

RESOLUTION NO. 2006-116

A RESOLUTION AUTHORIZING AN INTERAGENCY AGREEMENT WITH CUYAHOGA COUNTY FOR THE INSTALLATION OF FIBER OPTIC CONDUIT BY THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY EUCLID CORRIDOR TRANSPORTATION PROJECT.

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) is constructing the Euclid Corridor Transportation Project (ECTP); and

WHEREAS, as part of the ECTP, the GCRTA is installing utility duct banks; and

WHEREAS, Cuyahoga County desires to have the ECTP contractors install County fiber optic conduit while installing ECTP duct banks; and

WHEREAS, the GCRTA desires to assist the County by having its ECTP contractors install such fiber optic conduit at the County's cost.

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

Section 1. That the Board of Trustees of the GCRTA hereby authorizes an Interagency Agreement with Cuyahoga County for the installation of fiber optic conduit by the ECTP contractors at the County's cost. Said work shall be considered Non-FFGA work and will be performed as change orders to ECTP construction contracts C-02, C-03, and C-05B and shall be payable from the RTA Development Fund, Euclid Corridor Transportation Project budget with 100% local funds.

Section 2. That the General Manager is authorized to enter into an Interagency Agreement substantially in the form of the Agreement attached hereto as Exhibit "A".

Section 3. That the Board of Trustees of the GCRTA hereby authorizes the General Manager to execute Change Orders to ECTP construction contracts C-02, C-03, and C-05B in a total sum not to exceed two hundred thousand dollars (\$200,000.00) for the installation of fiber optic conduit for the benefit of Cuyahoga County.

Section 4. That the General Manager is hereby authorized to accept payment from Cuyahoga County in a total sum equal to sums paid to GCRTA contractors for installation of the fiber optic conduit for Cuyahoga County, which sums are to be deposited to GCRTA Development Fund, Euclid Corridor Transportation Project budget.

Section 5. That the remaining terms of said Agreement shall be as is agreed to by the parties, as is permitted by State and Federal law, in accordance with this Board's policies and all other regulations governing the conduct of the GCRTA.

Section 6. That said contract shall be binding upon and an obligation of the GCRTA contingent upon funding for future years; the Affirmative Action Plan adopted by the Board of Trustees in Resolution 2006-77; bonding and insurance requirements, and all applicable laws related to contractual obligations of the GCRTA.

Section 7. That this resolution shall become effective immediately upon its adoption.

Attachment: Interagency Agreement (Exhibit A)

Adopted: June 20, 2006

President

Attest: _____
CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: A RESOLUTION AUTHORIZING AN INTERAGENCY AGREEMENT WITH CUYAHOGA COUNTY FOR THE INSTALLATION OF FIBER OPTIC CONDUIT BY THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY EUCLID CORRIDOR TRANSPORTATION PROJECT	Resolution No.: 2006-116
	Date: June 15, 2006
	Initiator: Euclid Corridor Transportation Project
ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This resolution authorizes the General Manager/Secretary Treasurer to execute an Interagency Agreement with Cuyahoga County for the installation of County fiber optic conduit while installing ECTP duct banks.
- 2.0 DESCRIPTION/JUSTIFICATION: The County requires a conduit for fiber optic cable to service the new administration complex on Euclid Avenue and connect their Emergency Operations with County Information Services and The Justice Center. This conduit can fit within the trenching being performed as part of the ECTP.
- 3.0 PROCUREMENT BACKGROUND: Does Not Apply
- 4.0 DBE BACKGROUND: Does Not Apply
- 5.0 POLICY IMPACT: The project would consolidate future County needs within current plans for ECTP. The project desires a 5 year moratorium on future trenching on Euclid Avenue.
- 6.0 ECONOMIC IMPACT: Eliminates duplicate expense by the County of trenching and restoring Euclid Avenue. GCRTA will construct the new County infrastructure through Change Orders to existing ECTP C-02, C-03, and C05B contractors. Said work shall be considered Non-FFGA work and shall be payable from the RTA Development Fund, Euclid Corridor Transportation Project budget with 100% local funds at an estimated cost not to exceed two hundred thousand dollars (\$200,000.00). The County would reimburse GCRTA for the construction cost. The County will have ownership of the completed conduit, pull boxes and manholes.
- 7.0 ALTERNATIVES: The County would have to pursue this project at a later date that would adversely affect the ECTP project schedule and cost more money.

Staff Summary And Comments

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8.0 RECOMMENDATION: The Planning and Development Committee of the Board of Trustees reviewed this action at their June 6, 2006 meeting and recommended approval by the Board of Trustees.

9.0 ATTACHMENTS:

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

General Manager/Secretary-Treasurer

EXHIBIT A

DRAFT
Agreement
by and between
Cuyahoga County, Ohio
and
Greater Cleveland Regional Transit Authority

THIS AGREEMENT is made and entered, pursuant to Chapter 306.30 et. seq. of the Ohio Revised Code, by and between Cuyahoga County, Ohio (hereinafter “County”), and the Greater Cleveland Regional Transit Authority (hereinafter “GCRTA”), both of whom are parties corporate and politic, and shall become binding upon the later of the signing by the President of the Cuyahoga County Board of County Commissioners or the signing by the President of the Board of the Greater Cleveland Regional Transit Authority.

WITNESSETH:

WHEREAS, The GCRTA has previously issued an Invitation to Bid No. 2005-165, for traffic signals, communications, and lighting, including the installation of fiber optic cabling (Project No. 38-CO5B) under Euclid Avenue, as part of the Euclid Corridor Project; and,

WHEREAS, The GCRTA has awarded contract (GCRTA Contract Nos./Project Nos. 38 C-02 and C-03 to the lowest responsive and responsible bidders with unit pricing for the installation of conduit for the fiber optic cables (“GCRTA Contract”); and,

WHEREAS, the County will be in need of fiber optic conduit and cabling to service the new County Administration Complex and the County’s emergency operations center at East 30th Street, and running from the County Information Services Center at 1255 Euclid Avenue to a new county administration building to be located at the South East corner of the intersection of Euclid Avenue and East 9th Street; and thence westerly down Euclid Avenue to the County Justice Center (the “County Fiber Conduit Run”); and,

WHEREAS, the consolidation of the future County fiber optic project with the GCRTA’s present fiber optic project will eliminate the duplication of the expense of trenching and restoring Euclid Avenue and other street and will save the County thousands of dollars; and,

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GCRTA and the County agree as follows:

1. As part of Project No. 38-C05B of the Euclid Corridor Project, the GCRTA shall cause to be constructed and installed the conduit, pull boxes (with pull strings), and manholes described in the Statement of Work attached hereto and incorporated herein as Exhibit "A", in accordance with the design specifications prepared by Wilbur Smith & Associates dated _____, and prepared for Project No. 38-CO5B.

2. As part of Project No. 38-C-02 of the Euclid Corridor Project, the GCRTA shall cause to be constructed and installed the conduit, pull boxes (with pull strings), and manholes described in the Statement of Work attached hereto and incorporated herein as Exhibit "A", in accordance with the design specifications prepared by Wilbur Smith & Associates dated _____, and prepared for Project No. 38-CO5B.

3. As part of Project No. 38-C-03 of the Euclid Corridor Project, the GCRTA shall cause to be constructed and installed the conduit, pull boxes (with pull strings), and manholes described in the Statement of Work attached hereto and incorporated herein as Exhibit "A", in accordance with the design specifications prepared by Wilbur Smith & Associates dated _____, and prepared for Project No. 38-CO5B.

4. GCRTA has provided the County with estimates of the cost of constructing the County's Fiber Conduit Run, copies of which are attached hereto and incorporated herein as Exhibit "B". GCRTA shall negotiate a change order with the Contractor pursuant to the GCRTA Contract for the County Fiber Conduit Run, at the original GCRTA Contract unit prices, without markup, profit, or additional costs.

5. GCRTA agrees to require and cause the Contractor(s) to construct and install the County's Communications Lines in accordance with the terms and conditions of the GCRTA Contract and Change Order, and within such time frame and schedule as is approved by the County and set forth in the Statement of Work. To the extent permissible under the GCRTA Contract, GCRTA shall cause the Contractor(s) to name the County as an additional insured on all liability and property damage insurance policies held by the Contractor and GCRTA. In the event of Contractor(s) default, GCRTA shall enforce on behalf of and at the request of the County, all appropriate contractual remedies against the Contractor(s) with regard to the County Fiber Conduit Run.

6. The County shall pay GCRTA a total amount not to exceed the sum of \$_____ for all costs of construction and installation of the County Fiber Conduit Run, including but not limited to contract administration costs. GCRTA shall pay the Contractor(s) on behalf of the County, in accordance with a process to be determined by separate agreement of the parties. GCRTA shall provide the County with copies of all periodic payment applications from the Contractor(s) for the construction and installation of the County Fiber Conduit Run. The County must approve all payment applications received from the Contractor(s) prior to GCRTA providing payment to the Contractor(s).

7. Subject to the terms and conditions of the Agreement between the City of Cleveland and the GCRTA entitled "Restated General Agreement between the Greater Cleveland Regional Transit Authority and the City of Cleveland for the Euclid Corridor Transportation Project " dated October 7, 2003, upon receipt of the final payment from the County, GCRTA shall convey all right, title and interest in said conduit, pull boxes (with pull strings), and manholes comprising the County Fiber Conduit Run, to the County for its exclusive ownership, use, operation, and maintenance. GCRTA shall also transfer to the County all contractor and manufacturer warranties applicable to County Fiber Conduit Run. Except as stated in Paragraph 3 of this Agreement, the County has no liability or responsibility for any costs, expenses, losses, damages, or liabilities arising from the installation or construction of the County Fiber Conduit Run.

8. All other terms and conditions regarding the installation of the conduit shall be governed by the terms and conditions of the GCRTA Contract GCRTA and the GCRTA's Invitation for Bid No. 2005-165.

9. GCRTA shall cooperate with the County in the County's efforts to obtain from the City of Cleveland such permits, easements, or other consents as may be required by law, ordinance, or regulation, for the installation and maintenance of the County Fiber Conduit Run in the right-of-way.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties below.

Greater Cleveland Regional Transit Authority,

By: _____
Name: _____
Title: President of the Board of the Greater
Cleveland Regional Transit Authority

Date: _____

County of Cuyahoga, Ohio

By: _____
Name: _____
Title: President of the Board of County Commissioners

Date: _____