#### CITY OF JOHNSTOWN CAMBRIA COUNTY, PENNSYLVANIA RESOLUTION NO. 10302

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA RATIFYING THE DECLARATION OF DISASTER EMERGENCY EXECUTED BY THE MAYOR AND CITY MANAGER ON FRIDAY, MARCH 20, 2020, AND AUTHORIZING A CONTINUANCE AND RENEWAL OF THE DECLARATION OF DISASTER EMERGENCY CONSISTENT WITH THE EXTENSION OF THE PROCLAMATION OF DISASTER EMERGENCY BY THE PENNSYLVANIA GOVERNOR.

WHEREAS, the World Health Organization and the Center for Disease Control and Prevention have declared COVID-19 "a public health emergency as an international concern" and the U.S. Department of Health and Human Services Secretary has declared that COVID-19 creates a public health emergency; and

WHEREAS, on March 6, 2020, Governor Tom Wolf issued a Proclamation of disaster emergency stating, in part that it is critical to prepare for and respond to suspected and confirmed cases in the Commonwealth and to implement measures to mitigate the spread of COVID-19; and

WHEREAS, on March 20, 2020, the Mayor of the City of Johnstown and the Interim City Manager issued a Proclamation declaring the existence of a State of Emergency within the City of Johnstown pursuant to the provisions of the Emergency Management Services Code (35 Pa. C.S. §§ 7501 et seq., as amended), the provisions of the Third Class City Code of the Commonwealth of Pennsylvania (11 Pa. C.S.A. § 11203), and pursuant to Chapter 248 of the Code of the City of Johnstown, which was subsequently ratified by the City of Johnstown City Council; and

WHEREAS, on June 3, 2020, Governor Tom Wolf extended the Proclamation of disaster emergency for a period extending ninety days; and

WHEREAS, the Pennsylvania Emergency Management Services Code authorizes a Proclamation of disaster emergency to be extended beyond a period of 90 days when such Proclamation has been so extended by the Governor;

NOW, THEREFORE, BE IT RESOLVED, that the Declaration of a State of Emergency within the City of Johnstown executed by the Mayor and the Interim City Manager on Friday, March 20, 2020, and ratified by City Council on April 1, 2020, is hereby extended for a period of ninety days.

ADOPTED:

By the following vote~

Yeas:

Nays:

Frank J. Janakovic, Mayor

Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10302 as the same was adopted by the City Council of the City of Johnstown, Pennsylvania.

Nancy J Cushing, City Clerk



### Covernor's Office

## AMENDMENT TO PROCLAMATION OF DISASTER EMERGENCY

June 3, 2020

WHEREAS, on March 6, 2020, I declared a disaster emergency due to the coronavirus disease 2019 (COVID-19) pandemic that is devastating the country, including the Commonwealth of Pennsylvania and its citizens;

WHEREAS, my Proclamation of Disaster Emergency of March 6, 2020, will automatically expire on June 4, 2020, unless renewed by Amendment;

WHEREAS, as of June 3, 2020, 72,894 persons have tested positive or meet the requirements to be considered as presumed probable cases for COVID-19 in the Commonwealth in all 67 counties, and 5,667 persons are reported to have died from the virus; and

WHEREAS, the COVID-19 pandemic continues to be of such magnitude or severity that emergency action is necessary to protect the health, safety and welfare of affected citizens in Pennsylvania.

NOW THEREFORE, pursuant to the provisions of section 7301(c) of the Emergency Management Services Code, 35 Pa. C.S. §7301(c), I do hereby order and direct as follows:

- 1. The Proclamation of Disaster Emergency of March 6, 2020, is renewed for a period of ninety days, and shall continue to apply to the Commonwealth of Pennsylvania.
- 2. All directives, authorized actions and provisions of the March 6, 2020, Proclamation of Disaster Emergency shall remain in full force and effect until either rescinded by me or terminated by law.

Governor

This Proclamation Amendment shall take effect immediately.



GIVEN under my hand and the Seal of the Governor, at the city of Harrisburg, on this third day of June two thousand twenty, the year of the commonwealth the two hundred and forty-fourth.

#### CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA RESOLUTION NO. 10303

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE CAMBRIA COUNTY COMMISSIONERS OFFICE FOR THE PROVISION OF GEOGRAPHIC INFORMATION SERVICES AND RELATED DATA.

WHEREAS, the City has a need for access to geographic information services; and

WHEREAS, the County of Cambria maintains a department that provides Geographic Information Services and has access to specialized Geographic Information Services data that can provide the support required by the City; and

WHEREAS, the City's Geographic Information Service needs do not rise to a level sufficient to establish operations or staffing for the provision of such services within the City itself; and

WHEREAS, the City's Administration has determined that the most desirable means of obtaining Geographic Information Services is via an agreement to be entered with the County of Cambria in accordance with the attached fee schedule and agreement;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to execute on behalf of the City of Johnstown an agreement with the Cambria County Commissioners for purposes of the provision of Geographic Information Services in accordance with the County's established fee schedule.

ADOPTED:

June 10, 2020

By the following Vote:

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

Nays: None (0)

Frank J. Janakovic, Mayor Marie Mock, Deputy Mayor

#### ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10303 as the same by the City Council of the City of Johnstown, Pennsylvania.

Mancy J. Cushing, City Clerk

# City of Johnstown GIS Services Memorandum of Agreement

### **Intergovernmental Service Agreement**

This Agreement is made, this the day of 2020, by and between the Cambria County Commissioners Office (hereinafter "County") and the City of Johnstown (hereinafter "City") as follows:
WITNESSETH:
WHEREAS, the City the has a need for access to Geographic Information Services (GIS); and
WHEREAS, the County maintains a department that provides GIS Services; and
WHEREAS, the County has access to specialized GIS Data that Services that can support the City with their needs; and
WHEREAS, the City's GIS needs are not enough to require hiring a staff member to complete these duties; and
NOW, THEREFORE, BE IT AGREED, for the purposes of documentation, the City agrees to pay the County at the attached fee schedule for GIS Services as are requested at the direction of the Director of DCED for the City of Johnstown and/or his designee.
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.
By:
Tom Chernisky, Cambria County President Commissioner
By: Frank Janakovic, City of Johnstown Mayor
,vj v

#### Cambria County GIS Fee Schedule

#### Print rates per page

\$0.50 8.5"x11"

plain paper no background images

\$2.00 8.5"x11"

plain paper with background image/map

\$10.00 24"x36"

plain paper

\$30.00 24"x36"

photo paper

Digital output (pdf) of the map product is 50% of the cost listed above per page

#### Service rates

\$40.00/hr

Custom Cartographic Production (nonstandard map)

\$65.00/hr

GIS analysis/processing

\$85.00/hr

Project development (database, GIS tool/function design, web project, mission plan,

etc.)

\$100.00/hr

Data Acquisition-Street/Interior data collection per unit deployed\*

\$160.00/hr

Data Acquisition-Aerial data collection per unit deployed\*

#### Partnership hosting\*1

\$1200.00/yr Dedicated group within GIS server

Site role per user account:

\$200.00/yr Editor

\$350.00/yr

Field Worker

\$500.00/yr

Creator

#### GIS data rates\*2

\$700.00

GIS Data per layer full county coverage

\$1.00

GIS Data per square mile/project area rates

\$500.00

Assessment records full county coverage

\$0.01

Assessment record, per record matched to parcels within project area

<sup>\*</sup> Additional rates may apply per mission/deployment

<sup>\*1</sup> Additional hosting rates may apply with additional services/functions/storage fees

<sup>\*2</sup> GIS data or service exchange to reduce or waive fees is negotiable per project or request. All rates will be billed in full plus 25% if exchange is not completed within 30 days of project completion.

#### CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA **RESOLUTION NO. 10304**

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO SOLICIT PROPOSALS FOR ENGINEERING SERVICES FOR THE DEVELOPMENT OF ON-STREET BICYCLE- PEDESTRIAN SECTIONS OF THE PATH OF THE FLOOD TRAIL TO CONNECT AND COORDINATE WITH THE SEPTEMBER 11TH NATIONAL MEMORIAL TRAIL WITHIN SPECIFIED SECTIONS OF THE CITY OF JOHNSTOWN.

WHEREAS, the City has identified a project within the Johnstown Urban Connectivity Plan (JUCP) which contains 3 of 6 segments requiring the development of on-street bicycle-pedestrian sections of the path of the flood trail to coordinate with the September 11th National Memorial Trail via walking, bicycling, and driving routes: and

WHEREAS, the attached Request for Proposals seeks Engineering and Design Drawing and Specifications for construction documents relative to Sections 1, 3 and 5 of the 6 segments of the Path of the Flood Trail identified within the JUCP, as further described and specified therein;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to solicit proposals as applicable for Engineering Services related to the development of construction documents for on-street bicycle-pedestrian sections of the Path of the Flood trail to connect and coordinate with the September 11th National Memorial Trail through specified sections of the City of Johnstown.

ADOPTED:

June 10, 2020

By the following Vote:

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

Nays: None (0)

Frank J. Janakovid, Mayor Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10304 as the same by the City

Council of the City of Johnstown, Pennsylvania.

# REQUEST FOR PROPOSALS

# Path of the Flood Trail Engineering Services

**RFP – June 2020** 

CITY COUNCIL OF THE CITY OF JOHNSTOWN

#### **PROCEDURE**

#### ORIGINAL PROPOSAL AND COPIES

The proposal must contain the completed "Vendor Information" and "Non-collusion affidavit" pages provided within this RFP. The vendor must submit **one hardcopy Original Proposal and one digital version** to the City of Johnstown. All proposals must include a detailed budget narrative.

#### PREPARATION OF PROPOSALS

Proposals <u>must</u> be placed in a sealed envelope and marked:

#### "Path of the Flood Trail Engineering Services"

The name and address of the vendor must be marked on the sealed envelope.

#### **DELIVERY OF PROPOSALS**

Proposals must be received in the City of Johnstown's Office at 401 Main Street, Johnstown, PA, 15901, no later than June 30, 2020 at 12:00 PM.

#### **INQUIRIES AND ADDENDA**

Should the vendor find any discrepancies in, or omissions from the Request For Proposal, or should there be any doubt as to meaning or interpretations, or need clarification, he/she should at once notify John Dubnansky by e-mail at jdubnansky@cojtwn.com. The City of Johnstown will not be responsible for any oral instructions.

#### **DUTY OF VENDOR TO MAKE NECESSARY INVESTIGATIONS**

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City that the vendor will rely upon. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not be a basis for any claim whatsoever for any monetary consideration on the part of the successful vendor.

#### EXPENSES INCURRED IN PREPARING PROPOSAL

The City of Johnstown accepts no responsibility for any expense incurred by the vendor in the preparation and presentation of a proposal and any such expenses are to be borne exclusively by the vendor.

#### RIGHT TO ACCEPT OR REJECT PROPOSALS

The City of Johnstown reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to accept any proposal, which is deemed most favorable to the City.

#### **CHOICE OF LAWS**

Any contract awarded shall be adjudicated, governed, and controlled in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Pennsylvania.

#### TERM OF CONTRACT

The duration of any contract awarded is anticipated to commence upon the date an agreement is entered with the City of Johnstown and conclude upon completion of services as outlined in the scope of work. The City reserves the right to renew the contact for one additional year at an agreed upon payment schedule with the selected contractor.

#### PROCESS BY WHICH THE CONTRACT SHALL BE AWARDED

This contract will be awarded to the contractor judged to provide the best value. The terms of any contract may be subject to negotiation subsequent to the receipt of proposals. Proposals will be evaluated on the basis of the following:

- 1. Compliance with specifications and production of required and supporting documentation.
- 2. Ability of contractor to responsibly and reliably perform contract requirements.
- 3. Cost of service.
- 4. Ability to negotiate terms of a contract acceptable to the City of Johnstown.
- 5. Ability to complete all contracted work tasks.
- 6. Experience of the assigned contract staff.

#### SPECIFICATION OF SERVICE

#### **OBJECTIVES OF THE SERVICE**

The City of Johnstown is seeking engineering and design drawings and specifications for construction documents on three of the six sections of the Path of the Flood Trail as outlined in the scope of work

#### **SCOPE OF WORK**

#### Background

The September 11th National Memorial Trail will connect the three sites where lives were lost in the worst terrorist attack on the United States in 2001. These sites, the September 11th National Memorial in New York City, the Pentagon Memorial near Washington, DC, and the Flight 93 National Memorial near Shanksville, PA, are being connected with walking, bicycling and driving routes. The section from Flight 93 to New York will go through downtown Johnstown and use the local Path of the Flood Trail from downtown to the Johnstown Flood National Memorial.

This project will develop on-street bicycle-pedestrian sections of the Path of the Flood Trail from downtown Johnstown to just below Staple Bend Tunnel (America's oldest railroad tunnel and a unit of Allegheny-Portage Railroad National Historic Site). The Johnstown Urban Connectivity Plan (JUCP) defined six segments of the Path of the Flood. This RFP seeks engineering and design drawings and specifications for construction documents on only three of the six sections, Sections 1, 3 and 5, which are described in detail below and shown on the maps that are attachments to this RFP scope. In various locations, coordination will be needed with the City of Johnstown and/or PennDOT to gain the necessary approvals for curb cuts, crosswalks, pedestrian-crossing signals, and on-street signage and striping. In many locations on streets with high vehicular traffic counts, pedestrian crossings should be enhanced with highly visible, durable, wide Continental Style crosswalks, and "Share the Road" signage should be prominent and include the use of "Sharrows" on traffic lanes.

#### A detailed description of the project follows.

**Section 1** Develop on-street improvements and signage starting at the southeast end of the off-road Cambria Iron Trail, which includes a historic footbridge from Cambria City National Historic District. Appropriate landscaping, highly visible, durable crosswalks, curb cuts, share-the-road signage and "Sharrows" or share-the-road arrows on pavements are to be included in the engineering and design drawings and specifications throughout.

#### Section 1 includes the following:

- At the south end of the Cambria Irion Trail, develop a bike-ped crossing of Johns Street to River Avenue.
- Remove all or part of a wall along Johns Street and make other modifications to River Avenue to convert it for bike-ped use as an off-road trail from Johns Street to Walnut Street, including landscaping and groundwater infiltration as needed.
- Design a short spur from River Avenue to the historic Pennsylvania Railroad Station, now the Amtrak station in downtown, including a crosswalk on Walnut Street to the station entrance.

- Continue two-way bike-ped improvements and signage at the Walnut Street Bridge with highly visible, durable crosswalks especially at the intersection with Washington Street by the Johnstown Flood Museum.
- Continue two-way bike-ped improvements and signage on Walnut Street to Locust Street and on Locust Street to Gazebo Place at Central Park.
- Continue one-way bike-ped improvements and signage on Locust Street to Clinton Street, and on Gazebo Place and Main Street to Clinton Street.
- Continue two-way bike-ped improvements and signage on Clinton Street to Washington Street, where the bike-ped route meets the improvements in design as part of the Iron to Arts Project (Section 2) on Washington and Clinton Streets to the Pasquerilla Bridge or Phoebe Court.

(Length 4,636', 0.9 mile)

Section 2, The Iron to Arts Project, is not part of this RFP; it is being developed by Cambria County Redevelopment Authority. The Iron to Arts Project will develop a park, a wall and on-road trail improvements on much of Washington and Clinton Streets in the downtown past Gautier Steel Co. and over the Pasquerilla Bridge. Section 1 overlaps slightly with Section 2 on parallel downtown streets (Washington and Clinton).

(Length 4,068', 0.77 mile)

Section 3 Build on-street bike-ped features from the Pasquerilla Bridge (Phoebe Court), through the existing Maple Avenue pedestrian tunnel or underpass of the Norfolk-Southern Main Line railroad, and on Plum Street, a low-density street in the Upper Woodvale neighborhood with a few houses on one side and, on the other side, a wide, grassy area separating the street from the Norfolk-Southern Railroad. The engineering and design drawings and specifications here should include the following:

- Appropriate landscaping, highly visible, durable crosswalks, curb cuts, share-the-road signage and "Sharrows" on pavements on Maple Avenue and the Pasquerilla Bridge.
- Landscaping approaching and on both sides of the underpass.
- Surface improvements to the floor, ceilings and walls, and low-cost lightning in the underpass.
- Surface improvements, signage, stormwater management and landscaping on Plum Street to where the paved street meets a dirt/gravel surface that is the start of the off-road trail recently built by Conemaugh Valley Conservancy.

(Length 4,400', 0.83 mi.)

**Section 4** This section was recently constructed as the off-road trail mostly on an old trolley line from Upper Woodvale through woods to East Conemaugh Borough. The only work to be done in this grant on Section 4 is the installation of one or two interpretive signs, which will be designed by project partners.

(Length 3,811', 0.72 mi.)

**Section 5** Within this section several items need addressed including surface improvements, curb cuts, storm water infiltration, bicycle-safe inlet grates, share-the-road signage and "Sharrows" on pavements, visible crosswalks, and landscaping where feasible in East Conemaugh and Franklin Boroughs on the following streets:

- Cambria Street, Chestnut Street, Quince Street, Railroad Street and Davis Street in East Conemaugh Borough.
- The Michael Strank Bridge from East Conemaugh Borough into Franklin Borough.
- Franklin Street, Main Street, and Spruce Street or, Franklin Street, Main Street, Beiter Alley or on the former Franklin School property, Wilson Street, an unnamed alley, Franklin Borough property, Main Street and Spruce Street.

(Length 7,418', 1.4 mi.)

**Section 6** This existing, 6-mile, off-road trail from Pershing Street to the trailhead near Franklin ballfield through Staple Bend Tunnel to South Fork, where CCCRA is constructing an extension virtually to the Johnstown Flood National Memorial with DEP mine-reclamation funds.

Throughout the project areas, appropriate directional signage and traffic-control signage such as stop signs and share-the-road signage should be added or improved as needed.

#### **Interpretive Signs and Wayfinding Kiosks**

An interpretive plan will be developed by project partners. At least five (5) interpretive signs will be designed and manufactured by others outside of the RFP process. The partners will recommend locations for these signs. In addition, the JUCP proposes locations for kiosks to orient visitors to their current location and amenities and services along the trail network. The locations for interpretive signs and kiosks will be reviewed and discussed with the contractor chosen by this RFP to determine the final locations. Installation of the interpretive signs and kiosks should be included in the design and engineering drawings for the construction phase of the project.

#### <u>IMPLEMENTATION TIME FRAME</u>

An award of this project is expected to be made to the contractor by July 15, 2020, with work beginning shortly after. This contract will end upon completion of services as outlined in this scope of work unless the City provides an extension, in writing, to the contractor.

#### BUDGET

The contractor must provide to the City of Johnstown the requested services within their proposal price breakdown. The contractor will submit to the City a monthly invoice for payment. The cost provided must be comprehensive of all costs associated with services provided.

#### **CONTRACTOR DELIVERABLE IN RESPONSE TO THIS RFP**

Each proposal sent to the City in response to this RFP should include:

- A detailed budget narrative.
- Examples of similar work the contractor has completed in the last five years.
- Experience of the assigned contractor staff.
- A signed contract with a section for the City to sign and accept the provided work proposal.
- A completed Vendor Identification sheet.

### **VENDOR INFORMATION**

VENDOR NAME (PRINTED):	
ADDRESS:	
PHONE NUMBER:	
AUTHORIZED SIGNATURE:	
NAME (PRINTED):	
TITLE:	