

RESOLUTION NO. 2009-62

AUTHORIZING AN INTERAGENCY AGREEMENT WITH THE CITY OF CLEVELAND FOR THE ESTABLISHMENT OF AN ESCROW ACCOUNT USED TO FUND REPAIR/REPLACEMENT OF CERTAIN CATCH BASINS FOR A TWENTY (20) YEAR PERIOD

WHEREAS, the City of Cleveland ("City") and the Greater Cleveland Regional Transit Authority ("GCRTA") agreed to the terms of returning control of certain catch basins located along Euclid Avenue back to the City at the completion of the Euclid Corridor Transportation Project ("ECTP"); and

WHEREAS, the City and GCRTA agreed to establish an escrow account out of which repairs and replacement of certain catch basins would be paid; and

WHEREAS, the City and GCRTA agreed that GCRTA would place one hundred thousand and 00/100 dollars (\$100,000.00) into the account upon signing the Interagency Agreement; and

WHEREAS, the City and GCRTA agreed that the account would be in place for twenty (20) years from the date of the Interagency Agreement; and

WHEREAS, the City and GCRTA agreed that any amounts remaining in the escrow account at the conclusion of the twenty years, including any and all interest accrued, would be paid to GCRTA and the account closed.

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/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority be and he is hereby authorized to enter into an Interagency Agreement substantially in the form set forth in Attachment A hereto with City of Cleveland for the transfer of maintenance and control responsibilities over catch basins along Euclid Avenue, including the establishment of an escrow account.

Section 2. That said escrow account shall be funded from the RTA Development Fund, ECTP Department budget in the amount of \$100,000.00 with 100% Local funds.

Section 3. That the terms of the Interagency Agreement shall be in substantially the form as those contained in Attachment A hereto.

Section 4. That this resolution shall take effect immediately upon its adoption.

Attachment: Interagency Agreement between RTA and the City of Cleveland.

Adopted: July 28, 2009



President

Attest: 

CEO, General Manager/Secretary-Treasurer

**INTER-AGENCY AGREEMENT
FOR
MAINTENANCE OF CERTAIN CATCH BASINS ALONG EUCLID AVENUE
BETWEEN
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND
THE CITY OF CLEVELAND**

THIS AGREEMENT is made and entered into this _____ day of July 2009, by and between THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY ("GCRTA"), a regional transit authority and a political subdivision of the State of Ohio organized pursuant to Ohio Revised Code Section 306.35, and the CITY OF CLEVELAND ("City"), a political subdivision of the State of Ohio, under the authority of Ordinance No. 1504-05 which was adopted on August 3, 2005.

RECITALS

- A. In October 2003, GCRTA and the City (the "Parties") entered into the "Agreement Between The City of Cleveland And The Greater Cleveland Regional Transit Authority For The Euclid Corridor Transportation Project" ("Project") that established reciprocal duties between the parties pertaining to the Project;
- B. The Parties agreed that maintenance and control over Euclid Avenue would revert to the City upon final completion of the Project;
- C. The Parties have agreed upon terms under which the City will take responsibility for maintenance and control of catch basins along Euclid Avenue, including the establishment of an escrow account to cover extraordinary maintenance and repair costs of certain specified catch basins.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City and GCRTA consent to the establishment of an escrow account for the placement of one hundred thousand and 00/100 dollars (\$100,00.00) ("Escrow Amount") over the course of twenty (20) years ("term").
2. Said escrow account will be held by National City Bank and governed by the terms of the Escrow Agreement, attached hereto and incorporated herein as Exhibit A.
3. Upon the signing of this Agreement by GCRTA, GCRTA shall deposit the Escrow Amount into the account.
4. The Escrow Amount shall be used exclusively for the catch basins specifically designated in dark highlight on Exhibit B, attached hereto and incorporated herein, as they are the only catch basins subject to the terms of this Agreement.
5. If monies are needed for maintenance of the catch basins designated in Exhibit B, then either (1) the repairs will be made and paid for by GCRTA out of the Escrow Amount or (2) the repairs will be made by the City and refunded by GCRTA out of the Escrow Amount.
6. Twenty (20) years from the date of this Agreement, any remaining Escrow Amount will be returned to GCRTA and the escrow account will be closed in accordance with the terms of the Escrow Agreement.
7. Any and all interest accruing on the Escrow Amount will be paid by the escrow account holder to GCRTA when the escrow account is closed.

WHEREOF, the parties have set their hands as of the dates and year set forth below.

THE GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

By: _____
Joseph A. Calabrese
CEO, General Manager/
Secretary-Treasurer

Date: _____, 2007

APPROVED AS TO LEGAL FORM.

By: _____
Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs

Date: _____, 2009

THE CITY OF CLEVELAND

By: _____
FRANK JACKSON
Mayor

Date: _____, 2009

And

By: _____
JOMARIE WASIK
Director of Public Service

Date: _____, 2009

Approved As To Legal Form:

Robert J. Triozzi, Director of Law

By: _____
Richard Horvath
Assistant Director of Law

Date: _____, 2009

EXHIBIT A
ESCROW AGREEMENT

THIS AGREEMENT, made and entered into by and among the Greater Cleveland Regional Transit Authority ("GCRTA") and the City of Cleveland ("City") and NATIONAL CITY BANK ("Agent"), executed this _____ day of _____, 2009.

WITNESSETH:

WHEREAS, GCRTA and City have entered into an Agreement, to which this Exhibit is attached as Exhibit A, to establish an escrow account for the purpose of holding the sum of one hundred thousand and 00/100 (\$100,000.00) which will be used to make repairs on certain Catch Basins located along Euclid Avenue in the City of Cleveland, Ohio; and

WHEREAS, GCRTA and the City have agreed that this escrow agreement will remain in place for twenty (20) years from the date of the Agreement;; and

WHEREAS, GCRTA and the City have agreed that any amounts remaining in the escrow agreement twenty years from the date of the Agreement will be returned to GCRTA and the escrow account will be closed-; and

WHEREAS, GCRTA and City are desirous that Agent be recognized and designated as Escrow Agent.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and agreements, the parties hereto agree as follows, to-wit:

1. This Agreement shall not change any of the rights, duties, privileges, or responsibilities in the above referenced Agreement, except as may be provided herein.
2. The amount so held by Agent, including any interest income earned therefrom, shall by described as "catch basin escrow" and shall be held according to the terms of this Escrow Account.
3. One hundred thousand and 00/100 (\$100,000) shall be delivered by GCRTA to Agent, as Escrow Agent, at or about the time of the signing of the Agreement by GCRTA, and the escrow amount shall be held for the benefit of City, but be held by Agent until released as hereinafter set out.
4. Agent, as directed by GCRTA, shall promptly invest and reinvest said retainage in such interest bearing instruments as are available to such accounts through Agent, provided, however, that such investment shall be liquid so as to allow Agent to release said funds as provided for in this Agreement.
5. Agent shall, for each party, within fifteen (15) days after receipt of written request by GCRTA or City, render an accounting of the escow account, together with a description of the investments made and the value thereof, including interest accrued.

6. Agent shall promptly release such portion of the escrow account to GCRTA at such time or times as shall be specified in a joint written notice signed by GCRTA and City. In the absence of such joint notice, Agent shall promptly pay over said escrow to such person or persons such amounts as shall be directed in a decree or judgment of a court of competent jurisdiction rendered in an action establishing the rights of the parties hereto.
7. Upon payment by Agent of all the amounts contained in the escrow, according to the terms of this Escrow Agreement, this Agreement shall terminate and be of no further force or effect.
8. Agent's fee for rendering services in connection herewith shall not exceed \$1,000 and is to be paid from the escrow account. In accordance with Ohio Revised Code ("RC"), this amount shall be charged against the income earned and shall be the lesser of the income earned or \$1,000.
9. Agent may resign at any time by giving thirty (30) days notice, in writing, to GCRTA and City. A successor escrow agent shall then be immediately chosen by GCRTA and City, and in the event of their failure or refusal to do so, Agent shall, by appropriate conveyance, transfer and convey all property then held pursuant to this Escrow Agreement to GCRTA.
10. GCRTA and City agree that Agent may act upon any written and signed notice purported to have been written by the proper party and believed by Agent to be genuine so long as it shall act in good faith, and that Agent shall not be liable to either the GCRTA or City as a result of any such action taken in good faith in accordance with this paragraph.
11. Every notice to be given under this Agreement shall, under all circumstances, be in writing and signed and shall be delivered to all parties hereto personally or by mail to the address of the respective party set out as follows:

TO THE CITY:

Name
Address
Tax ID #

TO THE AGENT:

National City Bank
Lorrie S. Harper
Senior Vice President, Public Funds
1900 East Ninth St Locator 01-2154
Cleveland, OH 44114

TO THE GCRTA:

Name: GCRTA, Director of Accounting,
Address: 1240 W. 6th St., Cleveland, OH 44113

12. Other conditions (enter "None" if not applicable): NONE
13. This Escrow Agreement constitutes the entire Agreement between the parties hereto and may be changed only by written instrument executed by all. This Escrow Agreement shall be construed according to the laws of the State of Ohio and shall inure to the benefit of and be enforceable by and against the parties hereto, their heirs, assigns, transferees, and personal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

"CITY"

By:

(Signature)

(Printed or Typed)

Title:

"OWNER"

"GCRTA"

By: _____

(Printed or Typed)

Title:

"AGENT"

National City now a Part of PNC

By:

(signature)

Lorrie S. Harper
Senior Vice President

CONTRACT C-02
Catch Basins w/o Rebar

Date: 02/21/08

Item No.	Contract No.	Plan Sheet	Structure No.	Stationing	Type
1	C02	PP101	D1	092+36.69 14.26 RT	CB-1
2	C02	PP108	D1	098+55.34 20.75 RT	CB-1
3	C02	PP108	D6	098+66.76 19.43 RT	CB-1
4	C02	PP108	D5	100+08.73 34.74 RT	CB-1
5	C02	PP108	D3	100+02.78 35.57 RT	CB-1
6	C02	PP109	D3	102+42.68 26.58 RT	CB-1A
7	C02	PP109	D4	102+45.00 26.00 LT	CB-1A
8	C02	PP109	D9	104+55.00 26.00 RT	CB-1A
9	C02	PP111	D1	112+97.19 26.00 RT	CB-1A
10	C02	PP111	D4	113+30.96 26.00 RT	CB-1A
11	C02	PP111	D7	115+98.91 30.00 RT	CB-1A
12	C02	PP111	D9	116+67.26 30.00 RT	CB-1
13	C02	PP112	D2	118+86.78 30.00 RT	CB-1
14	C02	PP112	D4	119+78.11 33.9 RT	CB-1
15	C02	PP112	D5	122+35.62 27.97 RT	CB-1
16	C02	PP113	D1	123+44.00 30.41 RT	CB-1
17	C02	PP113	D3	124+58.24 30.00 RT	CB-1A
18	C02	PP113	D5	125+83.00 30.00 RT	CB-1A
19	C02	PP114	D13	128+28.20 24.32 RT	CB-1A
20	C02	PP114	D2	128+60.87 23.00 LT	CB-1A
21	C02	PP114	D1	128+45.95 33.88 RT	CB-1
22	C02	PP114	D4	128+77.53 81.34RT	CB-1A
23	C02	PP114	D5	129+04.58 59.07 RT	CB-1A
24	C02	PP114	D6	129+42.73 30.01 RT	CB-1
25	C02	PP114	D9	130+09.45 30.00 RT	CB-1
26	C02	PP114	D10	131+00.00 30.00 RT	CB-1
27	C02	PP115	D1	130+00.75 30.00 RT	CB-1
28	C02	PP115	D4	134+94.23 36.00 LT	CB-1
29	C02	PP115	D5	135+60.05 36.00 RT	CB-1
30	C02	PP115	D6	136+50.00 36.00 LT	CB-1
31	C02	PP115	D8	136+50.00 36.00 LRT	CB-1
32	C02	PP115	D9	136+87.77 51.05 RT	CB-1
33	C02	PP115	D15	137+35.82 50.89 RT	CB-1
34	C02	PP115	D11	137+35.39 58.96 LT	CB-1
35	C02	PP115	D14	137+75.65 28.96 RT	CB-1
36	C02	PP116	D8	139+80.00 28.00 RT	CB-1
37	C02	PP116	D7	142+11.83 34.00 LT	CB-1
38	C02	PP116	D9	142+99.94 29.36 RT	CB-1
39	C02	PP117	D1	145+32.10 31.00 RT	CB-1
40	C02	PP117	D2	146+21.00 41.98 LT	CB-1
41	C02	PP117	D4	148+12.17 38.59 LT	CB-1A
42	C02	PP117	D6	148+90.63 53.79 RT	CB-1
43	C02	PP117	D9	149+27.64 34.31 LT	CB-1

CONTRACT C-02
Catch Basins w/o Rebar

Date: 02/21/08

Item No.	Contract No.	Plan Sheet	Structure No.	Stationing	Type
44	C02	PP118	D2	151+80.95 32.39 LT	CB-1
45	C02	PP118	D4	152+52.45 35.24 RT	CB-1
46	C02	PP118	D3	152+58.45 35.48 RT	CB-1
47	C02	PP118	D6	154+88.83 70.08 LT	CB-1
48	C02	PP119	D2	155+34.02 43.22 LT	CB-1
49	C02	PP119	D4	155+48.78 38.5 RT	CB-1
50	C02	PP119	D6	157+38.07 36.86 RT	CB-1
51	C02	PP119	D8	159+66.74 30.00 RT	CB-1
52	C02	PP119	D10	160+40.81 30.00 LT	CB-1
53	C02	PP101	D2	604+60.00 37.39 RT	CB-1
54	C02	PP102	D5	605+05.31 38.33 LT	CB-1
55	C02	PP102	D1	605+10.31 38.36 LT	CB-1
56	C02	PP102	D3	607+34.92 37.56 RT	CB-1
57	C02	PP109	D12	104+99.37 48.22 RT	CB-1
58	C02	PP112	D6	121+07.08 33.56 RT	CB-1
59	C02	PP112	D3	121+42.73 49.95 RT	CB-1
60	C02	PP101	D2	604+60.00 37.59 RT	CB-1
61	C02	PP101	D5	604+55.00 37.6 RT	CB-1
62	C02	PP101	D4	604+00.00 37.60 RT	CB-1A
63	C02	PP102	D3	607+34.92 37.56 RT	CB-1
64	C02	PP102	D9	607+30.00 37.6 RT	CB-1
65	C02	PP107B	D3	705+11.80 33.90 LT	CB-1
66	C02	PP107B	D2	705+16.80 33.90 LT	CB-1
67	C02	PP104	D5	070+00.50 12.10 LT	CB-1
68	C02	PP104	D2	070+05.50 12.60 LT	CB-1
69	C02	PP104	D3	073+41.60 26.20 RT	CB-1
70	C02	PP104	D4	073+36.50 26.20 RT	CB-1
71	C02	PP105	D2	074+25.00 26.50 RT	CB-1
72	C02	PP104	D1	089+42.00 23.40 LT	CB-1
73	C02	PP107	D5	094+26.50 23 LT	CB-1
74	C02	PP107	D4	094+31.50 23.00 LT	CB-1

60 CB-1

14 CB-1A

CONTRACT C-03
Catch Basins w/o Rebar

Date: 02/21/08

Item No.	Contract No.	Plan Sheet	Structure No.	Stationing	Type
1	C03	PP121	D1	165+02.56 31.53 LT	CB-1
2	C03	PP121	D3	165+39.53 33.00 RT	CB-1
3	C03	PP121	D2	165+17.09 32.11 RT	CB-1
4	C03	PP121	D6	166+05.46 35.64 LT	CB-1
5	C03	PP121	D5	165+99.47 35.41 LT	CB-1
6	C03	PP121	D10	168+83.70 83.45 LT	CB-1
7	C03	PP121	D11	168+42.87 69.99 RT	CB-1
8	C03	PP121	D12	168+82.96 70.00 RT	CB-1
9	C03	PP121	D14	169+37.00 38.50 RT	CB-1
10	C03	PP121	D15	170+02.39 38.50 LT	CB-1
11	C03	PP122	D1	170+74.45 37.68 RT	CB-1
12	C03	PP122	D3	173+52.89 26.54 RT	CB-1A
13	C03	PP122	D4	174+00.88 34.27 LT	CB-1
14	C03	PP122	D5	174+60.19 26.00 RT	CB-1A
15	C03	PP122	D6	175+46.48 34.00 LT	CB-1
16	C03	PP123	D2	177+56.73 34.58 LT	CB-1
17	C03	PP123	D3	177+85.09 30.20 RT	CB-1
18	C03	PP123	D4	178+94.23 38.03 LT	CB-1
19	C03	PP123	D6	180+49.70 38.50 RT	CB-1
20	C03	PP123	D7	180+93.33 38.50 LT	CB-1
21	C03	PP124	D1	182+76.06 40.50 LT	CB-1
22	C03	PP124	D2	184+68.89 36.27 RT	CB-1
23	C03	PP124	D5	184+94.85 36.85 LT	CB-1
24	C03	PP124	D4	184+88.85 37.10 LT	CB-1
25	C03	PP124	D6	185+91.96 32.65 LT	CB-1
26	C03	PP124	D7	185+98.01 32.40 LT	CB-1
27	C03	PP124	D6	185+00.00 34.00 RT	CB-1
28	C03	PP125	D1	188+19.37 26.00 LT	CB-1A
29	C03	PP125	D2	188+31.64 27.37 LT	CB-1A
30	C03	PP125	D4	188+40.51 34.00 RT	CB-1A
31	C03	PP125	D3	190+81.31 32.45 LT	CB-1
32	C03	PP125	D7	191+14.89 34.00 RT	CB-1A
33	C03	PP126	D4	193+10.89 40.50 LT	CB-1
34	C03	PP126	D2	192+74.10 38.14 RT	CB-1
35	C03	PP126	D1	192+68.11 37.90 RT	CB-1
36	C03	PP126	D6	194+93.61 61.03 RT	CB-1
37	C03	PP126	D8	196+99.01 39.22 LT	CB-1A
38	C03	PP126	D7	197+00.00 37.19 RT	CB-1
39	C03	PP127	D1	198+31.96 34.00 LT	CB-1
40	C03	PP127	D2	198+31.50 35.00 RT	CB-1A
41	C03	PP127	D8	203+00.00 39.55 LT	CB-1
42	C03	PP128	D2	204+40.98 30.49 RT	CB-1
43	C03	PP128	D3	205+15.00 38.50 LT	CB-1

CONTRACT C-03
Catch Basins w/o Rebar

Date: 02/21/08

Item No.	Contract No.	Plan Sheet	Structure No.	Stationing	Type
44	C03	PP128	D4	205+97.02 30.50 RT	CB-1
45	C03	PP128	D5	206+03.00 30.50 RT	CB-1
46	C03	PP128	D6	207+28.52 38.50 LT	CB-1
47	C03	PP128	D7	207+34.51 38.50 LT	CB-1
48	C03	PP128	D10	207+81.24 30.50 RT	CB-1
49	C03	PP128	D9	207+75.24 30.50 RT	CB-1
50	C03	PP129	D3	209+44.36 38.50 RT	CB-1
51	C03	PP129	D4	209+50.37 38.51 RT	CB-1
52	C03	PP129	D1	209+50.04 30.51 RT	CB-1
53	C03	PP129	D24	209+45.04 30.51 RT	CB-1
54	C03	PP128	D11	208+92.91 30.50 RT	CB-1
55	C03	PP129	D6	210+81.98 38.60 LT	CB-1A
56	C03	PP129	D5	210+79.93 38.50 LT	CB-1
57	C03	PP129	D7	211+04.21 30.55 RT	CB-1
58	C03	PP129	D22	212+11.91 62.49 RT	CB-1
59	C03	PP129	D8	212+44.07 50.20 LT	CB-1A
60	C03	PP129	D9	212+20.11 50.20 LT	CB-1A
61	C03	PP129	D18	212+29.46 156.56 LT	CB-1A
62	C03	PP129	D19	212+57.73 160.33 LT	CB-1
63	C03	PP129	D20	212+59.81 154.70 LT	CB-1
64	C03	PP129	D13	213+51.52 54.20 LT	CB-1
65	C03	PP129	D14	213+65.93 50.18 LT	CB-1
66	C03	PP129	D15	213+65.00 28.07 RT	CB-1
67	C03	PP129	D16	213+71.00 28.07 RT	CB-1
68	C03	PP130	D2	216+08.48 74.12 LT	CB-1
69	C03	PP130	D1	215+80.11 62.84 LT	CB-1
70	C03	PP130	D3	216+75.02 35.70 RT	CB-1
71	C03	PP130	D4	216+80.99 36.00 RT	CB-1
72	C03	PP130	D8	218+67.30 75.61 LT	CB-1
73	C03	PP130	D10	218+60.23 38.13 RT	CB-1
74	C03	PP130	D11	219+36.95 36.59 RT	CB-1
75	C03	PP130	D12	219+42.97 36.44 RT	CB-1
76	C03	PP131	D16	221+81.38 67.50 LT	CB-1
77	C03	PP130	D15	219+37.88 41.03 LT	CB-1
78	C03	PP131	D1	221+37.03 39.11 LT	CB-1
79	C03	PP131	D4	221+95.45 29.20 RT	CB-1
80	C03	PP131	D8	223+53.46 30.12 RT	CB-1
81	C03	PP131	D10	225+29.96 31.38 RT	CB-1
82	C03	PP131	D15	225+23.95 31.21 RT	CB-1
83	C03	PP131	D14	225+38.81 58.43 LT	CB-1
84	C03	PP131	D13	225+11.86 57.38 LT	CB-1
85	C03	PP132	D2	225+68.00 32.73 LT	CB-1
86	C03	PP132	D1	225+62.00 32.77 LT	CB-1

CONTRACT C-03
Catch Basins w/o Rebar

Date: 02/21/08

Item No.	Contract No.	Plan Sheet	Structure No.	Stationing	Type
87	C03	PP132	D3	227+74.87 87.78 RT	CB-1
88	C03	PP132	D4	228+17.16 79.23 RT	CB-1
89	C03	PP132	D6	227+93.13 65.21 LT	CB-1
90	C03	PP132	D9	228+71.15 40.00 LT	CB-1
91	C03	PP132	D13	228+63.87 30.00 RT	CB-1
92	C03	PP132	D10	228+57.87 30.00 RT	CB-1
93	C03	PP133	D2	231+58.96 43.41 LT	CB-1
94	C03	PP133	D3	231+69.02 35.59 RT	CB-1
95	C03	PP133	D4	231+67.01 35.57 RT	CB-1
96	C03	PP133	D6	232+30.34 71.44 LT	CB-1
97	C03	PP133	D5	232+00.66 69.18 LT	CB-1A
98	C03	PP133	D8	232+82.76 70.84 RT	CB-1
99	C03	PP133	D17	232+81.55 39.99 RT	CB-1
100	C03	PP133	D9	232+87.56 39.99 RT	CB-1
101	C03	PP133	D11	232+90.55 39.02 LT	CB-1
102	C03	PP133	D10	232+84.55 39.00 LT	CB-1
103	C03	PP133	D13	234+36.71 34.12 LT	CB-1
105	C03	PP133	D12	234+30.71 34.40 LT	CB-1
106	C03	PP133	D18	234+74.16 36.46 RT	CB-1
107	C03	PP133	D15	236+11.04 30.00 RT	CB-1
108	C03	PP134	D1	238+02.55 30.00 LT	CB-1
109	C03	PP134	D2	238+08.57 30.00 LT	CB-1
110	C03	PP134	D3	238+22.15 61.93 LT	CB-1
111	C03	PP134	D4	238+56.77 36.88 LT	CB-1
112	C03	PP134	D5	238+54.61 51.58 RT	CB-1
113	C03	PP134	D14	240+59.68 34.00 LT	CB-1A
114	C03	PP134	D8	240+65.68 34.00 LT	CB-1A
115	C03	PP134	D7	240+82.51 34.00 RT	CB-1
116	C03	PP134	D6	240+76.51 34.00 RT	CB-1
117	C03	PP134	D9	241+23.52 61.51 LT	CB-1
118	C03	PP134	D11	241+51.62 34.11	CB-1A
119	C03	PP134	D13	242+0.95 41.71 RT	CB-1A
120	C03	PP135	D1	242+61.58 36.72 RT	CB-1
121	C03	PP135	D3	244+90.52 40.50 RT	CB-1
122	C03	PP135	D4	244+90.98 38.50 LT	CB-1
123	C03	PP135	D6	245+77.79 73.69 RT	CB-1
124	C03	PP135	D8	245+72.39 38.50 RT	CB-1
125	C03	PP135	D7	246+37.66 38.50 RT	CB-1
126	C03	PP135	D9	246+58365 40.50 LT	CB-1
127	C03	PP135	D10	246+71.92 40.50 LT	CB-1
128	C03	PP135	D12	247+41.97 40.50 LT	CB-1
129	C03	PP135	D11	247+35.97 40.50 LT	CB-1
130	C03	PP136	D1	248+02.36 36.49 RT	CB-1

CONTRACT C-03
Catch Basins w/o Rebar

Date: 02/21/08

Item No.	Contract No.	Plan Sheet	Structure No.	Stationing	Type
131	C03	PP136	D4	249+67.53 34.00 RT	CB-1
132	C03	PP136	D5	250+38.42 41.84 LT	CB-1A
133	C03	PP136	D6	250+55.46 34.02 LT	CB-1A
134	C03	PP136	D8	251+06.34 34.00 RT	CB-1
135	C03	PP136	D11	251+99.56 34.00 RT	CB-1
136	C03	PP136	D9	251+66.21 34.00 LT	CB-1
137	C03	PP137	D1	2153+84.70 34.00 RT	CB-1
138	C03	PP137	D2	253+90.70 34.00 RTR	CB-1
139	C03	PP137	D3	253+99.11 43.30 LT	CB-1
140	C03	PP137	D5	254+67.67 34.00 LT	CB-1A
141	C03	PP137	D4	254+61.67 34.00 LT	CB-1A
142	C03	PP137	D6	255+80.12 34.00 RT	CB-1
143	C03	PP137	D7	256+25.01 34.00 LT	CB-1A
144	C03	PP137	D8	256+31.05 34.00 LT	CB-1A
145	C03	PP137	D10	257+03.26 37.55 RT	CB-1
146	C03	PP137	D11	257+70.59 33.93 RT	CB-1
147	C03	PP137	D12	257+76.58 33.83 RT	CB-1
148	C03	PP139	D2	260+41.85 39.72 RT	CB-1
149	C03	PP139	D1	260+35.80 39.51 RT	CB-1
150	C03	PP139	D3	261+33.39 38.50 LT	CB-1
151	C03	PP139	D4	261+39.27 38.50 RT	CB-1
152	C03	PP139	D5	251+39.41 40.50 RT	CB-1
153	C03	PP139	D9	261+82.79 50.63 RT	CB-1
154	C03	PP139	D11	261+88.68 81.67 RT	CB-1
155	C03	PP139	D13	262+23.04 79.24 RT	CB-1A
156	C03	PP139	D15	262+70.35 40.50 LT	CB-1
157	C03	PP139	D21	262+64.33 40.50 LT	CB-1
158	C03	PP139	D14	262+63.85 38.50 RT	CB-1
159	C03	PP139	D18	265+41.66 36.28 LT	CB-1
160	C03	PP139	D17	265+47.55 34.24 RT	CB-1
161	C03	PP140	D1	265+56.54 34.09 RT	CB-1
162	C03	PP140	D2	265+76.83 52.63 RT	CB-1
163	C03	PP127	D3	202+28.07 36.00 RT	CB-1
164	C03	PP139	D7	261+77.09 75.74 LT	CB-1
165	C03	PP139	D8	262+15.06 77.40 LT	CB-1

141 CB-1
24 CB-1A

CONTRACT C-04

Catch Basins w/o Rebar

Date: 02/21/08

Item No.	Contract No.	Plan Sheet	Structure No.	Stationing	Type
1	C04	PP140	D1	266+89.99 34.00 LT	CB-1
2	C04	PP140	D5	269+02.65 34.00 LT	CB-1
3	C04	PP140	D9	269+51.54 36.98 RT	CB-1
4	C04	PP140	D10	270+75.01 40.50 RT	CB-1
5	C04	PP141	D2	271+89.20 43.88 LT	CB-1
6	C04	PP141	D4	272+28.33 44.83 LT	CB-1
7	C04	PP141	D6	272+57.11 43.96 RT	CB-1
8	C04	PP141	D8	273+35.24 38.50 RT	CB-1
9	C04	PP141	D13	275+38.14 34.55 LT	CB-1
10	C04	PP142	D1	276+60.02 30.15 RT	CB-1
11	C04	PP142	D2	276+65.02 30.01 RT	CB-1
12	C04	PP142	D3	277+31.03 36.17 LT	CB-1
13	C04	PP142	D7	277+64.17 31.66 RT	CB-1
14	C04	PP142	D9	279+48.12 59.45 LT	CB-1
15	C04	PP142	D10	279+71.59 72.69 LT	CB-1
16	C04	PP142	D11	280+03.10 36.94 LT	CB-1
17	C04	PP142	D12	279+90.00 56.04 RT	CB-1
18	C04	PP142	D13	280+19.47 52.68 RT	CB-1
19	C04	PP142	D14	281+85.46 34.00 LT	CB-1
20	C04	PP142	D14	281+90.26 34.00 LT	CB-1
21	C04	PP142	D15	281+95.05 30.00 RT	CB-1
22	C04	PP143	D3	282+53.16 34.86 LT	CB-1
23	C04	PP143	D4	282+58.16 34.96 LT	CB-1
24	C04	PP143	D9	283+20.28 30.00 RT	CB-1
25	C04	PP143	D10	283+75.33 30.00 RT	CB-1
26	C04	PP143	D12	285+15.00 36.21 RT	CB-1
27	C04	PP143	D21	285+20.00 36.45 RT	CB-1
28	C04	PP143	D14	286+45.92 63.27 RT	CB-1
29	C04	PP143	D15	286+90.18 70.38 RT	CB-1
30	C04	PP143	D16	286+35.41 59.58 LT	CB-1
31	C04	PP143	D23	286+85.02 80.11 LT	CB-1
32	C04	PP143	D17	286+85.15 75.11 LT	CB-1
33	C04	PP143	D24	286+93.22 41.74 LT	CB-1
34	C04	PP143	D18	287+41.92 33.56 LT	CB-1
35	C04	PP143	D25	287+47.01 33.45 LT	CB-1
36	C04	PP144	D11	287+65.02 33.16 LT	CB-1
37	C04	PP144	D13	287+64.91 37.26 RT	CB-1
38	C04	PP143	D26	287+48.91 37.59 RT	CB-1

CONTRACT C-04

Catch Basins w/o Rebar

Date: 02/21/08

Item No.	Contract No.	Plan Sheet	Structure No.	Stationing	Type
39	C04	PP145	D15	287+44.04 37.72 RT	CB-1
40	C04	PP145	D10	291+35.00 25.61 RT	CB-1
41	C04	PP145	D7	293+64.43 46.68 LT	CB-1A
42	C04	PP144	D6	292+25.00 45.28 LT	CB-1E
43	C04	PP144	D7	292+63.22 24.35 RT	CB-1
44	C04	PP145	D7	293+67.43 23.57 RT	CB-1
45	C04	PP145	D9	296+90.00 45.28 LT	CB-1
46	C04	PP145	D4	295+20.00 22.88 RT	CB-1
47	C04	PP145	D5	295+25.00 47.07 LT	CB-1
48	C04	PP145	D10	296+90.00 24.72 RT	CB-1B
49	C04	PP146	D1	299+00.00 23.00 RT	CB-1
50	C04	PP146	D15	299+46.64 45.00 LT	CB-1
51	C04	PP146	D16	299+51.64 45.00 LT	CB-1
52	C04	PP146	D6	300+20.00 45.00 LT	CB-1
53	C04	PP146	D1	300+25.00 45.00 LT	CB-1
54	C04	PP146	D7	301+50.00 45.00 LT	CB-1
55	C04	PP146	D8	301+50.00 25.00 RT	CB-1
56	C04	PP146	D10	302+00.00 49.34 LT	CB-1
57	C04	PP147	D1	302+60.00 20.80 RT	CB-1
58	C04	PP146	D12	303+42.21 24.68 RT	CB-1
59	C04	PP147	D10	304+06.61 25.00 RT	CB-1
60	C04	PP147	D2	304+60.00 25.00 RT	CB-1
61	C04	PP147	D5	305+07.61 54.95 LT	CB-1
62	C04	PP148	D2	310+20.00 41.00 LT	CB-1
63	C04	PP148	D1	310+20.00 38.00 RT	CB-1
64	C04	PP148	D3	311+20.00 38.00 RT	CB-1
65	C04	PP148	D5	311+77.00 62.00 RT	CB-1
66	C04	PP148	D4	311+25.00 40.00 RT	CB-1
67	C04	PP148	D8	312+31.13 86.85 RT	CB-1A
68	C04	PP148	D10	312+37.43 73.42 LT	CB-1B
69	C04	PP148	D11	312+88.00 40.50 LT	CB-1
70	C04	PP148	D12	312+85.00 38.50 RT	CB-1
71	C04	PP149	D1	317+70.00 25.50 LT	CB-1
72	C04	PP150	D1	317+80.00 38.50 RT	CB-1
73	C04	PP150	D2	317+85.00 38.50 RT	CB-1
74	C04	PP150	D4	318+24.24 61.64 RT	CB-1
75	C04	PP150	D7	319+53.07 38.44 RT	CB-1
76	C04	PP150	D8	318+95.00 32.72 RT	CB-1

CONTRACT C-04
Catch Basins w/o Rebar

Date: 02/21/08

Item No.	Contract No.	Plan Sheet	Structure No.	Stationing	Type
77	C04	PP151	D1	324+37.30 52.49 RT	CB-1
78	C04	PP151	D3	325+29.28 53.24 LT	CB-1
79	C04	PP151	D4	325+70.00 52.49 RT	CB-1
80	C04	PP151	D5	327+00.00 52.49 RT	CB-1
81	C04	PP152	D2	329+50.00 48.46 RT	CB-1
82	C04	PP152	D5	332+14.70 68.30 RT	CB-1
83	C04	PP152	D8	332+80.00 31.50 RT	CB-1
84	C04	PP153	D1	334+30.00 31.04 RT	CB-1
85	C04	PP153	D3	335+30.00 31.00 RT	CB-1
86	C04	PP153	D4	335+75.00 31.00 LT	CB-1
87	C04	PP153	D2	334+80.00 31.00 LT	CB-1
88	C04	PP153	D6	337+10.00 31.00 RT	CB-1
89	C04	PP153	D7	337+25.00 31.00 LT	CB-1
90	C04	PP154	D1	339+50.00 30.81 LT	CB-1
91	C04	PP154	D2	340+25.00 30.50 LT	CB-1
92	C04	PP154	D3	340+30.00 30.50 LT	CB-1
93	C04	PP154	D7	342+30.00 30.50 LT	CB-1
94	C04	PP154	D8	342+50.00 30.50 RT	CB-1
95	C04	PP154	D9	343+25.00 30.50 LT	CB-1
96	C04	PP154	D11	344+20.02 33.92 LT	CB-1
97	C04	PP155	D1	344+75.01 33.92 LT	CB-1
98	C04	PP154	D12	343+32.66 59.73 RT	CB-1
99	C04	PP155	D12	345+75.43 80.39 RT	CB-1
100	C04	PP155	D3	347+28.14 79.33 RT	CB-1
101	C04	PP155	D4	347+70.02 30.50 LT	CB-1
102	C04	PP155	D5	347+75.00 30.50 RT	CB-1
103	C04	PP155	D6	348+50.02 30.57 LT	CB-1
104	C04	PP155	D7	349+25.00 30.50 LT	CB-1
105	C04	PP156	D1	350+70.00 30.50 RT	CB-1
106	C04	PP156	D2	351+65.02 30.50 LT	CB-1
107	C04	PP156	D7	352+86.02 30.50 LT	CB-1
108	C04	PP156	D8	353+30.00 30.50 RT	CB-1
109	C04	PP156	D12	354+70.00 29.50 LT	CB-1
110	C04	PP157	D1	356+34.99 29.50 LT	CB-1
111	C04	PP157	D3	356+75.00 26.83 RT	CB-1
112	C04	PP157	D4	357+52.99 25.06 LT	CB-1
113	C04	PP157	D8	359+25.00 27.28 RT	CB-1
114	C04	PP157	D9	359+39.51 50.77 LT	CB-1
115	C04	PP157	D2	359+94.98 29.50 LT	CB-1

CONTRACT C-04
Catch Basins w/o Rebar

Date: 02/21/08

Item No.	Contract No.	Plan Sheet	Structure No.	Stationing	Type
116	C04	PP157	D12	360+10.00 29.50 RT	CB-1
117	C04	PP158	D1	364+39.99 31.00 LT	CB-1A
118	C04	PP158	D3	385+25.00 31.00 RT	CB-1
119	C04	PP158	D2	364+90.00 31.00 RT	CB-1
120	C04	PP158	D4	365+24.99 31.00 LT	CB-1
121	C04	PP158	D5	365+60.00 31.00 LT	CB-1
122	C04	PP158	D6	365+50.00 30.98 RT	CB-1
123	C04	PP158	D5	365+60.00 31.00 LT	CB-1
124	C04	PP158	D7	366+24.99 31.00 LT	CB-1
125	C04	PP159	D1	367+24.47 48.47 RT	CB-1
126	C04	PP159	D2	367+90.00 30.98 RT	CB-1
127	C04	PP159	D4	370+13.99 24.00 LT	CB-1
128	C04	PP141	D1	271+49.93 40.50 RT	CB-1
129	C04	PP146	D11	300+00.00 25.00 RT	CB-1
130	C04	PP146	D12	300+20.00 43.84 LT	CB-1
131	C04	PP160	D1	373+54.44 24.00 LT	CB-1
132	C04	PP160	D2	373+74.59 24.00 RT	CB-1
133	C04	PP160	D12	378+65.60 65.20 RT	CB-1
134	C04	PP161	D1	378+50.00 24.00 LT	CB-1
135	C04	PP161	D3	379+50.00 24.00 LT	CB-1
136	C04	PP161	D4	380+00.00 24.00 LT	CB-1
137	C04	PP161	D7	379+91.62 24.00 RT	CB-1
138	C04	PP161	D6	379+46.62 24.00 RT	CB-1
139	C04	PP153	D10	353+75.00 31.50 LT	CB-1
140	C04	PP157	D10	339+69.00 48.48 LT	CB-1
141	C04	PP140	D12	266+05.10 55.93 RT	CB-1

NOTE: BOLDDED AND SHADED ITEMS ARE BEING FABRICATED WITH REBAR UNDER CONTRACTOR PROTEST (PCO 113 @54 UNITS)

141 - 54 = 87 UNITS TO REPLACE

↳ [84 CB-1
3 CB-1A
54 CB-1 WITH ADDITIONAL REBAR.



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

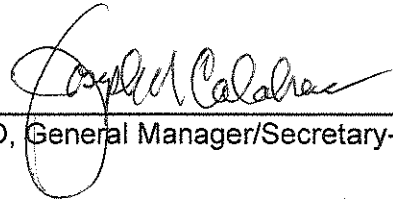
TITLE/DESCRIPTION:		Resolution No.:
CONTRACT:	INTERAGENCY AGREEMENT WITH THE CITY OF CLEVELAND REGARDING ECTP CATCH BASINS	2009-62
VENDOR:	ESCROW ACCOUNT TO BE HELD AT NATIONAL CITY BANK	Date: July 23,2009
AMOUNT:	\$100,000.00	Initiator: Euclid Corridor Transportation Project Department
ACTION REQUEST:		
<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 Authority to enter into an interagency agreement with the City of Cleveland to establish an escrow account for a period of twenty years, which will hold funds for the repair/replacement of 285 CB-1 catch basins installed as part of the Euclid Corridor project. This action will also grant the General Manager/Secretary-Treasurer authority to deposit one hundred and 00/100 dollars (\$100,000.00) in the escrow account to be held at National City Bank.
- 2.0 DESCRIPTION/JUSTIFICATION: During the Euclid Corridor project construction it was discovered that the contractors had installed 285 City of Cleveland Standard CB-1 catch basins without the required steel reinforcement. The catch basin supplier provided data supporting the structural design of the basins provided. GCRTA and the City agreed that the catch basins could remain in place as long as GCRTA would fund repairs/replacement of the catch basins if they deteriorated prematurely. This agreement establishing the \$100,000.00 escrow account for a period of 20 years fulfills that requirement.
- 3.0 PROCUREMENT BACKGROUND: None
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: The Office of Business Development does not conduct Affirmative Action reviews or set DBE participation goals on governmental Interagency Agreements.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: This action will be funded from the RTA Development Fund, ECTP Department budget in the amount of \$100,000.00 with 100% Local Funds due to the length of the escrow account agreement. GCRTA has deducted approximately \$105,000.00 from the ECTP C-02, C-03, and C-04 construction contractors for installing non-conforming catch basin materials.
- 7.0 ALTERNATIVES: Reject the agreement. Reject the interagency agreement. Rejection of this agreement will cause a delay in the transfer of maintenance and control of ECTP catch basins to the City of Cleveland.

- 8.0 RECOMMENDATION: This agreement was reviewed by the Planning and Development Committee at their June 2, 2009 meeting and recommended for approval by the Board of Trustees. It is recommended that the interagency agreement be accepted and the resolution passed.

- 9.0 ATTACHMENTS: None.

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



CEO, General Manager/Secretary-Treasurer