

PROJECT ADMINISTRATION AGREEMENT
BETWEEN
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
AND THE CITY OF TACOMA
FOR THE
TACOMA DOME LINK EXTENSION PROJECT
GA 0008-24

This Project Administration Agreement (“Agreement”) is between the Central Puget Sound Regional Transit Authority, a regional transit authority organized under Chapter 81.112 RCW (“**Sound Transit**”), and the City of Tacoma, a Washington municipal corporation (“**City**”), for the purposes set forth below. Sound Transit and the City are collectively referred to hereafter as “the Parties” or, individually, as a “Party.”

RECITALS

- A. WHEREAS, the City is responsible for administering state and local transportation and land use laws and development regulations that apply to Sound Transit projects located within the City’s jurisdiction. The City is also responsible for managing streets and municipal utilities within its jurisdiction and for providing certain municipal services, such as public safety.
- B. WHEREAS, the Sound Transit Regional Transit Long-Range Plan and Sound Transit 3 Plan identify the Tacoma Dome Link Extension Project (“Project”), as described in the project template included as Exhibit A to Partnering Agreement (“Partnering Agreement”), executed for the Project (GA 0077-18) on June 13, 2018, portions of which are located within the City’s jurisdiction.
- C. WHEREAS, the City and Sound Transit confirmed a mutual understanding of general terms and conditions to advance the implementation of the Project in the Partnering Agreement. This Project Administration Agreement functions as the Staff Reimbursement Agreement referenced in Section 2.1.6 of the Partnering Agreement, and supplements but does not replace or supersede any term of the Partnering Agreement.
- D. WHEREAS, this Agreement addresses the commitment in Section 10 of the Partnering Agreement for the Parties to work cooperatively to negotiate in good faith an agreement to provide reimbursement to the City for the costs of certain services and products related to the successful planning and implementation of the Project within the corporate boundaries of the City. This Agreement is not intended, and shall not be interpreted, to allocate Project costs to the City, including but not limited to costs associated with, civil infrastructure improvements, site development services, utility relocation work, providing utility services, design costs, plan review, inspection, and environmental review.
- E. NOW THEREFORE, in consideration of the mutual promises and covenants herein, it is mutually agreed as follows.

AGREEMENT

1) General

- 1.1 Purpose. Sound Transit’s Project includes facilities to be constructed within the City’s corporate boundaries. The City and Sound Transit will work together to prepare, review and approve agreements between one another, and Sound Transit will prepare construction plans and secure property rights, permits, and approvals from the City and other entities for the construction of Sound Transit’s facilities. The intent of this Agreement is to establish a Task Order process for

Sound Transit to reimburse the City for certain costs not covered by the City's land use, permitting, infrastructure/utility, right-of-way use, or other fee schedules. It is anticipated that a separate agreement or amendments to this agreement may be needed and developed by the Parties for reimbursement of certain Project-related construction and inspection services and assistance.

- 1.2 The parties agree that in providing any reimbursable services under this Agreement, the City and its officers and employees retain their governmental regulatory roles and do not become contractors to Sound Transit.

2) Designated Representatives

The City and Sound Transit designated formal points of contact and coordination for the Partnering Agreement, identified in **Exhibit C** of that Agreement. Those designated representatives are responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties may change designated representatives by written notice to the other Party during the term of this Agreement. Task orders may designate other individuals and points of contact for each task order.

3) Essential Public Facilities

The Parties agree that Sound Transit is a regional transit authority and this Project is an essential public facility and the requirements of RCW 36.70A.200 are applicable under RCW 36.70A.

4) Environmental Review

Environmental review shall be conducted in accordance with Section 7 of the Partnering Agreement.

5) Task Orders for City Services

- 5.1 Principles for Determining Eligible Reimbursable Costs. Sound Transit agrees to pay the City for the costs associated with particular tasks that:

- a) Are required because of implementation of the Project in proximity to City facilities and are not otherwise the City's responsibility to undertake; or
- b) Are directly related to the Project, are essential to meeting Project objectives and schedule, and support Project design, permitting, and construction activities, such as documentation of durable and specific Project commitments and approval services, documented decisions and other types of agreements furthering implementation of the Project; or
- c) Respond to requests made by Sound Transit to provide Project-related technical information such as data, reports, or studies or to provide engineering or design services for City owned utilities or other public works affected by the Project; or
- d) Sound Transit asks the City to undertake and has negotiated a Task Order as described in Section 2.3, or other written agreement, for payment to the City.

- 5.2 In general, Sound Transit will not pay the City for costs associated with the following:

- a) Except for services requested under this Agreement or the Partnering Agreement, coordination between Sound Transit and the City normally provided between government agencies.
- b) City services provided in the ordinary course of business and on the City's usual time and schedule for which the City does not ordinarily charge fees.
- c) City services or costs associated with betterments or other improvements that the Parties agree are not part of the Project scope.
- d) City services or costs associated with the Project prior to execution of this Agreement and associated Task Order.

- 5.3 Task Order Development. Sound Transit will request that the City perform specific tasks, services or work under this Agreement through written Task Orders. A Task Order will be prepared by Sound Transit, reviewed and approved by the City, and executed by the Parties for each task, service or work effort to be covered by this Agreement. Task Orders will be in a format similar to that shown in Exhibit A. Each Task Order will include a scope of work, a schedule of work, and a detailed cost estimate which establishes a maximum funding level for the Task Order. Each Task Order will be executed by the authorized designees of Sound Transit and the City and will incorporate by reference the terms and conditions of this Agreement.
- 5.4 Task Order Management. For each Task Order, the City will provide quarterly progress reports to Sound Transit indicating the amount spent and the estimated cost to complete each scope and budget element included in the Task Order. If actual costs are anticipated to exceed the amount of the Task Order, the Designated Representatives (or designees) will prepare a mutually agreeable cost estimate to complete the work and develop an appropriate course of action, which may include amending the Task Order. Task Order amendments will be in a format similar that shown in Exhibit B. Sound Transit acknowledges that in the event services requested of the City exceed the maximum reimbursable amount for that Task Order, the City may suspend such services until such time as a mutually agreeable Task Order amendment is completed.
- 5.5 Eligible Costs.
- 5.5.1 The following costs will be eligible for reimbursement:
- i. Employees: (1) the applicable employees' direct salaries; and (2) associated direct and indirect costs as adopted in a City fee schedule, provided that the fee schedule is reasonable and consistent with subsection (b) of this section; charged on an hourly basis at the rates in effect at the time the charges are incurred.
 - ii. Consultants. Direct costs incurred by the City to retain consultants to work on the Project for otherwise reimbursable activities as set forth in this Agreement.
- 5.5.2 Ineligible Costs. This Agreement does not cover City's normal capital and operating expenses such as buildings, office equipment, maintenance, security, utilities, or vehicles.
- 5.6 Performance. If a dispute arises regarding this agreement, individual Task Orders, or associated services or commitments by the City or Sound Transit, the Parties agree to utilize the dispute resolution process outlined in the Partnering Agreement, Section 12 – Dispute Resolution, including the principles of working cooperatively and in good faith and using best efforts to prevent and resolve potential issues at the lowest level possible.

6 Invoicing

- 6.1 The City will submit quarterly invoices and supporting documentation for Task Order payments. The invoices must include a signed invoice template, included as Exhibit C, which Sound Transit will provide, a progress report including a description of services provided by the City, a Sound Transit purchase order number, and supporting documentation detailing the work completed and associated eligible costs (such as rates, paid invoices of other eligible direct costs, etc).
- 6.2 The City will submit its invoices with the required documentation via email to AccountsPayable@SoundTransit.org. Invoices will be paid within thirty days of Sound Transit's receipt of the invoice and acceptable and complete supporting documentation.
- 6.3 If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify the City of its determination and basis for such determination within thirty days and provide a detailed request describing the additional documentation Sound Transit

requires the City to provide. Sound Transit may withhold payment of the inadequately supported invoiced items until supporting documentation is provided. However, such approval will not be unreasonably withheld or delayed.

- 6.4 Should the City not receive payment within 30 days of Sound Transit's receipt of invoices sent pursuant to this Section, the City may pursue the remedies set forth in Section 7.

7 Dispute Resolution and Relationship of the Parties

- 7.1 Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed under the dispute resolution provisions found in Section 12 of the Partnering Agreement. The Parties agree that cooperation and communication are essential to resolving issues efficiently. Each party's Designated Representatives are identified in Exhibit C of the Partnering Agreement agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.

- 7.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.

8 Suspension and Termination

- 8.1 If the City has not received payment from Sound Transit as provided in Section 5, the City may suspend performance of all or any part of the associated work after giving Sound Transit thirty days' notice of the City's intent to do so. Such suspension will remain in effect until payment is made in full, at which time the suspension will be lifted.

- 8.2 Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill a material obligation under this Agreement in a timely manner or breaches any material provision of this Agreement and the Dispute Resolution Process identified in the Partnering Agreement 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 notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved Party by giving ninety days' notice to the other Party.

- 8.3 This Agreement will also terminate with the mutual consent of the Parties.

- 8.4 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 termination will be borne by the Parties in accordance with the terms of this Agreement.

9 Indemnity

- 9.1 Each Party shall fully bear its own risk and liability from and against any claims, losses or liability, arising in any way from this Agreement without making claims against or seeking contribution from the other party for attorney's fees and costs in defense.

- 9.2 Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement.

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

10 Audits

- 10.1 Each Party will maintain accounts and records, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records will be maintained for a period of six years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the Parties.
- 10.2 The City will make all Project records available for Sound Transit inspection upon prior 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, the City will reimburse Sound Transit the amounts found to have been ineligible; provided that, in the event that the City disputes the conclusions of the Audit, the Parties may resolve the dispute through the dispute resolution process.

11 Duration of Agreement

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 all Sound Transit Projects contemplated by this Agreement are completed, unless this Agreement is extended by mutual agreement of the Parties, or unless this Agreement is superseded by a future agreement or is sooner terminated as provided in Section 7 above.

12 General Provisions

- 12.1 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 therewith, and such failure to enforce will not constitute a waiver of rights or acquiescence in the other Party's conduct.
- 12.2 If either Party brings any claim or lawsuit arising from this Agreement, each Party will pay all its legal costs and attorneys' 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.
- 12.3 The following terms and conditions of the Partnering Agreement are incorporated by reference into this Agreement: 2. Project Management, 3. Project Development, 13. General Provisions.
- 12.4 Unless specified otherwise herein, in a specific Task Order or other agreement, or otherwise directed by law, where timelines are specified they shall be assumed to be provided in calendar days (not "working days").

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

SOUND TRANSIT

By: _____
Terri Mestas, Capital Delivery Officer

Date: _____

Authorized by Motion No.

Approved as to form:

By: _____
Jonathan Nichols, Senior Legal Counsel

THE CITY OF TACOMA

By: _____
Elizabeth A. Pauli, Tacoma City Manager

Date: _____

Authorized by City Council
Resolution No. ____ on ____.

By: _____
Jackie Flowers, Director Tacoma Public Utilities

Authorized by Tacoma Public Utility Board
Resolution No. ____ on ____.

By: _____
Tacoma Finance Director

By: _____
Tacoma Risk Manager

Approved as to Form:

By: _____
Name/Title: _____

EXHIBIT LIST

- A. Task Order Format
- B. Task Order Amendment Format
- C. Invoice Format

Exhibit A

Task Order Format

Task Order ____
under the
PROJECT ADMINISTRATION AGREEMENT
BETWEEN
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“SOUND TRANSIT”)
AND THE CITY OF TACOMA FOR THE
TACOMA DOME LINK EXTENSION PROJECT
GA 0008-24

This Task Order is issued under the Agreement between the City of Tacoma and Sound Transit “Project Administration Agreement.” This Task Order establishes the scope, schedule, and budget for the services (Services) provided by the City for the Sound Transit PROJECT/PHASE. The City agrees to perform the Services in the manner set forth in this Task Order. The terms and conditions of the Project Administration Agreement are incorporated by reference into this Task Order.

The effective date of this Task Order is _____, 20____.

The end date of this Task Order is _____, 20____.

Project Description. *General Description of the work to be performed. May also include definitions if helpful/appropriate.*

- The Scope of Work is included as Attachment 1.
- The Schedule is included as Attachment 2.
- The Rate Schedule and Cost is included as Attachment 3.

Each of the Parties has executed this Task Order by having its authorized representative affix his/her name in the appropriate space below:

<u>For the City</u>	<u>For Sound Transit</u>
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

Exhibit B

Task Order Amendment Format

Task Order #_ - Amendment #_

This Amendment to Task Order #_ is issued under the Project Administration Agreement between the City of Tacoma and Sound Transit executed on _____, 2024 (GA _____). This Task Order Amendment establishes the mutually agreed-to modifications to the scope, schedule, and/or budget for the services (Services) provided by the City for the Sound Transit PROJECT/PHASE. The City agrees to perform the Services in the manner set forth in this Task Order Amendment. The terms and conditions of the Project Administration Agreement are incorporated by reference into this Task Order.

The effective date of this Amended Task Order is _____, 20__.

The end date of this Amended Task Order is _____, 20__.

Description of Amendment. *General Description of the modifications to the original Task Order, including attachments, as necessary, to outline any specific adjustments to the scope of work, schedule, and/or cost estimate.*

Each of the Parties has executed this Task Order Amendment by having its authorized representative affix his/her name in the appropriate space below:

<u>For the City</u>	<u>For Sound Transit</u>
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

Exhibit C: Invoice Format

Invoice No. _____ Dated: _____

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

Attention: Accounts Payable and Designated Representative

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

The City's authorized representative certifies that Sound Transit's 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 elements(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]

Task Order #1
PROJECT ADMINISTRATION AGREEMENT
BETWEEN
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
AND THE CITY OF TACOMA FOR THE
TACOMA DOME LINK EXTENSION PROJECT
GA 0008-24

This Task Order #1 is issued under the Agreement between the City of Tacoma and Sound Transit "Project Administration Agreement" (GA 0008-24). This Task Order #1 establishes the scope, schedule, and budget for the services ("Services") provided by the City for the Tacoma Dome Link Extension Project ("Project"). The City agrees to perform the Services in the manner set forth in this Task Order. The terms and conditions of the Project Administration Agreement are incorporated by reference into this Task Order.

The effective date of this Task Order is upon signature by both parties,

The end date of this Task Order is December 31, 2027, or through amendment to the Task Order.

This Task Order #1 not-to-exceed amount is \$312,000.

Task Order #1 Description. General Description of the work to be performed. May also include definitions if helpful/appropriate.

- The Scope of Work, which includes six (6) distinct task items, is included as Exhibit 1.
- The Project Schedule is included as Exhibit 2.
- The Rate Schedule and Cost Table as Exhibit 3.

Each of the Parties has executed this Task Order #1 by having its authorized representative affix his/her/their name in the appropriate space below:

{signatures to follow}

<u>For the City of Tacoma</u> Signature _____ Printed Name _____ Title _____ Date _____ Ordinance: _____ Name, City Attorney	<u>For Sound Transit</u> Signature _____ Printed Name _____ Title _____ Date _____ Approved as to Form _____ Name, City Attorney
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Exhibit 1: Scope of Work

Task A: Project Administration

A.1. Coordination and Communication

The key purpose of coordination and communication during this phase is to work collaboratively with ST on planning and design issues for the TDLE project. Activities include participating in regularly scheduled (as needed bi-weekly or monthly) project coordination meetings with ST and preparing for and/or following up on key topics to advance resolution of issues. Also included, is identification of and discussion regarding projects and/or proposals (e.g., utility, public works projects, or private development projects) that present partnership opportunities or the potential to conflict with the project.

The City's Designated Representative and appropriate representatives from various City departments as agreed between the City's and Sound Transit's Designated Representatives, shall attend:

- Project issues meetings approximately twice per month (approximately two hours per meeting)
- Interagency Group (IAG) meetings approximately once per month (approximately two hours per meeting)
- Issue-specific workshops, design discussions and other planning efforts as needed to address project issues (workshops up to three hours, approximately one per quarter)
- Sound Transit will participate in City of Tacoma meetings that help advance the TDLE project, however the City is responsible for staff team time on internal deliberations and processes.
- The City's Designated Representative shall participate in all ad hoc coordination meetings with Sound Transit's Designated Representative.

The City's Designated Representative will be responsible for identifying and disclosing to Sound Transit, as soon as practicable, any projects and/or proposals (e.g., utility, public works projects, or private development projects) that present partnership opportunities or the potential to conflict with the project.

ST Deliverables:

- Attendance, preparation, and list of follow-up items/action items for Project meetings.

COT Deliverables:

- Project-requested existing City data, reports or studies, and information such as but not limited to: traffic data and related files, City facility and utility as-built drawings and plans, utility agreements, environmental studies and reports, etc.

A.2. Management and Administration

The key purpose of this task is to provide accurate and timely project administration. This task will be continuous throughout the duration of this phase and includes the City's work necessary to set up and prepare quarterly invoicing, monitoring and reporting progress, preparing for future Project phases, and providing overall project coordination.

Deliverables

- Provide quarterly invoicing and progress reporting and on-going project management activities.

A.3. Agreements

The key purpose of this task is to interface with ST and provide for timely approval of task orders and other relevant agreements that may be identified as required or desired during the course of this phase of the Project. In the event other agreements are identified for completion during this phase of the Project, this task will be used by the City for all coordination and other activities associated with such agreements, letters of concurrence, or other instruments.

Deliverables

- The City will work with ST to develop a Task Order for future phases of the project. This work is anticipated to occur near the end of the environmental review process.

Task B: Design and Document Review

B.1 Review of Project Technical Memoranda and Other Documents

This task includes City discipline review and where appropriate, concurrence, for project documents prepared in support of the DEIS, including technical memoranda, feasibility studies, basis of design reports, or other documents prepared for the Project for which City review is desired by Sound Transit to efficiently advance project development. The City's Designated Representative shall resolve substantial inconsistencies among review comments from the City departments and shall provide Sound Transit with consistent and consolidated review, comments, and decisions. The City's Designated Representative shall be responsible for ensuring all City review comments are accurately documented in the correct Sound Transit design review format. The City will work in good faith to perform their review of documents within the timeline requested by Sound Transit, which will be commensurate with the length and complexity of the document being reviewed.

B.2. Over the Shoulder (OTS) Design Review and Formal Submittal

The key purpose of Over the Shoulder (OTS) review during this phase is to ensure effective City coordination with the Project to contribute to the effectiveness of the Project, provide local perspective, and implement applicable City plans, codes and regulations so that Sound Transit can efficiently advance project development consistent with those City plans, codes, and regulations. While the majority of formal design review will occur through the City's established permitting process, this task may also include activities to support formal design review, such as reviews prior to formal submittal, additional meetings, informal reviews and other activities that don't fit within the City's established permitting process. A permitting plan, which will more specifically outline permitting requirements associated with formal design review, will be developed for the Project per Task E. Close coordination, through the regularly scheduled meetings referenced in A.1 and additional meetings as needed, will be necessary to advance, review, and communicate design developments with project team members and to seek feedback and concurrence from the City.

As appropriate under this task, City staff will review conceptual design submittals and associated reference drawings, as well as other information submitted as part of the basis of design. City technical staff and City department staff with sufficient decision-making authority will attend and represent the City at planning/engineering focused meetings and workshops. It is the responsibility of the City's

designated representative to coordinate with appropriate City staff to support timely and consolidated reviews, work in good faith to provide reviews within requested timelines, and communicate with Sound Transit when additional information or time is needed.

Deliverables:

- Meetings to review and coordinate code requirements.
- Over the shoulder reviews and consolidated and coordinated comments

Task C: Coordination on Environmental Review

C.1 Environmental Review

As a cooperating agency with Sound Transit and the Federal Transit Administration (FTA), the City will be afforded the opportunity to review the Draft Environmental Impact Statement (“DEIS”). Sound Transit will notify the City two to four weeks in advance of the DEIS publication. The City will perform review of the Draft EIS documents and return unified and coordinated comments from all relevant City departments within the 45-day Draft EIS comment period.

Reimbursement pursuant to the terms of the Project Administration Agreement for this activity will only be approved for time spent by the City’s Designated Representative (or his or her designee) who will be charged with consolidating and reconciling all City comments as part of preparing a set of unified City comments to provide to Sound Transit. No reimbursement of individual subject matter experts or technical staff at the City will be approved as part of activities under Task C.

Deliverables:

- Consolidated set of City comments, including all relevant discipline groups, of the Project’s EIS Technical Methods Reports and selected Draft EIS draft technical reports.

Task D: Public Outreach Efforts Support

D.1 Participate in Planning Public Outreach Efforts

The City will provide assistance to Sound Transit, in planning outreach activities to local stakeholders. This may include strategizing about effective outreach, identifying communities where efforts should be targeted, assisting in preparing materials, and other assistance as requested.

Task E: Preliminary Permitting Coordination

E.1 Create Permitting Plan

A key activity during this phase is to jointly develop a preliminary permitting plan that supports the project schedule, deliverables/objectives, and provide ST with the applicable codes and regulations necessary for permit issuance and preliminary discussion of key design and code conflicts. City and Sound Transit staff will work together to establish mutually agreeable procedures and to streamline processes where possible. Work on a TDLE project permitting plan will be eligible for reimbursement.

Deliverables:

- Participation in meetings to develop and deliver on a preliminary permitting plan

Task F: Station Planning Coordination

F.1 Station Access Improvements

The purpose of coordination between the City and Sound Transit is to support defining and responsibility for projects that provide safe and convenient access to the HCT stations. This could include technical analysis of needs and gaps, interagency workshops and conceptual design development of access improvements (vehicular and non-motorized) within the project footprint as well as in the broader access shed. The core HCT capital project will include some elements within the station context, which encompasses the immediate 1-3 blocks around the station and includes the construction footprint (the area that Sound Transit will utilize during construction but will not be Sound Transit right of way (including anticipated surplus property) after construction). The core HCT capital project's station access allowance funding is intended for potential non-motorized improvements that are outside the permanent footprint of the project and not for items covered by the core HCT capital project. Task F.1 also includes coordination and integration of transit. Modes to be covered include, but not limited to non-motorized, transit, and passenger pick-up and drop-off facilities. This work will be closely coordinated with F.2 Transit Oriented Development (TOD) and Urban Design. Coordination or work efforts related to Tacoma Dome Access Improvements (TDAI), which is ST2 funded, will not be reimbursable.

Deliverables:

- Participation in meetings and workshops to develop and review access projects within the project boundaries and projects that are located outside of the project boundaries, but that serve the station.

F.2 Transit Oriented Development and Urban Design

The purpose of coordination is to incorporate TOD principles into the project's conceptual engineering design. This could include technical analysis, interagency workshops and development of urban design frameworks that define the interface of the HTC capital project with the surrounding urban fabric to support TOD. It could also include planning support for joint development or redevelopment of potential future surplus property in accordance with City and Sound Transit policy. This work will be closely coordinated with F.1 Station Access Improvements.

Deliverables:

- Participation in meetings and workshops to develop urban design concepts and frameworks for stations (e.g., up to four 1.5-hour workshops, in addition to email communication between meetings as needed)
- Review and execution of memos of concurrence with urban design drawings, delineation of constraints on potential TOD sites, identification of potential zoning amendments, documents, and technical studies produced through the project.

Basis of Scope and Budget Estimate

The Budget set forth in Attachment 3 represents the Parties' best estimate for completing the Scope of Work. The City agrees to make best efforts to complete the Scope within the Budget, and further agrees not to exceed the budgeted amount without prior written authorization from Sound Transit, which requires supplementing the budget through amendment to this Task Order.

In addition to those assumptions stated elsewhere in this Task Order, the following assumptions have been used in estimating the effort required to complete the Scope of Work:

- Budgets reflect anticipated blended hourly rates and overhead charges using mid-point of agreement estimates or salary escalation rates. Significant additional hourly rate or overhead adjustments are not anticipated during the duration of this Task Order and would be offset by scope reductions given the not to exceed amount associated with this Agreement.
- The scope and budget for this Task Order assume Sound Transit and its consultants will identify issues requiring input from the City. City staff would provide feedback on materials and issues as presented by Sound Transit but would not be responsible for confirming the quality or accuracy of those materials.
- Drawings, sections, as-builts, traffic model analysis, cost estimates, survey work, and other such engineering products needed to resolve issues will be collected and prepared by Sound Transit staff and are not budgeted for in this Task Order unless otherwise noted in the scope of work above.

Exhibit 2: Project Schedule

Task Order #	Start Month	End Month
A. Project Administration		
A.1 Coordination and Communication	April 2025	December 2027
A.2 Management and Administration	April 2025	December 2027
A.3 Agreements	April 2025	December 2027
B. Design and Document Review		
B.1 Review of Project Technical Memoranda and Other Documents	April 2025	December 2027
B.2 Over the Shoulder Design Review & Formal Submittals	April 2025	December 2027
C. Coordination on Environmental Review		
C.1 Environmental Review	April 2025	December 2027
D. Public Outreach Efforts Support		
D.1 Participate in Planning Public Outreach Efforts	April 2025	December 2027
E. Preliminary Permitting Coordination		
E.1 Create Permitting Plan	April 2025	December 2027
F. Station Planning Coordination		
F.1 TDLE Station Access Improvements	April 2025	December 2027
F.2 Transit Oriented Development and Urban Design	April 2025	December 2027
* Dates are current as of Task Order execution, but are subject to change. Sound Transit will keep the City apprised of schedule changes by means of a “lookahead” schedule, which be updated on a regular basis.		

Exhibit 3: Rate Schedule & Cost

Table 1: Rate Schedule

Task Order #1	2024 Labor Rate
A. Project Administration	
A.1 Coordination and Communication	130
A.2 Management and Administration	130
A.3 Agreements	130
B. Design and Document Review	
B.1 Review of Project Technical Memoranda and Other Documents	130
B.2 Over the Shoulder Design Review & Formal Submittals	130
C. Coordination on Environmental Review	
C.1 Environmental Review coordination	130
D. Public Outreach Efforts Support	
D.1 Participate in Planning Public Outreach Efforts	130
E. Preliminary Permitting Coordination	
E.1 Create Permitting Plan	130
F. Station Planning Coordination	
F.1 Station Access Improvements	130
F.2 Transit Oriented Development and Urban Design	130

The rate schedule may be amended as needed by mutual agreement of both Parties.

Table 2: Cost Table

	Task Order #1	Number of Hours	Cost
A.	A. Project Administration		
	A.1 Coordination and Communication	180	\$140,400.00
	A.2 Management and Administration	40	\$10,400.00
	A.3 Agreements	60	\$31,200.00
	TOTAL A: Project Administration		\$182,000.00
B.	B. Design and Document Review		
	B.1 Review of Project Technical Memo and other docs	25	\$19,500.00
	B.2 Over the Shoulder Design Review and Formal Submittal	25	\$19,500.00
	TOTAL B: Design and Document Review		\$39,000.00
C.	C. Coordination on Environmental Review		
	C.1 Environmental Review Coordination	40	\$10,400.00
	TOTAL C: Coordination on Environmental Review		\$10,400.00
D.	D. Public Outreach Effort Support		
	D.1 Participate in Planning Public Outreach Efforts	100	\$39,000.00
	TOTAL D: Public Outreach Effort Support		\$39,000.00
E.	E. Preliminary Permitting Coordination		
	E.1 Create Permitting Plan	40	\$10,400.00
	TOTAL E: Preliminary Permitting Coordination		\$10,400.00
F.	F. Station Planning Coordination		
	F.1 Station Access Improvements	40	\$15,600.00
	F.2 Transit Oriented Development and Urban Design	40	\$15,600.00
	TOTAL F: Station Planning Coordination		\$31,200.00
Total of A - F:			\$312,000.00

*Individual line items may vary in actual costs. The total Task Order amount can only be modified by amendment.