

RESOLUTION NO. 2018-58

AUTHORIZING A CONTRACT WITH CLEVELAND STATE UNIVERSITY FOR THE COMPLETION OF AN ECONOMIC IMPACT STUDY IN AN AMOUNT NOT TO EXCEED EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00) (DEVELOPMENT FUND, PROGRAMMING AND PLANNING BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") recognizes that it provides value to Cuyahoga County, and the region's economy through the provision of services and execution of construction projects; and

WHEREAS, the Authority wishes to assess and quantify the value it brings to the local economy; and

WHEREAS, Cleveland State University ("CSU") has completed many local economic impact studies similar in scope and has supplied a comprehensive scope of work to complete a study that meets the Authority's requirements; and

WHEREAS, the Authority wishes to enter into a contract with CSU to perform an economic impact analysis so that the data can be utilized to assess GCRTA's services, develop the 2019 budget, update the Authority's strategic plan, and prepare grants and related documents.

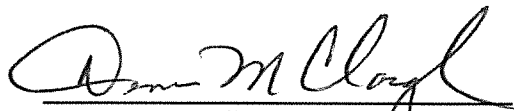
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the CEO, General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority be and he is hereby authorized to enter into a contract with Cleveland State University for the completion of an economic impact study.


Section 2. This study will be funded through the Development Fund, Programming and Planning Budget in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000.00), including but not limited to, One Hundred Percent (100%) Local Funds.

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

Adopted: June 19, 2018



President

Attest: 

CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: CONTRACT: CONTRACT WITH CLEVELAND STATE UNIVERSITY FOR THE COMPLETION OF AN ECONOMIC IMPACT ANALYSIS AMOUNT: NOT TO EXCEED EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00)	Resolution No.: 2018 - 58
	Date: June 14, 2018
	Initiator: Programming and Planning
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 a contract with Cleveland State University ("CSU") for the completion of an economic impact analysis of the Authority's services and spending on the region. This study will provide essential economic data.
- 2.0 **DESCRIPTION/JUSTIFICATION:** GCRTA recognizes that the services it provides, and its spending on projects and payroll, provide positive benefits to the region's economy. The Authority wishes to have those benefits identified and quantified to demonstrate its positive contribution to the region. The most recent economic impact analysis was completed in 1997 and is out of date.

 The economic impact analysis will quantify the economic value that the Authority provides to the regional economy. It will provide data needed for the Authority to assess its services, develop the 2019 budget, update the Authority's strategic plan, and prepare grants and related documents.
- 3.0 **PROCUREMENT BACKGROUND:** N/A
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** N/A
- 5.0 **POLICY IMPACT:** The results of the economic impact analysis will be used to update the Authority's strategic plan this year and to develop the Authority's 2019 budget.
- 6.0 **ECONOMIC IMPACT:** This agreement will be funded through the Development Fund, Programming and Planning Budget in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000.00).
- 7.0 **ALTERNATIVES:** Reject the contract. Rejection of the contract would prevent the Authority from obtaining a comprehensive assessment of its economic value to the region.
- 8.0 **RECOMMENDATION:** The External and Stakeholder Relations and Advocacy Committee discussed this agreement at its June 5, 2018 meeting and referred it to the full Board for consideration.
- 9.0 **ATTACHMENT:** Draft Contract

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

CEO, General Manager/Secretary-Treasurer

DRAFT

CONTRACT BETWEEN THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND "CLEVELAND STATE UNIVERSITY" FOR

"ECONOMIC IMPACT STUDY"

THIS AGREEMENT, entered into as of this _____ day of _____, 2018, by and between the **Greater Cleveland Regional Transit Authority** (hereinafter the "Authority" or "GCRTA"), having an Office located at 1240 W. 6th St., Cleveland, Ohio 44113 and Cleveland State University, a state-supported university and instrumentality of the State of Ohio established pursuant to Ohio Revised Code Section 3344 acting by and through its Board of Trustees, (hereinafter the "Contractor") whose business address is 2121 Euclid Avenue, Cleveland, Ohio 44115-2214.

WITNESSETH: THAT

WHEREAS, the Authority desires to contract with the Contractor to render certain services as hereinafter described in Enclosure A, attached hereto and incorporated herein.

WHEREAS, the Contractor is willing to provide such product(s) and service(s) on the basis of compensation set forth in Enclosure B, attached hereto and incorporated herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Contract with Contractor. The Authority hereby agrees to engage the Contractor and the Contractor agrees to provide the services hereinafter set forth in conformity with all applicable Federal, State, and Local laws to which the Authority and the Contractor and their respective employees are subject.
2. Scope of Services.
 - a) The Contractor shall do, perform, and carry out in a satisfactory, proper, and timely manner the rendering of product and services (hereinafter called the "Services") set forth in the attached Scope of Services (Enclosure A attached hereto), Compensation Schedule (Enclosure B), and Insurance Requirements (Enclosure C attached hereto), all of which are attached hereto and incorporated herein by this reference.
 - b) The Contractor shall report not less than monthly, if requested, the progress of the Services. The Contractor shall, at the request of the Authority, be available to report to the Authority's staff, Board of Trustees, or any committee thereof, progress reports, recommendations and any other information prepared, developed, obtained or related to the Services or the subject matter thereof no more than once every 90 days.
 - c) It is specifically understood and agreed that time is of the essence and goes to the heart of this contract and each and every element thereof; a breach of the time of performance is a breach of this Contract.

- d) The Contractor shall perform its Services ~~under the direction~~ with the advisement of the Authority's Director of Programming and Planning or his/her designee(s), to whom it shall address all reports and submittals.
3. Data to be Furnished to Contractor. The Authority shall provide the Contractor with such access to its records, files, facilities, and personnel as ~~may be reasonably necessary~~ required for the performance of the Services.
4. Personnel.
 - a) The Contractor shall utilize personnel suitable and appropriate to the subject matter of the Contract and the specific portion of the Services involved. Personnel so employed shall be considered employees of the Contractor; under no circumstances shall any such personnel be considered employees of the Authority or as having any contractual relationship therewith.
 - b) None of the Services hereunder shall be subcontracted without the prior written consent of the Authority. In each instance, the Authority must approve any subcontractor and its contract with the Contractor; absent such approval, the Authority shall not compensate Contractor for Services performed by a subcontractor.
 - c) Contractor represents and warrants that neither it nor its personnel to be employed hereunder are under obligation to any other individual, firm, or other entity, which would conflict with or impair their ability to fully perform their services and other obligations hereunder. Contractor further represents and warrants that, if it or any of its personnel to be employed hereunder possess trade secrets or other confidential information of any other individual, firm or other entity under obligation of non-disclosure, they shall perform their services and other obligations hereunder in full compliance with the terms of such obligation.
5. Time of Performance. The term of this contract shall be ~~shall be~~ from July 1, 2018 through June 30, 2019. Any extension of this Contract or Services performed after the end of such term may be authorized in writing only by the General Manager of the Authority.

The Contractor will prepare a short report describing the potential economic impact and community contributions of GCRTA on Cuyahoga County (20-30 pages). Additional materials used in calculations will be provided in appendices. The study will start on July 1, 2018. The draft of the major findings and executive summary will be shared with the Authority by November 15, 2018 in a PowerPoint format on the condition that all requested data required by Contractor has been provided by GCRTA by July 15, 2018. The final draft of the report, including appendices, will be delivered to the Authority by January 9, 2019. The final report will be delivered to the Authority by March 31, 2019.

6. Compensation and Method of Payment.

- a) The Authority agrees to pay the Contractor an amount not to exceed Eighty Five Thousand & 00/100 dollars (\$85,000.00) as full compensation for performance of the contract, on the basis set forth in Enclosure B hereto. The Authority is exempt from all State, excise, and transportation taxes, except the State of Ohio gasoline tax. All prices and rates hereunder shall be exclusive of all such taxes and shall be so construed. All other taxes and governmental impositions upon the product and services, labor and material furnished hereunder shall be paid by the Contractor.
- b) Payments hereunder will only be made upon invoices properly submitted in accordance with this Contract. Invoices shall be submitted monthly for Services performed or costs incurred during the preceding month.
- c) Each invoice submitted shall identify the purchase order issued for this contract. Each invoice shall be supported by a statement of services rendered by the Contractor, identifying the specific services performed, the time involved, the classification of the individual or group performing the Services, and the rate associated therewith.
- d) Final payment shall be made by the Authority only upon satisfactory completion of each and every obligation of the Contractor hereunder and the submittal of all necessary and appropriate documentation required hereunder.
- e) Payments will generally be made within thirty (30) days following approval of the invoice. Such approval or payment shall not constitute acceptance or approval of the product and/or services invoiced. Late payments shall accrue no interest.
- f) ~~Payment will only be made for goods and services accepted delivered and accepted. For goods and services accepted which acceptance is later revoked prior to payment, the payment will be withheld until defects in the nonconforming goods or services are cured and accepted. In the case of serial deliveries and serial invoicing, GCRTA reserves the right to deduct overpayments from current invoice amounts.~~
- g) The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than ten (10) calendar days from receipt of each payment the prime receives from the Authority. The Contractor agrees further to release retainage payments (if applicable) to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Contracting Officer.
- ~~(h) Where a contractor is found by the Authority to have failed to comply with the requirements of the DBE Program, of the prompt payment provisions of this contract, the contractor will be required to take corrective action. If corrective action is not promptly taken by the offending contractor, the following sanctions may be imposed (singly, in any combination, and in addition to any other remedies by law or equity):~~

- ~~1. The Authority may withhold all further payments under the contract.~~
- ~~2. The contractor may be ordered to stop work.~~
- ~~3. The contractor may be terminated for breach.~~
- ~~4. Suspension or debarment proceedings may be commenced in accordance with 49 CFR, Part 29.~~
- ~~5. The Director of Procurement may find the defaulting contractor non-responsible in respect to other solicitations for a stated period of time.~~
- ~~6. Any relevant performance bond(s) may be enforced.~~

7. **Limitation of Costs.** The parties agree that the services hereunder, as presently contemplated, will not cost the Authority more than the amount specified in Paragraph 6(a) above. The Contractor shall notify the Authority in writing whenever the total billings reach eighty-five percent (85%) of the total estimated costs; or the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Authority with a revised estimate of the total cost of performing this contract.

8a. **Indemnification.** ~~To the fullest extent permitted by law and to the full extent of Contractor's intentional, reckless or negligent acts or omissions, the Contractor shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Licensor and its officials, agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits, for Contractor's intentional, reckless or negligent acts or omissions arising out of or resulting from the subject matter of this Agreement, or the acts or omissions of any person or contracted entity directly or indirectly employed or contracted by Contractor. Notwithstanding the foregoing, indemnification shall not apply to and shall not be enforceable against any party that is an instrumentality of the state prevented by law from agreeing to indemnification.~~

~~In the event of negligence or intentional acts or omissions by more than one entity, responsibility for such negligence or intentional acts or omissions will be allocated in accordance with the proportionate share of such entity(ies)' negligence or intentional acts or omissions. Nothing herein shall be construed as making Contractor liable for any claims, actions, judgments, costs, penalties, liabilities, damages or losses and expenses caused by the sole negligence and/or misconduct of GCRTA.~~

~~To the extent that any portion of this provision is found to be in violation of any applicable law, said portion(s) of this provision are stricken but all remaining portions of this provision shall remain in full force and effect. Intentionally omitted.~~

8b. **Insurance.**

- a) The Contractor shall obtain at its own expense the insurance specified in Enclosure C hereto, and shall maintain said insurance in full force and effect at all times during the term of this Contract, including any extensions thereof.
- b) The Contractor shall comply in all respects with the State law known as the Workers Compensation Act, and shall pay into the State Insurance Fund necessary premiums required to cover all employees furnishing labor under

this Contract and under control of the Contractor. The Contractor shall relieve the Authority from any costs due to accidents or other liabilities under this Act.

- c) The Contractor shall not commence performance hereunder until it has obtained all required insurances and furnished satisfactory evidence thereof to the Authority. Contractor shall provide the Authority's Director of Procurement with no less than fifteen (15) days written notice prior to any cancellation or alteration of such policy or coverage. All such policies shall be obtained from companies duly licensed to provide such insurance in the State of Ohio, and having a A-X or better policy holders rating by the A.M. Best and Company, Incorporated.
 - d) Approval of such insurance by the Authority shall not relieve or decrease the liability of the Contractor hereunder. The Authority does not in any manner represent that the coverages or limits provided hereunder are sufficient or adequate to protect the Contractor's interests or liabilities.
9. Notice to Proceed. The Authority shall furnish the Contractor with written direction to commence performance hereunder entitled "Notice to Proceed" within ten (10) days after receipt of the required evidence of insurance and such other documentation as the Contractor may be required to provide prior to commencement of performance. The Authority shall not be responsible for any services performed or costs incurred prior to issuance of such Notice to Proceed.
10. Contract Changes. The Contract shall not be amended or modified except by written agreement of the parties.
11. Termination.
- a) Should the Contractor through negligent action or inaction fail to perform its Services hereunder in accordance with accepted professional standards or in any manner imperil the Authority's right and ability to successfully pursue the subject matter of this Contract through negligent action or actions, or breach any duty hereunder, and fail to remedy such failure or breach in a timely manner as directed by the Authority, the Authority may terminate this Contract and hold the Contractor responsible for any and all costs and liabilities arising as a direct or proximate result of such failure.
 - b) The performance of the services hereunder may be terminated in whole or, from the time, in part by the Authority whenever the Authority determines it is in the best interest of the Authority to do so. Such termination shall be written notice to the Contractor specifying the extent and the effective date of the termination.
 - c) Any damages assessed to the Contractor as a result of termination pursuant to Paragraph 11(a) above, or any claim by the Contractor for costs resulting from a termination pursuant to Paragraph 11(b) above will be computed and allowed in accordance with federal regulations in effect at the time of termination.

12. Confidentiality. The Contractor shall hold as confidential all information and data transmitted to it by, through or on behalf of the Authority, and shall not disclose such information or data in whole or in part to any third party except as may be specifically directed or approved by the Authority's General Manager or his designee.
13. Prohibited Interests. No officer, member, or employee of the GCRTA and no members of its governing body, and no other public official or employee of the governing body of the locality or localities included within the Authority, during his or her tenure, shall have any interest, direct or indirect, in this RFP, any contract negotiated subsequently, or the proceeds thereof.
14. Covenant Against Contingent Fees and Gratuities. The Contractor warrants that no person or selling agencies has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission or bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or at its discretion, to deduct from the Contract price, or otherwise recover the full amount or such commission, percentage, brokerage, or contingent fees. Contractor further warrants that it, its agent, and/or its subcontractor, have not and will not accept a gratuity in relation to this agreement.
15. Restrictions on Lobbying. This contract is subject to the provisions of Section 319, Public Law 101-121 (31 U.S.C.) 1352.
16. Debarment & Suspension. For any transaction of \$25,000 and above, Contractor must disclose to GCRTA any debarment and/or suspension.
17. Assignment. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest in or to the same or any part thereof without prior written consent of the Authority endorsed thereon or attached thereto, and any such attempt at assignment shall be void.
18. Social Security Act. The Contractor shall be and remain an independent Contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any State or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by all duly authorized State or federal law officials, and said Contractor agrees to indemnify and save harmless the Authority from any such contributions or taxes or liability therefore.
19. Federal Assistance. ~~The Services under this contract may be supported in part by Federal assistance under grants made by the Department of Federal Transit Administration, pursuant to the Urban Mass Transportation Act of 1984 and amendments (49 U.S.C. et seq.) and Surface Transportation Assistance Acts of 1982 and 1987, as amended. When so funded, this Contract shall be subject to all rules and regulations promulgated pursuant thereto.~~

~~Contractor and GCRTA agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the GCRTA, the Contractor or any other party pertaining to any matter resulting from the underlying Contract; Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder. RESERVED.~~

20. Non-Discrimination/Preference. Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability in accordance with the following Federal Statutes and regulations, and any other implementing regulations issued pursuant to the: Civil Rights Act as amended, Titles VI (42 U.S.C. 2000d) and VII (42 U.S.C. 2000e); Age Discrimination Act of 1975, as amended (42 U.S.C. 6102); Age Discrimination in Employment Act of 1967 as amended, (29 U.S.C. 623); Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12132 and 42 U.S.C. Sec. 12112) and implementing regulations (29 C.F.R. Part 1630), Federal transit law (49 U.S.C. 5332); Executive Order 11246, as amended by Executive Order 11375 (42 U.S.C. 2000e note) and implementing regulations (41 C.F.R. Parts 60 et seq.). Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration.
21. Wage and Hour. All contractors and subcontractors must compute wages based on a standard workweek of 40 hours. Work in excess of 40 hours must be paid at a rate not less than one and one-half times the basic rate of pay. Compliance with 40 USC Sec. 3702, 29 CFR Part 5, and 40 USC Sec 3701(B)(3)(A)(iii) is required of all contractors and subcontractors.
22. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor agrees that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31 apply to its actions and those of its subcontractor(s) pertaining to this Contract; Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.
23. Right to Audit. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulations, Parts 30 and 31, as applicable. GCRTA and its authorized representatives shall have the right to audit, to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda;

and correspondence. Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by GCRTA, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GCRTA. Such records shall be made available to GCRTA during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GCRTA. Contractor shall ensure GCRTA has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to GCRTA. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, GCRTA may recoup the costs of the audit work from the Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GCRTA's findings to Contractor.

24. Approval of Contract. This contract is subject to the written approval of the General Manager of the Authority and shall not be binding until so approved.
25. Integrated Agreement. This Contract, including the attachments referenced herein, constitutes the entire agreement of the parties. No prior agreements or understandings, or oral modifications or representations are enforceable hereunder unless reduced to written form, signed by both parties, and incorporated herein by amendment prior to performance of the affected Services. If there is any disagreement or inconsistency between this Contract and Enclosure A, the terms of this Contract shall control.
26. Governing Law/Venue. This Contract shall be governed by and interpreted pursuant to the laws of the United States and of the State of Ohio, and the Courts of Cuyahoga County, as appropriate, notwithstanding any provisions of such laws relating to jurisdiction. Should any part or parts of this Contract be held unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder thereof and the balance of this Contract shall remain in full force and effect.
27. Warranties. Contractor warrants that for a period of one (1) year (or for such longer period prescribed by the specifications) following acceptance of goods and services delivered hereunder, the goods and services are free of defects in materials and workmanship and further warrants that such goods and service are suited for the purpose(s) intended and are of merchantable quality. Contractor further warrants that it holds good and marketable title in the goods delivered, and that such goods are free of all liens, security interests or other encumbrances. Contractor agrees that in the event the goods or services are not as warranted, Contractor will promptly cure the defect at its sole cost and expense. Contractor further agrees to indemnify GCRTA for all costs and damages, both incidental and consequential, resulting from the delivery of goods and services which fail to meet the aforesaid warranties. It is agreed

that the goods and services provided hereunder are regarded as consumer goods and services.

28. Recycled Products/Energy Conservation. Contractor agrees to comply with the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the subject matter of this Contract. Contractor further agrees to comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with 42 USC Sections 6321 et seq.
29. Clean Air Act and Clean Water Act. Where the price of this procurement exceeds one hundred thousand dollars (\$100,000.00), Contractor agrees to comply with the requirements of the *Clean Water Act* and the *Clean Air Act*, 33 U.S.C. 1251 et seq. and 42 U.S.C. 7401 seq., respectively. Contractor agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any implementation activity of a subcontractor or itself to FTA and the appropriate U.S. EPA Regional Office.
30. Hazardous Materials. Where the goods or services procured involve the use or storage of hazardous materials on RTA premises in Cleveland, Contractor agrees to meet the requirements of Cleveland Codified Ordinance Section 394. Contractor shall:
 - (a) Label the containers of hazardous or toxic substances that it delivers in accordance with the requirements of Federal and State 4.06 (A).
 - (b) Provide labels and placards for use by GCRTA when deliveries are made in bulk and are to be stored by GCRTA in stationary containers pursuant to C.O.C. Section 394.06(B).
 - (c) Provide the hazard warnings applicable to the delivered goods that are required C.O.C., Section 394.06(d).
 - (d) Provide all material safety data sheets required C.O.C., Section 394.09.
31. Environmental Indemnity. ~~Contractor agrees for itself, its officers, employees and agents that it will hold harmless, indemnify and defend GCRTA, its Board, Officers, and employees from and against all claims, demands, findings, judgments, orders, or actions arising out of or in any way connected with the services provided to GCRTA under this contract, including without limitation, all activities associated with the loading, transport, unloading and disposal of any and all substances under the purview of any law, rule, order or ordinance, promulgated for the protection of the environment such as and without limiting the foregoing, CERCLA, SARA, RCRA, TSCA, SDNA, Clean Air Act, Clean Water Act, Right to Know Laws, and the state equivalents of each of the foregoing. Contractor further agrees that the defense guaranteed hereby shall be provided by a lawyer or firm or firms selected by GCRTA. Notwithstanding the foregoing, indemnification shall not apply to and shall not be enforceable against any party that is an instrumentality of the state prevented by law from agreeing to indemnification. Intentionally omitted.~~

32. Notification of Proceedings. The GCRTA will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend same and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor will similarly give the GCRTA immediate notice of any suit or action filed or prompt notice of any claims made against the Contractor arising out of the performance of this contract. The Contractor shall furnish immediately to the GCRTA copies of all pertinent papers received by the Contractor.
33. Safety Belt Use. Pursuant to Federal Executive Order No. 13043, Contractor is encouraged to adopt and promote on-the-job seat belt use for its employees and other personnel operating vehicles involved in the project.
34. Buy America & Fly America. For contracts over one hundred fifty thousand dollars (\$150,000.00), Contractors must comply with "Buy America Requirements." 49 CFR Part 661.
Contractor agrees that to the extent this contract is federally funded, Contractor will not utilize international air transportation for any persons involved in or property acquired for work under this contract, unless such air transportation is provided by U.S.-flag air carriers if available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 ("Fly America Act" 49 U.S.C. § 40118), as amended, GSA regulations, "Use of United States Flag Air Carriers," 41 CFR Sections 301-10.131 through 301-10.143, and implementing regulations.
35. Compliance with Laws and Regulations. All materials and supplies furnished pursuant to the specifications shall be in compliance with the laws and regulations of the State of Ohio. Contractor shall, if requested by the GCRTA, supply certification and evidence of such compliance. The contract shall be construed pursuant to the laws of the State of Ohio.
36. Reporting of Fraudulent/Improper Acts. If Contractor suspects or has knowledge of unethical, improper and/or fraudulent acts by GCRTA personnel, including, but not limited to, conflicts of interest, bribery, fraud, waste, abuse, extortion, and kickbacks, the Contractor shall contact the GCRTA Executive Director of Internal Audit on the GCRTA Fraud Hotline (216-350-5130).
37. Documents and Records (Paper and Electronic). Documents and records, including electronic records, created and maintained by the Contractor under this Contract may be subject to the Ohio Public Records Act, Ohio Rev. Code § 149.43 *et seq.* The Contractor shall maintain all documents and records related to this Contract, including electronic records, in accordance with GCRTA's records retention policy and schedule. Under that policy, contracts are retained for fifteen (15) years. Prior to destruction of any documents or records related to this Contract, the Contractor shall comply with the provisions of GCRTA's records retention policy relating to destruction of records.

To the extent that the Contractor becomes aware of actual or potential litigation related to this Contract, the Contractor shall immediately notify the Authority's Deputy General Manager for Legal Affairs. The Contractor shall preserve any and all records, including electronic records, created or maintained under this contract until advised by the GCRTA's Legal Department, in writing, that they are no longer needed. Any

suspension issued under this paragraph shall supersede any previously or subsequently established destruction schedule for such records.

38. Resolution of Disputes, Breaches, or Other Litigation. In the event of a dispute and/or breach related to this procurement, Contractor shall contact the GCRTA Director of Procurement. For federally-funded procurements, GCRTA and the bidder must abide by FTA Protest Procedures, as described in the GCRTA Procurement Manual.
39. Federal Funding Requirements & Required Provisions Deemed Inserted. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in Master Grant Agreement(s) between Owner and FTA as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Each and every clause required by Federal or State statute or regulation to be inserted into this Contract is deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be amended to make such insertion or correction.

IN WITNESS WHEREOF, The Contractor and the Authority have executed this Contract at Cleveland, Ohio, as of the date first written above:

ATTEST:

CONTRACTOR

Authorized Signature

Title

ATTEST:

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

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

APPROVED AS TO LEGAL FORM:

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



ENCLOSURE A

Overview

Local transit systems play a crucial role in creating economically and culturally vibrant urban metropolitan areas, while fulfilling equity goals by attending to the transportation needs of low-income groups. Public transportation services contribute to peoples' quality of life by offering opportunities for economic growth and access. Transportation is not only linked to values such as autonomy and freedom, but is also essential for functional dimensions such as access to employment, healthcare, education, social services, markets, family, etc.

The Greater Cleveland Regional Transit Authority ("GCRTA") was established in 1974 under Chapter 306 of the Ohio Revised Code. Its current mission is to "provide safe, reliable, clean and courteous public transportation" to residents and visitors of the greater Cleveland area. In pursuit of its mission, the GCRTA strives to become a leader in public transportation by ensuring safe and high-quality service to its patrons.

This memorandum outlines the proposed scope of work to estimate the potential economic impact of the GCRTA on Cuyahoga County. This study will determine the overall impact of GCRTA on important socio-economic dimensions of Greater Cleveland such as business development, economy, community, accessibility, and social equity. The study will conduct input-output based economic impact analysis of current GCRTA operations and prospective capital investments. Wherever possible, the report will quantify the GCRTA's contribution to community and regional economy that are not captured by economic impact numbers, such as community development, accessibility of jobs and services, and social equity.

Scope of Work

1. Regional Economic Impact

The GCRTA plays an important role in sustaining regional businesses and jobs. This study will assess the economic impact of GCRTA on the region and will identify a supply chain enabling its operation and new capital investments. The proposed scope of work includes an estimate of the economic impact of GCRTA on Cuyahoga County using an assumption that GCRTA supports existing jobs and those jobs will be lost if GCRTA's operation will be suspended.

The following five measures will be used to estimate the quantitative economic impact of GCRTA:

- Employment (number of jobs)
- Labor income (household earnings)
- Value added (output less the value of intermediary goods – often used as a proxy for GDP)
- Output (total value of goods and services produced in the region)
- Impact on federal, state, and local taxes.

Each of these components is composed of direct, indirect, and induced impacts.

Direct impact refers to the initial value of goods and services used in construction projects and the operation of local businesses. These purchases are sometimes referred to as the first-round effect. Indirect impact measures the value of labor, capital, and other inputs of production needed to produce the goods and services being purchased at the initial round of spending (second- and additional-round effects). Induced impact measures the change in spending by local households due to increased earnings of employees at the businesses in the corridor and employees working in local industries who produce goods and services for them.

The Center for Economic Development (the "Center") will conduct the economic impact study using IMPLAN Professional and IMPLAN Data Files. IMPLAN Professional® 3.0 is the latest economic impact assessment software system. Using the IMPLAN® Data Files, the user can develop sophisticated models of regional economies to estimate a wide range of economic impacts. The IMPLAN impact model is used by more than 1,000 public and private institutions. The number of users, as well as their reputation, points to the acceptability of the IMPLAN model among researchers and consultants. Having extensive experience using the IMPLAN Professional model, the Center's research team will estimate the total economic impacts of the five measures described above, the impact by major industry sectors, and highlight the specific detailed industries affected most by construction and operation of GCRTA.

The impact will be measured using a framework of input-output modeling utilizing the economic multiplier-based approach. A set of rigorous assumptions will be made on the assessment of funding invested into the economy in terms of both GCRTA operations and future construction. In anticipation of a substitution effect, a concept whereby money could be alternatively spent on different activities within the region, spending on GCRTA that is a subject to the substitution effect will be explained by an assumption of lost economic benefits in a case where GCRTA would suspend its operations in the region.

Data requirements from the GCRTA: Data for quantitative assessments of the economic impact will be gathered from two sources: the GCRTA budgets for operations and future construction and GCRTA's data reflecting GCRTA ridership numbers.

2. Contributions to Local Economy

The spatial structure of legacy city regions is characterized by two interacting processes: (1) a complex internal spatial reorganization of people and economic activity, and (2) in- and out-migration of these same resources. All the while, transit plays a critical role in connecting these emerging, disappearing, and shifting origins and destinations. Transit systems serve as drivers for local economies by providing people with access to jobs, local businesses, food, recreation, education, health, and other services. GCRTA contributes to neighborhood revitalization by offering mobility services to residents of the Greater Cleveland area, and helps reduce poverty by connecting people with jobs. Proximity to GCRTA may influence housing prices, choice of real estate and car ownership. This study proposes to document the net change in demographic and economic characteristics throughout Cuyahoga County. Consequently, it will determine what portion of that change in activity is located within GCRTA catchment areas, as compared to outside.

This description will answer questions about population and employment change relative to GCRTA service areas and illustrate many characteristics of the region as it relates to the transit system. For example, this descriptive analysis can show what percent of suburban job growth is transit accessible and what portion of that is accessible by populations of different income. It can answer the following questions: Have employment losses been greater (proportionally) inside, or outside transit accessible locations? Does transit access attenuate central city population loss?

As a next step, the study will analyze the impact of services provided by GCRTA on the following quantitative community factors:

- Poverty rates near GCRTA service areas
- Employment generation in areas receiving GCRTA services
- Accessibility of jobs, medical and social assistance, food markets, and recreation
- Mobility improvements -- costs associated with burning less fuel, less parking and travel time savings of less congestion due to fewer vehicles on the road

2.1. Analysis of Poverty and Public Transit

The proposed study will use rigorous econometric analysis to estimate whether a change (increase or decrease) in transit service provision to specific communities over the past years positively influenced mobilization of disadvantaged populations. The analysis will connect GCRTA service data over the past 10 years in terms of Vehicle Revenue Miles in a specific area (preferably the census tract) with poverty, employment, and property values. The assertion would be that an increase in GCRTA services reduces poverty by connecting more people to jobs, increases property value of the area by activating the interest of new people to move into those neighborhoods, and opens up employment opportunities in new local business and services. Data on poverty and employment would be collected from the U.S. Census. Annual property value data will be collected from the Cuyahoga County Auditor's office and employment will be collected from Quarterly Census of Employment and Wages. We will apply lagged two-way fixed-effects modelling to obtain a causal impact of GCRTA services on these factors.

In addition to economic development and affordability, transit systems pride themselves in offering mobility services to disadvantaged populations. These systems play an essential role in shaping opportunities by providing access to jobs, markets, housing, leisure, and social and public services for all citizens. This study proposes to analyze the extent to which GCRTA fulfills its social equity responsibilities by determining its impact on the lives of people living in low-income areas of the region. This study will examine this impact in the following two ways:

Deliverables:

- (1) assessment of poverty rates/income level near GCRTA service
- (2) assessment of housing rent, median income, educational attainment, and employment near GCRTA services
- (3) assessment of low-income population movement along the GCRTA transit lines
- (4) access of part-time and minimum wage workers to GCRTA services and intensity of GCRTA system use

Condition of data availability on:

Annual Vehicle Mile, UPT, stop location, and schedule data for the last 10 years, by individual buses. Data should also indicate the routes serviced by each bus. Historical system maps from 1974 to present, annual (if available), routes with stops.

2.2. Assessment of Other Economic Benefits

Local transit systems offer affordable mobility services to citizens. One way to measure affordability of these systems is to compare the cost to take public transit systems against the cost of commuting on a private vehicle. This study proposes to analyze the cost savings due to GCRTA by estimating the cost of travel via car (includes gas prices, wear-and-tear, depreciation, commute time, and parking) and comparing those costs against GCRTA fares. We will also assess the environmental and healthcare cost savings and losses due to GCRTA services.

Deliverables:

- (1) assessment of accessibility of jobs, medical and social assistance, food markets, and recreation
- (2) social service costs due to decrease of GCRTA services
- (3) mobility improvements
- (4) environmental cost savings
- (5) healthcare cost savings

Condition of data availability on:

Historical system maps from 1974 to present, annual (if available), routes with stops. GCRTA survey responses on percentage of people who would lose their job if GCRTA services are not available. Percentage and cost of no-shows at local hospitals related to GCRTA services.

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Enclosure B

COMPENSATION SCHEDULE

1. The Authority agrees to pay Cleveland State University an amount not to exceed eighty five thousand and 00/100 dollars (\$85,000.00), as follows:

Time	Invoice Amount
1. When fully executed agreement is received by CSU	\$8,500
2. When major findings and executive summary are delivered in a PowerPoint format on or before November 1, 2018	\$38,250
3. When final report is accepted by delivered to and accepted by GCRTA	\$38,-250

2. Accordingly, the parties further agree that the services hereunder as presently contemplated will not cost the Authority more than the amount specified in the preceding paragraph, unless additional funds shall be *properly* authorized in writing.

Enclosure C

INSURANCE

The Contractor shall purchase and maintain from the date of commencement of the work until the date of final payment the following minimum insurance coverages. Such insurance shall protect the contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

Approval by the GCRTA: Approval of the insurance by the GCRTA shall not relieve or decrease the liability of the Contractor hereunder. It is to be understood that the GCRTA does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interests or liabilities.

In the event the Contractor neglects, refuses or fails to provide the insurance required under the contract documents, or as such insurance is cancelled for any reason, the GCRTA shall have right but not the duty to procure the same, and costs thereof shall be deducted from monies then due or thereafter to become due to the Contractor.

GCRTA reserves the right to request a copy of all policies and endorsements prescribed herein.

- a. **Commercial General Liability (CGL) Insurance** in the amount of \$1,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$1,000,000 annual aggregate.
- b. **Business Automobile Liability (BAL) Insurance** in the amount of \$1,000,000.00 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- c. **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio, a copy of a certificate of premium payment from the Industrial commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.
- d. **Professional Liability / Errors & Omissions Insurance** in the amount of \$1 million per claim. The definition of wrongful acts must be applicable to the work performed hereunder.
 - If the Contract involves receipt of personally identifiable information (PII) or other confidential information, Contractor's professional liability insurance must include cyber risk coverage, including network and internet security liability coverage, privacy liability coverage, and media coverage.

- To the extent that any subcontractor provides professional services, Contractor is responsible for ensuring that subcontractor has obtained adequate coverage, as required herein.

General Requirements: The Contractor shall not commence work herein until it has obtained the required insurance and has received written approval of such insurance by the GCRTA. ***Contractor shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).***

GCRTA will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella, policies to meet the minimum coverage requirements contained herein.

The certificate shall provide the following:

- The policy shall be written on an occurrence basis. If any insurance specified above is written on an "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, Contractor shall:
 - (a) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the date of the Contractor or any work beginning under the contract.
 - (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
 - (c) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
- Name the GCRTA as an additional insured for all CGL, BAL, and, if applicable, CPL liability coverage for claims arising out of operations in conjunction with the contract
- Contain a waiver of subrogation in favor of the GCRTA.
- Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by GCRTA.
- Contain a specific reference to the subject contract.
- Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after the GCRTA has received written notice of such change or cancellation from the Contractor. Such notice shall be mailed by certified mail, return receipt requested, to the GCRTA's Director of Procurement.
- An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the GCRTA. The GCRTA shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.