

RESOLUTION NO. 2015-6

AUTHORIZING AN INTERAGENCY AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO FUND A PORTION OF THE IMPROVEMENTS TO THE AUTHORITY'S QUINCY/EAST 105<sup>TH</sup> STREET STATION, UNDER SECTION 2 OF THE OPPORTUNITY CORRIDOR PROJECT (RTA DEVELOPMENT FUND, ENGINEERING AND PROJECT DEVELOPMENT BUDGET)

WHEREAS, the Ohio Department of Transportation ("ODOT") is designing and implementing the construction of roadway improvements for Section 2 of the Opportunity Corridor Project from East 93rd Street to Quebec Avenue, including the East 105<sup>th</sup> Bridge over GCRTA and Norfolk Southern tracks located in the City of Cleveland; and

WHEREAS, ODOT has committed, in their approved environmental document, to fund 80% (up to \$3,200,000.00) of a project to extend the platform and construct a new ADA-compliant entrance to the Authority's Quincy/East 105<sup>th</sup> Street Station which is included in Section 2 of the Opportunity Corridor Project; and

WHEREAS, the Authority has committed to provide the remaining cost of the project at an approximate cost of \$800,000.00 based on a preliminary estimate of \$4,000,000.00; and

WHEREAS, Section 2 of the Opportunity Corridor Project will begin construction in 2015.

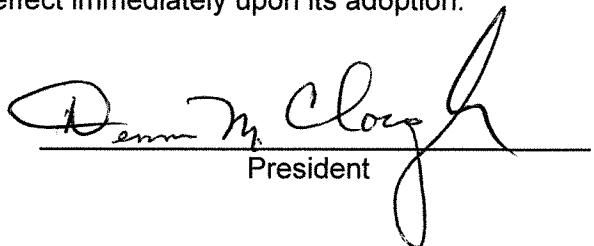
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority be and is hereby authorized to enter into an Interagency Agreement with the Ohio Department of Transportation for Section 2 of the Opportunity Corridor Project.

Section 2. That the Interagency Agreement will be payable from the RTA Development Fund, Engineering & Project Development Department Budget, including but not limited to 100% Local Funds in the amount of eight hundred thousand dollars (\$800,000.00) to the Ohio Department of Transportation to extend the platform and construct a new ADA-compliant entrance to the Authority's Quincy/East 105<sup>th</sup> Street Station.

Section 3. That this resolution shall take effect immediately upon its adoption.

Adopted: January 20, 2015

  
\_\_\_\_\_  
President

Attested:   
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

TITLE/DESCRIPTION: CONTRACT: INTERAGENCY AGREEMENT FOR SECTION 2 OF THE OPPORTUNITY CORRIDOR PROJECT  VENDOR: OHIO DEPARTMENT OF TRANSPORTATION  AMOUNT: \$800,000.00	Resolution No.: 2015-6
	Date: January 15, 2015
	Initiator: Engineering and Project Development
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 Ohio Department of Transportation (ODOT) for Section 2 of the Opportunity Corridor project (the "Project").
  
- 2.0 DESCRIPTION/JUSTIFICATION: As part of their commitments in the approved environmental document, ODOT has committed to fund 80% (up to \$3,200,000.00) of a project to extend the platform at and construct a new ADA-compliant entrance to the Authority's Quincy/East 105<sup>th</sup> Street Station which is included in Section 2 of the Opportunity Corridor Project. Section 2 of the Opportunity Corridor Project is from East 93rd Street to Quebec Avenue, including the East 105<sup>th</sup> Bridge over GCRTA and Norfolk Southern tracks located in the City of Cleveland.  
  
 This agreement formalizes the roles and responsibilities of each party and GCRTA's financial commitment toward construction of the Project, preliminarily estimated to cost \$4,000,000.00.
  
- 3.0 PROCUREMENT BACKGROUND: N/A
  
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: N/A
  
- 5.0 POLICY IMPACT: Entering into this Agreement allows GCRTA to fund its portion of the Project which will be constructed by ODOT.
  
- 6.0 ECONOMIC IMPACT: The Interagency Agreement will be payable from the RTA Development Fund, Engineering & Project Development Department Budget, including but not limited to 100% Local Funds in the amount of eight hundred thousand dollars (\$800,000.00) to ODOT to extend the platform at and construct a new ADA-compliant entrance to the Authority's Quincy/East 105<sup>th</sup> Street Station.
  
- 7.0 ALTERNATIVES: Reject the interagency agreement. Rejection of this agreement will inhibit ODOT from being able to make these improvements that will provide GCRTA customers with an extended platform and new ADA-compliant entrance at East 105<sup>th</sup> Street and more convenient transfers between the Red Line and the Route 10 bus line.

- 8.0 RECOMMENDATION: The staff recommends that the interagency agreement be accepted and the resolution passed.
- 9.0 ATTACHMENTS: Attachment A - Form of the agreement is attached.

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

  
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer

ODOT USE ONLY

AGREEMENT NO: 26888

**AGREEMENT BETWEEN  
OHIO DEPARTMENT OF TRANSPORTATION  
AND  
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
OPPORTUNITY CORRIDOR SECTION 2; CUY-10-20.98; PID 98695**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2015, between the State of Ohio, acting by and through the Director of the Ohio Department of Transportation, hereinafter referred to as the STATE, and the Greater Cleveland Regional Transit Authority, hereinafter referred to as the AUTHORITY.

**1. PURPOSE**

- 1.1 The STATE has undertaken the construction of the Opportunity Corridor Project Section 2; CUY-10-20.98; PID 98695, (the "ODOT Project") from E. 93<sup>rd</sup> Street to Quebec Avenue, including the E. 105<sup>th</sup> Street Bridge over GCRTA and Norfolk Southern tracks located in the City of Cleveland, for the purpose of improving traffic flow by integrating local streets with larger roadways, thereby providing greater opportunities for development, neighborhood investment, and jobs within the City of Cleveland.
- 1.2 The Final Environmental Statement/Record of Decision (FEIS/ROD) for the Opportunity Corridor Project was approved by the Federal Highway Administration on May 1, 2014.
- 1.3 The approved FEIS/ROD provides for Environmental Commitments and Mitigation measures for Public Transportation.
- 1.4 The mitigation measure in the approved FEIS/ROD for Public Transportation states, "*ODOT (STATE) will fund 80 percent (up to \$3.2 million) of a project to extend the platform at and construct a new ADA-compliant entrance to the GCRTA E. 105<sup>th</sup> Street–Quincy Avenue train station*" (the "STATION WORK").
- 1.5 It is in the best interest of the AUTHORITY and the STATE, that the STATE include the STATION WORK as part of the ODOT Project.

**2. DURATION OF TERM**

- 2.1 This Agreement shall terminate after final acceptance of the ODOT Project and in accordance with the Compensation provision contained herein.

**3. COMPENSATION**

- 3.1 As stipulated in the FEIS/ROD, the STATE will fund 80% of the cost of the STATION WORK up to a maximum of Three Million Two Hundred Thousand Dollars (\$3,200,000.00). In consideration of the STATE including the STATION WORK as part of the ODOT Project, the AUTHORITY agrees to assume and bear one hundred percent (100%) of the entire cost of the STATION WORK less the amount of State funds set aside by the Director of Transportation for the financing of the STATION WORK. The AUTHORITY's payment for its share of the STATION WORK is due prior to opening bids for the ODOT Project upon receipt of an invoice that is based on the Engineer's Estimate for the cost of the STATION WORK. The AUTHORITY's share of the STATION WORK is Eight Hundred Thousand Dollars (\$800,000.00) based on the Preliminary Estimate of Four Million Dollars (\$4,000,000.00) for the cost of the STATION WORK. The AUTHORITY's ultimate cost for its share of the STATION WORK will be determined after the STATION WORK has been completed and after final acceptance of the ODOT Project.

**4. DISPUTE RESOLUTION**

- 4.1 In the event there is a dispute, the AUTHORITY and the STATE may submit the dispute to mediation by a third party who is mutually acceptable. The mediation process shall be established and controlled by the mediator who shall be reimbursed for services equally by the AUTHORITY and the STATE.
- 4.2 If mediation efforts fail, the parties may, upon agreement, elect to arbitrate the dispute. Arbitration shall be binding upon the parties if agreed to with the cost of the arbitration to be shared equally. The form of arbitration may vary and, is again, at the option of the AUTHORITY and the STATE.

**5. AVAILABILITY OF PUBLIC RIGHT-OF-WAY**

- 5.1 The STATE will include the area required for the STATION WORK in the proposed right-of-way limits for the project.

**6. AVAILABILITY OF FUNDS**

- 6.1 It is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to §126.07 of the Ohio Revised Code.

**7. REPRESENTATIVES**

- 7.1 For purposes of this Project, the representative for the AUTHORITY will be Michael J. Schipper, P.E., Deputy General Manager - Engineering and Project Management, or such other person designated by him. The representative for the STATE will be Myron S. Pakush, ODOT District 12 Deputy Director, or such other person designated by him.

**8. TERMS AND CONDITIONS**

8.1 A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.

**9. SIGNATURES**

9.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be duly executed in duplicate as to the day and year first above written.

**THE STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION**

**GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY**

By \_\_\_\_\_  
**JERRY WRAY  
DIRECTOR OF TRANSPORTATION**

By \_\_\_\_\_  
**JOSEPH A. CALABRESE, CEO  
GENERAL MANAGER/SECRETARY-  
TREASURER**

Date: \_\_\_\_\_

Date: \_\_\_\_\_