

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10334

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, APPROVING THE NEW INVESTMENT POLICY STATEMENT FOR THE CITY OF JOHNSTOWN COMBINED PENSION FUND AND AN AMENDMENT TO THE POLICY TO ADDRESS THE DEPOSIT AND PERIODIC, 24 MONTH INVESTMENT OF THE CONTRIBUTION OF \$19,000,000 AS A RESULT OF THE SALE OF THE SEWER CONVEYANCE SYSTEM TO THE GREATER JOHNSTOWN WATER AUTHORITY.

WHEREAS, the Pension Committee has agreed to a New Investment Policy Statement and corresponding amendment to the Policy to address the contribution of \$19,000,000 resulting from the sale of the City of Johnstown Sewer Conveyance System; and

WHEREAS, the New Investment Policy Statement and corresponding amendment have been agreed to and approved by the Pension Committee and distributed to Council, and reflect the following, in pertinent part:

1. A long-term strategic asset allocation target for the Combined Pension Fund of 47.5% to U.S. Equity, 12.5% to non-U.S. Equities, and 40% to U.S. fixed income;
2. An initial deposit of the full contribution of \$19,000,000 into the C.S. McKee fixed income account of the Pension Fund, to be followed by a periodic transfer of the amount of \$475,000 per month from the C.S. McKee fixed income account to equity investments, for a period of 24 months, in accordance with the above-referenced allocation target

WHEREAS, the City Council desire to approve and hereby adopt the New Investment Policy Statement and Policy Amendment as described herein;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Pennsylvania, adopts the New Investment Policy Statement and the Amendment to the Policy as described above.

ADOPTED:

October 14, 2020

By the following vote:

Yeas: Rev. King, Mrs. Mock, Mr. Arnone, Mr. Britt, Mayor Janakovic. (5)

Nays: None (0)

Abstain: Mr. Vitovich, Mr. Capriotti. (2)



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. **10334** as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk

# **City of Johnstown Combined Pension Plan**

## **Investment Policy Statement**

## Introduction and Purpose

The City of Johnstown Combined Pension Plan is the aggregation of the City's Pension Plans, which includes the Police Pension Plan, Fireman's Pension Plan, Non-Uniformed Pension Plan and Bureau of Sewage Pension Plan (the "Plan"). The purpose of the Plan is the accumulation of reserves exclusively for the benefit of the members and beneficiaries of members of the Plan for the payment of retirement benefits as defined in the Plan Documents. The Plan is administered by a Pension Committee ("Committee") comprised of a combination of City employees and City Council appointments. City Council must ratify the actions of the Committee with respect to binding contracts and significant policies, such as changes to Investment Policy Statement or changes to the asset allocation policy.

The Plan is governed by various acts enacted by the Commonwealth of Pennsylvania, including PA Act 205. The Plan is also governed by implementing regulations adopted by the Public Employee Retirement Commission published at Title 16, Part IV of the Pennsylvania Code. The City is governed by the Pennsylvania Third Class City Code and then amended by the City's Home Rule Charter. The Police Pension Plan, Fireman's Pension Plan, Non-Uniformed Pension Plan and Bureau of Sewage Pension Plan are locally controlled by Ordinances and affected by the provisions of collective bargaining agreements. The City of Johnstown is currently operating under a Recovery Plan pursuant to the Municipalities Financial Recovery Act.

This Investment Policy Statement reflects the investment process deemed appropriate and prudent under state law. The Investment Policy Statement shall be applied and interpreted in accordance with the requirements of Chapter 73, the Probate, Estates and Fiduciaries Code, 20 Pa. C.S. 7301-7319. Plan representatives and service providers shall act as a fiduciary with respect to the Plan assets held in trust for the exclusive benefit of Plan participants and beneficiaries. The Plan intends to follow guidelines of prudence, due diligence, diversification, and other applicable fiduciary requirements for the investment of assets.

This Investment Policy Statement has been adopted to set forth the investment objectives and goals of the Plan and to establish guidelines for the implementation of the investment objectives and goals. The Investment Policy Statement is intended to:

- Document the policies and procedures for the investment of assets;
- Provide investment managers with guidelines for the investment of assets; and
- Set out a framework to monitor and evaluate investment performance

Within this framework, the Plan seeks to optimize the total return of the investments through a policy of diversified investments to achieve reasonable rates of return within a parameter of prudent risk, as measured on the total portfolio. The achievement of this goal will help accomplish the efficiency of Plan contributions, which include Pennsylvania State Aid, employee and City contributions. Investment returns are expected to be a critical element of funding future liabilities and improving the funding status of the Plan.

## **Responsibilities**

City Council is responsible for establishing and maintaining broad policies and objectives for all aspects of the Plan. City Council is advised by the Pension Investment Committee. The City Manager (“Administrator”) will act as an authorized representative of the Committee when the Committee is not in session to address issues that require attention before a scheduled meeting can occur. The Administrator will act as the primary contact for the Plan.

Investment managers may be appointed to invest part or all of the assets of the Plan. Each investment manager appointed by Council shall maintain registration as an investment advisor under the Investment Advisers Act of 1940, or be a bank or insurance company with duly authorized investment authorities. Each investment manager shall acknowledge their fiduciary duty to the Plan. Investment managers shall invest and manage Plan assets consistent with the duties, responsibilities and guidelines detailed in any specific investment manager agreement and this Investment Policy Statement. Investments made by the Plan may include pooled funds.

The Committee may retain an investment consultant to assist with the investment policy, asset allocation and with the selection of investment managers. The investment consultant shall also monitor, evaluate and report on the performance of the investment managers and total Plan. The investment consultant shall evaluate and make recommendations as needed, on other areas of Plan investment.

A custodian will physically (or through agreement with a sub-custodian) maintain possession of securities owned by the Plan, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of custodian accounts.

## **Investment Objectives**

The investment objective of the Plan is to balance the long-term desire to earn at least the assumed actuarial rate of return with the short-term need to provide an adequate degree of liquidity to cover any needs of the Plan. The intent is to satisfy these investment objectives and optimize total return within acceptable risk parameters through a policy of diversification of assets. The funding obligations of the Plan are long term in nature. The investment of Plan assets is to provide for the payment of benefit obligations and expenses in perpetuity. The investment guidelines are based on a long-term investment objective, and interim fluctuations should be viewed from this perspective.

The following performance measures will be used as objective criteria for evaluating the effectiveness of the Plan:

### **Total Fund Performance**

- The performance of the portfolio will be compared to the return of a blended market index, based on the target asset allocation of the Plan (referred to as the Policy Index) and comprised of commonly accepted benchmark indexes appropriate for the asset classes utilized. The objective is a return of the total portfolio that will equal or exceed the Policy Index over a market cycle of three to five years.

- On a relative basis, it is expected that the total portfolio performance will rank in the top 50<sup>th</sup> percentile of the appropriate peer group universe over a market cycle of three to five year times.
- On an absolute basis, the objective is that the return of the total portfolio that will meet or exceed the Plan's actuarial interest rate assumption. This absolute return objective should be viewed with appropriate perspective and performance evaluated in the context of the prevailing or changing market conditions. This return objective should generally be evaluated over a longer-term period of ten years or greater.

Individual investment performance objectives and related guidelines may be established for individual investment managers. Any said objectives and guidelines shall be set forth in an Addendum to the Investment Policy Statement and shall be considered to be part of the Investment Policy Statement.

### **Total Plan Risk**

- Risk (i.e., the uncertainty of future events), the possibility of loss in purchasing power (due to inflation), and volatility (i.e., the potential for variability of asset values) are present in varying degrees in all types of investments. Interim fluctuations in market value and return are tolerated in order to achieve the long-term objectives. The long-term objectives of the Plan cannot be achieved without incurring a certain amount of principal volatility.
- Risk shall be measured by standard deviation. Risk should generally be commensurate with the return achieved and with the target asset allocation of the Plan.

### **Asset Allocation**

The asset allocation represents the long-term target for the total investment portfolio. Allocation ranges have been provided to allow for reasonable fluctuations in the market value of the assets. The assets of the Plan shall be allocated and invested in following asset classes in accordance with the specific targets and ranges:

<b>Asset Class</b>	<b>Target</b>	<b>Range</b>	<b>Benchmark</b>
Domestic Equity	47.5%	42.5% - 62.5%	Russell 3000
International Equity	12.5%	7.5% - 17.5%	MSCI ACWI ex US or MSCI EAFE
Domestic Fixed Income	40%	20% - 50%	Bloomberg Barclays Intermediate Gov't/Credit
Cash	0%	0% - 5%	90 Day US Treasury Bill

The above asset allocation represents the strategic asset allocation of longer-term investments of the Plan. The consultant and Committee will monitor the aggregate asset allocation of the portfolio, and if the allocation of an asset class falls outside of its allowable range, barring extenuating circumstances such

as pending cash flows or allocation levels viewed as temporary, the asset allocation will be rebalanced into the allowable range. The Committee does not intend to exercise short-term changes to the target allocation. Cash held for purposes of satisfying short-term benefit obligations, generally considered twelve months or less, may be allocated and considered separate from the long-term asset allocation strategy listed above.

These investment guidelines represent objectives for all investment assets of the Plan. If investment managers are retained by the Plan to manage only a specific portion(s) of the assets, they will be provided an Addendum to this policy that includes specific investment objectives that apply solely to the assets under their discretionary management.

## **Investment Guidelines**

### **General Guidelines**

All investments shall be consistent with the Investment Policy Statement. Investment managers are fiduciaries with discretion to select individual securities subject to the guidelines and restriction of the Investment Policy Statement. Investment managers are expected to maintain a close to fully invested portfolio. Authorized investments may be made by investment in a pooled fund, such as a mutual fund. The Plan is a tax-exempt entity; investments should be managed without consideration of taxes.

### **Authorized Investments**

Unless otherwise specifically stated in a manager Addendum, separate account investment managers may invest and reinvest the assets in a diversified portfolio of fully negotiable, US dollar denominated fixed income, equity and money market securities provided they meet the following criteria.

#### **Domestic Equity Investment Manager Guidelines**

- Permissible investments include: common stock, ADRs, preferred stock, convertible securities, and pooled vehicles as defined under the Pooled Investment Funds section of the policy.
- Equities shall be traded on a national exchange or electronic network and have adequate market liquidity relative to the size of investment.
- An equity portfolio shall be well-diversified to avoid any undue exposure to any single industry or economic sector.
- Economic sector weightings of an equity portfolio shall not exceed the greater of 2.5 times the appropriate equity benchmark sector weighting valued at market or 15% of the equity portfolio.
- No more than 7.5% of an equity portfolio valued at market may be invested in the common stock, capital stock or convertible stock of any one corporation.
- Equity investments shall not exceed 5% of the total market capitalization in any one company.

#### **International Equity Investment Manager Guidelines**

- Investment in shares issued by companies outside the United States will be limited to securities of foreign corporations traded on a domestic national exchange or electronic network as well as US dollar denominated mutual/commingled investment funds.
- It is expected that an international equity portfolio will be prudently diversified by industry and sector, market capitalization, region, and country. While there are no percentage limits with

regard to country weightings, the investment manager should use prudent investment judgment under the circumstances.

- Economic sector weightings of an equity portfolio shall not exceed the greater of 2.5 times the appropriate equity benchmark sector weighting valued at market or 15% of the equity portfolio.
- No more than 7.5% of an equity portfolio valued at market may be invested in the common stock, capital stock or convertible stock of any one corporation.
- Equity investments shall not exceed 5% of the total market capitalization in any one company.

### **Fixed Income Investment Manager Guidelines**

- Permissible investments include: U.S. Treasury (including TIPs) and agency, asset backed, mortgage backed, CMO's, corporate bonds and pooled vehicles as defined under the Pooled Investment Funds section of the policy.
- Excluding U.S. Government obligations, fixed income issues shall be diversified by issuer type and may not exceed more than 5% of the outstanding securities of any one issuer.
- Excluding U.S. Government obligations, no more than 5% of the fixed income portfolio may be invested in the securities of any one issuer.
- All fixed income securities should be readily marketable with significant trading volume in relation to issues outstanding.
- Any individually held fixed income securities must be rated "investment grade" or better by at least one nationally recognized rating services at the time of purchase.
- The weighted average duration of the fixed income portfolio should not exceed 125% of the designated benchmark duration.

### **Cash/Cash Equivalent**

- Money market or Short-Term Investment Fund options offered by the Plan custodian.
- High quality money market mutual funds, which invest in investment grade money market instruments rated A1 or its equivalent by a major rating agency.
- Direct obligations of the United States Government with a maturity of one year or less.

### **Pooled Investment Funds**

Investments made by the Plan may include pooled funds. For purposes of this policy pooled funds may include, but are not limited to, mutual funds, collective investment trusts, exchange-traded funds and limited partnerships. Pooled funds may be governed by separate documents which may include investments not expressly permitted in this Investment Policy Statement but that are consistent with the long-term objectives of the Plan. The Plan cannot impose specific investment objectives and guidelines on a pooled fund. In the event of investment by the Plan into a pooled fund, the prospectus or governing policy of that pooled fund, as updated from time to time, shall be treated as an addendum to this Investment Policy Statement. To the extent possible, the investment consultant shall periodically review with the Committee any material changes in the prospectus or governing policy of a pooled fund.

### **Passive Strategies**

Passive/index strategies selected by the Committee (if any) are expected to match the return and risk profile (as measured by the standard deviation) of their appropriate benchmarks.

### **Prohibited Investments**

No investment shall be permitted unless specifically allowed in this Investment Policy or in an Addendum to this Investment Policy, including:

- Commodities or other commodity contracts
- Futures, options, margins, warrants and short sale transactions
- Margin purchase or use of leverage
- Derivatives
- Private Placements
- Direct purchase of real estate and limited partnerships not advised by a registered investment advisor
- Hedge Funds or Venture Capital
- Letter stock and other unregistered securities
- Non-marketable securities
- Prohibited Transactions under ERISA

### **Total Plan**

Total Plan equity shall not exceed 70% of total Plan market value.

### **Responsibilities of the Investment Manager**

#### **Investment Manager Variances from Investment Guidelines**

If any of the investment guidelines applicable to an investment manager are violated, the investment manager shall return the portfolio to compliance with the guidelines within a reasonable period of time and in a manner consistent with its fiduciary obligations. If the investment manager determines that this would be inconsistent with its fiduciary obligations, it shall promptly notify the Committee.

An Investment manager may request that the Committee approve a variance from the investment guidelines as necessary for the manager to carry out its investment strategy, provided the same complies with applicable law. Any variance shall be set forth in an Addendum to the Investment Policy Statement.

#### **Proxy Voting**

Investment managers shall vote or appropriately delegate the authority to vote any and all proxies solicited in connection with securities held by the Plan. Upon request, investment manager shall produce a written proxy voting policy statement, and shall keep records with respect to its voting decisions and submit an annual report summarizing votes cast upon request. Voting of proxies must be done solely in the interests of the participants and beneficiaries.

#### **Trading**

When feasible and appropriate, all securities shall be competitively bid. Except as otherwise required by law, the most economically advantageous bid shall be selected. Commission paid for purchase of



securities must meet the prevailing best-execution rates. The responsibility of monitoring best price and execution of trades is placed on the investment managers on behalf of the Plan.

### **Reports and Communications**

An investment manager shall report any significant development or matter related to its business or its management of Plan assets to the Committee and investment consultant. Such communications shall include, but not be limited to:

- Any significant development in the investment manager's business operations or organization shall be reported immediately following the development, including any significant changes in ownership or organization, any loss of key personnel (portfolio team or senior management), any significant change in assets under management (strategy or firm level), any significant change in financial conditions, and any investigations of violations of ERISA or other applicable law.
- Any significant changes in investment strategy, portfolio structure or risk posture shall be reported prior to implementation.
- Any material violations of the Investment Policy Statement or investment management agreement or deviations from the investment guidelines shall be reported immediately.

Any such report shall be made in writing and include an explanation of the anticipated impact on the investment manager's ability to continue to provide the same style and types of investment management services as initially requested by the Plan.

On a quarterly basis, or upon request, investment managers shall deliver a report detailing performance for the quarter, portfolio analysis and any major changes to economic outlook, investment strategy, or any other factors, which may have a material impact on their portfolio or the Plan.

### **Investment Manager Review and Evaluation**

The Committee and investment consultant will review and evaluate investment managers and pooled funds for ongoing suitability. The following criteria will be used to evaluate the investment manager results:

- 4 consecutive quarters of relative under-performance verses benchmark index.
- 3 year trailing return below the index and below the 50th percentile in an applicable peer group.
- 5 year trailing return below the index and below the 50th percentile in an applicable peer group.
- 3 year standard deviation should be no more than 1.25 times the benchmark.
- 5 year standard deviation should be no more than 1.25 times the benchmark.
- 3 year downside volatility should be less than the index as measured by down market capture ratio.
- 5 year downside volatility should be less than the index as measured by down market capture ratio.
- 3 year Sharpe Ratio should be greater than the benchmark.
- 5 year Sharpe Ratio should be greater than the benchmark.

The above is not intended as an exclusive list of evaluation criteria and the investment consultant shall

monitor performance using absolute, risk-adjusted and relative performance statistics for a variety of trailing and annual periods and market cycles, including up markets and down markets. Consideration shall be given to the extent that the investment results are consistent with the stated investment philosophy, process and investment objectives of an investment manager. Nothing in this section shall limit or diminish the Plan's right to terminate an investment manager at any time for any reason.

### **Investment Policy Statement Review**

The Investment Policy Statement shall be reviewed on a periodic basis. The Investment Policy Statement is intended to provide for a long-term investment policy, and it is anticipated that major changes will be made as infrequently as necessary to address significant developments with respect to the Plan. Any changes shall be communicated to the investment managers.

### **Approved and Adopted**

**City of Johnstown**

**Combined Pension Plan**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**AMENDMENT**  
**TO**  
**CITY OF JOHNSTOWN COMBINED PENSION PLAN**  
**INVESTMENT POLICY STATEMENT**

The City of Johnstown has developed a long-term strategic asset allocation policy designed to achieve an investment return for Pension Plan assets to meet or exceed the Plan's actuarial interest rate assumption within prudent parameters of risk.

On or about December 1, 2020, the City will make a significant, one-time cash contribution to superfund the Plan using the proceeds of a Pension Obligation Note. City Council may decide to invest such proceeds over a period of time not to exceed 24 months in order to minimize exposing the Plan to significant market timing risk associated with a large contribution. This funding schedule may cause the Plan to deviate from the long-term strategic asset allocation policy.

The Plan intends to be invested in accordance with the long-term strategic asset allocation at the end of the contribution funding schedule. During the funding period, the performance of the Plan portfolio shall be compared to the return of a Policy Index based on the actual asset allocation of the Plan. This Policy Index shall be adjusted in accordance with the funding schedule.

**Approved and Adopted**

**City of Johnstown**

**Combined Pension Plan**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS REQUIRED AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SUBMISSION OF THE ATTACHED APPLICATION FOR TRAFFIC SIGNAL MAINTENANCE APPROVAL TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City desires to own, operate, and maintain a City-wide traffic control system and to make improvement on devices at the following locations within city limits:

SR 0756 (Ohio St) & Linden Ave  
SR 0756 (Ohio St) & Grove Ave  
SR 0403 (Broad St) & SR 403 (Laurel Ave) & Wire Hill  
SR 0403 (Cooper Ave) & Davis St  
SR 0056 (Strayer St) & Laurel Ave

WHEREAS, a signed application for Traffic Signal Approval (TE 160) must be submitted and Traffic Signal Permit must be issued before any work can begin.

WHEREAS, the City shall provide Preventive Maintenance as covered and required by the application at set required intervals, and provide any Response Maintenance or work necessary to restore a traffic signal system to proper and safe operation.

WHEREAS, the City shall provide in its annual budget funds sufficient to cover the cost of personnel, training, contractors, and equipment which are required by virtue of this application.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, hereby authorizes the Interim City Manager and/or his designee to sign all documents and take all actions necessary to submit the above-referenced application for Traffic Signal Maintenance Approval to the Pennsylvania Department of Transportation

ADOPTED:

October 14, 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. 10335 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



# TRAFFIC SIGNAL PERMIT

Permit No. 9-3-27

Sheet 1 of 2

In accordance with the Vehicle Code, the Secretary of Transportation hereby approves the installation and operation of a traffic signal at the intersection of OHIO STREET (SR 756) & LINDEN AVENUE in the CITY OF JOHNSTOWN, County of CAMBRIA.

This permit is issued to, and accepted by the CITY OF JOHNSTOWN hereinafter known as the Permittee, as follows:

This installation shall be in accordance with the Vehicle Code and the Regulations for traffic signs, signals, and markings of the Department of Transportation, and shall conform to the following requirements and those contained on the attached sheets.

Type of Controller

FULL ACTUATED

Type of Signal Mounting

OVERHEAD AND POLE

Hours of Operation as "Stop" and "Go"

CONTINUOUSLY

Hours of Operation as "FLASHING"

EQUIPPED WITH EMERGENCY FLASHING

Controller Operation

CONTROLLER TO PROVIDE THE PHASING, TIMING AND SIGNAL DISPLAY AS INDICATED ON THE ATTACHED DIAGRAM.

All work performed by the Permittee in the erection of the traffic signal shall be under and subject to the direction of the Secretary of Transportation or his authorized representatives. The said Permittee shall use due diligence in the execution of the work authorized under this permit and shall not obstruct or endanger travel along the said road. All operations must be conducted so as to permit safe and reasonable free travel at all times over the road within the limits of the work herein permitted.

The Permittee covenants and agrees to fully indemnify and save harmless the Department of Transportation and assume all liability for damages or injury, occurring to any person, persons or property through or in consequence of any act or omission of anyone working on the construction, or from faulty maintenance or operation of such traffic signal.

The Secretary of Transportation, by law, reserves the right to revoke and annul this permit if the Permittee shall at any time willfully or negligently fail to comply with the conditions contained in this permit, or, upon changes in traffic conditions, fail to make any changes in the construction or operation of this signal, or to remove it, when so ordered by the Secretary of Transportation; or if this installation is not in operation within twenty-four (24) months of the receipt of this permit. The Permittee shall maintain the signal in a safe condition at all times. The Permittee shall not make any change in the construction or operation of this traffic signal without prior written approval of the Secretary of Transportation.

This permit cancels and supersedes all previous permits issued for this location upon completion of the installation specified herein.

INITIAL DATE 09/21/1971

APPROVED Yassmin Gramian, P.E. | Secretary of Transportation

REVISION DATE 09/17/2020

For BY David Kammerer  
(District Executive)



**TRAFFIC  
SIGNAL PERMIT**

In accordance with the Vehicle Code, the Secretary of Transportation hereby approves the installation and operation of a traffic signal at the intersection of OHIO STREET (SR 756) & GROVE AVENUE in the CITY OF JOHNSTOWN, County of CAMBRIA.

This permit is issued to, and accepted by the CITY OF JOHNSTOWN hereinafter known as the Permittee, as follows:

This installation shall be in accordance with the Vehicle Code and the Regulations for traffic signs, signals, and markings of the Department of Transportation, and shall conform to the following requirements and those contained on the attached sheets.

Type of Controller

FULL ACTUATED

Type of Signal Mounting

OVERHEAD AND POST MOUNTED

Hours of Operation as "Stop" and "Go"

CONTINUOUSLY

Hours of Operation as "FLASHING"

EQUIPPED WITH EMERGENCY FLASHING

Controller Operation

CONTROLLER TO PROVIDE THE PHASING, TIMING AND SIGNAL DISPLAY AS INDICATED ON THE ATTACHED DIAGRAM.

All work performed by the Permittee in the erection of the traffic signal shall be under and subject to the direction of the Secretary of Transportation or his authorized representatives. The said Permittee shall use due diligence in the execution of the work authorized under this permit and shall not obstruct or endanger travel along the said road. All operations must be conducted so as to permit safe and reasonable free travel at all times over the road within the limits of the work herein permitted.

The Permittee covenants and agrees to fully indemnify and save harmless the Department of Transportation and assume all liability for damages or injury, occurring to any person, persons or property through or in consequence of any act or omission of anyone working on the construction, or from faulty maintenance or operation of such traffic signal.

The Secretary of Transportation, by law, reserves the right to revoke and annul this permit if the Permittee shall at any time willfully or negligently fail to comply with the conditions contained in this permit, or, upon changes in traffic conditions, fail to make any changes in the construction or operation of this signal, or to remove it, when so ordered by the Secretary of Transportation; or if this installation is not in operation within twenty-four (24) months of the receipt of this permit. The Permittee shall maintain the signal in a safe condition at all times. The Permittee shall not make any change in the construction or operation of this traffic signal without prior written approval of the Secretary of Transportation.

This permit cancels and supersedes all previous permits issued for this location upon completion of the installation specified herein.

INITIAL DATE 09/28/1962

APPROVED Yassmin Gramian, P.E. | Secretary of Transportation

REVISION DATE 09/17/2020

For BY David Kammerer  
(District Executive)



**TRAFFIC  
SIGNAL PERMIT**

In accordance with the Vehicle Code, the Secretary of Transportation hereby approves the installation and operation of a traffic signal at the intersection of SR 0403 (BROAD ST), LAUREL AVE & WIRE MILL ENT/EXIT in the CITY OF JOHNSTOWN, County of CAMBRIA.

This permit is issued to, and accepted by the CITY OF JOHNSTOWN hereinafter known as the Permittee, as follows:

This installation shall be in accordance with the Vehicle Code and the Regulations for traffic signs, signals, and markings of the Department of Transportation, and shall conform to the following requirements and those contained on the attached sheets.

Type of Controller

FULL ACTUATED

Type of Signal Mounting

OVERHEAD AND POST MOUNTED

Hours of Operation as "Stop" and "Go"

CONTINUOUSLY

Hours of Operation as "FLASHING"

EQUIPPED WITH EMERGENCY FLASHING

Controller Operation

CONTROLLER TO PROVIDE THE PHASING, TIMING AND SIGNAL DISPLAY AS INDICATED ON THE ATTACHED DIAGRAM. SUPERVISED BY A CLOSED LOOP MASTER CONTROLLER AT BROAD STREET & FAIRFIELD AVENUE.

All work performed by the Permittee in the erection of the traffic signal shall be under and subject to the direction of the Secretary of Transportation or his authorized representatives. The said Permittee shall use due diligence in the execution of the work authorized under this permit and shall not obstruct or endanger travel along the said road. All operations must be conducted so as to permit safe and reasonable free travel at all times over the road within the limits of the work herein permitted.

The Permittee covenants and agrees to fully indemnify and save harmless the Department of Transportation and assume all liability for damages or injury, occurring to any person, persons or property through or in consequence of any act or omission of anyone working on the construction, or from faulty maintenance or operation of such traffic signal.

The Secretary of Transportation, by law, reserves the right to revoke and annul this permit if the Permittee shall at any time willfully or negligently fail to comply with the conditions contained in this permit, or, upon changes in traffic conditions, fail to make any changes in the construction or operation of this signal, or to remove it, when so ordered by the Secretary of Transportation; or if this installation is not in operation within twenty-four (24) months of the receipt of this permit. The Permittee shall maintain the signal in a safe condition at all times. The Permittee shall not make any change in the construction or operation of this traffic signal without prior written approval of the Secretary of Transportation.

This permit cancels and supersedes all previous permits issued for this location upon completion of the installation specified herein.

INITIAL DATE 03/30/1973

APPROVED Yassmin Gramian, P.E. | Secretary of Transportation

REVISION DATE 09/17/2020

For BY David Kammerer  
(District Executive)

# TRAFFIC SIGNAL PERMIT

In accordance with the Vehicle Code, the Secretary of Transportation hereby approves the installation and operation of a traffic signal at the intersection of STRAYER ST (SR 56) & LAUREL AVENUE in the CITY OF JOHNSTOWN, County of CAMBRIA

This permit is issued to, and accepted by the CITY OF JOHNSTOWN hereinafter known as the Permittee, as follows:

This installation shall be in accordance with the Vehicle Code and the Regulations for traffic signs, signals, and markings of the Department of Transportation, and shall conform to the following requirements and those contained on the attached sheets.

Type of Controller

FULL ACTUATED

Type of Signal Mounting

OVERHEAD AND POST MOUNTED

Hours of Operation as "Stop" and "Go"

CONTINUOUSLY

Hours of Operation as "FLASHING"

EQUIPPED WITH EMERGENCY FLASHING

Controller Operation

CONTROLLER TO PROVIDE THE PHASING, TIMING AND SIGNAL DISPLAY AS INDICATED ON THE ATTACHED DIAGRAM. SUPERVISED BY A CLOSED LOOP MASTER CONTROLLER AT BROAD STREET & FAIRFIELD AVENUE.

All work performed by the Permittee in the erection of the traffic signal shall be under and subject to the direction of the Secretary of Transportation or his authorized representatives. The said Permittee shall use due diligence in the execution of the work authorized under this permit and shall not obstruct or endanger travel along the said road. All operations must be conducted so as to permit safe and reasonable free travel at all times over the road within the limits of the work herein permitted.

The Permittee covenants and agrees to fully indemnify and save harmless the Department of Transportation and assume all liability for damages or injury, occurring to any person, persons or property through or in consequence of any act or omission of anyone working on the construction, or from faulty maintenance or operation of such traffic signal.

The Secretary of Transportation, by law, reserves the right to revoke and annul this permit if the Permittee shall at any time willfully or negligently fail to comply with the conditions contained in this permit, or, upon changes in traffic conditions, fail to make any changes in the construction or operation of this signal, or to remove it, when so ordered by the Secretary of Transportation; or if this installation is not in operation within twenty-four (24) months of the receipt of this permit. The Permittee shall maintain the signal in a safe condition at all times. The Permittee shall not make any change in the construction or operation of this traffic signal without prior written approval of the Secretary of Transportation.

This permit cancels and supersedes all previous permits issued for this location upon completion of the installation specified herein.

INITIAL DATE 07/15/2011

APPROVED Yassmin Gramian, P.E. | Secretary of Transportation

REVISION DATE 09/17/2020

For BY David Hammeron  
(District Executive)



**TRAFFIC  
SIGNAL PERMIT**

In accordance with the Vehicle Code, the Secretary of Transportation hereby approves the installation and operation of a traffic signal at the intersection of COOPER AVENUE (SR 0403) AND DAVIS STREET (CITY STREET) in the CITY OF JOHNSTOWN, County of CAMBRIA.

This permit is issued to, and accepted by the CITY OF JOHNSTOWN hereinafter known as the Permittee, as follows:

This installation shall be in accordance with the Vehicle Code and the Regulations for traffic signs, signals, and markings of the Department of Transportation, and shall conform to the following requirements and those contained on the attached sheets.

Type of Controller

FULL ACTUATED

Type of Signal Mounting

OVERHEAD AND POST MOUNTED

Hours of Operation as "Stop" and "Go"

CONTINUOUSLY

Hours of Operation as "FLASHING"

EQUIPPED WITH EMERGENCY FLASHING

Controller Operation

CONTROLLER TO PROVIDE THE PHASING, TIMING AND SIGNAL DISPLAY AS INDICATED ON THE ATTACHED DIAGRAM.

All work performed by the Permittee in the erection of the traffic signal shall be under and subject to the direction of the Secretary of Transportation or his authorized representatives. The said Permittee shall use due diligence in the execution of the work authorized under this permit and shall not obstruct or endanger travel along the said road. All operations must be conducted so as to permit safe and reasonable free travel at all times over the road within the limits of the work herein permitted.

The Permittee covenants and agrees to fully indemnify and save harmless the Department of Transportation and assume all liability for damages or injury, occurring to any person, persons or property through or in consequence of any act or omission of anyone working on the construction, or from faulty maintenance or operation of such traffic signal.

The Secretary of Transportation, by law, reserves the right to revoke and annul this permit if the Permittee shall at any time willfully or negligently fail to comply with the conditions contained in this permit, or, upon changes in traffic conditions, fail to make any changes in the construction or operation of this signal, or to remove it, when so ordered by the Secretary of Transportation; or if this installation is not in operation within twenty-four (24) months of the receipt of this permit. The Permittee shall maintain the signal in a safe condition at all times. The Permittee shall not make any change in the construction or operation of this traffic signal without prior written approval of the Secretary of Transportation.

This permit cancels and supersedes all previous permits issued for this location upon completion of the installation specified herein.

INITIAL DATE 07/19/1974

APPROVED Yassmin Gramian, P.E. | Secretary of Transportation

REVISION DATE 09/17/2020

For BY

  
(District Executive)

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10336

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECUATE A GRANT AGREEMENT WITH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER THE BROWNFIELDS PROGRAM, FOR A GRANT AMOUNT OF \$600,000.00 TO BE USED FOR ENVIRONMENTAL CONDITION ASSESSMENTS AND REMEDIATION PLANNING WITHIN CAMBRIA COUNTY, PENNSYLVANIA

WHEREAS, the Environmental Protection Agency of the United States of America makes grants available to support local governments with the assessment and remediation of poor environmental conditions; and

WHEREAS, the City of Johnstown is eligible, able, and desires to enter into agreement with the United States Environmental Protection Agency for purposes of ensuring receipt of the grant funding made available under the Brownfields Program in the amount of \$600,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager and/or his designee is hereby authorized and directed to execute and take any/all actions necessary to effectuate grant agreement with the United States Environmental Protection Agency, Brownfields Program, for Six-hundred thousand dollars and zero cents (\$600,000.00) for Contract No. 96380201.


ADOPTED:

October 14, 2020

By the following Vote:

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

Nays: None (0)

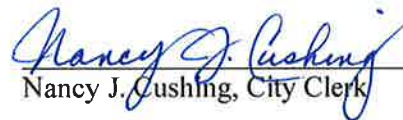


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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor


ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10336 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 96380201 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF	<b>DATE OF AWARD</b> 09/11/2020
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/15/2020
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 33374
<b>RECIPIENT TYPE:</b> Municipal		<b>Send Payment Request to:</b> N/A	
<b>RECIPIENT:</b> City of Johnstown 401 Main Street Johnstown, PA 15901 EIN: 25-6000865		<b>PAYEE:</b> City of Johnstown 401 Main Street Johnstown, PA 15901	
<b>PROJECT MANAGER</b> John Dubnansky 401 Main Street Johnstown, PA 15901 E-Mail: jdudnansky@cojtw.com Phone: 814-539-2504 ext. 110		<b>EPA PROJECT OFFICER</b> Patricia Corbett 1650 Arch Street, 3LD50 Philadelphia, PA 19103-2029 E-Mail: Corbett.Patricia@epa.gov Phone: 215-814-3173	<b>EPA GRANT SPECIALIST</b> Matthew Creedon Grants and Audit Management Branch, 3MD70 E-Mail: Creedon.Matthew@epa.gov Phone: 215-814-5174
<b>PROJECT TITLE AND DESCRIPTION</b> Johnstown-Cambria PA Brownsfield Coalition This project will provide funding to the recipient to perform 8 or more Phase I, up to 5 Phase II, and 3 or more remedial plans. The Coalition has targeted a mix of 11 former steel and industrial sites for re-industrialization, neighborhood improvements, heritage tourism development and community facilities.			
<b>BUDGET PERIOD</b> 10/01/2020 - 09/30/2023	<b>PROJECT PERIOD</b> 10/01/2020 - 09/30/2023	<b>TOTAL BUDGET PERIOD COST</b> \$600,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$600,000.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 06/26/2020 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$600,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> US EPA Region 3, 3MD70 1650 Arch Street Philadelphia, PA 19103-2029		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 3 Land, Chemicals, and Redevelopment Division, 3LD00 1650 Arch Street Philadelphia, PA 19103-2029	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official for Catharine McManus - Assistant Regional Administrator</b> Lisa White - Award Official delegate			<b>DATE</b> 09/11/2020

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 600,000	\$ 600,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
<b>Allowable Project Cost</b>	<b>\$ 0</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2) Consolidated Appropriations Act of 2018 (P.L. 115-141)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	2003BF0026	20	E4	0300AG7	000D79	4114			600,000
									600,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
<b>1. Personnel</b>	\$33,000
<b>2. Fringe Benefits</b>	\$1,650
<b>3. Travel</b>	\$4,500
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$500
<b>6. Contractual</b>	\$536,350
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$24,000
<b>9. Total Direct Charges</b>	\$600,000
<b>10. Indirect Costs: % Base</b>	\$0
<b>11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)</b>	\$600,000
<b>12. Total Approved Assistance Amount</b>	\$600,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$600,000
<b>15. Total EPA Amount Awarded To Date</b>	\$600,000

## **Administrative Conditions**

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2019-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.

### **A. Correspondence Condition**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and [R3 Grant Awards@epa.gov](mailto:R3_Grant_Awards@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): MBE/WBE reports should be **signed and emailed to [R3\\_MBE-WBE\\_Reports@epa.gov](mailto:R3_MBE-WBE_Reports@epa.gov) as a pdf file, or, if that is not possible, mail to Hana Jones, Small Business Program Coordinator (3RA00), U.S. EPA - Region III, 1650 Arch Street, Philadelphia, PA 19103-2029 with a courtesy copy to the EPA Grant Specialist.** The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/db\\_e\\_reporting.htm](http://www.epa.gov/osbp/db_e_reporting.htm)
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

**Matthew Creedon, Grants Specialist at: [creedon.matthew@epa.gov](mailto:creedon.matthew@epa.gov)**

**Patricia Corbett, Project Officer at: [corbett.patriciae@epa.gov](mailto:corbett.patriciae@epa.gov)**

**Payment requests (if applicable): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)**

- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Patricia Corbett, Project Officer at: [corbett.patriciae@epa.gov](mailto:corbett.patriciae@epa.gov).**

### **B. Extension of Project/Budget Period Expiration Date**

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue

reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

### **C. Disadvantaged Business Enterprise (DBEs)**

#### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

##### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

##### **EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B**

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

##### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

##### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).



**BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

**FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

**MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E**

When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502

**Programmatic Conditions**

**FY20 Assessment Cooperative Agreement**

**Terms and Conditions**

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

**I. GENERAL FEDERAL REQUIREMENTS**

**NOTE: For the purposes of these Terms and Conditions, the term "assessment" includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.**

**A. Federal Policy and Guidance**

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2020 competition for Brownfield Assessment cooperative agreements.



2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.  
**(EPA PROJECT OFFICER MUST ATTACH APPROPRIATE DAVIS-BACON TERMS AND CONDITIONS TO THIS COOPERATIVE AGREEMENT.)**

## II. SITE ELIGIBILITY REQUIREMENTS

### A. Eligible Brownfield Site Determinations

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability and/or has defenses to CERCLA liability.
2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.
3. **Brownfield Sites Contaminated with Petroleum**
  - a. For any petroleum-contaminated brownfield site that is not included in the CAR's

EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is "no viable responsible party" for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.3.b. above.

### **III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS**

#### **A. Sufficient Progress**

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For Assessment Coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

#### **B. Substantial Involvement**

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.

- a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
  - b. Substantial EPA involvement includes brownfield property-specific funding determinations described in Section II.A.2. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow the subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.
  - c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
  - d. EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.
2. Effects of EPA's substantial involvement include:
- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
  - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
  - c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

### **C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.
2. Subawards are defined at 2 CFR § 200.92. The CAR shall not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's Subaward Policy and Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements for additional guidance.
3. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver.
 

CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.
4. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable {*enter 'State or Tribal law' for non-Tribal and non-State recipients; enter 'Tribal law and policy' for Tribal recipients; enter 'State law' for State recipients*} cybersecurity requirements.

- a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) {enter 'no later than 90 days after the date of this award' for Tribal and non-State recipients } and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

5. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

#### **D. Quarterly Progress Reports**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance* ), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1<sup>st</sup> quarter); January 1 – March 31 (2<sup>nd</sup> quarter); April 1 – June 30 (3<sup>rd</sup> quarter); and July 1 – September 30 (4<sup>th</sup> quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports.

2. The CAR must submit progress reports on a quarterly basis in ACRES or to the EPA Project Officer. Quarterly progress reports must include:
  - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
  - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a

description of problems encountered during the reporting quarter that may affect the project schedule.

- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
4. In accordance with 2 CFR § 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

#### **E. Property Profile Submission**

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize ACRES unless approval is obtained from the EPA Project Officer to utilize and the hardcopy version of the Property Profile Form.

#### **F. Final Technical Cooperative Agreement Report with Environmental Results**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance* ), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
  - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
  - b. reasons why anticipated outputs/outcomes were not met; and
  - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

### **IV. FINANCIAL ADMINISTRATION REQUIREMENTS**

## A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
- d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.
- e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.331 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community involvement pertaining to the assessment activities.

2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$30000.00**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term "administrative costs" does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR

Parts 200 and 1500 other than those identified as programmatic.

- i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
  - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
  - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
  - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
  - v. Financial reporting under 2 CFR § 200.327;
  - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
  - vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

## **B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient**

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
  - a. Cleanup activities;
  - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
  - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
  - d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;
  - e. To pay for a penalty or fine;
  - f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
  - g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
  - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
  - i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.
2. Cooperative agreement funds shall not be used for any of the following properties:
  - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

### **C. Interest-Bearing Accounts and Program Income**

1. In accordance with 2 CFR § 1500.7(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.
2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activity is charged to this agreement.
3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
  - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
  - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.7, as applicable.
  - c. Interest earned on program income is considered additional program income.
  - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).
4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.
5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

## **V. ASSESSMENT REQUIREMENTS**

### **A. Authorized Assessment Activities**

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

### **B. Quality Assurance (QA) Requirements**

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the



assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least [Insert 30/45/60] days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-e-pa-financial>.

### **INCLUDE FOR AWARDS THAT INCLUDE QA AND ARE MORE THAN \$200,000**

**2. Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA Project Officer for this award.

### **C. Community Outreach**

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
  - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: **"Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."**
  - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.
2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in

non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

#### D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
  2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*" (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at [www.epa.gov/brownfields](http://www.epa.gov/brownfields). The completed checklist must include:
    - a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
    - b. An identification of "**significant**" **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
    - c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
      - "*[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.*"
      - "*[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.*"
  - d. In compliance with §312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by

the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.338 through 2 CFR § 200.342. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.342.

**E. Completion of Assessment Activities**

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

**F. Inclusion of Additional Terms and Conditions**

1. In accordance with 2 CFR § 200.333 the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.336.
2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

**VI. PAYMENT AND CLOSEOUT**

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

**A. Payment Schedule**

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1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

**B. Schedule for Closeout**

1. Closeout will be conducted in accordance with 2 CFR § 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
  - a. The CAR must submit the following documentation:
    - i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
    - ii. Administrative and Financial Reports as described in the Grant-Specific Administrative

**Terms and Conditions of this agreement.**

- b. The CAR must ensure that appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.**
- c. As required by 2 CFR § 200.343, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.**

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10337

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO RELEASE A REQUEST FOR PROPOSALS (RFP) FOR BROWNFIELD ENVIRONMENTAL ASSESSMENT AND PLANNING SERVICES.

WHEREAS, the City Council of the City of Johnstown has been awarded \$600,000 of funding from the United States Environmental Protection Agency; and

WHEREAS, the funding is dedicated to assisting the City of Johnstown and our coalition partners, Johnstown Redevelopment Authority and Cambria County Redevelopment Authority, with brownfield environmental assessment and remediation planning assistance; and

WHEREAS, the City of Johnstown Department of Community and Economic Development (DCED) will manage all facets of this project until its completion in September 30, 2023; and

WHEREAS, the City now seeks a contractor to conduct environmental assessments, remediation plans, public outreach, and other associated services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the Interim City Manager is authorized and directed to release an RFP for brownfield environmental services.

ADOPTED:

October 14, 2020

By the following vote:

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

Nays: None (0)



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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. 10337 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk

# **REQUEST FOR PROPOSALS**

## **Johnstown – Cambria County Brownfields Environmental Services**

**RFP – October 2020**

**CITY COUNCIL OF THE CITY OF JOHNSTOWN**

# **PROCEDURE**

## **ORIGINAL PROPOSAL AND COPIES**

The proposal must contain the completed "Vendor Information" page 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 **must** be placed in a sealed envelope and marked:

### **City of Johnstown and Cambria County Brownfields Proposal**

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 **November 4, 2020 at 12:00 PM**. Said proposals shall be open in a public setting to be observed by any community member and attested to by the City Clerk on November 4, 2020 at 1:00 p.m.

## **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@cojtw.com](mailto:jdubnansky@cojtw.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 county.

### **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 by August 31, 2023. An extension of this deadline may be granted from the City of Johnstown to the contractor at the City's discretion.

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

This contract will be awarded to the contractor judged to provide the best value and most experience. 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 contractor completing similar work tasks.
7. Knowledge of the Johnstown/Cambria County area



# **SPECIFICATION OF SERVICE**

## **OBJECTIVES OF THE SERVICE**

The City of Johnstown (population 19,447) is the largest city in Cambria County (population 131,730), Pennsylvania, located along the Conemaugh and Stony Creek Rivers. Historically, Johnstown is known for its strong steel manufacturing past and the Great Flood of 1889. Faced with domestic and foreign competition, the economy of Johnstown declined following World War II as manufacturing plants were abandoned and left contaminated. The city, now the poorest in Pennsylvania, has an 8.0% unemployment rate, nearly double the 4.1% rate of both Pennsylvania and the United States. The median household income of Cambria County (\$44,943) and Johnstown (\$23,636) are far lower than state and nationwide averages (\$56,951 and \$57,652, respectively). Poverty rates are slightly higher in Cambria County (15.6%) than the national average (14.6%), but Johnstown has a poverty rate over double the national average (37.9%). As the population has declined drastically, more housing units in Johnstown (20.8%) and Cambria County (13.2%) have been left vacant as compared to statewide (11.4%) and national (12.2%) averages. The City has been in structural deficit and under the Commonwealth's Act 47 financial distress status since 1992, continuing until today. Through this RFP the City and Cambria County are looking to work with an experience environmental contractor to complete environmental assessments and remediation plans located on project sites throughout Cambria County.

## **TASKS TO BE PERFORMED**

The contractor will provide staffing and resources to complete the following requested work tasks.

- Phase One and Two Environmental Assessments and Reports
- Remediation Plans
- Site Reviews
- Brownfield-related Planning Assistance, including the identification of other brownfield sites within Cambria County
- Health Monitoring Activities on Brownfield Sites in which Phase Two Environmental Assessments have been completed, upon request by the City of Johnstown
- Public Outreach

## **DESCRIPTIONS OF KNOWN BROWNFIELD SITES**

The Johnstown-Cambria Brownfield Coalition has targeted the following mix of 11 former steel and industrial sites for re-industrialization, neighborhood improvements, heritage tourism development, and community facilities:

- The 10.4-acre former **Cambria Iron Works** complex, one of the nation's first and most historic iron and steel works, is a National Heritage site. The Johnstown Redevelopment Authority is partnering with the Center for Metal Arts, a world-renowned artisan center teaching metalworking and blacksmith skills, to transform the complex into the Center's world headquarters. Environmental assessment and reuse planning has been conducted

with previous EPA grant support, but the ambitious reuse plan requires the reopening of the Pennsylvania Department of Environmental Protection's (PADEP) Act 2 Voluntary Cleanup Program (Act 2 or VCP) post-remediation care plan and environmental covenant.

- The City of Johnstown and its partners will evaluate vacant industrial sites of between 7.5 and 10 acres for deployment of an innovative urban agriculture pilot project proposed by Pittsburgh-based non-profit **Food 21**, which seeks to use healthy urban agriculture projects to drive economic revitalization and job creation. Food 21 will take a vacant/blighted location in Johnstown and use a combined-heat-and-power and renewable energy system for an urban agriculture/greenhouse/hydroponics hub that will employ local citizens and produce local vegetables, aquaponics, and more. At the time of submission, Johnstown is a pending finalist for a U.S. EPA Local Foods, Local Places award to support this Food21 pilot. This project will require brownfields assessment and reuse planning at the selected site, as the only properties large enough for this endeavor are all brownfields on former industrial sites.
- Johnstown is defined by its history of floods, which have been dramatically reduced by a partnership with the U.S. Army Corps of Engineers that launched and built one of the largest flood control projects in USACE history. Today, the Army Corps is reinvesting in Johnstown to combine economic revival with flood control measures, awarding Johnstown a \$150,000 "**Corps Silver Jackets**" designation in 2019. The focus of this program, which will be helped by EPA Assessment resources, is to identify brownfields and blight in the 500-year floodplain areas of Johnstown's rivers, where dilapidated and unused structures can be removed to promote the deployment of urban parks, recreation, trails, and green infrastructure for stormwater management.
- **Cresson Township in Cambria County** has devoted four years and \$500,000 of HUD CDBG funding to removing vacant, tax-delinquent and blighted structures on two old gas stations at the "Mr. Gas" and "Ridge" properties. There are a total of 34 underground petroleum tanks at these two properties which have presented a tremendous challenge for the planned reuses of affordable housing and commercial development to support low- and moderate-income people. Cambria County Redevelopment seeks funds to transform these sites into new revitalization with Phase II and reuse planning activities.
- The Moxham neighborhood of Johnstown has two large, grand "**Streetcar Barns**" built in the late 1800s which later became the "Bus Barns" for the Cambria Transit Authority ("CamTran"). Now owned by Johnstown Redevelopment Authority, these structures are slated to house a new, advanced manufacturing enterprise by the Swedish company Hoganas, which plans to put a high-tech metal powders manufacturing factory in these facilities and employ at least 20 new workers. In order to do so, JRA must conduct Phase II and remedial planning activities for these sites prior to transferring the property to Hoganas.
- The iconic **Johnstown Inclined Plane** on the banks of the Stonycreek River in downtown Johnstown climbs a massive hill, under which lies mine-scarred land once owned by the Cambria Iron Works/Bethlehem Steel companies. This land pollutes the river with orange, sulfuric acid mine drainage at "The Point" in downtown Johnstown at the confluence of the Stonycreek and Conemaugh Rivers, negatively impacting

economic development and heritage/recreational tourism efforts. Multiple organizations, including the Community Foundation for the Alleghenies and Lift Johnstown, are teamed up to create a new “Sliver Park” facility on the riverbank as a trailhead of the 9/11 National Memorial Trail, which was supported by Johnstown’s 2015 Assessment Grant and needs additional EPA resources to conduct Phase II ESA. Significant additional Phase II and remedial planning funding is needed to address the acid mine drainage that brings 500 gallons per *minute* to this area.

- The site of a former 4-story 60-room triplex apartment building located at **151 Fairfield Avenue** in the Cambria City neighborhood of Johnstown was burned by arson in early 2018. JRA and the City are using code compliance, criminal enforcement, and corridor revitalization planning efforts to boost this struggling neighborhood, which needs to see this burned site removed, assessed, cleaned and redeveloped. This site currently sits vacant since demolition of the building occurred in Spring 2020.
- The **Cambria Rowe College** campus, owned by JRA and the City, is a former trade and business school that failed and closed in 2018, leaving behind an impressive campus building in the heart of the community. JRA is recruiting investors and employers for building reuse, but requires EPA Assessment resources for a Phase I and potential Phase II and remedial planning activities to facilitate reinvestment.
- The **Hunt Oil** site is a vacant gas station at 116 Bridge Street in the Moxham neighborhood of Johnstown with non-compliant petroleum USTs on the banks of the Conemaugh River. The City would like to assess this site for potential remedial action and reuse planning.
- A private sector rail car maintenance company seeks to purchase the 48-acre, idled and polluted **Rollock Metal & Scrap Yard** north of the city in the Franklin neighborhood of Cambria County for economic reinvestment. However, environmental conditions on this blighted site located contiguous to the Conemaugh River must be investigated to support this reuse.
- The historic **State Theater**, located in the central business district of the City of Johnstown, is an underutilized asset which Conemaugh Health System, the current property owner, is ready and willing to transfer to the City for reuse. The theater, constructed in 1926, once consisted of 1,400 seats before being modified by CHS and remains in operational condition. The theater’s prominent location in the City provides a unique and ideal opportunity to provide more entertainment options for visitors to and residents of Johnstown. EPA brownfields assessment funding can help ensure that asbestos, fuel oil, lead paint and other health and environmental hazards do not thwart productive reuse of this grand space.

Please note that the City of Johnstown may delete any of the brownfield sites listed above and add additional brownfield sites to this list during the contract period.

## **REQUIREMENTS**

The selected contractor will be required to:

- Be adequately insured/bonded to complete the specified work requested by the City of Johnstown.
- Provide the City of Johnstown with Liability insurance and Workers Compensation Insurance
- Licensed to work within the State of Pennsylvania
- Create high-quality environmental assessment reports meeting all federal and state regulations.
- Obtain all necessary permits to legally complete the specified work requested by the City of Johnstown
- Provide monthly progress reports to the City of Johnstown
- Provide monthly invoices to the City of Johnstown for work completed
- Participate in community meetings as requested by the City of Johnstown
- Identify funding options to complete environmental remediation recommendations
- Have no outstanding violations within the City of Johnstown or Cambria County for their business/sole practitioner

### **DISCRIMINATION PROHIBITED**

- According to 62 Pa.C.S.A. 3701, the contractor agrees that:
  1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
  3. The contract may be cancelled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

### **HUMAN RELATIONS ACT**

- The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this Specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

### **PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.**

- In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder. In accordance with Act 161 of 1982,

cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines “steel products” to include machinery and equipment. The act also provides clarifications and penalties.

### **IMPLEMENTATION TIME FRAME**

An award of this project is expected to be made to the contractor by November 19, 2020, with work beginning on November 20, 2020.

### **BUDGET**

The contractor must provide to the City of Johnstown within their proposal a price breakdown for this requested service. The contractor must associate a cost with each work task requested in the “Tasks To Be Performed” section of this RFP. The contractor will submit to the City a monthly invoice for payment. The cost provided must be comprehensive of all costs associated with this service. The City of Johnstown is making available up to \$536,350 for all services listed within the “Tasks to Be Performed” section of this RFP for the entire project period ending August 31, 2023.

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

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

- A budget that details a price for each work task
- An estimated project schedule to complete all work tasks
- 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:** \_\_\_\_\_

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10338

A RESOLUTION OF THE CITY OF JOHNSTOWN PENNSYLVANIA SUPPORTING A PROPOSAL TO DEDICATE AND RENAME THE HICKORY STREET BRIDGE AS THE CARLTON LEE HASELRIG BRIDGE TO HONOR THE ACHIEVEMENTS, OVERCOMING OF ADVERSITIES, AND COMMITMENT TO THE YOUTH OF JOHNSTOWN BY CARLTON LEE HASELRIG.

WHEREAS, the Carlton Lee Haselrig was an outstanding athlete for the Greater Johnstown School District, who overcame life adversities to win a PIAA State Wrestling Championship for Johnstown High School, when the school did not even have a wrestling team; and

WHEREAS, Carlton Lee Haselrig returned to the University of Pittsburgh at Johnstown to wrestle and won three NCAA Wrestling Championships at the Division II and Division I levels, becoming only the second person in the history of the NCAAs to win six national titles, and

WHEREAS, Carlton Lee Haselrig went on to play five years of professional football for the Pittsburgh Steelers and the New York Jets without having played any college football, and was named an All Pro Guard for the Steelers in 1992, and

WHEREAS, Carlton Lee Haselrig returned to Johnstown and became a successful mentor to the youth of Johnstown by coaching both wrestling and football in the Greater Johnstown School District, and

WHEREAS, the City Council supports and hereby wishes to confirm and pledge its support of a proposal and effort to rename and dedicate the Hickory Street Bridge as the "Carlton Lee Haselrig Bridge" to honor Mr. Haselrig's achievements, overcoming of adversities and commitment to the youth of Johnstown via the adoption of legislation by the General Assembly and/or any/all other agencies and bodies governing such determinations;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Pennsylvania, dedicate and rename the Hickory Street Bridge as the Carlton Lee Haselrig Bridge to honor the achievements, overcoming of adversities, and commitment to the youth of Johnstown by Carlton Lee Haselrig.

ADOPTED:

October 14, 2020

By the following vote:

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

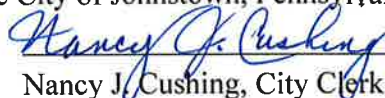
Mr. Arnone. (7)

Nays: None (0)



Frank J. Janakovic, Mayor  
Marie Mock Deputy Mayor

ATTEST: I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10338 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10339

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECUATE A GRANT AGREEMENT WITH THE COMMUNITY FOUNDATION FOR THE ALLEGHENIES UNDER THE COMMUNITY INITIATIVES PROGRAM, FOR A GRANT AMOUNT OF \$55,000.00 TO BE USED FOR IMPROVEMENTS WITHIN SARGENT'S STADIUM

WHEREAS, the Community Foundation for the Alleghenies makes grants available to support local governments and organizations with community and economic development funding and;

WHEREAS, the City of Johnstown is eligible, able, and desires to enter into agreement with the Community Foundation for the Alleghenies for purposes of ensuring receipt of the grant funding made available under the Community Initiatives Program in the amount of \$55,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager and/or his designee is hereby authorized and directed to execute and take any/all actions necessary to effectuate grant agreement with the Community Foundation for the Alleghenies, Community Initiatives Program, for Fifty-five thousand dollars and zero cents (\$55,000.00).


ADOPTED:

October 14, 2020

By the following Vote:

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

Nays: None (0)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10339 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk





# COMMUNITY FOUNDATION FOR THE ALLEGHENIES

SERVING BEDFORD, CAMBRIA, SOMERSET, AND INDIANA COUNTIES

September 1, 2020

Frank Janakovic  
City of Johnstown  
401 Main Street  
Johnstown, PA 15901

**RECEIVED**

SEP 08 2020

CITY OF JOHNSTOWN

BY \_\_\_\_\_

Dear Frank:

The Community Foundation for the Alleghenies is pleased to inform you that a grant of \$55,000 has been awarded to City of Johnstown for its Sargents Stadium Improvement project. The grant was made possible through the Community Initiatives Fund of the Community Foundation for the Alleghenies.

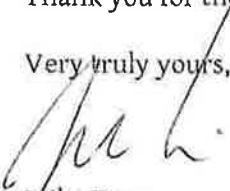
Enclosed is a copy of the grant agreement, which must be signed and returned to us, as soon as possible. We cannot issue your payment until we have received your signed grant agreement. Please make a copy of the agreement for your records.

Please read the grant agreement carefully and note any contingencies regarding your project. Also, remember to submit the online Final Project Report by the due date on the grant agreement. The Final Project Report can be found in the Active Request section of your dashboard when you sign into your account through our online grant system. Should there be any specific questions regarding your grant agreement, please contact Angie Berzonski, Associate Director, by phone (814.536.7741) or email (aberzonski@cfalleghenies.org).

In a continuing effort to make the philanthropy of our donors more visible we ask that, if possible, you publicize our support of your project. Our Communications Officer, Kecia Bal, will be in touch to let you know when to begin that publicity, as well as what we will be doing on our end. As a reminder, this grant should be recognized as coming from the Community Initiatives Fund of the Community Foundation for the Alleghenies.

Thank you for the work you do in our community. We look forward to working with you in the future.

Very truly yours,

  
Mike Kane  
President

Enclosure





The undersigned hereby agrees to the following grant conditions:

1. To use the funds only for the purpose described in the grant application and this grant agreement; to notify the Community Foundation of and obtain its consent to any substantial deviation from said purpose; and to not use the funds for any purpose prohibited by law.
2. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequately to identify the purposes for which, and manner in which, grant funds have been expended.
3. To permit the Community Foundation, at its request, to have reasonable access to the grantee's records for the purpose of making financial audits, verifications, and investigations concerning the grant, and to maintain such records for at least four years after completion of the project.
4. To return to the Community Foundation any portion of the grant not used as specified herein.
5. To recognize the Community Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
6. To submit an online Final Grant Report by the Final Grant Report Due Date listed below. If an extension is needed for any reason, please contact the Community Foundation.
7. I hereby certify that this organization does not directly or indirectly engage in or support any terrorist activity. Neither the organization, nor its officers or directors, are included on any lists of terrorists compiled by the U.S. government or any other national or international body. The organization does not distribute funds to benefit any individual or organization engaged in or supportive of terrorism.
8. I hereby certify that our organization does not discriminate on the basis of ethnicity, race, color, creed, religion, gender, national origin, age, disability, marital status, sexual orientation, gender expression, or veteran status.

Name of Organization: City of Johnstown  
 Project Name: Sargents Stadium Improvement Project  
 Description: This award will support improvements to Sargents Stadium (Point Stadium) so the venue can host more events and attract more visitors to the City.  
 CONTINGENCY: NONE

Grant Timeframe: August 28, 2020 – August 28, 2021  
 Final Grant Report Due: September 28, 2021  
 Grant Amount: \$55,000.00

We certify that this grant will be used for the purpose designated in the grant application and will verify the outcomes to the Community Foundation for the Alleghenies.

Signed \_\_\_\_\_  
 Executive Director Telephone Date

Signed \_\_\_\_\_  
 Board Chairperson Telephone Date

PLEASE SIGN, MAKE A COPY FOR YOURSELF, AND RETURN ONE ORIGINAL TO THE COMMUNITY FOUNDATION.

If appropriate, may we provide your grant information to other potential funders? \_\_\_\_\_ Yes \_\_\_\_\_ No

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10340

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, ACCEPTING THE PROPOSAL OF THE EADS GROUP INC., FOR ENGINEERING SERVICES TO PROVIDE ENGINEERING AND DESIGN DRAWINGS AND SPECIFICATIONS FOR CONSTRUCTION DOCUMENTS ON THREE OF THE SIX SECTIONS OF THE PATH OF THE FLOOD TRAIL AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT AND TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME, FOR A TOTAL FEE OF \$70,000.00.

WHEREAS, EADS has submitted a proposal for engineering services to provide engineering and design drawings and specifications for construction documents on three of the six sections of the path of the flood trail; and

WHEREAS, the City of Johnstown has obtained a grant to complete this work; and

WHEREAS, the attached proposal and agreement set forth a proposed lump sum of \$70,000.00 to provide said services; and

WHEREAS, approval of said agreement shall be contingent upon final review and approval of all applicable terms and conditions by the city solicitor.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Johnstown authorizes and accepts the proposal of the EADS Group, Inc. to provide engineering and design drawings and specifications for construction documents on three of the six sections of the path of the flood trail and further authorizes the Interim City Manager to enter into an agreement ant to take any and all actions necessary to effectuate the same, for a total fee of \$70,000.00.


ADOPTED:

October 14, 2020

By the following vote:

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

Nays: None (0)



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Frank J Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10340** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between City of Johnstown (“Owner”) and The EADS Group, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Path of the Flood Trail (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Engineer will provide engineering services to complete Construction Plans and Technical Specifications as described in the Scope of Work located in Appendix 3, for three of the six sections including Sections 1, 3 and 5 as outlined in the RFP and shown on the map. (“Services”).

---

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: Complete design services in 2021 for Owner to award the project for Spring 2022.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
  - 1. A Lump Sum amount of \$70,000.
  - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: permits and agency review fees.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.*

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.1.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the

same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner

under this Agreement shall be limited to \$25,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating,



relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

**8.01 Attachments:**

Appendix 1, Request for Proposals, Path of the Flood Trail Engineering Services and Map.

Appendix 2, EADS Standard Contract Terms and Conditions – Should any provisions of this Appendix conflict with the terms and conditions of the above Agreement, the Agreement terms and conditions dictate over those of the Appendix.

Appendix 3, Scope of Work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Johnstown

Engineer: The EADS Group, Inc.

By: \_\_\_\_\_

By: Ronald E. Burk

Print name: \_\_\_\_\_

Print name: Ronald E Burk

Title: \_\_\_\_\_

Title: Associate

Date Signed: \_\_\_\_\_

Date Signed: 7/22/20

Address for Owner's receipt of notices:

The City of Johnstown

401 Main Street

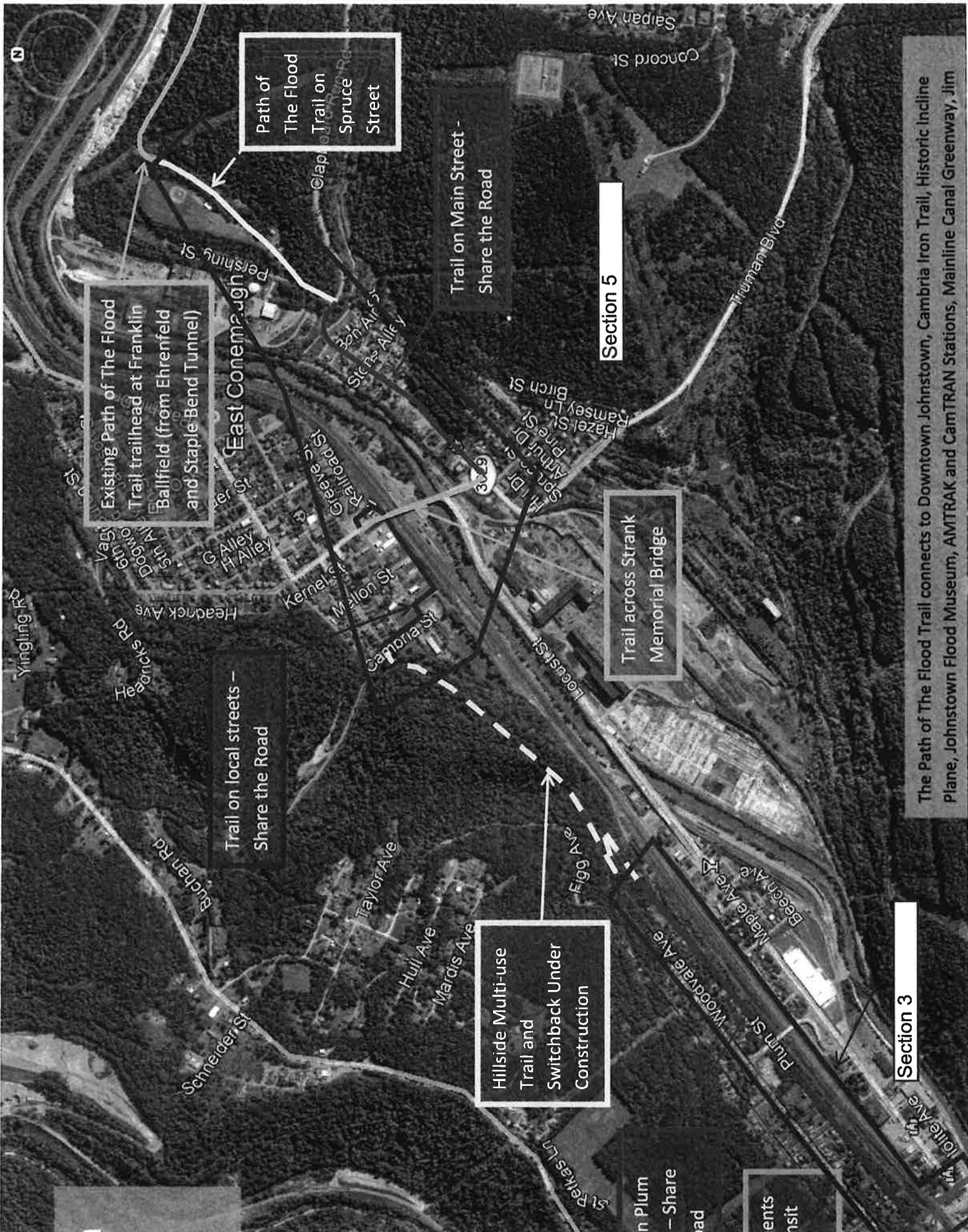
Johnstown, PA 15901

Address for Engineer's receipt of notices:

The EADS Group, Inc.

1126 Eighth Avenue

Altoona, PA 16602



Existing Path of The Flood Trail trailhead at Franklin Ballfield (from Ehrenfeld and Staple Bend Tunnel)

Path of The Flood Trail on Spruce Street

Trail on Main Street - Share the Road

Section 5

Trail across Strank Memorial Bridge

Trail on local streets - Share the Road

Hillside Multi-use Trail and Switchback Under Construction

Section 3

The Path of the Flood Trail connects to Downtown Johnstown, Cambria Iron Trail, Historic Incline Plane, Johnstown Flood Museum, AMTRAK and CamTRAN Stations, Mainline Canal Greenway, Jim

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10341

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, ACCEPTING THE PROPOSAL OF BRYN ENTERPRISES LLC., FOR REPAIR OF MISSING ROOF TILES AND REPAIR OF THE BOX GUTTER SYSTEM ON CITY HALL AND AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME, FOR A TOTAL FEE OF \$147,322.00.

WHEREAS, Bryn Enterprises LLC. has submitted a proposal for services to repair the existing box gutter system at City Hall and replace several missing roof tiles; and

WHEREAS, Bryn Enterprises LLC was the lowest, and only bidder for this work; and

WHEREAS, the City of Johnstown has budgeted for these repairs to be paid out of line item account number 18.489.25.290.00; and

WHEREAS, the attached proposal and agreement set forth a proposed lump sum of \$147,322.00 to provide said services; and

WHEREAS, approval of an agreement based on the acceptance of the above-referenced proposal shall be and is hereby made contingent upon final review and approval of all applicable terms and conditions by the City Solicitor.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown authorizes and accepts the proposal of Bryn Enterprises to repair the existing box gutter system at City Hall and replace several missing roof tiles for a total fee of \$147,322, and further authorizes the Interim City Manager and/or his designee to enter into and take any and all actions necessary to effectuate an agreement based on said proposal, contingent upon final review and approval of the City Solicitor.


ADOPTED:

October 14, 2020

By the following vote:


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

Nays: None (0)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10341 as the same adopted by City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk

**BID OPENING SUMMARY**

**CITY HALL ROOF AND GUTTER REPAIRS**

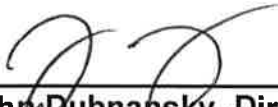
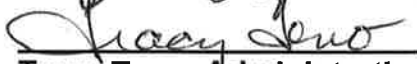
Bid Date: October 2, 2020  
Opened: 1:07PM

**PERSONS IN ATTENDANCE**

Dave Williams \_\_\_\_\_  
John Dubnansky \_\_\_\_\_  
Tracy Teno \_\_\_\_\_

**BID TABULATIONS**

Contractor Name	Bid Amount	Memo
1. Bryn Enterprise LLC	\$147,322.00	
2.		
3.		
4.		
5.		
6.		

  
John Dubnansky, Director, Economic Development  
  
Tracy Teno, Administrative Assistant

10-2-2020  
Date:  
10-2-2020  
Date:

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10342

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, ACCEPTING THE PROPOSAL OF ALLEGHENY RESTORATION INC., FOR REPAIR OF THE CITY HALL MASONRY AND AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE AN AGREEMENT BASED ON SAID PROPOSAL, FOR A TOTAL FEE OF \$181,425.00.

WHEREAS, Allegheny Restoration Inc. has submitted a proposal for construction services to furnish needed supplies and labor for improvements within City Hall including repair of a second-floor masonry wall, the exterior stone walls, and the exterior concrete steps along Main Street and Market Street; and

WHEREAS, Allegheny Restoration Inc. was the lowest bidder from a total of three proposals received by the City; and

WHEREAS, the attached proposal and agreement set forth a proposed lump sum of \$181,425.00 to provide said services; and

WHEREAS, the City of Johnstown has budgeted for these repairs to be paid out of line item account number 18.489.25.310.00; and

WHEREAS, approval of an agreement based on the acceptance of the above-referenced proposal shall be and is hereby made contingent upon final review and approval of all applicable terms and conditions by the City Solicitor;


NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown authorizes and accepts the proposal of Allegheny Restoration Inc. for improvements to City Hall to include the repair of exterior stone walls, exterior concrete steps, and second floor wall for a total fee of \$181,425.00 and further authorizes the Interim City Manager and/or his designee to enter into and take any and all actions necessary to effectuate an agreement based on said proposal, contingent upon final review and approval of the City Solicitor.

ADOPTED: October 14, 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 the forgoing is true and correct copy of Resolution No. **10342** as the same adopted by City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk

**BID OPENING SUMMARY**

**CITY HALL MASONRY REPAIRS**

Bid Date: October 2, 2020  
Opened: 1:09PM

**PERSONS IN ATTENDANCE**

Dave Williams \_\_\_\_\_  
John Dubnansky \_\_\_\_\_  
Tracy Teno \_\_\_\_\_

**BID TABULATIONS**

Contractor Name	Bid Amount	Memo
1. Allegheny Restoration Inc.	\$181,425.00	Ext: \$137,600.00 Ext. stairs: \$24,875.00 2 <sup>nd</sup> Fl: \$18,950.00
2. Raimondo Inc.	\$230,700.00	Ext: \$116,200.00 Ext. stairs: \$79,500.00 2 <sup>nd</sup> Fl: \$35,000.00
3. Danchanko, Inc.	\$197,769.00	Ext: \$168,228.00 Ext. stairs: \$15,661.00 2 <sup>nd</sup> Fl: \$13,880.00
4.		
5.		
6.		

  
John Dubnansky, Director, Economic Development  
  
Tracy Teno, Administrative Assistant

10-2-2020  
Date:  
10-2-2020  
Date:



CITY OF JOHNSTOWN

RESOLUTION NO. 10343

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA ACCEPTING THE PROPOSAL OF QUAKER SALES CORPORATION FOR MILLING AND PAVING OF CERTAIN CITY-OWNED PORTIONS OF PLAINFIELD AVENUE AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE AN AGREEMENT AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE SAME, FOR A TOTAL FEE OF \$54,625.50.

WHEREAS, the City of Johnstown previously authorized and issued a Request for Proposals for certain milling and resurfacing activities on an approximate 900-foot section of City-owned property on Plainfield Avenue and received bids in response to same; and

WHEREAS, Quaker Sales Corporation submitted the lowest qualified bid for said work as outlined in the attached proposal, for a total amount of \$54,625.50; and

WHEREAS, the City administration recommends that City Council accept the attached proposal of Quaker Sales Corporation for said work, in the amount of \$54,625.50 to be paid from Line Item Account Number 2.431.02.341.01, as the lowest qualified bid received; and

WHEREAS, approval of an agreement based on the acceptance of the above-referenced proposal shall be and is hereby made contingent upon final review and approval of all applicable terms and conditions by the City Solicitor.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the proposal of Quaker Sales Corporation is hereby accepted and that the Interim City Manager and/or his designee is authorized and directed to take any/all actions necessary to enter into and effectuate an agreement with Quaker Sales Corporation for the milling and paving of certain City-owned portions of Plainfield Avenue in the amount of \$54,625.50, contingent upon solicitor review and approval of any final agreement.

ADOPTED:

October 14, 2020

By the following vote:

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

Mrs. Mock. (7)

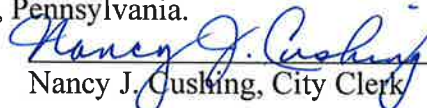
Nays: None (0)



Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10343 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cusking, City Clerk



# PROPOSAL

Quaker Sales Corporation  
Established 1929 P. O. Box 880

Road Contractors -- Asphalt Paving Materials  
Johnstown, Pa. 15907 Phone 814-536-7541 Fax 814-535-1685  
www.quakersales.com

<b>Submitted To</b>	CITY OF JOHNSTOWN	<b>Date Quoted</b>	9/23/20
<b>Address</b>	401 MAIN STREET	<b>Owner</b>	
<b>City, State, Zip</b>	JOHNSTOWN PA 15901	<b>Eng / Arch</b>	
<b>Attention</b>	J. CAMPAGNA	<b>Project Name</b>	PLAINFIELD MILL AND PAVE
<b>Phone</b>		<b>Fax</b>	

## SCOPE OF WORK

ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
10	2.5" MILLING	2,267.00	SY	\$5.50	\$12,468.50
11	TACK COAT	4,534.00	SY	\$0.50	\$2,267.00
20	1" 9.5MM LEVELING	140.00	TON	\$93.00	\$13,020.00
30	1.5" 9.5 MM WEARING COURSE	2,267.00	SY	\$10.00	\$22,670.00
40	M&P TRAFFIC	1.00	LS	\$3,000.00	\$3,000.00
50	MOBILIZATION	1.00	LS	\$1,200.00	\$1,200.00
<b>TOTAL QUOTE</b>					<b>\$54,625.50</b>

### SPECIAL CONDITIONS

ALL WORK WILL BE COMPLETED WITHIN FOUR WEEKS OF THE AWARD AND PRIOR TO THE PROJECT DEADLINE

Item 10 includes high spot milling

after milling the trench areas may need to be addressed due to lack of base. Additional pricing will be provided if that occurs.

Flagging is included for our items of work

Sealing of bituminous paving joints is included in our pricing

One move-in is included in our pricing

We are EXCLUDING all line striping and pavement marking

We propose to perform the work described in accordance with the referenced specifications and as detailed for the amounts described above. Any deviation from the original quantity, specifications, or scope of work will be considered justification for an adjustment to these prices.

PROPOSAL BY KEVIN MCLAUGHLIN EMAIL [kevin@quakersales.com](mailto:kevin@quakersales.com) THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS OF THE PROPOSAL DATE

PAYMENT TERMS ARE NET THIRTY DAYS UNLESS OTHERWISE STATED HEREIN

Acceptance of Proposal - The prices, specifications conditions and terms, as stated, are satisfactory and are hereby accepted. You are authorized to perform the work described and payment will be made as outlined.

COMPANY NAME

SIGNATURE

DATE

KJTOWNPLAIN

# CITY OF JOHNSTOWN, PENNSYLVANIA

## RESOLUTION NO. 10344

**A RESOLUTION**, OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, APPROVING THE FY 2020-2024 FIVE YEAR CONSOLIDATED PLAN, FY 2020 ANNUAL ACTION PLAN, AND FY 2020 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS APPLICATIONS.

**WHEREAS**, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or other urgent community development needs; and

**WHEREAS**, under the HOME Investment Partnerships Program created by the National Affordable Housing Act of 1990 (NAHA) and amended by the Housing and Community Development Act of 1992, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to participating jurisdictions to expand the supply of decent, safe, sanitary, and affordable housing; and

**WHEREAS**, the U.S. Department of Housing and Urban Development has advised the City of Johnstown that under Fiscal Year 2020, the City is eligible to apply for an entitlement grant under the Community Development Block Grant (CDBG) Program in the amount of \$1,291,243 and \$243,672 under the HOME Investment Partnerships Program (HOME); and

**WHEREAS**, in addition to the entitlement funds, the City expects to receive approximately \$60,000 in CDBG program income; and

**WHEREAS**, the City of Johnstown's Department of Economic and Community Development has prepared a FY 2020-2024 Five Year Consolidated Plan, FY 2020 Annual Action Plan, and Analysis of Impediments to Fair Housing Choice for FY 2020 which proposes how the entitlement grant funds will be expended to address the housing and community development needs identified in the City's Five Year Consolidated Plan; and

**WHEREAS**, a draft of the FY 2020-2024 Five Year Consolidated Plan, FY 2020 Annual Action Plan, FY 2020 Analysis of Impediments to Fair Housing Choice, and Citizen Participation Plan was on public display from Monday, September 14, 2020 through Tuesday, October 13, 2020, and the City held a series of public meetings and hearings on the said Plans and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final documents.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Johnstown, Cambria County, Pennsylvania, and it is hereby resolved by the authority of the same, as follows:

**SECTION 1.** That the FY 2020-2024 Five Year Consolidated Plan, the FY 2020 Analysis of Impediments to Fair Housing Choice, and the FY 2020 Annual Action Plan for the FY 2020 CDBG and HOME Programs are hereby in all respects APPROVED.

**SECTION 2.** That the City is COGNIZANT of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs with Federal financial assistance, including those relating to (a) the relocation of site occupants, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and (c) other assurances as set forth under the certifications.

**SECTION 3.** That the Interim City Manager, on behalf of the City of Johnstown, Pennsylvania, is AUTHORIZED to file an Application for financial assistance with the U.S. Department of Housing and Urban Development, which has indicated its willingness to make available funds to carry out the CDBG Program in the amount of \$1,291,243; and the HOME Program in the amount of \$243,672; and is further AUTHORIZED to act as the representative of the City of Johnstown to sign any and all documents in regard to these programs.

**SECTION 4.** That the Interim City Manager, on behalf of the City of Johnstown, Pennsylvania, is AUTHORIZED to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental or revised data which the U.S. Department of Housing and Urban Development may request in review of the City's Application.

**ADOPTED:**

**October 14, 2020**

By the following vote:

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

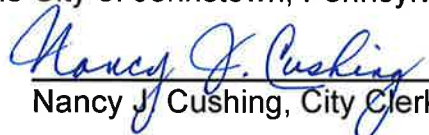
Nays: None (0)



Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

**ATTEST:**

I do hereby certify that the preceding is a true and correct copy of Resolution No. 10344 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

# CITY OF JOHNSTOWN, PENNSYLVANIA

## Resolution No. 10345

A RESOLUTION, OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA APPROVING AN AMENDMENT TO THE FY 2014, 2015, 2018, and 2019 CDBG PROGRAMS.

**WHEREAS**, the City of Johnstown, Pennsylvania is a recipient of grant funds under the Community Development Block Grant (CDBG), Community Development Block Grant - Coronavirus (CDBG-CV), and HOME Investment Partnership (HOME) Programs administered by the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the City of Johnstown had previously approved HUD-specific budgets within an Annual Action Plans for the FY 2014, 2015, 2018, and 2019 CDBG Programs; and

**WHEREAS**, HUD permits grant recipients to revise and amend their previous budgets and Annual Action Plans; and

**WHEREAS**, in accordance with the Federal Regulations governing the CDBG Program, certain changes and revisions to the Annual Action Plan may be considered a substantial amendment as outlined in the City of Johnstown's Citizen Participation Plan; and

**WHEREAS**, it has been determined that the proposed changes and revisions to the FY 2014, 2015, 2018, and 2019 CDBG Programs are a substantial amendment in accordance with the City's Citizen Participation Plan.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Johnstown, Cambria County, Pennsylvania, and it is hereby resolved by the authority of the same, as follows:

**SECTION 1.** The following amendments to the FY 2019 Annual Action Plan are hereby approved as follows:

- **CD-14-07 Rental Rehabilitation** - delete this project/activity in its entirety and reallocate a total of \$15,632.67 to a new project/activity.
- **FY 2015 Unobligated funds** - reallocate \$50,000 to a new project/activity budget.
- **CD-18-02 First Time Homebuyer Rehabilitation Assistance** - reduce this project/activity budget by \$170,000 for a new project/activity budget of \$14,797.

- **CD-18-03 First Time Homebuyer Closing Cost Assistance** - reduce this project/activity budget by \$15,000 for a new project/activity budget of \$12,000.
- **CD-18-05 Code Enforcement** - reduce this project/activity budget by \$44,112.35 for a new project/activity budget of \$100,484.40.
- **CD-19-07 YMCA – City of Johnstown Membership** - reduce this project/activity budget by \$10,209.37 for a new project/activity budget of \$4,790.63.
- **CD-19-20 Economic Development Rehabilitation Program** - increase this project/activity budget by \$250,000 for a new project/activity budget of \$294,641.
- **CD-19-22 Commercial/Industrial Loan Program** - create a new activity under economic development to be used for acquisition, construction, or rehabilitation of commercial/industrial buildings to be carried out by public and/or private non-profit organizations. This will be funded from FY 2019 and prior year CDBG funds in the amount of \$54,954.39.

**SECTION 2.** The Interim City Manager is hereby authorized to sign and submit the amended FY 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development.

**ADOPTED:**

October 14, 2020

By the following vote:

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

Nays: None (0)

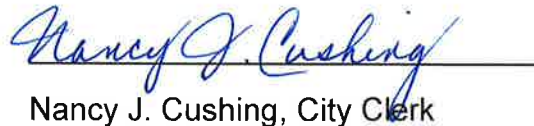



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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

**ATTEST:**

I do hereby certify that the preceding is a true and correct copy of Resolution No. **10345** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.




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Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10346

**A RESOLUTION**, OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, APPROVING THE CHANGE IN THE CITY'S FEDERAL CDBG AND HOME GRANT PROGRAM YEAR FROM JANUARY 1<sup>ST</sup> TO DECEMBER 31<sup>ST</sup> EACH YEAR TO APRIL 1<sup>ST</sup> TO MARCH 31<sup>ST</sup> OF THE FOLLOWING YEAR, EFFECTIVE APRIL 1, 2021.

**WHEREAS**, the approval of the Federal Budget has routinely been delayed until the Spring of each year, which includes the U.S. Department of Housing and Urban Development's HUD) budget for its Community Development Block Grant (CDBG) Program and HOME Investment Partnership Program (HOME); and

**WHEREAS**, the City does not receive its allocation of CDBG and HOME funds from HUD until after the Federal Budget is approved; and

**WHEREAS**, the City is unable to properly plan its Annual Action Plan as required by HUD without its CDBG and HOME allocation, resulting in adjustments for the use of prior year's funds in the following year; and

**WHEREAS**, it is in the City's best interests to request a revision in its Program Year dates to coincide with the HUD Budget approval, as permitted by HUD upon submission of proper request and notification of authorization for such change;

**NOW, THEREFORE**, be it resolved by the City Council of the City of Johnstown, Cambria County, Pennsylvania, and it is hereby resolved by the authority of the same, as follows:

**SECTION 1.** That the City's grant year for purposes of CDBG and HOME grant funding will be changed to April 1<sup>st</sup> to March 31<sup>st</sup> of the following year, is hereby in all respects authorized and approved with an effective date of April 1, 2021; and

**SECTION 2.** That the Interim City Manager, on behalf of the City of Johnstown, Pennsylvania, and/or his designee, is hereby authorized and directed to provide any/all assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental or revised data which the U.S. Department of Housing and Urban Development (HUD) may request in connection City's request to change its Program Year date effective April 1, 2021.

**ADOPTED:**

By the following vote:

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

Nays: None (0)

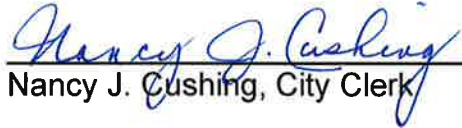


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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

**ATTEST:**

I do hereby certify that the preceding is a true and correct copy of Resolution No. **10346**  
as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



---

Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN

RESOLUTION NO. 10347

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO RELEASE A REQUEST FOR PROPOSALS (RFP) FOR THE DEMOLITION OF TWENTY-SIX (26) DILAPIDATED STRUCTURES THROUGHOUT THE CITY OF JOHNSTOWN.

WHEREAS, the City Council of the City of Johnstown has previously submitted applications to the Department of Housing and Urban Development (HUD) for funding for the Program Year 2019 Community Development Block Grant (CDBG); and

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

WHEREAS, the Department of Community and Economic Development (DCED) of the City of Johnstown has carried out all project planning activities; and

WHEREAS, the City now seeks a demolition contractor to complete the demolition of 26 structures located throughout the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the City Manager is authorized and directed to release an RFP for demolition services.


**ADOPTED:**

October 14, 2020

By the following vote:

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

Nays: None (0)

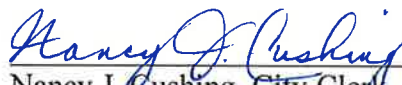


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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

**ATTEST:**

I do hereby certify that the preceding is a true and correct copy of Resolution No. 10347 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



---

Nancy J. Cushing, City Clerk



**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

## SCHEDULE OF PROPERTIES TO BE DEMOLISHED/CLEARED

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

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

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10348

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO RELEASE A REQUEST FOR PROPOSALS (RFP) FOR REHABILITATION OF THE ROXBURY PARK HOCKEY RINK.

WHEREAS, the Recreation subgroup of City Council of the City of Johnstown has acquired funding from various agencies and individuals in the form of grants and donations for the specific purposes of renovating the Roxbury Park Hockey Rink; and

WHEREAS, an agreement will be executed between the Roxbury Park Hockey Rink fund administrator and the City by November 20, 2020 to release funding for this RFP; and

WHEREAS, the funding dedicated for the much-needed renovations to the Roxbury Park Hockey Rink is available and must be expended before the early part of FY 2021; and

WHEREAS, the primary task that needs completed at this time is the resurfacing of the paved surface of the hockey rink; and

WHEREAS, the City anticipates that the funding available or which will become available by the time the project will commence will be sufficient to cover the cost of any such resurfacing; and

WHEREAS, the City therefore now desires to issue a Request for Proposals seeking a contractor to perform the services needed to complete this resurfacing as outlined in the proposed Request for Proposals to be issued.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the City Manager is authorized and directed to release an RFP for the resurfacing of the Roxbury Park Hockey Rink.


ADOPTED:

October 14, 2020

By the following vote:

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

Nays: None (0)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10348** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

# **REQUEST FOR PROPOSALS**

**City of Johnstown**

**Roxbury Hockey Rink  
Resurfacing**

**RFP – October 2020**

**CITY COUNCIL OF THE CITY OF JOHNSTOWN**



# **PROCEDURE**

## **ORIGINAL PROPOSAL AND COPIES**

The proposal must contain the completed "Vendor Information" page 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 **must** be placed in a sealed envelope and marked:

### **Roxbury Park Hockey Rink Resurfacing**

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 **October 30, 2020 at 3:00 PM**. Said proposals shall be open in a public setting to be observed by any community member and attested to by the City Clerk on October 30, 2020 at 3:30 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@cojtw.com](mailto:jdubnansky@cojtw.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 county.

### **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 by December 31, 2020. An extension of this deadline may be granted from the City of Johnstown to the contractor at the City's discretion.

### **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 contractor completing similar work tasks.

# **SPECIFICATION OF SERVICE**

## **OBJECTIVES OF THE SERVICE**

The City of Johnstown owns and operates Roxbury Park within the City. This park contains many amenities, including a paved roller hockey rink. The existing hockey rink is approximately 160' x 80' in size and is surrounded by both hockey boards and chain link fencing. The existing paved surface of the rink is in poor condition and requires a new paved surface and proper sloping of the surface to better help drainage.

## **TASKS TO BE PERFORMED**

The contractor will provide staffing and resources to complete the following requested work tasks.

1. **Hockey Rink Resurfacing:** A contractor is needed to clean the existing paved hockey rink surface and then seal all existing cracks. A tack coat should then be applied to the surface before a new two-inch layer of pavement is installed. In addition, pavement should be added to the surface beyond the two-inch layer requirement to create adequate slope to allow water to runoff of the surface.
2. **Hockey Board Removal and Reinstallation:** Each proposal should include a separate labor cost to both remove and reinstall the existing hockey boards to allow for easier access for completing the resurfacing work.

Please note that the contractor is not expected to repaint the hockey play lines or reinstall the hockey goals.

## **PROPOSAL PLANNING**

Questions about this proposal may also be directed to John Dubnansky by email at [jdubnansky@cojtw.com](mailto:jdubnansky@cojtw.com) or by phone at 814-288-9181.

## **REQUIREMENTS**

The selected contractor will be required to:

- Be adequately insured/bonded to complete the specified work requested by the City of Johnstown.
- Provide the City of Johnstown with Liability insurance and Workers Compensation Insurance
- Licensed to work within the State of Pennsylvania
- Complete all work tasks by December 31, 2020
- Provide weekly email progress reports to the City of Johnstown
- Provide monthly invoices to the City of Johnstown for work completed
- Have no outstanding violations within the City of Johnstown for their business/sole practitioner

## **DISCRIMINATION PROHIBITED**

- According to 62 Pa.C.S.A. 3701, the contractor agrees that:
  1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
  3. The contract may be cancelled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

### **HUMAN RELATIONS ACT**

- The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this Specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

### **PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.**

- In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

### **IMPLEMENTATION TIME FRAME**

An award of this project is expected to be made to the contractor by November 18, 2020, with work beginning on November 19, 2020. All work should be completed during hours that will minimize impact on the staff that work within City Hall, Monday – Friday, 8:00 AM – 4:30 PM. Work performed by the contractor on weekends will be permitted. Should the contractor need to perform work during the staff working hours the contractor shall ensure that all construction "zones" are safe and secure and will not create a hazard to the staff during this time (i.e. fencing, yellow tape, etc. to secure the areas).

### **BUDGET**

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

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

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

- A budget that details a price for each work task
- An estimated project schedule to complete all work tasks
- 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:** \_\_\_\_\_

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10349

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE AN AGREEMENT WITH THE CAMBRIA COUNTY TRANSIT AUTHORITY, INCLINED PLANE, INC., AND THE CONEMAUGH VALLEY CONSERVANCY FOR THE CREATION AND OPERATION OF A RECREATIONAL PARK WITHIN THE CITY OF JOHNSTOWN, AND RELATED LEASE AGREEMENTS UNDER WHICH THE CITY SHALL CONTROL THE SUBJECT PROPERTY FOR A PERIOD OF 25 YEARS TO BE FOLLOWED BY A CONVEYANCE OF THE CITY-OWNED PROPERTY TO THE CONEMAUGH VALLEY CONSERVANCY AT THE CONCLUSION OF SAID LEASE AGREEMENTS

WHEREAS, the City, Cambria County Transit Authority, and Conemaugh Valley Conservancy all own property in which the new park will be constructed along the Inclined Plane hillside, as further specified in the Memorandum of Agreement attached hereto ("Master Agreement"); and

WHEREAS, the City has obtained grant funding for the park project that requires the City to control the property in which the new park will be constructed for a period of 25 years; and

WHEREAS, the Cambria County Transit Authority and Conemaugh Valley Conservancy agree to allow the City to lease the respective properties they own within the project site for 25 years pursuant to lease agreements included as appendices to the Master Agreement, in exchange for the amount of \$1.00 per year for each year of each agreement, and for the City's agreement to convey the properties it owns within the project to the Conemaugh Valley Conservancy in exchange for \$200 each, at the conclusion of said lease, subject to terms and conditions further detailed in the Master Agreement and Lease Agreements attached hereto; and

WHEREAS, the Conemaugh Valley Conservancy agrees to construct, operate, and maintain the new park for 25 years under the terms and conditions of the parties' Master Agreement and Lease Agreement(s); and

WHEREAS, the Conemaugh Valley Conservancy has committed and budgeted the required \$225,000 of matching grant funds comprised of specified funding and in-kind services;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to execute on behalf of the City of Johnstown and take all actions necessary to effectuate an agreement with the Cambria County Transit Authority, Inclined Plane, Inc, and Conemaugh Valley Conservancy for the purpose of creating a new park within the City and related lease agreements for purposes of ensuring City control of said property for a period of 25 years, to be followed by a conveyance of City-owned property within the park, at the conclusion of the respective lease terms.

ADOPTED:


October 14, 2020

By the following Vote:

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

Nays: None (0)

Abstain: Mr. Vitovich (1)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST: I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10349 as the same by the City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk

## **Memorandum of Agreement between Cambria County Transit Authority, the City of Johnstown and Conemaugh Valley Conservancy**

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

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

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

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

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

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

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

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

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



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

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

1. That the Parties shall cooperate in completing the planning now being done with CVC funds to assure that the planning is appropriately incorporated into the construction to follow with the City's DCNR grant and related funding.
2. That CamTran, in addition to PHMC and PennDOT, shall be afforded the opportunity to review and approve any modifications to be made to the Incline's Lower Station and the Bridge.
3. That, in order to address provisions of the DCNR grant, CamTran and Inclined Plane shall enter into a Lease Agreement to the City for 25 years for a portion of its parcel 66-110.-102.000 that extends 35 feet in a generally westerly direction from the northeastern corner of the Existing Ramp, which extends from the Lower Station of the Johnstown Inclined Railway; makes a 90-degree turn and extends up to sixty (60) feet in a southerly direction, meeting with CVC Parcel # 75-006.-101.000; makes a 90 turn and follows in a generally easterly direction along the boundary of CVC Parcel # 75-006.-101.000; and makes a 90 degree turn in a generally northerly direction to the beginning point, as shown on Appendix C.
4. That CamTran and Inclined Plane, after the expiration of this 25-year lease, shall allow the continued public use of the ADA ramp and connected walkway or trail on the portion of parcel 66-110.-102.000 described above and shown on Appendix C as long as the City and/or CVC or their heirs, successors and assigns shall maintain and insure the Park.
5. That, in order to address provisions of the DCNR grant, CVC shall enter into a Lease Agreement to the City for the 0.94-acre parcel identified on Cambria County Tax Maps as 75-006.-100.000 for the term of 25 years or less if agreed to by DCNR and the City.
6. That formal lease agreements shall be executed that detail indemnification and maintenance responsibilities as separate documents, which Leases are attached hereto as Appendices D and E and incorporated as part of this Agreement.
7. That CamTran and Inclined Plane shall allow CVC and/or the City, their heirs, successors and assigns to contract with reputable companies for design, engineering and/or construction of the modifications to the Incline, the Bridge and the hillside to complete the development of the ADA access and related modifications made with the DNCR grant and related funding as appropriately reviewed and approved by the Parties, PHMC and PennDOT, and to contract for future design, engineering and contracting of maintenance on the ADA ramp and the walkway or trail from the ramp on the section of CamTran's land that is being leased to the City.
8. That, should CVC provide matching funds or services for a City grant or grants, or if the City should provide matching funds or services for a CVC grant, then each party shall supply the other party with properly executed vouchers, invoices, canceled checks, and other records detailing the nature and propriety of the charge(s).

9. That at the conclusion of the 25-year term of this Agreement, or sooner if agreed to by DCNR and the City, the City shall convey to CVC the two City parcels identified as parcels on Cambria County Tax Maps as 72-007.-101.000 and 75-006.-100.000 for the sum of \$200 each; provided that CVC shall continue to maintain and operate the park for public recreation and provided further that said parcels shall revert to the City should CVC fail to provide proper maintenance and insurance as required by this Agreement.
10. That this Agreement may be canceled by the City and/or CamTran if CVC fails to provide proper maintenance and insurance as required by the Lease Agreement.

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

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

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

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

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

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

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

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

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

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**For the City of Johnstown**

Witness

Attest:

\_\_\_\_\_

\_\_\_\_\_  
City Manager/Mayor

**For Cambria County Transit Authority**

Witness

Attest:

\_\_\_\_\_

\_\_\_\_\_  
CamTran Board President

**For Inclined Plane, Inc.**

Witness

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Inclined Plane, Inc., Board President

**For Conemaugh Valley Conservancy, Inc.**

Witness

Attest:

\_\_\_\_\_

\_\_\_\_\_  
CVC President

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF \_\_\_\_\_ :

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

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

Print Name: \_\_\_\_\_, Notary Public

## Appendix D, Lease Agreement

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

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

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

WHEREAS, the Owners wish to enter into an Agreement with Tenant for the lease for 25 years of a portion of its parcel 66-110.-102.000 where the ADA access ramp meets the ground, as shown in Appendix B.

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

### **1. Basic Agreement Provision**

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

- 1.1 Premises - A portion of parcel number 66-110.-102.000 that extends 35 feet in a generally westerly direction from the northeastern corner of the Existing Ramp, which extends from the Lower Station of the Johnstown Inclined Railway; makes a 90-degree turn and extends up to sixty (60) feet in a southerly direction, meeting with CVC Parcel # 75-006.-101.000; makes a 90 turn and follows in a generally easterly direction along the boundary of CVC Parcel # 75-006.-101.000; and makes a 90 degree turn in a generally northerly direction to the beginning point, as shown on Appendix A. Having a street address of 709 Edgehill Dr., Johnstown, PA 15905.
- 1.2 That Owners, after the expiration of this 25-year lease, shall allow the continued public use of the ADA ramp and connected walkway or trail on the portion of parcel 66-110.-102.000 described above and shown on Appendices A and B as long as the City and/or CVC or their heirs, successors and assigns shall maintain and insure the Park.

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

## **2. Premises and Access**

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

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

**3. Notice**

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

Tenant's Address:

City Manager's Office  
401 Main Street  
Johnstown PA 15901

Owner/s Address:

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

Operating Partner's Address:

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

**4. Entire Agreement**

This Agreement contains the entire agreement between the parties.

**5. Governing Law**

This Agreement contains the entire agreement between the parties.

**6. Governing Law**

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

**7. Amendments**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

**For the City of Johnstown/Tenant**

Witness

Attest:

\_\_\_\_\_

\_\_\_\_\_

Name/Title

**For Cambria County Transit Authority/Owner**

Witness

Attest:

\_\_\_\_\_

\_\_\_\_\_

Name/Title

**For Inclined Plane, Inc./Owner**

Witness

Attest:

\_\_\_\_\_

\_\_\_\_\_

Name/Title

**For Conemaugh Valley Conservancy, Inc.**

Witness

Attest:

\_\_\_\_\_

\_\_\_\_\_

Name/Title

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF \_\_\_\_\_ :

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

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

\_\_\_\_\_, Notary Public  
Print Name:



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

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

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

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

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

### **1. Basic Agreement Provision**

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

- 1.1 Premises - Parcel # 75-006.-101.000 as shown on Appendix B.
- 1.2 The Park – the Premises and adjacent areas where CVC and the Owner are developing ADA access from the Inclined Plane Bridge to the hillside and a walkway to near the Stonycreek River in Phase I, plus a fishing pier and boat dock to be added in the next phase of work as shown on the Plan (Appendix A).
- 1.3 Insurance - That the Operating Partner shall provide insurance for any improvements constructed in the Park, with said insurance listing the City, CamTran and Inclined Plane as co-insured. Such insurance shall be comprehensive in nature with coverage in the amount of \$1,000,000.00 with an umbrella coverage for \$3,000,000.00 for a total coverage amount of coverage for \$4,000,000. The City reserves the right to request additional insurance on an as needed basis for activities and events in the future.
- 1.4 Rent - Tenant shall pay the **Owners** an annual rental of **One (\$1.00)** dollars payable in advance on the **first (1st)** day of each year throughout the term of this Agreement. Rent payments must be delivered to 502 Maple Ave, Johnstown, PA 15901.
- 1.5 Term - The initial term of this lease shall be for a period of twenty-five (25) years commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 and ending on the

\_\_\_\_\_ day of \_\_\_\_\_, 2020. The parties agree that the Tenant or Owner shall have the opportunity to renegotiate or renew this Agreement, provided that no default has occurred and either party provides the other party with written notice of its intent to exercise this option on or before three months prior to the end of the term of the lease.

## **2. Premises and Access**

- 2.1 Premises. The Owner hereby leases to the Tenant and the Tenant hereby leases from the Owner, subject to the terms and conditions of this Agreement, the Premises as described in Section 1.1 together with improvements thereon.
- 2.2 Access. Owner shall have access for all maintenance, repairs or improvements to the Premises or the Park as necessary to ensure the proper upkeep and safe pedestrian access during normal operating hours.
- 2.3 Access. Owner shall have the right to close the access ramp when the Inclined Plane is not in operation, during inclement weather or when other circumstances may result in unsafe conditions.
- 2.4 Except as otherwise limited by this Agreement, the parties agree to defend, release, indemnify, and hold harmless each other, their successors and assigns, and officers, Board of Directors, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, cause of action, suits or any other rights that may inure to each other occurring on the Premises as defined and as a result of and/or in relation to the performance of this agreement and any use thereof of the Premises addressed by this, including any and all expense, legal or otherwise, incurred by the indemnified party in the defense of any such claim or the enforcement of this Agreement. provided, however, that the party being sued shall promptly give notice to each other party and provide information as one party may reasonably request to defend such claim, demand, or suit. The parties shall be responsible for their own costs, expenses, and reasonable attorneys' fees that may be incurred or paid regarding enforcing the covenants and conditions of this Lease, whether incurred as a result of litigation or otherwise.

## **3. Notice**

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

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

Owner/s Address:  
Conemaugh Valley Conservancy, Inc.

PO Box 218  
Johnstown, PA 15907-0218

**4. Entire Agreement**

This Agreement contains the entire agreement between the parties.

**5. Governing Law**

This Agreement contains the entire agreement between the parties.

**6. Governing Law**

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

**7. Amendments**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

**For the City of Johnstown/Tenant**

Witness

Attest:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name/Title

**For Conemaugh Valley Conservancy, Inc.**

Witness

Attest:

\_\_\_\_\_

\_\_\_\_\_

Name/Title

COMMONWEALTH OF PENNSYLVANIA:

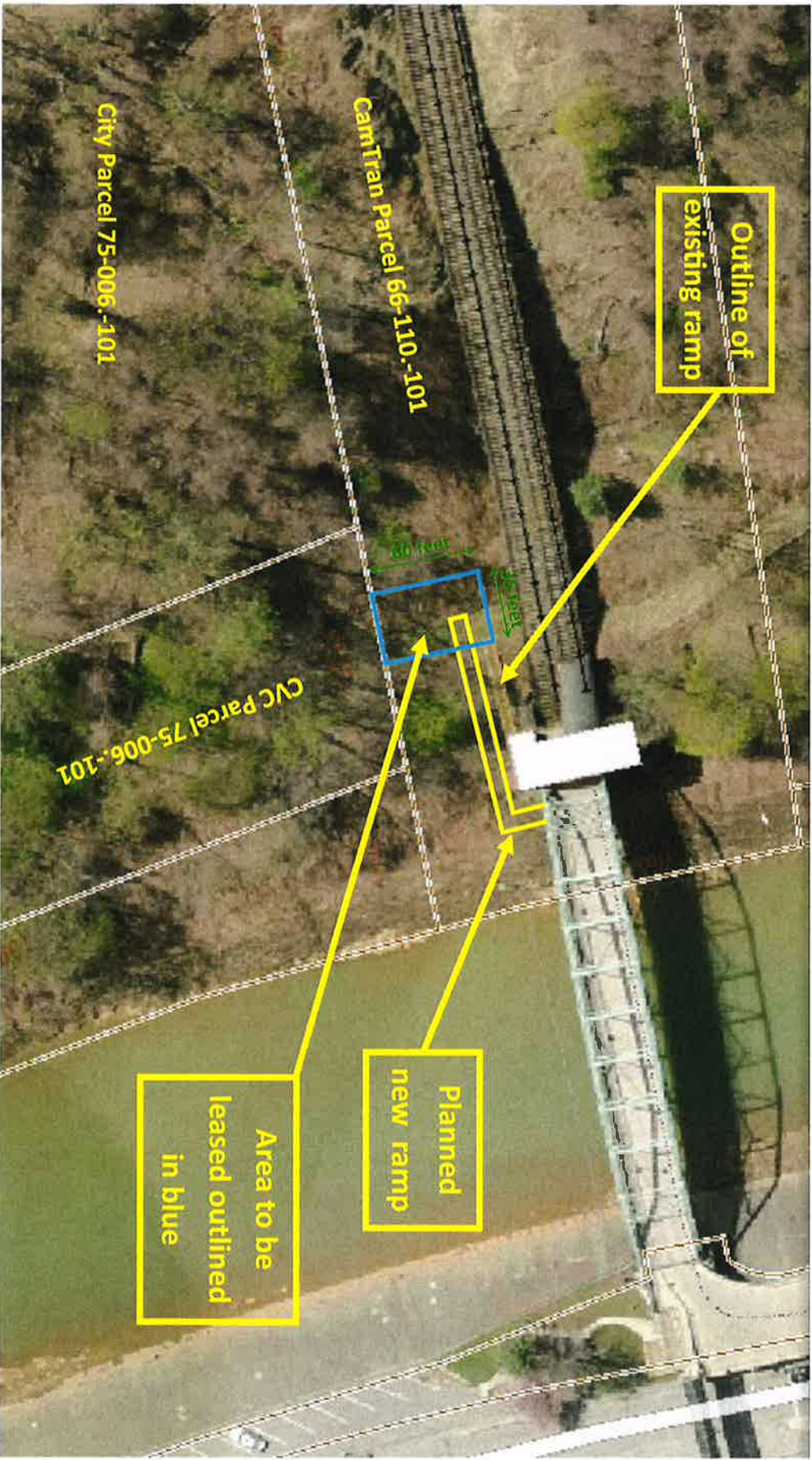
COUNTY OF \_\_\_\_\_ :

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

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

\_\_\_\_\_, Notary Public  
Print Name:

# APPENDIX A



For Phase I of Inclined Plane Riverside Park, this aerial view/map shows the location of the land being leased. An arrow points to the Existing Ramp, which is visible on this aerial view from the Cambria County GIS system; this ramp extends from the Lower Station of the Johnstown Inclined Railway.

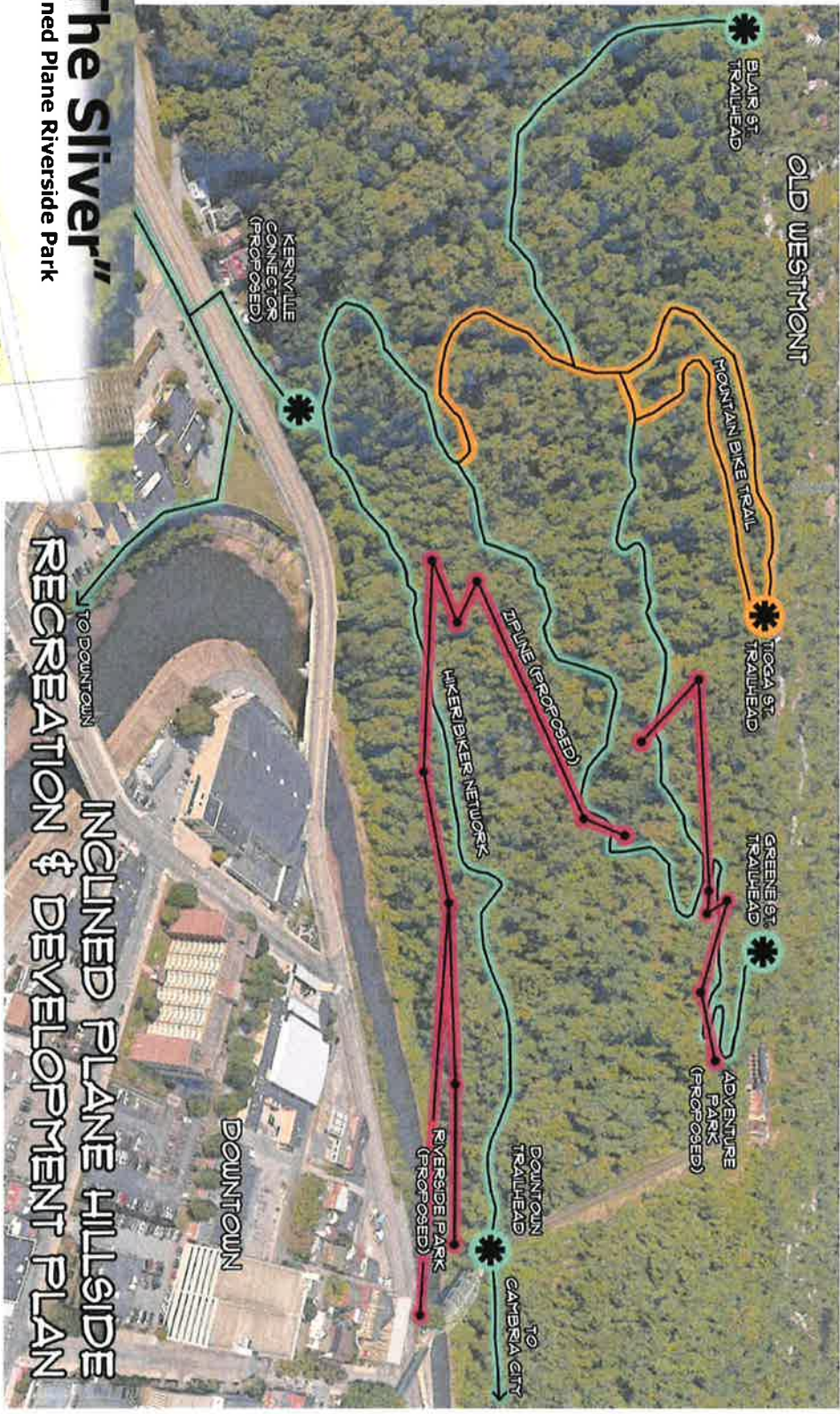
The Planned ADA Ramp from the Inclined Plane Bridge is outlined in yellow (6 to 8 feet wide).

The area being leased to the City is outlined in blue; it extends 35 feet in a generally westerly direction from the northeastern corner of the Existing Ramp, which extends from the Lower Station of the Johnstown Inclined Railway; makes a 90-degree turn and extends up to sixty (60) feet in a southerly direction, meeting with CVC Parcel # 75-006-.101.000; makes a 90 turn and follows in a generally easterly direction along the boundary of CVC Parcel # 75-006-.101.000; and makes a 90 degree turn in a generally northerly direction to the beginning point, as shown on Appendix C.

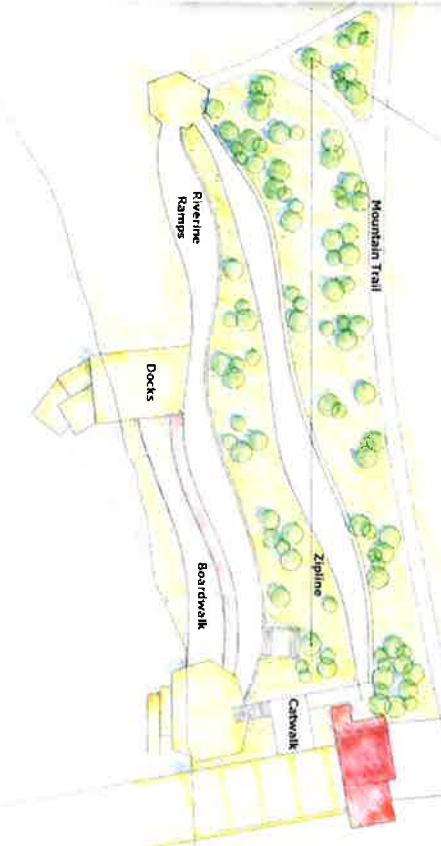


# Appendix A

Inclined Plane  
Riverside Park  
Plan.



## "The Sliver" Inclined Plane Riverside Park



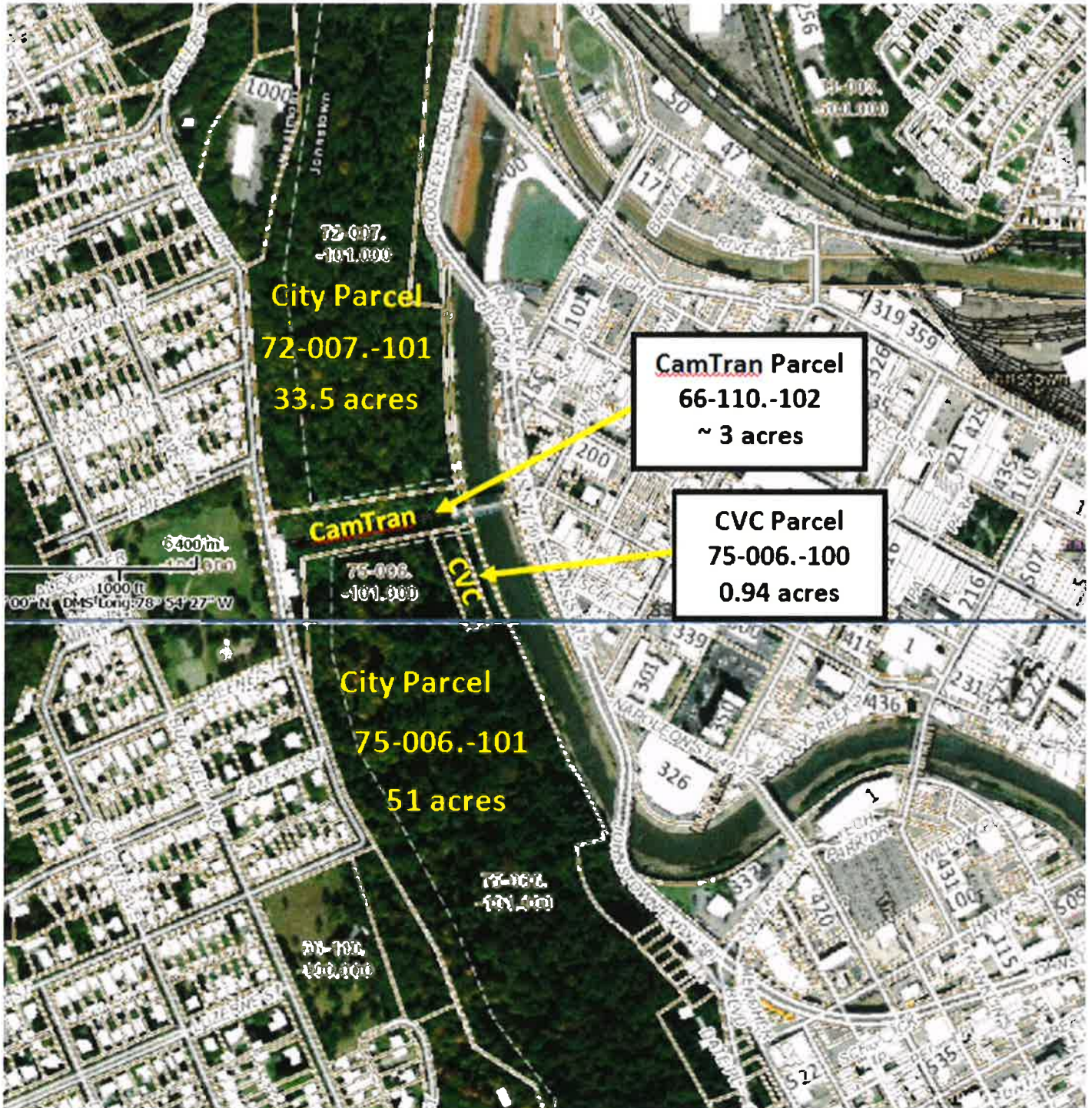
The Riverside Park or "The Sliver" is being developed beside the Inclined Plane and a schematic design is shown at left. The green lines show existing and planned trails, the yellow lines show new mountain-bicycling trails and the red lines show the proposed zip line.

## INCLINED PLANE HILLSIDE RECREATION & DEVELOPMENT PLAN



# Appendix B: Parcels covered in the Memorandum of Agreement between the CITY OF JOHNSTOWN, CAMBRIA COUNTY TRANSIT AUTHORITY and CONEMAUGH VALLEY CONSERVANCY, Inc. (CVC).

The map below from the Cambria County Tax Map shows parcels 72-007.-101.000 and 72-006.-101.000, which are owned by the City of Johnstown; parcel 75-006.-100.000, which is owned by CVC and leased to the City for 25 years; and parcel 66-110.-102, which is owned by Cambria County Transit Authority, a small part of which is being leased to the City for 25 years.





CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10350

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR ANY OF HIS DESIGNEES TO ENTER INTO AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE A CONTRACT WITH A WHOLESALE ENERGY COMPANY FOR THE PURPOSE OF DISCOUNTED ELECTRICITY.

WHEREAS, the Financial Director has determined that it would be in the City's interest to retain the services of EP&G as an independent energy consultant; and

WHEREAS, the City is currently paying .057 cents per kilowatt hour. The electric service is currently with Direct Energy but there is no contract. EP&G has stated the City could have a contract with an electric supplier that would charge .051 cents per kilowatt hour. They can also reduce the charge for power to Street Lights to .0375 cents per kilowatt hour. The reduction in rates would result in savings to the City of \$35,000 to \$40,000 per year; and

WHEREAS, the City's authorization for entering into an agreement with a wholesale supplier is contingent upon said agreement including a rate at/around the level identified above, or lower, in order to effectuate the estimated savings; and

WHEREAS, any/all final actions taken to effectuate such an agreement shall remain contingent upon review and approval of the City Solicitor;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Pennsylvania, that the Interim City Manager is hereby authorized and directed to execute and take any/all actions necessary to effectuate a Contract with a Wholesale Energy Company for the purpose of discounted electricity in accordance with the terms and conditions outlined in this Resolution.

ADOPTED:

October 14, 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. **10350** as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk



CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10351

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO PREPARE, ADVERTISE AND PURSUE A REQUEST FOR PROPOSALS FROM QUALIFIED ATTORNEYS AND FIRMS OF ATTORNEYS FOR THE APPOINTMENT AND PROVISION OF LEGAL SERVICES AS THE CITY SOLICITOR.

WHEREAS, the City Council wishes for the Interim City Manager to issue a Request for Proposals for the provision of legal services and the performance of City Solicitor duties as set forth in the City of Johnstown Home Rule Charter and Administrative Code at Chapter 224, Ordinance 4654, including the duties to serve as chief attorney for the City; to prepare and revise ordinances and resolutions as required by the City Manager, the Council or any committee thereof; to provide legal advice on any legal matter or question submitted by the City Manager or the Council; to provide written legal opinions citing legal precedent upon request for a formal legal opinion requested by Council or the City Manager; to attend Council meetings; to litigate all legal actions and claims brought by or against the City, except in those cases in which an insurance company provides counsel, or other legal counsel is retained; to approve for legality all contracts, agreements, fidelity bonds or other legal documents to be executed by authorized City officers; and to advise the City Council and City Manager on the need for specialized counsel in legal matters involving the City; and

WHEREAS, said Request for Proposals shall provide for qualifications including status as an attorney-at-law or a firm of attorneys licensed to practice law in Pennsylvania, and for service to occur at the pleasure of the Council, pursuant to a scope of services agreement to be entered between Council and the City Solicitor;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, authorizes and directs the Interim City Manager to prepare, advertise, and pursue a Request for Proposals for Solicitor services in accordance with the duties and qualifications set forth within the City of Johnstown Home Rule Charter and Administrative Code, Chapter 224, Ordinance 4654, as amended.

IT IS HEREBY FURTHER RESOLVED that this Resolution shall be effective immediately upon passage.

ADOPTED:

October 14, 2020

By the following Vote:

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

Nays: None (0)

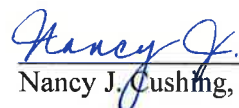


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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10351** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



---

Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN  
REQUEST FOR PROPOSALS & QUALIFICATIONS (RFP)  
FOR CITY SOLICITOR**

**I. PURPOSE AND INTENT**

Through this Request for Proposal (RFP), the City of Johnstown hereinafter the "City" seeks to engage a respondent as Solicitor and/or Special Labor Counsel for the City commencing November 18, 2020, or upon appointment, whichever is later.

**II. PROPOSAL SUBMISSION**

An original, clearly marked and eight (8) full, complete and exact copies of each proposal shall be submitted in a sealed envelope and must be marked as "City Solicitor" and addressed to:

John Trant  
Interim City Manager  
City of Johnstown  
401 Main Street  
Johnstown, PA 15901

The proposal must be received no later than **November 6, 2020, at 11:00 a.m.**

**Faxed or emailed proposals will NOT be accepted. Any inquiry concerning this RFP should be directed via email to:**

John Trant  
Interim City Manager  
City of Johnstown  
[Jtrant@cojtwm.com](mailto:Jtrant@cojtwm.com)

All documents/information submitted in response to this solicitation shall be available to the general public. The City will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The City reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. Johnstown also reserves the right to negotiate with all qualified sources, or to cancel in part or in its entirety the RFP when Johnstown determines that such action is in its best interests.

The City further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all respondents submitting proposals.

**III. GENERAL INFORMATION ON THE CITY OF JOHNSTOWN**

The City of Johnstown is located in southern Cambria County, Pennsylvania and operates under the Home Rule Charter form of government, with a seven (7) member City Council and an appointed City Manager. Johnstown is 5.8 square miles, 75 miles east of Pittsburgh, population 20,978, 95FT and 10 PT employees, \$20 million budget. Departments include: Administration, Finance, Police, Fire, Public Works, Code Enforcement, Community

Development, Parks and Recreation. The City has a financially distressed determination under PA Act 47 and works with an Act 47 Recovery Team appointed by the PA DCED. The City Council meet on the second and fourth Wednesday of each month as well as special meetings and workshops on an as-needed basis.

#### **IV. MINIMUM QUALIFICATIONS**

The City requires the services of a firm or individual that is able to provide legal advice on a variety of matters. See Exhibit A for details on required services. The City has retained the services of separate labor counsel to oversee collective bargaining and to assist with employment law matters. The labor counsel will work closely with the Solicitor.

#### **V. MANDATORY CONTENTS OF PROPOSAL**

In addition to demonstrating an ability to meet all minimum qualifications described in Exhibit A, the firm must also include and address the following:

1. **Contact Information:** Provide the name and address of the firm; the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal, and the principal professional assigned to the City.
2. A three-year rate proposal for 2020-2021, 2022, and 2023. The proposal should include a rate schedule detailing Personnel Classifications, rates per hour, direct expenses such as auto travel, copies etc. and any other costs that may be applicable.
3. An executive summary of not more than two (2) pages, identifying and substantiating why the respondent is best qualified to provide the requested services.
4. A staffing plan listing those persons who will be assigned to the engagement if the respondent is selected, including the designation of the person who would be the respondent's principal professional responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. The information should include, at a minimum, a description of the Principal's relevant professional experience, years and type of experience, and number of years with the respondent.
5. A description of the respondent's experience in performing services of the type described in this RFP. The respondent shall have at least five (50 years' experience as a City/Township/Borough Solicitor for a City/Township/Borough in the state of Pennsylvania. Experience working with a City of the Third Class and/or a Home Rule community is a plus. Provide specific examples of work within the scope of services required under this RFP in similarly-sized communities.
6. A description of the systems that will be established for monthly reporting of the status of projects, requests, and litigation.

7. The location of respondent's office, if other than the respondent's main office, at which the respondent proposes to perform services required under this RFP. Describe your presence in Pennsylvania and any familiarity your firm has with the Cambria County area.
8. References, including at least three (3) clients of similar-sized communities; three (3) clients for whom services have been provided for at least three (3) years; and two (2), former clients for whom services have been provided within the past five (5) years. Provide the contact names, titles and phone numbers.
9. If the respondent or any principal therein has been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three (3) years, the bidder must provide a description of the litigation and/or disciplinary action.
10. A description of any ongoing investigations and/or litigation matters involving the respondent, its directors, officers and principals and any individuals employed by the respondent that relate to the performance of the respondent in the proposed field of expertise.
11. Identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement.

## **VI. INTERVIEW**

The City Manager and/or the City Council reserve the right to interview any or all of the respondents submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The City reserves the right to request clarifying information subsequent to submission of the proposal.

## **VII. SELECTION PROCESS**

All proposals will be reviewed by the City Manager or his designee to determine responsiveness. Non-responsive proposal will be rejected without evaluation. For respondents that satisfy IV "Minimum Qualifications" and V "Mandatory Contents of Proposal" the City's evaluation will include but will not be limited to the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- 1) The respondent's general approach to providing the services required under this RFP.
- 2) The respondent's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFP.
- 3) The qualifications and experience of the respondent's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on

contracts of similar size and scope to the services required by this RFP.

- 4) The overall ability of the respondent to mobilize, undertake and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the respondent to perform the services required by this RFP; the availability and commitment to the engagement of the respondent's management, supervisory, and other staff proposed.
- 5) Costs and fee schedules.
- 6) Other criteria as deemed appropriate by the Commission

#### **VIII. SELECTION AND CONTRACT**

The City will select the respondent deemed most advantageous to the City, with price and other factors considered. The resulting contract will include this RFP, any clarifications or addenda thereto, the selected respondent's proposal, and any changes negotiated by the parties. The City is not required to appoint the lowest cost respondent.

**Exhibit A**  
**CITY OF JOHNSTOWN**  
**REQUEST FOR PROPOSAL & QUALIFICATIONS**  
**FOR CITY SOLICITOR**  
**MINIMUM QUALIFICATIONS**

Respondents must establish that they meet the following minimum qualifications:

1. Must be a multi-disciplined firm with experience in municipal law, municipal litigation and tort claim laws, Pennsylvania employment and personnel issues. The respondent shall have experience for communities in the State of Pennsylvania. The applicant must demonstrate a high degree of knowledge, experience and ability with the following:

- a) Right to Know
- b) Pensions
- c) Contracts
- d) Taxation
- e) Real Estate and Delinquent Tax Sales
- f) Construction and Building Codes
- g) Arbitration
- h) Zoning, Planning, and Land Use
- i) Bond and other debt instruments
- j) Civil Rights
- k) Litigation

2. The respondent also must demonstrate a high degree of knowledge, experience and ability with the following:

- a) The operation of local governmental units in Pennsylvania.
- b) Acquisition and disposition of real estate including familiarity with County repository procedures, sheriff sales, demolition and condemnation.
- c) Assisting with acquiring and administering grants.
- d) Assembling Employment Practices documents and overseeing Liability (EPL) policies to protect the Township.
- e) Experience in a Council-Manager form of government.
- f) Experience in operating in a public meeting and public forum environment
- g) Knowledgeable in government ethics laws.
- h) Knowledgeable in preparation and review of ordinances, resolutions, agreements, contracts, forms, and other documents required by the City.

The respondent must attend and provide legal advice at all City Council meetings and other meetings as directed and represent the City in all judicial, EEOC, unemployment compensation, and arbitration issues including but not limited to the negotiation of all settlements.

The respondent must be licensed to practice law in the State of Pennsylvania and be a member of the Bar in good standing. Include a list of any other professional qualifications; experiences and/or credentials you feel are relevant to this RFP.

The respondent shall comply with and be subject to all provisions of the Johnstown Code of Ordinances and the Home Rule Charter.

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10352

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS REQUIRED AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SUBMISSION OF THE ATTACHED APPLICATION FOR TRAFFIC SIGNAL MAINTENANCE TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City desires to own, operate, and maintain a City-wide traffic control system and to make improvement on devices at the following locations within city limits, in connection with a project for improvements:

Existing Signals:

SR 3011 (Franklin Street) at SR 3002 (Southmont Blvd)

SR 3011 (Franklin Street) at Akers Street

SR 3011 (Franklin Street) at Osborne Street

SR 3011 (Franklin Street) at SR 0403 (Valley Pike)

WHEREAS, a signed application for Traffic Signal Approval (TE 160) must be submitted and Traffic Signal Permit must be issued before any work can begin; and

WHEREAS, the City shall provide Preventive Maintenance as covered and required by the application at set required intervals, and provide any Response Maintenance or work necessary to restore a traffic signal system to proper and safe operation.

WHEREAS, the City shall provide in its annual budget funds sufficient to cover the cost of personnel, training, contractors, and equipment which are required by virtue of this application.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, hereby authorizes the Interim City Manager and/or his designee to sign all documents and take all actions necessary to submit the above-referenced applications for Traffic Signal Maintenance Approval to the Pennsylvania Department of Transportation

ADOPTED:

October 14, 2020

By the following vote:

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

Mr. Arnone. (7)

Nays: None (0)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10352** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk