

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10611

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED AND TAKE ALL ACTIONS NECESSARY TO SIGN AN AGREEMENT WITH BERKEBILE EXCAVATING CO., INC FOR THE HONAN AVENUE PARK IMPROVEMENT PROJECT 2023-09

WHEREAS, the City of Johnstown advertised and opened bids for the Honan Avenue Park Improvement Project 2023-09; and

WHEREAS, bids were advertised in a paper of general circulation on December 22, 2023; and

WHEREAS, on January 25, 2024 the bids were opened at 10:00 am; and

WHEREAS, Berkebile Excavating Co., Inc. was the apparent low bidder for the Honan Avenue Park Improvement Project 2023-09 with the price of \$246,175.00; and

WHEREAS, The City administration recommends the City Council to accept the said proposed bid of \$246,175.00 from Berkebile Excavating Co., Inc for the Honan Avenue Improvement Project 2023-09 with the funds from a DCNR Grant contained within budget line item 05-354-25-000-00; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, hereby authorizes the City Manager and/or his designee to sign all documents and take all actions necessary to accept the bid for the Honan Avenue Park Improvement Project 2023-09 from Berkebile Excavating Co., Inc.

ADOPTED: February 14, 2024

By the following vote:

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

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. **10611** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Ethan Imhoff, City Manager

BID PACKAGE

CONTRACT NO. 2023-09

HONAN AVENUE PARK IMPROVEMENT PROJECT

FOR

CITY OF JOHNSTOWN

401 Main Street

Johnstown, Cambria County, Pennsylvania 15901

BID OPENING DATE: January 25, 2024

BID OPENING TIME: 10:00 A.M. (Prevailing Time)

Submitted By: Berkebile Excavating Co., Inc. _____

Address: PO Box 358
Tire Hill, PA 15959

Phone No.: 814-288-6648

Fax No.: 814-288-6691

E-Mail: todd@berkebileexcavating.com

EIN: 25-1891272

**CONTRACT NO. 2023-09
HONAN AVENUE PARK IMPROVEMENT PROJECT
CITY OF JOHNSTOWN**

BID FORM

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City of Johnstown
Honan Avenue Park Improvement Project
Contract No. 2023-09
Bid Schedule

		BASE BID				
<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>	
1	Mobilization/Demobilization/General Contract Provisions	1	LS	\$ 27,000.00	\$ 27,000.00	
2	Erosion and Sedimentation Controls	1	LS	\$ 3,400.00	\$ 3,400.00	
3	Site Preparation and Removal of Existing Basketball Poles. Deteriorated Bituminous Surface and related appurtenances.	1	LS	\$ 13,000.00	\$ 13,000.00	
4	Playground Amenities					
	a.) Bench	2	EA	\$ 1,300.00	\$ 2,600.00	
	b.) Trash Can	2	EA	\$ 950.00	\$ 1,900.00	
	c.) Pet Waste Station	1	EA	\$ 1,750.00	\$ 1,750.00	
	d.) Recycling Bin	1	EA	\$ 2,000.00	\$ 2,000.00	
	e.) Bike Rack	1	EA	\$ 1,600.00	\$ 1,600.00	
	f.) Play At Your Own Risk Sign	1	EA	\$ 400.00	\$ 400.00	
	g.) DCNR Signage	1	EA	\$ 500.00	\$ 500.00	
5	Walking Trail					
	a.) 4" AASHTO #10 Walking Surface	45	CY	\$ 195.00	\$ 8,775.00	
	b.) 4" 2A Limestone Base Course	45	CY	\$ 140.00	\$ 6,300.00	
	c.) Site Grading, Preparation, and Restoration	1	LS	\$ 10,000.00	\$ 10,000.00	
6	Fencing					
	a.) 4' Split Rail Fencing	300	LF	\$ 22.00	\$ 6,600.00	
7	ADA Parking Area					
	a.) Site Grading, Preparation, and Restoration	1	LS	\$ 1,700.00	\$ 1,700.00	
	b.) 6" Subbase, No. 2A Limestone	10	CY	\$ 100.00	\$ 1,000.00	
	c.) 4" Bituminous Pavement Restoration 25mm Superpave Base Course	55	SY	\$ 150.00	\$ 8,250.00	
	d.) 1.5" Bituminous Pavement Restoration 9.5mm Superpave Wearing Course	55	SY	\$ 120.00	\$ 6,600.00	
	e.) Parking Curb Stop	1	LS	\$ 300.00	\$ 300.00	
	f.) ADA Parking Sign and Line Painting	1	LS	\$ 600.00	\$ 600.00	

*City of Johnstown
Honan Avenue Park Improvement Project
Contract No. 2023-09
Bid Schedule*

ADDITIVE ALTERNATE #1

<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
10	Basketball Court (Full Court)				
	a.) 1.5" Bituminous Pavement Restoration 9.5mm Superpave Wearing Course	400	SY	\$ 18.00	\$ 7,200.00
	b.) 3.5" Bituminous Pavement Restoration 25mm Superpave Base Course	400	SY	\$ 25.00	\$ 10,000.00
	c.) 6" Subbase, No. 2A Limestone	70	CY	\$ 190.00	\$ 13,300.00
	d.) Basketball Court Complete Line Striping	1	LS	\$ 4,000.00	\$ 4,000.00
	f.) Complete Basketball Hoop Assembly	2	EA	\$ 5,250.00	\$ 10,500.00
	g.) 8' Chain Link Fence (Contingent Item)	125	LF	\$ 125.00	\$ 15,625.00

TOTAL ADD-ALT #1 CONTRACT NO. 2023-09: \$ 60,625.00

Bid Price In Words: Sixty thousand six hundred twenty five dollars and no cents.

ADDITIVE ALTERNATE #2

<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
10	Basketball Court (Half Court)				
	a.) 1.5" Bituminous Pavement Restoration 9.5mm Superpave Wearing Course	200	SY	\$ 18.00	\$ 3,600.00
	b.) 3.5" Bituminous Pavement Restoration 25mm Superpave Base Course	200	SY	\$ 25.00	\$ 5,000.00
	c.) 6" Subbase, No. 2A Limestone	35	CY	\$ 225.00	\$ 7,875.00
	e.) Half Basketball Court Complete Line Striping	1	LS	\$ 3,000.00	\$ 3,000.00
	f.) Complete Basketball Hoop Assembly	1	EA	\$ 5,250.00	\$ 5,250.00
	g.) 8' Chain Link Fence (Contingent Item)	85	LF	\$ 125.00	\$ 10,625.00

TOTAL ADD-ALT #2 CONTRACT NO. 2023-09: \$ 35,350.00

Bid Price In Words: Thirty five thousand three hundred fifty dollars and no cents.

*City of Johnstown
Honan Avenue Park Improvement Project
Contract No. 2023-09
Bid Schedule*

ADDITIVE ALTERNATE #5					
<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
8	Landscape				
	a.) Grass Restoration / Topsoil (4" Minimum)	450	SY	\$ 19.00	\$ 8,550.00

TOTAL ADD-ALT #5 CONTRACT NO. 2023-09: \$ 8,550.00

Bid Price In Words: Eight thousand five hundred fifty dollars and no cents.

- A. Unit Prices have been computed in accordance with paragraph 11.03.A of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

Material Alternate for Contract 2023-09 Base Bid - Storm Drainage

The Owner(s) reserve the right to replace bid items No. 9c, No. 9d, and No. 9h with bid items No. Alt-6 (b, c d, and i), below, which allows for rerouting the storm sewer system in lieu of connecting into CB 141. Bids may be evaluated & awarded using the Alternate Material bid item.

<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Alt-6	Storm Drainage				
	b.) Catch Basin Replacement	1	EA	\$ 2,600.00	\$ 2,600.00
	c.) 12" SLCPP Storm Line Replacement (All Depths)	235	LF	\$ 90.00	\$ 21,150.00
	d.) 2B Limestone Select Backfill	130	CY	\$ 53.00	\$ 6,890.00
	i.) Standard Precast Concrete Storm Sewer Manhole (Includes manhole frame and cover)	1	EA	\$ 3,200.00	\$ 3,200.00

**Contract 2023-09 Base Bid Subtotal MINUS Base Bid
Item No. 9c, No. 9d, and No. 9h PLUS Material Alternate
for Contract 2023-09 Base Bid = \$ 169,375.00**

Bid Price In Words: One hundred sixty nine thousand three hundred seventy five dollars and no cents.

- A. Unit Prices have been computed in accordance with paragraph 11.03.A of the General Conditions.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **90** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are to be completed and submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Project References;
 - C. Required Bidder Qualification Statement with supporting data
 - D. Non Collusion Affidavit of Prime Bidder
 - E. Certification of Non-Segregated Facilities and Illegal Alien Labor
 - F. Compliance Statement
 - G. Public Works Employment Verification Form
 - H. DCNR Grant Agreement & Nondiscrimination/Sexual Harassment Provisions Acknowledgement of Prime Bidder

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Berkebile Excavating Company, Inc.
P.O. Box 358
Tire Hill, PA 15959

SURETY (Name, and Address of Principal Place of Business):

United Fire & Casualty Company
118 Second Avenue, SE
Cedar Rapids, IA 52407-3909

OWNER (Name and Address):

City of Johnstown
401 Main Street
Johnstown, PA 15901

BID

Bid Due Date: January 25, 2024

Description (Project Name— Include Location):

Contract No. 2023-09

Honan Avenue Park Improvement Project

BOND

Bond Number: BIDBOND

Date: January 25, 2024

Penal sum Ten Percent of Bid Amount

\$ ----- 10% -----

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Berkebile Excavating Company, Inc (Seal)
Bidder's Name and Corporate Seal

United Fire & Casualty Company (Seal)
Surety's Name and Corporate Seal

By:

Todd J. Berkebile
Signature

By:

Russell W. Gibson
Signature (Attach Power of Attorney)

TODD J. Berkebile
Print Name

Russell W. Gibson
Print Name

Title

president

Attorney-in-Fact
Title

Attest:

[Signature]
Signature

Attest:

[Signature]
Signature

Title

Title: Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

RUSSELL W. GIBSON, INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 4th day of August, 2021

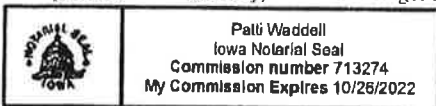


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 4th day of August, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 25th day of January, 2024



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Berkebile Excavating Co., Inc.

Address: PO Box 358

Tire Hill, PA 15959

2. SUBMITTED TO: City of Johnstown

3. SUBMITTED FOR: _____

Owner: City of Johnstown

Project Name: Honan Avenue Park Improvement Project

TYPE OF WORK: _____

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Tom McCombie

Title: project manager

Phone: 814-521-0706

Email: tom@berkebileexcavating.com

5. AFFILIATED COMPANIES:

Name: N/A

Address: _____

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: Pennsylvania State

Type of License: Contractor

License Number: PA048127

Jurisdiction: City of Johnstown

Type of License: contractor

License Number: 5743

8. CERTIFICATIONS

CERTIFIED BY: _____

Qualifications Statement

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Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Todd J. Berkebile

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Berkebile Excavating Co., Inc.

BY: Todd J. Berkebile

TITLE: President

DATED: 1/23/2024

NOTARY ATTEST: Amy Lynn Rouser

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 23rd DAY OF January, 2024

Commonwealth of Pennsylvania - Notary Seal
Amy Lynn Rouser, Notary Public
Somerset County
My commission expires May 13, 2024
Commission number 1298317
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC - STATE OF Pennsylvania
MY COMMISSION EXPIRES: May 13, 2024

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. ~~Audited balance sheet for each of the last 3 years for firm named in Section 1.~~
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
We can submit a complete list if we are low bidder.	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
Cat 330 BL Excavator		good	
Cat 329 Excavator		very good	
Komatsu 128 Excavator		very good	
Komatsu 128 Excavator		good	
Cat 312 Excavator		good	
Bobcat E45 Excavator		good	
Takeuchi 250 Excavator		good	
Cat D6R dozer (GPS)		good	
Komatsu D39 dozer (GPS)		very good	
Cat D4H dozer		good	
John Deere 450 dozer		good	
5 Tri-Axle dump trucks			
2 single axle dump trucks			
quite a bit more equipment			
NOTE: We own and operate the only permitted clean fill dump site in the area (excluding the cities).			

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Qualifications Statement

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 and American Society of Civil Engineers. All rights reserved.

**CERTIFICATION OF NON-SEGREGATED FACILITIES
& NON-EMPLOYMENT OF ILLEGAL ALIEN LABOR**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her 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, restrooms 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 explicitly directive or 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/she has obtained identical certifications from proposed subcontractors) prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he/she will retain such certifications in his/her files.

The Bidder further certified in accordance with Act 43 (PL May 11, 2006) that he/she shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien.

In the event that the Bidder

- a) Knowingly employs or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien; and

- b) The Bidder or any of its subcontractors are sentenced under Federal Law for an offense involving knowing use of labor by an illegal alien,

the Bidder shall be subject to penalty as prescribed in Pennsylvania Act 43 (PL May 11, 2006).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Date JAN 23, 2024

Berkebile Excavating Co., Inc.

(Name of Bidder)

Official Address

By [Signature]

(Signature)

(Including ZIP CODE):

PO Box 358

President

(Title)

Tire Hill, PA 15959

Employer Identification Number 25-1891272

I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods), I 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; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific periods of time).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Non-segregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S. C1001.

Date: January 23, 2024

Address: PO Box 358

Tire Hill, PA 15959

Zip Code


(Signature of Bidder or Prospective Contractor)

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES (DCNR)
GRANT AGREEMENT &
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE
ACKNOWLEDGEMENT OF PRIME BIDDER**

This Statement relates to a proposed contract with CITY OF JOHNSTOWN
(Name of Borrower or Grantee)

who expects to finance the HONAN AVENUE PARK IMPROVEMENT PROJECT
with assistance from the Commonwealth of Pennsylvania, Department of Conservation and
Natural Resources (DCNR). I am the undersigned bidder or prospective contractor.

I represent that I understand the provisions of the Commonwealth of Pennsylvania,
Department of Conservation and Natural Resources (DCNR) Community Program – Park
Rehabilitation and Development Keystone Recreation, Park and Conservative Fund,
between the Borrower/Grantee and DCNR as contained in the Contract Documents (Project
Manual) for this project. I agree to performing all activities authorized by this Grant and the
Borrower/ Grantee to be in accordance with applicable statutes, regulations, conditions,
directives, guidelines and such additional requirements as may be included in the agreement or
otherwise provided by DCNR. I acknowledge that this Grant is subject to all requirements set
forth in the agreement and further agree to comply with future requirements by DCNR as
necessary.

I further acknowledge the “Nondiscrimination/Sexual Harassment Clause” as stated in the grant
agreement, and included as an attachment to this Acknowledgement, and agree to comply to
these said provisions.

1/23/2024
Date

Todd J. Berkebile
Signature

Todd J. Berkebile - President
Name and Title

Berkebile Excavating Co., Inc.
Bidder Company Name

PO Box 358
Address

Tire Hill, PA 15959
City, State Zip

814-288-6648
Phone Number

todd@berkebileexcavating.com
Email Address

harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (8/2/18)