



CamTran, Johnstown, PA is soliciting price proposals from qualified offerors for the sale of its former transit operations properties located in Johnstown, PA and welcomes you or your business to submit a proposal for the same. If interested, please review the attached information and proposal submittal procedures required by CamTran for consideration of you or your business. Please ensure that if you obtain this solicitation information from the CamTran website that you contact Anne Covalt at acovalt@camtranbus.com or Tom Sylvia at tsylvia@camtranbus.com in order to be added to the bidder's listing for any addenda that might be issued.

REQUEST FOR PROPOSALS (RFP)

FOR

**THE PURCHASE OF PROPERTY LOCATED AT
630 and 726 CENTRAL AVENUE, JOHNSTOWN, PA 15902**

Issued by:

Cambria County Transit Authority (CamTran)
502 Maple Avenue
Johnstown, PA 15901
Attn: Thomas G. Sylvia
Telephone: 814-535-5526 ext. 222
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Friday, August 3, 2018	Request for Proposal (RFP) Released (advertised)
Thursday, August 9, 2018	Pre-Proposal Conference and Property Walkthrough (Optional) 10 a.m. – 12 noon
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Thursday, August 16, 2018	Written responses to questions issued by CamTran
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Friday, August 24, 2018	Anticipated contract award by Board of Directors
Friday, August 24, 2018	Anticipated issuance of award

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SECTION 1— INSTRUCTIONS TO PROPOSERS

1-1 Introduction

CamTran is the primary public transportation provider for the Cambria County, PA region with office locations in Ebensburg and Johnstown, PA (3). Currently, CamTran provides fixed route transit service within Johnstown, PA, Cambria County and Windber, PA, Somerset County, a service area that accounts for 1.2 million passenger rides annually. In addition to traditional fixed-route service, CamTran provides American with Disabilities Act (ADA) paratransit service and shared ride (Reserve-A-Ride) services. CamTran is a municipal authority and is governed by the Municipal Authorities Act of 1945. CamTran is governed by a nine member Board of Directors. Members are appointed by the Board of Commissioners of Cambria County. CamTran employs 146 employees in a variety of operating and administrative positions. CamTran operates a fleet of 64 revenue vehicles. CamTran is funded through a variety of programs at the Federal, State and local level. CamTran follows all applicable third party procurement policies in accordance with the Federal Transit Administration (FTA) Circular 4220.1F. In addition to providing the public transportation described above, CamTran also operates the Historic Johnstown Inclined Plane. The Johnstown Inclined Plane is an 896.5-foot (273.3 m) funicular in Johnstown, Cambria County, Pennsylvania. The incline and its two stations connect the city of Johnstown, situated in a valley at the confluence of the Stonycreek and the Little Conemaugh Rivers, to the borough of Westmont on Yoder Hill. The Johnstown Inclined Plane is billed as the "world's steepest vehicular inclined plane", as it is capable of carrying automobiles, in addition to passengers, up or down a slope with a grade of 70.9 percent. The travel time from one station to the other is 90 seconds. After a catastrophic flood in 1889, the Johnstown Inclined Plane was completed in 1891 to serve as an escape route for future floods, as well as a convenient mode of transportation for the residents of the new communities situated above the valley. The facility is a tourist attraction which has had an average of 150,000 visitors annually over the past several years.

1-2 Purpose

CamTran is seeking proposals from qualified offerors, either individual entities or joint ventures, (hereinafter referred to as "Proposer") to purchase the properties located at 630 and 726 Central Avenue, Johnstown, PA 15902. The proposals must address the purchase as one property including both locations.

1-3 Proposal Submission

The Proposer will submit one (1) original proposal with the originals of all the required paperwork along with three (3) hard copies of the proposal and the required paperwork. Oversize pages used for drawings or similar purposes are not prohibited. Each proposal, complete with the appropriate paperwork, will be bound together with the required RFP Cover Page and Vendor Checklist (Attachment B) on top. The sealed package/envelope containing the proposal must be clearly marked with the words "Proposal for Property located at 630 and 726 Central Avenue, Johnstown, PA 15902".

IF PROPOSALS ARE MAILED, HAND DELIVERED OR SENT BY COURIER, DELIVER TO: CamTran, Procurement Department, 502 Maple Avenue, Johnstown, PA 15901. All RFP's must be submitted in a sealed envelope with the RFP title, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the proposal package.

1-4 Postponement or Cancellation of Request for Proposals

CamTran reserves the right to cancel the RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

1-5 Proposal Signature

Each proposal shall include the RFP Cover Page signed by the Proposer submitting the proposal. The name and title of the Proposer shall be included following the signature.

1-6 Addenda

Receipt and review of Addenda (if applicable) by each Proposer must be acknowledged on the Addendum Page (Attachment D). All addenda must be signed and returned with each proposal.

1-7 Procurement Schedule

The following are key dates for this RFP. CamTran is committed to adhering to this schedule, but reserves the right to make modifications as it deems necessary at its sole discretion.

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1-8 Pre-Proposal Conference and Property Walkthrough

There will be an optional pre-proposal conference on **Thursday, August 9, 2018** starting at 10:00 a.m. to 12:00 p.m. at 726 Central Avenue, Johnstown, PA 15902. CamTran makes no warranty or guaranty of the condition of the Property or its fitness for any particular purpose or use. Both of the buildings and property are being offered for sale “as is”.

1-9 Inquiries

The Proposer is required to show on all correspondence with CamTran the following: "Proposal for the Disposition of 630 and 726 Central Avenue". Any communication with CamTran should be written and directed to: Thomas G. Sylvia, Procurement, CamTran, 502 Maple Avenue, Johnstown, PA 15901. Written communication may be emailed to tsylvia@camtranbus.com. Correspondence will not be accepted by any other party. Contact with any other person may result in the Proposer being disqualified from consideration.

1-10 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of ten (10) calendar days before date set to receive proposals) for a reply to reach other Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but at least five (5) calendar days prior to the proposal due date. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements or instructions given by CamTran before the award of the Contract will not be binding upon CamTran.

1-11 Examination of RFP and Contract Documents

Proposals should be reviewed for accuracy before submission to CamTran. CamTran will not be responsible for errors in any proposal. CamTran makes no representations or warranties express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all supplements, if any, is made subject to errors or omissions, withdrawal or cancellation without prior notice, and changes to, or additions to, same. Proposers are expected to examine the specifications, schedules and all instructions. Failure to do so will be at the Proposer's risk. It is the intent of these specifications to describe the property at 630 and 726 Central Avenue, Johnstown, PA 15902.

The submission of a proposal shall constitute an acknowledgment upon which CamTran may rely that the Proposer has thoroughly examined and is familiar with the solicitation and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the property described hereunder. The failure or neglect of a Proposer to receive or examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, statutes, regulations, ordinances or resolutions.

1-12 Cost of Proposals

CamTran is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of Proposals submitted in response to this solicitation.

1-13 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at CamTran's office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

1-14 Errors and Administrative Corrections

CamTran will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers. CamTran reserves the right to request an extension of the proposal period from a Proposer or Proposers.

CamTran reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the Proposer must be initialed by the person signing the proposal.

1-15 Compliance with RFP Terms and Attachments

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania as they may from time to time be in effect, without giving effect to any conflicts of law provisions. Any suit or proceeding arising out of, relating to or mentioning this Agreement shall be commenced only in the state or federal courts maintaining jurisdiction in Johnstown, Cambria County, Pennsylvania, and each party to this Agreement hereby consents to the jurisdiction and venue of the Court of Common Pleas of Cambria County.

1-16 Letter of Intent

The successful Proposer shall be required to execute a Letter of Intent within (10) ten days of notification of the selection committee's decision to proceed with negotiations.

1-17 Proposal Requirements

All matters related to this sale and this proposal shall conform to the requirements of the RFP. They must contain the following items and follow the exact sequence outlined below:

A. Cover Letter, providing the following information:

1. Identification of the Proposer(s), including name, address and telephone number of the appropriate contact person.
2. Signature of the Proposer or an individual authorized to enter into contracts on behalf of the Proposer to bind the Proposer to the terms of the proposal.

B. RFP Cover Page and Applicable Attachments

C. Proposal

Proposers must articulate an offer (\$) that presents the highest return to CamTran.

D. Notice of Exception (if applicable)

E. Committal Letter

Proposers to the RFP shall agree, by and in the submission of the proposal, to hold the terms of their submission until the conclusion of the transaction. The proposal shall be accompanied by a letter of committal, signed by the Proposer or an individual authorized to enter into contracts on behalf of the Proposer. The letter of committal shall state that the offer is effective until an agreement is reached.

F. Letter of Credit from a Financial Institution

The Proposer shall identify all proposed funding sources to be utilized for the acquisition of 630 and 726 Central Avenue. The Proposer shall submit a Letter of Credit from a financial institution (*e.g.* bank), or other institution, listed as a funding source. The documents submitted shall demonstrate that the Proposer has sufficient assets available, or access to sufficient credit, to acquire the property in the timeframe proposed. The Proposer shall submit a plan for securing all necessary financing to complete the purchase of the property under this RFP.

G. Good Faith Deposit

At the time of proposal, the Proposer shall submit a certified check equal to ten percent (10%) of the proposed purchase price, or \$5,000, whichever is greater. Personal checks are not considered an acceptable form of Good Faith Deposit.

If the highest rated Proposer withdraws its proposal, fails to make payment in full as set forth herein, fails to execute the required documents, or otherwise fails to reasonably cooperate in the conveyance of the property as required by this RFP or by applicable law,

then the certified check as applicable, shall be forfeited to CamTran.

CamTran will return the certified check of those Proposers whose proposal is rejected by CamTran, upon signing a Purchase and Sale Agreement with the successful Proposer.

1-18 Collusion

The Proposer guarantees that the proposal submitted is not a product of collusion with any other Proposer and no effort has been made to fix the proposal price of any Proposer or to fix any cost element of any proposal price. Failure to submit the signed affidavit at the time proposals are due shall be grounds for disqualification of the Proposer's offer.

If CamTran determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. CamTran's determination shall be final.

1-19 Pricing

Price should be the amount being proposed to purchase the buildings. All applicable required Federal, State and Local taxes will be the responsibility of the proposer. (Taxes should not be included in the price proposal). Bidders should use the Price Offer Sheet included as Attachment A with their bid.

1-20 Rejection of Proposals

CamTran reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

1-21 Protest Procedures

Any protest or objection to the terms and condition will be submitted for resolution to CamTran's Executive Director. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by CamTran if it is insufficiently supported or if it is not received within the specified time limits.

All protests based upon restrictive procedures, alleged improprieties, or similar situations prior to proposal opening must be submitted to CamTran's Executive Director no later than five (5) calendar days prior to the specified proposal opening date.

Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to CamTran's Executive Director within five (5) business days after notification of award. All protests will be considered by the Protest Review Board. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Executive Director, Controller and the Legal Counsel for CamTran. No further appeals will be considered by CamTran. The Proposer may file a protest with FTA provided that the proposal complies fully with the requirements of FTA Circular 4220.1F.

Review Process

Except as otherwise provided in this solicitation, any Protest concerning a question of fact arising under this solicitation which is not disposed of by agreement shall be decided by a Protest Board comprised of CamTran's Executive Director, Controller and Legal Counsel. This board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Proposer. The decision of the Protest Board shall be final, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary and so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the successful Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a Protest hereunder, the successful Proposer shall proceed diligently with this transaction and in accordance with the Protest Board's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this solicitation shall be construed as making final the decision of any administrative official, representative or board on a question of law.

1-22 Proposal Alternatives

Proposals shall address all requirements identified in this solicitation. In addition, CamTran may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in CamTran's best interests. Proposal alternatives must be clearly identified.

SECTION 2 – PROPOSAL EVALUATION & AGREEMENT

2-1 General

The property will be made available for inspection, by appointment only, from 8:00 a.m. to 3:00 p.m. Monday-Friday through **Friday, August 17, 2018**. Please contact Don Gibson at 814-535-5526 ext. 214 to schedule an appointment. Proposals shall be submitted to Tom Sylvia at 502 Maple Avenue, Johnstown, PA 15901 by 3:00 p.m., **Tuesday, August 21, 2018**, immediately after which said proposals will be opened. CamTran will open and evaluate all proposals in accordance with evaluation criteria outlined herein. CamTran has determined that the selection of the most advantageous offer requires comparative judgments of factors in addition to and other than price.

The Evaluation Committee may elect to interview Proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. CamTran expects all offerors to fully cooperate with its evaluation process.

2-2 Eligibility

CamTran will enter into an agreement with the responsible and responsive Proposer based on the evaluation and award process described in this RFP. CamTran will not evaluate the proposals solely on the basis of the highest return. Selection of the successful Proposer shall be based on the Proposer's responsiveness to the requirements and conditions described in this RFP, financial stability and the proposed offer as deemed to be in the best interest of CamTran.

2-3 Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each Proposer will be ranked in numerical sequence, from the highest to the lowest score. CamTran may then select the proposal that is considered to be the most advantageous to CamTran.

2-4 Scoring and Evaluation Criteria

The instructions, terms and conditions, as amended through the request for approved equal or exception process, and any addenda thereto, set forth the minimum requirements of the agreement.

Proposer's level of response to requested information will be considered throughout the scoring process.

The evaluation criteria and corresponding weight of each are listed as follows:

A. Greatest Value to CamTran (70%)

- An offer that presents CamTran with the highest return.

B. Ease of Deal Closure (30%)

The Evaluation committee will consider the following items:

- Proposer's expected time to close.
- Proposer's requirements/expectations of CamTran in a Purchase and Sale Agreement.
- Possible contingencies or conditional purchases related to the acquisition of the property, etc.

2-5 Competitive Range

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer (BAFO) or

negotiations.

2-6 Negotiations

CamTran may undertake concurrent negotiations with Proposers determined to be within a competitive range. CamTran does, however, reserve the right to enter into an agreement based on the original proposal without any negotiations. The decision to enter into an agreement without negotiation may be made by CamTran if, in the sole opinion of CamTran, preliminary evaluation of the proposals received indicates that the best proposal representing the highest return has been received.

Concurrent negotiations with all Proposers whose proposals are within the competitive range may be conducted by CamTran. Negotiations may be entered with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, CamTran may initiate negotiations with the next ranking Proposer or reject all proposals.

Negotiation of an agreement will be in conformance with all applicable federal, state and local laws, regulations, rules and procedures. The objective of the negotiations will be to reach an accord on all provisions of the proposed agreement.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to CamTran's Board of Directors as the successful Proposer for disposition of the property.

2-7 Deliberately Left Blank

2-8 Agreement

The sale of these facilities must first be approved in writing by the Federal Transit Administration (FTA) prior to any final sale. An agreement, if any, will be made by CamTran to the responsible Proposer whose proposal best meets the requirements of the RFP, and will be the most advantageous to CamTran with respect to the highest return and other factors as evaluated by CamTran. CamTran shall have no obligations until an agreement is signed between the Proposer and CamTran.

2-9 Execution of Agreement

The Proposer to whom CamTran intends to enter into an agreement with shall sign the agreement and return it to CamTran. Upon authorization by CamTran's Board of Directors, or designee, the agreement will be countersigned.

2-10 Public Disclosure of Proposals

CamTran is subject to the Pennsylvania Right to Know Law. Therefore, the contents of this RFP

and the Proposers proposal submitted in response to this RFP shall be considered public documents and are subject to the Pennsylvania statutes. As such, all proposals submitted to CamTran will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged or confidential information or data is included in the Proposer's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Pennsylvania statute. After being reviewed by CamTran's legal counsel, it is CamTran's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Pennsylvania statutes.

All data and documentation developed as a result of any agreement shall become the property of CamTran.

2-11 Conflicts of Interest and Non-Competitive Practices

Conflict of Interest – Proposer, by submitting a proposal to CamTran for the acquisition of property described herein, has thereby agreed that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the sale of property provided under this agreement and that it shall not employ any person or agent having any such interest. In the event that the Proposer or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to CamTran and take action immediately to eliminate the conflict or to withdraw from this agreement, as CamTran may require.

Contingent Fees and Gratuities – Proposer, by submitting a proposal to CamTran for the acquisition of property describe herein has thereby agreed:

No person or agency except bona fide employees or designated agents or representatives of Proposer has been or will be employed or retained to solicit or secure this property with an agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Proposer or any of its agents, employees or representatives, to any official, member or employee of CamTran or other governmental agency with a view toward securing this property or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to this agreement.

SECTION 3 – Property Information

3-1 Background

CamTran is the principal public transportation provider for the Cambria County, Pennsylvania region. CamTran constructed a new Bus Operations & Maintenance Facility at 502 Maple Avenue, Johnstown, PA 15901 in 2014. The former CamTran headquarters and maintenance site had been used for public transit since 1893. Environmental site conditions and site history documentation is available.

3-2 Site Description

CamTran's 1.747 total acreage (76,080 square feet) site is located at 630 and 726 Central Avenue, Johnstown, PA in the Moxham neighborhood. It is roughly bounded by Central Avenue to the West and 300 Place to the East. The subject property is eligible for listing in the National Register of Historic Places as part of the Johnstown Passenger Railway Company Car Barns. However, there is no historic covenant attached to the buildings. **Both of the buildings and property are being offered for sale "as is"**. The sewer lines from both structures have been confirmed to have no blockage as of the time this RFP was issued. The sewer lines have not been inspected or pressure tested by the seller. Unlike a residential dwelling, the seller does not know what the perspective buyer's intended use of these two structures will be, including whether there are any plans to utilize the existing restrooms in their present locations, eliminate any of the restrooms completely or add restrooms in other locations within the structures. It is understood that the inspection and pressure testing of the sewer lines for both structures will be the responsibility of the perspective buyer based on their intended use of these structures.

The roofs of both structures have been repaired by an outside contractor in 2017. There are no known roof leaks at this time. However, it is recommended that the roofs of both structures be replaced, if long term use of the structures is desired.

Mortar repairs are needed to some of the exterior walls. The parking lots for both buildings are in poor condition with pot holes throughout the area. In the Administration building overhead door #5 needs to be repaired. In the Maintenance building overhead door #9 needs to be repaired.

CamTran will not be providing any additional repairs/upgrades and/or financial assistance for repairs/upgrades. The site has been used for public transit related activities since 1893 and CamTran has been associated with the site since 1976. The buildings were converted for the maintenance and storage of diesel buses in the 1960's. The Site was used as a maintenance and storage facility for electric trolleys and then buses from 1893 to 2014 when CamTran moved its operations to a new facility. The Site currently has two buildings that functioned as the administration, operations and maintenance facilities. Surface areas outside of the buildings primarily consist of bituminous asphalt-paved roads, driveways and parking lots with concrete sidewalks. Copies of an independently conducted Facilities Condition Report dated February 4,

2009 and an independent Appraisal Report completed on July 19, 2018 are available electronically upon request. Electronic building drawings are also available upon request. As the buildings are eligible for the National Register of Historic Places, the Historic Resource Survey Form, completed by the Pennsylvania Historical and Museum Commission (SHPO) is incorporated into this RFP as Attachment J. Please contact Tom Sylvania at 814-535-5526 ext. 222 to request any of these documents.

Currently the Site is M1” Light Industrial. The “M1” Light Industrial Zoning District was amended as of January 23, 2013. Under permitted uses, the zoning now allows for any non-residential uses permitted in a “C1” Neighborhood Shopping District and “C2” Community Business District. The recent expansion of zoning allows for a wider range of uses, specifically for retail purposes.

Any unattached contents of both buildings will remain the property of CamTran and are not included in this solicitation. These items will be removed within 30 calendar days of reaching a sales agreement with the purchaser.

Uses Permitted by M1: Assembly of small electrical appliances; automobile services; automotive sales; distribution plants; laboratories; machinery sales; manufacturing products of a light nature; manufacture (processing, canning or packaging) beverages, cosmetics, drugs, perfumes or pharmaceutical and food products; storage (with some limitations); offices, printing and wholesale business.

Amended Uses Permitted by C1 and C2: All merchandise and products sold at retail, no upper limit in square footage for retail establishments, commercial parking lots, offices, gymnasiums, business colleges, catering, hospitals for animals, libraries, religious institutions, barber shops, funeral homes, branch of banks, eating and drinking establishments.

The two buildings contain a total of 55,334 square feet with the breakdown as follows:

- 630 Central Ave. 21,734 square feet
- 726 Central Ave. 33,600 square feet

The entire site is either covered by pavement or occupied by structure. The subject property is serviced with public water, sewer, gas and electricity. The following descriptions describe the two facilities:

Building 1 (726 Central Ave. – east of Bond St.) – This building consists of a one (1)-story, brick and stone structure, with a nearly flat (minimal slope for drainage) roof with a single-ply, waterproofing membrane (supported by steel trusses). Portions of the rubber roofing along the parapet wall are in need of repairs. Total Gross Building Area (GBA) is approximately 33,600 square feet, of which the administrative offices, conference rooms, driver areas, etc. comprise roughly 6,700 square feet. Interior clear ceiling heights range from 8’-9’ in the office areas, to 22’ in the former bus storage areas. This structure was primarily utilized for bus storage, dispatch, facilities maintenance, as well as administrative offices.

Building 2 (630 Central Ave. – west of Bond St.) – This building consists of a one (1)-story, brick and stone structure, with load bearing interior and exterior brick masonry walls that support a sloping roof with asphalt shingles supported by steel roof trusses. Portions of the existing flat roofing material in the center section of the parapet wall and other sections are in need of repairs. Total Gross Building Area (GBA) is approximately 21,734 square feet, and the building was primarily used for bus servicing and maintenance, as well as support functions (parts storage, offices for maintenance personnel, locker rooms, etc.) Interior clear ceiling heights are generally 18’ or less. There are several mezzanine areas (supported by steel or timber joists from the brick walls) that are generally not utilized for day-to-day operations and offer limited capacity for “dead” storage. The existing bus wash is approximately twenty six years old.

The subject property contains three (3) 6,000 gallon Underground Storage Tanks (UST). The tanks were updated to meet required standards and code in 1997. Heat in the bus maintenance and storage areas of both buildings is primarily provided by gas fired, infrared heaters (Co-Ray-Vac) mounted just below the ceiling. The bus wash area utilized an oil fired heating system, fueled by waste oil, to provide additional heat. None of these areas are served with cooling systems. The administrative offices (726 Central Ave.) are serviced with an independent HVAC system, which includes forced hot air heating and central air conditioning. The buildings sewage system lateral lines are tied in accordingly. Environmental factors are not included in the appraisal. The site is currently on the Johnstown Redevelopment Authority listing for being potentially brownfield eligible. Phase I on this has already been completed.

In accordance with ASTM E1527-13, a Phase I Environmental Site Assessment (ESA) was conducted at the Moxham Bus Barn Site, Johnstown, PA between October 2017 and February 2018. The Phase I ESA included Site reconnaissance; interviews with CamTran personnel knowledgeable of the Site history; review of documents provided by CamTran, and; review of local, state and federal databases containing information relating to compliance with environmental regulations.

The Site has been used for administrative offices along with the storage and maintenance of buses and trolleys since the late 1800’s. CamTran acquired the Site from the Johnstown Traction Company in 1977 and operated at the Site until 2014 when they moved to a new location. Administrative offices, bus storage and dispatch occurred in the Administration building. Bus maintenance, including washing and oil changes occurred in the Maintenance building. Several above ground storage tanks (ASTS) were observed in the Maintenance building along with hydraulic lifts in the floor. The ASTs were in secondary containment and were formerly used to store motor oil and anti-freeze used in routine maintenance. Some evidence was reviewed indicating that these types of maintenance activities, including painting, may have also occurred in the Administration building prior to CamTran’s acquiring the Site in 1977.

Since 2014 the Administration building (726 Central Avenue) has been leased on a month to month basis by a local business for the storage of dry raw materials and equipment. The Maintenance building is essentially vacant, but some tools and equipment remain. During Site reconnaissance the buildings appeared to be well maintained for their age and no obvious evidence

of release of hazardous substances or petroleum were observed.

Dispensers associated with two underground storage tanks (USTs) were observed outside the north east corner of the Maintenance building. The Pennsylvania Department of Environmental Protection (PADEP) Facility ID # is 11-10549 and the USTs are assigned numbers 012 and 013. Tank 012 is a 4,000 gallon gasoline UST and tank 013 is a 25,000 gallon diesel UST. In April 2015 an amended tank registration form was submitted to PADEP changing the status to "Temporarily Out of Use".

A review of environmental data base records and information provided by CamTran indicates that USTs 001, 002 and 004 through 011 had been located at the Site. USTs 005 through 011 were reportedly used to store gasoline, diesel and waste oil. The contents and status of the other USTs were not reported. In 1997 USTs 005 through 011 were removed and, according to the records, there was a confirmed release from tank 009 (diesel) and 011 (waste oil). The PADEP records indicate that in 2008 the cleanup status of those tanks was "Cleanup Completed".

The results of the Phase I ESA indicate:

- 1) No on-going regulatory enforcement action has been identified.
- 2) No likely off-site sources of environmental impact were identified.
- 3) It is likely that hazardous substances were used at the Site, in addition to petroleum, over its 100 year use as a maintenance facility.
- 4) The information reviewed indicates that tanks 005 through 011 were removed in accordance with PADEP requirements and the reportable release for 009 and 011 has been addressed to PADEP's satisfaction.

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by CamTran during the Solicitation period and prior to contract award.

Best and Final Offer: Best and Final Offer (BAFO) shall consist of the Proposer's revised proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Bidder/Proposer or Offeror: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to purchase the property.

Buyer: Individual designated by CamTran to conduct the solicitation process, draft and negotiate contracts, resolve contractual issues and supports the Project Manager during the property sale.

Day: Calendar Day.

FTA: Federal Transit Administration.

Person: Includes individuals, associations, firms, companies, corporations, partnerships and joint ventures.

Project Manager: The individual designated by CamTran to manage the project on a daily basis and who may represent CamTran for the property sale.

Proposal: The documents, and any other required information as identified herein or by any Addenda.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications and/or drawings that are available to Proposers for information and reference in preparing proposals but not as part of this agreement.

RFP or Solicitation: Request for proposals. Also known as the solicitation document.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or CamTran, as applicable, and means that the Contractor or CamTran, as applicable, has thereby entered into an agreement with the other party to do or perform the same.

SHPO: State Historic Preservation Office

ATTACHMENT A

PRICE OFFER SHEET

BE IT KNOWN, the undersigned _____ of _____ (Buyer) offers to purchase from CamTran of Johnstown, Pennsylvania (Owner), real estate known as 630 and 726 Central Avenue, Johnstown, PA 15902, County of Cambria.

The Purchase Price is:	\$ _____
Deposit (10%) herewith paid:	\$ _____
Upon signing sales agreement:	\$ _____
Balance at closing:	\$ _____
Total purchase price:	\$ _____

This offer is subject to Buyer either paying cash/check or obtaining a real estate mortgage. **Both of the buildings and property are being offered for sale “as is”**. This means with regard to the “condition of the property, any structures or any title exceptions now existing on the property. Once an offer is accepted any of the issues of condition on the property will not be the basis for a good faith default. Further, the purchase of the property shall not be contingent upon any zoning change or other municipal approvals.”

The parties agree to execute a standard purchase and sales agreement on the terms contained herein, within _____ days.

The closing shall be on or before _____ (month & day), _____ (year) at the Cambria County deed recording office.

Signed this _____ day of _____ (month), _____ (year).

Signature _____

ATTACHMENT B: VENDOR CHECKLIST

(To verify that all necessary documents are included)

(This form must be completed and returned. Failure to return this form or any of the applicable attachments may be cause for considering your proposal non-responsive).

	Vendor Check Off	CamTran Check Off
Cover Letter	_____	_____
RFP Cover Page	_____	_____
Attachment A: Price Offer Sheet	_____	_____
Attachment B: Vendor Checklist	_____	_____
Attachment C: Proposal Affidavit	_____	_____
Attachment D: Addendum Page	_____	_____
Attachment E: Request for Clarification	_____	_____
Attachment F: Affidavit of Non-Collusion	_____	_____
Attachment G: Federal Lobbying Certification	_____	_____
Attachment H: Required Clauses & Procedures	_____	_____
Attachment I: Pictures	_____	_____
Attachment J: Historic Resource Survey Form	_____	_____

ATTACHMENT C: PROPOSAL AFFIDAVIT FOR THE ACQUISITION OF 630 and 726 Central Avenue

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Solicitation Document with all supporting certificates and affidavits in order to submit a responsive and responsible offer for the acquisition of 630 and 726 Central Avenue, Johnstown, PA 15901.

SIGNED: _____

TITLE: _____

FIRM NAME: _____

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

Notary Public _____ My Commission Expires: _____

ATTACHMENT D: ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda (if applicable) to the Documents.

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

Signature

Title

8/3/18

ATTACHMENT E: PROPOSER'S REQUESTS, QUESTIONS, AND CLARIFICATIONS FORM

Moxham Properties

All requests, questions and clarifications must be submitted in writing and received on or before Tuesday, August 14, 2018. Proposers shall use the following form:

Name of Company/Individual: _____

Nature of Company (partnership, corporation, etc.): _____

Contact Person: _____

Phone #: _____ FAX #: _____ E-mail: _____

Company's Mailing Address: _____

REQUESTS/COMMENTS/QUESTIONS/CLARIFICATIONS (attach additional sheets as necessary):

I certify that neither I, nor my company, are on the Comptroller General's list of ineligible bidders; and that we have not been prohibited from doing business with the Commonwealth of Pennsylvania or its agencies/subdivisions.

Owner/Partner/Officer Date

**SUBMIT THIS COMPLETED FORM BY Tuesday, August 14, 2018 by 3 p.m. TO:
FAX (814) 536-5951 OR tsylvia@camtranbus.com**

ATTACHMENT F: AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposing (if the Proposer is a partnership) or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached Proposal or Proposals have been arrived at by the Proposer independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal designed to limit independent Proposing or competition;
3. That the contents of the Proposal or Proposals have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal or Proposals and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Company Name: _____

Subscribed and sworn before me

This _____ day of _____ 2018.

_____.

Notary Public

My commission expires: _____

Proposer's E. I. Number: _____

(Employer's Quarterly Federal Tax Return No.)

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

ATTACHMENT G: FEDERAL LOBBYING CERTIFICATION

The undersigned certifies to the best of his/her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of ANY federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with THIS federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
(Signature of Company Official)

(Date)

(Official's Title)

ATTACHMENT H: REQUIRED CLAUSES & PROCEDURES

(CamTran, Federal and State)

CAMTRAN PROTEST PROCEDURES

- A. The following bid protest procedures have been written in compliance with the Federal Transit Administration (FTA) Third Party Contracting Guidelines (Circular 4220.1F). For purposes of these procedures the term “bids” includes proposals in response to an RFP and responses to an Invitation for Bid (IFB), and the term “bidders” includes Proposers.

Parties that wish to file a bid protest should review these procedures in conjunction with FTA’s Circular 4220.1F. CamTran protest procedures are referenced in the bid documents in order that interested parties will know their rights under these protest procedures.

The following procedures and time requirements shall be applied uniformly in processing all protests. Protests may be made by active or prospective bidders whose direct economic interest would be affected by a solicitation, proposed award or award of a contract. The address is 502 Maple Avenue, Johnstown, PA 15901.

- B. CamTran will consider all written protests transmitted to the address above via registered mail made within the timelines stated in this document.
- C. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:
1. Name, address and telephone number of protestor.
 2. Solicitation or contract name and/or number.
 3. The date of the CamTran action(s) being protested;
 4. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
 5. The issue which is being protested and why it is being protested.
 6. A statement of relief requested.

Only written protests received within the timelines stated in these procedures will be considered.

- D. Protests before Proposal/Bid Opening or Due Date:
Bid protests alleging restrictive specifications or improprieties, which are apparent prior to bid or proposal opening, must be submitted in writing to CamTran and must be received at least five (5) working days prior to bid/proposal opening.
- E. Protests after Opening of Proposal Solicitation and Prior to Award:
Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to CamTran and must be received by CamTran within five (5) working days of the bid opening. If CamTran decides to withhold the award pending resolution of the protest, CamTran will notify all bidders whose bids or proposals might become eligible for award, and offer them the option to extend or withdraw the bid or proposal beyond the 120-day validity period. Awards will not be made until at least five (5) working days after resolution of the protest.

F. Protests after Award:

Protests received after announcement of an award or after a contract has been executed will only be considered if CamTran determines that the matter is in the public interest or the protest presents clear and convincing evidence of fraud, misrepresentation, other illegality or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, CamTran shall evaluate the bid/proposal a second time in its entirety and use the same evaluation criteria and rating factors applied in the initial review of the bid/proposal. The bid/proposal will be evaluated by a panel designated by CamTran.

If a protest involving an executed contract is under consideration, CamTran will notify the selected contractor of the protest and its basis and may, at its discretion, order the contractor to suspend all CamTran work activities. If the awarded contractor has not executed the contract as of the date the protest is received by CamTran, the contract will not be executed until five (5) working days.

G. Protest Filing Steps

1. Protests must first be addressed to the Executive Director:

CamTran, Executive Director
502 Maple Avenue
Johnstown, PA 15901

Upon receipt of a written protest containing the above outlined data, the Executive Director shall consider the protested issue and will respond to the Protestor, in writing, via registered mail, giving his/her decision on the protested issue and outlining the basis for such decision within ten (10) working days from the date of receipt of the written protest.

The CamTran Executive Director will also immediately notify FTA Region III counsel of protest notice received and then inform Region III of decision from this stage.

2. Appeal of Decision to the Board of Directors

If the Protestor is not satisfied with the decision of the Executive Director of CamTran in the matter being protested, the Protestor may then appeal the decision of the Executive Director of CamTran to the Board of Directors of CamTran within five (5) working days of the receipt of the decision of the Executive Director on the resolution of the matter being protested. The letter of appeal to the full Board of Directors of CamTran must be in writing and clearly contain the information required in paragraph C above and must clearly contain:

- a.) The Executive Director's decision in the matter being protested; and
- b.) Why the decision of the Executive Director is unsatisfactory.

Upon receipt of a written protest containing the above outlined data, the Board of Directors shall consider the issue being protested and the Secretary of the Board of Directors will respond to the Protestor, in writing, via registered mail, giving their decision on the protested issue and outlining the basis for such decision within thirty (30)

working days from the date of receipt of the written protest.

THE DECISION OF THE BOARD OF DIRECTORS OF CAMTRAN SHALL BE CONSIDERED FINAL.

The Executive Director will also immediately notify FTA Region III counsel of protest notice received and then inform Region III of decision from this stage.

3. Appeal to the Federal Transit Administration

Under certain limited circumstances, and after the Protester has exhausted all administrative protest remedies made available to him/her at CamTran, an interested party may then protest to the Federal Transit Administration (FTA) (FTA Circular 4220.1F). FTA's review of any protest will be limited to those circumstances in which CamTran's action(s) being protested involves the failure of CamTran to have written Protest Procedures in place, and/or the failure of CamTran to adhere to its written Protest Procedures, and/or violation of Federal Law or Regulation.

The protest filed with FTA shall:

- a.) Be in writing and include the name and address of the Protester;
- b.) Identify CamTran as the entity whose policy, procedures and/or operations are being protested;
- c.) Contain a statement of the grounds for protest and supporting documentation (The grounds for protest to the FTA must be fully supported to the extent feasible. Additional materials in support of a protest will only be considered if authorized by FTA regulations);
- d.) Be filed with the FTA not later than five (5) days after a final decision is received by the Protestor via First Class, U.S. Mail with Notice, under CamTran's Protest Procedures or, should a final decision not be rendered by CamTran not later than five (5) days after the Protestor knew or should have known of the grantee's failure to render a final decision on the matter protested;
- e.) Include a copy of the protest filed with CamTran and a copy of CamTran's decision(s), if any; and
- f.) Indicate the ruling or relief desired from FTA.

Such protest should be sent to:

Regional Administrator
FTA, Region III
1760 Market Street, Suite 500
Philadelphia, PA 19103

A copy of such protests should also be sent to:

Executive Director
CamTran
502 Maple Avenue
Johnstown, PA 15901

and also to:

CamTran Solicitor

COMMONWEALTH OF PENNSYLVANIA SPECIFIC CONTRACT REQUIREMENTS

NON-COLLUSION STATEMENT: The Antibid-Rigging Act of 1983, 73 P.S. ¶ 1611 *et seq.*, makes it a crime for two or more persons, by concerted activity, to influence the results of a competitive bidding process. An Affidavit of Non-Collusion is included in each bid/proposal package and is required to be submitted by each bidder/proposer.

PENNSYLVANIA OPEN RECORD CLAUSE

In Compliance with Pennsylvania’s Right to Know Law, all information within this proposal/bid, including financial information of a bidder/proposer may be provided as a public record, if appropriate pursuant to the discretion of the CamTran Open Records Officer, after a bid is awarded.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ATTACHMENT I: PICTURES



Street View: Central Avenue, Looking Northeast



Street View: Central Avenue, Looking Southwest



Street View: Bond Street, Looking West



Exterior Photo: 726 Central Ave. Parking Lot.



Exterior Photo: 726 Central Ave. Office Entrance



Exterior Photo: 726 Central Ave. and Bond Street



Exterior Photo: 630 Central Ave., Central Ave. and Bond Street



Exterior Photo: 630 Central Avenue

ATTACHMENT J: HISTORIC RESOURCE SURVEY FORM

Historic Resource Survey Form
 PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION
 Bureau for Historic Preservation

Key # <u>51153</u>
ER# <u>2012-1861-021</u>
Date Prepared <u>06/23/2016</u>

Name, Location and Ownership *(Items 1-6; see Instructions, page 4)*

HISTORIC NAME Johnstown Passenger Railway Company Car Barns

CURRENT/Common NAME CamTran Maintenance Building

OWNER NAME/ADDRESS Cambria County Transit Authority/ 726 Central Avenue/Johnstown, PA 15902

TOTAL NUMBER OF RESOURCES 2

COUNTY Cambria MUNICIPALITY Johnstown

USGS QUAD Johnstown, PA

LOCATION _____

STREET ADDRESS 630 and 726 Central Avenue ZIP 15902

CATEGORY OF PROPERTY Building District Object Site Structure

OWNERSHIP Private Corporate
 Public/Local Public/County Public/State Public/Federal

TAX PARCEL #/YEAR 630 Central Ave: 87-0904; 726 Central Avenue: 87-1489

Function *(Items 7-8; see Instructions, pages 4-6)*

Historic Function	Subcategory	Particular Type
<u>Transportation</u>	<u>Transportation - Rail-Related</u>	<u>Trolley Car Barn</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Current Function	Subcategory	Particular Type
<u>Transportation</u>	<u>Transportation - Road-Related (Vehicular)</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Property Features *(Items 15-17; see Instructions, pages 7-8)*

Setting Urban

Ancillary Features

Acreage (round to nearest tenth) 1.7

Key # <u>51153</u>
ER# <u>2012-1861-021</u>

Architectural/Property Information (Items 9-14; see Instructions, pages 6-7)

ARCHITECTURAL CLASSIFICATION

Vernacular Industrial _____ Romanesque Influence _____

EXTERIOR MATERIALS and STRUCTURAL SYSTEM

Foundation	Stone _____	Sandstone/Brownstone _____
Walls	Brick _____	_____
Roof	Shingle _____	Asphalt _____
Other	_____	_____
Structural System	Masonry _____	Brick _____

WIDTH 550 (feet) or _____ (# bays) DEPTH 120 (feet) or _____ (# rooms) STORIES/HEIGHT 1

Historical Information (Items 18-21; see Instructions, page 8)

Year Construction Began 1893 Circa Year Completed _____ Circa

Date of Major Additions, Alterations >1977 Circa _____ Circa _____ Circa

Basis for Dating Documentary Physical

Explain Architectural style, date stone; historic maps, historic documents

Cultural/Ethnic Affiliation(s) n/a

Associated Individual(s) n/a

Associated Event(s) n/a

Architect(s) unknown

Builder(s) Johnson Steel Street Rail Company

Submission Information (Items 22-23; see Instructions, page 8)

Previous Survey/Determinations PHRS form (1991), Cambria County Historic Site Survey (1981) HABS (1991)

Threats None Neglect Public Development Private Development Other

Explain _____

This submission is related to a non-profit grant application business tax incentive
 NHPA/PA History Code Project Review other

Preparer Information (Items 24-30; see Instructions, page 9)

Name & Title Timothy G. Zinn, Architectural Historian

Date Surveyed 05/23/2016 Project Name _____

Organization/Company Michael Baker International, Inc.

Mailing Address 100 Airside Drive, Moon Township, PA 15108

Phone (412) 269-4619 Email tzinn@mbakerintl.com

Johnstown Passenger Railway Company Car Barns
Johnstown, Cambria County, PENNSYLVANIA

Key #	<u>051153 ADDENDUM</u>
ER#	<u>2012-1861-021</u>

ADDENDUM

This addendum to the PHRS form was prepared as part of the Section 106 process initiated in 2012 for the construction of the new CamTran facility on Maple Avenue in Johnstown. On August 24, 2012, the PA SHPO requested that the Area of Potential Effects (APE) for the Maple Avenue undertaking be expanded to include the Central Avenue facility (630 and 726 Central Avenue). A Determination of Effect Report prepared in 2012 resulted in a "No Historic Property Adversely Affected" project finding with the stipulation that the Section 106 process would be reinitiated prior to the sale of the Central Avenue facility. In 2015, CamTran reinitiated the Section 106 process to prepare for the sale of the Central Avenue facility. CamTran, in consultation with the PA SHPO, prepared a Request for Proposals for the planned sale of the facility along with a preservation covenant, which will be attached to the property deed following the sale of the facility to a new owner. A list of character-defining features was prepared as an attachment to the preservation covenant and has been reproduced as part of this documentation.

Johnstown Passenger Railway Company Car Barns
Johnstown, Cambria County, PENNSYLVANIA

Key #	<u>051153 ADDENDUM</u>
ER#	<u>2012-1861-021</u>

Site Plan (Item 34)



Johnstown Passenger Railway Company Car Barns at 630 and 726 Central Avenue (parcel boundary in red) as depicted on aerial mapping dated October 11, 2015.

09/2013

PA Historic Resource Survey Form 5

Johnstown Passenger Railway Company Car Barns
Johnstown, Cambria County, PENNSYLVANIA

Key #	<u>051153 ADDENDUM</u>
ER#	<u>2012-1861-021</u>

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Johnstown Passenger Railway Company Car Barns
Johnstown, Cambria County, PENNSYLVANIA

Key #	<u>051153 ADDENDUM</u>
ER#	<u>2012-1861-021</u>

Floor Plan (Item 35)

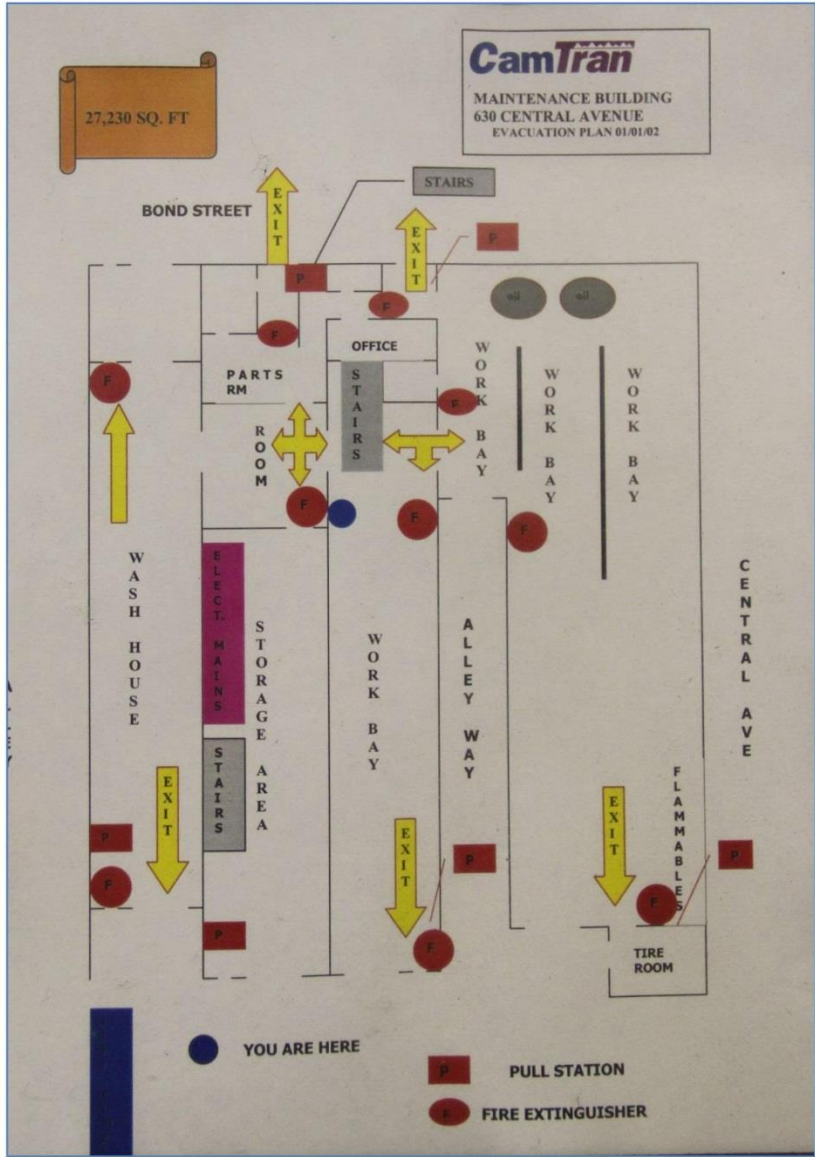


Figure 1: Floor plan for 630 Central Avenue.

Johnstown Passenger Railway Company Car Barns
Johnstown, Cambria County, PENNSYLVANIA

Key #	<u>051153 ADDENDUM</u>
ER#	<u>2012-1861-021</u>

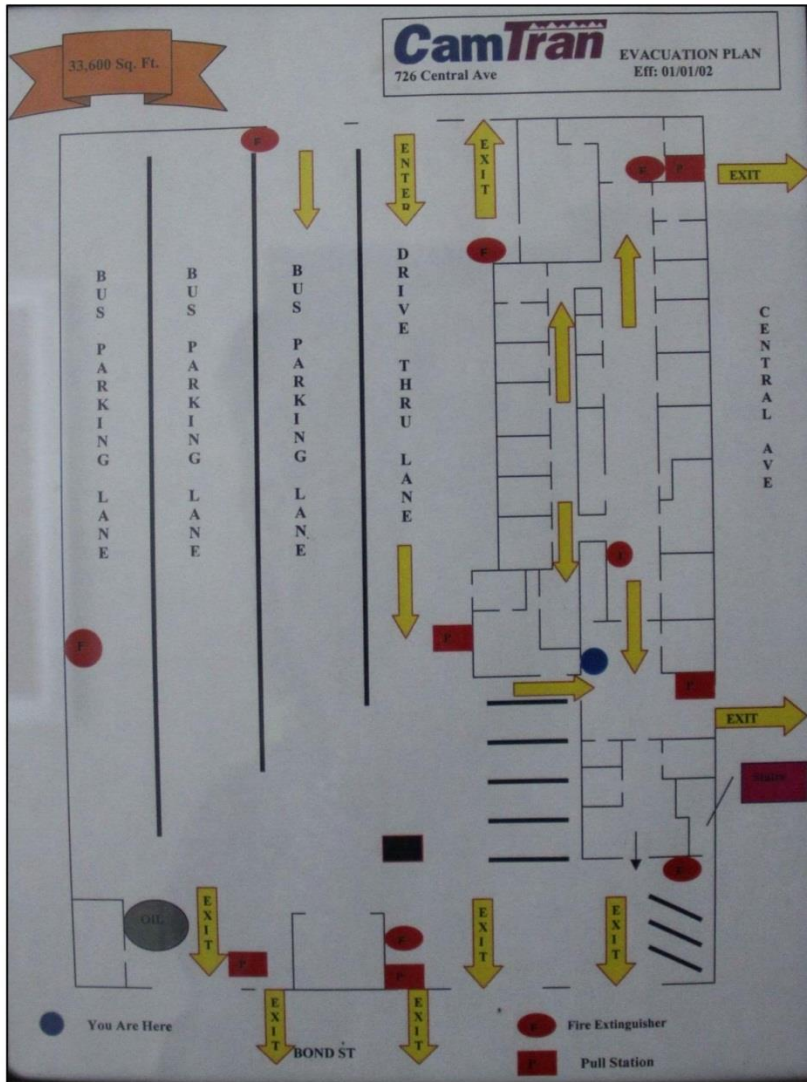
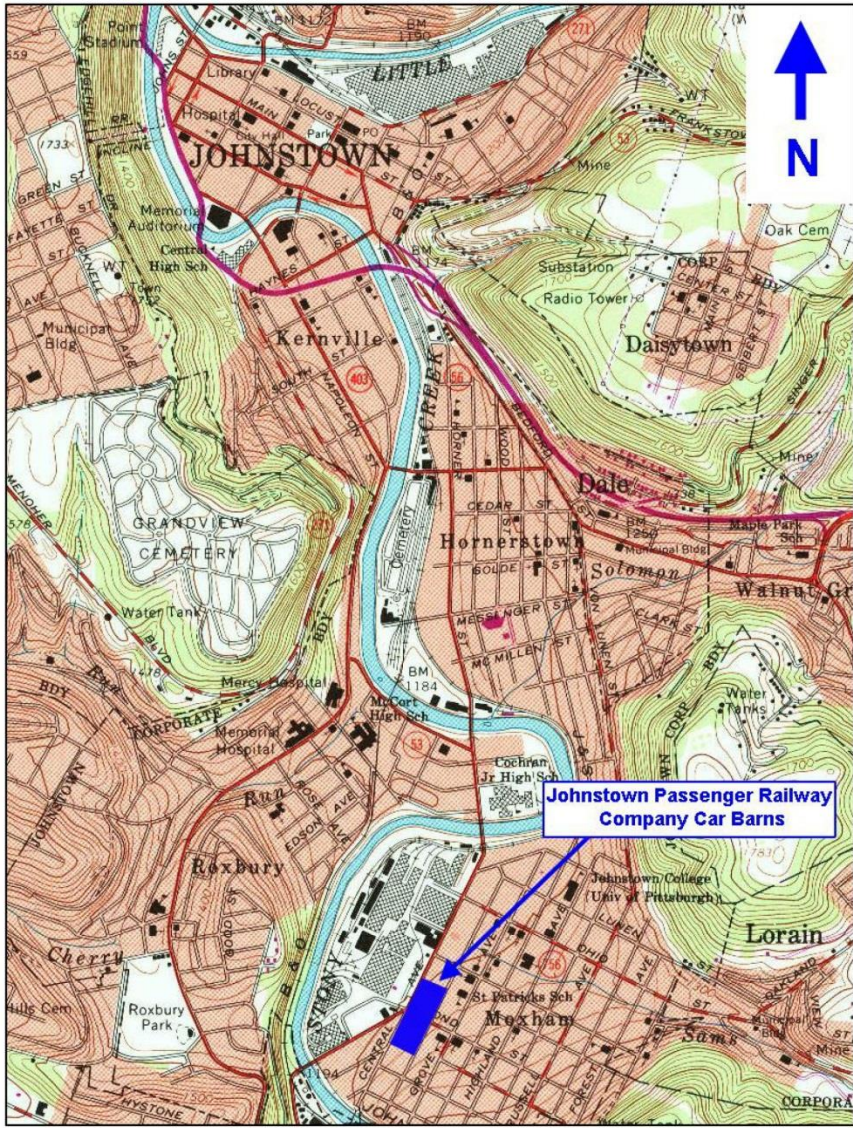


Figure 2: Floor plan for 726 Central Avenue.

Johnstown Passenger Railway Company Car Barns
Johnstown, Cambria County, PENNSYLVANIA

Key #	<u>051153 ADDENDUM</u>
ER#	<u>2012-1861-021</u>

USGS Map (Item 36)



Site location shown on *Johnstown, PA 7.5'* topographic quadrangle (USGS 1964, photorevised 1972, photoinspected 1981).

Johnstown Passenger Railway Company Car Barns
Johnstown, Cambria County, PENNSYLVANIA

Key #	<u>051153 ADDENDUM</u>
ER#	<u>2012-1861-021</u>

Optional Attachments (Item 37)

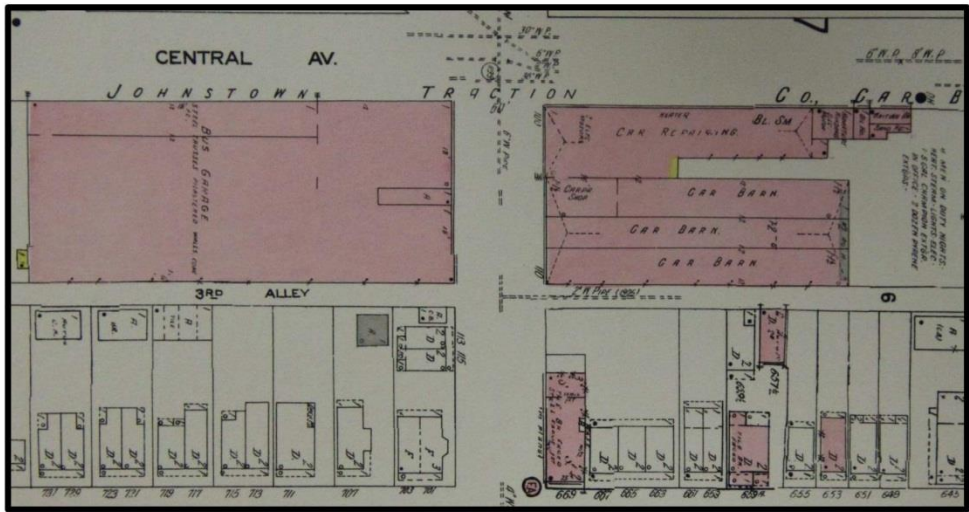


Figure 1. Portion of 1954 Sanborn Map of Johnstown, Pennsylvania (Sanborn Map Company 1954:153) showing 726 (left) and 630 (right) Central Avenue.

Johnstown Passenger Railway Company Car Barns
Johnstown, Cambria County, PENNSYLVANIA

Key #	<u>051153 ADDENDUM</u>
ER#	<u>2012-1861-021</u>

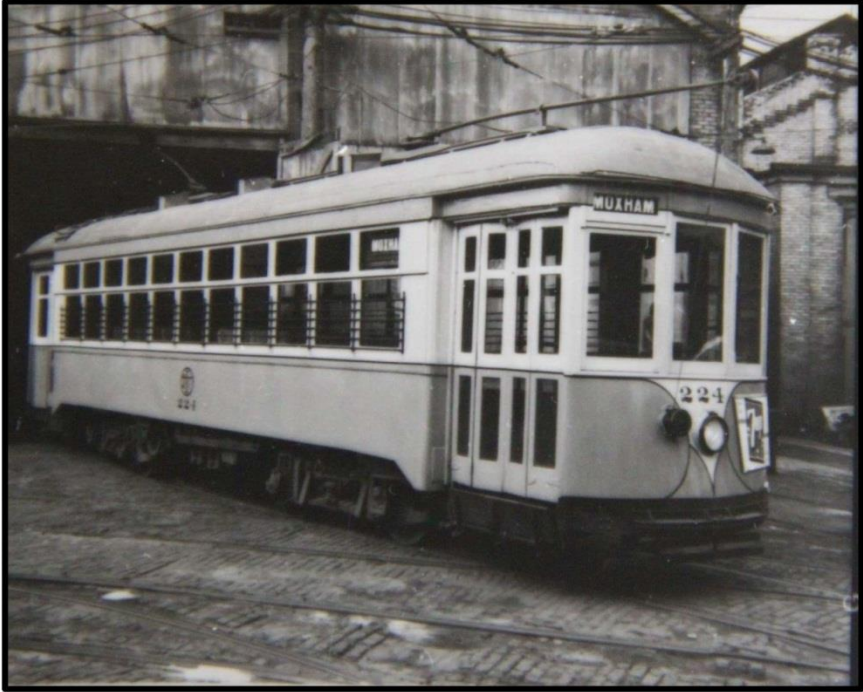


Figure 2. Undated photograph showing trolley exiting the northeast façade of 630 Central Avenue.

Johnstown Passenger Railway Company Car Barns
Johnstown, Cambria County, PENNSYLVANIA

Key #	<u>051153 ADDENDUM</u>
ER#	<u>2012-1861-021</u>

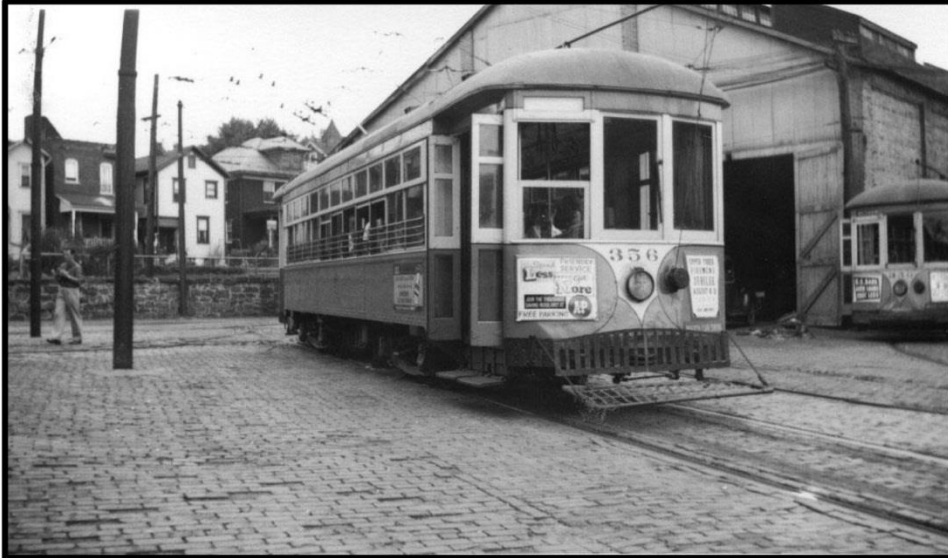


Figure 3. Undated photograph showing trolley exiting the northeast façade of 630 Central Avenue. Note original corrugated metal cladding and original car barn door.

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Figure 4. 1961 photograph showing trolley exiting the northeast façade of 630 Central Avenue. Note original four-over-four light, double-hung wood sash windows (left) and original cross-buck car ban doors.

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Figure 5. 1961 photograph showing trolley exiting the northeast façade of 630 Central Avenue. Note original four-over-four light, double-hung wood sash windows (left).

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Figure 6. Undated (ca. 1955-64) photograph showing trolley in front of Bond Street (southwest) façade of 630 Central Avenue. Note original window and door units.

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Figure 7. Undated (ca. 1955-64) photograph showing trolley in front of Bond Street (southwest) façade of 630 Central Avenue. Note original window round-headed, four-over-four light, double-hung, wood sash window.

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Figure 8. Undated photograph showing trolley exiting the northeast façade of 630 Central Avenue.

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Figure 9. Undated (ca. 1951-67) photograph showing electric bus in front of the Central Avenue (northwest) façade of 630 Central Avenue.

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Figure 10. 1991 HABS photograph of Bond Street (southwest) façade of 630 Central Avenue. Note original window and door units have been replaced.

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Figure 11. 1991 HABS photograph of Central Avenue (northwest) façade of 630 Central Avenue and 726 Central Avenue in background.

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Figure 12. 1991 HABS photograph showing Bond Street (northeast) façade of 726 Central Avenue.

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Physical Description and Integrity (Item 38)

The following character-defining features convey the property's historic significance. The property contains two buildings, 630 Central Avenue and 726 Central Avenue. The buildings are late-nineteenth century utilitarian industrial buildings with little interior appointments. As such, the identified character-defining features pertain mainly to the buildings' structural components (load bearing masonry walls, steel truss roof members, fenestration patterns, etc.) and any architectural details contained on those components, which, on the subject buildings, is executed largely through the use of decorative brickwork such as window and door surrounds, cornice and gable corbeling, and decorative inset panels. Character-defining features not related to structural components and related to its historic function and use as a trolley car barn are reflected in the building's massing, the presence of large open interior spaces, and track remnants set within the concrete floors. The following table presents general character-defining features with a list of specific examples of each. The table contains photographs of these specific examples where they occur in each of the buildings.

A May 23, 2016, field view of 630 and 736 Central Avenue indicated no noticeable changes to the buildings since their last recordation in 1991.

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Photographer name: Jesse A. Belfast

Date: May 23, 2016

Location Negatives/Electronic Images Stored: Michael Baker International, 100 Airside Dr., Moon Township, PA 15108

Character-Defining Historic Features

Massing	
<ul style="list-style-type: none">• Building footprint	
630 Central Avenue showing massing of building complex along northeast and Central Avenue (northwest) façades, facing south.	
630 Central Avenue (foreground) and 726 Central Avenue (background) showing massing of Third Alley façades.	

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726 Central Avenue showing massing of building complex along Bond Street (northeast) and Central Avenue (northwest) façades.

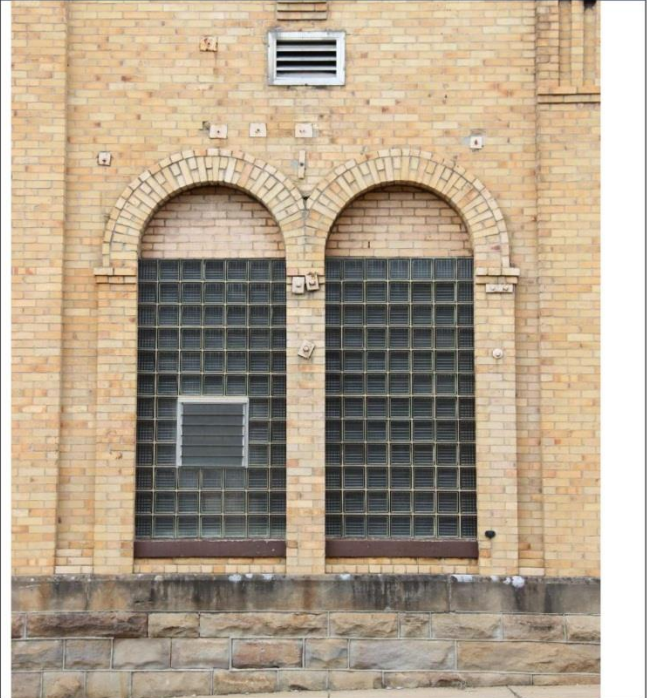



Walls

- Stone base, belt course
- Unpainted brick upper walls
 - Yellow brick walls on primary façades
 - Red common brick on secondary façades
- Brick corbeling and decorative features
 - Engaged corbeled pilasters
 - Gable corbeling
 - Round headed window and door openings
 - Segmental arched window and doorway openings
- Cast concrete sills



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Stone Base and Belt Course	
<p>630 Central Avenue, Bond Street (southwest) façade, showing cut stone base with stone belt course.</p>	
<p>726 Central Avenue showing Central Avenue (northwest) façade with cut stone base and belt course.</p>	

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Unpainted brick upper walls	
<p>630 Central Avenue showing Bond Street (southwest) façade of unpainted, yellow brick and Third Alley (southeast) façade of red brick.</p>	
<p>630 Central Avenue showing detail of internal alleyway wall. Only the first two bays of the wing, which are visible from Central Avenue, are constructed of yellow façade brick; the remainder of the façade, which is not visible from Central Avenue, was constructed of common red brick.</p>	

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726 Central Avenue showing Third Alley (southeast) façade of unpainted, red common brick with segmental arched window openings. (Note: the brick rowlock sills in the first two window bays are later alterations that are not character-defining features).






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Brick corbeling and decorative features	
<p>630 Central Avenue showing detail of Bond Street (southwest) gabled façade with "Johnstown Passenger Railway Co." stone signboard, "1893" date stone, circular gable window opening, and brick corbeling including pilaster details and projecting cornice composed of stepped gable corbeling and brick dentil band.</p>	
<p>630 Central Avenue showing detail of Bond Street (southwest) double gable façade with decorative brickwork consisting of projecting window and door surrounds, round-headed brick arches, pilasters, and corbeled cornice.</p>	

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<p>630 Central Avenue showing detail of northeast gable façade with decorative brickwork consisting of projecting door surround, round-headed brick arch, pilasters, round gable window opening, inset checkerboard panel, and stepped corbeled cornice.</p>	
<p>726 Central Avenue showing detail of Central Avenue (northwest) façade, showing corbeled pilasters, two part projecting corbeled cornice, and stepped gable corbeling.</p>	
<p>Cast concrete sills</p>	
<p>630 Central Avenue Building showing detail of Central Avenue (northwest) façade with cast concrete lug sills on a paired window opening (now in-filled) and stone belt course above the stone foundation wall.</p>	

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726 Central Avenue
Building showing
detail of Central
Avenue (northwest)
façade with cast
concrete lug sill on a
single window
opening and stone
belt course above the
stone foundation
wall.





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<p>Roof</p> <ul style="list-style-type: none"> • Steep-pitch gable roofs • Low-pitch gable roofs • Monitors • Skylights 	
<p>Steep-pitch gable roofs</p>	
<p>630 Central Avenue showing northeast façade with profile of steeply-pitched monitor and gable roofs.</p>	
<p>726 Central Avenue showing Bond Street (northeast) and Central Avenue (northwest) façades with steeply-pitched gable roof on corner of building. Only the first six bays along Central Avenue are covered with a steep gable roof. The remainder of the building is covered by low-pitched gable roofs.</p>	



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Low-pitch gable roofs	
726 Central Avenue showing eastern portion of Bond Street (northeast) façade with low-pitched gable roof (behind parapet).	
726 Central Avenue showing Central Avenue (northwest) and southwest façades with low-pitched gable roofs (behind parapets).	



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Monitors	
<p>630 Central Avenue, Third Alley (southeast) and northeast façades, showing center monitor roof. The monitor windows are currently concealed behind vinyl siding.</p>	
<p>630 Central Avenue, Third Alley (southeast) façade, showing center monitor roof. The monitor windows are currently concealed behind vinyl siding.</p>	



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Skylights	
<p>630 Central Avenue, Third Alley (southeast) façade, showing four shed-roof, raised skylights on the southeast roof slope. The skylight windows are currently concealed behind vinyl siding.</p>	
<p>630 Central Avenue, Third Alley (southeast) façade, showing detail of shed-roof, raised skylight on the southeast roof slope. The skylight windows are currently concealed behind vinyl siding.</p>	

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<p>Fenestration</p> <ul style="list-style-type: none"> • Rhythm of window and door openings • Oversized openings for trolleys • Circular gable window openings. • Monitor and skylight windows 	
<p>Rhythm of window and door openings</p>	
<p>630 Central Avenue, portion of Central Avenue (northeast) façade showing rhythm of paired segmental arched window openings separated by pilasters.</p>	
<p>630 Central Avenue, portion of Bond Street (southeast) façade showing rhythm of round-headed, single, paired, and tripled window and door openings.</p>	

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726 Central Avenue, portion of Central Avenue (northeast) façade showing rhythm of paired segmental-arched window openings separated by pilasters.



Oversized openings for trolleys

630 Central Avenue showing northeast façade with oversized vehicular openings for trolley (later bus) egress.



726 Central Avenue showing portion of Bond Street (northeast) façade with oversized vehicular openings for trolley (later bus) egress and circular gable window opening, now infilled.



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726 Central Avenue showing portion of southwest façade with oversized vehicular openings for trolley (later bus) ingress.





Circular gable window openings

630 Central Avenue showing interior of Bond Street (southwest) façade with circular gable window opening.



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Monitor and skylight windows	
630 Central Avenue, interior, showing original divided light, wood sash monitor windows (also note the steel bracing below).	
630 Central Avenue, interior, showing raised skylight with side window openings, now infilled.	

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Interior Features

- Large open spaces
- Exposed riveted steel roof trusses
- Riveted built-up steel members
- Steel rod wall and roof bracing members
- Exposed wood roof sheathing and framing members
- Trolley tracks
- Small-scale elements
 - Lighting brackets
 - Remnant electric distribution system (for trolleys)

Large open interior spaces

630 Central Avenue, interior, showing long, open work bay area, facing northeast.



630 Central Avenue, interior, showing large open work bay area, facing northeast.





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<p>630 Central Avenue, interior, showing large open wash house area, facing northeast.</p>	
<p>726 Central Avenue, interior, showing large open area last used for bus parking, facing south.</p>	
<p>726 Central Avenue, interior, showing large open area last used for bus parking, facing north.</p>	



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Exposed riveted steel roof trusses	
630 Central Avenue, interior of second floor parts room, showing exposed riveted steel roof trusses (king post configuration) with monitor roof supports.	
630 Central Avenue, interior of second floor parts room showing exposed riveted steel roof truss (queen post configuration) under the northeast roof slope.	

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Riveted built-up steel members	
630 Central Avenue, interior of second floor parts room, showing riveted, built-up steel member.	
Steel rod wall and roof bracing members	
630 Central Avenue, interior of second floor parts room, showing steel rod cross bracing wall members.	

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630 Central Avenue,
interior of second
floor parts room,
showing steel rod
angle bracing roof
members.



Exposed wood roof sheathing and framing members

630 Central Avenue
interior showing
detail of exposed
wood roof sheathing
and framing
members.



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630 Central Avenue,
interior of storage
area, showing trolley
tracks embedded in
concrete floor.




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Small-scale elements

630 Central Avenue, storage area interior, showing timber framing and wooden light bracket.

The photograph shows the interior of a storage area. The walls are constructed of red brick, with a rough-hewn stone foundation at the bottom. The ceiling features dark wooden timber framing, including horizontal beams and vertical posts. A wooden light bracket is mounted on the wall, supporting a light fixture. The overall appearance is that of a well-preserved historic structure.

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<p>630 Central Avenue, storage area interior, showing detail of wooden light bracket and porcelain, goose-neck light fixture.</p>	
<p>630 Central Avenue, attic above storage area, showing timber framework and porcelain insulators, remnants of the electric distribution system for trolleys.</p>	

ATTACHMENT K: FEDERAL THIRD PARTY CONTRACT PROVISIONS

The following clauses are part of this and all contracts.

1. Notice of Federal Requirements

This procurement is subject to a financial assistance contract between the Federal Transit Administration (FTA) and CamTran. The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CamTran requests which would cause CamTran to be in violation of the FTA terms and conditions.

2. No Government Obligation to Third Parties

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Governmental in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. Civil Rights

- a. Equal Employment Opportunity – The Contractor agrees to comply with all applicable EEO requirements of the U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”, 41 CFR, Parts 60 et. seq., which implement Executive Order No. 11246, “EEO”, as amended by Executive Order 11375 Relating to EEO, 42 U.S.C. Section 2000 (e), and any Federal statutes, executive orders, regulations and Federal policies pertaining to construction undertaken as part of this project.

The contractor shall take affirmative actions to ensure that applicants employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the

following: "employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."

1. Nondiscrimination on the Basis of Sex – The Contractor agrees, to the extent applicable, to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C., Section 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any Federal requirements that may be promulgated.

2. Nondiscrimination on the Basis of Age – The Contractor agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C., Section 6101 through 6107, and implementing regulations, which prohibits discrimination on the basis of age.

b. Disadvantaged Business Enterprise (DBE)

(1) Policy - It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to this agreement.

(2) DBE Obligation - The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted contracts.

Where the contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, CamTran may declare the contractor non-compliant and in breach of contract.

The contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with CamTran's DBE Program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CamTran and will be submitted to CamTran upon request.

CamTran will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their program for DBE participation.

(3) DBE Non-Discrimination - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

contract or agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of the contract or agreement, which may result in the termination of this contract or agreement or such other remedy as CamTran deems appropriate.

- (4) Prompt Payment Clause - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from CamTran. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CamTran. This clause applies to both DBE and non-DBE subcontractors.

If the prime contractor seeks a delay or postponement of payments to its subcontractor(s), in accordance with the above requirement, it must first submit its request in writing to, and receive written approval from, CamTran. The request for delay or postponement must list the reason or reasons for the request in sufficient detail as to permit CamTran to make a determination. The decision to allow a delay or postponement shall rest solely and exclusively with CamTran.

Absent written approval from CamTran for a delay or postponement, and upon receipt by CamTran of written notification from the subcontractor that the requirements for prompt payment have not been met, CamTran may withhold reimbursement from future prime contractor invoices for amounts due to subcontractors for satisfactory work unless and until the prime contractor takes corrective action by paying its subcontractors any past due amounts promptly in accordance with this requirement and also assuring, in writing, that future payments will be so made. Any prime contractor who does not take such corrective action when required to do so will not be permitted to bid on future projects that involve subcontractors unless and until a written assurance of compliance with the prompt payment provisions is provided to CamTran. CamTran reserves the right to determine that a prime contractor who has not met the prompt payment provisions is not a responsible bidder for future contracts.

c. Title VI of the Civil Rights Act of 1964

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, account, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provision: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issues pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided however, that in the event a Contractor becomes involved in, or is treated with, litigation with a Subcontractor or Supplier as a result of such direction, the Contractor may request the Recipient, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

d. Access Requirements for Individuals with Disabilities

CamTran agrees to comply with, and assure that any subrecipient, or third party contractor under the Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq. and 49 USC 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Section 16 of the Federal Transit Act, as amended, 49 USC ap. 1612; and the following regulations and any amendments thereto:

- (1) U.S. DOT Regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (2) U.S. DOT Regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Pat 27;
- (3) U.S. DOT Regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- (4) Department of Justice (DOJ) Regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 36;
- (5) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (6) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR Part 101-19;
- (7) (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630; Equal Employment Opportunity Commission;
- (8) Federal Communications Commission Regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- (9) FTA Regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR part 609.

4. Commonwealth of Pennsylvania Non-Discrimination Clause - CamTran is a contract recipient of funds from the Commonwealth of Pennsylvania. As a condition for the receipt of the funds, CamTran must certify its compliance with the Non-Discrimination Clause and CamTran must require all subcontractors certify their compliance with the Non-Discrimination Clause.

5. Termination (For contracts of \$10,000 or greater)

- a. Termination for Convenience (General Provision): CamTran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract

close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CamTran to be paid the Contractor. If the Contractor has any property in its possession belonging to CamTran, the Contractor will account for the same, and dispose of it in the manner CamTran directs.

- b. Termination for Default (Breach or Cause) (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CamTran may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by CamTran that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, CamTran, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision): CamTran in its sole discretion may, in the case of a termination for breach or default, allow the Contractor (an appropriately short period of time) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to CamTran's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from CamTran setting forth the nature of said breach or default, CamTran shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CamTran from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach: In the event that CamTran elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CamTran shall not limit CamTran's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts): CamTran, by written notice, may terminate this contract, in whole or part, when it is in the Government's interest. If this contract is terminated, CamTran shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Convenience of Default (Cost-Type Contracts): CamTran may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of CamTran or for the default

of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from CamTran, or property supplied to the Contractor by CamTran. If the termination is for default, CamTran may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CamTran and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for convenience of CamTran, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, CamTran determines that the Contractor has an excusable reason for not performing, such as a strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, CamTran, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

6. Breaches and Dispute Resolution (Relevant to Contracts in Excess of \$10,000)

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. CamTran may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CamTran. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Board of Directors. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Board of Directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by CamTran, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or any of his employees, agents or others for those acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CamTran and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Cambria County in the Commonwealth of Pennsylvania.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CamTran or its representative shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. Lobbying (For Contracts of \$100,000 or Greater) - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to CamTran.
8. Interest of Members of Congress - "No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom."
9. Interest of Public Officials: "No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
10. Debarred Bidders - "Neither Contractor nor any officer or controlling interest holder of Contractor is currently, or has been previously, on any debarred bidders list maintained by the U.S. Government."
11. Cargo Preference - Pursuant to 46 CFR Part 381, the following clauses are in effect for any contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the contract:

The Contractor agrees:

- a. To utilize privately owned United States flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- b. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to the Recipient (through the prime Contractor in the case of Subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. S.W., Washington, D.C. 20590, marked with appropriate

identification of the Project.

- c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
12. Buy America Procurements of \$150,000 or more for Iron, Steel or Manufactured Products and Rolling Stock (Service Type Contracts are Exempt) - Procurements of \$150,000 or more are subject to the Federal Transit Administration (FTA) Buy America Requirements in 49 CFR 661. A Buy America Certificate must be completed and submitted with a bid. A bid which does not include the certificate will be considered non-responsive. A waiver from the Buy America Provision may be sought by CamTran if grounds for a waiver exist. The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that Federal Funds may not be obligated unless steel, iron and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.
13. Debarment and Suspension (Integrity Certification - Contracts of \$25,000) - Federal Regulations prohibit CamTran from entering into contracts in excess of \$25,000 for goods and services from contractors that have been suspended or debarred from receiving Federally-assisted contracts. CamTran imposes this same regulation upon contractors to require that their subcontractors (in excess of \$25,000) not be suspended or debarred.

Contractors with contracts in excess of \$25,000 and their subcontractors with contracts in excess of \$25,000 shall each certify that they are not debarred or suspended from receiving federally-assisted contracts. It is the Contractor's responsibility to submit the certifications of any of its subcontractors who meet the \$25,000 threshold. The Contractor and subcontractors shall each submit both of the certificates included in the bid document.

- a. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over \$25,000).

Instructions for Certification

- (1) By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CamTran may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to CamTran if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarment," "suspended," "ineligible," "lower

tier covered transaction," "participant," "persons," "lower tier cover transaction," "principal," "proposal," and "voluntary excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact CamTran for assistance in obtaining a copy of those regulations.

- (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CamTran.
- (6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- (8) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, CamTran may pursue available remedies including suspension and/or debarment.

b. "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" (or defined at 49 CFR 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

14. Environmental Requirements

CamTran recognizes that many Federal and State Statutes imposing environmental, resource conservation and energy requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, 42 USC 4321 et seq.; the Clean Air Act, as amended, scattered sections 33 and 12 USC; the Resource Conservation and Recovery Act, as amended, 45 USC 6901 et seq.' and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC 9601, et seq.. CamTran recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA), and other agencies of the Federal Government have issued and are expected in the future to issue requirements in the form of regulations, guidelines, standards, orders or other directives that may affect the Project.

Accordingly, CamTran agrees to adhere to, and impose on its sub-recipients, any such Federal requirements, as the Government may now or in the future promulgate. Listed below are requirements of particular concern to the FTA. CamTran expressly understands that this list does not constitute CamTran's entire obligation to meet Federal requirements.

- a. Environmental Protection - To the extent applicable, the Contractor agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42, USC 4321 et seq.; Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality, " 42 U. S.C. 4321 note; FTA statutory requirements at 49 U.S.C. 5324(b); U.S. Council on Environmental Quality regulations, pertaining to compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR Part 771 and 49 CFR Part 622, and when promulgated, joint FHWA/FTA regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623.
- b. Air Quality - The Contractor agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. In addition: (1) The Contractor agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act, 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans", 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan. (2)The Contractor agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the Project: "Control of Air Pollution from

Motor Vehicles and Motor Vehicle Engines, " 40 CFR Part 85; and " Control Air Pollution from New and In-Use Motor Vehicles and New And In-Use Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles, " 40 CFR Part 600. (3) The Contractor agrees to comply with the notification of violating facility requirements of Executive Order No.11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. 7606 note.

- c. Use of Public Land - No publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State or local significance as determined by the Federal, State or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance may be used for the Project unless specific findings required by 49 USC 303 are made by the US DOT.
- d. Wild and Scenic Rivers - The Contractor agrees to comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 et seq. relating to protecting components of the national wild and scenic rivers system.
- e. Coastal Zone Management - The Contractor agrees to assure Project Consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 et seq.
- f. Wetlands - The Contractor agrees to comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. 444321 note.
- g. Floodplains - The Contractor agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. 4321 note.
- h. Endangered Species - The Contractor agrees to comply with the protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq.
- i. Historic Preservation - The Contractor agrees to facilitate compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. 470f; of Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. 470 note; and of the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469a et seq. by taking the following actions::
 - (1) Consulting the State Historic Preservation Officer on the conduct of investigation in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and notifying the Government (FTA) of the existence of any such properties: and

- (2) Complying with all Federal requirements to avoid or mitigate adverse effects upon such properties.
- j. Environmental Justice - The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note.
- k. Mitigation of Adverse Environmental Effects - Should the Proposed project cause or result in adverse environmental effects, the Contractor agrees to take all reasonable measures to minimize those adverse effects, as required by 49 U.S.C. 5324(b), and other applicable Federal laws and regulations, including joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622 and, when promulgated, with new FHWA/FTA regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420, and 49 C.F.R. Part 623. The Contractor agrees to comply with all environmental mitigation measures identified as commitments in applicable environmental documents (i.e. environmental assessments, environmental impact statements, memoranda of agreement and documents required by 49 C.F.R. 303) and with any conditions imposed by the Federal Government in a finding of no significant impact or a record of decision. The Contractor agrees that those mitigation measures are incorporated by reference and made part of any agreements. The Contractor agrees that deferred mitigation measures will be incorporated by reference and made part of any agreement as soon as agreement with the Federal Government is reached and understands that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.
- l. Energy Conservation - CamTran and its third party contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 et seq. and 49 CFR Part 18.
- m. Clean Water Requirements (Relevant to Contracts in Excess of \$100,000) -
 - (1) The Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
 - (3) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. Section 300(h) et seq.
 - (4) The Contractor agrees to comply with the notification of violating facilities provisions

of Executive Order No. 11738, “Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, Loans,” 42 U.S.C. Section 7606.

n. Clean Air Requirements (Relevant to Contracts in Excess of \$100,00)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

o. Recycled Products (Relevant to Recycled Products Contracts in Excess Of \$100,000)

(1) The Recycled Products requirements apply to all contracts for items designated by the EPA, when the contractor procures \$10,000 or more of one of these items during the fiscal year or the previous fiscal year with federal funds.

(2) The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

15. Privacy Act (Contracts Involving Federal Privacy Act Requirements)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.

- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 522a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

16. Program Fraud and False or Fraudulent Statements

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended 31 USC 3801 et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or caused to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

17. Contract Work Hours and Safety Standards Act (Non-Construction Contracts in excess of \$2,500)

The following clauses are specifically mandated under Department of Labor regulation 29 CFR Part 5.5.

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set for in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. CamTran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- e. Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or case equivalents thereof of the types described in section 1(b)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs.

18. AUDIT AND INSPECTION OF RECORDS (To be included in all negotiated contracts and construction contracts entered into without competitive bidding procedures)

The Contractor agrees that CamTran, the FTA Administrator, the Comptroller General of the U.S., or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls and other data and records with regard to the project and to audit the books, records, and accounts with regard to the project. Further, the Contractor agrees to maintain all required records for at least three years after CamTran makes its final payments and all other pending matters are closed. Contractor also agrees, pursuant to 49 CFR Part 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction

sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through programs described at 49 U.S.C. 5307, 5309 or 5311.

19. FLY AMERICA

The Contractor understands and agrees that it will not participate in the costs of international air transportation of any persons involved in or property acquired for this project unless that air transportation is provided by U.S. flag air carrier to the extent service by these carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 CFR Section 301-3.61(b), and any later regulations at 41 CFR Section 301-10.131, et seq.

20. This Section Deliberately Left Blank.

21. Rights in Data (Planning, Research, Development and Demonstration Projects Only)

- a. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this agreement. The term includes graphic or pictorial delineation's in media such as drawings or photographs; test in specifications or related performance or design-type documents; machine forms such as punch cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to Project administration.
- b. The following restrictions apply to all subject data first produced in the performance of this agreement:
 - (1) Except for its own internal use, the Recipient may not publish or reproduce such data in whole or in part, or in any manner or form, or may the Recipient authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.
 - (2) As authorized by 49 CFR Section 18.34, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - (a) Any work developed under grant, cooperative agreement, sub-grant, sub-agreement or third party contract, irrespective of whether or not a copyright has been obtained; and
 - (b) Any rights of copyrights to which a Recipient, sub-recipient or third party contractor purchases ownership with Federal assistance.

- c. When the FTA provides assistance to a Recipient for a Project involving planning, research, development or a demonstration, it is generally the FTA's intent to increase the body of mass transit knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless the FTA determines otherwise, the Recipient of FTA assistance to support planning, research, development or a demonstration financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in (2) above, the FTA may make available to any FTA Recipient, Sub-recipient, Third Party Contractor, or Third Party Subcontractor, either the FTA's license in the copyright to the "subject data" derived under this agreement or a copy of the "subject data" first produced under this agreement. In the event that such a Project, is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined in (a) of this agreement and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs of for the Recipients use which costs are financed with capital funds (Section 3, 9, 16, 18 of the Federal Transit Act, as amended, or Title 23 funds).
- d. Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this agreement. The Recipient shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.
- e. Nothing contained in this section on rights in data shall imply a license to the Government under any patent to be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- f. The requirements of subsections (b), (c) and (d) of the above do not apply to material furnished to the Recipient by the Government and incorporated in the work carried out under the agreement; provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

22. Seat Belt Use

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. 402 note, the Contractor is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented or personally-operated vehicles and shall include this provision in all third party contracts and subcontracts under this Project.

23. Federal Changes

49 CFR Part 18 Applicability to Contracts. The Federal Changes requirement applies to all contracts. The flow down changes requirement flows down appropriately to each applicable changed requirement. No specific language is mandated. The following language has been developed by FTA. Federal Changes - Contractor shall at all times comply with all applicable

FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

24. Veterans Employment

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee. Contractor also assures that its sub-recipients will: (1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

ATTACHMENT L: AERIAL PHOTOGRAPHS

