

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10585

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN A CONTRACT WITH LECKEY DEMOLITION SERVICE IN THE AMOUNT OF \$97,900.00 FOR CONTRACT #2023-06, CDBG STRUCUTRE DEMOLITION PROGRAM TO DEMOLISH TWELVE (12) 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 2022-2023 Community Development Block Grant (CDBG) Programs; and

WHEREAS, HUD has approved these activities in the approval of the applications which were included in the Action Plans of the Consolidated Plan for the Federal Fiscal Year 2023; and

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

WHEREAS, DCED carried out all procurement activities which resulted in the receipt of three bids from which were opened publicly on August 11, 2023 at 12:01 PM; and

WHEREAS, the bids were reviewed by DCED staff, with Leckey Demolition Service being identified as the low bonafide bidder with a bid amount of \$97,900.00; and

WHEREAS, funding for the project will come from budget account number: 04.609.29.290.22, CDBG Demolition 2023.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the City Manager is authorized and directed to sign Contact # 2023-06 with Leckey Demolition Service for the completion of demolishing twelve structures throughout the City of Johnstown in the amount of \$97,900.00 per the bid submitted on August 11, 2023.

ADOPTED: September 13, 2023

By the following vote:

Yeas: Mr. Britt, Mr. Arnone, Mayor Janakovic, Ms. Huchel, Rev. King, Mrs. Mock, Mr. Capriotti

Nays:

Absent:



Frank Janakovic, Mayor

Michael Capriotti, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10585 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Ethan Imhoff, City Manager

**CONTRACT FOR
DEMOLITION AND SITE CLEARANCE**

THIS AGREEMENT, is made this _____ day of September 2023 __, 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

LECKEY DEMOLITION SERVICE _____,

() 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 _____, and having its principal (Partners) business operation located at _____; or

(X) An Individual/Sole Proprietorship doing business within the Commonwealth of Pennsylvania under the trade name of **LECKEY DEMOLITION SERVICE** _____, and having his principal place of business at **440 DUNRUTH LANE, JOHNSTOWN PA 15909** _____;

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 \$ 97,900.00.
- B. In addition to the aforesaid sum, the Contractor shall receive all salvaged

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

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

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

- A. Pursuant to the Special Conditions for Demolition and Site Clearance/Schedule of Buildings, Section 04 of the Contract Documents, the Contractor is hereby given "Notice to Proceed" on the demolition and **site clearance on the property set forth above such Notice being September 14, 2023** .
- B. The work on the above site shall be fully completed within one hundred twenty (120) consecutive calendar days from the effective date of the aforesaid Notice to Proceed.

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

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

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

1. The performance/payment bonds referenced in the Contract Documents;
2. Certification that the waste disposal facility dump site, which the Contractor will use for the disposal of waste from the site is approved by the Pennsylvania Department of Environmental Resources for such purposes;
3. An appropriate Demolition Permits;
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

SCHEDULE OF PROPERTIES TO BE DEMOLISHED/CLEARED

Property Address	Description of Property	Tax Map Parcel #
366 Ihmsen Ave	2 story wood sided single family dwelling with stone foundation w/ garage	82-007.-102.000
600-600 1/2 Somerset	2 story wood/brick sided duplex dwelling with stone foundation	76-001.-225.000
711 Barclay Ave	2 story wood sided duplex with stone foundation	76-007.-208.000
Rear 408 Corinne St	2 story wood sided single family dwelling with stone foundation	90-022.-224.000
217-219 Davis St	2 story wood sided duplex with stone foundation with garage	90-009.-406.000
Rear 159 Derby S	2 story brick single family dwelling with stone foundation and garage	78-035.-208.001
515-517-519 Plum St	2 story wood sided single family dwelling with stone foundation AND wood sided duplex with stone foundation	81-006.-313.000
156 Hudson St	2 story vinyl sided single family dwelling with stone foundation	79-003.-115.000
163 Baumer St	2 story brick single family dwelling with stone foundation	77-020.-404.000
Rear 412 Ash St	2 story stone single family dwelling with stone foundation	77-015.-213.000
260-262 Grove Ave	2 story wood sided duplex with stone foundation	87-010.303.000
204-1/2 D Street	2 story wood sided duplex with stone foundation with garage	90-004.-425.000