

RESOLUTION NO. 2020-98

AUTHORIZING AN INTERAGENCY AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR SECTION 3 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 3 of the Opportunity Corridor Project along I-490 just east of I-77 and continuing on a new SR-10 alignment to East 93rd Street and including access and improvements to East 55th Street in the City of Cleveland; and

WHEREAS, ODOT has committed in their approved environmental document to coordinate design and construction with GCRTA; and

WHEREAS, Section 3 of the Opportunity Corridor Project is currently under construction; and

WHEREAS, the East 55th Street Rapid Station is served by all three rail lines and GCRTA Bus Route 16; and

WHEREAS, GCRTA has requested that a traffic signal be installed on East 55th Street, at the access to the East 55th Street Rapid Station; and

WHEREAS, GCRTA has agreed to reimburse ODOT up to \$250,000.00 to design, procure, and install a traffic signal and appurtenances at the East 55th Street Rapid Station in the Project area for Section 3 of the Opportunity Corridor Project.

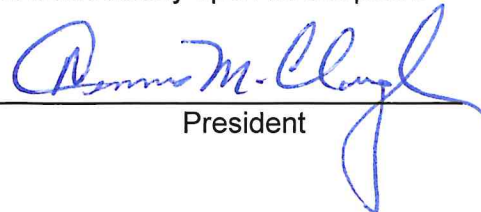
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager, Chief Executive Officer of the Authority be and is hereby authorized to enter into an Interagency Agreement with the Ohio Department of Transportation for Section 3 of the Opportunity Corridor Project.

Section 2. That up to Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be payable from the RTA Development Fund, Engineering & Project Development budget, including 100% local funds, to reimburse the Ohio Department of Transportation for the design, procurement and installation of a traffic signal and appurtenances at the East 55th Street Rapid Station.

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

Adopted: December 15, 2020


President

Attested:


Interim Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: CONTRACT: INTERAGENCY AGREEMENT FOR SECTION 3 OF THE OPPORTUNITY CORRIDOR PROJECT VENDOR: OHIO DEPARTMENT OF TRANSPORTATION AMOUNT: UP TO \$250,000.00	Resolution No.: 2020-98
	Date: December 10, 2020
	Initiator: Engineering & 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 (“Agreement”) with the Ohio Department of Transportation (“ODOT”) for Section 3 of the Opportunity Corridor Project (“Project”).

- 2.0 **DESCRIPTION/JUSTIFICATION:** As part of their commitments in the approved environmental document, ODOT and GCRTA have been coordinating the design and construction of transit elements along the Corridor. The third phase of this Project (Section 3) encompasses I-490 just east of I-77 and continuing east on the new SR-10 alignment to East 93rd Street and including improvements to East 55th Street in the City of Cleveland for the purpose of improving traffic flow.

 GCRTA had requested that ODOT provide a traffic signal at the access from East 55th Street to the East 55th Street Rapid Station. The requested signal, however, did not meet federal traffic signal warrants. ODOT has now agreed to design, procure and install the traffic signal and appurtenances if GCRTA would reimburse ODOT for the cost. This agreement formalizes the roles and responsibilities of each party and GCRTA’s financial commitment toward construction of the Project.

- 3.0 **PROCUREMENT BACKGROUND:** N/A

- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** N/A

- 5.0 **POLICY IMPACT:** Entering into this Agreement allows ODOT to design and install the traffic signal in coordination with the Project and its goals to improve system linkage and public transportation connections.

- 6.0 **ECONOMIC IMPACT:** Up to Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be payable from the RTA Development Fund, Engineering & Project Development budget, including 100% local funds, to reimburse ODOT for the design, procurement and installation of a traffic signal and appurtenances at East 55th Street, at the East 55th Street Rapid Station.

- 7.0 **ALTERNATIVES:** Reject the Interagency Agreement. Rejection of this Agreement will result in the access to the East 55th Street Rapid Station being uncontrolled by traffic signals and thus potentially a safety hazard to GCRTA buses, employees and passengers.

- 8.0 RECOMMENDATION: The staff recommends that the Interagency Agreement be accepted and the resolution passed.
- 9.0 ATTACHMENT: Attachment A - Draft Interagency Agreement.

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



General Manager, Chief Executive Officer

DRAFT FOR DISCUSSION PURPOSES ONLY

ODOT USE ONLY

AGREEMENT NO: _____

**AGREEMENT BETWEEN
OHIO DEPARTMENT OF TRANSPORTATION
AND
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**

OPPORTUNITY CORRIDOR SECTION 3; CUY-IR490/SR010-2.09/19.28; PID 96833

THIS AGREEMENT, made this _____ day of _____, 2020, 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 Opportunity Corridor Project Section 3; CUY-IR490/SR010-2.09/19.28; PID 96833, (the "ODOT Project") along I-490 just east of I-77 and continuing east on the new SR-10 alignment to East 93rd Street and including access to and improvements to E. 55th Street 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 that the ODOT Project will improve system linkages and improve public transportation connections.
- 1.4 Throughout the design and construction of the ODOT project the AUTHORITY and STATE have been coordinating the access from East 55th Street to the AUTHORITY's East 55th Street Rapid Transit Station.
- 1.5 The AUTHORITY requested a traffic signal at the access from East 55th Street to the AUTHORITY's East 55th Street Rapid Transit Station that did meet warrants and the AUTHORITY is willing to pay for the design, procurement and installation of the traffic signal and appurtenances.
- 1.6 It is in the best interest of the AUTHORITY and the STATE, that the STATE design, procure and install the traffic signals and appurtenances within the limits of the ODOT Project.

2. DURATION OF TERM

- 2.1 This Agreement shall terminate after payment by the AUTHORITY in accordance with the Compensation provision contained herein.

3. **COMPENSATION**

- 3.1 In consideration of the STATE designing, procuring and installing the traffic signals and appurtenances within the limits of ODOT Project, the AUTHORITY agrees to compensate the STATE a maximum amount of Two Hundred Fifty Thousand Dollars (\$250,000.000) to be paid upon receipt of a final invoice covering the actual cost of the traffic signal and appurtenances installed in place.

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 ODOT will include the area required for the installation of the traffic signal and appurtenances in the proposed right-of-way limits for the project.
- 5.2 The STATE will obtain all permits required for the installation of the traffic signal and appurtenances.

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 authorized by resolution of the Board of Trustees of the AUTHORITY, pursuant to §306.04 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 John P. Picuri, P.E., 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: _____
JACK MARCHBANKS, PH.D.
DIRECTOR OF TRANSPORTATION**

**By: _____
INDIA L. BIRDSONG
GENERAL MANAGER, CEO**

Date: _____

Date: _____

**APPROVED AS TO LEGAL FORM AND
CORRECTNESS**

**By: _____
SHERYL KING BENFORD
GENERAL COUNCIL,
DEPUTY GENERAL MANAGER FOR
LEGAL AFFAIRS**