



FY 2020 DEMOLITION AND SITE CLEARANCE PROJECT 1

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 twenty-six (26) properties for demolition located in the City of Johnstown.

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

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

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

INVITATION FOR BID

To: Qualified Contractors

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

Date: October 15, 2020

Re: Invitation for Demolition bid

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

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

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

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

ADVERTISEMENT FOR BIDS

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

1. USE OF CONTRACT DOCUMENTS

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

2. INTERPRETATIONS OF ADDENDA

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

3. INSPECTION OF SITE

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

4. RELEASE OF BUILDINGS: SEQUENCE OF WORK

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

5. ALTERNATIVE BIDS

No alternative bids will be considered unless specifically requested.

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

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

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

Principals:

Name

Social Security Number

Home Address, including City, State and Zip Code

Firm:

Name

Treasury Number (FEIN)

City, State and Zip Code

6. BID GUARANTY

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

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

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

7. COLLUSIVE AGREEMENTS

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

8. STATEMENT OF BIDDERS QUALIFICATIONS

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

9. CORRECTIONS

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

10. TIME FOR RECEIVING BIDS

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

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACTS

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

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

14. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

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

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

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

15. WAGES AND SALARIES

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

16. EQUAL EMPLOYMENT OPPORTUNITY

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

17. ACCEPTANCE/REJECTION OF BIDS

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

SPECIAL CONDITIONS FOR DEMOLITION AND SITE CLEARANCE

1. DEMOLITION AREA:

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

2. TIME FOR COMPLETION:

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

3. RELEASE OF BUILDINGS

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

4. SCHEDULE OF BUILDINGS

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

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

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

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

5. LIQUIDATED DAMAGES

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

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

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

6. RESPONSIBILITIES OF CONTRACTOR

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

7. COMMUNICATIONS

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

to the contractor for such purpose.

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

8. WORK NOT INCLUDED IN CONTRACT

The following are not included in the contract:

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

9. CONTRACT DOCUMENTS AND SITE PLAN

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

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

SCHEDULE OF PROPERTIES TO BE DEMOLISHED/CLEARED

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

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

TECHNICAL SPECIFICATIONS

A. SCOPE

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

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

B. DEMOLITION

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

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

D. FILLS

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

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

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

E. DEBRIS REMOVAL

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

F. SIDEWALK OPENINGS

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

G. BARRIERS

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

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

H. TRAFFIC

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

I. CLEAN-UP

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

ATTENTION BIDDERS

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

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

REQUIREMENTS OF SUCCESSFUL BIDDING CONTRACTOR

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

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

Company Name: _____

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: _____, 201__

FEIN: _____ (Name of Company) _____

By: _____ Title: _____

Official Address Including Zip Code: _____

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

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Property Address	Description of Property	Tax Map Parcel #
236-238 Riley Place	2 story duplex brick structure with stone foundation	71-005.-417.000
242 Union Street	2 story single family stone & brick structure	71-003.-107.000
307-309 Morell Place	2 story duplex brick structure with stone foundation	71-005.-413.001
711 Cypress Avenue	2 story duplex wood sided structure with stone foundation	87-013.-307.000
768 Cypress Avenue	2 story single family wood structure with block foundation	87-016.-120.000
727 Park Avenue	2 story single family wood structure with stone foundation	87-005.-105.000
217-219 Rear Horner Street	2 story duplex brick structure with stone foundation	77-020.-220.000
730-732 Horner Street	2 story duplex wood sided structure with block foundation	77-007.-105.000
409 Linden Avenue	2 story single family wood structure with stone foundation	87-019.-122.000
508-510 Linden Avenue	2 story duplex wood structure with stone foundation	87-022.-121.001
704-706 Highland Avenue	2 story duplex brick structure with stone foundation	87-017.-303.000
708-710 Highland Avenue	2 story duplex wood structure with stone foundation	87-017.-304.000

709-711 Highland Avenue	2 story duplex wood structure with stone foundation	87-017.-216.000
709 Rear Highland Avenue	2 story single family wood structure with stone foundation	87-017.-216.001
720-722 Highland Avenue	2 story duplex wood structure with stone foundation	87-017.-307.000
110 Cooper Avenue	2 story duplex wood structure	91-002.-312.000
123-125 Cooper Avenue	2 story duplex wood structure	91-002.-103.000
246 Cooper Avenue	2 story single family wood structure	91-004.-127.000
334 Cooper Avenue	2 story single family wood structure	91-005.-128.000
343 Cooper Avenue	2 story single family wood structure	91-005.-204.000
347 Cooper Avenue	2 story single family wood structure	91-005.-206.000
5-7 Cleveland Street	2 story duplex brick structure with stone foundation	87-003.-108.000
21-23 Cleveland Street	2 story duplex wood sided structure with stone foundation	87-003.-105.000 87-003.-104.000
212 Wheat Street	2 story single family wood sided structure with stone foundation	87-018.-210.000
407 Russell Avenue	2 story single family wood structure with stone foundation	87-021.-110.000

816 Coleman Avenue	2 story single family wood structure with stone foundation	87-004.-111.000
--------------------	------------------------------------------------------------	-----------------

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 if 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.

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

Dated this _____ day of _____, 20__.

By:

Title:

State of _____ }
County of _____ } s.s.

_____ being duly sworn, deposes and says that he is the _____ of

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

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission Expires:

**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 ,2020.
- B. The work on the above site shall be fully completed within ninety (120) consecutive calendar days from the effective date of the aforesaid Notice to Proceed.

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

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

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

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

V. **GENERAL PROVISIONS**

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

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

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

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

WITNESS:

CONTRACTOR:

Secretary

By: _____
Contractor

Title: _____

ATTEST:

THE CITY OF JOHNSTOWN:

By: _____
City Manager

