

Cooperative Agreement Modification

**The District of Columbia
Department of Transportation
and
The Union Station Redevelopment Corporation
and
The National Park Service
National Capital Region**

Cooperative Agreement Number: H3400040003

Dated: September 30, 2004

Modification Number: 0001

Effective Date: Upon signature of all parties

Project Title: Transportation Improvements Including the Reconfiguration of Columbus Circle and Columbus Plaza at Historic Union Station, Washington, D.C.

The Cooperative Agreement is modified as follows:

1. **ARTICLE VII – AWARD AND PAYMENT**, Paragraph D. Method of Payment, item 3: In both instances in which it appears in this item, the phrase “prior to the end of October 2004”, is deleted and replaced with “prior to commencement of construction activities described in this Agreement.”

All other provisions remain unchanged. **IN WITNESS HEREOF**, the parties hereto have executed this modification on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE

Lisa A. Mendelson-Telmini
Joseph Lawler, Regional Director
National Capital Region

3/17/06
Date

Thomas M. McConnell
Thomas M. McConnell, Contracting Officer
National Capital Region

MAR 13 2006
Date

FOR THE DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION

[Signature]
Director

April 6, 2006
Date

FOR THE UNION STATION REDEVELOPMENT CORPORATION

[Signature]
President

April 11, 06
Date

Cooperative Agreement

between

The District Of Columbia
Department Of Transportation

and

The Union Station Redevelopment Corporation

and

The National Park Service
National Capital Region

For

Transportation Improvements
Including the Reconfiguration of Columbus Circle
and Columbus Plaza at Historic Union Station
Washington, D.C.

This Agreement is entered into by and between the District of Columbia Department of Transportation (DDOT), the Union Station Redevelopment Corporation (USRC), and the National Park Service, National Capital Region (NPS).

ARTICLE I – BACKGROUND AND OBJECTIVES

DDOT desires to improve the safety and convenience of pedestrian and bicycle access to and from Union Station, the District's premier intermodal transportation center.

According to the "*Union Station Access and Circulation Study*" performed by USRC with the participation of the Government of the District of Columbia, the NPS, the Architect of the Capitol, the Federal Railroad Administration, the National Railroad Passenger Corporation, the Washington Metropolitan Area Transit Authority (WMATA) and others, this can be accomplished, in part, by reconfiguring Columbus Circle and Columbus Plaza immediately to the south of Union Station. According to a recent survey, the area to be reconstructed consists of approximately 8.94 acres. Of this area, NPS has jurisdiction over 40.5%. DDOT has jurisdiction over 35.8%. USRC has jurisdiction over 23.7%.

To facilitate the reconfiguration of Columbus Circle and Columbus Plaza, DDOT has received a grant from the Federal Transit Administration (FTA). This grant is described in Article IV.A.1 below. DDOT shall contract, manage, approve and pay invoices for work associated with the reconfiguration of Columbus Circle and Columbus Plaza with monies provided by the FTA grant and local matching funds. Should this federal grant be terminated or extinguished, this Agreement shall become null and void.

In recognition of past financial contributions from the District of Columbia (District) for the construction of the Union Station Garage and in exchange for DDOT making several federal grants available for the accomplishment of various pedestrian, cycling and transit improvements enumerated below, USRC will provide the local match required as a condition of these DDOT-acquired federal grants along with any additional funds that may be required to reach Project completion as described in Article IV.B.4. herein. USRC shall participate in oversight of the reconfiguration of Columbus Circle and Columbus Plaza, particularly with regard to operational changes and design specifications of alterations or improvements on land under USRC jurisdiction. USRC shall provide expeditious review, comment and approvals as necessary to complete the work in a timely manner. Additionally, USRC shall agree to certain conditions governing the utilization of some of USRC's real estate.

In recognition of and in exchange for DDOT making federal grants available for the accomplishment of various pedestrian, cycling and transit improvements enumerated below (including the expansion of Columbus Plaza as a result of the elimination of the recirculation roadway), NPS shall participate in oversight of the reconfiguration of Columbus Circle and Columbus Plaza, have approval over all design specifications of paving, curbing and landscape improvements on land under NPS jurisdiction (after necessary land transfers have been completed), shall provide expeditious approvals necessary to complete the work in a timely manner and shall provide DDOT with funding to design and construct landscaping for Columbus Plaza and to design, repair and restore the memorial and fountains on Columbus Plaza.

Thereafter, NPS shall maintain the living and nonliving elements of Columbus Plaza on NPS lands following net land transfers.

In recognition of local and federal fiscal efficiency, DDOT shall contract, manage, approve and pay invoices for work associated with the NPS Columbus Plaza memorial and fountain restoration as part of the Columbus Circle Reconfiguration Project (Project) with monies provided by NPS. All work on NPS lands shall be done to the satisfaction of NPS within the limits established by NPS guidance and funding.

ARTICLE II - AUTHORITY

This Agreement is undertaken by DDOT and the NPS pursuant to the authority contained in the Transportation Equity Act for the 21st Century (P.L. 105-178) (TEA-21) and in the NPS management authorities of 31 U.S.C. Section 1537 and 16 U.S.C. Section 1g.

ARTICLE III - DEFINITIONS

- A. The term *Agreement* means this Cooperative Agreement, Number H3400040003, including any exhibits or amendments hereto.
- B. The term *CFR* means the Code of Federal Regulations.
- C. Unless otherwise specified in this Agreement, the term *days* means Federal business days.
- D. The term *FAR* means the Federal Acquisition Regulations.
- E. The term *National Park Service* or *NPS* shall include the National Capital Region, National Park Service. It shall also include the Regional Director, National Capital Region, or such other person as may be designated by the Regional Director to act for the Regional Director in exercising all authority under this Agreement.
- F. The term *OMB* means the U.S. Office of Management and Budget.
- G. The term *party* means either the NPS, the DDOT, or the USRC. The term *parties* refers to the NPS, the DDOT and the USRC, or any combination of such entities.
- H. The term *Project* means the work, funding and services associated with the Columbus Circle / Columbus Plaza Reconfiguration, Bicycle Station, Pedestrian Tunnel, Car Sharing Parking Spaces and Metrobus Layover Spaces as contemplated under this Agreement.
- I. The term *Third Party* means neutral third parties, who are not parties to this Agreement, who are brought in specifically for the purpose of dispute resolution under Article XI of this Agreement.

ARTICLE IV – STATEMENT OF WORK

A. The DDOT agrees to:

1. Make available \$4,933,988 of federal FY 1999 and FY 2000 TEA-21 Title III – Bus and Bus Related Facilities funds earmarked for an Intermodal Transportation Center (ITC) as reimbursements for costs associated with the reconfiguration of Columbus Circle and Columbus Plaza, pursuant to “Concept B” contained in the “*Union Station Access and Circulation Study*” from September, 2000. Design and installation of accessible pedestrian facilities and other requirements of the Americans with Disabilities Act (including, but not limited to, curb ramps and sidewalk edge warnings comprised of truncated domes, and accessible pedestrian crossing signals) will be included in the Project scope;
2. Review 30 % design plans completed pursuant to a contract between USRC and Parsons Transportation Group (PTG);
3. Procure design services to complete final Plans, Specifications, and Engineering Estimates (PS&E) for the reconfiguration of Columbus Circle and Columbus Plaza. To the extent that funding is provided by NPS, DDOT shall also procure design services to complete PS&E for repairs and restoration of the memorial and fountains within Columbus Plaza;
4. Ensure compliance with all federal and District environmental, historical and permit requirements for all work related to improvements at Columbus Circle and Columbus Plaza, including documentation and review by the National Capital Planning Commission, the State Historic Preservation Officer and the Commission of Fine Arts as necessary, excluding any compliance required specifically for the repair and restoration of the memorial and fountains within Columbus Plaza;
5. Prepare a temporary sign visible to the public, indicating the funding sources and participation levels provided by the FTA, USRC, NPS and the District;
6. Procure construction services to implement the final design for the reconfiguration of Columbus Circle and Columbus Plaza and, to the extent that funding is provided by NPS, for the repairs and restoration of the memorial and fountains within Columbus Plaza. Final design will include, among other things, recommendations regarding concrete bus pads in Lane B, vehicle and pedestrian signage, lighting levels and hardware, and security measures such as lighted bollards;
7. Manage \$625,000 in Congestion Management and Air Quality (CMAQ) funds to procure planning, design and construction services to create a bicycle station at Union Station where bicycles may be parked, repaired and rented. DDOT will work with USRC, NPS and the public to identify an appropriate site, access and

signage for a bicycle station on the grounds of Union Station or Columbus Plaza. DDOT understands that Union Station Venture, Ltd. (USV), not a party to this Agreement, has a lease on the Union Station building and some of its surrounding roadways. USRC has conveyed information that USV will not charge rent for space used by the bicycle station, but payment for utilities and liability issues will be addressed in a lease between USV and the bicycle station operator. DDOT will ensure that, should the bicycle station cease operations, the bicycle station will be dismantled and removed. A preliminary concept for the bicycle station location is included in Attachment C;

8. Manage \$175,000 in NPS-contributed funds for design, construction and installation of the living and nonliving elements of the landscaping associated with the reconfiguration of Columbus Circle and Columbus Plaza, including repaving within the interior of Columbus Plaza, and manage \$354,000 in NPS-contributed funds for design, repairs and restoration of the memorial and fountains within Columbus Plaza;
9. Submit to NPS all requested necessary land transfers for review and approval by the National Capital Planning Commission following the completion of final design for reconfiguration of Columbus Circle and Columbus Plaza;
10. Submit final PS&E for the bicycle station and for repair and restoration of the memorial and fountains to the appropriate organizations (USRC, USV or NPS) for their review and to the Federal Highway Administration (FHWA) for its review and funding approval, as necessary;
11. Manage up to \$625,000 in CMAQ funds for the completion of a pedestrian tunnel between the First Street, NE faregate area of the Union Station Metrorail station and the H Street overpass at First Street, NE;
12. Provide to NPS all necessary supporting information for preparation of the Section 106 of the National Historic Preservation Act documentation, which requires the following:
 - a. Documentation of Project limits of effect; and
 - b. Consultation and documentation of coordination with the State Historic Preservation Officer; and
13. Ensure that DDOT contractors who work on the reconfiguration Project (1) coordinate with the USRC garage expansion contractor to accommodate Metrobus layover needs during construction as mentioned in Article IV.B.5 and B.6 below; (2) coordinate vehicular ingress and egress to and from the Parking Garage; and (3) do not prohibit vehicle and pedestrian ingress and egress to and from the station which access must be maintained 24 hours a day seven days a week, 365 days a year.

14. Ensure that DDOT contractors who work on all phases of the reconfiguration Project coordinate with USV, paying particular attention to the rights that Old Town Trolley, DC Ducks, and TourMobile have to access the front of Union Station for passenger loading and unloading.

B. The USRC agrees to:

1. Provide all work product (or copies thereof) to DDOT associated with USRC's contract with PTG for 30% design plans for the reconfiguration of Columbus Circle and Columbus Plaza. The overall preliminary plan for the reconfiguration of Columbus Circle and Columbus Plaza can be seen on Attachment C;
2. Submit completed 30% design plans to all permitting and approving agencies that provided tentative approval for the commencement of this Project and that must provide construction approval or permits based upon the final design;
3. Provide to DDOT the local match required for the use of TEA-21 Title III Bus and Bus-Related ITC funds in the amount of \$1,233,497;
4. Provide to DDOT any additional funds (in excess of the federal grant and local match) necessary to complete the reconfiguration of Columbus Circle and Columbus Plaza pursuant to Concept B from the "*Union Station Access and Circulation Study*." Funding "necessary to complete reconfiguration" shall include, but not be limited to, any alteration of the garage and garage ramps or their operational characteristics as may be required to permit the safe and timely movement of Metrobuses from bus stops in front of the station to the garage and back again. However, if the parties anticipate that the USRC contribution may exceed the amount identified in Article IV.B.3, IV.B.11 and IV.B.12 (\$1,483,497) by more than 10% (\$148,350), then no funds in excess of this amount ($\$1,483,497 + \$148,350 = \$1,631,847$) shall be required from USRC unless and until the USRC Board of Directors approves either an increase in the total contribution amount and / or a change in Project scope;
5. Assure that Metrobuses, required to layover in the Union Station Garage during the Columbus Circle / Plaza construction period, can access the garage and make their return to designated bus stops in a safe and timely manner. This assurance will require a joint effort by WMATA, USRC's garage expansion contractor and DDOT's Columbus Circle / Plaza contractor. If garage expansion activities preclude bus layovers there, USRC shall notify DDOT & WMATA at least two weeks in advance so that DDOT can identify and designate temporary layover locations. The number of buses to be accommodated shall reflect the level of service being provided at the time that this Agreement is executed;
6. Assure that Metrobuses, required to layover in the Union Station Garage after the Columbus Circle / Plaza construction has been completed, can access the garage

and make their return to their terminal stands in front of Union Station in a safe and timely manner. This assurance will require continued coordination between USRC and WMATA. Addition of new Metrobus service must be coordinated with USRC and total layover spaces (for existing service plus future service) is not envisioned to require more than 10 layover spaces on the bus deck of the garage. For a preliminary depiction of proposed Metrobus circulation routes and layover spaces on the bus deck of the Union Station Garage, see Attachment D;

7. Ensure that WMATA provides copies of property and liability insurance to USV regarding changes in Metrobus operations that entail boarding and alighting on or adjacent to property under USV's control;
8. Make arrangements for Metrobuses, sightseeing vehicles and taxicabs to share Lane B on those occasions when Lane A is closed for special events and to communicate those arrangements to affected entities;
9. Ensure that USRC contractors who work on the expansion of the Union Station Garage coordinate with the DDOT contractors for the reconfiguration of Columbus Circle to accommodate Metrobus layover needs during construction as mentioned in Article IV.B.5 and IV.B.6 above. USRC shall also eliminate automobile parking on the bus deck of the Union Station garage by the date upon which the garage expansion has been completed. Vehicles used in the operation of the garage may be exempt from this automobile parking ban as long as they do not negatively impact the functionality of the bus deck for bus operations;
10. Set aside four automobile parking spaces (in addition to parking spaces that are now used for car-sharing purposes, if any), in the Union Station Garage for companies providing car sharing services in the District as a pick-up location for such vehicles. These spaces shall be located adjacent to one-another and shall be as close as practical to the escalator on the first garage level offering public parking. If these spaces are located within the "paid" area of the garage, USRC will provide a pre-paid exit card for each vehicle. If such a card is lost or stolen, replacement will be the responsibility of the applicable car-sharing company. Such spaces shall be offered to firms providing car-sharing services at a price not to exceed 75% of the monthly price for a reserved parking space. If car-sharing companies request more than the four spaces being offered, then at least one space shall be allocated to each requesting firm up to a maximum of four (4). If fewer than four firms request these spaces, after each firm obtains a space, remaining spaces shall be allocated by lottery. The term of the leases shall be for at least two (2) years and shall include renewal options. If such leases are agreed to, and prior to their expiration, USRC shall consult DDOT about terms for their renewal;
11. Provide \$125,000 in non-federal funds to match the CMAQ federal grant of \$500,000 for the design and construction of a bicycle station at Union Station. In the event that the planning and design process locates this facility at a place other than the grounds of Union Station, then USRC will be relieved of this requirement

to provide local matching funds and DDOT will reimburse USRC for any local match already expended. See Article IV.A.7 above; and

12. Cooperate with WMATA and other entities regarding the completion of the pedestrian tunnel from the First Street Metrorail entrance to the H Street overpass. Several years ago, owners of nearby property expressed a willingness to pay for the cost to complete the tunnel. To the extent that costs may have increased and to the extent that owners of nearby property are not willing to pay some or all of the increase in cost, and to the extent that DDOT contributes up to \$500,000 of federal CMAQ funding to cover this funding shortfall, USRC shall contribute the 20% local match of non-federal funds up to, but not exceeding, \$125,000. See Article IV.A.11 above.

C. The NPS agrees to:

1. Participate in the oversight of the Project through expeditious review and approval of all design and work on NPS lands that remain under NPS jurisdiction following land transfers associated with this Project;
2. Provide, upon receipt of appropriate documentation, expeditious approvals and permits required for the timely execution and completion of aspects of the Project work located on real estate under NPS jurisdiction;
3. Provide to DDOT \$175,000 for design, repair and replacement of living and nonliving elements of the landscaping (exclusive of the memorial fountain), pursuant to the NPS-approved landscaping plan, on lands that will be under NPS jurisdiction after the completion of any necessary land transfers associated with this Project. Repairs and replacement of non-living elements (exclusive of the memorial and fountains) shall include resetting and repairs of Columbus Plaza and walkways on NPS lands within the interior of Columbus Plaza and resetting and replacement of street curbing as required;
4. Maintain, until construction begins and after construction has been completed, the living and nonliving elements of the landscaping, (including irrigation systems and all physical structures) on land under NPS jurisdiction at Columbus Plaza;
5. Provide to DDOT \$354,000 for design, repair and restoration of the memorial and fountains on Columbus Plaza. Scope of repairs and restoration work is provided as Attachment A to this Agreement;
6. Prepare documentation of findings of affect under Section 106 of the National Historic Preservation Act for all work on NPS lands which remain under NPS jurisdiction following land transfers associated with this Project; and
7. Provide appropriate permits to DDOT or DDOT's contractors in accordance with Attachment "B."

D. Target Dates

1. Columbus Circle / Columbus Plaza Reconfiguration

It shall be a goal of this process to commence work on final PS&E during the fall of 2004 and complete work by June 30, 2005. It shall be a goal to start construction by the summer of 2005 and complete work by the end of spring, 2006. It shall be the goal of this process to complete installation of any trees, grass or other plantings as soon as can be accomplished safely and effectively after the completion of major construction.

2. Bicycle Station

DDOT shall complete public participation and PS&E for a Union Station bicycle station by March 31, 2005.

3. Pedestrian Tunnel

By October 31, 2004, DDOT shall ascertain whether a shortfall exists between the cost to complete the pedestrian tunnel from the existing First Street Metrorail entrance to the H Street overpass and the amount of pledged private sector financing. If a shortfall does exist, then DDOT shall request that FHWA obligate federal CMAQ funds to cover this shortfall and make a concurrent request to USRC for the required 20% local match required. If FHWA obligates CMAQ funds to permit this aspect of the Project to move forward, USRC shall provide non-federal funds for the local match requirement within 45 days of notification by DDOT. Approval of this Agreement by the USRC Board of Directors constitutes authorization for this payment.

4. Car Sharing Parking Spaces

USRC shall offer parking spaces to existing car-sharing companies at terms specified above (as described in Article IV.B.10), by no later than one month prior to the anticipated completion date of the garage expansion. The offer shall remain open for at least 45 days.

5. Metrobus Layover Spaces

- a. USRC shall provide layover spaces to Metrobus on the bus deck of the Union Station Garage to the extent permitted by garage expansion activities no later than the date on which bus layover spaces are eliminated on the recirculation road within Columbus Plaza. DDOT shall coordinate with USRC regarding these requirements during periods associated with the simultaneous reconfiguration of Columbus Plaza and the expansion of the Union Station Garage.

- b. USRC shall provide up to 10 layover spaces to Metrobus on the bus deck of the Union Station Garage upon the completion of the Union Station Garage expansion project. Any physical or operational alterations to the ramps or the bus deck necessary to accomplish these layovers must be completed as part of the garage expansion project. If the final design for the garage expansion shows that USRC is unable or unwilling to accommodate Metrobus layovers upon completion of the garage expansion project, DDOT shall withdraw funding and other support for the Columbus Circle Reconfiguration.

ARTICLE V – TERM OF AGREEMENT

This Agreement becomes effective on the date of the last approving signature and shall remain in effect until the Project (including payment) has been completed to the mutual satisfaction of the NPS, the DDOT, and the USRC, which is projected to be completed within 36 months after this Agreement takes effect. Evidence of the parties' mutual satisfaction that the Project has been completed shall be provided through a written instrument, signed by each party.

Notwithstanding the expiration of this Agreement, DDOT, NPS and USRC understand that it may be necessary, based on recommendations from the design architect, to enter into separate maintenance agreements between some or all of the parties to meet the ongoing operational and maintenance needs of the area including, but not limited to, the reconfigured Plaza, WMATA improvements and the bicycle station.

ARTICLE VI – KEY OFFICIALS AND CONTACTS

The following personnel represent the parties in the completion of any activities related to this Agreement. They may designate other officials to work on specific aspects of their respective responsibilities under this Agreement. The other parties will be notified in writing, as soon as possible, if a party appoints a new Key Official or Contact Person.

A. For the DDOT:

Key Official:
Dan Tangherlini, Director
District Dept. of Transportation
2000 14th Street, NW, 6th Floor
Washington, DC 20009
(202) 673-6813 voice
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dan.tangherlini@dc.gov

Contact Person:
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Transp. Policy & Planning Admin.
DDOT
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202-671-2325 voice
202-671-0617 fax
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B. For USRC: