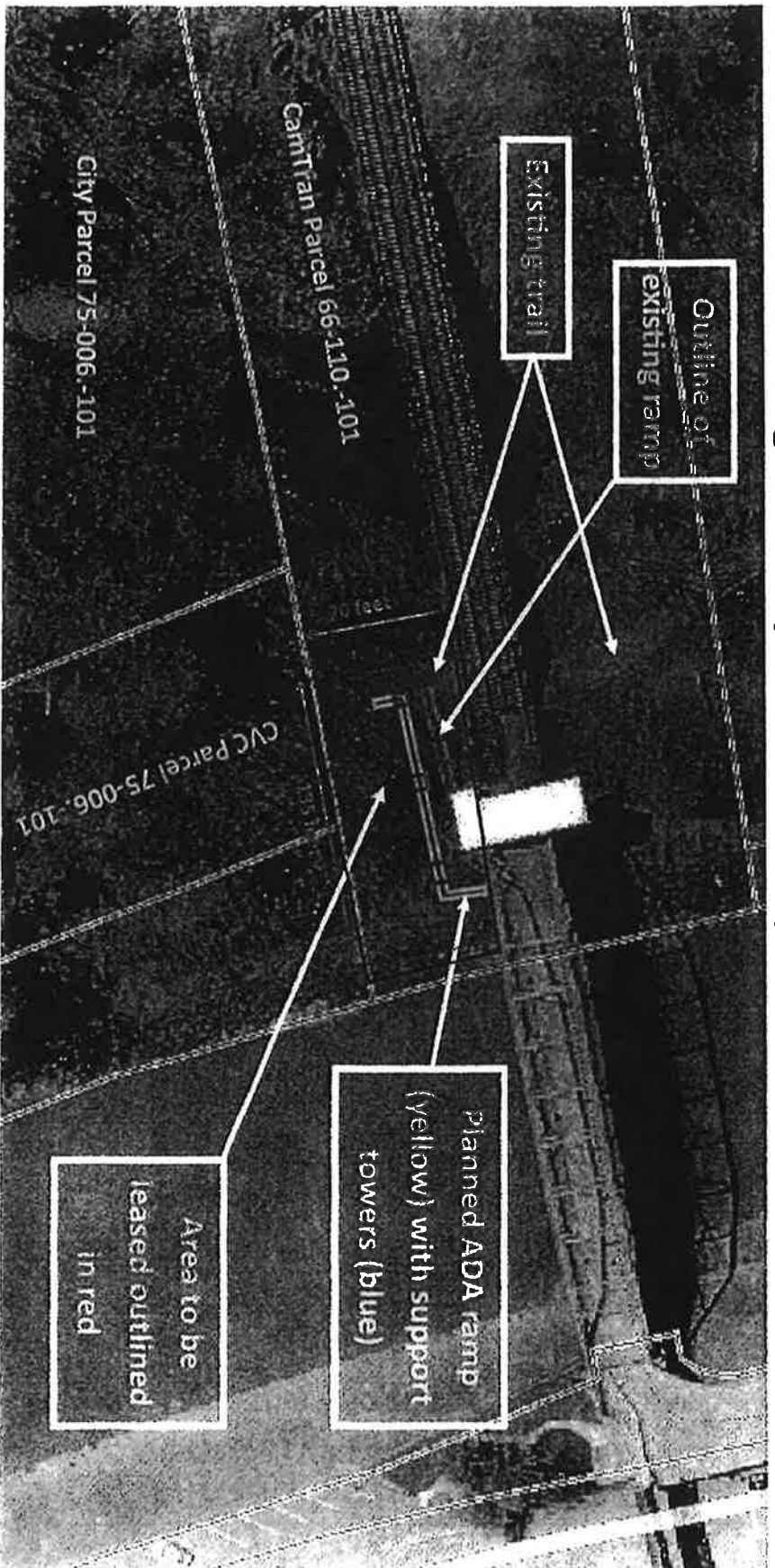
Appendix A

Inclined Plane Riverside Park Plan.



The Riverside Park or "The Sliver" is being developed be-
side the Inclined Plane and a schematic design is shown
at left. The green lines show existing and planned trails,
the yellow lines show new mountain-bicycling trails and
the red lines show the proposed zip line.

APPENDIX C: Land Being Leased by CamTran to City of Johnstown for the Park



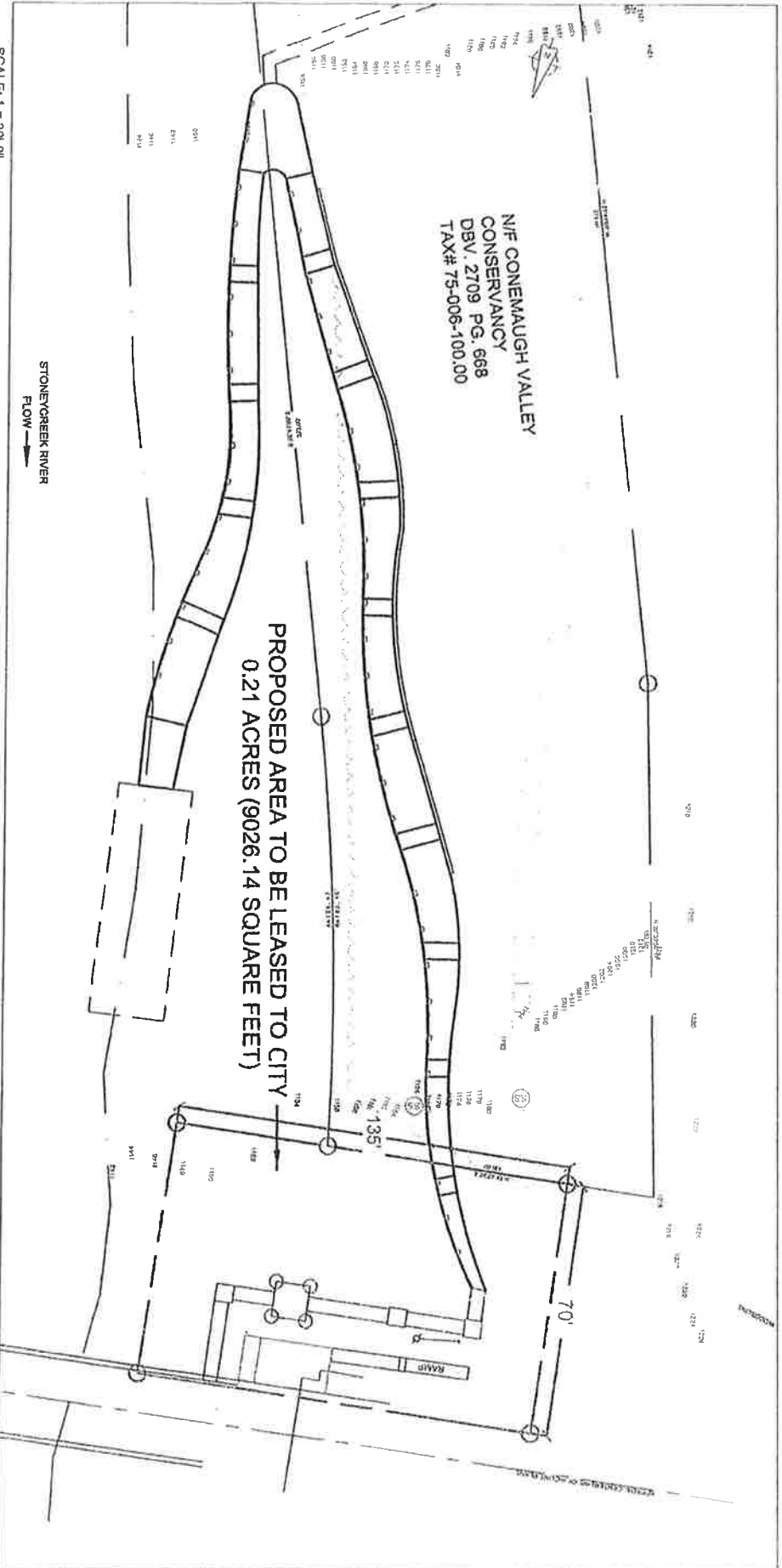
For Phase I of Inclined Plane Riverside Park, this aerial map shows the location of the land being leased to the City of Johnstown by CamTran. An arrow points to the existing ramp extending from the Inclined Plane's Lower Station; the ramp is visible on this aerial from the Cambria County GIS system. The Planned ADA Ramp from the Inclined Plane Bridge is outlined approximately in yellow (4 feet wide with 5-foot resting platforms and three support towers shown in blue that are 10' x 10', 8'x8' and 4' x 4').

The area being leased to the City is outlined in red above; it extends parallel to the edge of the Inclined Plane Railway in a generally eastward direction across the existing trail; makes a turn of 90 degrees and heads in a generally southerly direction for approximately 70 feet to Parcel # 75-006-101.000 owned by Conemaugh Valley Conservancy; makes an approximately 90-degree turn and heads in a generally westerly direction approximately 135 feet to the Stonycreek River; makes a turn of approximately 90 degrees and follows the edge of the Stonycreek River for approximately 68 feet; and makes a turn of slightly more than 90 degrees and runs parallel to the edge of the Inclined Railway as noted above.

Page 2 of Appendix C shows the planned ADA ramp and walkway in detail.

Appendix C: Inclined Plane Riverside Park

Area to Be Leased by CamTran to the City of Johnstown



NOTE: AREA HAS NOT BEEN SURVEYED AND REPRESENTS APPROXIMATE BOUNDARIES ONLY
EXHIBIT LAST UPDATED 09/24/2020. EXHIBIT PRODUCED BY REAL DESIGN, INC., 3508 WILLIAM PENN AVE., JOHNSTOWN PA, 15909

**CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA**

RESOLUTION NO. 10466

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY,
PENNSYLVANIA DESIGNATING THE HAYNES STREET BRIDGE AS
“HARRY M. PLOWS BRIDGE”**

WHEREAS, it is customary for legislative bodies to name certain roads and bridges in order to honor public servants who, during their lifetimes, have contributed significantly to the prosperity of their respective community; and

WHEREAS, Harry M. Plows is one such individual whose storied action to honor those men and women who have served this great nation resulted in an annual Johnstown celebration to honor our Veterans; and

WHEREAS, the story of Harry M. Plows’ inaugural Veterans’ Day Parade in Johnstown is told as follows:

On November 11, 1989 at 4:00 p.m., Harry M. Plows, in full dress uniform, marched alone down the center of Main Street, Johnstown proudly displaying a grave marking flag from American Legion Post #294. State Representative Edward P. Wojnaroski was exiting Johnny’s Mission Inn and, seeing the flag-bearing spectacle on Main Street, asked Harry what he was doing. Harry replied, “This town doesn’t have a Veterans’ Day Parade anymore, and I’m not going to let them forget all those men and women who gave their all for our country.”

Mr. Wojnaroski was inspired to assist Harry, and the two and others agreed to form the Cambria County Veterans Group. Its main objective was to work to assure that Veterans’ Day was never to be forgotten or taken for granted. The Johnstown Veterans’ Day Parade has continued to be an annual Johnstown event every year since, even during the Covid epidemic.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby dedicates and renames the Haynes Street Bridge as the Harry M. Plows Bridge to honor the patriotism and achievement of Harry M. Plows.

ADOPTED:

November 10, 2021

By the following Vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10466** as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10467**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, ESTABLISHING PROCEDURES AND SETTING DATES FOR THE CITY MANAGER SEARCH PROCESS, AND FURTHER AUTHORIZING THE ADVERTISEMENT OF SAID POSITION TO BE FILLED ON AN EFFECTIVE DATE ANTICIPATED IN JANUARY 2022, WITH A DEADLINE FOR ALL SUBMISSIONS TO BE RECEIVED BY DECEMBER 3, 2021

WHEREAS, the City Council wishes to pursue a City Manager Search process as expeditiously as possible; and

WHEREAS, the City Council wishes to pursue a City Manager Search process in consultation with the Act 47 Recovery Team and the PA Department of Community and Economic Development (“PA DCED”), as follows:

- Placement of advertisements on or before November 12, 2021 for all submissions to be received by December 3, 2021. Advertisements to be placed in and with ICMA publications and any ICMA website services offered; the Pittsburgh Post-Gazette; the Tribune-Review; the Tribune-Democrat; and any advertising offered by the Pennsylvania Municipal League, PA State Boroughs Association, PA Township Association, the Local Government Academy, and the Association for PA Municipal Managers.
- City Manager applications shall be received electronically at DCED, mforeman@pa.gov in coordination with DCED and the Act 47 Recovery Coordinator to organize the information and present regular updates to Council on all submissions received.
- A City Manager Search Committee shall be designated by Council and comprised of any City Council members wishing to participate, City residents, and City business leaders, in consultation with the DCED Representative and the Act 47 Recovery Coordinator.
- A period of review by the current DCED Representative, and the Act 47 Recovery Coordinator of all submissions until December 3, 2021.
- A period of further review by the City Manager Search Committee, and all seven (7) sitting members of Council (if not included in the Search Advisory Committee to date) of applications received and selection of applicants for interviews.
- Schedule interviews during December 2021.

- Complete all pre-employment investigations of selected applicant in January 2022.
- Negotiate terms of employment agreement with selected candidate in mid-January;
- Council Meeting in late January to officially name a City Manager;

WHEREAS, Council understands and agrees that dates as provided herein are estimated and may be changed to accommodate all parties involved in the search, review, selection and hiring of a City Manager; and

WHEREAS, Council wishes, by this Resolution, to also approve and authorize the costs for placement of the attached advertisement for the City Manager position in the relevant publications identified above (01.400.34.103.00).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the foregoing procedures are hereby established and adopted for purposes of conducting a City Manager Search, and that the Interim City Manager in cooperation with the Act 47 Team is hereby authorized to advertise the position as attached, with a deadline for all submissions to be received by the City of Johnstown, c/o of DCED at mforeman@pa.gov by December 3, 2021.

ADOPTED

November 10, 2021

By the following Vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10467** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY MANAGER, CITY OF JOHNSTOWN, CAMBRIA COUNTY -- Resumes will be accepted until November 30, 2021 for the position of City Manager expected to be filled in January 2022. Johnstown is a Home Rule community, 5.8 sq. miles, located in southern Cambria County, 75 miles east of Pittsburgh, population 18,411, 95 FT and 10 PT employees, \$14.6 million GF budget. Departments include: Administration, Finance, Police, Fire, Public Works, Code Enforcement, Community Development, Parks and Recreation. The City is working towards an exit from its financially distressed status under PA Act 47 and works with an Act 47 Recovery Team appointed by the PA Department of Community and Economic Development. Applicants must have minimum B.A. or B.S. in public mgt., public admin., or related degree, masters degree preferred, and a minimum of 5 years of progressive responsible experience in local govt. mgt. managing 50+ employees, knowledge of local agency law, budget, finance, personnel, collective bargaining, public safety, public works, grant mgmt., economic development. Must have excellent verbal, interpersonal, written communication and computer technology skills; able to perform essential functions of the job. Salary range \$120k-\$125k DOQ with full benefit package. Email resume with 3 professional references to mforeman@pa.gov by midnight on November 30, 2021. EOE.

SEND INVOICE TO: *City of Johnstown, Accounts Payable Department
401 Main Street
Johnstown, PA 15901*

**CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10468**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING THE INTERIM CITY
MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPEMENT THE
SEVEN AMENDMENTS TO THE CITY OF JOHNSTOWN HOME RULE
CHARTER AS SET FORTH IN ORDINANCE NO. 5315 AND AS APPROVED BY
VOTER REFERENDUM**

WHEREAS, the City Council adopted Ordinance No. 5315 on July 14, 2021 proposing seven separate amendments to the City of Johnstown Home Rule Charter; and

WHEREAS, in accordance with Article XII of the City of Johnstown Home Rule Charter, the proposed amendments were submitted to the Cambria County election office for referendum action by the voters of Johnstown; and

WHEREAS, in the general election conducted on November 2, 2021 the voters of Johnstown approved all seven proposed amendments; and

WHEREAS, in accordance with Section 1212 of the City of Johnstown Home Rule Charter the amendments as proposed in Ordinance No. 5313 are considered approved upon certification of said election results.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the Interim City Manager is hereby directed to take any and all action necessary to implement the seven amendments to the City of Johnstown Home Rule Charter as originally set forth in Ordinance No, 5315 adopted July 14, 2021.

ADOPTED

November 10, 2021

By the following Vote:

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

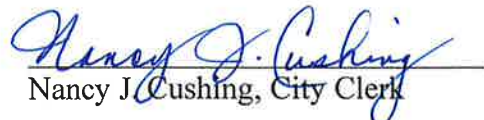
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10468** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN, PENNSYLVANIA
ORDINANCE NO. 5315**

BILL NO. 6 of 2021
As Amended

Introduced June 9, 2021

AN ORDINANCE AMENDING THE HOME RULE CHARTER OF THE CITY OF JOHNSTOWN ADOPTED BY VOTERS ON MAY 18, 1993, MADE EFFECTIVE JANUARY 1, 1994, AND AMENDED NOVEMBER 2, 2010 BY AMENDING CERTAIN SECTIONS PERTAINING TO THE REQUIREMENTS FOR THE CITY MANAGER AND CERTAIN FINANCIAL PROVISIONS IN ORDER TO UPDATE CERTAIN PROCEDURES FOR THE PURPOSES OF IMPROVING AND ENSURING EFFICIENCY IN THE CONDUCT OF CITY BUSINESS.

WHEREAS, Section 2942 of Pennsylvania's Home Rule Charter and Optional Plan Law provides that proposed amendments to a municipality's Home Rule Charter may be pursued via a ballot referendum initiated by an ordinance of the governing body; and

WHEREAS, the City of Johnstown City Council, upon the recommendations of the Act 47 Recovery Team Coordinator and pursuant to requirements of the City's Exit Plan, adopted on October 14, 2020 pursuant to the Distressed Municipalities Financial Recovery Act, have deemed it necessary to make certain changes to the Home Rule Charter in order to improve the efficiency of the manner in which the City conducts its business and to update and/or clarify certain matters pertinent to qualifications for the position of City Manager and certain financial procedures, all of which have proven to be either outdated when compared to current practices, overly burdensome and ultimately detrimental to the City operations and the pursuit of opportunities for sustained growth and internal leadership; and

WHEREAS, it is necessary for the City to deliver said Ordinance to the Cambria County Board of Elections no later than the thirteenth Tuesday prior to the municipal general election which is scheduled to be held on November 2, 2021;

NOW THEREFORE, it is hereby ordained and enacted that the following proposed amendments be made to the City of Johnstown Home Rule Charter, as reflected below, and subject to successful adoption via a ballot referendum in accordance with the procedures set forth in the Pennsylvania Home Rule Charter and Optional Plan Law and Pennsylvania Election Code:

Section 1. Proposed Amendments to Home Rule Charter

Amendment 1: Delete Section 304(e) of Article III, Section 304, as shown below, in order to permit City Council to adopt and amend its Annual Budget and Capital Program via Resolution, rather than requiring adoption of an Ordinance in each instance.

ARTICLE III COUNCIL- POWERS, DUTIES, LIMITATIONS AND LEGISLATION

...

Section 304. Legislation.

The following actions of Council shall be taken by ordinance:

- (a) Adoption of the Administrative Code, referred to in Section 302 of this Charter.
- (b) Adoption of procedures for purchasing of products, goods, or services, for the making of contracts and for the sale or lease of personal or real property of the Municipality, as referred to in Section 302 of this Charter.
- (c) Adoption of tax levies and authorization for service charges, fees and assessments.

- (d) All other actions which are legislative in nature, which affect or regulate the conduct of the public, which create or establish any long-term, permanent physical change, right or privilege, or which amend or repeal any previously-enacted ordinance.
- ~~(e) The annual budget and capital program.~~

Amendment 2: Delete Section 902 of Article IX, as shown below, in order to permit Council to update and amend the content of the City Personnel Manual via Resolution, rather than via adoption of an Ordinance in each instance. .

Article IX, Personnel:

Section 901. Personnel System.

As part of the Administrative Code, the City Council shall enact and maintain a personnel ordinance based upon merit and equal opportunity, affirmative-action principles.

~~Section 902. Ordinance Contents.~~

~~The personnel ordinance shall provide for the establishment of personnel rules, procedures, and categories and shall provide for their adoption and modification. The said ordinance or the rules enacted pursuant thereto shall include but need not be limited to provisions assuring:~~

- ~~—(a) Recruitment and job vacancy notification.~~
- ~~—(b) Selection, appointment, and assignment being based upon merit as demonstrated by examination and other documented evidence of fitness.~~
- ~~—(c) Provisions to prevent personnel actions of any kind from being influenced by political belief or affiliation, race, color, sex, or national or ethnic origin.~~
- ~~—(d) A position classification plan based upon duties, authority, responsibility, and organizational placement; procedures for reclassification if duties or other factors change; and a pay plan for all positions.~~
- ~~—(e) Examinations for determining the merit and fitness of candidates for appointment or promotion.~~
- ~~—(f) Reduction in numbers of employees.~~
- ~~—(g) Uniform treatment in disciplinary action including reprimand, suspension, and removal.~~
- ~~—(h) Provisional and temporary appointments.~~
- ~~—(i) Relationships with employee organizations.~~
- ~~—(j) Inservice training.~~
- ~~—(k) Grievances.~~
- ~~—(l) Hours of work and provisions for vacations, holidays and leave, and provisions for overtime and compensation.~~
- ~~—(m) Other matters affecting personnel.~~

903. Collective Bargaining.

No personnel related ordinances, resolutions, policies, or procedures shall conflict with State law which relates to collective bargaining.

Amendment 3: Modify Article X, Section 1007(a) by adding language as shown below, in order to permit Council to adopt and amend its budget and capital program by Resolution or Motion, rather than by adoption of an Ordinance in each instance.

Article X Financial Procedures.

Section 1007. Council Action on Budget.

(a) Amendments Before Adoption.

The Council may adopt the budget and capital program by Resolution or Motion, with or without amendment. Council may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or estimated deficit, provided that no amendment to the budget shall increase the total authorized expenditures greater than the total estimated income.

Amendment 4: Modify Article X, Section 1008 as shown below, in order to permit Council to make supplemental and emergency appropriations of revenue by Resolution or Motion, rather than by adoption of an Ordinance in each instance.

Article X: Financial Procedures

Section 1008. Amendments After Budget Adoption

(a) Supplemental Appropriations. If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council ~~by ordinance~~ by resolution or motion may make supplemental appropriations for the year up to the amount of such excess.

(b) Emergency Appropriations: To meet a public emergency affecting life, health, property or the public peace, the Council may make emergency appropriations ~~by ordinance~~ by resolution or motion. To the extent that there are no available unappropriated revenues to meet such appropriations, the Council may incur debt in a manner prescribed by the Pennsylvania Unit Debt Act now in effect or as amended.

Amendment 5: Delete Article X, Section 1010, Budget Administration as show below, in order to permit Council to amend and/or update Financial Procedures addressing the administration of the City Budget via Ordinance, Resolution, and/or Motion, rather than by a Voter Referendum which would be required if such Financial Procedures remain present in the Home Rule Charter

Article X: Financial Procedures

~~1010. Administration of the Budget.~~

~~—(a) Work Programs and Allotments: At such time as the City Manager shall specify, each department, office or agency shall submit work programs for the ensuing fiscal year showing the requested allotments of its appropriation by period within the year. The City Manager shall review and authorize such allotments with or without revision as early as possible in the fiscal year and may revise such allotments during the year. Work programs and allotments shall be kept current and shall be in conformity with the budget.~~

~~—(b) Payments and Obligations Prohibited: No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the City Manager or his or her designee first~~

~~certifies that there is a sufficient unencumbered balance in such allotment or appropriation, and that sufficient funds are or will be available to cover the claim or to meet the obligation when it becomes due and payable.~~

~~—(c) Reduction of Appropriations: If at any time during the fiscal year it appears probable that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken, and his or her recommendation as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or to minimize any deficit, and may, by ordinance, reduce one or more appropriations.~~

~~—(d) Transfer of Appropriations: At any time during the fiscal year the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency and, upon written request by the City Manager, the Council may by resolution transfer part or all of the unencumbered appropriation balance from one department, office, or agency to another. Any transfer made by the City Manager shall be reported to the City Council at the next Council meeting.~~

~~—(e) Limitations; Effective Date: No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.~~

Amendment 6: Modify Article X, Section 1012 as shown below, in order to provide that all contracts of the City, regardless of the amount, shall be in writing, to provide the City Manager standing authorization to be the signatory on contracts entered by the City, and to require competitive bidding under the same terms and conditions as required by Pennsylvania law, and the Department of Labor and Industry

Article X Financial Procedures.

Section 1012. Contracts.

- (a) All contracts of the City involving sums in excess of ten thousand dollars (\$10,000.00) shall be in writing and shall be executed on behalf of the City by the City Manager. The City Manager shall also execute all contracts, regardless of the amount, for the purchase, sale, leasing or use of real estate. Authorization for contracts for the construction of capital improvements shall be by resolution. The Council by ordinance shall provide for the signing of all other contracts.**
- (b) Competitive Bids:** Except as otherwise provided in this Charter or the purchasing ordinance defined in Article III, Section 302(e), no contract for supplies, material, labor, a franchise, or other valuable consideration, to be furnished to or by the City, shall be authorized on behalf of the City, except to the lowest responsible bidder after competitive bidding, where required in accordance with applicable law, or, in the case of goods or services being sold or disposed of by the City, to the highest or best bid submitted.

- (c) Bidding and Related Purchase Procedures: The Council shall, by ordinance, establish and maintain a system of competitive bidding, proposal solicitation, and procedures for purchasing certain products and services without bidding. This shall include definitions, publication requirements, deposit and bond requirements, conditions, terms, rules and regulations, waiver and exceptions as Council shall from time to time deem advisable, and/or in accordance with applicable law. Bid thresholds are established by the PA Department of Labor and Industry annually based on the percentage change in the Consumer Price Index published by the US Department of Labor and Industry. The PA Department of Labor and Industry publishes notice in the Pennsylvania Bulletin prior to January 1 of each calendar year for the adjusted or unadjusted bid thresholds for competitive bidding and for written telephonic price quotations.

Amendment 7: Modify Article VI, Section 601(a) as shown below, to permit the City Council to require the City Manager to be a resident of the City and to amend the geographic area and timeframe for establishing such residency by Ordinance, rather than by Voter Referendum, which would be necessary if said requirements remain mandated in the Home Rule Charter.

Article VI City Manager

Section 601

(a) Council shall appoint a City Manager, who may not be a member of Council. ~~and who shall become a bonafide resident and domiciliary of the Municipality within one hundred and eighty (180) days of assuming office and shall remain a resident and domiciliary while in office.~~ **Council may require the Manager to become a resident and domiciliary of the City via adoption of an Ordinance establishing the parameters for such requirements.** The appointment or dismissal of the City Manager shall be by vote of at least five (5) members of Council and dismissal need not be for cause. The City Manager shall be the chief administrative officer of the Municipality and shall be responsible to Council for the administration of all Municipal affairs placed in the City Manager's charge.

Section 2. All other provisions of the City of Johnstown Home Rule Charter and any City of Johnstown ordinances, resolutions, rules, and regulations, that are in force when the proposed amendments to the Home Rule Charter as set forth above are adopted and made effective, and which are not in conflict with said amendments, shall remain and continue in force as if enacted under this Charter until they either expire by their own terms, or are amended or specifically repealed, either in whole or in part pursuant to this Charter.

Section 3. If duly adopted by the voters in accordance with applicable, the foregoing amendments to City of Johnstown Home Rule Charter shall take effect January 1, 2022.

ORDAINED and ENACTED by the City Council of the City of Johnstown, County of Cambria, the Commonwealth of Pennsylvania on this 14th day of July, 2021.

PASSED FINALLY IN COUNCIL:

July 14, 2021

By the following vote:

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

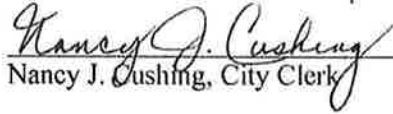
Nays: None (0)

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 Ordinance No. 5315 , as the same was passed finally by City Council and signed by the Mayor and/or Deputy Mayor of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10469**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA, AFFIRMING THE EXPIRATION
DATES OF THE TERMS OF OFFICE OF CURRENT BUILDING CODE BOARD
OF APPEALS MEMBERS**

WHEREAS, the City Council from time to time has appointed and/or reappointed various members to serve on the Building Code Board of Appeals; and

WHEREAS, the Board of Appeals lacks clarity relative to the correct expiration date for each of the terms of office on the Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown that the term expiration dates of the five current members of the Building Code Board of Appeals shall be as follows:

Jean Tanaka	Term Expires December 31, 2021
Donald Buday	Term Expires December 31, 2022
Jeffrey Wilson	Term Expires December 31, 2023
James Carthew	Term Expires December 31, 2024
Richard Truscello	Term Expires December 31, 2024

ADOPTED

November 10, 2021

By the following Vote:

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

Mr. Britt. (7)

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10469 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10470

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER AND FINANCE DIRECTOR TO SIGN ALL DOCUMENTS AND TAKE ANY/ALL OTHER ACTIONS NECESSARY IN THE PURCHASE OF HOSE AND VARIOUS HOSE APPLIANCES FROM WITMER PUBLIC SAFETY GROUP

WHEREAS, the City of Johnstown Fire Department requires replacement of various hoses for the purpose of fighting fire and appliances to use with said hose.

WHEREAS, the purchase of these hoses and appliances will be made from the Capital Fund, Account No. 18.489.25.270.00; and

WHEREAS, Witmer Public Safety Group offered the lowest (COSTAR) quote for the hose and appliances at \$79,381.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania, that the Interim City Manager and Finance Director are hereby authorized to sign all documents and take any/all other actions necessary to award a contract to Witmer Public Safety Group for fire hose and appliances in the amount of \$79,381.00.

ADOPTED:

November 10, 2021

By the following Vote:

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

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10470 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

WITMER PUBLIC SAFETY GROUP, INC.
THE FIRESTORE
430 W. KING STREET
ABBOTTSTOWN, PA 17301

10/21/2021

City of Johnstown Fire Department
401 Washington Street
Johnstown, Pa

PA CO-STARS Order

Mercedes Textile Hose Products

65 pc. 3" X 50' Aquaflo Plus DJ Hose, White Coupled 2 1/2" NH	\$ 272.00	\$ 17,680.00
5 pc. 2" X 10' Kranken EXO , Black Coupled 1 1/2" NH	\$ 64.00	\$ 320.00
20 pc. Metro EXO 1 3/4" X 50' RED Coupled 1 1/2" Wayout Arrow	\$ 185.00	\$ 3,700.00
40 pc. Metro EXO 1 3/4" X 50' BLUE Coupled 1 1/2" Wayout Arrow	\$ 185.00	\$ 7,400.00
40 pc. Metro EXO 1 3/4" X 50' GREEN Coupled 1 1/2" Wayout Arrow	\$ 185.00	\$ 7,400.00
40 pc. Metro EXO 1 3/4" X 50' YELLOW Coupled 1 1/2" NH Wayout Arrow	\$ 185.00	\$ 7,400.00
40 pc. Metro EXO 1 3/4" X 50' ORANGE Coupled 1 1/2" NH Wayout Arrow	\$ 185.00	\$ 7,400.00
20 pc. Metro EXO 1 3/4" X 50' WHITE Hose Delivery 18-20 Weeks	\$ 185.00	\$ 3,700.00
20 ea. TFT # H-VO 1 1/2" Shutoff Valve	\$ 285.00	\$ 5,700.00
20 ea. TFT # ME1TO 1 1/2" Metro Tip Only	\$ 430.00	\$ 8,600.00
5 ea. TFT # ME2TO 1 1/2" Metro II Tip Only	\$ 485.00	\$ 2,425.00
5 ea. TFT # FSS12 Smooth Bore 1 5/16" Tip	\$ 78.00	\$ 390.00
2 ea. TFT # FJ-LX-HM Foam Jet Tip	\$ 240.00	\$ 480.00
10 ea. # GRP-57 Hose Gripper Set	\$ 147.00	\$ 1,470.00
1 ea. TFT # ALS1T1T 5" LDH Water Thief w/ PRV	\$ 1,230.00	\$ 1,230.00
2 ea. TFT # AX3ST-NX Jumbo Intake Relief Valve	\$ 1,745.00	\$ 3,490.00
2 ea. TFT # AA2ST-NX 5" Storz x 2 1/2" Female	\$ 159.00	\$ 318.00
2 ea. TFT # AA3ST-NJ 5" Storz x 2 1/2" Male	\$ 139.00	\$ 278.00

TFT Delivery Appx. 75 Days

TOTAL \$ 79,381.00

Price Good for 30 Days

Thank you,
Randy Hockenberry
The FireStore
717-465-0289

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10471

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN,
PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER
AND/OR HIS DESIGNEE TO TAKE ANY AND ALL ACTIONS
NECESSARY TO EFFECTUATE AN AGREEMENT WITH ENVIRONMENTAL
PLANNING AND DESIGN FOR MAIN STREET DESIGN SERVICES**

WHEREAS, the City of Johnstown has a need for conceptual design services from a professional contractor to support the proposed Main Street Revitalization Project, and;

WHEREAS, Environmental Planning & Design has the expertise to complete the required work;
and

WHEREAS, Environmental Planning & Design can complete the desired work within the City's budgeted amount.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager and/or his designee is hereby authorized and directed to execute and take any/all actions necessary to effectuate an agreement with Environmental Planning & Design for an amount not to exceed fifteen thousand dollars and zero cents (\$15,000.00) to be paid from line item 18.460.31.341.00.

ADOPTED:

November 10, 2021

By the following vote:

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

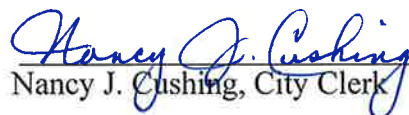
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10471** as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA**

RESOLUTION NO. 10472

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY
MANAGER AND/OR HIS DESIGNEE TO TAKE ANY AND ALL ACTIONS
NECESSARY TO EFFECTUATE AN AGREEMENT WITH GREATER
JOHNSTOWN WATER AUTHORITY FOR THE SALE OF THE
CLEAN FILL SITE TO THE AUTHORITY, SUBJECT TO FINAL
APPROVAL OF THE CITY SOLICITOR.**

WHEREAS, the City of Johnstown owns and operates a clean fill disposal site located within the City, identified as Tax Map No. 90-038.400.000; and

WHEREAS, the City desires to sell the clean fill disposal site to the Greater Johnstown Water Authority.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to execute on behalf of the City of Johnstown and take all actions necessary to effectuate an agreement with the Greater Johnstown Water Authority for the purpose of selling the clean fill disposal site Tax Map No. 90-038.400.000 to the Greater Johnstown Water Authority under the terms and conditions contained within the Agreement for Sale, and subject to the final approval of the City Solicitor.

ADOPTED

November 10, 2021

By the following Vote:

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

Rev. King. (7)

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10472 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Agreement for Sale of City Clean Fill Site

THIS AGREEMENT (this "Agreement"), dated _____, __, 2021 by and between The City of Johnstown, a political subdivision of the Commonwealth of Pennsylvania operating as a Third Class City under a Home Rule Charter (the "Seller"), and the Greater Johnstown Water Authority, a body corporate and politic organized under the Pennsylvania Municipality Authorities Act (the "Buyer" and together with Seller, the "Parties").

Whereas, The City of Johnstown, hereinafter referred to as "City", owns and operates a clean fill disposal site in the 20th Ward of the City of Johnstown, identified as Tax Map No 90-038. -400.000, hereinafter referred to as the "Clean Fill Site, and

Whereas, The Greater Johnstown Water Authority, hereinafter "GJWA", has, on September 9, 2020 purchased the Sanitary Sewer Collection System from the City pursuant to an Asset Purchase Agreement, hereinafter, the "APA", and

Whereas, the APA contains several ongoing obligations and covenants from the GJWA to the City of Johnstown, and

Whereas, the Clean Fill Site is permitted by the Cambria County Conservation District, which permit (hereinafter "Permit") carries with it numerous obligations for maintenance during use and during the eventual closure of the site, and

Whereas, the City of Johnstown is willing to transfer and the Greater Johnstown Water Authority is willing to accept the Clean Fill Site under the following terms and conditions;

NOW, THEREFORE, INTENDING TO BE MUTUALLY BOUND AND FOR ADEQUATE CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES' EXECUTION OF THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1) The City will convey the Clean Fill Site, Cambria County Tax Map No. 90-038. -400.000 by Special Warranty Deed to the GJWA, on or prior to December 30, 2021.
- 2) The GJWA will take any/all actions necessary to cause the City Permit for operation of the Clean Fill Site to be transferred into the name of the GJWA, on or prior to December 30, 2021. In the event of delay in effecting transfer of the Permit, GJWA shall act as City's agent after December 31, 2021 and shall indemnify, defend and hold harmless the City from any liability of any sort related to such agency, including but not limited to any claims arising out of and/or in connection with the GJWA's operation of clean fill site and/or the terms, conditions and/or any other requirements related to said permit.
- 3) The GJWA agrees to indemnify, defend and hold harmless the City from any future liability with respect to the Clean Fill Site, as of the effective date of the transfer of the site and continuing thereafter.
- 4) The GJWA agrees to operate the clean fill site within the requirements of the Permit and to assume all costs and expenses of operation and eventual closure.

- 5) The GJWA agrees that during the useful life of the Clean Fill Site, which useful life shall be determined within the sole discretion of the GJWA, it shall permit the City to dispose of clean fill at the site.
 - a. Clean Fill is meant as a defined term, meaning only such materials as are permitted under the current Permit for the clean fill site or as may be further restricted or expanded in the future by any modifications to the Permit for the clean fill site or changes in applicable regulations.
 - b. The City agrees, that with respect to materials placed at the clean fill site after transfer, that it will indemnify, defend and hold harmless the GJWA from any costs or liabilities connected in any way with material dumped by the City which does not meet then current standards for clean fill under the permit or regulations.
- 6) The City shall take any/all actions necessary to cancel all contracts applicable to maintenance or operation of the clean fill site as of December 31, 2021.
- 7) The GJWA shall pay the City the sum of \$125,000.00 as a flat sum, which shall not be subject to change, but is intended to cover all costs of the City in connection with the Clean Fill Site through December 31, 2021. No other cash payment to the City will be made in connection with this agreement or the transfer of the clean fill site.
- 8) The GJWA covenants that it will as of December 31, 2021, reduce the monthly sanitary sewer collection bill to City of Johnstown residents and property owners from \$55.00 per EDU to \$53.00 per EDU. The GJWA covenants to hold that reduced price of \$53.00 per EDU for a period of four (4) years, provided that GJWA may increase the Monthly Rental and may impose multiple minimums Monthly Rental charges in such four-year period if necessary, and only to the extent necessary, to achieve the minimum required amount under the GJWA Trust Indenture's Rate Covenant for the applicable period. The GJWA agrees to notify the City in the event this necessity is deemed to exist within the relevant four year period and to provide any/all documentation evidencing such necessity, upon request, to the City.
- 9) As part of the consideration for this agreement, the City hereby waives the provisions of the APA requiring the GJWA to pay the City an Annual Installment Payment as such term is described and defined in the APA. The provisions of the APA relating to the Annual Installment Payment, specifically, but not limited to paragraphs 1.4 d), 5.8, 5.14, 8.18, 8.19 and Exhibit F of the APA shall be removed from the APA and of no further effect. The GJWA shall hereinafter have no obligation to pay over to the City any portion or part of its revenues in accordance with the language of the APA addressing the Annual Installment Payment.
- 10) The parties hereto agree to provide any assistance or further assurance to each other, to take any acts and/or execute any documents as may be necessary to carry out the purposes of this agreement, as set forth above.

- 11) This is an entire agreement and there are no other agreements verbal, or by implication other than as set forth herein. This agreement may not be modified except in writing and as approved in a public meeting by the governing bodies of the parties hereto. No provision of this Agreement shall be construed to create any rights in anyone who is not a party to this Agreement.
- 12) This Agreement may be executed in counterparts separately by each party, each of which counterpart shall be deemed an original, and all of which shall constitute one (1) in the same instrument.
- 13) All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances.
- 14) This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Cambria County Court of Common Pleas.
- 15) This Agreement has been duly authorized, executed and delivered by the parties hereto and constitutes a legal, valid, and binding obligation of such parties, enforceable in accordance with its terms. Each individual's signature hereto represents warrants that the signatory is duly authorized to execute this Agreement on behalf of the party indicated.

THE CITY OF JOHNSTOWN, approved at a meeting held, _____

By: _____ ATTEST: _____ (Seal)

Daniel Penatzer, Manager

Nancy Cushing, Chief City Clerk

Approved as to legal form: _____

Elizabeth Benjamin, Solicitor, City of Johnstown

GREATER JOHNSTOWN WATER AUTHORITY, approved at a meeting held, _____

By: _____ ATTEST: _____ (Seal)

Don C. Hall II, Chairman

Anthony Caputo, Secretary

Approved as to legal form: _____

William Gleason Barbin Esq., , Solicitor, Greater Johnstown Water Authority