



(Board Copy)
Washington Metropolitan Area Transit Authority
**METRO ELECTRONIC ACTION
DOCUMENT**

IDENTIFICATION			
MEAD ID:	99292	ACTION:	Initiate & Award
AWARD VALUE:	(Not yet awarded)	CONTRACT: (Proposed)	
FUND SOURCES: (View)		CONTRACTOR:	
LAST MODIFIED:	03/01/2006		

DESCRIPTION	
SUBJECT:	Approval for WMATA to enter into a connection agreement with GSA
PURPOSE:	To request Planning and Development Committee and Board approval for WMATA to enter into a connection agreement with GSA for GSA to construct and maintain a canopy connecting the new U.S. Census Bureau headquarters to the existing WMATA canopy at the Suitland Metrorail station.

ORIGINATION					
INITIATOR			DEPARTMENTAL APPROVAL		
HEIDI ACKERMAN on 02/02/2006			Not Approved Yet		
PHONE:	202-962-2558	OFFICE:	LAND	DEPT:	Secretary and Chief of St

COORDINATION (ROUTING)		
OFFICE	NAME	ACTION/DATE
LAND (7310)	MALASKY, GARY	Approved 02/15/2006
PLNT (3151)	GILLUM JR, PAUL	Approved 02/16/2006
MTPD (1810)	HANSON, POLLY	Approved 02/15/2006
(7110)	WILKINS, PAMELA	Approved 02/15/2006
COUN (1410)	O'KEEFFE, CAROL	Approved 03/01/2006

FINAL APPROVALS	
OFFICE	NAME/ACTION
GM	Approved for GMGR by GMGR CEO on 03/08/2006
BOARD	BOARD WMATA (Not Yet Approved)



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NARRATIVE

GSA has requested permission to create a covered direct pedestrian connection between the new U.S. Census Bureau headquarters and the Suitland Metrorail station ("Metro Connection"). GSA will extend the existing WMATA sidewalk and construct a canopy from the new U.S. Census Bureau headquarters to WMATA's existing canopy located outside the WMATA parking garage. Highlights of the connection agreement being negotiated with GSA are:

- 1) The GSA canopy in the Metro Connection will match WMATA's existing canopy in design and material.
- 2) GSA will own the canopy it constructs for the Metro Connection on WMATA property as long as the connection agreement is in full force and effect. At the expiration or earlier termination of the connection agreement, unless requested otherwise by WMATA, GSA will be responsible for removing the canopy, repairing any damage to WMATA's property caused by the canopy, and leaving the WMATA property that the canopy occupies in good order and condition.
- 3) WMATA will not be conveying any property in fee, and will continue to own the sidewalk.
- 4) GSA will maintain its canopy on WMATA's property, and WMATA will continue to maintain the sidewalk. While it was staff's preference that GSA pay WMATA an annual maintenance fee for WMATA to maintain the canopy, GSA has represented that this cannot be done.
- 5) The security equipment in the Metro Connection will meet MTPD requirements.
- 6) GSA will agree to pay WMATA a not to exceed lump sum amount to be negotiated by the parties prior to the execution of the connection agreement for WMATA to procure and install four (4) emergency telephones and two (2) security cameras in the Metro Connection. The emergency telephones will be connected to WMATA's GETS system ("GETS telephones"). The GETS telephones and security cameras will be owned and maintained by WMATA. WMATA will refund promptly to GSA any portion of the lump sum amount not necessary for the procurement and installation of the requisite GETS telephones and security cameras. In the event that WMATA and GSA cannot agree on the lump sum amount, GSA will have the option to procure and install the requisite security equipment.
- 7) WMATA will have the right to relocate the Metro Connection or to replace the Metro Connection (e.g., if the WMATA garage is expanded) with an interior pedestrian connection with such relocation or replacement to be in as close to the same location as the current Metro Connection so as not to inconvenience or burden pedestrians traveling between the Suitland Metrorail station and the Census Bureau headquarters, and such relocation or replacement shall be at no cost to GSA. The exact location of any new Metro Connection will be negotiated by the parties using their reasonable best efforts, taking into account the needs and requirements of each party. The foregoing notwithstanding, the parties recognize that during any construction period interfering with pedestrian use of the Metro Connection, WMATA will make reasonable best efforts, to provide but not guarantee a covered pedestrian connection, and to limit the duration of the construction period.
- 8) GSA will compensate WMATA for all metered parking spaces taken out of service during construction of the Metro Connection. GSA has advised that approximately 36 metered spaces could be taken out of service for six (6) months. WMATA is working with GSA on: (i) a phasing plan to minimize the loss of the metered spaces; and (ii) possible interim replacement parking at the Census Bureau headquarters.

9) In accordance with the Partnering Agreement between GSA and WMATA entered into on April 4, 2004, WMATA is precluded from charging GSA both a connection fee and a plan review fee.

10) The Metro Connection will fully comply with the *Americans with Disabilities Act*.

11) The term of the connection agreement will be 25 years with a renewal term of up to an additional 25 years upon the mutual agreement of the parties.

12) GSA's contractors and subcontractors will comply with WMATA's insurance and indemnification requirements.

IMPACT ON FUNDING

WMATA will not lose parking revenue from the metered parking spaces taken out of service by GSA for construction of the Metro Connection. However, WMATA may temporarily lose ridership revenue from the loss of the metered parking spaces if an interim replacement parking plan cannot be negotiated.

ALTERNATIVE

Advise GSA that it cannot construct its planned and funded Metro Connection on WMATA property.

AFFIRMATIVE ACTION REQUIREMENTS

Not applicable.

RECOMMENDATION

Staff recommends that the Planning and Development Committee and the Board approve: (i) the Metro Connection; (ii) authorize staff to complete negotiations on the connection agreement; and (iii) authorize the execution of the connection agreement.