

RESOLUTION NO. 2009-71

AUTHORIZING AN AMENDMENT TO THE INTERAGENCY AGREEMENT WITH THE CITY OF SHAKER HEIGHTS FOR PARTICIPATION IN THE SHAKER HEIGHTS TRAFFIC SIGNAL UPGRADE PROJECT IN THE AMOUNT OF \$85,924.28, FOR A TOTAL AMOUNT NOT TO EXCEED \$1,205,924.28 (RTA DEVELOPMENT FUND, SAFETY DEPARTMENT BUDGET)

WHEREAS, the Board of Trustees of the Greater Cleveland Regional Transit Authority ("Authority") by Resolution No. 2003-006 authorized an Interagency Agreement ("Agreement"), attached hereto as Exhibit A, with the City of Shaker Heights, a political subdivision of the State of Ohio, for participation in the Shaker Heights Traffic Signal Upgrade Project in an amount not to exceed seven hundred twenty thousand & 00/100 dollars (\$720,000.00); and

WHEREAS, the Board of Trustees of the Greater Cleveland Regional Transit Authority by Resolution No. 2004-105 authorized an amendment to the Interagency Agreement with the City of Shaker Heights, a political subdivision of the State of Ohio, in the amount of three hundred thousand & 00/100 dollars (\$300,000.00) due to increased construction costs relative to the Authority's portion of the project, for a total Agreement amount of one million twenty thousand & 00/100 dollars (\$1,020,000.00); and

WHEREAS, the Board of Trustees of the Greater Cleveland Regional Transit Authority by Resolution No. 2006-172 authorized an amendment to the Interagency Agreement with the City of Shaker Heights, a political subdivision of the State of Ohio, in the amount of one hundred thousand & 00/100 dollars (\$100,000.00) due to increased construction costs relative to the Authority's portion of the project, for a total Agreement amount of one million one hundred twenty thousand & 00/100 dollars (\$1,120,000.00); and

WHEREAS, the Shaker Heights Traffic Signal Upgrade Project affected the at-grade operations of the Green and Blue Light Rail Lines; and

WHEREAS, after conclusion of the Traffic Signal Upgrade Project, the Ohio Department of Transportation invoiced a final bill with all costs relative to the Authority's portion of the project, which amounted to an additional eighty five thousand nine hundred twenty four & 28/100 dollars (\$85,924.28), for a total Agreement amount of one million two hundred five thousand nine hundred twenty four & 28/100 dollars (\$1,205,924.28); and

WHEREAS, pursuant to Section 306.43(H)(4) of the Ohio Revised Code, the purchase of goods or services from political subdivisions of the State of Ohio are exempt from the competitive procurement process; and

WHEREAS, the General Manager/Secretary-Treasurer deems the agreed upon increase of eighty five thousand nine hundred twenty four & 28/100 dollars (\$85,924.28) to be advantageous and in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the increase in the Authority's participation in the City of Shaker Heights Traffic Signal Upgrade Project is hereby accepted.

Section 2. That the General Manager/Secretary-Treasurer is hereby authorized to amend said Interagency Agreement to include an additional eighty-five thousand nine hundred twenty-four and 28/100 dollars (\$85,924.28), for a total participation cost not to exceed one million two hundred five thousand nine hundred twenty-four and 28/100 dollars (\$1,205,924.28) and authorize payment of GCRTA's share to the Ohio Department of Transportation.

Section 3. That the terms of the Amendment to the Agreement shall be in substantially the form as those contained in Attachment B hereto.

Section 4. That said increase shall be payable from the GCRTA Development Fund, Safety Department Budget including, but not limited to Capital Grant OH-03-0209. Approval of this increase in grant funding is contingent upon the FTA approval of a budget revision.

Section 5. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the Specifications and Addenda, thereto, if any; the Affirmative Action Plan adopted by the Board of Trustees in Resolution 2009-023; bonding and insurance requirements and all applicable laws relating to the contractual obligations of the Authority.

Section 6. That this resolution shall become effective immediately upon its adoption.

Attachments: Exhibit A – Interagency Agreement with the City of Shaker Heights
Exhibit B – Amendment to the Interagency Agreement

Adopted: August 18, 2009



President

Attest: 

CEO, General Manager/Secretary-Treasurer

INTER-AGENCY AGREEMENT
FOR
TRAFFIC SIGNALS ON SHAKER BOULEVARD
AND VAN AKEN BOULEVARD

BETWEEN

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND
THE CITY OF SHAKER HEIGHTS

THIS AGREEMENT is made and entered into this 13th day of May, 2003, by and between THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (hereinafter designated "GCRTA"), a Regional Transit authority and political subdivision of the State of Ohio pursuant to Ohio Revised Code Section 306.35, pursuant to the authority of GCRTA Resolution No. 2003-006 adopted on January 21, 2003, and the CITY OF SHAKER HEIGHTS (hereinafter designated the "City"), a political subdivision of the State of Ohio, pursuant to the authority of Ordinance No. 03-19 enacted February 24, 2003.

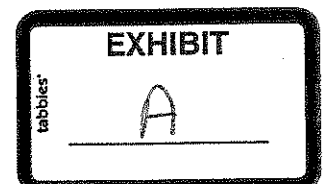
WHEREAS, the GCRTA provides public transportation in the City through its Blue and Green light rail lines; and

WHEREAS, the City is designing and implementing a substantial renovation of its city-wide traffic signal system (hereinafter designated the "Project"); and

WHEREAS, the GCRTA and the City wish to enhance safety and reduce the possibility of collisions between automobiles and rapid transit vehicles by including additional warning devices in the Project.

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

1. GCRTA shall participate in the design and construction of that portion of the Project that involves the design, acquisition and installation of warning devices for its Blue and Green light rail lines, and the interface of such warning devices with the City's traffic control system.
2. GCRTA shall provide to the City, at GCRTA's cost, a design of the rail signals system for incorporation in the Project. Said design may include, without limitation: (a) an input to the traffic signal controller to extend the rail roadway green traffic phase to permit safe passage of GCRTA's trains through intersections; (b) a method to activate "no left turn" signals to be effective only at the approach of a train to an intersection; and (c) such other visual or aural devices and systems as shall enhance the safety of rail trains and automotive vehicles at rail-street intersections. The City shall design and construct a left turn lane at westbound Farnsleigh Road and Van Aken Boulevard, subject to completion of all necessary procedures and the receipt of any necessary approvals.



3. The City shall review the design provided by GCRTA, and if the City approves the design, which approval shall not be unreasonably withheld, it shall be incorporated in the signal system design and approved for construction.

4. In compensation for the City's incorporation of GCRTA's design in its Project design, GCRTA shall pay the City, upon execution of this Agreement, the amount of THIRTY-TWO THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS AND TWENTY CENTS (\$32,526.20); and upon the approval of the design by the City and its approval for construction, GCRTA shall pay the City the additional amount of TWENTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY-THREE DOLLARS AND EIGHTY CENTS (\$27,473.80), for a total amount of SIXTY THOUSAND DOLLARS (\$60,000).

5. The City and GCRTA shall agree to and enter into such agreements with the Ohio Department of Transportation as may be necessary to effectuate construction of the Project, including GCRTA's signal system. Said agreement shall include a method for identifying GCRTA's share of the construction costs, and shall specify which party owns and has maintenance responsibility for each portion of the Project. Said agreement shall also include a provision, to be agreed upon by the parties, that authorizes either party to take action, if necessary, to maintain or repair the portion of the completed Project that is owned by the other party, if that party fails after reasonable notice to maintain its portion of the Project, at the cost of the party failing to maintain its portion of the Project.

6. In addition to the payments set forth in paragraph 4 above, GCRTA shall pay the City or its designee an amount not to exceed SIX HUNDRED SIXTY THOUSAND DOLLARS (\$660,000) for construction of GCRTA's portion of the Project. Any costs incurred over and above that amount shall be subject to the prior written approval of GCRTA's General Manager or Board of Trustees, in accordance with GCRTA's policies and procedures. The City will not authorize work to construct any portion of GCRTA's signal system improvements whose cost exceeds the maximum authorized by GCRTA stated herein without the express approval of GCRTA in writing. Any contracts entered into by the City for the construction of GCRTA's portion of the Project shall be conditioned on approval by GCRTA of any costs over the maximum stated herein. If any changes in the design of the Project requested by GCRTA cause the costs of any portion of the Project to increase over the originally budgeted or agreed-to amounts, such cost overruns shall be the responsibility of GCRTA.

7. The City and GCRTA acknowledge that funding for GCRTA's portion of the Project cost may be provided by grants from the Federal Transit Administration, and that all requirements in connection therewith shall be incorporated in the Project as applicable.

8. The parties hereto shall design and construct the Project in such manner as to prevent or minimize any disruption to GCRTA's rail service. Any such planned disruption to rail service shall be subject to GCRTA's concurrence and the provision of sufficient advance notice to GCRTA to permit it to plan and provide alternative service and advance notice thereof to the riding public.

9. The parties hereto agree that any and all Project contracts for design and construction services shall name GCRTA as a third-party beneficiary of such contracts and shall contain provisions acceptable to GCRTA concerning the contractors' obligations to GCRTA with respect to liability, indemnity and insurance coverages.

10. The parties hereto acknowledge that other agreements between them, including but not limited to the Mass Transit System Transfer Agreement dated September 5, 1975, may include provisions affecting this Agreement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands as of the dates and year set forth below.

Signed in the presence of:

**THE GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**

WITNESSES:

1. *[Signature]*

By:

[Signature]

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

2. *Charlene Sustarsic*

Date:

May 6, 2003

APPROVED AS TO FORM:

By *Sheryl King Benford*
Sheryl King Benford, General Counsel
Deputy General Manager-Legal Affairs

Date:

May 6, 2003

Signed in the presence of:

CITY OF SHAKER HEIGHTS

WITNESSES:

1. K. P. Masley
2. Paul Kud

By: J. Rawson
Mayor Judith H. Rawson

Date: 5/21/03

And

By: F. Brichacek
Frank J. Brichacek
Director of Finance

Date: May 19, 2003

APPROVED AS TO FORM:

By William M. Ondrey Gruber
William M. Ondrey Gruber
Assistant Director of Law

Date: May 13, 2003

cont03/0219RTAsignal

ORDINANCE NO. 03-19
BY: Kenneth J. Kovach

Authorizing an Inter-Agency Agreement for traffic signals on Shaker Boulevard and Van Aken Boulevard relative to the City-wide Traffic Signalization Project (Greater Cleveland Regional Transit Authority).

WHEREAS, the City is implementing a City-wide Traffic Signalization Project (the "Project"); and

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) provides public transportation in the City through its Blue and Green light rail lines; and

WHEREAS, the City and GCRTA wish to enhance the safety of traffic and public transportation in the City and, specifically, to reduce the possibility of collisions between automobiles and rapid transit vehicles by including additional warning devices in the City's Project; and

WHEREAS, GCRTA has authorized the payment to the City of SIXTY THOUSAND DOLLARS (\$60,000) for the design and SIX HUNDRED SIXTY THOUSAND DOLLARS (\$660,000) for construction of safety improvements to the traffic signalization system for the operation of the GCRTA rapid transit trains in the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. The Mayor is hereby authorized and directed to enter into an Inter-Agency Agreement with the Greater Cleveland Regional Transit Authority (GCRTA) relative to the City-wide Traffic Signalization Project, to accept payment by GCRTA for the design and construction costs of GCRTA's safety improvements to the traffic signalization system relative to the operation of the GCRTA rapid transit trains in the City. Said agreement shall be in the form as approved by the Director of Law.

Section 2. This ordinance shall take effect from and after the earliest time allowed by law.

Enacted February 24, 2003.

Approved this ____ day of _____, 2003.

JUDITH H. RAWSON, Mayor

Attest:

JERI E. CHAIKIN
Clerk of Council

**AMENDMENT TO THE
INTERAGENCY AGREEMENT
FOR
TRAFFIC SIGNALS ON SHAKER BOULEVARD
AND VAN AKEN BOULEVARD**

BETWEEN

**THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND
THE CITY OF SHAKER HEIGHTS**

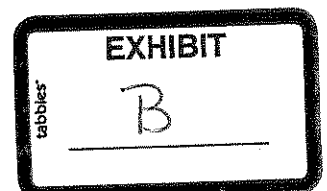
The GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (hereinafter designated "GCRTA"), and the CITY OF SHAKER HEIGHTS (hereinafter designated the "City"), hereby AMEND the AGREEMENT entered into between these parties on May 13, 2003, as previously amended, for the design and construction of the portion of the City's renovation of its city-wide traffic signal system (the "Project") that involves the design, acquisition and installation of warning devices for its Blue and Green light rail lines, and the interface of such warning devices with the City's traffic control system.

WHEREAS, the GCRTA and the City wish to AMEND their Agreement to increase the amount of GCRTA's financial participation in the Project and to modify other provisions as set forth in this AMENDMENT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to REPLACE paragraphs 5 and 6 with the following:

5. The City and GCRTA shall agree to and enter into such agreements with the Ohio Department of Transportation as may be necessary to effectuate construction of the Project, including GCRTA's signal system. The City and GCRTA also agree to enter and shall enter into an agreement for the purpose of identifying which party owns and has maintenance responsibility for each portion of the Project. Said agreement shall also include a provision, to be agreed upon by the parties, that authorizes either party to take action, if necessary, to maintain or repair the portion of the completed Project that is owned by the other party, if that party fails after reasonable notice to maintain its portion of the Project, at the cost of the party failing to maintain its portion of the Project.

6. In addition to the payments set forth in paragraph 4 above, GCRTA shall pay directly to the Ohio Department of Transportation an amount not to exceed one million one hundred forty-five nine hundred twenty-four & 28/100 dollars (\$1,145,924.28) for a total Agreement amount of one million two hundred five thousand nine hundred twenty-four and 28/100 dollars (\$1,205,924.28) for construction of GCRTA's portion of the Project. GCRTA shall provide written notice to the City of such payments at the time each such payment is made. GCRTA's authority to so agree and to amend this agreement to increase its share of the Project cost is attached hereto and incorporated herein as Agreement Amendment Exhibit A. Any costs incurred over and above that amount shall be subject to the prior written approval of GCRTA's General Manager or Board of Trustees, in accordance with GCRTA's policies and procedures. The City will not authorize work to construct any portion of GCRTA's signal system improvements whose cost exceeds the maximum authorized by GCRTA stated herein without the express approval of GCRTA in writing. Any contracts entered into by the City for the



construction of GCRTA's portion of the Project shall be conditioned on approval by GCRTA of any costs over the maximum stated herein.

It is also agreed that this AMENDMENT shall be incorporated into the original AGREEMENT, as previously amended. The original AGREEMENT, as amended, between the parties shall remain in full force and effect except as it is modified by this AMENDMENT.

IN WITNESS WHEREOF, authorized representatives of the parties to this AMENDMENT to the AGREEMENT have signed as of the dates and year set forth below.

Signed in the presence of:

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

WITNESSES:

By: _____

1. _____

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

2. _____

Date: _____

Signed in the presence of:

CITY OF SHAKER HEIGHTS

WITNESSES:

By: _____

1. _____

Mayor Earl Leiken

2. _____

Date: _____

And

By: _____

Robert Baker
Finance Director

Date: _____

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

CITY OF SHAKER HEIGHTS

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Sheryl King Benford
General Counsel, Deputy
General Manager for Legal Affairs

Margaret Cannon
Law Director

Date: _____

Date: _____

Project 240 – E. 55th Rapid Transit Station Reconstruction Force Account Plan

A. PROJECT SCOPE

The proposed East 55th Street Station will be located near the intersection of East 55th Street and Interstate 490, across from the I-490 ramp. The site is bounded by East 55th Street to the west and Bower Avenue to the south. The new station head house and main entrance to the station will be located at this site and will front a new bus loop and passenger parking area, both of which will be accessed via the old Bower Avenue right-of-way. The loop and parking area shall require all new grading, pavement, and utilities. In addition, the reopening of Bower Avenue onto East 55th shall require the reconfiguration of the traffic signal at the E55th / Bower intersection.

The proposed station building will sit at the top of the slope of the hillside to provide access to the tracks along the Kingsbury Run. A canopy will front on E. 55th to introduce the building to the street and to provide shelter for RTA patrons transferring from bus or walking. The station building is approximately 2700 square feet constructed out of cast-in-place concrete, masonry, and membrane roofing. Foundations are deep cast-in-place caissons.

At track level, a stair and elevator tower is located between the tracks to provide passengers a safe, enclosed means of moving down to the platform, or back up to street-level. The tower element is approximately 60 feet high as it rises from a 33-foot depression down at the main track level. The headhouse and tower will be linked by an enclosed pedestrian bridge, which will span over 60-feet in length. Materials are steel framing, masonry, metal wall panels, and metal standing-seam roofing. Cast-in-place concrete platforms will extend from either side of the stair / elevator tower for passenger loading. Foundations are deep cast-in-place caissons for both the stair / elevator tower and the platform.

Work also includes realignment of the rail tracks and significant adjustment of signal and overhead catenary components.

The specific work will require the following:

Engineering Staff:

- Full time Construction Superintendent
- Full time Inspector
- Part time Administrator
- Part time Design Project Manager
- Part time Manager Quality Assurance / Quality Control

Rail Staff:

- Rail Manager – meeting attendance
- Facilities Maintenance – meeting attendance

- Signal crew – assist in signal wire / appliance relocation
- Overhead crew – complete catenary wire relocations

Other Staff:

- IT Support – information systems hook-ups / startup

B. PROJECT EXECUTION

1. Contracted Work

The design was contracted out to an A/E firm. The A/E prepared construction documents and provides assistance during the construction phase of the project.

The construction will be performed by a contractor awarded through sealed bid procurement.

For the administration of the construction, consultants will be engaged for some inspection, schedule review and monitoring of cost control.

2. RTA Performed Work

2.1 Force Account Estimate – Construction Phase

Summary estimate of construction phase is attached. Following are item by item descriptions covered by the estimate:

- a. Construction Superintendent – Manage the construction phase of the project including document control, reporting, submittal reviews, schedule monitoring, processing change order requests, assuring conformance to design documents, and acceptance of the work.
- b. Inspector – Provision for an RTA inspector to inspect daily work activities, especially for weekend outages and overnight work.
- c. Administrator – Provision for a part time Administrator to process documents and maintain project records.
- d. Design Project Manager – Meeting attendance and coordination with A/E for any design related issues.
- e. Rail Manager – Attendance by rail supervisor(s) to construction meetings to coordinate activities by the rail department.
- f. Facilities Maintenance – During construction will assist Contractor in facility access. During startup and commissioning, will attend training and assist in preparing the facility for occupancy.

g. Signal Crew – During cut-overs for signal components to be relocated to construct the station, signal maintainers must be onsite to coordinate. Assumes a 4 man crew and overtime, as this work must be done after service / weekends.

h. Overhead Crew – Overhead crew must complete the following work: relocation of disconnect switch; removal of overhead wire on WB main; reinstallation of overhead wire on WB main; adjustment of overhead wires EB/WB after track adjustment; coordination for communication tie-in to substation; support of signal track power shutdowns. Assumes a 4-man crew and overtime, as this work must be done after service / weekends.

i. IT Support – Support from the IT department for communications connections into main RTA system.

j. Reproduction – Reproduction of plans and documents for RTA personnel associated with the project.

k. Administrative Materials – Account for purchases of miscellaneous administrative materials, such as flagging supplies or file folders, to execute the project.

l. Rail Materials – Account for purchases of miscellaneous rail materials, such as hooks, hangers, or supports, to execute the project.

C. JUSTIFICATION

Both the design and construction phases of the project are being performed by the contractor to the maximum extent possible. GCRTA's own forces perform work only when outside contractors could not satisfactorily be substituted. Specifically the justification of using GCRTA force account staff is based on the following FTA approved guidelines:

1. Exclusive Expertise – Rail operations staff must be used for safely managing service disruptions or cutovers since these functions are an integral part of the Authorities basic function. The power department providing power shutdown is essential to maintain continuity of power to the overall rail network. Power Department also must complete all overhead wire work to ensure conformity with RTA train requirements.

2. Cost Savings – Due to familiarity of the existing communication and power infrastructure, GCRTA forces can perform the work with minimum expenditure of time and effort, and risk of costly disruptions of service. Outside contractors would need extensive training in the operation of the rail network and the particulars of the infrastructure to perform the outlined functions at several times the cost. Safety of the rail operation would also be a serious concern, if the functions were performed by outside contractors.

2009 RTA Force Account Estimate - Construction Phase

Project Name/Number: 240 - E55th RTS Reconstruction

Project Description: Reconstruction of E55th Rapid Transit Station

Proposed Start Date: August 10, 2009

Proposed End Date: July 10, 2011

ESTIMATED LABOR (please complete the shaded fields)

Description	Base Wage	Hours Worked	Total
Construction Manager	\$34.00 X	4160	\$141,440.00
Inspector - straight time	\$26.00 X	3328	\$86,528.00
Inspector - overtime	\$39.00 X	832	\$32,448.00
Project Manager	\$32.00 X	416	\$13,312.00
Manager - Q/A	\$42.00	416	\$17,472.00
Administrator	\$26.00 X	2080	\$54,080.00
Rail Manager (meetings)	\$42.00 X	208	\$8,736.00
Facilities Maintenance (2 people)	\$60.00 X	160	\$9,600.00
Signal Crew (4 people / ovhd)	\$225.00 X	160	\$36,000.00
Overhead Crew (4 people / ovhd)	\$225.00 X	240	\$54,000.00
IT Support	\$30.00 X	80	\$2,400.00
Total Base Wages			\$456,016.00
32.20 % of base wages (fringe benefits, BWC, etc.)			\$146,837.15
111.243 % of indirect costs			\$507,285.42
Total Labor Estimate			\$1,110,138.57

ESTIMATED EXPENSES: INCLUDES MATERIAL, EQUIPMENT, ETC. (please complete the shaded field)

Description	Cost per Unit	Quantity	Unit Type	Total
Misc Reproduction	\$5,000.00 X	1	LS	\$5,000.00
Administrative Materials	\$5,000.00 X	1	LS	\$5,000.00
Rail Materials	\$20,000.00 X	1	LS	\$20,000.00
		X		\$0.00
		X		\$0.00
		X		\$0.00
		X		\$0.00
		X		\$0.00
		X		\$0.00
		X		\$0.00
		X		\$0.00
Base Materials				\$30,000.00
Total Materials Estimate				\$30,000.00

TOTAL ESTIMATED PROJECT COST \$1,140,138.57
(labor + expenses such as materials & equipment)

Prepared by: Donald Tereba

Title: Resident Engineer

Date: 13-Aug-09



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AMENDING THE INTERAGENCY AGREEMENT WITH THE CITY OF SHAKER HEIGHTS FOR THE TRAFFIC SIGNAL UPGRADE PROJECT AMOUNT: \$85,924.28	Resolution No.: 2009-71
	Date: August 13, 2009
	Initiator: Safety
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 amend an Interagency Agreement with the City of Shaker Heights originally approved by the Board of Trustees in Resolution 2003-006 for participation in the Shaker Heights Traffic Signal Upgrade Project.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority is responsible for increased construction costs relative to the Authority's portion of the Project. Said costs include the use of LED signal bulbs, hiring of flaggers, and track circuit modifications.
- 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, Safety Department budget in the amount of \$85,924.28 with 100% Local Funds.
- 7.0 **ALTERNATIVES:** Reject the agreement. Reject the amendment to the interagency agreement. Rejection of this amendment to the Agreement will cause RTA to make a direct payment to the Ohio Department of Transportation for the Authority's portion of the work.
- 8.0 **RECOMMENDATION:** It is recommended that the amendment to 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

