

City of Johnstown Request for Proposals

Environmental and Historic Property Planning Services
for the City of Johnstown, Pennsylvania
October 2022



The City of Johnstown has been awarded \$24,448,164 from the United States Department of Transportation. In order for the City to utilize these funds for construction, conceptual design work and environmental and historical clearances must be obtained for each of the five included projects. The City is looking to hire a consultant firm to complete all required NEPA and NHPA work needed to allow the City to access our awarded funding. The goal of this project is to obtain any and all Section 106 and environmental clearances for our Main Street, CamTran Transit Center, Johnstown Inclined Plane, Johnstown Train Station, and Urban Connectivity projects.

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PART 1

SCOPE OF THIS REQUEST

1. PROJECT BACKGROUND

The City of Johnstown is a third-class city located within Cambria County, Pennsylvania. Home to just under 20,000 people, the City is in a resurgence period as more people and businesses are looking to Johnstown as their new home. The City of Johnstown was awarded a United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant in the Fall of 2021 in the amount of \$24,448,164. These grant funds will be used towards the final design and construction of five projects:

- Main Street: Design and construction of the City of Johnstown's Main Street from Johns Street to Adams Street. The focus of this project includes improvements in pedestrian movement along the Main Street corridor.
- Cambria County Transit Authority (CamTran) Transit Center: Design and construction to improve accessibility for passengers at the Downtown Transit Center.
- Johnstown Inclined Plane: Rehabilitation work involving the Inclined Plane facility.
- Johnstown Train Station: Design and construction of an updated Johnstown Train Station to stabilize the building, improve passenger experience, and spark future use of the facility.
- Urban Connectivity: Trail development through the City of Johnstown involving new extensions of the September 11th National Memorial and Jim Mayer Riverwalk trails.

In order for the City of Johnstown to utilize these RAISE funds for construction, conceptual design work and environmental clearances must be obtained for each of the three projects. The City is looking to hire a consultant firm to complete all required work needed to allow the City to access our awarded RAISE funding. The goal of this project is to obtain any and all National Historic Preservation Act (NHPA) Section 106 and required National Environmental Protection Agency (NEPA) environmental clearances for our Main Street, CamTran Transit Center, Johnstown Inclined Plane, Johnstown Train Station, and Urban Connectivity projects.

The City is partnering with two other organizations with this initiative. Project Partners include CamTran for the Transit Center and Inclined Plane projects, and the Johnstown Area Heritage Association (JAHA) for the Johnstown Train Station Project. The City's Project Team consists of staff members from the City of Johnstown, CamTran, and JAHA. The lead on this project is the City of Johnstown and their assigned Project Manager is: John Dubnansky, Director of Community and Economic Development, 401 Main Street, Johnstown, PA 15901.

2. PURPOSE OF THIS REQUEST FOR PROPOSALS ("RFP") AND SCOPE OF SERVICES

The City of Johnstown ("City") seeks to engage a qualified consultant to provide services that would allow the City to adhere to National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA) of 1966 Section 106 preconstruction requirements for a federally funded project through the United States Department of Transportation. The Federal Transportation Administration (FTA) is the lead agency that the City is working with throughout this project.

In accordance with FTA regulations, the City is requesting proposals from qualified professionals to perform environmental compliance document preparation on behalf of the City in accordance with the requirements set forth in Section 106 of the National Historic Preservation Act of 1966, as amended

[16 U.S.C. § 470f] (“Section 106”) and 36 CFR Part 800. The City is requiring that the selected consultant to prepare a Work Plans for each of the City’s five projects:

- Main Street
- CamTran Transit Center
- Johnstown Inclined Plane
- Johnstown Train Station
- Urban Connectivity

Listed below are the work tasks associated with the creation of each Work Plan.

Work Plan

Project Management and Progress Meetings

Regular progress meetings/web conference calls on a weekly basis with the City’s Project Team. Action items will be tracked coming out of those meetings on a project action tracker that will be updated and discussed at each meeting/conference call.

Project Kick-off

A project kick-off meeting will be conducted at the outset of the project. At this meeting we will discuss:

- Work Program
- Project Schedule
- Communication Protocols
- Quality Control
- Project Expectations

Public Engagement

Public Engagement (PE) is central to the successful development of the plans and informs all of the technical and topical components of the plan.

The Consultant, along with the City Project Team, will set goals, seek community input, and develop methods to engage and collect feedback with specific geographic and demographic relevance to the transfer center area and develop work groups to accomplish the following tasks:

- Pop-up events at high-traffic locations such as businesses, libraries, or community events
- One-on-one interviews (city staff, individual property owners, etc.)
- Presentations or solicitations for input at various public meetings
- Post information online at targeted websites and social media
- Conduct electronic or in-person surveys

Data Collection and Analysis

The team will collect and analyze existing data and information that will be used to explain existing conditions for the project study areas. Examples of the types of data may be collected and analyzed include:

- Historic Assets and Property

- Environmental Sensitive Areas
- Land Use current and planning developments
- Traffic counts and projections
- Transportation network inventory and mapping
- Identify pedestrian and bicycle travel patterns
- Transit service and ridership
- Title VI information for transit facilities
- Economic and sociodemographic patterns
- Existing conditions
- Sidewalks
- Public spaces
- Building assessment
- Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis
- Pedestrian perception analysis

In addition, other relevant data and studies that can be identified during this task will be included in developing the study area profile. Additional data requested by the FTA will also be required.

Conduct Key Stakeholder Interviews

The team will interview 8 to 12 key stakeholders either in person or over the phone to identify transportation concerns and future development concepts and plans. A minimum of 50% of the interviews must take place on site in Johnstown, PA. The key stakeholders to be interviewed will be identified at the kick-off meeting and through subsequent discussions with the City Project Team. It is anticipated that the key stakeholders will include property owners, students, the City and County as well as business leadership. An interview guide will be developed and reviewed with the City Project Team prior to beginning the interviews.

NEPA Clearance and Section 106 Clearances

For the preferred alternative concept or concepts, the consultant will engage with the FTA and Pennsylvania State Historic Preservation Office (SHPO) staff to determine the environmental class of action. The consultant will develop and prepare the appropriate level document following FTA guidance for each of the three projects. It is assumed that a Section 106 analysis will be required since these projects are located in the City of Johnstown's Downtown Historic District. This effort will include coordination with stakeholders and the public and gathering input from consulting parties as well as working with the Pennsylvania SHPO. The end product will result in the creation of required NEPA environmental review documents and Section 106 reports for submission to FTA for each of the five City projects.

Key steps to be completed by the consultant team for the Section 106 task will include, at a minimum, the following steps:

1. Initiate consultation with the Federal Transit Administration, Pennsylvania State Historic Preservation Office, Johnstown Area Heritage Association, and other necessary local agencies with interest in these five planned projects.
2. Identify properties that may be affected by the five planned projects and determine the historic nature of each project property and adjacent properties.
3. Assessment of the effect of the undertaking of the five planned projects on resources in consultation with interested parties. Determine adverse effects on any project historic

resource based on criteria in regulations, 36 CFR Part 800 of the Advisory Council on Historic Preservation.

4. Develop resolutions to identified adverse effects by creating and evaluating alternatives that could avoid, minimize, or mitigate these impacts on historic resources from the five planned projects.

Key steps to be completed by the consultant team for required NEPA task will include, at a minimum, the following:

1. Environmental review of each of the five planned projects at one of the following levels of analysis:
 - a. Categorical Exclusion Determination
 - I. Determination stating the project will have no significant impact and requiring limited NEPA documentation.
 - b. Environmental Assessment/ Finding of No Significant Impact
 - I. Define purpose and need for the proposed project.
 - II. Identify alternatives as required by section 102(2)(E) of NEPA
 - III. Identify the environmental impacts of the proposed actions and alternatives
 - IV. List all agencies and people consulted during the review process.
 - c. Environmental Impact Statement (EIS)
 - I. Each EIS will contain a cover sheet, summary, table of contents, purpose and need statement, alternatives, affected environment, environmental consequences, analysis information, list of preparers, and appendices.
 - II. Once a Notice of Intent is published a draft EIS is created and placed on public review for at least 45 days.
 - III. A final EIS is then published
 - IV. The EIS process will end with the issuance of the Record of Decision (ROD). The ROD will include, at a minimum, the City's decision, alternatives reviewed, and the City's plan for mitigation and monitoring.

Final Plan Report

The final task of the project will result in a report summarizing all the work and findings. The report will contain the detailed recommendations, including the following items.

- NEPA environmental reviews and NHPA Section 106 Clearances for each of the five projects
- A map and table identifying transportation projects.
- Concept plans for each of the five projects with associated estimated construction expense budgets.
- Identification of capital projects
- Regulatory documents (zoning, subdivision) recommendations
- Project Meeting Highlights
- Project Schedule of Activity
- Documentation of interaction with the City Project Team, FTA, PA-SHPO, and any other governmental agency.

***Please note that the key deliverables/goal for this project is for the City to obtain required NHPA Section 106, and any and all NEPA environmental clearances as required by the Federal Transit Administration (FTA) so that the City can access and use awarded RAISE Program funds.**

Deliverables

The consultant will provide to the City:

- Main Street Work Plan (one PDF digital copy and four, color, paper copies)
- CamTran Transit Center Work Plan (one PDF digital copy and four, color, paper copies)
- Johnstown Inclined Plane Work Plan (one PDF digital copy and four, color, paper copies)
- Johnstown Train Station Work Plan (one PDF digital copy and four, color, paper copies)
- Urban Connectivity Work Plan (one PDF digital copy and four, color, paper copies)
- Final Plan Report (one PDF digital copy and four, color, paper copies)

Existing Information

The Johnstown Train Station Project has already developed documents that will be beneficial to the consultant team in completing works tasks requested within this RFP. Documents available include:

- Johnstown Train Station Reuse Study, 2017
- Johnstown Station Assessment Report, 2021
- Pennsylvania Railroad Station – Historic American Building Survey

Copies of these documents can be made available to consultants during the RFP process by requesting them, by email, from John Dubnansky, jdubnansky@cojtwm.com.

3. TIMELINE

- October 5, 2022: Release of the RFP
- October 26, 2022: RFP Questions due date
- November 4, 2022: RFP Answers to Questions posted on the City's website
- November 16, 2022: Due date for proposals
- November 18-30, 2022: Review of the proposals
- December 14, 2022: City Council approval of the consultant team
- December 15, 2022: Start date for the consultant team
- *May 19, 2023: Draft Work Plans due to the City
- *June 16, 2023: Draft Final Plan Report due to the City
- *June 30, 2023: Project End

*Note the City may extend these due dates upon suitable justification from the consultant team.

PART 2 RFP PROCESS

1. SELECTION PROCESS

The City will be selecting one consultant team to complete all work tasks highlighted within this RFP. Evaluation of all qualifications will be completed by the City's Project Team. Consultant must also be

responsive and responsible as described in sections throughout this RFP. Selection of a Consultant is at the sole discretion of City of Johnstown.

2. MINIMUM REQUIREMENTS/RESPONSIVE CONSULTANT

Consultants must meet the following minimum requirements to be deemed responsive to this RFP.

Credentials

The Consultant would need to meet or exceed the Federal requirements stated in “Archaeology and Historic Preservation: Secretary of the Interior’s Standards and Guidelines,” Federal Register, Vol. 48, No. 190-September 29, 1983, Pt. IV.

Therefore, the Consultant must meet or exceed the following minimum education and experience for only one of the stated professions. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or an equivalent specialized training in archeological research, administration or management.
2. At least four months of supervised field and analytic experience in general North American archeology, and
3. Demonstrated ability to carry research to completion.

Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history, or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a state license to practice architecture.

Historic Architecture

The minimum professional qualifications in historic architecture are a professional degree in architecture or a state license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

Experience

Additional experience pertaining to the following will also be weighed heavily in the selection process.

- Quantity of NHRA Section 106 and NEPA clearance projects completed over the past five years.
- Familiarity and knowledge of 24 CFR Part 50 and 58
- Minimum of five years of relevant experience working with federal transportation agencies.
- Minimum of five years of relevant experience working on preconstruction tasks on federally funded transportation projects.
- Experience in construction and real estate development.

3. QUALIFICATIONS EVALUATION CRITERIA

The following will be the City of Johnstown's primary consideration in the selection process:

1. Demonstration of meeting or exceeding the required credentials.
2. Compliance with requirements of this RFP.
3. An assessment of the Consultant's ability to deliver the indicated service in accordance with the specifications set out in the RFP.
4. Consultant's demonstrated experience with the federal transportation agencies and federally funded transportation projects.
5. Consultant's demonstrated experience with creating conceptual plans.
6. Consultant's demonstrated experience with creating NHPA Section 106 documents.
7. Consultant's demonstrated experience with creating NEPA environmental documents.
8. Consultant's demonstrated experience in construction and real estate development.
9. Strength of client references.
10. Project Schedule
11. Competitive comprehensive Consultant fee that includes all project costs listed within this RFP, and including items like travel, printing, postage, fees, etc. The Consultant should provide a fixed-price cost proposal in a format similar to the example provided below:

Total Consultant Fee: \$000,000	

Main Street Work Plan Development <ul style="list-style-type: none"> Detail and itemized costs per work task listed within this RFP 	\$00,000
CamTran Transit Center Development <ul style="list-style-type: none"> Detail and itemized costs per work task listed within this RFP 	\$00,000
Johnstown Inclined Plane <ul style="list-style-type: none"> Detail and itemized costs per work task listed within this RFP 	\$00,000
Johnstown Train Station <ul style="list-style-type: none"> Detail and itemized costs per work task listed within this RFP 	\$00,000
Urban Connectivity Project <ul style="list-style-type: none"> Detail and itemized costs per work task listed within this RFP 	\$00,000
Final Plan Report <ul style="list-style-type: none"> Detail and itemized costs per work task listed within this RFP 	\$00,000

Additional items may be added to the budget template if desired by the consultant team. A copy of the Evaluation Sheet that will be used during the proposal review process is found in *Part 4: Proposal Attachments* section of this RFP.

4. RESPONSIBLE CONSULTANT REQUIREMENTS

The City of Johnstown shall not award any contract until the selected consultant has been determined to be responsible. A responsible consultant must:

- (1) Integrity and Ethics. Have a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A),
- (2) Debarment and Suspension. Be neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4,
- (3) Affirmative Action and DBE. Be in compliance with the Common Grant Rules’ affirmative action and FTA’s Disadvantaged Business Enterprise requirements,
- (4) Public Policy. Be in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B), along with Local and State laws,
- (5) Administrative and Technical Capacity. Have the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D),
- (6) Licensing and Taxes. Be in compliance with applicable licensing and tax laws

and regulations,

- (7) Financial Resources. Have, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D),
- (8) Production Capability. Have, or can obtain, the necessary production, construction, and technical equipment and facilities,
- (9) Timeliness. Be able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments, and
- (10) Performance Record. Be able to provide:
 - (a) Current Performance. A satisfactory current performance record, and
 - (b) Past Performance. A satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:
 - 1 Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,
 - 2 Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in the recipient's solicitation, and
 - 3 Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be non-responsible, unless the recipient determines that the circumstances were properly beyond the bidder or offeror's control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. FTA expects the recipient to consider the number of the bidder or offeror's contracts involved and the extent of deficient performance in each contract when making this determination.

Before entering into a full funding contract for a fixed guideway project, the recipient must now consider the prospective contractor's past performance in estimating costs and ridership as reported in the Contractor Performance Assessment Reports, as required by 49 U.S.C. Section 5325(j)(2)(C).

5. RFP SUBMISSION ITEMS

The Consultant must submit documentation in response to the requirements listed in each category heading summarized below. The Consultant must also submit completed versions of the Qualifications Coversheet and the Certification of Company located at the end of this RFP.

1. Cover Letter
2. Resumes of Key Consultant Staff that will be working on this project.
3. Explanation on how the Consultant meets our required credentials.
4. Examples of past relevant work, highlighting projects involving NHPA Section 106 and NEPA environmental clearance preconstruction work.
5. Narrative describing experience/familiarity with:
 - a. Demonstrated experience working with federal regulations.
 - b. USDOT Agencies and Programs
 - c. NEPA Environmental and Section 106 Reviews
 - d. Experience in construction and real estate development.
 - e. Conceptual Plan Development
6. Outline of proposed fee structure following the template provided in this RFP.
7. Professional References
8. Project Schedule
9. Completed Qualification Form found in Part 3 of this RFP.
10. Completed Certification of Consultant Form found in Part 3 of this RFP.
11. Completion of all forms listed within Part 4 of this RFP.

6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

The consultant must mail to the City a single package that includes within it **two separate sealed envelopes**. In one envelope include just the Consultant's price/budget proposal and label it "Price Proposal". In the other envelope include all other required proposal documents and label it "Proposal". The consultant must provide to the City four hardcopy paper versions of their proposal and a single PDF electronic version. All proposals must be either dropped off at City Hall, 401 Main Street, Johnstown, PA, or submitted via United States postal mail at the address below.

City of Johnstown
ATTN: John Dubnansky
401 Main Street
Johnstown, PA 15901
Email: jdubnansky@cojtn.com

The deadline for submission is November 16, 2022 at 12:00 PM.

Questions pertaining to this RFP must be emailed to jdubnansky@cojtn.com and will only be accepted until 12:00 PM on October 26, 2022. Answers to all received questions are expected to be available to all proposers by 12:00 PM on November 4, 2022. The City reserves the right to reject any and or all proposals. Any changes that may occur to this RFP once released publicly will be posted as an addendum on this City's website at www.cityofjohnstownpa.net. Please check the City's website for any posted addendums prior to submitting a proposal.

The City of Johnstown will review all submissions and remove any that are non-conforming or non-responsive to the RFP. The City Project Team may, at their sole discretion, limit the number of proposers who may be offered the opportunity to present their proposals to the City and associated project staff. Based on these interviews, information presented in the proposals, and any supplemental information

requested, a finalist whose proposal best suits the needs of the City will be presented to the City of Johnstown Council for approval on December 14, 2022. The City will then provide a written notice to proceed to the consultant team. It is expected that the project start date will be December 15, 2022.

PART 3

TERMS AND CONDITIONS

1. FEDERAL REQUIREMENTS

The selected Consultant that will complete contracted work for the City of Johnstown must comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. Requirements set forth in this RFP, entitled “Credentials” that describes the credentials required under federal law to perform Section 106 reviews.

2. RFP TERMS AND CONDITIONS

The City of Johnstown is not required to seek proposals for this service; it has chosen to do so in its best interest. This RFP does not represent a commitment or offer by the City of Johnstown to enter into an agreement with a consultant or to pay any costs incurred in the preparation of a response to this RFP. The City of Johnstown has sole discretion and reserves the right to reject all responses received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to seek new proposals when such a request is in the best interest of the City and to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP. Further, the City is not responsible for any expenses that proposers may incur in preparing and submitting proposals requested by this RFP, including but not limited to costs associated with travel, accommodations, interviews or presentations of proposals.

The timely responses and any information made a part of the responses will not be returned to the

sender. The RFP and the selected professional management operator's response to the RFP may, by reference, become a part of the final Agreement between the consultant and the City resulting from this solicitation.

If it becomes necessary to revise or amend any part of this RFP, the City will furnish a revision by written addendum to all prospective proposers who received an original RFP. It will be the responsibility of the proposer to contact the City prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return the executed addenda within the proposal.

The proposing consultant will indemnify, protect, defend and hold harmless the City, its successors, assigns, members, directors, officers and attorneys from and against all losses, liabilities, actions and causes of action, cost and expenses whatsoever, including, but not limited to, attorney's fees sustained by the City and resulting from any acts or omissions in connection with the Agreement, caused by Proposer, its employees, agents or subcontractors, or caused by others for whom Proposer is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers or employees.

The Consultant shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Johnstown, the City's Project Team, or any other organization that may have a clear interest in the outcome of the selection process, for the purposes of influencing the outcome of the RFP response selection process. Consultants are prohibited from contacting any member of the City's Project Team concerning this project or responses to this RFP.

Should any question arise as to the proper interpretation of the terms and conditions contained in this RFP, the decisions of the duly designated representative of the City shall be final.

The consultant shall not collude in any manner or engage in any practices with any other consultant(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Consultant(s) submittal(s) to be rejected by the City. The prohibition is not intended to preclude joint ventures or subcontracts.

No proposal will be accepted from any persons, firm or corporation that is in arrears or in default to any business or government entity for delinquent taxes or assessments or any debt or contract whether as defaulter or bondsman.

The Final agreement with the successful proposer will be drawn by the City's legal counsel and may contain such other provisions as are deemed necessary to protect the City's interests. At any time prior to the hour and date set for the opening of proposals, the proposer may withdraw its proposal. This will not preclude the submission of another proposal by the proposer prior to the hour and date set forth for the opening of bids. Proposals shall remain open for acceptance and be irrevocable for a period of ninety (90) calendar days from the closing date of the proposal receipt deadline date.

Confidentiality of Documents

Except with the City's approval, proposer shall not directly or indirectly disclose, divulge, or communicate to any person, firm or corporation, other than the City or its designated representatives, or as required by law, any non-public information which it may have obtained during the proposal process concerning any matter relating to the work or regular business of the City.

In general, documents that are submitted as part of the response to this RFP may become public records and will be subject to public disclosure. Pennsylvania State Law may provide a method for protecting some documents from public disclosure. If the professional management operator follows the procedures prescribed by those statutes and designates a document “confidential” or “trade secret”, the City will withhold the document from public disclosures to the extent that it is entitled or required to do so by applicable law. If you include information within your proposal that you consider a trade secret or proprietary information, it should be marked accordingly. Otherwise, it may be subject to the Right to Know Law.

Contract Requirements

At any time during the selection process, or afterward until a contract is negotiated and signed, the City reserves the right to terminate the process. A contract will be negotiated with the most responsible and responsive proposer whose proposal meets the needs of the City to the best degree. Final contract will be subject to negotiations with the City.

The term of the contract is expected to be for a term not to exceed one-year. Extensions of the contract shall be determined by negotiations and mutual agreement by executed contracts

The City reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the City.

No proposer shall assign its proposal or any rights or obligations there under without the written consent of the City.

Prices quoted in the proposal shall include any and all shipping costs specified by the requestor or the purchase order. All taxes of any kind and character payable on account of the work done and materials furnished under the award/contract shall be paid by the proposer and shall be deemed to be included in the proposal. Proposal prices include all royalties and costs arising from patents, trademarks and copyrights in any involved in the work. Whenever the proposer is required or desires to use any design, device, material or process covered by letters of patent or copyright, the proposer shall indemnify and hold harmless the City, its officers, agents or employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment or process, to be performed under the award/contract, and shall indemnify the City, its officers, agents and employees for any costs, including litigation costs and attorney’s fees through the appellate process, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

Any contract resulting from this RFP may be canceled by the City in whole or in part by written notice of default to the proposer upon non-performance or violation of contract terms, including the failure of the proposer to deliver materials or services within the time stipulated in this specification, unless extended in writing by the City. In the event a contract is canceled because of the default of the proposer, the City may (a) purchase the services specified in this specification on the open market, or b) negotiate a contract with another proposer and establish the period of such contract.

Immediately after the notice of award, the winning proposer and its senior management shall begin planning in conjunction with City staff to ensure fulfillment of all obligations. Proposer will be expected to provide professional coordination services upon execution of a contract, the expenses of which will be borne by proposer. Proposer will be expected to attend meetings as required by the City.

3. QUALIFICATION COVER SHEET

Name of Individual,
Firm or Business:

Address:

Phone Number:
Fax Number:
Web Site Address:

QUALIFICATION
Contact Person:

Title:
Email Address:
Phone:

Contract Signatory
Authority:

Title:

4. CERTIFICATION OF CONSULTANT

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I _____ am the _____ of

The _____ corporation, partnership, association, or other entity named as company and the Consultant herein, and I am legally authorized to sign this and submit it to the City of Johnstown on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Consultant:

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____

PART 4

PROPOSAL ATTACHMENTS

The following forms need to be completed as part of the required proposal submission package to the City due on November 16, 2022.

- Affidavit of Non-Collusion
- Disadvantaged Business Enterprise Certification
- Debarment Certification
- Americans with Disabilities Act Compliance
- Contractor Integrity
- Federal Lobbying Certification
- Commonwealth Non-Discrimination Clause
- Title VI of the Civil Rights Act of 1964
- Environmental, Resource Conservation and Energy Requirements
- Evaluation Sheet
- Federal Third-Party Contract Provisions

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 _____ 20____.

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 MAY RENDER
THE PROPOSAL NON-RESPONSIVE)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Policy: It is the policy of the U.S. Department of Transportation and the Pennsylvania Department of Transportation that DBEs 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 in part with Federal and/or Commonwealth funds under the agreement which results from the Purchaser's acceptance of the proposer's offer. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to that agreement.

DBE Obligation: The bidder/contractor agrees to ensure that DBEs 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 in part with Federal funds provided under the agreement which results from the Purchaser's acceptance of the proposer's offer. In this regard, all bidders/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Bidders/contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the City deems appropriate.

Signature: _____ Date: _____

Title: _____

Firm: _____

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

DEBARMENT CERTIFICATION

The proposer hereby certifies to the best of its knowledge and belief, that its principals, and the principals of its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Commonwealth, the Federal Government or other states. Reference 49 CFR Part 29, Executive Order 12549.

(2) Have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within the preceding three-year period had one or more public transactions (Federal, State or Local) terminated by cause or default.

THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Signature: _____ Date: _____

Title: _____

Firm: _____

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

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The undersigned agrees to comply with, and assure that any third-party contractor under this 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 app. & 1612; and the following regulations and any amendments thereto:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. 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 C.F.R. Part 27;
- 3) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- 4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and
- 5) Local Government Services," 28 C.F.R. Part 35;
- 6) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 7) General Services Administration regulations, "Construction and Alteration of Public Buildings,"
- 8) "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-19;
- 9) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 10) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- 11) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- 12) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

DATE: _____ FIRM NAME: _____

BY

SIGNATURE & TITLE: _____

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

CONTRACTOR INTEGRITY

It is essential that those who seek to contract with the City observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the City procurement process. In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting within the Commonwealth of Pennsylvania (“Commonwealth”) and/or the City.
2. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any City employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.
3. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a City official or employee or to any other person at the direction or request of any City official or employee.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a City official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of the City.
5. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of the City.
6. Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
7. Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the City in writing at the time of bid or proposal submission and the City consents to the Contractor’s financial interest prior to the City’s execution of the contract.
8. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract, or secured by Contractor from a third party in connection with the performance of this contract, without the prior approval of the City, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor’s internal assessment and review; or otherwise required by law.
9. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal government or by any other state. Contractor acknowledges that the City

may, at its sole discretion, terminate the contract for cause upon such notification or when the City otherwise learns that contractor has been officially notified, charged or convicted.

10. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law.
11. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the City contracting officer in writing.
12. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
13. Contractor shall cooperate with the City's Solicitor or the Office of State Inspector General in its investigation of any alleged City employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
14. For violation of any of the above provisions, the City may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Contractor from doing business with the City. These rights and remedies are cumulative, and the use or no-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the City may have under law, statute or regulations.
15. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:
 - a. "Confidential information" means information that is not already in the public domain; is not available to the public upon request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the City.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the City, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal or contractual terms, the City shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this agreement with the City, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.
 - d. "Financial Interest" means:
 - (1) Ownership of more than five (5%) percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee or holding any position of management.
 - e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value

including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.

- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR: _____

BY: _____
Signature

Print Name

Date

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

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)

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

COMMONWEALTH NON-DISCRIMINATION CLAUSE

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex, handicap or disability.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, handicap or disability. Such affirmative action shall include, but is not 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.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color religious creed, ancestry, national origin, age, sex, handicap or disability.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contractor Compliance Regulations issued by Pennsylvania Human Relations Commission, or this non-discrimination clause. Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed, and remedies invoked as provided by the Contract Compliance Regulations.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to PA Code Chapter 49.35 of these Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that

such provisions will be binding upon each subcontractor.

10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Wherever herein above the word Contractor is used it shall also include the word Engineer, Consultant, Researcher or other Contracting Party as may be appropriate

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID MAY RENDER THE BID NON-RESPONSIVE)

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The undersigned agrees to comply with and assure the compliance by its third-party contractors and subcontractors under this project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 USC & 2000d; U.S. DOT regulations, “nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID MAY RENDER THE BID NON-RESPONSIVE)

ENVIRONMENTAL, RESOURCE CONSERVATION AND ENERGY REQUIREMENTS

The undersigned 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 §§ 4331 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq. and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq.

The undersigned also 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 forms of regulations, guidelines, standards, orders, or other directives that may affect the Project.

Accordingly, the undersigned agrees to adhere to, and impose on its subcontractors, any such Federal requirements, as the Government may now or in the future promulgate. Listed below are the requirements of particular concern to the FTA. The undersigned expressly understands that this list does not constitute his or hers entire obligation to meet Federal requirements.

a. Environmental Protection. To the extent applicable, compliance with the requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 USC app. & 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joint FHWA/FTA regulations “Environmental Impact and Related Procedures,” at 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

b. Air Pollution. Compliance with the joint FHWA/FTA regulations, “Air Quality Conformity and Priority Procedures for Use in Federal-Aid Highway and Transit Projects” 49 C.F.R. Part 623. This includes satisfactory assurances that any facilities or equipment acquired, constructed, or improved as a part of the Project are or will be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: “Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines,” 40 C.F.R. Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures,” 40 C.F.R. Part 86; and “Fuel Economy of Motor Vehicles,” 40 C.F.R. Part 600;; in accordance with applicable Federally-approved State Implementation Plan(s) (in particular, the Transportation Control Measures); and in accordance with applicable Federal regulations, directives and other standards.

c. Energy Conservation. The undersigned 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.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID MAY RENDER THE BID NON-RESPONSIVE)

EVALUATION SHEET

An evaluation sheet will be completed for each proposal received through this RFP process. The scoring of these proposals will be an essential part of determining which consultant team will be selected by the City. A proposal that is determined to be non-responsive will be administratively rejected and not be scored.

Company Name:		
Reviewer:		
Section I: Responsiveness		
	YES	NO
Cover Letter		
Project Resumes		
Consultant Credentials		
Past Consultant Work with NEPA and NHPA Section 106		
Overall Project Experience		
Project Budget/Price Quote – to be Submitted Separately from the Proposal		
Project Schedule		
Completed Qualifications Form		
Completed Certification of Consultant Form		
Completed Forms from Part 4 of this RFP		

Section II. Evaluation			
Factor	Criteria	Maximum Points	Awarded Points
Experience	<ul style="list-style-type: none"> Experience of Consultant Staff/Resumes NEPA and NHPA Experience Federal Transportation Project Experience Federal USDOT and FTA Agency Experience 	50	
Project Understanding	<ul style="list-style-type: none"> Understanding of our Proposed Scope of Work Understanding of Federal Policy and Requirements Consultant Plan of Execution 	30	
Project Schedule	<ul style="list-style-type: none"> Detailed Project Schedule Schedule Alignment with Project Tasks *Can Complete the Project by June 30, 2023 	10	
Price/Budget	<ul style="list-style-type: none"> Comprehensive Fixed Price Budget Utilize Provided Budget Template, at a minimum 	10	
Total		100	
*Note: The City may choose to extend the project deadline upon request from the chosen consultant and with justification agreed upon by the City.			

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 the City. 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 United States Department of Transportation (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 City requests which would cause the City 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.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID MAY RENDER THE BID NON-RESPONSIVE) The full version of federal compliancy regulations would be part of the awarded contract issued through this RFP process.

ATTACHMENT:

**City of Johnstown Awarded
USDOT RAISE application**

JOHNSTOWN, PA's

IRON-TO-ARTS CORRIDOR RAISE PROJECT



\$24,448,164 RAISE Grant Application
from the City of Johnstown, PA in partnership with
Cambria County MPO and Cambria County Transit Authority (CamTran)

Project Contact: Johnstown Director of Community &
Economic Development John Dubnansky
814.539.2504, x111, jdubnansky@cojtn.com



Submitted July 12, 2021

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JOHNSTOWN, PA'S *IRON-TO-ARTS CORRIDOR RAISE PROJECT* \$24,448,164 RAISE Grant Application

Overview

The City of Johnstown, PA and its partners including the Cambria County Transit Authority (CamTran), the Cambria County MPO, Amtrak and others are proceeding on a \$37 million project to upgrade the Johnstown transit system in order to revive the struggling downtown of Pennsylvania's poorest city. The "Johnstown Vision Together 2025" revitalization plan launched in partnership with the Pennsylvania Office of the Governor and the Pennsylvania Department of Transportation (PennDOT) will create a robust new Johnstown economy to replace declining coal and steel industries with a new focus on the travel, heritage tourism, and health care sectors clustered in the heart of downtown Johnstown, a federal Opportunity Zone. However, the Johnstown 2025 vision depends upon the repair and restoration of Johnstown's downtown transit system, consisting of the Johnstown Train Station, the Downtown Johnstown Bus Transportation Center, and the Johnstown Inclined Plane, to allow safe operations, expanded ridership, access for poor and minority populations, and transit-oriented development.



Johnstown Mayor Frank Janakovic
with Joe Biden at Johnstown Train
Station, September 30, 2020

"We Will Deliver!"

The repair of the badly-impaired Johnstown Inclined Plane railway, the restoration of the deteriorating Johnstown Train Station for passenger rail service, and the upgrade of the poorly functioning Downtown Intermodal Bus Transportation Center, to be connected together by a complete street upgrade dubbed the Main Street Greenway initiative, together make up the “Iron-to-Arts Corridor” Project and the focus of this request for U.S. Department of Transportation (U.S. DOT) RAISE Grant funding. The Iron-to-Arts Corridor will cost \$36,995,664 in total, and while Johnstown has secured funding and leverage to further develop the project, it remains the poorest city in Pennsylvania and the census tracts of the project location are designated as areas of persistent poverty, as well as being a rural community with a population of 19,195. With these factors in mind, the City of Johnstown requests a waiver of the 20% match requirement for the RAISE program. However, the Johnstown community has already raised \$9,264,241 in non-federal match (25% of the project total) from PennDOT, local, and philanthropic sources which have advanced the project’s readiness (not counting an additional \$16.5 million now leveraged from Amtrak for a complementary but separate Train Station upgrade). Johnstown now seeks a **\$24,448,164 RAISE Grant** to complete project planning and implement full construction.

Johnstown and its key allies CamTran and the Cambria County Metropolitan Planning Organization (MPO) are pleased that PennDOT is a full partner in the Iron-to-Arts Corridor project, providing a bulk of the non-federal match, completing comprehensive studies, analysis, plans, phasing, and cost estimation for project components including the Johnstown Train Station and Inclined Plane, and assigning its contractors to ensure steady progress toward a project-ready status that will meet RAISE deadlines for funding obligation, construction, and completion.

The Iron-to-Arts Corridor project meets all of DOT’s RAISE criteria:

- The project will improve **safety** of the Johnstown transit system by: fixing outdated and dysfunctional passenger facilities at the Train Station, eliminating the risk to Incline passengers (and emergency service personnel) from service malfunctions of up to 25% annually on that facility; reducing conflicts between buses and passenger/pedestrians who lack proper access at the Downtown Transit Center; and calming traffic and enhancing pedestrian and cyclist mobility through the Main Street Greenway complete street upgrade.
- The project will promote a **state of good repair** through the restoration of the three important multimodal transit hubs, which are deteriorated and suffering serious service disruptions and excessive operations and maintenance cost challenges. The Inclined Plane, the Johnstown Train Station, and the Downtown Transit Center (built in 1891, 1916, and 1983 respectively) are badly in need of repairs to mechanical systems, electrical systems, and passenger facility systems.
- The Iron-to-Arts Corridor project is absolutely critical to the **economy and revitalization of the distressed Johnstown community and its struggling downtown**. In a “Johnstown Vision Together 2025” strategy created with PennDOT funding and at the direction of the Governor of Pennsylvania, Johnstown has identified a pathway to renewal that builds upon its competitive strengths of heritage and recreational tourism, the travel economy, downtown

revitalization, and health care jobs. This Vision 2025 strategy has identified the repair and upgrade of the Johnstown transit system as fundamental to the path forward.

- The Iron-to-Arts Corridor project will bring about positive **environmental sustainability** benefits for the City of Johnstown and the surrounding region. This project will foster mode shifts from automobile use to public transit and walking through the restoration of the Inclined Plane, the Train Station and the Downtown Transit Center, along with the Main Street Greenway initiative's complete street upgrade. This project will also restore brownfield areas in downtown Johnstown and reduce stormwater from roadways with green infrastructure.
- This RAISE project will also vastly improve the **quality of life** for the residents of and visitors to Johnstown, the poorest city in the Commonwealth of Pennsylvania with double the poverty, double the unemployment, double the number of people with disabilities compared to the state and nation, and other socioeconomic challenges. Johnstown and Cambria County leadership have staked the future progress of Johnstown on its "Vision 2025" effort to boost the health care and tourism/travel sectors of the economy in a way that can create jobs, renew the downtown, and provide a healthier community for residents and visitors alike – none of which are possible if the transit system is not repaired and restored with support of this RAISE grant. This project will also increase access to **equitable work opportunities for a very substantial population of minority and low-income workers**, who are significantly more likely to utilize transit than residents who are white or able to afford a vehicle.
- Johnstown's **innovation** on this Iron-to-Arts Corridor project will include advanced technologies for passenger service including novel health-medical check kiosks; specially engineered power technologies at the Inclined Plane which marry the historically important original equipment to advanced electric systems that will vastly improve function and safety at this railway facility; and green infrastructure approaches to managing stormwater on a restored Main Street complete street.
- The Iron-to-Arts Corridor project has strong backing from many economic development and community revitalization **partners** as indicated by enclosed letters of support and, most importantly, represents a strategy launched by the Commonwealth of Pennsylvania and its PennDOT transportation agency to use transit upgrades to boost the Vision 2025 revitalization of this struggling city.

I. Project Description

The Johnstown transit system consists of three intermodal transit facilities in downtown which are each 0.5 miles away from each other: the Train Station, the Downtown Transit Center, and the Inclined Plane. Main Street Johnstown is the prime road corridor for pedestrian, vehicle, and other transportation access among them, as well as the central corridor for community civic, business, health care, and other core assets in this downtown Opportunity Zone. This description section also describes the **transportation challenges** facing Johnstown that have led to this RAISE application.

A well-functioning transit system is critically important to Johnstown, as this is a small, rural community in the Allegheny Mountains that is already isolated, and which remains the poorest city in the Commonwealth of Pennsylvania. That makes the ability to access Johnstown by reliable public transit fundamental to not only our citizens and workers, but also our endeavors to be a world-class heritage tourism and outdoor recreational destination. In recent years, Johnstown has made great strides on this goal by establishing and reinvigorating key tourism and cultural destinations including the [Iron-to-Arts Corridor](#), the [Center for Metal Arts](#), the [Old Cambria City Arts District](#), the [Steeple Project](#), the [Johnstown Flood Museum](#), and wonderful [historic districts](#) – all clustered around the transit hubs that are the subject of this RAISE proposal. If these transit hubs are failing, this Johnstown tourism and hospitality economy will falter too.

The Iron-to-Arts Corridor Project comprises the approximately \$37 million restorations of and upgrades to the Johnstown Train Station, the CamTran Downtown Transit Center, and the Inclined Plane railway, together with a complete street and downtown walkability upgrade named the Main Street Greenway & Urban Connectivity Project. Johnstown suggests that, while any one individual component of the overall Iron-to-Arts Corridor initiative may not be transformational enough on its own to merit a RAISE grant award, together as one transit system managed by CamTran and backed by Johnstown, PennDOT, Amtrak, and others, the overall four-component, integrated project rises to the level of RAISE worthiness, as a transformational, nearly \$37 million project expected to produce up to \$250 million in direct benefits and be the essential spark to the Johnstown 2025 vision for downtown and community renewal.

The specific transit centers and road segment to be upgraded are described in detail here:

1.) **The Johnstown Train Station will be restored for enhanced local and regional train and bus transit use with \$11,281,411 in station upgrades.**

The Johnstown Train Station is an elegant, 1916 structure at 47 Walnut Street originally modeled after a Roman basilica which houses daily stops by the Amtrak Pennsylvanian line, with direct service to 16 cities linking Pittsburgh at the west through Johnstown, to the state capital of Harrisburg, to Philadelphia at the east and on to New York City. Supporting a traveler catchment area of 311,000 people within 25 miles and 1,315,217 people within 50 miles, the multi-modal Johnstown Train Station serves more than 25,000 commuters, seniors, students and tourist passengers each year, connecting commuters and visitors by daily Amtrak as well as CamTran, Greyhound, and regional bus routes. This includes a range of between 18,848-24,000 (from 2013-2019) Amtrak commuters arriving and departing from the Johnstown Station each year, and another 2,000 passengers to/from seven additional cities on connecting Thruway Bus services. Johnstown was pleased to host Amtrak Joe Biden at this station in September 2020.



However, the Station Building is largely empty, with only a 2,400 sq. ft. portion of the building leased and used as an Amtrak passenger waiting area, with an additional 17,000+ square feet of

grand but deteriorated and vacant Station building space empty and maintained by the Johnstown Area Heritage Association – 88% vacant! There are no commercial, retail, civic, or revenue-generating uses in this large, central public building in downtown Johnstown.

In 2016-2018, PennDOT invested \$900,000 and Amtrak invested \$2,000,000 to restore the deteriorated station roof and install extensive ADA compliance upgrades to the passenger station. In 2017, PennDOT funded a team of architects, engineers, and market feasibility experts to conduct a Reuse Study to determine the full extent of upgrades needed for full passenger functionality of the station, as well as transit-oriented development in and around the Station (and adjacent Baggage/Express Building). The Johnstown community has determined a highest-and-best use of the vacant areas of the Johnstown Train Station to be:

- Establishment of a **Johnstown Visitors Center** in the Station Concourse; and
- A new year-round healthy food and farmers market with 52 vendor stalls in the Baggage/Express Building at the station, and a new culinary school and kitchen occupying two floors. The main Station Building would also include one large restaurant and new retail uses to produce revenue generation for ongoing O&M costs at the facility (and for user/visitor attraction). Johnstown was excited to use “Local Foods, Local Places” resources from the U.S. EPA Office of Community Revitalization, backed by USDA, to craft a strategy to move this Johnstown Train Station **food hub development** project forward; and
- Establishment of the headquarters for the **Artists-Blacksmiths Association of America (ABANA)**. Representing 40,000 blacksmiths across the nation, ABANA has located its first-ever international headquarters and tourism attraction facilities in Johnstown, a locality that is one of the birthplaces of the American iron and steel industry. ABANA expects to bring up to 2,000 blacksmiths and tourists to Johnstown annually. The Johnstown Train Station is adjacent to the historic Johnstown Cambria Iron Works, a National Historic Landmark that is now used as the Center for Metal Arts, a school for blacksmiths across the world and a major tourist attraction for Johnstown. See <https://centerformetalarts.org/>.

In 2020, PennDOT partnered with Amtrak and Johnstown to conduct a station conditions assessment report, preliminary engineering and cost estimation for the significant restoration and rehabilitation that must be conducted at the Station and its platforms in order to continue using the site for necessary local and regional transit services. Johnstown learned that there must be as much as \$34+ million in station, platform, and other upgrades needed at the facility:

- a. **Station Facility Upgrades:** Required improvements include the construction of new circulation ramps, reconstruction of two sets of stairs, HVAC upgrades, ADA restroom upgrades, window upgrades, fireproofing, signage, and entry door upgrades in the Main Station building and connected Baggage/Express Building, along with parking lot upgrades outside the Station. PennDOT identified a priority need for safety, structural, and weatherization upgrades to the Station including construction to repair roof trusses; reset cornice stones; repair exterior brick and limestone; repair/replace clearstory windows; repair a cracked wall and beam in baggage building; demolish the Western Baggage Building and infill holes; replace the Baggage Building

Roof; and remove waste drums from baggage tunnel and parking lot. Next, there are priority upgrades needed for exterior and interior restoration and historic preservation, including construction to repair/replace/restore exterior doors and windows; interior structural repairs including beam delamination and concrete spalls; and interior masonry and restoration to main waiting room and concourse. In addition, PennDOT recommends state of good repair improvements including installation of a limited use/limited access elevator; new egress stairs; mechanical, electrical, plumbing and utilities upgrades; asbestos and lead paint abatement; and Station parking lot upgrades including LED lighting. There are **preliminary engineering plans produced by PennDOT** for these Station Upgrades, and construction costs estimates of \$9,813,867 plus an additional \$1,467,444 in final engineering, permitting, and other pre-construction costs. These total costs of **\$11,281,411** are a key portion of Johnstown's RAISE request for funding support.

As a separate endeavor from this Iron-to-Arts Corridor RAISE project, extensive improvements must be made to **510' of Amtrak rail platforms including raising the platforms for passenger accessibility, erecting platform enclosures and improvements to passenger, baggage and utility tunnels between the Station and the platforms**. Amtrak has completed full planning and engineering, and has committed \$16.25 million to complete these upgrades. Amtrak will begin construction of these transit passenger upgrades in 2022, as indicated by the enclosed letter of support. While the Amtrak portion of the rail passenger station upgrades is not included in this City of Johnstown RAISE project, the leverage of these additional resources shows the importance and potential of this station, once restored with both RAISE and Amtrak resources.



- 2.) **The CamTran Downtown Transit Center** will be upgraded with a dedicated bus lane in front of the center, along with passenger facility upgrades including an enhanced passenger waiting area, advanced passenger information systems, pedestrian/cyclist accessibility improvements to and around the station and an upgrade to the attached Intermodal Parking Garage to include transit-oriented and commercial development, at a cost of **\$3,600,000 (including \$600,000 for design and engineering)**. The Cambria County Transit Authority's Downtown Transit facility is located between Main Street and Locust Street in the block between Clinton and Franklin Streets in downtown Johnstown, and is 0.5 miles from the Johnstown Train Station, which is a 2-minute vehicle ride or 10-minute walk away. Constructed in 1983 and in continuous operation since, the Transit Center is the beginning or ending station for 26 transit buses for 14 separate fixed-route bus lines running 200+ routes during weekday peak, carrying more than 1.1 million transit passengers annually throughout Johnstown and the broader rural area.

The Transit Center is a critical component of the CamTran system, but needs to be modernized, renewed and better integrated with development in the downtown area. The Transit Center is dark and dingy, and lacking in any passenger amenities including no food options, retail options, technology amenities or other such features needed in modern multimodal transit facilities to attract ridership and create revenue opportunities to support facility and system maintenance.

CamTran seeks to modernize the dilapidated Transit Center to attract passengers and enhance the rider experience and system revenue-generating and transit-oriented development opportunities. RAISE funding will:

(a) support key Transit Center upgrades including building renovations, air flow improvements, lighting and signage improvements. CamTran will also deploy passenger service upgrades including an expanded and updated waiting area, improved seating and benches inside and outside the center, cashless kiosks, passenger information technologies, and “Healthy Lifestyle” kiosks for passengers and users of the Transit Center.

(b) upgrade accessibility to the Transit Center to spur transit shifts for pedestrians and cyclists who come to the center on the new and improved Main Street Greenway or other mobility routes, with improved sidewalks, the installation of crosswalks, updates to the Transit Center’s parking garage and the creation of a dedicated lane for transit bus vehicles to improve flow and avoid the potential for accidents; and

(c) identify strategies for redevelopment and productive reuse of outdated station areas, the parking garage and vacant buildings adjacent to the Transit Center to both provide beneficial co-located community facilities and also enhance CamTran revenue generation to support facility maintenance. These uses are planned to include additional food options, retail shopping options, facilities for health screenings and healthy lifestyle choices, daycare service options and other future uses. CamTran believes that these community facilities, integrated into Johnstown’s core transit hub, is essential because Johnstown is one of the least healthy, most obese and poorest cities in Pennsylvania. CamTran is working with other key partners on these issues, including the Jefferson Center for Rural Health, located in Johnstown, and one of the only community and population health institutes dedicated to rural health in the United States.



CamTran will integrate this Downtown Transit Center upgrade with the City of Johnstown’s Vision 2025 plan for downtown complete streets and improvements to the Train Station and Inclined Plane. The upgrade will improve access for students, residents, visitors, senior citizens and people with disabilities to healthcare, education, special events and recreational opportunities and at the same time improve pedestrian and bicycle safety,

transit access, parking opportunities and enhanced economic development. PennDOT's Multimodal Office is working with CamTran to move the Bus Transit Center project into planning and project design and has funded the next \$200,000 planning component of the improvement project. This RAISE application seeks an additional \$3,600,000 for engineering and construction of the upgrades outlined here.

3.) **The Johnstown Inclined Plane will be rehabilitated and restored to full and safe function at a cost of \$12,579,292.** Johnstown is very pleased that to have worked with PennDOT

to fully engineer and permit the Inclined Plane upgrade, and Johnstown/CamTran has now leveraged \$11,700,000 in PennDOT, FTA, Save America's Treasures and local funding to have this project at 93% of required construction funding. Located at 711 Edgehill Drive in downtown Johnstown 0.5 miles away from both the Transit Center and the Train Station, the iconic Inclined Plane is not only central to Johnstown's tourism economy, but also a heavily used railway which is served by the CamTran Downtown Shuttle bus transit service. The Inclined Plane services both passengers and cars simultaneously. Designed by the same engineer who designed the machinery that operated the first Ferris Wheel in 1893, Johnstown's Inclined Plane is a balanced fixed rail system with a double track, each with an eight-foot gauge. The two cars are permanently attached to steel cables, counterbalancing each other while in operation. As one 38-ton car rises, the other is lowered. Power is only needed to lift the net weight. The angle of the railway is set at 35 degrees, 25 minutes; the length is 896.5 feet. Its perpendicular lift is 502.2 feet, to an elevation of 1,693.5 feet, at the very steep grade of 70.9%. The lower entrance to the railway, crossing Stonycreek River just short of its confluence with the Little Conemaugh River, consists of a heavy iron bridge constructed with the three-foot-thick iron girders and supported by stone abutments.



Built by the Cambria Iron Company the year after the devastating Johnstown Flood of 1889 and opened in 1891, the Incline is the steepest vehicular inclined plane or "funicular" in America, one of only two such structures on the National Register for Historic Places and the only listed for National significance. The cornerstone of Johnstown's heritage tourism economy, the Incline is also an important public transportation connection for carrying both cars and passengers, including commuters, between downtown Johnstown and the townships and boroughs located east of the city who would otherwise have to drive a circuitous route south or north to be able to come down from the mountain and across the Stonycreek River. With annual transit ridership peaks that once reached one million users, the Incline has carried more than 40 million passengers to higher ground and back to the Johnstown valley over its 128 years in operation.

But these operations are in peril and ridership has dropped to 65,000 passengers annually because the Incline is inoperable much of the year (as much as 25% annually, and typically throughout winter) and for increasingly extended periods. Maintenance is highly specialized and very expensive, as skilled repair technicians must often travel from afar, and as unique parts must sometimes be machined from scratch. Passengers can be stranded mid-ride from failed Incline operations. The Johnstown Fire Department, and other first responders who must train for rescues on the Incline regularly, view this facility as highly hazardous for rescue and removal operations, making upgrades to the facilities (especially power sources and backup power) critical. PennDOT conveys that the Incline is in danger of deterioration and closure without full restoration and rehabilitation. The unsatisfactory condition of this facility is hobbling a Johnstown pillar of regional tourism and traveler mobility, as the Incline is the most visited historic transportation facility in the region and of central importance to the psyche of the resilient people of Johnstown.

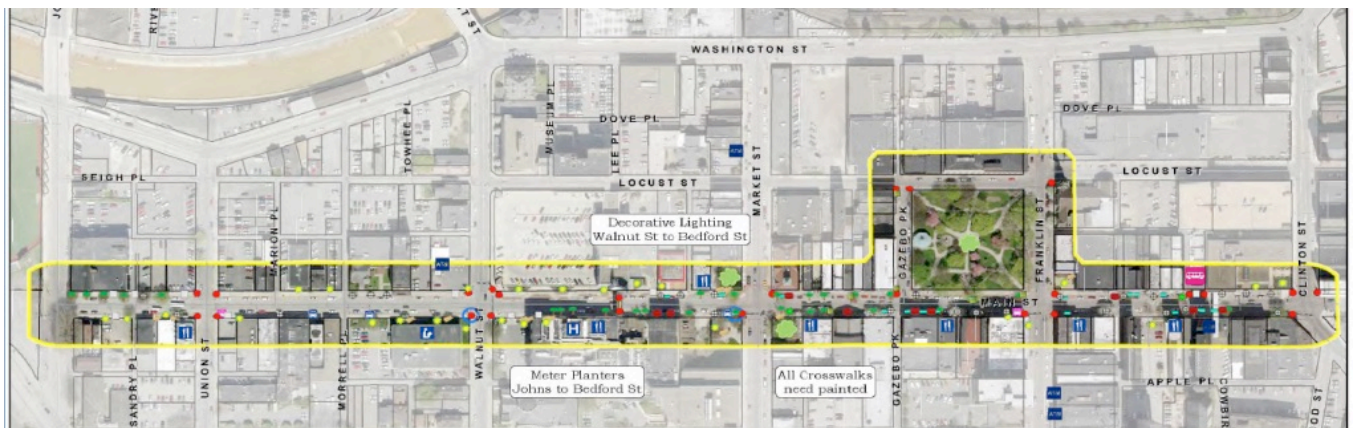
Upgraded for use in 1912 and 1921 and extensively restored in 1962, the last major restoration was conducted by CamTran in 1983-84. In 2017-18, the Inclined Plane had a new key installed in its safety sheave and its motor cleaned and rewound, but CamTran with PennDOT determined that a much more comprehensive restoration encompassing mechanical, electrical, communications and structural/architectural upgrades was critically needed.

Since then, PennDOT has provided more than \$1.1 million to conduct design and engineering for the Inclined Plane restoration, which is now completed and shovel-ready. Further, PennDOT has committed \$8.417 million in state resources to the restoration, while CamTran has leveraged \$365,000 in local and philanthropic resources, \$2.8 million in FTA Section 5339 and CARES Act funding, and a \$500,000 Save America's Treasures grant from the National Park Service, to approach full funding for this project. This Incline component of the Iron-to-Arts Corridor project will restore full functionality to the Incline facilities while preserving the distinct historical character of the rails, ties, platforms, funicular cars, engine house, mechanical systems and all other aspects of this structure. This RAISE project and matched/leveraged resources will (a) restore the Incline cars and suspension system; (b) repair the mechanical system's safety sheaves; (c) restore the unique, original electrical motor system; (d) install an emergency generator to prevent mid-track passenger stalls, which has been specially designed to allow preservation and use of the historic, original electric motor systems while providing power backup to ensure passenger and first responder safety; (e) install LED lighting systems; (f) upgrade ADA and accessibility features including a ramp, stairs, and sidewalks; (g) improve the radio/PA communications system, (h) conduct architectural / structural restoration improvements; (i) restore signage, install wayfinding and interpretive signage; and (j) upgrade painting of the Inclined transit vehicles and facilities.

CamTran projects that, with full operational function of the Incline and the greatly enhanced passenger experience from an upgraded system, ridership will increase from approximately 65,000 passengers annually to 200,000+ each year. The Incline is an anchor of the Johnstown tourism economy and PennDOT's backing for project design and the community's hope for full implementation is already sparking economic development prospects, as a park, trailhead,

kayaking and other tourism and recreational investments are now being lined up around the base of the Incline.

- 4.) These three transit hubs will be connected by a key complete street upgrade extending 0.5 miles from the western edge of downtown (Johns Street) to the CamTran Downtown Transit Center on the corner of Main Street & Clinton Street through the heart of downtown Johnstown, the **Main Street Greenway & Urban Connectivity Project**. This \$8.2 million project will connect the three Iron-to-Arts Corridor transit hubs via Main Street with pedestrian sidewalk improvements, trail connections, ADA upgrades, traffic calming and pedestrian safety improvements including bulb-outs and crosswalks, wayfinding signage, improved lighting and streetscape enhancements and bioswales and street trees to manage stormwater and improve the corridor's attractiveness for tourism, business investment and a better quality of life for residents.



This Main Street Greenway will develop on-street connections from the off-road Jim Mayer Riverwalk Trail that runs through downtown Johnstown, connecting six low- and moderate-income neighborhoods to the Inclined Plane, Train Station, and Intermodal Transit Center. The new bicycle-pedestrian trail connections will be a part of the September 11th National Memorial Trail, which connects the September 11th National Memorial in New York City, the Pentagon Memorial near Washington, D.C., and the Flight 93 National Memorial 30 miles south of Johnstown, allowing users of this trail to access the Amtrak station and other regional transit hubs. The four key components of this Urban Connectivity initiative include:

- a) **On-street dedicated bicycle lanes** where appropriate widths exist and share-the-road signage where the road is too narrow to connect the existing off-road Mayer Trail through downtown to the Inclined Plane. Additional components include highly visible pedestrian crossings, curb cuts, landscaping and bike-safe and other drainage improvements.
- b) **A bicycle-pedestrian crossing of Bedford Street**, the most heavily used vehicular access point to downtown due to its proximity to the Route 56 Expressway. This route provides the

most direct link from five low- and middle-income neighborhoods to the Intermodal Transit Center and will include a resting area in the middle of the four-lane state road, a user-activated system for safe crossings by pedestrians and cyclists.

- c) **The installation of the Pillar Park Trail** as an off-road trail under the Route 56 Expressway that will connect the Kernville neighborhood to downtown Johnstown. Pillar Park is an AmeriCorps project that features murals painted on support pillars for the Expressway.
- d) **An off-road connector trail from Kernville** via a vacant lot on Coconut Place that has a designed and shovel-ready small parking area. This ADA-compliant trail, similar to a rail-trail with at least an eight-foot width, will complete the connection from the five neighborhoods to the Incline Plane and avoid as many as a dozen street crossings at downtown intersections. This short trail will connect to the 9/11 National Memorial Trail.

History and Context for the Iron-to-Arts Corridor Project

The City of Johnstown and its partners CamTran, the Cambria County MPO and PennDOT have been working on the Iron-to-Arts Corridor project for nearly a decade and are now poised to move these critical transit upgrades forward into implementation with RAISE support.

As Johnstown has continued to struggle with industrial decline, pervasive poverty, poor health conditions and socio-economic distress, community leaders and institutions convened to establish a renewed path forward. In 2015, Carnegie Mellon University's "Remaking Cities Institute" facilitated a community visioning effort about the future of Johnstown, which resulted in the creation of "Johnstown Vision 2025", which is led by two dedicated community action professionals who organize community teams for Johnstown revitalization initiatives. See <https://johnstown25.com/>. The [Johnstown vision](#) calls for downtown revitalization, improved community health outcomes including through enhancement of the robust health and medical sectors based in the city, and the growth of a heritage- and recreation-based tourism and travel economy. However, it was clear that this Johnstown vision could not be achieved when the Incline was stuck, the Train Station was deteriorating, the Downtown Transit Center was outdated and Main Street was not adequately serving all modes of travelers in the heart of town.

In 2017, Johnstown community leaders approached the Office of the Governor and senior PennDOT officials seeking support for the design, funding and construction of upgrades to these three transit hubs and Main Street. Acknowledging that the continued distress of Johnstown required something transformational along with real funding investment, Governor Wolf and PennDOT directed Johnstown leaders to create a firm "Redevelopment Strategy" for economic development, jobs and healthy community revitalization that would be built on these transportation infrastructure investments. PennDOT funded a contracting team to facilitate a year-long program to identify a redevelopment strategy, confirm "catalytic project investments" that could help achieve it, identify an approach for leveraging state funds with federal and private sector monies, and gather and affirm Johnstown community consensus for the entire plan.

After nearly two years of community-based effort under this PennDOT-backed strategy, in June 2019 Johnstown unveiled the ["Johnstown Redevelopment Strategy"](#), confirmed the key catalytic investments of the Incline/Train Station/Downtown Transit Center/Main Street and changed the

moniker for the community ambitions to “Johnstown Vision Together 2025”, which is now directed by non-profit, a two full time revitalization professionals, and a diverse community steering committee for directing action and leveraging funds.

PennDOT also began making major investments of resources, staff contributions, contractor services and design/engineering efforts into the Iron-to-Arts Corridor projects. PennDOT funded the Johnstown Train Station’s Reuse Study and invested nearly \$1 million in a roof replacement to keep the Train Station from deteriorating further and to secure \$16.25 million in leveraged funds from Amtrak. PennDOT funded and completed full design and engineering (and most of the construction costs) for the rehabilitation of the Inclined Plane. PennDOT is now funding the next stage of design for the CamTran Downtown Transit Center.

PennDOT leadership has authorized Johnstown to convey in this RAISE application that PennDOT fully supports this application and plans to remain fully engaged in the RAISE project implementation. Likewise, the Office of Governor Tom Wolf supports this RAISE application and the Iron-to-Arts Corridor project. This initiative is also supported by US Senators Bob Casey and Pat Toomey, US Congressmen John Joyce and Glenn Thompson, PA State Senator and Chairman of the PA Senate Transportation Committee Wayne Langerholc, and PA State Representative Jim Rigby.

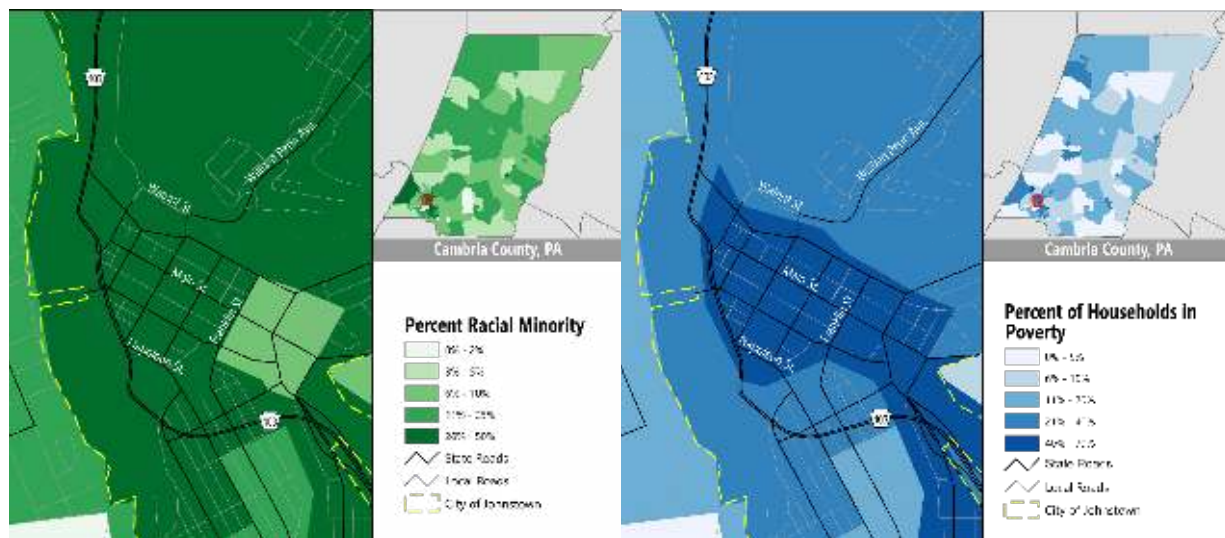
II. Project Location / Maps

Johnstown is a rural city of 19,195 people in the Johnstown metropolitan statistical area (MSA, pop. 128,672) in Cambria County (pop. 130,192) in the southwest Pennsylvania region about 70 miles due east of Pittsburgh. The City contains five designated federal Opportunity Zones, including the downtown Opportunity Zone where this Iron-to-Arts Corridor project is entirely located. The project is in Census Tracts 1 and 2, both of which qualify as an area of persistent poverty. The project area is home to major local and regional landmarks, as well as assets that include civic, governmental, educational, health, recreational, cultural, tourism and transportation anchor institutions.



After decades of steel, manufacturing and coal-sector declines, Johnstown faces major socioeconomic distress, with 38.4% of citizens living in poverty, median household incomes well below half the state and national levels (just \$24,561) and an unemployment rate much higher than state and national levels. With significant blight, disabilities at more than double the state and national rates and a very serious opioid epidemic, many young people have fled the area resulting in steady population decline and a greying population. With regard to transportation mobility, Johnstown’s citizens are 2-3 times more likely to take public transit or walk to work than citizens of the nation or region, making effective transit systems and walkable neighborhoods vital.

American Community Survey 2019	City of Johnstown	Cambria County	Pennsylvania	United States
<i>Unemployment Rate</i>	6.8%	3.9%	4.5%	4.5%
<i>Public Transit to Work</i>	5.1%	1.7%	5.7%	5%
<i>Walk to Work</i>	6.6%	1.9%	3.6%	2.6%
<i>Disabled Persons</i>	28.0%	18.9%	14.0%	12.7%
<i>Median Household Income</i>	\$24,561	\$49,076	\$63,463	\$65,712
<i>Poverty Rate</i>	38.4%	15.3%	12.0%	12.3%
<i>Food Stamps/SNAP Past 12 Mos.</i>	44.2%	19.9%	13.5%	10.7%
<i>% Bachelor's Degree or Higher</i>	11.8%	20.6%	32.3%	33.1%



Racial minorities & poverty in immediate RAISE project area

The proposed Iron-to-Arts Corridor RAISE project is entirely within City of Johnstown limits and its central business/downtown district, with project components at the following four locations:

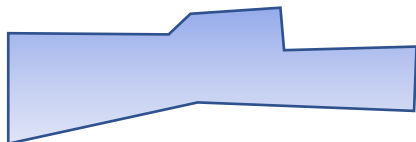
1. *Johnstown Train Station*: 47 Walnut Street, Johnstown, PA
2. *CamTran Downtown Intermodal Transportation Center*: Located between Main Street and Locust Street in the block between Clinton Street and Franklin Street, Johnstown, PA
3. *Inclined Plane*: 711 Edgehill Drive, Johnstown, PA
4. *Main Street Greenway*: An approximately 0.5 mile stretch of Main Street through Johnstown's Central Business District. The boundaries are marked by Central Park, Johns Street, and Clinton and Bedford Streets. The Greenway also includes portions of Clinton Street, Bedford Street, Franklin Street, Gazebo Park Place, Market Street, Walnut Street, and Union Street.

See RAISE project area map below:

IRON-TO-ARTS CORRIDOR RAISE PROJECT MAP



Project Area



RAISE Project Components



**Johnstown
Train Station**

Road/Pedestrian Connections



Key Downtown Anchors

**Key
Anchor**

III. Grant Funds and Sources / Uses of Project Funds

The City of Johnstown and its partners seek \$24,448,164 in U.S. DOT RAISE funding. As the project is located in Census Tracts 1 and 2, which are both designated as areas of persistent poverty, and given that Johnstown is a rural community and the poorest city in Pennsylvania, the City is requesting a waiver of the 20% match requirement. Even with these financial constraints, Johnstown has secured \$9,264,241 in non-federal match (25% of project total) from PennDOT and local philanthropic sources, and another \$19,553,259 in leveraged federal resources from FTA, Amtrak, and the NPS Save America's Treasures grant program. The total, \$53,265,654 in transportation investment proposed for Johnstown already has \$28,817,500 matched and leveraged – 54% of total investment secured, with RAISE funding needed to complete the endeavor.

This RAISE request is primarily a capital construction request, as 92.5% of the total project budget and 92.2% of the requested RAISE amount is for construction, yet there are \$2.76 million in planning, design, engineering and permitting costs included in this RAISE request. As a city that has been in structural deficit and under the Commonwealth of Pennsylvania's Act 47 financial distress status since 1992, it has been difficult for Johnstown to fully fund pre-construction costs, and has really only been able to do so because the Iron-to-Arts Corridor has been backed by PennDOT. RAISE support for completing all pre-construction activities with PennDOT is an important request for Johnstown. See the Johnstown RAISE budget table below:

Project Component	Project Cost	Fund Distribution			
	Total	RAISE Request	RAISE % of Total	Non-Federal Matching Funds	Match % of Total
Johnstown Train Station	\$ 9,813,967	\$ 9,813,967	100%	\$ -	0%
Train Station final design & engineering	\$ 1,467,444	\$ 1,467,444	100%	\$ -	0%
CamTran Transit Bus Center	\$ 3,000,000	\$ 3,000,000	100%	\$ -	0%
Bus Center final design & engineering	\$ 600,000	\$ 600,000	100%	\$ -	0%
Inclined Plane	\$ 12,579,292	\$ 879,292	7%	\$ 11,700,000	93%
Main Street Greenway	\$ 8,236,501	\$ 8,236,501	100%	\$ -	0%
Roadway and trail design & engineering	\$ 1,298,460	\$ 450,960	35%	\$ 847,500	65%
Total Costs (FY 2021, Present Value)	\$36,995,664	\$24,448,164	66%	\$12,547,500	34%
Total Project Cost	\$36,995,664				
Total Local, Non-Federal Match	\$12,547,500				
RAISE Funds Requested	\$24,448,164				
Percent of Non-Federal Match	34%				
Percent of RAISE Funds	66%				

All matched and leveraged funds are available and secured for implementation, as listed in the chart below:

MATCH & LEVERAGE BREAKDOWN	AMOUNT
Non-Federal Match in RAISE Project	
Pennsylvania Department of Transportation	\$8,416,741
Cambria County Conservation & Recreation Authority (with PA Department of Natural Resources Grants)	\$847,500
Community Foundation for the Alleghenies	\$257,500
1889 Foundation	\$107,500
Subtotal of Matched Funds:	\$9,629,241
Additional Leverage	
Amtrak investment in Johnstown Train Station (complementary with but not within RAISE project)	\$16,250,000
FTA Section 5339 Funding (at Inclined Plane)	\$2,148,258
FTA CARES Act Funding (at Inclined Plane)	\$635,000
Save America's Treasures grant	\$500,000
Subtotal of Leveraged Funds:	\$19,533,258
Total Match & Leverage beyond RAISE:	\$29,162,499

IV. Criteria

a. Safety

The deteriorating and poor operational conditions at all components of the Iron-to-Arts Corridor transportation facilities reduce the safety of transit passengers, pedestrians, drivers and first responders, which this RAISE project will correct substantially.

At the **Johnstown Train Station**, PennDOT and Amtrak have found that passenger boarding platforms, which are too low, have inhibited access and reduced safety for the 20,000+ annual passengers using those facilities. The passenger tunnel from the station to the platforms is leaking, poorly lit and deteriorating, and the baggage tunnel is completely unfit and unsafe for use (see at right). Passenger stairways in the main station are obsolete and unsafe, lighting conditions in the station are poor, fire safety conditions on certain columns in the station are unsatisfactory and facilities for handicapped accessibility at the station entrance, existing doors and station bathrooms are not ADA-compliant.



Johnstown does not include in this RAISE project and funding request any portion of the \$16.25 million in upgrades which Amtrak is undertaking for improved passenger safety and accessibility on the train loading/unloading platforms and in the tunnels connecting the station to the platform. However, that Amtrak-led project will be conducted simultaneously with RAISE-backed scope

elements to improve overall Train Station safety for passengers and other users. As part of the overall station upgrade, the RAISE project components will fix unsafe structurally unsafe building components, stairwells, station lighting, fire safety and accessibility deficiencies, reducing risks of trips, falls and other injury by station users.

At the **CamTran Downtown Transit Center**, poor accessibility for pedestrians and passengers trying to enter and exit the transit center on failing and deteriorating sidewalks and across bordering streets with inadequate crosswalk, signage and signaling facilities, poses an ongoing threat to safety. Transit Center passengers and users must walk across poorly marked streets lacking pedestrian facilities on the same lanes that are traversed daily by more than 200 transit buses and shuttles which come and go an average of every three minutes.

The Iron-to-Arts Corridor project will use RAISE funding to create a dedicated bus lane for arriving and departing transit vehicles that will eliminate the potential for bus-pedestrian and bus-vehicle conflicts. The Transit Center upgrade will also deploy sidewalk, crosswalk, signage, and lighting improvements within and around the CamTran station to provide better and safer user access.

The **Inclined Plane** has deteriorating and poorly functioning operations which brings the system down for as much as 25% of planned operational time each year. Passengers have been stranded mid-track on multiple occasions over recent years as outmoded electrical systems have become overloaded and failed. Further, because of these hazardous transit system conditions, the Johnstown Fire Department conducts rescue training exercises on the Incline quarterly, which is highly hazardous to these first responders who report that the grease on the facility causes treacherous conditions and requires the department to throw away their ruined rescue ropes after each training exercise.

This RAISE project will drastically reduce these safety problems and hazards by upgrading the entire system to be highly functional and much easier to maintain. The refurbished electrical motor system (coupled with an innovative, specially-engineered backup power system) will virtually end outages and potential unplanned stoppages and provide an emergency backup source to move any stranded train cars. CamTran projects that operating outages will be reduced by 90%. Further, the frequency of Johnstown Fire Department rescue trainings can be halved to just twice yearly.

The key roadway corridor that will connect these transit hubs in downtown Johnstown, the planned **Main Street Greenway**, will deploy complete street and trail connection improvements which will reduce vehicle speeds through traffic calming, improve pedestrian access through enhanced sidewalk and crosswalk facilities, improve signal coordination, add segment lighting, and upgrade the condition of facilities with upgraded surfaces and curbing. Johnstown predicts that these complete street measures, as well as an expected mode shift from driving to walking/cycling, will reduce vehicle accidents from the past baseline of 14 accidents on this Main Street segment (between 2014-2018) to 45% fewer accidents, or under eight (8) accidents per period.

b. State of Good Repair

The Iron-to-Arts Corridor RAISE project will invest transportation upgrade resources into transit and roadway systems located in a core downtown which have been central to mobility for decades and, for the Train Station and Inclined Plane, a century. None of the Iron-to-Arts Corridor component facilities are in a state of good repair now, as Johnstown has struggled with industrial decline, diminishing economic viability over years of structural financial deficiency, and pervasive poverty. These upgrades of existing infrastructure in an established community to maintain a state of good repair are a prudent and efficient use of public resources. Further, if CamTran and Johnstown do not make these critical transportation upgrades, these facilities will further deteriorate and cause increasingly severe transportation inefficiencies, reduce mobility and bring heightened operations and maintenance costs, as explained below.

At the **Johnstown Train Station**, conditions are so dilapidated that the Train Station has become largely unusable and unable to generate revenue for ongoing maintenance. With grand and elegant spaces that have unfortunately deteriorated and need restoration, only a measly 12% of the 20,000 SF Station building is in any use whatsoever (at the 400 SF Amtrak passenger waiting area, and the ABANA Blacksmiths headquarters).

At the same time, track, platform, tunnel and other passenger facilities have been so inadequate and starving for upgrades that passenger utilization of the Johnstown station has suffered in recent years. As conditions at the Train Station deteriorated, Amtrak loadings/unloadings decreased by 21.6% in the past five years, despite predictions by state rail authorities that demand for such regional train services are expected to rise significantly.

Truly, if PennDOT had not stepped in as a partner in 2017 with \$2 million to stabilize the Station with a critical roof replacement, and if Amtrak had not made decisions to reinvest \$16.25 million in facilities in order to maintain passenger service, the historic Johnstown Train Station may have been doomed. PennDOT seriously considered and discussed demolishing the entire facility – but thankfully decided to reinvest instead, including by supporting a RAISE 2021 application to U.S. DOT. With the RAISE restoration of the Station Building along with improvements to lighting, fireproofing, mechanical and structural systems, ADA accessibility and restored aesthetics – together with \$16.25 million in Amtrak platform and tunnel improvements – the deterioration of the facility can be reversed, revenue-generating and beneficial community uses can be established, and the facility can then provide another generation of value to Johnstown and the region.

The poor state of repair at the **Inclined Plane** is driving massive costs from diminished transit passenger usage, lost worker time, substantially increased maintenance costs and other problems that can be fixed with the RAISE grant leveraged by PennDOT investment. With the Inclined Plane broken or not functionally safe, and thus inoperable for up to 25% of planned service hours, the transit system's commuters, visitors and other users are incurring substantial time and productivity costs associated with the Incline. Assuming that under 10% of the Incline's transit passengers are impacted by the Incline being nonoperational for just 5% fewer hours than planned service hours (which is far less, for assessment purposes, than actual lost hours annually), results

in tens of millions of dollars of lost productivity time and wages, ranging between \$6.2 million and \$13.6 million in lost value each year the life of this project.

Further, CamTran expects that annual maintenance costs for the Incline will drop 35%-50% over the life of the project upon completion of the RAISE project, bringing CamTran maintenance costs down from \$1.09 million over 20 years to under \$688,000 total. Also, with Fire Department rescue training operations dropping in half, further good repair savings will be achieved at the Inclined Plane through RAISE.

Likewise, the complete street upgrade of the city's **Main Street & Urban Connectivity** as part of the Iron-to-Arts Corridor project is expected to reduce vehicle travel on that road corridor and further reduce delay by improved road segments by as much as 25% each year and over the life of the project, with a projected vehicle hour delays decrease from 44,473 hours over 20 years to 33,656, person hour delay decrease from 57,852 hours to 43,389, and commercial traffic delay decrease from 3,133 hours to 2,350 for the people of Johnstown.

c. Economic Competitiveness

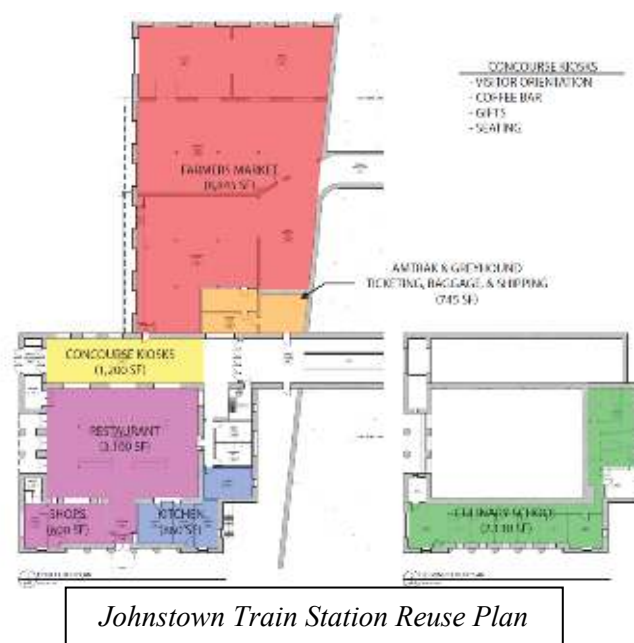
As already conveyed, the Iron-to-Arts Corridor transportation infrastructure upgrade project is foundational to the economic vision for progress that Johnstown has established in order to rise out of its decline. There can be no doubt that Johnstown needs such progress if it has any real hopes for economic competitiveness. The Governor of Pennsylvania and PennDOT backed the "Johnstown Vision 2025" strategy to determine how Johnstown can diversify its struggling economy into new sectors such as tourism and health care, and charged Johnstown with identifying the catalytic investments necessary to implement this strategy. Those catalytic investments are the ones proposed for RAISE infrastructure investment here – the restoration and upgrade of the Johnstown downtown transit system and complete street connections between its three multimodal transit hubs located in a federal Opportunity Zone and an area of persistent poverty.

Johnstown and CamTran are pleased that the federal government has invested in this vision too. In April and May 2020, U.S. EPA awarded two packages of federal resources to the Johnstown community to boost this Iron-to-Arts Corridor initiative:

- U.S. EPA's Office of Brownfields and Land Revitalization awarded a \$600,000 **Brownfield Assessment** grant to the City of Johnstown (and its partners the Johnstown Redevelopment Authority and the Redevelopment Authority of Cambria County, who are both partners in Iron-to-Arts Corridor), with targeted sites for revitalization including the Johnstown Train Station property, the areas at the base of the Inclined Plane and several of the economic hubs described in this RAISE application.
- U.S. EPA's Office of Community Revitalization selected the Johnstown community for a "**Local Foods, Local Places**" package of resources, to identify how a new healthy food hub at the Johnstown Train Station (permanent farmers market, culinary school) can drive economic diversification in downtown.

The specific economic competitiveness benefits that will be driven by the Iron-to-Arts Corridor transportation investments will include:

The **Johnstown Train Station** can increase declining passenger rates for Amtrak and Greyhound passengers to and from that facility through the safety improvements, station upgrades and development of productive reuses of vacant station spaces that will be funded and enabled by this RAISE investment. Currently, a dismal 88% of the Station's building space is vacant and unused. These otherwise elegant spaces are well-suited for commercial and community uses but are deteriorated and unviable in their current condition. PennDOT sponsored a 2017 Train Station Reuse Study that determined appropriate uses for station areas and assessed their strong market feasibility, including a year-round, 55 stall Johnstown Farmers Market, a new culinary school and kitchen, a grand restaurant, retail offerings, a Johnstown Visitors Center (none exists now) and the new headquarters of the Artist Blacksmiths Association of North America (ABANA). The PennDOT study identified building upgrades and improvements to achieve these uses, and preliminary engineering plans have been developed to achieve these upgrades. RAISE funding can unlock this promising potential in the heart of downtown Johnstown at this historic Train Station.



- i. CamTran's plans for the deteriorated **Downtown Transit Center** likewise call for modernizing that facility for productive economic uses both in the station building and in transit-oriented development in adjacent, vacant commercial buildings. The Transit Center plans envision new food, retail, health and daycare options, as well as other uses that will help drive the downtown economy.
- ii. As the most visited tourist destination in Johnstown and the broader region, the nationally iconic **Inclined Plane** can, when restored to consistent and safe functional operation, boost ridership from a predicted 65,000 annually to 200,000+ per year, driving both tourism and commuter mobility. The prospects for restoration of the Inclined Plane have already driven entrepreneurial plans by small businesses to establish new recreational and heritage tourism enterprises around the Incline, such as outfitter, hiking, kayaking, mountain biking, zipline and other complementary tourism investments.
- iii. Running through the heart of downtown and connecting many Johnstown civic and institutional hubs, the **Main Street Greenway** project will foster increases in property values and enhanced reuse of vacant commercial buildings in the central business district. Investment

in a complete street upgrade at the Main Street Greenway is also expected to drive economic investment and competitiveness in health care, the other key sector targeted by the Iron-to-Arts Corridor initiative.

The main health care system in Johnstown and the broader central Pennsylvania region is the Conemaugh Health System, which was acquired by the national health sector leader Duke Lifepoint Systems six years ago. Lifepoint is now planning an expected \$130 million in investment in downtown Johnstown with expended health and wellness facilities. This includes a planned \$25 million investment in the “Conemaugh Hospital – Lee Campus”, which is located directly on Main Street where the RAISE investment is targeted. However, Lifepoint is concerned that without complete street improvements at the Lee Campus, the investment may not be as viable and successful. In late 2018, the hospital’s new CEO stated publicly that “the confusion . . . patients often encounter finding their way around the sprawling campus . . . navigation can be a little daunting . . . ‘How do you find your way around? It’s not easy. That’s not unlike a lot of downtown, urban-type hospitals.’” The CEO went on to describe how Conemaugh is developing a master facilities plan for the campus, identifying how to improve access and convenience for both patients and employees. The health institution has made clear that the Main Street Greenway is critical for this \$25 million planned investment. That Lifepoint investment could even support continued response against health challenges such as the COVID-19 virus and other public health threats, as the Lee Street campus is home to a specialty facility for patients with acute or chronic respiratory problems, where they wean medically complex patients from mechanical ventilation to restore independent breathing, which is certainly relevant to current American needs.

Beyond the potential for the Iron-to-Arts Corridor infrastructure investments to spark new economic diversification and development, this RAISE project will drive economic competitiveness by saving tens of millions of dollars of **lost worker productivity**, through new efficiencies in transportation mobility for workers. As shown in the Johnstown BCA, the future expected cost of lost worker time associated with the dysfunction and inoperability of the Inclined Plane railway, if not repaired and upgraded, is expected to reach levels of \$6.265 million to \$13.6 million *each year*, a massive value that can be restored with this RAISE investment.

Further, the Iron-to-Arts Corridor project, by creating a complete street transformation of Main Street and reinvigorating vacant spaces in and around the Train Station, Transit Center, and Inclined railway hubs, is expected to drive property value increases of between \$33,000 and \$500,000+ in Johnstown over the project life. Such property value increases would be a godsend to Johnstown, which has lost population, youth, housing value and hope over past decades of decline.

d. Environmental Sustainability

Through an increase in transit ridership, mode shifts away from vehicle use, the deployment of green infrastructure to manage stormwater, and the transit-oriented revitalization of vacant and

polluted brownfields in downtown Johnstown, this RAISE infrastructure investment can help drive environmental sustainability in a community marked by a long history of contamination.

The Iron-to-Arts Corridor project will foster environmental sustainability in Johnstown by encouraging **transportation mode shifts** of as much as 25% of all users from single-occupancy vehicles and other higher pollution uses to more transit ridership, walking and cycling options, reducing fuel usage, vehicle miles traveled and per capita greenhouse gas emissions and pollution levels. Johnstown predicts that these transportation choices will result in a reduction of 1 million vehicle miles traveled in downtown Johnstown, 50,000 gallons of gasoline saved, and nearly 500 tons of greenhouse gas emissions over the 20-year project life.

Further, the transformation of the Main Street Greenway will include installation of bioswales, silva cells, raingardens and other **green infrastructure** to manage stormwater flow and pollution loadings, where no such low-impact development pollution reduction facilities exist now. As a city whose downtown is infamously surrounded by three rivers, which have suffered terribly and flowed orange from acid mine drainage pollution from previous coal mining operations associated with the historic iron and steel industry, the Johnstown community is determined to restore the water quality of the Conemaugh, Little Conemaugh and Stonycreek Rivers in this project area. Indeed, fundamental goals of Vision 2025 and the Johnstown Redevelopment Strategy are the restoration of Johnstown's rivers for better public health and the fostering of recreational tourism. Congress authorized the "Johnstown River Restoration" project in 2015 to further these objectives and the U.S. Army Corps of Engineers is actively underway with an Ecosystem Restoration project on these rivers now. Thus, it is imperative that Johnstown utilize innovative green infrastructure approaches to manage stormwater runoff into these rivers, when it conducts infrastructure upgrades and redevelopment initiatives like the RAISE project proposed here.

Third, the Iron-to-Arts Corridor project and the RAISE investment will foster continued cleanup and **revitalization of contaminated brownfields** in downtown Johnstown. The U.S. EPA Brownfields grant recently announced for Johnstown will target, among other downtown brownfield sites, portions of the vacant Johnstown Train Station property, areas at the base of the Inclined Plane and key tourism destinations that will be served by the Iron-to-Arts Corridor's transit enhancements. Beyond the environmental value of cleaning up contaminated properties, brownfield developments have a lower impact on air pollution, river pollution, wildlife habitats, vehicle and energy use, and other environmental factors when compared to growth on undeveloped land. As first stated by U.S. EPA and now well accepted, one acre of development on a brownfield saves 4.5 acres of less sustainable development on undeveloped greenfield land – and this brownfield project will repurpose 282 such acres. Further, pollution impacts of brownfields development can be much less than undeveloped property. For instance, EPA found in its 2011 study "Air and Water Quality Impacts of Brownfields Redevelopment" that automobile use by residents and employees at brownfield locations is estimated to be substantially lower than at the alternative locations, with daily vehicle miles traveled (VMT) per capita 32-57% lower, daily vehicle trips per capita 16-38% lower and personal vehicle energy use 32-57% lower. Brownfield redevelopments produce 32-57% fewer carbon dioxide emissions per capita relative to conventional developments, produce 32-57% less air pollutant emissions per capita and produce

43-60% less stormwater than undeveloped alternatives. By fostering downtown revitalization including on targeted brownfield sites, this Iron-to-Arts Corridor infrastructure investment will drive the sustainability benefits that come from smart growth and brownfields reuse.

e. Quality of Life & Equity

Johnstown is made up of determined and resilient people, who survived the catastrophic Great Flood of 1889 and two subsequent deadly floods, the decline of steel, the loss of the coal sector, and other struggles. It has not been easy, as Johnstown continues to suffer through difficult socioeconomic struggles – the worst poverty in Pennsylvania, the loss of population and youth, vacancy and blight of 1 in 5 houses and many commercial buildings, one of the worst opioid addiction crises in the nation and other problems. It can be said that the quality of life in Johnstown is sometimes awful.

Yet Johnstown's people are determined and ready to rise up again, like the symbolic emblem of the community the Inclined Plane. In a consensus-driven process involving citizens and leaders from civic, business, philanthropic, nonprofit, health and education sectors sponsored by Pennsylvania Governor Tom Wolf and PennDOT, the Johnstown community has crafted the Vision Together 2025 plan for the future, created the Johnstown Redevelopment Strategy to implement that vision, confirmed the tourism and health sectors as fundamental to Johnstown's future, and identified the catalytic investments that will be needed to move forward and upward. It cannot be overstated that the restoration of solid and immensely important, yet deteriorated, multimodal transportation facilities in downtown Johnstown is a fundamental, but-for step for Johnstown's progress. If the Incline is stuck, the Train Station is empty, the Downtown Transit Center is declining, and Main Street is not connecting the assets of Johnstown, the community could remain mired in struggles.

Johnstown and its partners are ready to move forward with an Iron-to-Arts Corridor project to restore the full operations and benefits of the intermodal transportation centers downtown. The Governor, PennDOT, and other key state and regional partners are backing the endeavor.

If accomplished, the Iron-to-Arts Corridor project will enhance the quality of life for the 150,000 people of the Johnstown-Cambria region in meaningful ways. Envision a small city in the beautiful Allegheny Highlands region where travelers, tourists, history buffs, outdoor enthusiasts, blacksmiths and other artisans arrive by rail to the grand Johnstown Train Station to enjoy the Johnstown Farm Market and the historic displays and artisan crafts at the ABANA headquarters, before checking in with the new Johnstown Visitor's Center. These travelers can take the CamTran Downtown Shuttle to the Inclined Plane to get a view from the summit of the gorgeous, restored rivers stretching off into the distance. These travelers then return downtown to walk on wide and inviting Main Street stretches along the community-wide "Iron-to-Arts Corridor" to visit the Johnstown Flood Museum, the BottleWorks Art Center, the Center for Metal Arts and other inviting destinations. The Downtown Transit Center, located in the middle of it all, can take you to dozens of other destinations. For those who must leave town to community to opportunities for work, the Amtrak service and other passenger rail at a well-functioning Train Station can get you there. Or if you are a visiting doctor, nurse or health researcher traveling to the LifePoint Health

System or the Center for Rural Health, you will be confident about your ability to access and utilize a highly functioning and enjoyable transit system.

For the citizens of Johnstown, this RAISE project means an increase in property values for the first time in generation, the creation of new, family-wage jobs and economic vitality in Opportunity Zones, an end to lost time on what was before a cumbersome commute, improved choices in transportation and a subsequent boost to equity. The Johnstown community will gain more than \$4 million in property values, get 8,000 hours of lost travel time back and feel the difference of reclaiming the \$200+ million in lost productivity that had been a way of life before.

The CamTran urban system was originally designed with a purposeful focus on Downtown Johnstown, which traditionally served as the region's primary commercial and employment center. Now, the Downtown Transit Center connects a disadvantaged community, where residents have some of the highest propensity to use public transit, to new job and retail centers, which have shifted south and east. CamTran's urban ridership has also risen more than 7% since 2016, a strong reflection of the transit-dependent nature of CamTran riders who are often unable to drive or afford the costs of a personal automobile. Transit is the most affordable mode of travel in Cambria County, as an unlimited monthly CamTran pass is \$60 for adults, \$35 for students and free for seniors, while automobile ownership and gas costs residents an average of \$12,300 per year. People without automobiles largely consist of those with lower incomes or those who do not drive, and they are 17 times more likely than the typical resident to take transit.

Strong transit options support equity for poor and disadvantaged populations in Johnstown. Cambria County residents making less than \$25,000 annually are significant more likely than the typical resident to take transit, while residents making more than \$34,000 per year are far less likely to take transit. People of color use transit more often than white non-Hispanic residents as they tend to have limited resources for transportation and live in neighborhoods closer to the city center. Overall, Black Cambria County residents are 14 times more likely than the typical resident to take transit while white residents are one-third less likely to do the same. Additionally, residents of Cambria County who were born outside of the United States, who tend to fall in one of the above transit-dependent demographic groups, are almost four (4) times as likely than the typical resident to take transit.

The future quality of life for Johnstown starts or stops with transit and transportation infrastructure investments. On behalf of the Johnstown-Cambria community, Johnstown respectfully requests that the U.S. Department of Transportation makes a RAISE investment in progress.

f. Innovation

The key innovation by Johnstown and CamTran on this transportation project is the robust partnership with PennDOT, under which PennDOT backed the community visioning for how transportation and transit investments could unleash economic competitiveness and better quality of life, and has taken the lead on core aspects of planning, design, contractor and project management, and funding – in a way that has fully respected the vision and preferences of Johnstown for these upgrades. It will be the robust partnership with PennDOT that enables

Johnstown and CamTran to have sufficient capacity and resources to actually carry this complex, multi-component project out in a streamlined, timely and effective manner.

Other innovative aspects of this transportation upgrade project include:

- i. CamTran’s design to install **Healthy Lifestyle interactive kiosks** at the Downtown Transit Center, in order to reinforce the overall Johnstown endeavor to foster a culture of health in what is now a community beset by poor health and health disparities.
- ii. PennDOT and CamTran’s **specially-designed approach to installing emergency power backup systems** at the Inclined Plane in order to prevent stoppages, avoid the stranding of passengers on the railway, and reduce the need for risky emergency response activities on this exceedingly steep facility – in a way that is married to the original, unique, 1891 original powerhouse electrical system that will be preserved and restored in this project.
- iii. The deployment of **green infrastructure approaches to managing stormwater** runoff pollution to the Johnstown river system, in the complete street transformation of the Main Street Greenway.

g. Partnership

The core partners in the Iron-to-Arts Corridor project include:

PARTNER	ROLE
City of Johnstown	Lead applicant for RAISE, the City of Johnstown will collaborate on project implementation with PennDOT, Amtrak and CamTran, is coordinating the Main Street Greenway process, has identified highest and best uses for the Train Station reuse, and is involved in all components of the project.
Cambria County Transit Authority	CamTran operates the Downtown Transit Center and the bus transit system, and the Inclined Plane.
Pennsylvania Dept. of Transportation	PennDOT’s Office of Multimodal Transportation has been the key lead party on planning, design, engineering, funds leveraging, and regulatory decisions on all three of the Iron-to-Arts Corridor facility upgrades (Inclined Plane, Train Station, Transit Center). PennDOT has committed \$8.4 million in match toward Iron-to-Arts Corridor. If RAISE is awarded, the project will be managed and implemented by PennDOT with substantial coordination with CamTran and other key parties.
Cambria County MPO	The MPO for the region has played a central role in planning for all components of the Iron-to-Arts Corridor project, coordinated the RAISE process, and will include the project in the Transportation Improvement Plan when it is fully funded.
Johnstown Vision Together 2025	Led by a consensus Community Council and a Steering Committee of key leaders, Vision 2025 coordinates community decision-making and funds leveraging on

	catalytic revitalization projects. Vision funded the BCA study in this project.
Amtrak	Amtrak recently invested \$3 million in upgrades to the Train Station, has completed 90% plans for further upgrades to platforms, tunnels and other facilities, and will invest \$16.25 million in additional resources in the Train Station project.
Johnstown Area Heritage Association	Owner and steward of the Train Station, JAHA coordinated the community input into the PennDOT Reuse Study, and has attracted ABANA as a user of the future space.

Other supportive community partners in the Iron-to-Arts Corridor project, as indicated by their enclosed letters of support, include:

- **1889 Foundation**
- **1889 Jefferson Center for Population Health**
- **Cambria County Conservation & Recreation Authority**
- **Cambria County Office of County Commissioners**
- **Cambria County Redevelopment Authority**
- **Cambria Regional Chamber of Commerce**
- **Cambria County Planning Commission**
- **Community Foundation for the Alleghenies**
- **JARI**
- **Southern Alleghenies Planning & Development Commission**

V. Environmental Risk

- a. **Project Schedule** – Although this multi-component project is complex and has many milestones to meet, Johnstown is confident that RAISE obligation and construction deadlines will be met, primarily because the RAISE project will be coordinated and managed by PennDOT to ensure timely delivery, on this schedule:

KEY DATES FOR JOHNSTOWN RAISE GRANT	
ACTIVITY DESCRIPTION	DEADLINE
RAISE Grant - Deadline for Application	July 12, 2021
RAISE Grant - Deadline for Funding Announcement by DOT	November 22, 2021
RAISE Grant - Obligation/Statutory Deadline	June 30, 2024
Fund Expenditure Deadline	September 30, 2029

SCHEDULE FOR IRON-TO-ARTS CORRIDOR	
PROJECT ACTIVITY	TASK COMPLETION DATE
2021	
Inclined Plane: NEPA/Section 106 Document Submittals	July 1, 2021
Johnstown Train Station: Public Hearing Plan Submittal - 60% Plans	December 15, 2021
Main Street Greenway: Preliminary Design Submittal - 60% Plans	December 15, 2021
Transit Bus Center: Preliminary Design Submittal - 30% Plans	Winter 2021
Main Street Greenway: Commence NEPA Development Process with PennDOT	Winter 2021
Inclined Plane: Public Hearing Process for NEPA	Fall 2021
Inclined Plane: NEPA Document Finalized & Categorical Exclusion/No Affects Determination	October 30, 2021
Inclined Plane: ROW & Pre-Advertisement Conference Plan Review - 90% Plans	December 1, 2021
2022	
Inclined Plane: Final Plan Review and Approvals by PennDOT	January 15, 2022
Main Street Greenway: NEPA Document Confirmation	January 15, 2022
Transit Bus Center: NEPA Document Confirmation	January 15, 2022
Johnstown Train Station: Engineering Plan Submittal - 60% Plan	January 15, 2022
Main Street Greenway: NEPA Document Development Begin	February 1, 2022
Transit Bus Center: NEPA Document Development Begin	February 1, 2022
Inclined Plane: Submission of 100% Plans & Contract Documentation for Approval and Authorization to Advertise Bids	February 28, 2022
Johnstown Train Station: NEPA/Section 106 Document Submittals	March 1, 2022
Transit Bus Center: Public Hearing Plan Submittal - 60% Plans	March 1, 2022
Main Street Greenway: Engineering Plan Submittal - 60% Plans	March 1, 2022
Transit Bus Center: Engineering Plan Submittal - 60% Plans	March 1, 2022
Inclined Plane: Bid Acceptance and Review	April 15, 2022
Johnstown Train Station: Public Hearing Process for NEPA	Spring 2022
Main Street Greenway: NEPA/Section 106 Document Submittals	May 1, 2022
Transit Bus Center: NEPA/Section 106 Document Submittals	May 1, 2022
Inclined Plane: CamTran Negotiates and Awards Construction Contract	May 15, 2022
Inclined Plane: Project Award & Construction Authorization	June 15, 2022
Inclined Plane: Start Construction	June 30, 2022
Johnstown Train Station: NEPA Document Finalized & Environmental Assessment Determination	July 30, 2022
Main Street Greenway: Public Hearing Process for NEPA	Summer 2022
Transit Bus Center: Public Hearing Process for NEPA	Summer 2022
Main Street Greenway: NEPA Document Finalized & Environmental Assessment Determination	August 1, 2022
Transit Bus Center: NEPA Document Finalized & Environmental Assessment Determination	August 1, 2022
Johnstown Train Station: Pre-Advertisement Conference Plan Review - 90% Plans	September 1, 2022
Main Street Greenway: ROW & Pre-Advertisement Conference Plan Review - 90% Plans	October 1, 2022
Transit Bus Center: Pre-Advertisement Conference Plan Review - 90% Plans	October 1, 2022
Johnstown Train Station: Final Plan Review and Approvals by PennDOT	October 1, 2022
Main Street Greenway: Final Plan Review and Approvals by PennDOT	November 1, 2022
Transit Bus Center: Final Plan Review and Approvals by PennDOT	November 1, 2022
Johnstown Train Station: Submission of 100% Plans & Contract Documentation for Approval and Authorization to Advertise Bids	November 15, 2022
Main Street Greenway: Right of Way Authorization & Acquisition	November 30, 2022
Main Street Greenway: Submission of 100% Plans & Contract Documentation for Approval and Authorization to Advertise Bids	December 30, 2022
Transit Bus Center: Submission of 100% Plans & Contract Documentation for Approval and Authorization to Advertise Bids	December 30, 2022
2023	
Johnstown Train Station: Bid Acceptance and Review	January 15, 2023
Main Street Greenway: Bid Acceptance and Review	February 15, 2023
Transit Bus Center: Bid Acceptance and Review	February 15, 2023
Johnstown Train Station: Negotiate and Award Construction Contract	February 15, 2023
Main Street Greenway: CamTran Negotiates and Awards Construction Contract	March 15, 2023
Transit Bus Center: Negotiate and Award Construction Contract	March 15, 2023
Johnstown Train Station: Project Award & Construction Authorization	March 15, 2023
Johnstown Train Station: Start Construction	March 30, 2023
Main Street Greenway: Project Award & Construction Authorization	April 15, 2023
Transit Bus Center: Project Award & Construction Authorization	April 15, 2023
Main Street Greenway: Start Construction	April 30, 2023
Transit Bus Center: Start Construction	April 30, 2023
Summer 2025 -- End Construction & Ribbon Cuttings!	

b. Required Approvals

1. Environmental Permits and Reviews

a. NEPA Status

Each of the four components of the project (Inclined Plane repair, Train Station restoration, Transit Center upgrade, and Main Street complete street project) will involve improvements to existing facilities that have been in place for decades, without any expected impacts on environmental or public health values. While the significantly historic nature of Johnstown and the Inclined Plane and Train Station structures will certainly require careful Section 106 analysis, Johnstown has already coordinated closely with SHPO staff in the Pennsylvania Historic Commission, who are strong supporters of these projects, ready to confirm findings of no adverse impact on historic resources, and confident that the Section 106 process will in no way hold up the Iron-to-Arts Corridor project from proceeding expeditiously toward timely obligation. NEPA and Section 106 are completed at the Inclined Plane portion of this project, by Categorical Exclusion.

With respect to NEPA environmental issues, and based on discussions underway with project manager PennDOT, Johnstown expects that most aspects of the project will be considered categorically excluded from further NEPA analysis, or determined expeditiously to have no significant impact on the environment under an Environmental Assessment process that may need to take place at the Inclined Plane or the Main Street Greenway portions of the project. Because PennDOT and its procured contractors are leading the NEPA/106 consideration process, CamTran is, again, confident that the process will timely result in decisions that allow the project to move forward.

b. Other Reviews, Permits, or Approvals

PennDOT and its contractors are working with parties including CamTran and its consulting engineers, the City of Johnstown including its Planning Commission and the municipality's consulting engineers, and others to conduct review and approval processes which will include NPDES General Permits for stormwater management for the Main Street Greenway component of the project.

c. Environmental Studies

The City of Johnstown has used environmental professionals funded with U.S. EPA Brownfield Grant resources to conduct full Phase 1, Phase 2 and, when necessary, remedial planning activities to ensure that no brownfield contamination issues will impede the Iron-to-Arts Corridor project (particularly at the Train Station component and at the area at the base of the Inclined Plane, as historical activities at these facilities may have resulted in environmental conditions). No significant brownfield contamination issues exist within the scope of this project, and such issues will not hinder or delay the project.

d. NEPA/Environmental Discussions

Again, with respect to NEPA environmental issues, and based on ongoing discussions underway with project manager PennDOT, Johnstown expects that most aspects of the project will be considered categorically excluded from further NEPA analysis, or determined expeditiously to have no significant impact on the environment under an Environmental Assessment process that may need to take place at the Inclined Plane or the Main Street Greenway portions of the project.

Because PennDOT and its procured contractors are leading the NEPA/106 consideration process, Johnstown is, again, confident that the process will timely result in decisions that allow the project to move forward.

e. Public Engagement

The components of the Iron-to-Arts Corridor project are based on the “Vision 2025” initiative which grew from the “Remaking Cities” effort to convene community consensus on Johnstown’s revitalization priorities, and the robust, PennDOT-sponsored Redevelopment Strategy process. These efforts to confirm consensus in the Iron-to-Arts Corridor project involved more than 50 public charettes, workshops, convenings, task force meetings, and other engagements with more than 1,000 individual citizens of Johnstown, as well as representatives of all key local organizations. This project is strongly backed and desired by the Johnstown public, and endorsed by the 18-member Executive Committee of Johnstown Vision Together 2025, composed of governmental, civic, nonprofit, community, and business leaders in Johnstown.

2. State and Local Approvals

Other than Planning Commission and Street Permits that will need to be issued by the City of Johnstown for certain aspects of the project, no other state or local approvals will be needed to proceed and conduct this project. The City of Johnstown is highly supportive of this project as applicant, and will back it with local approvals.

3. Federal Transportation Requirements Affecting State and Local Planning

The Cambria County Metropolitan Planning Organization, a robust partner in the Iron-to-Arts Corridor project, fully supports this project, and will add it to the MPO Long-Range Transportation Plan and TIP at the appropriate junctures in the process, when funded by RAISE.

c. Assessment of Project Risks and Mitigation Strategies

Johnstown’s RAISE project is founded upon a strong collaboration and agreement with PennDOT and other partners, which should enable us to foresee, avoid and mitigate barriers.

While the project is considered low risk, the project team has developed risk mitigation plans to ensure its successful delivery. The highest risk is costs from construction delay. To mitigate risk of delay, Johnstown and its project partners have budgeted for contingency funds.

The detailed project budget is based upon professional analysis. Cost estimates adequately reflect potential for risk and include a 20% contingency and a construction inflation adjustment factor. No rights-of-way must be acquired.

Johnstown and CamTran have very significant experience with the management of public works projects. City project manager John Dubnansky was a grants management professional at Cambria County for more than a decade, before taking the helm at Community & Economic Development at the City of Johnstown, where he is managing millions of dollars of public works projects. Performance measures will be established in order to track progress. Neither the City of Johnstown nor the Cambria Transit Authority has ever been cited for an adverse OMB Circular A-133 audit finding and have never been required to comply with “high risk” terms or conditions under OMB Circular A-102.

The project has a solid certitude of technical feasibility because a strong local-regional-state-federal team has worked together on planning, design, engineering, permitting, and funding of this project to prepare it for this project-ready stage and effective construction implementation.

VI. Summary of Benefit Cost Analysis

The benefit-cost assessment (BCA) for the Iron-to-Arts Corridor project's RAISE grant application demonstrates that the project will provide direct benefits in terms of state of good repair, safety, economic competitiveness, environmental protection, and travel time savings that produce a benefit-cost ratio of 4.5 at a 7% discount rate over the 20-year analysis period of the BCA. (See Appendix – BCA Tables.) The results are conservative and methodologically sound. All value amounts are noted in 2023 dollars which is the year that project is scheduled for completion.

The major benefits quantified in the BCA include:

- Safety improvements from crash reduction
- Economic competitiveness from tourism
- State of good repair benefits resulting from enhancements of three existing facilities
- Travel time benefits from road improvements
- Emission reduction benefits based on reduced vehicle delays

Table 1 BCA Summary Table

Horizon Year	BCA Period	Discounted Benefits @ 7%	Discounted Costs @ 7%	Benefit / Cost Ratio @ 7%	Net Present Value @ 7%	Year NPV is Positive @ 7%
2043	20 years after opening	\$140,252,565	\$31,399,113	4.5	\$99,532,079	2024
Horizon Year	BCA Period	Discounted Benefits @ 3%	Discounted Costs @ 3%	Benefit / Cost Ratio @ 3%	Net Present Value @ 3%	Year NPV is Positive @ 3%
2043	20 years after opening	\$213,673,084	\$20,708,131	10.3	\$172,891,023	2024

Johnstown looks forward to working with U.S. DOT at the Iron-to-Arts Corridor!