

**SOUTH TACOMA STATION ACCESS IMPROVEMENTS
FUNDING AGREEMENT**

**BETWEEN CITY OF TACOMA AND THE CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY**

GA 0030-24

This Funding Agreement (“Agreement”), entered into between the City of Tacoma, (hereinafter "the City"); and the Central Puget Sound Regional Transit Authority, (hereinafter "Sound Transit," collectively the “Parties” and individually a “Party”).

WHEREAS, the Sound Transit 2 (“ST2 Plan”) high-capacity transit system expansion plan was approved by the voters in November 2008 and included the South Tacoma Station Access Improvements project;

WHEREAS, the ST2 Plan included access to improvements to the South Tacoma Sounder Station which primarily consisted of a parking structure;

WHEREAS, the ST2 Plan authorizes the Board to amend the ST2 Plan and the South Tacoma Station Access Improvements project to construct identified alternatives to the parking structure to meet rider access demands and needs if the original scope is deemed impracticable or unaffordable;

WHEREAS, due to changed ridership patterns following the Covid-19 pandemic, the originally contemplated parking garage is impracticable to meet the stated project purpose of enhancing rider access to the station, and structured parking is unaffordable within the allocated project estimate in the financial plan;

WHEREAS, Sound Transit staff recommended that non-motorized and transit stop improvements be carried forward for further design and construction and that the surface parking lot not advance;

WHEREAS, the City of Tacoma agreed with this approach, documented in a Letter of Concurrence signed in January 2024; and

WHEREAS, on March 24, 2024, the Sound Transit Board of Directors adopted Resolution R2024-05, amending the ST2 Plan to select and implement the South Tacoma Station Access Improvement project, selecting the South Tacoma Station access improvements, a set of non-motorized and transit stop improvements, as the Project to be Built.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed as follows:

1. GENERAL

- 1.1. Eligible Improvements for Reimbursement. The intent of this Agreement is to establish the terms and conditions for the eligible improvements to be performed for the South Tacoma Station Access Improvement project (the “Project”) during the duration of this Agreement. Attached hereto is **Exhibit A**, which outlines the activities, products, and general capital improvements eligible for funding by Sound Transit. Funds may be expended on eligible improvements listed in **Exhibit A** up to the not to exceed amount outlined in Section 1.2 below. **Exhibit B** is the Conceptual Engineering Report and provides additional detail on the elements listed in **Exhibit A**.
- 1.2. Agreement Not-to-Exceed Amount. The total amount of the Agreement shall not exceed \$42,310,763. No payments will be made in excess of the established not-to-exceed (NTE) amount according to the Project Description outlined in Section 2.1 below.
- 1.3. Schedule. All improvements will be complete by April 30, 2030. Sound Transit will close the Project at the end of 2030 and will not reimburse for work that occurs after this date.
- 1.4. The funding provided by Sound Transit does not include federal funding.

2. PROJECT DESCRIPTION

- 2.1. The Project is in Tacoma as identified in **Exhibit A**, Scope of Work and Deliverables and further described in Exhibit B – Conceptual Engineering Report. Sound Transit funding will support two Phases:
 - 2.1.1. Design Phase. The City will design the nonmotorized station access improvements. The Design Phase is expected to require \$4,508,525 of the total Not-to-Exceed amount noted in Section 1.2. Design Phase costs include Preliminary Engineering and Tacoma Staff Costs sufficient to design Priority 1 improvements. To be reimbursed for the Design Phase, the City must provide the following: 1) **Exhibit C**, Project Schedule; and 3) **Exhibit D**, Cost Estimate.
 - 2.1.2. Construction Phase for Priority 1 Improvements. Construction for Priority 1 Improvements are expected to require \$37,802,238 of the total Not-to-Exceed amount noted in Section 1.2. To be reimbursed for the Construction Phase for Priority 1 Improvements, the City must provide the following: 1) updated **Exhibit A** Scope of Work and Deliverables; 2) updated **Exhibit C**, Project Schedule; and 3) updated **Exhibit D**, Cost Estimate.
 - 2.1.3. The Construction Phase for Priority 2 Improvements. If available funding remains of the total Not-to-Exceed amount after the completion of the Construction Phase for Priority 1 Improvements, then Sound Transit will consider funding a Design Phase & Construction Phase for Priority 2 Improvements up to the Not-to Exceed

amount as identified in **Exhibit A**, Scope of Work and Deliverables. Prior authorization by Sound Transit is required for any work starts on Priority 2 Improvements. The City must also provide the following: 1) Exhibit C, Project Schedule; and 2) Exhibit D, Cost Estimate.

3. PROJECT MANAGEMENT

3.1. Designated Representatives. The City and Sound Transit have designated formal points of coordination for this Agreement. The Designated Representatives shall communicate at least quarterly to discuss the status of the tasks to be performed, ensure the improvements are within the not-to-exceed budget parameters noted in Section 2 and on track to being complete by the end of 2030 as noted in Section 1.2. Designated Representatives will also identify upcoming decisions related to the Project, to provide any information or input necessary to inform those decisions, and to resolve any issues or disputes related to the Project consistent with this Agreement.

The Designated Representatives are:

CITY OF TACOMA

Josh Lauer
Project Manager
253-591-5594
jlauer@cityoftacoma.org

SOUND TRANSIT

Heather Pedersen
Project Manager
206-553-3593
Heather.pedersen@soundtransit.org

The Parties may change designated representatives by written notice to the other Party during the term of the Agreement.

3.2. **Program Plan**. The City will develop a plan that includes the scope of the improvements being delivered, a delivery schedule (see Exhibit C for an example) and a proposed budget (Exhibit D) for each improvement before beginning work. This Program Plan will be used to measure progress as outlined in the Reporting Requirements in Section 3.3.

3.3. Reporting Requirements. The City is required to submit at least a Quarterly Progress Report to Sound Transit's Designated Representative to include the below elements (**Exhibit E**: Template for Reporting Requirements). The report may include supporting documentation (photos, City documentation, financial information, etc.).

3.3.1. Project Update. Schedule and cost status of improvements (including Priority 1 and 2 Improvements as applicable). Update will also include status of meeting the April 30, 2030 completion date.

3.3.2. Assessment of on-going risks. The City will notify Sound Transit of any issues that may affect the Project Schedule and overall implementation of the Project.

3.3.3. Project Funding. Summary of expenditures during reporting period and expected expenditures in the subsequent reporting period.

- 3.4. Eligible Costs. Eligible costs include actual Project costs identified in **Exhibit A**, Scope of Work and Deliverables.
- 3.5. Project Schedule. The Parties agree to the project schedule identified in **Exhibit C**, Project Schedule. The City shall complete all work and deliverables of the Project by one year after the expected Project completion date shown in **Exhibit C**, Project Schedule, unless otherwise mutually agreed in writing by both Parties. The City is responsible for notifying Sound Transit of any material changes to the Project Schedule and rationale for the change in writing as part of its quarterly reporting requirements.
- 3.6. The City Work. The City is solely responsible for the final design, permitting, construction, Project and construction management of all applicable Project elements including, but not limited to, procurement and construction contract administration, and excluding adjacent Sound Transit Project elements. The City is responsible for all costs relating to the operations or maintenance of service and capital improvements related to the Project upon its completion. The City will be the owner of the completed Project. Sound Transit is not responsible for funding any service operations or for maintenance of any improvements implemented under this Agreement. For improvements constructed on Metro Parks Tacoma property, the City and Metro Parks Tacoma will determine ownership and maintenance responsibilities.
- 3.7. Signage. Any identification signage used during the Project shall identify Sound Transit as a funding partner.
- 3.8. Project Closeout. Before payment of the final invoice, the City and Sound Transit will meet to ensure final deliverables are complete per **Exhibit A**, Scope of Work and Deliverables.

4. INVOICING

- 4.1. The City will submit quarterly invoices and supporting documentation that align with the Scope of Work and Deliverables for payment (See **Exhibit F**, Invoice Template). The invoices must include the Sound Transit purchase order number provided by Sound Transit.
- 4.2. The City will submit its invoices with the required documentation, in two .pdf files, via email to accountspayable@soundtransit.org (and carbon copying Sound Transit's Designated Representative). Invoices will be paid within thirty (30) calendar days of Sound Transit's receipt of the invoice with acceptable and complete supporting documentation.
- 4.3. The City agrees that within forty-five (45) calendar days after close out with the contractor to submit a final (closing) invoice for that phase.
- 4.4. If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify the City of its determination and request that the City provide additional documentation. Sound Transit may withhold payment of the invoice until supporting documentation is provided, however such approval shall not be unreasonably withheld.

5. TERM, SUSPENSION, AND TERMINATION

5.1. Term. This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until 180 consecutive days following Project completion, unless extended by mutual written agreement of the Parties, superseded by a future agreement, or suspended or terminated in accordance with this Section 5.

5.2. Termination by Sound Transit. Sound Transit may terminate this Agreement by written notice under the following circumstances:

5.2.1. If work as defined in **Exhibit A** is not completed by one year after the expected project completion date shown in **Exhibit C**, Project Schedule, unless otherwise agreed to by the Parties.

5.2.2. If the City fails to make progress towards completing the Project and the City has not provided adequate assurances of its desire or ability to complete the Project and commence operations.

If the Agreement is terminated under this Section 5.2, the City shall reimburse Sound Transit the full amount of all payments it made to the City under this Agreement within ninety (90) calendar days of the date of termination. The City may ask for an extension of time to complete the Project for good cause. Sound Transit's agreement to extend the completion will not be unreasonably withheld.

5.3. Termination by Either Party. Either Party may terminate this Agreement for cause if the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the Dispute Resolution Process has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause will provide the other Party with written notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty (30) calendar days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) calendar days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved Party by giving ninety (90) calendar days' notice to the other Party.

5.4. Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.

6. INDEMNITY

- 6.1. To the maximum extent permitted by law, the City will hold harmless from, and indemnify and defend Sound Transit (including its board members, officers, directors and employees) (the “Indemnified Parties”) from and against any and all claims, demands, losses, lawsuits, actions, or liability of any kind or nature, arising out of or relating to the City’s design, construction, maintenance or operation of the Project, including claims by the City’s employees. **The City SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CITY’S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CITY SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CITY OR A CONTRACTOR UNDER WORKERS’ COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CITY RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, THE CITY’S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST THE CITY BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CITY’S EMPLOYEE(S) DIRECTLY AGAINST THE CITY.** The foregoing indemnity applies only to the extent of the City’s negligence.
- 6.2. The City further agrees to assume the defense of the Indemnified Parties with legal counsel acceptable to Sound Transit, whose acceptance shall not be unreasonably withheld. In all legal or claim proceedings arising out of, in connection with, or incidental to the City’s work or that of its contractors, subcontractors of any tier, suppliers, consultants and sub-consultants. The City shall pay all defense expenses, including attorney fees, expert fees, and costs incurred directly or indirectly on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith. The City may settle any suit, claim, action cost, loss penalty or damages, subject to the approval of Sound Transit, whose approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of the Indemnified Parties. In the event of litigation between the Parties hereto to enforce the rights under this provision, reasonable attorney fees shall be allowed to the prevailing Party.
- 6.3. Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party will fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by the other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorney fees and costs incurred in response to any claims or

assessments by any tax authority against indemnifying Party, its officers, agents and employees.

6.4. The obligations in this Section will survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

7. AUDITS

7.1. Each Party will maintain accounts and records, including contract and financial records that sufficiently and accurately reflect all direct and indirect costs of any nature expended for work performed under this Agreement to ensure proper accounting for all monies paid to the City by Sound Transit. These records will be maintained for six (6) years after termination or expiration of this Agreement unless permission to destroy them is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the Parties.

7.2. The City will make all Project records available for Sound Transit inspection upon prior written reasonable request. Audits may be performed by Sound Transit or its independent public accountants to ensure compliance with and enforcement of this Agreement. Should the audit determine that funds from Sound Transit have been used for expenses that were ineligible, then Sound Transit shall provide a copy of the auditor's determination to the City. If the City agrees with the determination, then the City will reimburse Sound Transit the amounts found to have been ineligible. If the City disputes the auditor's determination, then the matter shall be referred to the Dispute Resolution Process set forth in Section 9.

8. INSURANCE

8.1 Coverage. During the construction phase of any eligible elements within the Project, The City shall provide primary insurance coverage in the amounts that it deems necessary for construction projects of similar size and cost. If The City is self-insured, it shall provide to Sound Transit's risk manager a certificate of self-insurance. The City shall require their contractor(s) and sub-contractors to obtain and maintain insurance in amounts and types suitable to protect Sound Transit and the City from exposures presented by the work performed under this Agreement. The minimum insurance requirements during the entire term of this Agreement are set forth below:

a) Commercial General Liability in the amount of two million dollars (\$2,000,000) each occurrence limit, two million dollars (\$2,000,000) general aggregate limit, and \$2,000,000 products and completed operations coverage, covering bodily injury including death, personal injury, property damage, Employers' Liability and contractual coverage endorsements, and utilize insurers and coverage forms acceptable to Sound Transit.

b) Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least one million

dollars (\$1,000,000) combined single limit.

c) Worker's Compensation insurance coverage, where applicable, shall comply with State of Washington Labor and Industries requirements.

d) Builders Risk coverage will be the responsibility of all contractors and subcontractors.

e) Pollution Liability (if there is any potential environmental liability exposure) in the amount of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

f) Professional Liability (if there is a potential professional liability exposure) in the amount of one million dollars (\$1,000,000) per claim.

8.2 Certificates. With the exception of self-insurance, certificates of insurance must name Sound Transit as an "Additional Insured," and shall reference the number and title of this Agreement. All insurance coverage obtained by the City or its contractors and subcontractors must name Sound Transit, its officers and employees as "additional insured's" and contain "severability of interest" (cross liability) provisions. The City's and the contractor's insurance policies shall be primary to and not contributing with any insurance or self-insurance that may be carried by Sound Transit and waive their right of Subrogation against Sound Transit. Certificates of Insurance, including the Additional Insured Endorsements, Waiver of Subrogation Endorsements and Primary and Non-Contributory Endorsements, will be provided to Sound Transit before the start of any work performed under this Agreement.

9. DISPUTE RESOLUTION

9.1. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section 9. The Parties agree that neither Party may take or join any action in any judicial or administrative forum to challenge the other Party's performance under this Agreement until the dispute resolution process in this Section 9 has been exhausted.

9.2. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

9.3. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

- a. Level One - Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.
 - b. Level Two - Sound Transit's Deputy Executive Director, Project Management & Program Strategy, and the City's Departmental Leads shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.
 - c. Level Three - Sound Transit's Executive Director, Design, Engineering, and Construction Management or Designee and the City's Department Directors or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.
- 9.4. In the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has any obligation to participate in mediation or any other form of alternative dispute resolution following completion of Level Three of the process described herein. A Party may decline to participate in such proceeding for any reason or no reason.

10. LEGAL PROVISIONS

- 10.1. Warranties. By execution of this Agreement, both Parties warrant that they have the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement, they are not in violation of any law, regulation, or agreement; and that the execution, delivery and performance of the Agreement has been duly authorized by all requisite corporate action, and that the signatories hereto, which have signed on each Parties behalf, are authorized to sign this Agreement.
- 10.2. No waiver. Neither Party will be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce will not constitute a waiver of rights or acquiescence in the other Party's conduct.
- 10.3. Costs. Each Party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit arising from this Agreement, each Party will pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided

by law; however, nothing in this paragraph will be construed to limit the Parties' rights to indemnification.

- 10.4. Public Records. Each Party shall be responsible for its own public records and public records requests.
- 10.5. Notices. All notices required under this Agreement must be in writing and addressed to the Designated Representative. All notices must be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative. However, notice under Section 5, termination, must be delivered in person or by certified mail, return receipt requested.
- 10.6. The Parties may not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or the City Council are recognized to be legislative actions. The Parties will take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit will work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 10.7. Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days unless otherwise noted. Any reference to "working days" shall exclude any legal holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 10.8. No joint venture or partnership is formed as a result of this Agreement. No employees, agents, or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- 10.9. This Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document applies to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 10.10. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 10.11. Severability. In case any term of this Agreement is held invalid, illegal, or unenforceable in whole or in part, by a court of law, the Parties will reform the agreement to satisfy the original intent of the Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by having its authorized representative affix her/his name in the appropriate space below:

SOUND TRANSIT

CITY

By: _____
Deputy CEO

By: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Sound Transit Legal Counsel

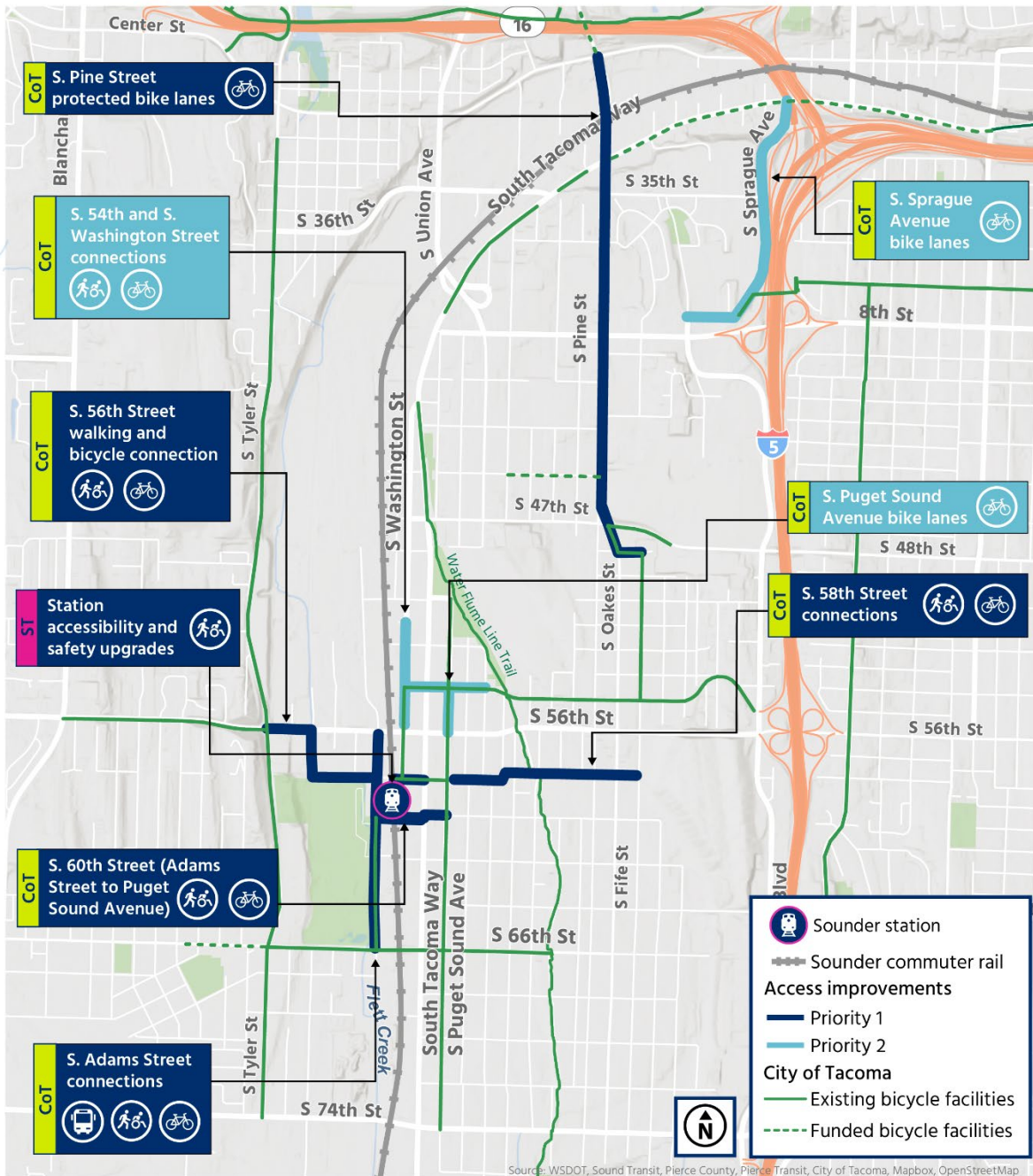
By: _____
City Legal Counsel

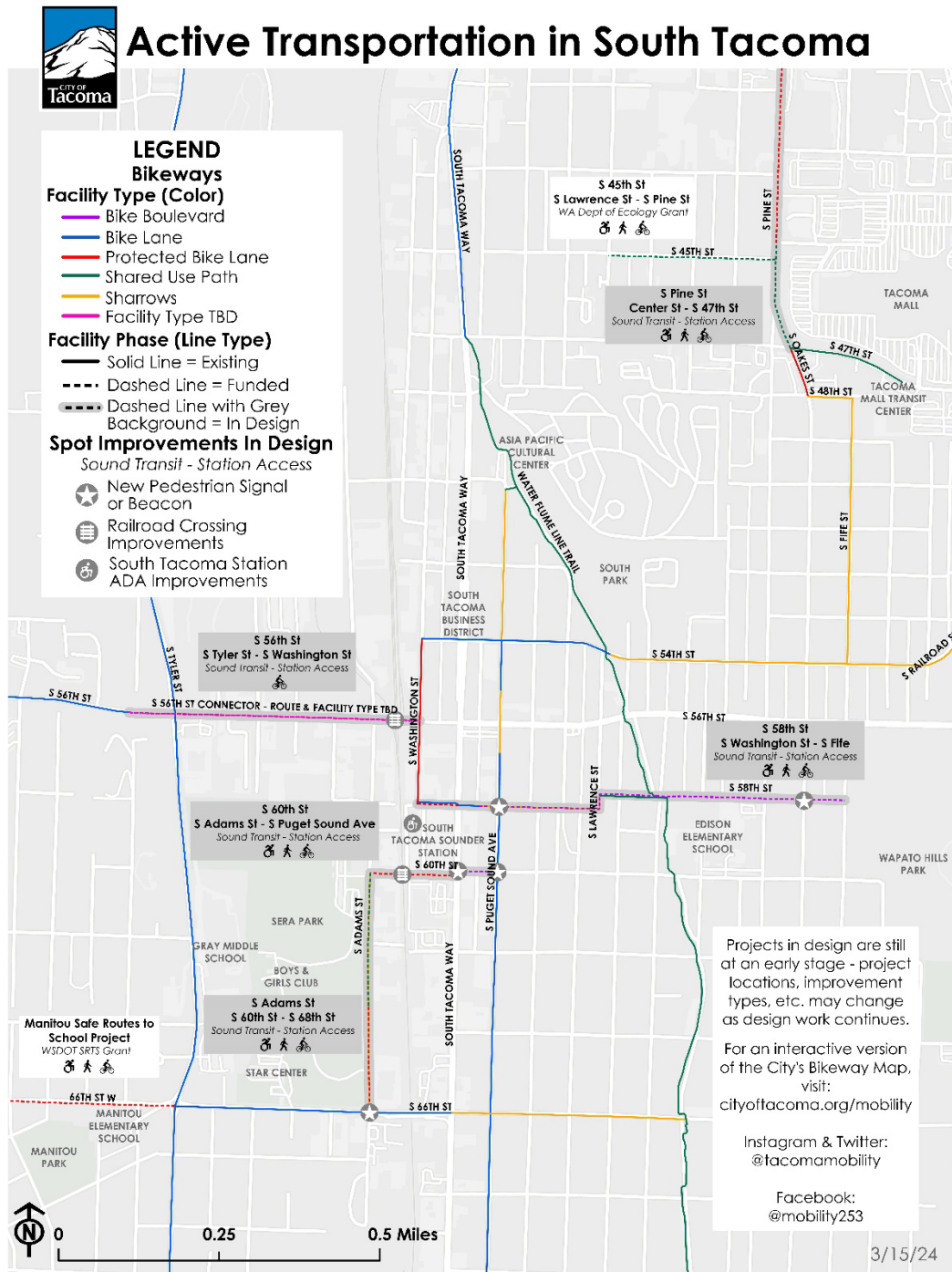
Exhibit List:

- Exhibit A: Scope of Work and Deliverables
- Exhibit B: Conceptual Engineering Report
- Exhibit C: Project Schedule
- Exhibit D: Cost Estimate
- Exhibit E: Template for Reporting Requirements
- Exhibit F: Sound Transit Invoice Form

Exhibit A: Scope of Work and Deliverables

SOUTH TACOMA ACCESS – RECOMMENDED IMPROVEMENTS





The map shows the approximate location of Priority 1 (shown in gray text boxes).

The Priority 1 improvements to be constructed by City of Tacoma (indicated by CoT label) are:

- **S 58th St connections** – adds sidewalks, curb ramps, and protected bike lanes from S Washington St. to South Tacoma Way. Improves bicycle and pedestrian crossing at the intersections of South Tacoma Way and S Puget Sound Ave. Provides sidewalks, curb ramps, ADA improvements and bike boulevard treatments from South Tacoma Way to S Fife St. Includes wayfinding signage to the South Tacoma Station.
- **S 60th St connections** – adds protected bike lanes on the north side of S 60th St. from S Adams St. to South Tacoma Way and then transitions to a bike boulevard from South Tacoma Way to S Puget Sound Ave. Includes spot ADA and sidewalk improvements. The intersection of S 60th St. and South Tacoma Way will be upgraded to a signalized pedestrian and bike crossing. The intersection of S 60th St. and S Puget Sound Ave will also be upgraded with pedestrian and bicycle safety treatments. Includes wayfinding signage to the South Tacoma Station. Rail crossing improvements on S 60th St are not included in the City of Tacoma scope of work, and will be constructed by Sound Transit.
- **S Adams St connections** – adds a protected bikeway from S 66th St. to S 60th St. by installing a 2-way protected bike lane on the west side of S Adams St. that transitions to a shared use path located on the Metro Parks Tacoma SERA Campus. Completes sidewalks and upgrades curb ramps on the east side of S Adams St. from S 66th St. to S 56th St. as needed and improves the intersection of S 60th St. and S Adams St. Upgrades bus stops (serving Pierce Transit Route 53) at the intersection of S 66th St. and S Adams St and adds a signalized bicycle and pedestrian crossing.
- **S Pine St protected bike lanes** – provides protected bike lanes, transitioning to a shared use path, on S Pine St. between S Center St. and S 47th St. by removing a travel lane in each direction. Also includes sidewalk and ADA enhancements, improving existing and adding additional bicycle and pedestrian crossing opportunities, and transit stop improvements.
- **S 56th St walking and bicycle connections** – provides a connection from S 56th St. bike lanes (which end just west of S Tyler St.) to the South Tacoma Station. During the design process, the City will determine the appropriate route and facility type. Rail crossing improvements on S 56th St are not included in the City of Tacoma scope of work and will be constructed by Sound Transit.
- Additionally, if funding remains after the above improvements are designed and constructed, one or more of the following Priority 2 set of non-motorized improvements would be delivered:
 - **S 54th St & S Washington St connections** – provides curb ramp and sidewalk improvements at spot locations on S 54th St. and S Washington St. within a half-mile of the station.
 - **S Puget Sound Ave connections** – enhances bike lanes on S Puget Sound Ave. between S 54th St. and S 58th St. including bicycle crossing improvements at the intersection of S 56th St. and S Puget Sound Ave.
 - **S Sprague Ave bicycle connections** – adds bicycle facilities on S 37th St / S Sprague Ave. between S Steele St and South Tacoma Way. Enhance ADA connectivity between the S 37th St I-5 bicycle and pedestrian bridge and S Steele St, including curb ramp and signal upgrades at the S Steele and S 37th St intersection.

Exhibit B: Conceptual Engineering Report

DRAFT

Exhibit C: Project Schedule

Project Element	Start Date	End Date
Priority 1 Improvements		
S 58 th St connections		
S 60 th St connections		
S Adams St connections		
S Pine St protected bike lanes		
S 56 th St walking and bicycle connections		
Priority 2 Improvements		
S 54 th St & S Washington St connections		
S Puget Sound Ave connections		
S Sprague Ave bicycle connections		

DRAFT

Exhibit D: Cost Estimate

Project Element	Design	Construction
Priority 1 Improvements		
S 58 th St connections		
S 60 th St connections		
S Adams St connections		
S Pine St protected bike lanes		
S 56 th St walking and bicycle connections		
Priority 2 Improvements		
S 54 th St & S Washington St connections		
S Puget Sound Ave connections		
S Sprague Ave bicycle connections		
TOTAL		

DRAFT

Exhibit E: Template for Reporting Requirements

**South Tacoma Access Improvement Project
(Sub Project – Improvement Name)
PROJECT REPORT**

GA 0030-24

Reporting Period: _____

Submitted By: _____

1. **Project Update.** Status of major activities in the reporting period, both current and upcoming.
2. **Assessment of on-going risks.** The City will notify Sound Transit of any issues that may affect the Project Schedule, Project Scope, and overall implementation of the Project.
3. **Summary of expenditures during reporting period.** Summary of expenditures toward eligible improvements during reporting period, and expected expenditures in the subsequent reporting period.

Exhibit F: Sound Transit Invoice Form

Invoice No. _____ Dated: _____

TO: Sound Transit
Accounts Payable
401 S Jackson Street
Seattle, WA 98104
accountspayable@soundtransit.org

Attention: Accounts Payable and Sound Transit Designated Representative

Re: Agreement Title: _____ (required)
Agreement Number: _____ (required)
PO Number: _____ (required)

The City’s authorized representative certifies that Sound Transit’s pro rata share of costs under this invoice is \$ _____, and is due and payable to the City in accordance with the provisions of the Agreement, and is supported by the attached invoice and supporting documentation. *[Identify the element(s), and the amounts by element, for which the amount due applies]*

The City makes the following representations and warranties to Sound Transit in connection with the Invoice:

- All work performed to date has been, unless otherwise specifically stated by the City, performed in accordance with the terms and conditions of this Agreement.
- The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from the City.

Any liability of Sound Transit arising from these representations and warranties are governed by the terms and conditions of the Agreement.

City
By: _____ Date: _____
[Name, Position]