

## RESOLUTION 2022-118

AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE GROUP PLAN COMMISSION AND THE CITY OF CLEVELAND FOR PROPOSED PUBLIC SQUARE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$500,000.00

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") is seeking to enter into a Memorandum of Understanding ("MOU") with the Group Plan Commission and the City of Cleveland governing their respective roles and responsibilities for proposed improvements to Public Square; and

WHEREAS, the Group Plan Commission was formed, in part, to physically transform Public Square and to assist in managing it as a public space and economic development driver for the benefit of the people of Cleveland and Cuyahoga County as well as for business and leisure visitors to the Central Business District of Cleveland; and

WHEREAS, the project to transform Public Square was completed in 2016; and

WHEREAS, in 2017, in response to stated safety and security concerns associated with major civic events at Public Square, the City of Cleveland installed temporary barriers, planters and other elements in and around Public Square to prevent vehicles from entering pedestrian walkways; and

WHEREAS, since 2018, GCRTA, the City of Cleveland and the Group Plan Commission have been collaborating in an effort to replace the temporary structures with permanent improvements to address the safety and security concerns, as well as to simplify the work effort required for closing and reopening Superior Avenue at Public Square for major civic events; and

WHEREAS, the Group Plan Commission is preparing the design and construction documents for the permanent improvements to Public Square; and

WHEREAS, the Group Plan Commission is raising funds from a variety of sources in order to complete these improvements; and

WHEREAS, the City of Cleveland, in City Ordinance No. 242-2022, passed by Council on April 28, 2022, has committed to contributing \$1,500,000.00 to the Group Plan Commission for these improvements; and

WHEREAS, the proposed improvements will benefit GCRTA's transit service and operations by: (1) reconstructing Superior Avenue to decrease wear and tear on buses traversing Public Square; (2) improving the signal timing through Public Square to enhance safety and expedite traversal of Public Square by buses; (3) developing an improved closure system to control traffic on Superior Avenue at both the east and west entrances to Public Square for major civic events; and (4) providing safe and convenient pedestrian circulation along and across Superior Avenue; and

WHEREAS, the General Manager, Chief Executive Officer deems it to be in the best interest of GCRTA to contribute \$500,000.00 toward the Public Square improvements 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 General Manager, Chief Executive Officer of GCRTA be and is hereby authorized to enter into a Memorandum of Understanding with the Group Plan Commission and the City of Cleveland to design and construct improvements to Public Square.

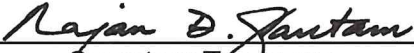
Section 2. That GCRTA's offer to contribute an amount not to exceed \$500,000.00 to the Group Plan Commission to design and construct the proposed improvements to Public Square is hereby adopted and authorized by the Board of Trustees.

Section 3. That said contribution shall be payable from the RTA Capital Fund, Engineering & Project Development Department budget, from 100% local funds, in an amount not to exceed \$500,000.00.

Section 4. That this resolution shall become effective immediately upon its adoption.

Adopted: December 20, 2022

  
\_\_\_\_\_  
President


Attest:   
\_\_\_\_\_  
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: MEMORANDUM OF UNDERSTANDING FOR PROPOSED PUBLIC SQUARE IMPROVEMENTS	Resolution No.: <b>2022-118</b>
PARTIES: GROUP PLAN COMMISSION AND CITY OF CLEVELAND	Date: December 15, 2022
AMOUNT: NTE \$500,000.00	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 resolution seeks Board approval for a Memorandum of Understanding ("MOU") with the Group Plan Commission and the City of Cleveland for proposed improvements to Public Square.
- 2.0 DESCRIPTION/JUSTIFICATION: The MOU describes the roles and responsibilities of GCRTA, the Group Plan Commission and the City of Cleveland in the funding and coordination of the design and construction of improvements to Public Square.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: The contribution under the MOU will be funded through the RTA Capital Fund, Engineering and Project Development Department budget, in an amount not to exceed \$500,000.00, from 100% local funds.
- 7.0 ALTERNATIVES: The GCRTA can refrain from entering into the MOU with the Group Plan Commission and the City of Cleveland.
- 8.0 RECOMMENDATION: The MOU was discussed with the Board of Trustees at the March 29, 2022 and December 6, 2022 Committee of the Whole meetings. It is recommended that the Board of Trustees approve the resolution authorizing the General Manager, Chief Executive Officer to execute the MOU with the Group Plan Commission and the City of Cleveland.
- 9.0 ATTACHMENTS: Attachment A - Draft Agreement

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

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE GROUP PLAN COMMISSION  
AND  
THE CITY OF CLEVELAND  
AND  
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
FOR  
PUBLIC SQUARE IMPROVEMENTS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of this \_\_\_ day of \_\_\_\_\_, 2022 by and between the GROUP PLAN COMMISSION (the “Commission”), an Ohio nonprofit corporation, and the CITY OF CLEVELAND (the “City”), a municipal corporation and political subdivision duly organized and existing under the laws of the State of Ohio, and the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (“RTA”), a political subdivision of the State of Ohio duly organized and existing under the laws of the State of Ohio.

WHEREAS, the Commission was formed in 2010, in part, to physically transform Public Square and to assist in managing it as a public space and economic development driver for the benefit of the people of Cleveland and Cuyahoga County as well as for business and leisure visitors to the Central Business District of Cleveland; and

WHEREAS, the project to transform Public Square was completed in 2016; and

WHEREAS, in 2017, in response to stated safety and security concerns associated with major civic events at Public Square, the City installed concrete barriers along Superior Avenue and placed large planters and other barriers in and around Public Square to prevent vehicles from entering pedestrian walkways; and

WHEREAS, the City and the Commission now desire to replace those temporary barriers with bollards and other permanent improvements to address the safety and security concerns, as well as to reduce the time and effort required by the City or the Commission for closing and reopening Superior Avenue at Public Square for major civic events; and

WHEREAS, the proposed improvements will benefit RTA's transit service and operations by: (i) reconstructing Superior Avenue to decrease the wear and tear on buses traversing Public Square; (ii) improving the signal timing through Public Square to enhance safety and expedite traversal of Public Square by RTA buses; (iii) developing an improved closure system to control traffic on Superior Avenue at both the east and west entrances to Public Square to reduce the time and disruption to transit service when closing and reopening Public Square for major civic events; and (iv) providing safe and convenient pedestrian circulation along and across Superior Avenue.

NOW THEREFORE, the Parties agree as follows:

**ARTICLE I. GROUP PLAN COMMISSION RESPONSIBILITIES**

1. The Commission shall raise funds from a variety of sources as required to complete the proposed Public Square Improvements. The proposed improvements and estimated costs are described in more detail in Attachment A, which shall be updated as design progresses.
2. The Commission shall coordinate with RTA and the City on the conceptual and detailed design of the proposed Public Square Improvements.
3. The Commission shall manage the design and construction of the Public Square Improvements, which may include managing the restoration of any areas that are disturbed by the work.
4. The Commission shall obtain all permits and approvals for the proposed Public Square Improvements.

5. The Commission's proposed reconfiguration and replacement of curb and pavement on Superior Avenue between West Roadway and East Roadway shall be designed to accommodate the current RTA operations and facilities, and to maintain a minimum twenty-six foot (26') face-of-curb to face-of-curb width at the center crosswalk location.
6. The Commission shall undertake all reasonable efforts to complete the various elements of the Public Square Improvements expeditiously and in a manner coordinated so as to minimize disruption to RTA transit operations. This will include:
  - a) Completing all work impacting RTA transit operations on Superior Avenue within a single period, during which Superior Avenue can be fully closed, which shall not exceed sixty (60) days;
  - b) Completing all work impacting RTA transit operations on the Perimeter Roads (which are, collectively, Rockwell Avenue and East, South and West Roadways) within a separate period, which shall not exceed thirty (30) days; and,
  - c) The Superior Avenue work and the Perimeter Roads work will not be performed concurrently, though the choice of which is performed first will be at the discretion of the Commission and its Design/Builder.
7. In the event that sufficient funds are not raised to complete the entire project, the Commission will complete the following work items which have a direct transit purpose:
  - a) the reconfiguration and replacement of curb and pavement on Superior Avenue;
  - b) the traffic signal reworking on Superior Avenue;
  - c) the procurement of an improved closure system for Superior Avenue for the closing and reopening of transit service through Public Square; and,
  - d) an improved pedestrian crossing treatment across Superior Avenue in the center of Public Square.

**ARTICLE II. CITY OF CLEVELAND RESPONSIBILITIES**

1. The City shall contribute One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) to the Commission as provided in City Ordinance No. 242-2022, Passed by Council on April 28, 2022.
2. The City acknowledges that public transit is a top tier use of Public Square, and that the Federal Transit Administration-funded Transit Zone encompasses Public Square including Superior Avenue. Further, the City agrees that RTA transit operations and waiting areas will continue to be located on Public Square, including bus traffic on Superior Avenue and on the Perimeter Roads around Public Square on an ongoing basis. This commitment will extend indefinitely, notwithstanding the term otherwise stated for this Memorandum of Understanding, unless otherwise mutually agreed by the Parties.
3. The City shall coordinate with RTA and the Group Plan Commission on the reworking of the traffic signal on the central crossing of Superior Avenue and the conceptual and detailed design as part of the proposed Public Square Improvements.
4. The City shall conduct a traffic study to determine feasibility and cost of upgrading traffic signals, adjusting travel lanes, and/or adding bike facilities around Public Square to improve safety and level of service around Public Square. This study and any recommendations for the Perimeter Roads around Public Square would be a separate project from the proposed Public Square Improvements included in this agreement.
5. The City shall coordinate with RTA and the Group Plan Commission in the construction of the proposed Public Square Improvements and to minimize disruption to transit operations, including all reasonable efforts to support completion of the various elements of work expeditiously and in accordance with the time frames provided in Article I. Section 6.

6. The City shall enforce all traffic, parking, standing and stopping restrictions around the perimeter of Public Square during the closure of Superior Avenue to mitigate the disruption to transit operations.

**ARTICLE III. RTA RESPONSIBILITIES**

1. RTA shall promptly review the proposed plans, specifications, schedules, and estimates for the Public Square Improvements and promptly address any requests for input or response from the Commission or City to adhere to a project schedule to be provided by the Commission.
2. RTA shall allow for a limited full closure of Superior Avenue between West Roadway and East Roadway to ease the reconfiguration and replacement of curb and pavement, the installation of site bollards, the reworking of traffic signals, the addition of the improved closure system and other work items along Superior Avenue to minimize the construction costs and the project's impact to RTA operations during construction.
3. RTA shall coordinate with the Commission and the City to ease construction of the proposed improvements and to minimize disruption to transit operations.
4. RTA shall contribute an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) towards the proposed Public Square Improvements, on the schedule and conditions stated in Article V. herein.
5. RTA shall not be responsible or liable in any manner for the design or construction of the Public Square Improvements, the restoration of the work areas, or for any damage to persons or property caused or resulting from the project.

**ARTICLE IV. TERM**

The term of this Memorandum of Understanding begins on the date first written above and will continue for a period of two (2) years or until project close-out, whichever occurs sooner, unless sooner terminated or superseded by mutual agreement of the Parties.



**ARTICLE V. RTA CONTRIBUTION SCHEDULE AND CONDITIONS**

RTA will make contributions to the Group Plan Commission on the following conditions and schedule:

1. Upon certification by the Commission that ninety-five percent of the funds for the work items in Article I. Section 7 have been raised, and that the design and specification process has advanced to the point where ordering long-lead time material required for said work items is appropriate, then RTA will advance sixty percent (60%) of its agreed contribution for the express purpose of ordering long lead-time materials needed for those work items.
2. Upon commencement of physical construction of the work items in Article I. Section 7 by the Commission's Design/Builder, RTA will pay the remaining balance of its agreed contribution.

**ARTICLE VI. MISCELLANEOUS**

1. This Memorandum of Understanding may be executed in counterparts, each of which will be deemed an original. This Memorandum of Understanding sets forth the current understanding of the Parties with respect to the subject matter hereof.
2. This Memorandum of Understanding may only be amended or supplemented by a written document signed by authorized representatives of the Parties. No representation or warranty is binding on any Party unless in writing in this Memorandum.
3. This Memorandum of Understanding does not create any agency, partnership, co-partnership or joint venture relationship between the Parties. Nothing contained or implied in this Memorandum of Understanding is intended to confer upon any person or entity, other than the named Parties, any right or remedy under or by reason of this Memorandum.

DRAFT 11/30/2022

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

GROUP PLAN COMMISSION

By: \_\_\_\_\_  
Sanaa E. Julien  
Chief Executive Officer

CITY OF CLEVELAND

By: \_\_\_\_\_  
Frank Williams  
Director of Public Works

Approved as to form:

Mark Griffin  
Director of Law

By: \_\_\_\_\_  
Richard Bertovich  
Chief Assistant Director of Law

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

By: \_\_\_\_\_  
India L. Birdsong Terry  
General Manager, Chief Executive Officer

Approved as to legal form and correctness:

By: \_\_\_\_\_  
Janet E. Burney, General Counsel  
Deputy General Manager for Legal Affairs

New Construction 9,700 GSF  
Building Total 9,700 GSF

DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST	TOTAL COST	RTA ELIGIBLE COSTS
			COST / SF	ESTIMATED COST	% OF COST	RTA COSTS
BUILDING SYSTEM	9,700	GSF				
Sitework			295.99	\$2,871,072	83.38%	\$1,473,000
Demolition			0.90	\$8,758	0.25%	\$1,004
<b>SUBTOTAL</b>			<b>296.89</b>	<b>\$2,879,830</b>	<b>88.64%</b>	<b>\$1,474,004</b>
Design & Bidding Contingency (7%)	7.00%		20.78	\$201,588	5.85%	\$103,180
CM Construction Contingency (3%)	3.00%		9.53	\$92,443	2.68%	\$47,316
Cost Escalation				\$0	0.00%	\$0
General Conditions/Construction Staffing			6.82	\$66,192	1.92%	\$33,880
General Liability Insurance	1.15%		3.84	\$37,261	1.08%	\$0
Builder's Risk Insurance	0.06%		0.20	\$1,966	0.06%	\$0
CM Fee	5.00%		16.90	\$163,964	4.76%	\$82,919
<b>TOTAL PROBABLE CONSTRUCTION ESTIMATE</b>			<b>354.97</b>	<b>\$3,443,244</b>	<b>100.00%</b>	<b>\$1,741,298</b>

# INDEPENDENCE CONSTRUCTION

GROUP PLAN COMMISSION  
CLEVELAND PUBLIC SQUARE  
BOLLARD RENOVATION  
CONCEPTUAL ESTIMATE  
DRAFT ONLY  
UPDATED: 12/1/2022

New Construction  
Building Total

9,700 GSF  
9,700 GSF

	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST	TOTAL COST	RTA ELIGIBLE COSTS
1	<b>SIKWORK</b>					<b>\$2,871,107.2</b>	<b>\$1,473,000</b>
2							
3	Miscellaneous Management Costs					\$50,000	\$50,000
5							
6	Site Set Up					\$10,900	\$0
13							
14	Erosion Control					\$3,500	\$0
26							
27	Site Demolition					\$0	\$0
29							
30	Earthwork					\$0	\$0
38							
39	Water					\$0	\$0
50							
51	Storm Sewer					\$0	\$0
64							
65	Sanitary Sewer					\$0	\$0
76							
77	Natural Gas					\$0	\$0
80							
81	Site Electrical					\$100,000	\$100,000
89							
90	Site Lighting					\$0	\$0
96							
97	New Phone & Cable Service					\$0	\$0
99							
100	Plaza Paving, Concrete & Site walls					\$2,683,672	\$1,310,000
118							
119	Asphalt Paving					\$13,000	\$13,000
127							
128	Landscaping & Site Amenities					\$10,000	\$0
134							
135	<b>DEMOLITION</b>					<b>\$8,758</b>	<b>\$1,004</b>
136							
137	Demolition					\$8,758	\$1,004
151							