

RESOLUTION NO. 2004- 127

**AUTHORIZING THE EXECUTION OF A FULL-FUNDING GRANT AGREEMENT WITH THE FEDERAL TRANSIT ADMINISTRATION AND THE COMMITMENT OF LOCAL MATCHING FUNDS (RTA DEVELOPMENT FUND – EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET)**

WHEREAS, the Secretary of Transportation has approved grants OH-03-0136, OH-03-0151, OH-03-0179, OH-03-0185, OH-90-X346, OH-03-0195, OH-03-0211, OH-90-X421, OH-03-0228 which include, in part, funds for the Euclid Corridor Transportation Project; and

WHEREAS, the Secretary of Transportation will approve grants including but not limited to OH-03-0247 and OH-90-X484\_ which will also fund the Euclid Corridor Transportation Project; and

WHEREAS, the approved grants must be amended by and the new grant accompanied by the execution of a Full Funding Grant Agreement with the Federal Transit Administration (FTA) for the Euclid Corridor Transportation Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager of the Greater Cleveland Regional Transit Authority is authorized to execute a Full Funding Grant Agreement with the Federal Transit Administration for the Euclid Corridor Transportation Project.

Section 2. That the General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority is authorized to commit \$25,600,000 for the local share of the Euclid Corridor Transportation Project; said funds being \$8,000,000 from the City of Cleveland and \$17,600,000 from the Greater Cleveland Regional Transit Authority.

Section 3. That the Authority's share of the local match will be payable from the RTA Development Fund, Euclid Corridor Transportation Project Department budget, including but not limited to 100% local funds in the amount of \$17,600,000.

Section 4. That the General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the applications, the project, or the Full Funding Grant Agreement.

Section 5. That, in the absence of the General Manager/Secretary-Treasurer, the Acting General Manager of the Greater Cleveland Regional Transit Authority is hereby authorized to perform any and all of the above-described functions.

Section 6. That the Greater Cleveland Regional Transit Authority acknowledges that Section 8 of the Full Funding Grant Agreement provides that FTA has no obligation to provide any financial assistance for this project beyond \$82,200,000.

Section 7. That the Full Funding Grant Agreement acknowledges the inclusion of \$600,000 of FTA Section 5309 Fixed Guideway Modernization, \$50,000,000 of ODOT Section 5307 CMAQ, and \$10,000,000 of NOACA Section 5307 CMAQ funding commitments to the Euclid Corridor Transportation Project.

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION  
WASHINGTON, D.C. 20590**

**FULL FUNDING GRANT AGREEMENT**

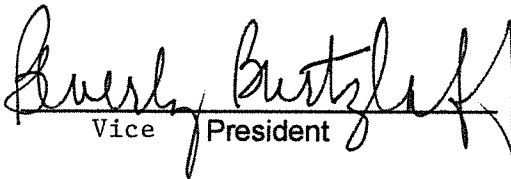
**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
EUCLID CORRIDOR TRANSPORTATION PROJECT  
OH-03-0247**

Section 8. That the Greater Cleveland Regional Transit Authority further acknowledges that in the event additional costs for the project are incurred and are not funded by FTA or sources referenced in Section 7 above, it will secure and provide additional non-federal resources as are necessary to meet the additional costs and expeditiously complete the project.

Section 9. That this resolution shall be effective immediately upon its adoption.

Attachment: Full Funding Grant Agreement

Adopted: September 21, 2004

  
Vice President

Attest:   
CEO General Manager/Secretary-Treasurer

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**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**FULL FUNDING GRANT AGREEMENT  
(FTA FFGA-10, October 1, 2003)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Full Funding Grant Agreement, the Government (FTA) has Awarded Federal assistance in support of the Project described below. Upon Execution of this Full Funding Grant Agreement by the Grantee named below, the Grantee affirms this Award by the Government (FTA Award), and enters into this Full Funding Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Full Funding Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(10), October 1, 2003, [<http://www.fta.dot.gov/library/legal/agreements/2003/ma.html>]; and
- (2) Any Award notification containing special conditions or requirements, if issued.

**FTA AWARD**

The Government (FTA) hereby awards a Full Funding Grant as follows:

Project Number(s): OH-03-0247, OH-90-X484

Grantee: Greater Cleveland Regional Transit Authority

Citation of Statutes Authorizing the Project: 49 U.S.C. §§ 5309(a)(1), 5309(e)(7)

Estimated Net Project Cost: \$168,400,000

Maximum FTA Amount Awarded [Including This Amendment]: \$32,322,116

Amount of This FTA Award: \$11,225,967

Maximum Federal New Starts Financial Contribution: \$82,200,000

Maximum Percentages of FTA Participation: 80.4%<sup>1</sup>

Maximum Percentages of New Starts Participation: 48.8%

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<sup>1</sup> The maximum percentage of FTA participation exceeds the maximum of 80% due to the inclusion of \$10,100,000 in toll revenue credits used for local match.

Dates of U.S. Department of Labor Certifications of Transit Employee Protective Arrangements:  
Original Project  
(or Amendment)

Numbers

Certification Dates

Revenue Operations Date: December 31, 2008

Project Description: The Euclid Corridor Transportation Project (ECTP) is comprised of two major elements—the Euclid Avenue Bus Rapid Transit (BRT) element and the downtown Transit Zone BRT element--totaling over 9.4 miles of improvements. The ECTP BRT element is 7.1 miles on Euclid Avenue between Cleveland's Public Square and East Cleveland's Stokes-Windermere Rapid Transit Station. From Public Square to East 107<sup>th</sup> Street there will be 4.4 miles of exclusive transit lanes, with 22 ADA compliant median stations, replicating a rail system featuring level boarding and off-board fare collection and 14 curbside stations. From East 107<sup>th</sup> Street to the Stokes-Windermere Station the BRT will be 2.7 miles of curbside operation in mixed traffic lanes with 14 curbside stations. The Downtown Transit Zone BRT element is comprised of the rehabilitation of 2.3 miles of roadways between Public Square and Cleveland State University, including the creation of approximately 1 mile of 24-hour exclusive bus lanes on Superior Avenue, and 0.7 miles of peak hour exclusive bus lanes on St. Clair Avenue. ECTP also includes the procurement of 20 articulated low-floor vehicles for revenue service and one prototype for training purposes and modifications to two existing maintenance facilities. For a more detailed description, see Attachments 1 and 2 to the Full Funding Grant Agreement.

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**FULL FUNDING GRANT AGREEMENT TERMS AND CONDITIONS**

**THIS FEDERAL TRANSIT ADMINISTRATION FULL FUNDING GRANT AGREEMENT** (Agreement) is entered into by the Greater Cleveland Regional Transit Authority (Grantee) and the United States of America, acting through the United States Department of Transportation, Federal Transit Administration (FTA or Government).

**WHEREAS**, the Grantee has determined through its local planning process that construction and/or acquisition of the Euclid Corridor Transportation Project (hereafter, the "Project") will effectively and efficiently serve transportation needs of metropolitan Cleveland, Ohio.

**WHEREAS**, the Grantee has developed a Financing Plan, as herein defined, using a combination of local, state, and Federal funds to finance the costs of the Project and, in accordance with its plan, has requested a Grant, as herein defined, of Federal financial assistance in the Project.

**WHEREAS**, the Government has previously provided \$21,199,520 in capital new starts funds, \$600,000 in capital fixed guideway modernization funds, and \$3,900,000 in Congestion Mitigation/Air Quality (CMAQ) funds for development of the Project.

**WHEREAS**, the Government has determined to enter into this Agreement and to support final design and construction of the Project up to a Maximum Federal New Starts Financial Contribution of \$82,200,000 in capital new starts funds, subject to all the terms and conditions set forth in this Agreement.

**WHEREAS**, the Grantee has submitted its request for Federal assistance (the Application) and the Government has received and is relying upon the Grantee's assurances, certifications, and all other documents required as conditions precedent to a Grant of assistance by the Government for the Project; and, in its submissions, the Grantee has demonstrated justification for the Project, has demonstrated its financial, organizational, and technical capacity as is necessary to complete the Project within the maximum amount of Federal assistance set forth in this Agreement, and has demonstrated the capability to secure non-Federal funds as may be necessary for such completion.

**WHEREAS**, the Government has determined that the Project is based on the results of an alternatives analysis and preliminary engineering; is justified based on a comprehensive review of its mobility improvements, environmental benefits, cost effectiveness, and operating efficiencies; and is supported by an acceptable degree of local financial commitment, including evidence of stable and dependable financing sources to construct, maintain, and operate the Project.

**WHEREAS**, the Government and the Grantee have agreed that their respective duties and responsibilities as related to the completion of the Project shall be determined by and under the terms and conditions of this Agreement and have agreed that this Agreement shall be recognized as the sole understanding between the Government and the Grantee in consideration of the mutual promises as set forth in this Agreement.

**THEREFORE**, in consideration of the above and the parties' mutual promises as set forth in this Federal Transit Administration Full Funding Grant Agreement, the Grantee and the Government agree to the specific terms, conditions and provisions set forth in this entire Agreement including, in particular, the specific terms of the following Sections and Attachments:

## **SECTION 1. DEFINITIONS**

**"Agreement"** means this Federal Transit Administration Full Funding Grant Agreement (FFGA) and consists of all parts and documents listed in Section 20 of this Agreement, "Contents of Agreement," and will include all future addenda, substitutions, modifications and amendments as and when legally executed and effective. (This definition supersedes the definition of "Grant Agreement" set forth in Section 1.j of the Federal Transit Administration Master Agreement (Master Agreement), incorporated by reference and made part of this Agreement.)

**"Application"** means those documents and written submissions filed by or on behalf of the Grantee pursuant to its request for Federal financial assistance for support of the Project and relied upon by the Government as satisfaction of the legal and policy requirements of Grant award. The Application includes all explanatory, supporting, or supplementary documents related to the Project that the Government relied upon in its determination to obligate and award Federal funds for the Project. (This definition is intended to supplement the definition "Application" set forth in Section 1.a of the Master Agreement, incorporated by reference and made part of this Agreement.)

**"Baseline Cost Estimate"** means the Application document described in Section 13 of this Agreement and set forth in Attachment 3. The requirements of the Baseline Cost Estimate are set forth in FTA Circular 5200.1A, "Full Funding Grant Agreement Guidance." The Baseline Cost Estimate reflects the total anticipated cost of the Project as of the Date of this Agreement.

**"Complete the Project"** means to accomplish all of the scope and activities of the Project as described in Attachment 1, "Scope of the Project," and Attachment 2, "Project Description."

**"Date of this Agreement"** means the date the Government awards this Full Funding Grant Agreement.

**"Estimated Net Project Cost"** means the amount that is calculated by subtracting the cost that can reasonably be financed from the Grantee's revenue from the total anticipated cost of the Project as reflected in the "Baseline Cost Estimate," Attachment 3 to this Agreement. The



Estimated Net Project Cost is set forth in Section 7 of this Agreement.

**"Financing Plan"** means the plan accepted by the Government as part of the Application process describing the Grantee's financial condition and capability to Complete the Project and to maintain and operate the Project together with its existing transit system. It includes all explanatory, supporting and supplementary documents, commitments, and agreements accepted or approved by the Government.

**"Government"** means the United States of America, acting through the Federal Transit Administration of the United States Department of Transportation.

**"Grantee"** means Greater Cleveland Regional Transit Authority.

**"Grant(s)"** means, in singular and plural forms, the obligation and award of Federal financial assistance by the Government pursuant to the laws codified at 49 U.S.C. Chapter 53.

**"Local Share"** means that portion of the Grantee's local financial commitment that is the Grantee's legally required share of the Net Project Cost.

**"Master Agreement"** means the standard terms and conditions applicable to recipients of Federal financial assistance from the Government. It is updated and published annually. It is incorporated by reference and made part of this Agreement and identified in Federal Fiscal Year 2004 by FTA Form MA(10) (October 1, 2003).

**"Maximum Federal New Starts Financial Contribution"** means the limit of Federal capital new starts financial participation in the Project. (The amount of the "Maximum Federal New Starts Financial Contribution" is set forth in Section 8 of this Agreement, "Limitations of the Federal Funding Commitment," and is only a portion of the total Federal financial contribution for the Project.)

**"Maximum FTA Amount Awarded"** means the total amount of Federal funds from all sources administered by FTA and awarded for the Project, regardless of source, and available to the Grantee. (This amount is set forth in the first page of this Agreement.)

**"Net Project Cost"** means the cost of the Project that cannot reasonably be financed from the Grantee's revenues.

**"Project"** means the transit/transportation improvements the Grantee has promised to implement as a condition of its Full Funding Grant. A description of the Project is set forth in Attachment 1, "Scope of the Project." Activities to carry out the project scope are set forth in Attachment 2, "Project Description."

**"Project Costs"** means all costs eligible for Federal financial participation under the terms of this Agreement and consistent with the cost principles set forth in Section 9 of the Master Agreement, "Payments."

**“Recovery Plan”** means a plan developed by the Grantee, and accepted by the Government, whereby the Grantee will take every reasonable measure to minimize any delay in achieving the baseline schedule set forth in Attachment 4 to this Agreement (the Baseline Schedule) and eliminate or otherwise mitigate [recover] any increase in the total project costs as currently estimated, as compared to the total project cost identified in Attachment 3 to this Agreement (the Baseline Cost Estimate).

**“Revenue Operations Date”** means the date certain upon which the Grantee shall commence revenue operations of the Project as defined in Section 5 of this Agreement.

## **SECTION 2. PURPOSES OF AGREEMENT**

Pursuant to 49 U.S.C. § 5309, the purposes of this Agreement are to:

- (a) provide Federal financial assistance to the Grantee in the form of this Full Funding Grant and possible future awards of financial assistance as contemplated under this Agreement, not to exceed the Maximum Federal New Starts Financial Contribution for the Project, as is and may be awarded under this Agreement and the laws codified at 49 U.S.C. Chapter 53 for purposes that are consistent with those statutes, implementing regulations, and other applicable laws and regulations;
- (b) describe the Project and set forth the mutual understandings, terms, conditions, rights and obligations of the parties related to implementing the Project, the future management and operation of the Project, and the manner in which Project real property and equipment will be used;
- (c) establish the Maximum Federal New Starts Financial Contribution for the Project, and the manner in which all future Federal funds for the Project, if any, will be awarded and released to the Grantee;
- (d) establish the Grantee's financial commitment to the Project including its obligation to fund the Local Share, its obligation to Complete the Project with a specified amount of Federal assistance, its obligation to achieve revenue operation of the Project by a specified date, its obligation to pay all costs necessary to Complete the Project that are in excess of the Estimated Net Project Cost, and its obligation to finance the future maintenance and operational costs of the Project; and
- (e) facilitate timely and efficient management of the Project.

## **SECTION 3. PREVIOUS FEDERAL DOCUMENTS AND GRANTS**

- (a) The Government's laws, policies and procedures require the completion of a project development process and environmental review prior to the Award and Execution of this Agreement. Prior Grants of Federal assistance awarded by the Government for this project

development process are described in Attachment 5 to this Agreement. These Grants (and any other documents that are described in Attachment 5, including Letters of No Prejudice) are incorporated by reference and made part of this Agreement, except for the terms and conditions thereof specifically superseded by this Agreement. Further, in Executing this Agreement, the Grantee assures that the certifications and assurances (made by the Grantee or on behalf of the Grantee or by a third party) upon which the Government relied in these prior actions were made to the Government in good faith and to the best of the Grantee's knowledge and belief, and that the Grantee has no present knowledge of facts or circumstances substantially affecting the continued validity of these certifications and assurances that the Grantee has not formally conveyed to the Government prior to the Government's Award of funding set forth in this Agreement.

(b) This Agreement does not discharge or rescind any of the terms, conditions, or obligations established under the documents set forth in Attachment 5 unless specifically stated otherwise herein. Further, the terms, conditions and obligations of this Agreement take precedence over the provisions of all prior agreements related to the Project between the Grantee and the Government and will be controlling for all actions related to the Project taken after the Date of this Agreement, unless specifically stated otherwise herein.

(c) No amendments will be sought or approved to increase the amount of funds in the prior Grants listed in Attachment 5 beyond the amounts described in this Agreement as available to the Project.

#### **SECTION 4. OBLIGATION TO COMPLETE THE PROJECT**

(a) The Government has no obligation to provide any financial assistance for the Project beyond the Maximum Federal New Starts Financial Contribution. If the total Federal funding provided under Section 8 of this Agreement, "Limitations of Federal Funding Commitment," is insufficient to undertake revenue operation of the Project and the subsequent activities necessary to Complete the Project, the Grantee agrees to Complete the Project and accepts sole responsibility for the payment of any additional costs (overruns).

(b) If at any time during its efforts to Complete the Project the Grantee determines that the total project cost will exceed the Baseline Cost Estimate, the Grantee must immediately notify the Government of the amount of the difference and the reasons for the difference. Further, the Grantee must provide the Government with a Recovery Plan that demonstrates the Grantee is taking and will take every reasonable measure to eliminate [recover] the difference between the total project cost and the Baseline Cost Estimate. Insofar as any difference between the total project cost and the Baseline Cost Estimate that cannot be eliminated [recovered], the Grantee must secure and provide such additional resources as are necessary to meet the additional costs and expeditiously Complete the Project without further financial assistance from the Federal capital new starts program. Further, in its Recovery Plan, the Grantee must identify the sources of funds it will draw upon to meet the additional costs and cover the difference between the total project cost and the Baseline Cost Estimate.

## **SECTION 5. REVENUE OPERATIONS DATE**

(a) The Grantee agrees and promises to achieve revenue operations of the Project on or before December 31, 2008, the Revenue Operations Date, in accordance with the terms and conditions of this Agreement.

(b) The Revenue Operations Date is a significant term of this Agreement. The Grantee's failure to achieve the operational functions of the Project on or before the Revenue Operations Date will constitute a breach of this Agreement. Upon the Grantee's request, the Government may determine at its sole discretion to waive a breach or an anticipatory breach of this Agreement and to extend the Revenue Operations Date if there is an unavoidable delay in achieving the operational goals of the Project resulting from an event or circumstance beyond the control of the Grantee, or if the Government determines that allowing the delay is in the best interest of the Government and the success of the Project. Requests by the Grantee for waiver of a breach or anticipatory breach of this Agreement and extension of the Revenue Operations Date for the reasons set forth herein shall be submitted promptly (with appropriate documentation) to the Government. In the exercise of its discretion to waive the breach and extend the Revenue Operations Date, the Government will take into consideration the actions and measures taken by the Grantee to ensure adherence to its promise to achieve the operational goals of the Project on or before the scheduled Revenue Operations Date.

(c) Delays in appropriations of funds from Congress shall not constitute a basis for extension of the Revenue Operations Date.

(d) The Government's consent to extend the Revenue Operations Date pursuant to Paragraph (b) of this Section 5 does not constitute a basis for additional Federal financial assistance beyond the Maximum Federal New Starts Financial Contribution.

## **SECTION 6. NET PROJECT COST**

(a) This Grant is to assist in the payment of actual eligible costs within the scope of the Project under this Agreement, minus any amount that can reasonably be financed from revenues of the Grantee. If the funds awarded under this grant exceed the amount necessary to finance the Federal share, those excess funds are not available to the Grantee for payment of costs beyond the scope of this Project supported by this Grant.

(b) In accordance with 49 U.S.C. § 5309(h), a refund or reduction of the Grantee's Local Share of the Net Project Cost requires a refund to the Government of a proportional amount of the Federal financial assistance provided under this Agreement.

(c) The portion of the Net Project Cost that may be financed by the Government with capital new starts funds may not exceed the amount of the Maximum Federal New Starts Financial Contribution for this Project as stated in Section 8 of this Agreement, "Limitations of the Federal Funding Commitment."

(d) The Grantee acknowledges that Federal funds may be used only to reimburse eligible expenses for the Project. Should FTA determine that Federal funds have been used to reimburse any expenses that were ineligible for Federal reimbursement, FTA will either direct the Grantee to reimburse FTA with local funds not already committed to the Project or reduce the total project costs by the amounts found to have been ineligible.

## **SECTION 7. ESTIMATED NET PROJECT COST**

(a) The Government's determination to provide financial assistance for the Project is based, in significant part, upon the Grantee's estimated costs as set forth in the "Baseline Cost Estimate," Attachment 3 to this Agreement. The Estimated Net Project Cost reported in Attachment 3 is \$168,400,000.

(b) The Estimated Net Project Cost financed with the Execution of this Agreement is limited by the amount of the Maximum FTA Amount Awarded. The amount of the Estimated Net Project Cost and the amount of the Maximum FTA Amount Awarded are stated in the first page of this Agreement. The amount reimbursable by the Government is limited to the lesser of either the amount of the Maximum FTA Amount Awarded or the maximum percentage of FTA participation permitted by Federal law and regulations. Additional funds will not be provided until a Grant amendment awarding additional funds and amending this Full Funding Grant Agreement is executed.

## **SECTION 8. LIMITATIONS OF THE FEDERAL FUNDING COMMITMENT**

(a) With its Award set forth in this Agreement, the Government obligates \$11,225,967 for a total award of \$32,425,487 in Federal capital new starts financial assistance for the Project. The sources of this Federal financial assistance are set forth in the "Project Budget," Attachment 3A. These funds are in addition to all previous Federal financial commitments to the development of the Project as set forth in the schedule of "Prior Grants and Related Documents," Attachment 5 of this Agreement.

(b)(1) With its Award set forth in this Agreement, the Government also acknowledges its intent to provide Federal capital new starts financial assistance for the Project in addition to the amount set forth in Paragraph (a) of this Section 8. The amount of additional capital new starts funds the Government may provide will not exceed \$49,774,513. The anticipated sources of Federal financial assistance in this additional amount are listed in Attachment 6 to this Agreement, "Schedule of Federal Funds for the Project." Additional funds obligated pursuant to this Paragraph will be subject to all the terms, conditions and obligations established by this Agreement. Accordingly, it is expected that the award of additional funds will be processed through amendments to this Agreement.

(b)(2) The award by the Government of additional Federal capital new starts financial assistance to the Project under Paragraph (b)(1) of this Section 8 is subject to the following limitations:

(A) the availability of appropriated funds, and

(B) the Grantee's continued performance under the terms and conditions of this Agreement.

(c) The Maximum Federal New Starts Financial Contribution for this Project under the capital new starts category of funds is limited to \$82,200,000, which is the sum of the amounts set forth in Paragraphs (a) and (b)(1) of this Section.

#### **SECTION 9. FEDERAL FUNDING -- OTHER SOURCES**

The Maximum Federal New Starts Financial Contribution specified in Section 8(c) of this Agreement does not include funds other than from the capital new starts program under 49 U.S.C. Chapter 53. Should such other Federal funds be provided for the Project in addition to the Federal capital new starts funds set forth in Attachment 6 of this Agreement, the limitation on the Federal funding commitment set forth in Section 8 of this Agreement shall not apply to those funds. Accordingly, such additional funds shall be excluded from the calculation of Maximum Federal New Starts Financial Contribution. Funds awarded pursuant to this Section will be subject to all other terms, conditions and obligations set forth in the Agreement.

#### **SECTION 10. LOCAL FINANCIAL COMMITMENT -- CAPITAL COSTS**

(a) As a condition of the Government's Award of this Full Funding Grant, the Grantee has developed and adopted a Financing Plan for financing all Project Costs necessary to complete the Project. In addition to the amount of Federal funds requested, the Financing Plan includes a statement identifying the State, local and private sources of funding and the amount of funds available for and committed to the Project from each such source. This Financing Plan, as accepted by the Government, with the supporting documentation (including formal funding agreements and commitments) is hereby incorporated by reference and made part of this Agreement.

(b) The Grantee hereby commits and certifies that it will provide funds in an amount sufficient, together with the Federal contribution (acknowledging the limitations as set forth in this Agreement), to assure timely and full payment of the Project Costs as necessary to Complete the Project.

(c) The Grantee hereby commits and certifies that the Local Share portion of its financing commitment will be provided from funding sources other than: Federal funds (except as may otherwise be authorized by Federal statute); receipts from the use of Project facilities or equipment (except as may otherwise be authorized by Federal statute); or revenues of the public transit system in which such facilities or equipment are used.

(d) Given the Estimated Net Project Cost, as set forth in Section 7 of this Agreement, the Grantee's financial commitment to the Net Project Cost is estimated to total \$25,600,000. This amount constitutes the Local Share needed to match the Maximum Federal New Starts Financial Contribution for the Project and Other Federal Sources. In the event that the actual Federal

financial contribution for the Project is reduced or is increased or the funding percentage as set forth in this Agreement is changed, the portion of the Grantee's financial contribution for the Project that is identified as Local Share shall be adjusted accordingly.

(e) The Grantee agrees to notify the Government of any change in circumstances or commitments that adversely affects the Grantee's plan to fund the Project Costs necessary to Complete the Project as set forth in the Financing Plan. In its notification, the Grantee shall advise the Government of what actions it has taken or plans to take to ensure adequate funding resources and shall reaffirm its commitment to the Government as set forth in Paragraph (b) of this Section 10.

#### **SECTION 11. AUTHORIZATION TO ADVANCE PROJECT WITHOUT PREJUDICE**

The Grantee may incur costs or expend local funds for all phases of the Project as is reasonably necessary to advance the Project prior to an award of Federal funding assistance without prejudice to possible future Federal participation in or reimbursement of the Project Costs to the extent that such costs are incurred in accordance with all applicable Federal requirements and this Agreement. It is understood that the authority conferred on the Grantee to advance the Project without prejudice does not constitute a legal commitment by the Government to obligate and award Federal funds.

#### **SECTION 12. LOCAL FINANCIAL COMMITMENT – OPERATING AND MAINTENANCE COSTS**

(a) As a condition of the Government's Award of funding set forth in this Agreement, the Grantee has developed and adopted a Financing Plan to finance the future operation and maintenance of the Project that also takes into consideration the Grantee's continuing financial responsibilities to operate, maintain and reinvest in its existing transit system. This Financing Plan, as accepted by the Government, and the supporting documentation (including specific funding commitments) evidencing stable and dependable funding sources is an essential part of the Grantee's Application and is made part of this Agreement by incorporation of the Application.

(b) With the Execution of this Agreement, the Grantee assures that it has stable and dependable funding sources, sufficient in amount and in degree of commitment, to operate and maintain its entire mass transportation system at an adequate and efficient level of service, including the future operation and maintenance of the Project without additional Federal assistance beyond the amounts set forth in the Financing Plan. The foregoing assurance does not preclude the Grantee from altering service through contracts with private providers of mass transportation services.

(c) The Grantee will notify the Government of any change in circumstances or commitments that adversely affects the Grantee's plan to fund the maintenance and operating costs of the Project as set forth in the Financing Plan. In its notification, the Grantee will advise the Government of actions it has taken or plans to take to ensure adequate funding resources and will reaffirm to the Government its assurance as set forth in Paragraph (b) of this Section.

### **SECTION 13. BASELINE COST ESTIMATE**

(a) In its Application, the Grantee submitted to the Government a Baseline Cost Estimate for the activities constituting the Project. The Baseline Cost Estimate is accepted by the Government and is Attachment 3 of this Agreement. The Baseline Cost Estimate is derived from cost estimates of the individual third party contracts and force account work that, in sum, constitute the Project; it reflects appropriate escalation and Project schedule dates.

(b) The Government intends to use the Baseline Cost Estimate to monitor the Grantee's compliance with certain terms and conditions of this Agreement. The Baseline Cost Estimate established in Attachment 3 serves as the measure of cost estimates as of the Date of this Agreement, and should not be amended or modified during the implementation of the Project.

(c) The Grantee will submit cost reports on the implementation of the Project as required by this Agreement and in a format consistent with the units set forth in the Baseline Cost Estimate so that the Government can, with reasonable diligence, reconcile the Grantee's reports with the Baseline Cost Estimate.

### **SECTION 14. BASELINE SCHEDULE**

(a) In its Application, as approved, the Grantee submitted a Baseline Schedule for the Project that demonstrates how the Grantee intends to implement the Project and meet the Revenue Operation Date. This Baseline Schedule has been accepted by the Government and is Attachment 4 of this Agreement.

(b) The schedule for the Project may be modified from time to time at the discretion of the Grantee. However, the Baseline Schedule is not to be modified because it is to be used as a basis for comparing planned to actual project implementation. The Grantee will notify the Government when a Project schedule modification has the potential to change the Revenue Operations Date and describe the actions planned to recover the schedule. The Government's acquiescence in such notice will not be deemed approval by the Government of an extension of a Revenue Operations Date unless the Government expressly grants an extension in writing.

### **SECTION 15. PROJECT MANAGEMENT OVERSIGHT**

The Project is a "Major Capital Project" as defined in FTA's Project Management Oversight regulations at 49 C.F.R. § 633.5. Accordingly, the Grantee agrees that all requirements and conditions set forth in the rule at 49 C.F.R. Part 633 apply to the Project activities. Noncompliance with any regulatory requirements shall constitute a breach of this Agreement, unless the Government formally waives the regulatory requirement.

### **SECTION 16. ENVIRONMENTAL PROTECTION**

(a) As a condition precedent to this Agreement, the environmental impacts of the Project have



been assessed as required by law. The results of that assessment and the adopted mitigation measures are described in the environmental documents identified in Attachment 7 of this Agreement. These documents together with related agreements and supporting documentation are incorporated by reference and made part of this Agreement. To assist the Government in monitoring the implementation of the adopted mitigation measures, these measures are specifically described in Attachment 7 of this Agreement. It is understood and agreed that the description in Attachment 7 shall not supersede or in any way result in a circumvention of the requirements set forth in the Government's environmental record for the Project.

(b) Certain terms and conditions of this Agreement as related to the Grantee's responsibility to ensure protection of the environment are set forth in Section 25 of the Master Agreement, "Environmental Requirements." Under Subsection 25.1, "Mitigation of Adverse Environmental Effects," the Grantee is required, among other actions, to undertake all environmental mitigation measures that are identified in environmental documents prepared for the Project. Accordingly, the Grantee understands that it shall not withdraw or substantially change any of the adopted mitigation measures as described in the Government's environmental record for the Project without the express written approval of the Government.

(c) This Section is intended only to supplement the provisions set forth in Section 25 of the Master Agreement, "Environmental Requirements."

#### **SECTION 17. LABOR PROTECTION**

The Grantee will carry out the Project in conformance with the terms and conditions determined by the Secretary of Labor to be fair and equitable to protect the interests of employees affected by the Project and meet the requirements of 49 U.S.C. § 5333(b) and U.S. Department of Labor (USDOL) Guidelines at 29 C.F.R. Part 215. These terms and conditions are identified in the letters of certification from USDOL on the dates set forth on the first page of this Agreement. The Grantee will carry out the Project in compliance with the conditions stated in the USDOL certification letters. Those letters and any documents cited therein are incorporated by reference and made part of this Agreement.

#### **SECTION 18. GOVERNMENT ACTIONS**

(a) In all cases where the Government's review, approval or concurrence is required under the terms and conditions of this Agreement, the Government will provide its response within sixty (60) calendar days of receipt from the Grantee of all materials reasonably necessary for the formulation of the Government's response.

(b) If the Government determines that its position cannot be finalized within that sixty (60) day period, the Government will notify the Grantee, in writing, within thirty (30) days following receipt of the Grantee's submission that the Government's response will be delayed and advise the Grantee of the Government's anticipated time period for response.

(c) Whenever the Government's approval or concurrence is needed on any matter pertaining to

or concerning this Agreement, the Government's approval or concurrence will not be unreasonably withheld.

## **SECTION 19. REMEDIES**

(a) Substantial failure of the Grantee to Complete the Project in accordance with the Application and this Agreement will be a default of this Agreement. In the event of default, the Government will have all remedies at law and equity, including the right to specific performance without further Federal financial assistance, and the rights to termination or suspension as provided by Section 11 of the Master Agreement, "Right of the Federal Government to Terminate." The Grantee recognizes that in the event of default, the Government may demand all Federal funds provided to the Grantee for the Project be returned to the Government. Furthermore, a default of this Agreement will be a factor considered before a decision is made with respect to the approval of future Grants requested by the Grantee.

(b) Under the provisions of Section 15 of this Agreement, "Project Management Oversight," and under the terms and conditions of the Master Agreement, the Government will review performance by the Grantee to determine whether satisfactory progress is being made to Complete the Project. In the event that the Government determines that the Grantee is in breach of this Agreement, the Government may withhold its approvals of further funding and suspend drawdown of funds, under the provisions of Section 11 of the Master Agreement, "Right of the Federal Government to Terminate," until any necessary corrective action, which may be required by the Government, is accomplished. Any breach of this Agreement that is not corrected within a reasonable period of time will be a default of this Agreement. The Government in its discretion may permit the cost of such corrective action to be deemed a Project Cost, provided that such cost is an allowable cost under the requirements of Section 9.c of the Master Agreement, "Costs Reimbursed," and so long as it remains within the limits of the Maximum Federal New Starts Financial Contribution set forth in Section 8 of this Agreement, "Limitations of the Federal Funding Commitment."

(c) In the event of a breach of this Agreement by the Grantee and before the Government takes action contemplated by this Section, the Government will provide the Grantee with ninety (90) days written notice that the Government considers that such a breach has occurred and will provide the Grantee a reasonable period of time to respond and to take necessary corrective action.

## **SECTION 20. CONTENTS OF AGREEMENT**

This Full Funding Grant Agreement consists of the text of this Agreement, which includes the first pages setting forth significant characteristics of the Agreement (such as the maximum Federal funds obligated and awarded for expenditure on the Project and the funding ratio of Federal and local funds to be expended for the Project, and such other data), followed by the Terms and Conditions, and the Attachments to the Agreement. The Agreement also includes the following documents incorporated by reference and made part of this Agreement: the "Federal Transit Administration Master Agreement," FTA Form MA(10) (October 1, 2003), as may be

revised from time to time, the Application, the Government's environmental record for the Project, related agreements, and prior Grant Agreements for the Project referenced in Attachment 5 of this Agreement. Should the Federal assistance award letter include special conditions for the Project, that letter is incorporated by reference and made part of this Agreement. Any inconsistency between the Application and the terms and conditions of this Full Funding Grant Agreement will be resolved according to the clear meaning of the provisions of this Agreement and Attachments hereto.

#### **SECTION 21. – SIMULTANEOUS CREATION OF AGREEMENT IN ELECTRONIC FORMAT**

Simultaneous to the Award and Execution of this Agreement set forth in typewritten hard copy, the Agreement is being awarded and executed by electronic means through FTA's electronic award and management system. To the extent any discrepancy may arise between the typewritten version and the electronic version of this Agreement, the typewritten version will prevail. Should any special conditions or requirements for the Project be added separately in the electronic version, those conditions or requirements are incorporated by reference and made part of this Agreement.

#### **SECTION 22. AMENDMENTS TO AGREEMENT**

Amendments to any of the documents referenced in Section 20, "Contents of Agreement," will be made in accordance with the requirements and procedures set forth in FTA Circular 5010.1C, "FTA Project Management Guidelines" (October 1, 1998), as may be amended from time to time, and FTA Circular 5200.1A, "Full Funding Grant Agreement Guidance," as may be amended from time to time.

#### **SECTION 23. ATTACHMENTS -- INCORPORATION**

Each and every Attachment to this Agreement is incorporated by reference and made part of this Agreement.

## **SECTION 24. NOTICES**

Notices required by this Agreement will be addressed as follows:

As to the Government:

Joel P. Ettinger  
Regional Administrator  
Federal Transit Administration  
Suite 320  
200 W. Adams St.  
Chicago, IL 60606

As to the Grantee:

Joseph A. Calabrese, CEO  
General Manager/  
Greater Cleveland Regional Transit Authority  
1240 W. Sixth Street  
Cleveland, OH 44113

## **SECTION 25. APPLICABLE LAW**

If neither Federal statute nor Federal common law governs the interpretation of the provisions of this Agreement, the state law of the State of Ohio will apply. This provision is intended only to supplement Section 2.c of the Master Agreement, "Application of Federal, State, and Local Laws and Regulations."

**SECTION 26. AWARD AND EXECUTION OF AGREEMENT**

There are several identical counterparts of this Agreement in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute an Award that should be executed by the Grantee within ninety (90) days of the date of the Government's Award (FTA Award). The Government may withdraw its Award of financial assistance and obligation of funds if this Agreement is not executed within the ninety (90) day period. Upon full Execution of this Agreement by the Grantee, the effective date will be the date the Government awarded funding under this Agreement as set forth below.

THE GOVERNMENT HEREBY AWARDS THIS FULL FUNDING GRANT THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

Signature: \_\_\_\_\_  
Name: Jennifer Dorn  
Federal Transit Administrator  
FEDERAL TRANSIT ADMINISTRATION

**EXECUTION BY GRANTEE**

The Grantee, by executing this Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this Award; and agrees to all terms and conditions set forth in this Agreement.

THE GRANTEE HEREBY EXECUTES THIS FULL FUNDING GRANT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

Signature: \_\_\_\_\_

Name: Joseph Calabrese

Title of Grantee Official: General Manager

Name of Grantee Organization: Greater Cleveland Regional Transit Authority

ATTESTED BY:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title of Attesting Official: \_\_\_\_\_

Name of Organization: Greater Cleveland Regional Transit Authority

**AFFIRMATION OF GRANTEE'S ATTORNEY**

As the undersigned Attorney for the Grantee, I affirm to the Grantee that I have examined this Agreement and the proceedings taken by the Grantee relating to it. As a result of this examination I hereby affirm to the Grantee the Execution of the Agreement by the Grantee is duly authorized under state and local law. In addition, I find that in all respects the Execution of this Agreement is due and proper and in accordance with applicable State and local law. Further, in my opinion, this Agreement constitutes a legal and binding obligation of the Grantee in accordance with the terms of the Agreement. Finally, I affirm to the Grantee that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the full implementation of the Project in accordance with the terms thereof.

DATED \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

AFFIRMED BY:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title of Official: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

## Attachment 1

### Greater Cleveland Regional Transit Authority Euclid Corridor Transportation Project

#### Scope of the Project

The Euclid Corridor Transportation Project (ECTP) consists of the design and construction of a Bus Rapid Transit (BRT) System from Public Square in downtown Cleveland to the City of East Cleveland, Ohio.

The project is approximately 9.4 miles in length and is comprised of two major elements—the Euclid Avenue BRT element and the downtown Transit Zone BRT element.

The ECTP BRT element is 7.1 miles with 36 stations on Euclid Avenue between Cleveland's Public Square and East Cleveland's Stokes-Windermere Rapid Transit Station. It connects the Cleveland Central Business District to Playhouse Square, Cleveland State University, Cleveland Clinic, University Circle, Case Western Reserve University, University Hospitals, and the Stokes-Windermere Rapid Transit Station in the City of East Cleveland.

From Public Square to East 17<sup>th</sup> Street there will be exclusive transit lanes for the ECTP vehicles only, with 7 Americans with Disabilities Act (ADA) compliant stations. From East 17<sup>th</sup> Street to East 107<sup>th</sup> Street there will be 15 ADA compliant stations with exclusive transit lanes. From East 107<sup>th</sup> Street to the Stokes-Windermere Station, the BRT will be curbside operation in mixed traffic lanes with 14 curbside stations. Each of the median stations will include level boarding and off board fare collection. Traffic signal prioritization is an integral component of this BRT project.

The Downtown Transit Zone BRT element is comprised of the rehabilitation of 2.3 miles of roadways between Public Square and Cleveland State University, including the creation of approximately 1 mile of 24-hour exclusive bus lanes on Superior Avenue, and 0.7 miles of peak hour exclusive bus lanes on St. Clair Avenue.

The scope of the project also includes the procurement of 20 articulated low-floor vehicles with three doors on the right hand side and two doors on the left hand side to accommodate boarding needs. The vehicles will be fully ADA accessible and will seat approximately 46 passengers, and utilize diesel/electric technology to provide electric power for propulsion and operation. One vehicle will be procured for testing and training.

Other scope elements include: right-of-way acquisition, utility adjustments and relocations, traffic signals, communications and lighting, modifications to the existing Hayden Garage and Central Bus facilities, public art, environmental mitigation and start-up and testing prior to revenue service.

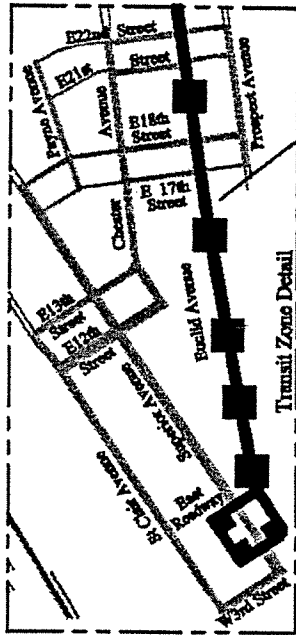
The Revenue Operations Date for the Project is December 31, 2008.



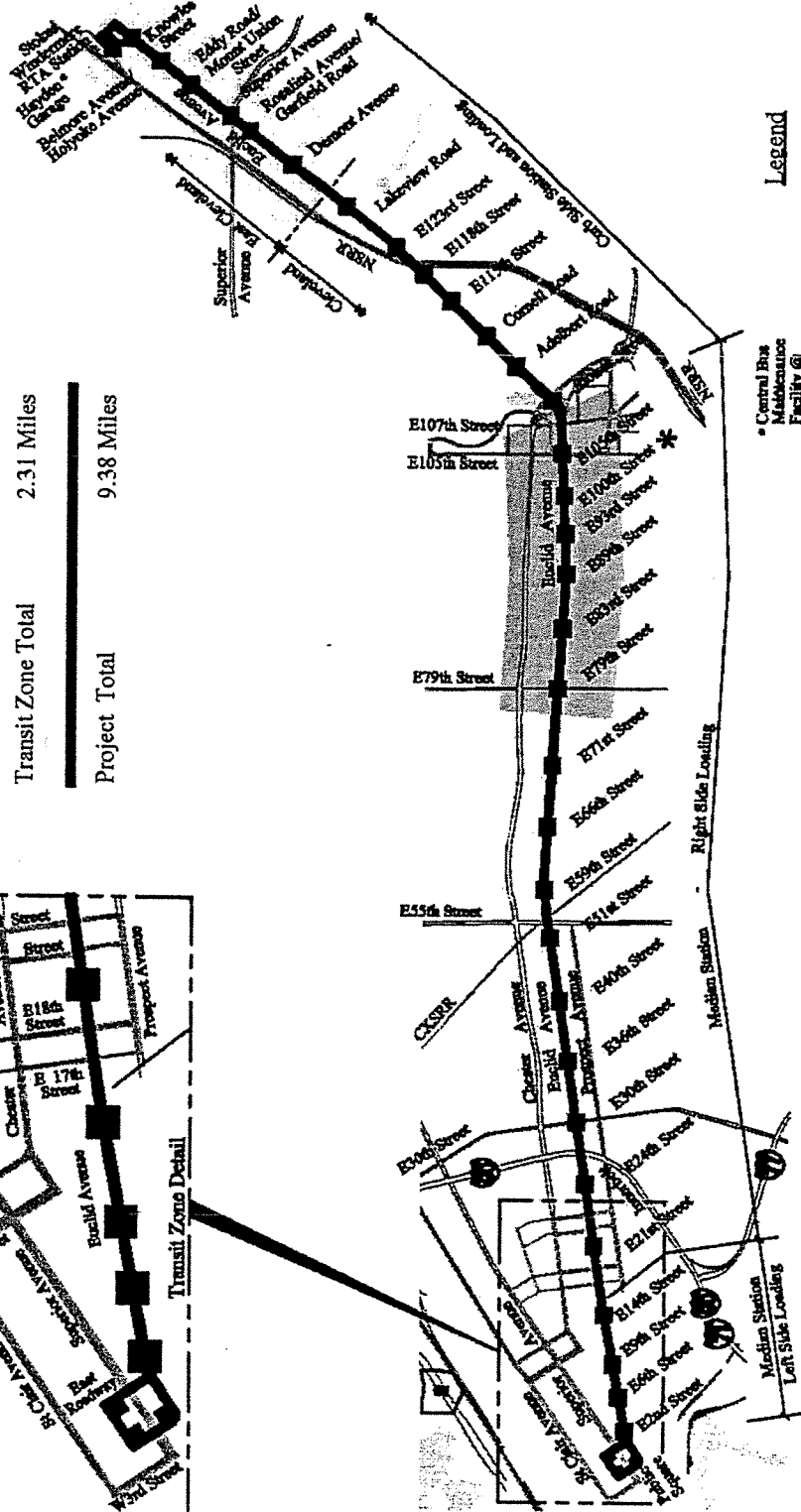
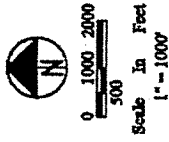
# Attachment 1A

## Greater Cleveland Regional Transit Authority (GCRTA) Euclid Corridor Transportation Project (ECTP)

### Project Map



Euclid Avenue BRT Total	7.07 Miles
Transit Zone Total	2.31 Miles
Project Total	9.38 Miles



- Legend**
- Central Bus Maintenance Facility @ 2500 Woodhill Road
  - ECV Stations
  - BRT Routes
  - \* LEFT SIDE LOADING / Sunday Stop
  - Right Side Loading
  - Left Side Loading

## Attachment 2

### Greater Cleveland Regional Transit Authority Euclid Corridor Transportation Project

#### Project Description

The Euclid Corridor Transportation Project (ECTP) is a 9.4-mile Bus Rapid Transit (BRT) system. The Project is comprised of two major elements – the 7.1 mile Euclid Avenue Bus Rapid Transit element, and the 2.3 mile downtown Transit Zone element. The Euclid Avenue BRT will run along Euclid Avenue from Public Square in downtown Cleveland to the Stokes-Windermere Rapid Transit Station in East Cleveland. Convenient connections to and from the BRT can be made with GCRTA's other rapid transit lines (Red, Blue and Green) and a number of GCRTA's bus lines.

There are 36 stations proposed along the Euclid Avenue BRT. From Public Square to East 17<sup>th</sup> Street, there will be exclusive transit lanes for the ECTP vehicles only with 7 Americans with Disabilities Act (ADA) compliant median stations. From East 17<sup>th</sup> Street to East 107<sup>th</sup> Street, there will be exclusive transit lanes, with 15 ADA compliant median stations. From East 107<sup>th</sup> Street to the Stokes-Windermere Station, the BRT will be curbside operation in mixed traffic lanes with 14 curbside stations. The Downtown Transit Zone BRT element is comprised of the rehabilitation of 2.3 miles of roadways between Public Square and Cleveland State University.

Euclid Avenue is one of the most economically depressed areas of the region. Many Euclid Corridor bus passengers have no alternative means of travel, and their lives are negatively impacted by degraded bus services in the corridor. In addition, the City of Cleveland has targeted the corridor for a number of economic development initiatives, and nearly 32,000 new jobs and 17,000 new residents are projected to arrive in the corridor in the next 20 years. The ECTP is intended to complement the proposed investment strategies, drawing new jobs, residents and economic activity to the area.

The Euclid Avenue BRT will have five-minute headways on weekdays and 15 minute headways on Saturdays, Sundays and late evenings. In addition, three other GCRTA bus routes will use the exclusive transit lanes between East 17<sup>st</sup> Street and East 107<sup>th</sup> Street resulting in 2.1 minute headways on weekdays. The Project, as proposed, will improve service to over 39,000 projected GCRTA customers each day through increased service frequency, reduced travel time and the inclusion of significant customer amenities.

#### Project Description by Contract Unit

##### Contract Unit 01 – Euclid Corridor Vehicle

This contract unit provides for the design, testing, manufacturing, inspection and delivery of 21 Euclid Corridor Vehicles. They will be articulated low-floor vehicles with three doors on the right hand side and two doors on the left hand side to accommodate the

boarding needs of the project. The low floor vehicle will be fully ADA accessible and will seat approximately 46 passengers. It will utilize diesel/electric technology to provide electric power for propulsion and operation.

#### Contract Unit 02 – BRT and Transit Zone Construction

This contract unit includes six anticipated construction contracts described as follows:

- C-01 - The Transit Zone north of Euclid consists of the rehabilitation of several streets totaling 2.31 miles in the downtown central business district. The following are locations and descriptions of the streets: St. Clair (W. Third to E. 13<sup>th</sup> Street); Superior Avenue (W. Third to W. Roadway and E. Roadway to E. 18<sup>th</sup> Street); E. 12<sup>th</sup> and E. 13<sup>th</sup> (Chester Avenue to Superior Avenue); E. 17<sup>th</sup> (Euclid Avenue to Chester Avenue); Chester (E. 12<sup>th</sup> to E. 17<sup>th</sup> Street). The anticipated work in this contract includes removals, milling of pavement surface, utility adjustments, erosion control, resurfacing of roadway, selected full depth roadway repairs, bus pad installations, ADA ramp installations, all intersection pavement markings, resetting of selected granite and concrete curbs, minimal sidewalk repairs, signage, and traffic control devices.
- C02 – The Euclid Avenue/East Roadway to Innerbelt, Public Square, and East 17<sup>th</sup> Street Extension construction package includes the reconstruction of Euclid Avenue from the East Roadway intersection to the Innerbelt, the reconstruction of the roadways surrounding and within Public Square, and the construction of a one-block extension of East 17<sup>th</sup> Street from Prospect Avenue to Euclid Avenue. The anticipated work in this contract also includes removal of existing roadway and pavement including buried railroad tracks, drainage structure adjustments and relocations, utility adjustments and relocations, erosion control, sub-grade preparation, full depth concrete pavement and curbs, ADA ramp installations, pavement markings, signage and station platforms. This contract will also include the installation of station and pole foundations, conduits, and ducts for items to be installed in contract C-05.
- C03 – The Euclid Avenue/Innerbelt to E. 79<sup>th</sup> construction package includes the reconstruction of Euclid Avenue from the Innerbelt to E. 79<sup>th</sup> Street. The work anticipated in this contract shall consist of removal of existing roadway and pavement including buried railroad tracks, drainage structure adjustments and relocations, utility adjustments and relocations, erosion control, sub-grade preparation, full depth concrete pavement and curbs, ADA ramp installations, pavement markings, signage and station platforms. This contract will also include the installation of station and pole foundations, conduits, and ducts for items to be installed in contract C-05.
- C04 – The Euclid Avenue/E. 79<sup>th</sup> St. to City of Cleveland Eastern Limit construction package includes the reconstruction Euclid Avenue from E. 79<sup>th</sup> to E. 107<sup>th</sup> Streets, and the rehabilitation of Euclid Avenue from E. 107<sup>th</sup> to the city

limit line between Cleveland and East Cleveland. From E. 79<sup>th</sup> to E. 107<sup>th</sup> the anticipated work in this contract includes removals of existing roadway and pavement including buried railroad tracks, drainage structure adjustments and relocations, utility adjustments and relocations, erosion control, sub grade preparation, full depth concrete pavement and curbs, ADA ramp installations, pavement markings, signage and station platforms. From E. 107<sup>th</sup> to the city limit line the anticipated work in this contract includes removal of existing pavement, drainage structure adjustments and relocations, utility adjustments and relocations, erosion control, milling of pavement surface, reconfiguration of curbs and parking spaces, resurfacing of roadway, selected full depth roadway repairs, subgrade preparation, bus pad installations, selected full depth concrete pavement and curbs, concrete curb and gutter, ADA ramp installations, pavement markings, signage and station platforms. This contract will also include the installation of station and pole foundations, conduits, and ducts for items to be installed in contract C-05.

- C05 – The Stations, Traffic Signals, Communications and Lighting construction package provides for the installation of bus stations and shelters, traffic signals, controllers, communication equipment, pedestrian and street lighting throughout the corridor. The bus stations and shelters include various structure types for curbside and median station assemblies for all segments of the project including the transit zone and along Euclid Avenue in East Cleveland. The contract includes fabrication and installation of the station buildings, static and variable message signage, interior lighting, and passenger waiting amenities. The traffic signal and communication items of work within this contract include the installation of signals for three and four legged intersections, crosswalk signalization, fiber optic cable and testing, and signal system hardware and software. The package also includes the upgrade of existing traffic signal controllers in the City of East Cleveland. The lighting items of work to be performed include lighting for medians and platforms along Euclid Avenue, pedestrian and roadway lighting, and miscellaneous lighting, power and wiring. The package provides for the purchase of the poles, fixtures and wiring. The installation of these materials will be performed by Cleveland Public Power per the City of Cleveland Interagency Agreement.
- C06 – The Bus Maintenance Facility contract shall include renovations performed at both the Hayden Garage and the Central Bus Maintenance Facility. This construction package includes the reconfiguration and equipment required to accommodate the articulated Euclid Corridor Vehicles in these existing facilities.

#### Contract Unit 03 – Land Acquisition

This contract unit provides for the purchase of approximately 323 properties along Euclid Avenue and the East 17<sup>th</sup> Street Extension comprised of approximately 11 fee simples, 97 permanent easements, and 153 temporary construction easements, as well as 62 properties with both permanent and construction easements. Costs also include the

relocation expenses for relocated parties. Acquisitions will be made in accordance with the Uniform Relocation Assistance and Real Property Acquisition Regulations, and State and Local requirements.

#### Contract Unit 04 – Other Capital Program Items

This contract unit provides for management and professional services, and other capital items as follows:

- Preliminary Engineering (PE) involved the development and approval of the Environmental Assessment, production of conceptual design drawings and estimates to the 30% design level of completion, land use and economic impact studies, and ridership modeling in support of RTA's New Starts applications. These activities are completed and not reflected in Attachment 4, Baseline Schedule. An audit of preliminary engineering costs is ongoing. Upon completion of the audit, the preliminary engineering line item will be reduced by any costs found to be ineligible. Previous federal expenditures for any such ineligible activities will be reimbursed to the FTA by GCRTA using local funds that are not already committed to this project
- Final Design (FD) phase develops the PE documents into plans, specifications, and estimates for bidding. FD activities will include the development of multiple contract documents for the design of all construction components of the project. Services include surveying, mapping, roadway and streetscape plans, station designs, traffic signal and communication system design, utilities and drainage, lighting, signage, construction support, value engineering and public involvement.
- Construction Management (CM) includes contracted services for quality assurance and quality control. Services during the FD phase include constructability reviews, independent cost estimating, scheduling and sequencing, value engineering, and utility coordination. Services during the construction phase include project controls and documentation, QA/QC program, resident engineers and field inspectors, material testing, submittal tracking, progress meetings, processing progress payments, change orders, start-up and testing support, as-built documentation and project close-out support.
- Project Administration/Force Account include all direct labor and general administrative costs incurred by Greater Cleveland Regional Transit Authority to support the design, construction and start-up of the project.
- Professional services in support of the Land Acquisition program. These services include real estate program management and acquisition, title and escrow, appraisal and appraisal review, relocation assistance, environmental assessment, and legal support.

- The Before and After Study to be performed by a third party or professional services contract will assemble information and conduct analyses to identify the actual performance of the Project in terms of its costs and impacts, evaluate the reliability of the technical methods used during the planning and development of the Project, and identify potentially useful improvements to those methods.
- Third party or additional professional services contracts on an as needed basis to support the design, construction, permitting, public involvement, public art, safety certification and other project activities as the project is implemented.
- Finance costs that will be incurred by Greater Cleveland Regional Transit Authority to bridge the Project's projected cash flow schedule.

#### Contract Unit 05 – Public Art

This contract unit provides for the commissioning and installation of public art along the Euclid Avenue BRT. Artists will be commissioned to work with the Greater Cleveland Regional Transit Authority to develop and install permanent art work along the corridor.

#### Contract Unit 06 – Project Contingency

This contact unit provides a funding resource for increases over the estimated Project cost resulting from changes in market conditions, unknown field conditions, changes in regulations, or other factors that could not be accounted for in other Project unit terms.

Attachment 3 – Baseline Cost Estimate  
 Greater Cleveland Regional Transit Authority (GCRTA)  
 Euclid Corridor Transportation Project

Table 1- BCE By Contract Units

<u>CONTRACT UNIT 01 – EUCLID CORRIDOR VEHICLE</u>		Amount
21 BRT VEHICLES		\$21,600,000
	Subtotal:	\$21,600,000
<u>CONTRACT UNIT 02 – BRT AND TRANSIT ZONE CONSTR.</u>		
C01 - TRANSIT ZONE NORTH OF EUCLID		\$3,400,000
C02 - EUCLID AVENUE/EAST ROADWAY TO INNERBELT, PUBLIC SQUARE, 17TH ST. EXT.		\$9,900,000
C03 - EUCLID AVENUE/INNERBELT TO E. 79TH		\$11,100,000
C04 - EUCLID AVENUE/E. 79TH TO CITY LIMIT LINE		\$12,700,000
C05 - STATIONS, TRAFFIC SIGNALS, COMMUNICATIONS, AND LIGHTING		\$33,900,000
C06 - BUS MAINTENANCE FACILITY		\$1,700,000
	Subtotal:	\$72,700,000
<u>CONTRACT UNIT 03 – LAND ACQUISITION</u>		
LAND ACQUISITION AND RELOCATION COSTS		\$13,700,000
	Subtotal:	\$13,700,000
<u>CONTRACT UNIT 04 – OTHER CAPITAL PROGRAM ITEMS</u>		
PRELIMINARY ENGINEERING		\$8,375,000
FINAL DESIGN		\$10,000,000
CONSTRUCTION MANAGEMENT		\$7,000,000
PROJECT ADMINISTRATION		\$4,800,000
FORCE ACCOUNT		\$3,600,000
REAL ESTATE CONSULTANTS		\$3,700,000
BEFORE AND AFTER STUDY		\$400,000
ADDITIONAL PROFESSIONAL SERVICES		\$1,100,000
FINANCE COSTS		\$2,000,000
	Subtotal:	\$40,975,000
<u>CONTRACT UNIT 05 – PUBLIC ART</u>		
PUBLIC ART		\$1,000,000
	Subtotal:	\$1,000,000
<u>CONTRACT UNIT 06 – PROJECT CONTINGENCY</u>		
PROJECT CONTINGENCY		\$18,425,000
	Subtotal:	\$18,425,000
BASELINE COST ESTIMATE	GRAND TOTAL	\$168,400,000

Attachment 3 – Baseline Cost Estimate

Table 2 – Escalated BCE Calculation

DESCRIPTION	2003 COST ESTIMATE	W/CONTINGENCY	START DATE	MIDPOINT	END DATE	DURATION (MONTHS)	MIDPOINT ESCALATION FACTOR *	ESCALATED BCE
Euclid Corridor Vehicle	\$ 20,600,000	\$ 21,600,000	Aug-04	Sep-05	Mar-07	31	1	\$ 21,600,000
BRT and Transit Zone Construction	\$ 56,953,679	\$ 67,023,140	Oct-04	Sep-06	Sep-08	48	1.0847	\$ 72,700,000
Land Acquisition	\$ 12,800,000	\$ 13,170,544	Jun-04	Apr-05	Mar-06	22	1.0402	\$ 13,700,000
Other Capital Program Items	\$ 40,675,000	\$ 40,975,000	Jun-97	Oct-02	Sep-08	136	1	\$ 40,975,000
Public Art	\$ 850,000	\$ 935,629	Jul-04	Mar-06	Dec-07	42	1.0688	\$ 1,000,000
Subtotal	\$ 131,878,679	\$ 143,704,313						\$ 149,975,000
Project Contingency		\$ 17,176,284	Jan-04	May-06	Sep-08	57	1.0727	\$ 18,425,000
Total		\$ 160,880,597						\$ 168,400,000

\* Escalation factor of 3% per year applied from December 31, 2003 to midpoint. Contracts in place not escalated.

ESCALATION FACTOR CALCULATIONS

	Midpoint	Month from 12-31-03	Years from 12-31-03	Annual Rate
Euclid Corridor Vehicle	09/30/05	21	1.75	1.03
BRT and Transit Zone Construction	09/30/06	33	2.75	1.03
Land Acquisition	04/30/05	16	1.33	1.03
Other Capital Program Items	10/31/02	N/A	N/A	1.03
Public Art	03/31/06	27	2.25	1.03
Project Contingency	05/15/06	28.5	2.375	1.03

Escalation Factor	Use 1.0 Contract Signed
1.0531	
1.0847	
1.0402	
1.0688	contracts signed
1.0727	



Attachment 3 – Baseline Cost Estimate

**Table 3: BCE By Source of Funding**

DESCRIPTION	BASELINE BUDGET	FEDERAL SHARE	FEDERAL SHARE	LOCAL SHARE
		CMAQ	5309 *	
Euclid Corridor Vehicle	\$ 21,600,000	\$ -	\$ 17,280,000	\$ 4,320,000
BRT and Transit Zone Construction	\$ 72,700,000	\$ 51,990,000	\$ 12,570,000	\$ 8,140,000
Land Acquisition	\$ 13,700,000	\$ 4,110,000	\$ 6,850,000	\$ 2,740,000
Other Capital Program Items	\$ 40,975,000	\$ 3,900,000	\$ 30,560,000	\$ 6,515,000
Public Art	\$ 1,000,000	\$ -	\$ 800,000	\$ 200,000
Project Contingency	\$ 18,425,000	\$ -	\$ 14,740,000	\$ 3,685,000
Baseline Cost Estimate	\$ 168,400,000	\$ 60,000,000	\$ 82,800,000	\$ 25,600,000
Toll Revenue Credit	\$ 10,100,000			\$ 10,100,000
Baseline Cost Estimate plus Toll Revenue Credit	\$ 178,500,000	\$ 60,000,000	\$ 82,800,000	\$ 35,700,000

\* Includes \$600,000 in Section 5309 Rail Modernization funds

**Sources of Funds and Matching Share Ratios**

Source of Federal Funds	Costs Attributed to Source of Funds  (millions)	Federal/Local Matching Ratio within Source	Federal Funds  (millions)	Local Funds	
				Toll Revenue Credit ** (millions)	GCRTA and City of Cleveland (millions)
5309 New Starts **	\$102.75	80/20	\$82.20	\$1.60	\$18.95
5309 Rail Modernization	\$0.75	80/20	\$0.60		\$0.15
5307/CMAQ Ohio DOT **	\$62.50	80/20	\$50.00	\$8.50	\$4.00
5307/CMAQ NOACA***	\$12.50	80/20	\$10.00		\$2.50
Totals	\$178.50		\$142.80	\$10.10	\$25.60
Overall Federal Share of Project including Toll Revenue Credit		80.0% (142.8/178.50)			
Overall Federal Share of Project without Toll Revenue Credit		84.8% (142.8/168.4)			
New Starts Share of Project without Toll Revenue Credit		48.8% (82.20/168.40)			

\*\* Toll Revenue Credit value to be applied as matching credits to Ohio DOT CMAQ funds and FTA New Starts funds

\*\*\* NOACA is the Northeast Ohio Areawide Coordinating Agency, the Metropolitan Planning Organization for Cleveland.



Attachment 4

Greater Cleveland Regional Transit Authority  
Euclid Corridor Transportation Project (ECTP)

Baseline Schedule

CONTRACT UNIT	2003		2004		2005		2006		2007		2008		
	START	01	02	03	04	01	02	03	04	01	02	03	04
EUCLID CORRIDOR TRANSPORTATION PROJECT	6/1/1997												
01 - EUCLID CORRIDOR VEHICLE	8/2/2004												
02 - BRT AND TRANSIT ZONE CONSTRUCTION	10/4/2004												
C01 - Transit Zone, North of Euclid Ave.	10/4/2004												
C02 - Euclid Ave. - East Roadway to Innerbelt, Public Square, 17th St Ext.	1/2/2006												
C03 - Euclid Avenue, Innerbelt to East 79th Street	7/4/2005												
C04 - Euclid Avenue, East 79th Street to City Line	7/3/2006												
C05 - Stations, Traffic Signals, Communications, and Lighting	7/4/2005												
C06 - Bus Maintenance Facilities	4/4/2005												
03 - LAND ACQUISITION	6/1/2004												
04 - OTHER CAPITAL PROGRAM ITEMS	6/1/1997												
05 - PUBLIC ART	7/1/2004												
06 - PROJECT CONTINGENCY	1/1/2004												
REVENUE OPERATIONS DATE	12/31/2008												

Attachment 5

Greater Cleveland Regional Transit Authority  
Euclid Corridor Transportation Project

Prior Grants and Related Documents

I. Prior Grants

<u>Project No.</u>	<u>Obligation Date</u>	<u>Federal Amount</u>	<u>Funding Source</u>	<u>Purpose</u>
OH-90-X037	03-Sep-85	\$214,000	Section 5307 Planning	Alternatives Analysis
OH-03-0125	26-Mar-93	1,500,000	Section 5309 New Starts	Transitional Analysis
OH-03-0134	04-May-94	<u>1,000,000</u>	Section 5309 New Starts	Model Development
Subtotal		\$2,714,000		

Above grants were for the Dual Hub project which preceded the Euclid Corridor Transportation Project. Costs associated with the Dual Hub are not included in the budget for the Euclid Corridor Transportation Project.

II. Related Documents

- 1 Environmental Assessment - September 2001
- 2 Finding of No Significant Impact - February 8, 2002
- 3 Approval to Initiate Final Design - July 15, 2002
- 4 Letter of No Prejudice - Preliminary Engineering - April 14, 2000
- 5 Letter of No Prejudice - Vehicles - July 9, 2004

III. FFGA Grants History (Grants under FFGA)

<u>Project No.</u>	<u>Obligation Date</u>	<u>Funding Source</u>	<u>Amount</u>
OH-03-0136	07-Jan-94	Section 5309 Rail Modernization	\$ 600,000
OH-03-0151	30-Sep-96	Section 5309 New Starts	2,829,196
OH-03-0179	17-Dec-99	Section 5309 New Starts	1,985,100
OH-03-0185	17-Nov-00	Section 5309 New Starts	981,079
OH-90-X346*	30-Apr-00	Section 5307 CMAQ	1,900,000
OH-03-0195	12-Feb-03	Section 5309 New Starts	3,962,572
OH-03-0211	10-Mar-03	Section 5309 New Starts	5,940,079
OH-90-X421*	28-Feb-03	Section 5307 CMAQ	2,000,000
OH-03-0228	22-Sep-03	Section 5309 New Starts	5,501,494
Subtotal Euclid Corridor Grants			\$25,699,520

\* Grants awarded by FTA to Ohio DOT.

Attachment 6

Greater Cleveland Regional Transit Authority  
Euclid Corridor Transportation Project

Schedule of Federal Funds

Section 3030(a)(17) of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) authorizes FTA to award Federal capital new starts funds for final design and construction of the Euclid Corridor Transportation Project ("the Project") to the Greater Cleveland Regional Transit Authority (GCRTA) in Cleveland, Ohio. In accordance with the Federal Transit Laws, 49 U.S.C. Chapter 53, and FTA Circular 5200.1A, Full Funding Grant Agreements Guidance (December 5, 2002), by the execution of this Agreement the Government is limiting its commitment to provide New Starts funding for the Project to those funds that have been or may be appropriated under TEA-21 and subsequent authorization(s). The Government and the Grantee recognize, however, that the period of time necessary to complete the Project may extend beyond the expiration of TEA-21, as evidenced by Attachment 4 to this Agreement (Baseline Schedule).

The GCRTA is taking advantage of Section 1111 of TEA-21, which amended Section 120(j) of Title 23 to allow transportation project sponsors to count highway toll revenues as a credit towards meeting local funding commitments for other transportation projects. Toll credits do not provide cash to be applied to the baseline cost estimate. Consequently, the project sponsor must identify additional Federal dollars to actually fund the cost of the project. As a matter of policy, FTA does not allow grantees to use additional New Starts resources for this purpose, so GCRTA identified additional CMAQ resources to make up the cash shortfall.

Moreover, the Government has previously provided funds for the Project under the Discretionary and Formula programs – as authorized previously by the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and currently authorized by TEA-21 – and expects to award additional funding for the project during the term of TEA-21.

Currently, the Government and the Grantee anticipate that the Federal capital New Starts, Fixed Guideway and Formula funds will be provided for the Project as follows:

FISCAL YEAR	FEDERAL			LOCAL (2)	TOTAL
	Section 5309 New Starts	Section 5309 FGM*	Section 5307 CMAQ (1)		
FY 03 AND PRIOR	\$ 21,599,520	\$ 600,000	\$ 3,900,000	\$ 6,024,881	\$ 32,124,401
FY 04	10,825,967	0	2,000,000	3,206,492	16,032,459
FY 05	25,000,000	0	25,900,000	8,675,000	59,575,000
FY 06	24,774,513	0	24,200,000	6,693,627	55,668,140
FY 07	0	0	2,000,000	500,000	2,500,000
FY 08	0	0	2,000,000	500,000	2,500,000
<b>TOTAL</b>	<b>\$ 82,200,000</b>	<b>\$ 600,000</b>	<b>\$ 60,000,000</b>	<b>\$ 25,600,000</b>	<b>\$ 168,400,000</b>

- 1 CMAQ funds represent FY 2000, 2003, 2005 and 2006 commitments from Ohio DOT and FY 2004-2008 commitments from NOACA.
- 2 Local includes GCRTA and City of Cleveland commitments and excludes Ohio DOT Toll Revenue Credit. Toll Revenue Credit used in FY 2001-2003, 2005, and 2006.

\*Fixed Guideway Modernization

Attachment 7

Greater Cleveland Regional Transit Authority  
Euclid Corridor Transportation Project

Measures to Mitigate Environmental Impacts

The mitigation measures and other project features that reduce the adverse environmental and community impacts, to which FTA and the Greater Cleveland Regional Transit Authority committed in the Environmental Assessment dated September 20, 2001, and the Finding of No Significant Impact dated February 8, 2002, are set forth in this Attachment. These mitigation measures and design features may not be eliminated from the Project except by FTA's written consent following an appropriate supplemental environmental review of the Project change.

Attachment 7

Greater Cleveland Regional Transit Authority  
Euclid Corridor Transportation Project

Measures to Mitigate Environmental Impacts

Mitigation Number	Impact/Mitigation	Implementation and Monitoring	Party Responsible	Timing	Status
Mitigation Items Listed in February 8, 2002 Finding of No Significant Impact					
Land Acquisition and Displacement					
LA 1.	Uniform Relocation Assistance and Property Acquisition. / This activity is addressed in the (Real Estate Acquisition Plan) RAMP and will be ongoing as real estate is acquired.	The GCRTA and its real estate consultants will implement this activity.	GCRTA in coordination with its real estate consultants	3/31/06	The RAMP covers the implementation of the Real Estate program and is compliant with the Uniform Act. All consultants and ECTP personnel assigned to this task are knowledgeable in the Uniform Act. This activity will be ongoing as real estate is acquired. The schedule has all real estate to be acquired by 3/31/06.
Noise Impacts					
NI 1.	Potential Noise Impact on hotels and motel/apartments. / Once the bus volumes and proposed fleet mix are known, a noise analysis can be completed.	(1) GCRTA and/or its consultant will evaluate the final operating plan establishing the Noise Impact category of no impact, impact, or severed impact, in accordance with FTA Noise Guidelines. (2) GCRTA and/or its consultant will individually review buildings and take	GCRTA	Identifying and mitigating of noise impacts will occur once proposed BRT vehicle noise characteristics are tested and provided by vendor.	A noise analysis cannot be completed until the detailed bus-operating plan for the transit zone is completed, and BRT vehicle noise characteristics are provided. Once the bus volumes and proposed fleet mix are known, a noise analysis will be completed. GCRTA will mitigate with proved noise insulation techniques as required.

Mitigation Number	Impact/Mitigation	Implementation and Monitoring	Party Responsible	Timing	Status
		interior noise readings in order to determine final level of noise impact. (3) If any buildings were determined to have an impact, GCRTA would work with the design team and its Operations staff to determine measures to mitigate each individual structure on an individual basis.			
Historic Property					
HP 1.	Visual Effects/Section 106 / Effects / Awaiting concurrence from OHPO that ECTP does not have any visual impact on historic buildings.	Adverse visual impact and implementation of the Programmatic Agreement relate to the compliance with Section 106 of the Historic Preservation Act. The Programmatic Agreement specifies that the effects of the project—including visual, architectural, and archaeological—must be identified through the completion of an Effects Report at the 30%, 60% and, if necessary, the 90% level.	GCRTA in conjunction with its design consultant.	7/15/04	A 60% Effects Report was submitted to Ohio Historic Preservation Office (OHPO) on December 11, 2004. Consulting Party meeting was held on 1/8/04, at which time no issues arose. GCRTA has submitted Consulting Party comments and are awaiting OHPO to submit their comments on the report.
Parking					
PK 1.	Business displacement due to loss of on-street parking.	Include in contract drawings.	GCRTA in conjunction with its design consultant.	Will continue to monitor through final design and construction.	Approximately 200 additional on-street parking spaces have been added to the project to mitigate this condition.



Mitigation Number	Impact/Mitigation	Implementation and Monitoring	Party Responsible	Timing	Status
PK 2.	Disruption of community activities such as weddings and funerals at churches and other institutes due to loss of parking and sidewalk space. / This issue was addressed in 60% design plans: addition of drop-off lanes in front of churches and additional on-street parking has mitigated this condition.	Include in contract drawings.	GCRTA in conjunction with its design consultant.	Will continue to monitor through final design and construction.	The 60% design has addressed church issues. The addition of drop-off zones in front of churches and the addition of approximately 200 on-street parking spaces have mitigated this condition.
Environmental Commitments Identified in September 2001 Environmental Document					
Urban Design					
UD 1.	Design Option B – Commitment to coordinate with adjacent property owners on the post-construction landscaping along their property lines.	Final design is consistent with Design Option A.	GCRTA in conjunction with its design consultant.	Not Applicable.	Design Option B is not being pursued.
UD 2.	Design Option A – Commitment to the installation of sidewalk and landscaping features through the City of Cleveland.	Included in contract documents.	GCRTA in conjunction with its design consultant.	Will continue to monitor through final design and construction.	60% design includes proposed urban design elements throughout the length of Euclid Avenue in the City of Cleveland, including in the University Circle area where the roadway is being rehabilitated instead of reconstructed.
UD 3.	Design Option A – Commitment to coordinate with the City of East Cleveland to ensure consistency with their Euclid Avenue	City of East Cleveland project has been completed and new bus pads and sidewalks have been installed. Bus station areas will be able to accommodate proposed	GCRTA in conjunction with the City of East Cleveland.	Completed.	Coordination through the design and construction of the City of East Cleveland's project is completed.

Mitigation Number	Impact/Mitigation	Implementation and Monitoring	Party Responsible	Timing	Status
	Rehabilitation Project.	ECTP improvements.			
Historic Property					
HP 2.	Commitment to coordinate mitigation measures, if required, with OHPO as outlined in the Programmatic Agreement.	No adverse impacts have been identified.	GCRTA in conjunction with its design consultant.	7/15/04	60% Effects Report has been submitted to OHPO for review and approval. See HP1.
Traffic Engineering					
TE 1.	Commitment to conduct additional traffic impact analysis during final design phase, and coordinate additional mitigation measures if needed with the Cities of Cleveland and East Cleveland.	Additional traffic impact studies have been completed for the project.	GCRTA in conjunction with its design consultant.	Completed.	Additional traffic impact studies and engineering have been completed and incorporated into the 60% design documents. Cities of Cleveland and East Cleveland have approved the proposed traffic engineering elements of the project.
Parking					
PK 3.	Commitment to improve utilization of adjacent available parking to mitigate impact of reduced on street parking on Euclid Avenue.	During the design process --- additional on-street parking have been included in the contract drawings.	GCRTA in conjunction with its design consultant.	Will continue to monitor through final design and construction.	The addition of approximately 200 on-street parking spaces has mitigated this condition.
PK 4.	Commitment to provide existing level of delivery zone accessibility in the corridor.	Additional on-street parking spaces noted in PK3 include 15 minute parking for deliveries. One delivery zone added on Superior as a mitigation item.	GCRTA in conjunction with its design consultant.	Will continue to monitor through final design and construction.	The addition of 15-minute parking spaces and one delivery zone on Superior have mitigated this item.
Environmental Site Assessments (ESA)					
ESA 1.	Commitment to conduct Phase II site assessments of properties where the	Environmental Site Assessment consultant has been hired and is scoped to	GCRTA in conjunction with its ESA	Ongoing and phased by proposed	Phase I ESA work is ongoing throughout the project. To date three properties have been

Mitigation Number	Impact/Mitigation	Implementation and Monitoring	Party Responsible	Timing	Status
	Phase I site assessments indicate significant risk of contamination.	provide assessments consistent with the Environmental Document	consultant	construction schedule.	identified for Phase II ESA.
Temporary Impacts					
TI 1.	Commitment to provide a comprehensive traffic maintenance plan to minimize temporary construction impacts.	Maintenance of traffic plans and specifications are being developed consistent with the Environmental Document	GCRTA in conjunction with its design consultant.	Ongoing and phased by proposed construction schedule.	Maintenance of traffic plans and specification being revised significantly from the 60% submittal.
Section 4(f)					
4(f) 1.	Commitment to provide sidewalk and landscaping improvements to enhance the park and public use.	Sidewalk and landscaping improvements included in the contract drawings.	GCRTA in conjunction with its design consultant.	Will continue to monitor through final design and construction.	The City Landmarks Committee, Design Review Committee, and Planning Commission have approved 60% design.

## Attachment 8

### Greater Cleveland Regional Transit Authority Euclid Corridor Transportation Project

#### Implementation of a "Before and After" Study

The Greater Cleveland Regional Transit Authority (GCRTA) will assemble information and conduct analyses to identify the actual performance of the Euclid Corridor Transportation Project (the "Project") in terms of its costs and impacts, evaluate the reliability of technical methods used during the planning and development of the Project, and identify potentially useful improvements to those methods. A Before and After Study Plan has been completed and submitted to FTA. Specifically the plan addresses the following requirements:

#### I. Required Information

GCRTA will assemble information on five characteristics of the Project and its associated transit services:

- a.) Project scope: The physical components of the Project, including environmental mitigation;
- b.) Service levels: The operating characteristics of the Bus Rapid Transit line, feeder bus services, and other bus services in the corridor and in the GCRTA system;
- c.) Capital costs: Total costs of construction, vehicles, engineering, management, testing, land acquisition and other capital expenses;
- d.) Operation and maintenance costs: Incremental operating/maintenance costs of the Project and the transit system; and
- e.) Ridership patterns: Incremental ridership, origin/destination patterns of transit riders on the Project and in the corridor, wait and trip time for passengers, customer satisfaction of the passengers and incremental farebox revenues for the transit system.
- f.) Project context: Descriptions of surrounding conditions, and assumptions made about those conditions and how they affect forecasts. For example; land use, zoning, development, population, employment, inflation, etc.

## II. Milestones

GCRTA will assemble those data items that are available at three key milestones in the development and operation of the Project.

- a.) Predictions: The predictions developed for the six characteristics of the Project at the conclusion of preliminary engineering, along with any changes made to those estimates during the final design;
- b.) Prior conditions: Transit service levels, operating/maintenance costs, and ridership/farebox-revenues that obtain immediately prior to any significant changes in transit service levels caused by either the construction or opening of the Project;
- c.) After conditions: The actual outcomes for the six characteristics of the Project two years after the opening of the Project to revenue service and associated adjustments to other transit services in the corridor.

## III. Plan for Data Assembly and Analysis

GCRTA will prepare a detailed workplan that describes the steps that will be taken to assemble the required information described above and conduct assessments of the actual results of the Project and the accuracy of predictions of those results. FTA will review and approve the workplan prior to its implementation.



N-46

TITLE/DESCRIPTION: AUTHORIZING THE EXECUTION OF A FULL-FUNDING GRANT AGREEMENT WITH THE FEDERAL TRANSIT ADMINISTRATION AND THE COMMITMENT OF LOCAL MATCHING FUNDS (RTA DEVELOPMENT FUND – EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET)	Resolution No.: 2004- 127
	Date: September 16, 2004
	Initiator:  Euclid Corridor Transportation Project
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This action will allow the General Manager/Secretary-Treasurer to execute the Full Funding Grant Agreement (FFGA) and commit local matching funds for the Euclid Corridor Transportation Project (ECTP) on behalf of the Authority.
- 2.0 DESCRIPTION/JUSTIFICATION: The FFGA is the final FTA approval required in order for the Authority to implement the ECTP project. Execution of the agreement will solidify the FTA's financial commitment to the project. The agreement also commits that the Authority will be responsible for implementing the project on schedule and within the \$168.4 million baseline cost estimate, achieving revenue operations by December 31, 2008, operating and maintaining the project, and complying with federal regulations.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: The Full Funding Grant Agreement commits a maximum of \$82,200,000 of FTA New Starts Funds toward the implementation of the ECTP project. It also defines the New Starts funding levels for federal fiscal year 2004 at 10,825,967, 2005 at 25,000,000, and 2006 at \$24,774,513 for the ECTP project. The agreement commits the Authority to provide \$25,600,000 for the local share of the Euclid Corridor Transportation Project; said funds being \$8,000,000 from the City of Cleveland and \$17,600,000 from the Authority. The Authority's share of the local match will be payable from the RTA Development Fund, Euclid Corridor Transportation Project Department budget, including but not limited to 100% local funds in the amount of \$17,600,000.
- 7.0 ALTERNATIVES: Reject the FFGA Rejection of the FFGA would delay the construction of the ECTP project and jeopardize the congressional review of our FFGA application.

N-147

STAFF SUMMARY & COMMENTS  
ECTP – Full Funding Grant Agreement  
Page 2

8.0 RECOMMENDATION: The FFGA was reviewed by the Planning and Development Committee of the Board of Trustees on September 7, 2004 it is recommended that the resolution be approved.

9.0 ATTACHMENTS: None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

Sheyl King Bedford acting for:  
CEO, General Manager/Secretary-Treasurer