



Board Document

OVERVIEW			
PRESENTATION NAME	Reimbursable Agreements for RFK Campus Transit Improvements and Gold Line BRT Phase 1	DOCUMENT NO.	300147
ACTION OR INFORMATION	Action		
STRATEGIC TRANSFORMATION PLAN GOAL	Service excellence;		
RESOLUTION	Yes		
EXECUTIVE OWNER			
EXECUTIVE TEAM OWNER	Webster, Thomas J.;		
ORGANIZATION	Planning and Performance		
DOCUMENT INITIATOR	Marc E. Biondi		
OTHER INFORMATION			
COMMITTEE	Board Meeting (Consent)	COMMITTEE DATE	7/23/2026
PURPOSE/KEY HIGHLIGHTS	Board approval is requested to authorize the General Manager/CEO or their designee to negotiate and execute Reimbursable Agreements between the District of Columbia and WMATA to establish reimbursable project funds for: (1) Gold Line Bus Rapid Transit Phase 1: planning, environmental, engagement through preliminary (30%) design of Gold Line Phase 1 from Union Station to intersection on Benning Road that leads to RFK Campus (2) RFK Campus Transit Improvements: planning, engagement, design, engineering, construction, testing, and commissioning of infrastructure improvements at and around Stadium-Armory station		



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DISCUSSION	On September 17, 2025, the District of Columbia approved the Robert F. Kennedy Campus Redevelopment Amendment Act of 2025, permitting the deal with the Washington Commanders for a new RFK stadium and campus redevelopment. The RFK campus represents a significant opportunity for the region, the District, and Metro as the District and the Commanders are advancing a transit-first stadium and campus, where the majority of 65,000 seat stadium attendees will arrive and depart on transit. Metro is partnering with the District of Columbia and the Commanders to identify and advance transit improvements to ensure safe, frequent, and reliable transit is ready by opening day in summer 2030. On October 9, 2025, the WMATA Board approved a \$2 million Reimbursable Agreement with the District for a transit planning and feasibility study. On May 14, 2026, staff presented the study recommendations to the WMATA Board to meet the transit first stadium and campus vision: -- Stadium-Armory Station improvements including elevators, escalators, stairs, mezzanines, and an expanded north entrance; -- Gold Line Bus Rapid Transit Phase 1 with frequent bus service operating on center-running dedicated lanes along H Street/Benning Road, NE; connecting Union Station (Red Line, Amtrak, MARC, intercity bus, and VRE) and the RFK Campus (dedicated bus lanes to a multi-modal center in the Kingman Park District) The agreements outline roles and responsibilities, project funding and payment terms, anticipated schedules, and general terms and conditions. They are summarized below. RFK Campus Transit Improvements Reimbursable Agreement Summary WMATA and the District are entering into a reimbursable agreement to fund WMATA's efforts covering planning, outreach/engagement, design, engineering, construction, testing, and commissioning of infrastructure improvements at and around the Stadium-Armory Metro station. The Council of the District of Columbia appropriated \$300 million over four fiscal years for the Stadium-Armory Improvement Project. The parties recognize that this is a reimbursable project as defined by WMATA Board Resolution 99-63 and that no WMATA funds are available for the project. WMATA will



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	use up to \$10 million of the appropriated funds to develop 30% design plans for the project including total project cost, schedule, and bridging documents. The District will make funds available as outlined in the agreement, review plans and budgets, facilitate approval of permits, and coordinate access to and for construction access proximate to Stadium-Armory station. Gold Line Bus Rapid Transit Phase 1 Reimbursable Agreement Summary WMATA and the District are entering into a reimbursable agreement to fund WMATA's efforts covering planning, environmental, outreach/engagement through preliminary (30%) design of Gold Line Phase 1, defined as center-running dedicated lanes along H Street/Benning Road, NE from Union Station to the future intersection on Benning Road that leads to the RFK Campus. The Council of the District of Columbia appropriated \$5 million for this effort. The parties acknowledge that funding beyond the 30% design phase, including final design and engineering, permitting, construction, operations and maintenance has not yet been identified. WMATA and the District Department of Transportation (DDOT) will create a joint project management team, with an approach to mutually resolve decisions regarding 30% design elements. The parties recognize that the DDOT Director will have the final decision-making authority given DDOT's ownership of the public right of way. In order for the Gold Line Phase I to be operational on opening day 2030, the parties agree to amend this agreement no later than the spring of CY2027 for final design, engineering, permitting, construction, funding, and operations and maintenance. Staff will seek Board approval for any amendment to the reimbursable agreement.
INTERESTED PARTIES	District of Columbia including District Department of Transportation and RFK Project Management Office STV, KGP Design Studio LLC, HDR Engineering Inc., NeoNiche Strategies LLC, Cambridge Systematics Inc., Foursquare Integrated Transportation Planning, Inc., WSP, Tina Boyd & Associates, HNTB, Perkins Eastman, Gorove Slade, The Washington Commanders



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RECOMMENDATION/NEXT STEPS	Staff recommends Board authorization to enter into the reimbursable agreements with the District of Columbia for RFK Campus Transit Improvements and Gold Line BRT Phase 1. Metro will provide updates to the Board and once the funding is available from the District, will update the FY2027 Capital Budget and/or FY2027-2032 Capital Improvement Program.
FUNDING IMPACT	The funds outlined below will be identified as capital reimbursable funds in future WMATA budgets. All costs will be billed directly against the funds. RFK Campus Improvements • The District of Columbia appropriated \$300 million over four fiscal years for the Stadium-Armory Improvement Project: \$10 million for FY2026, \$20 million for FY2027, \$135 million for FY2028, and \$135 million for FY2029. Gold Line BRT Phase 1 • The District appropriated \$5 million from their FY2027 budget for the Gold Line BRT preliminary (30%) design phase.

PRESENTED AND ADOPTED: July 30, 2026

SUBJECT: APPROVAL OF REIMBURSABLE AGREEMENT WITH THE DISTRICT OF COLUMBIA FOR THE GOLD LINE BUS RAPID TRANSIT PHASE 1

2026-25

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

WHEREAS, Resolution 2011-30, as amended, requires Board of Directors approval of reimbursable agreements over \$500,000; and

WHEREAS, In connection with the development of the new Washington Commanders Stadium at the RFK Campus, the District of Columbia seeks to enter into a reimbursable agreement with WMATA for the planning, environmental, and engagement through preliminary (30%) design of the Gold Line Bus Rapid Transit Phase 1; and

WHEREAS, The proposed project covered by this reimbursable agreement will provide economic and other benefits for the area around the new RFK stadium, along H Street and Benning Road, NE, and increase transit ridership; and

WHEREAS, Staff recommends entering into a reimbursable agreement with the District of Columbia for the planning, environmental, and engagement through preliminary (30%) design of the Gold Line Bus Rapid Transit Phase 1, substantially in the form shown in Attachment A;

NOW, THEREFORE, be it

RESOLVED, That the General Manager and Chief Executive Officer, or their designee, is authorized to negotiate and execute a reimbursable agreement in the approximate amount of Five Million Dollars (\$5,000,000) with the District of Columbia for the Gold Line Bus Rapid Transit Phase 1, substantially in the form shown in Attachment A; and be it finally

Motioned by Mr. Alcorn, seconded by Dr. Hadden Loh

Ayes: 6- Mr. Alcorn, Dr. Hadden Loh, Mr. Flowers, Ms. Weber, Ms. Burns and Mr. Bedell

RESOLVED, That in order complete negotiations and execute the reimbursable agreement as soon as possible, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



Patricia Y. Lee
Executive Vice President, Chief Legal Officer and
General Counsel

WMATA File Structure No.:
4.3.3. Reimbursable Agreements

**REIMBURSABLE AGREEMENT
FOR
GOLD LINE BUS RAPID TRANSIT PHASE 1**

This **Reimbursable Agreement for Gold Line Bus Rapid Transit Phase 1** (the “**Agreement**”) is executed and made effective as of the date last set forth with the Parties’ signatures (the “**Effective Date**”) by and between the **Washington Metropolitan Area Transit Authority**, an interstate compact agency and instrumentality of the District of Columbia, the Commonwealth of Virginia, and the State of Maryland, created with the consent of the United States Congress (“**WMATA**” or “**Metro**”), and the **District of Columbia**, a body politic (the “**District**” or “**DDOT**”), each referred to by name or as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS:

WHEREAS, the Parties wish to develop a bus rapid transit system named the “Gold Line” of which Phase 1 will support the development of the H Street and Benning Road corridors, Union Station, and the area surrounding the existing RFK Stadium; and

WHEREAS, the Gold Line will also support the development of a new stadium for the Washington Commanders NFL football team, which will provide economic and other benefits to the District and increase transit ridership; and

WHEREAS, DDOT is partnering with WMATA to advance transit improvements needed by opening day in summer 2030; and

WHEREAS, the Parties wish to enter into an reimbursable agreement to reflect the scope of the project, each Party’s roles and responsibilities, and funding for the project; and

WHEREAS, the Mayor of the District of Columbia or their designee is authorized to contract with WMATA for the provision or receipt of materials, supplies, equipment, work, or services of any kind pursuant to D.C. Official Code § 1-301.01(j-l); and

WHEREAS, in June 2026, WMATA, with review and comment provided by DDOT, selected and awarded a contract to a firm to perform planning, environmental, and outreach of the Gold Line through preliminary (30%) design (“June 2026 Contract”); and

WHEREAS, on July 30, 2026, the WMATA Board of Directors authorized the General Manager and Chief Executive Officer or their designee to enter into a reimbursable agreement for the project with DDOT in substantially the same form as attached to Resolution No. 2026-___;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS AND ATTACHMENTS

The recitals set out and attachments referenced herein are fully incorporated by reference as substantive provisions of this Agreement.

2. PURPOSE

This Agreement covers dedicated lanes and bus rapid transit improvements on H Street and Benning Road between Union Station and RFK Stadium, excluding any facilities on the RFK Campus (“**Gold Line BRT Phase 1 Project**”). The proposed scope of work for the Gold Line BRT Phase 1 Project (“Scope of Work”) is set forth in **Attachment A**.

3. PROJECT FUNDING FOR GOLD LINE BRT PHASE 1 PROJECT

“Project Costs” are all direct and indirect costs, including but not limited to contractor costs, WMATA labor, overhead, and support costs related to the Gold Line BRT Phase 1 Project. DDOT, at its own cost and expense, will fund the Project Costs, including the items contained in the Scope of Work in Attachment A. The Parties acknowledge that for the design and engineering, including 30% design, of the Gold Line BRT Phase 1 Project, DDOT will provide an amount not to exceed \$5 million. The Parties further acknowledge that the costs of the Gold Line BRT Phase 1 Project beyond the 30% design phase, including final design and engineering, permitting, construction, operations, and maintenance, have not yet been identified. WMATA will not perform any work beyond what is contained in the Scope of Work, and no work beyond the 30% design will be performed until such time as costs are identified, funding is made available to WMATA, and a modification is executed in accordance with Section 7 of this Agreement.

4. FUNDING REQUIREMENTS

- A. WMATA shall invoice the District for the expected project costs for the succeeding quarter no less than forty-five (45) days before the start of the succeeding quarter; provided, however, that the first invoice will cover six (6) months of project costs.
- B. The District shall pay such invoice on or before the first day of the succeeding quarter, provided that the first invoice will cover all Project Cost including work through December 31, 2026, and will be paid on or before October 31, 2026.
- C. Should any of the District funds appropriated for the Gold Line BRT Phase 1 Project be at risk of lapsing, the District shall notify WMATA of that fact at least sixty (60) days before the lapse date. WMATA will then invoice the District for the amount subject to lapse no later than forty-five (45) days prior to the lapse date. The District will then pay that invoice before the lapse date.

5. PARTIES’ ROLES AND RESPONSIBILITIES

- A. WMATA Roles and Responsibilities
 - i. Lead the planning, environmental, and public engagement efforts through the preliminary (30%) design phase from Union Station to the intersection on Benning Road that leads to the RFK Campus on behalf of DDOT.
 - ii. For any work beyond the Scope of Work, WMATA shall draft the scopes of work for the consultants/contractors and provide the draft scopes of work to DDOT for review and comment. WMATA shall work with DDOT to consider any comments it may have to the final scopes of work for WMATA’s procurement of the contractors.

- iii. WMATA shall manage selected contractors and shall provide DDOT with drafts of all deliverables identified in the Scope of Work.
- iv. WMATA will prepare justification for design waiver requests as needed, for DDOT review and approval by the DDOT Chief Engineer in accordance with the DDOT Design and Engineering Manual.
- v. WMATA shall provide DDOT proposed drawings consistent with the Scope of Work for the Project at 30% design for review and approval (as approved by DDOT, the “Approved Plans”).
- vi. WMATA shall provide DDOT a detailed, line-item budget for the planning and environmental review and 30% design deliverables for review and approval (as approved by DDOT, the “Project Budget”).
- vii. Following the District’s approval of the Project Budget and Approved Plans, WMATA shall perform the work and provide DDOT receipts on a quarterly basis for Project Costs in accordance with the Approved Plans and the Project Budget.

B. DDOT Roles and Responsibilities

- i. Review and approve the planning, environmental, and public engagement efforts through the preliminary (30%) design phase from Union Station to the intersection on Benning Road that leads to the RFK Campus.
- ii. Expedite DDOT reviews and permitting necessary for the preliminary (30%) design so as to not delay or hinder progress based on the submitted schedule.
- iii. Assist WMATA in obtaining governmental approvals and other third-party reviews.
- iv. Utilize the District funds to fund Project Costs according to the DDOT approved Project Budget, subject to Section 8 of this Agreement.
- v. Review and approve invoices for Project Costs.
- vi. DDOT shall promptly inform WMATA of any changes in the redevelopment of the RFK Campus that may impact the various tasks under this Agreement.
- vii. DDOT shall promptly notify WMATA of the need for any additional engineering, planning, and design tasks for which WMATA will need to procure contractor services. DDOT shall provide any additional funding necessary for this additional work.
- viii. The DDOT Chief Engineer will review any design waiver requests to ensure they are in compliance with the DDOT Design and Engineering Manual.

C. Responsibilities of Both Parties

- i. The Parties agree to amend the terms and conditions of this Agreement in DC FY 2027 to address final design and engineering, permitting, and construction. No work beyond that contained in the Scope of Work will be performed until such time as those costs are identified, funding is made available, and a modification is executed in accordance with Section 7 of this Agreement.
- ii. The Parties agree that DDOT will serve as a non-voting member on any future technical evaluation panels to select the consultant/contractor for each project phase (planning, design, and construction).
- iii. DDOT and WMATA will implement a joint DDOT-WMATA Project Management Team (“PMT”) for the Scope of Work outlined in Attachment A that will meet to coordinate expedited review of design, design waivers, traffic analysis, permitting and other DDOT responsibilities as applicable. The PMT is responsible for technical decisions relating to the Project and for making recommendations to DDOT and WMATA leadership.

D. Resolution of 30% Design Phase decisions

DDOT and WMATA agree to mutually resolve decisions regarding 30% design elements , including but not limited to: geometric design, traffic operations, multimodal safety, and aesthetic-related items for work done in the public right of way, provided that the DDOT Director will have the final decision-making authority on these matters.

E. Records and Reports

WMATA shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the Agreement and upon DDOT’s request, make these documents available for inspection by duly authorized representatives of DDOT and other officials as may be specified by either Party.

4. **PROJECT SCHEDULING**

The Parties agree to the anticipated project delivery schedule as set forth below, all dates are calendar year dates. Should there be a need to change the schedule, the Parties agree to meet and jointly agree in writing to any mutually agreeable changes to the project schedule.

A. Gold Line BRT Phase 1 Project

- i. Q1, CY 2027: Select the alternative to advance for 30% design
- ii. Q2, CY 2027: Finalize negotiations for amendment to Agreement for final design and engineering, permitting and construction, and finalize funding agreements.
- iii. Q3, CY 2027: Complete environmental process and 30% design.

5. EXCLUDED ANCILLARY ACTIVITIES

The following activities are not covered by this Agreement but are covered by other agreements or processes.

A. Gold Line BRT Phase 1 Project

- i. Operations and maintenance of the Gold Line BRT or other transit service. Those costs are handled by other WMATA budgetary processes.
- ii. BRT Bus fleet and transit signal priority technology integrated with DDOT's signal management infrastructure will be funded through the WMATA capital program and budget.
- iii. DDOT will, at its sole cost and expense, upgrade its signal infrastructure and coordinate its work with WMATA to align the Gold Line BRT Phase 1 Project delivery timelines.
- iv. Continuation of the Clear Lanes Program. This program is funded under a separate agreement.
- v. Any expansion of the Gold Line BRT beyond what is described and covered in this Agreement.

6. TERM AND TERMINATION

This Agreement is effective on the Effective Date and will expire on the one-year anniversary of the completion of the work covered by this Agreement or as may be amended in the future (which may include the resolution of any contractor's claims), unless terminated sooner in accordance with the terms of this Agreement. Notwithstanding the preceding sentence, this Agreement may be renewed by mutual written agreement of the Parties. Either Party may terminate this Agreement for any reason and at any time by giving the other Party forty-five (45) days' written notice. Upon termination of this Agreement, WMATA's obligations under this Agreement will be terminated.

7. MODIFICATIONS

Except as otherwise provided herein, any amendment or modification in any respect to the terms and conditions of this Agreement shall be made by in writing signed by both Parties.

8. ANTI-DEFICIENCY

The Parties acknowledge and agree that nothing in this Agreement creates a financial obligation in anticipation of an appropriation and that all provisions of this Agreement are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46 (the "*Anti-Deficiency Acts*"), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. It is expressly understood and agreed that WMATA's provision of WMATA's obligations under this Agreement is conditioned on DDOT's payment of the funds required under this Agreement. To the extent that DDOT fails to pay the funds contemplated under this Agreement or is prevented under the Anti-

Deficiency Acts from paying the funds, WMATA may, in its sole and exclusive discretion, suspend or terminate this Agreement immediately and cease performance of any work being performed pursuant to this Agreement. Further, nothing in this Agreement shall require WMATA to violate the WMATA Compact, (DC Code §§ 9-1107.01 et seq.) including Section 22.

9. DISPUTE RESOLUTION

Except for the process for resolving design phase decisions described in section 5.D. of this Agreement, any disputes between DDOT and WMATA arising out of this Agreement may be disposed of by the Parties by written agreement and/or amendment of this Agreement. If the Parties cannot resolve the dispute, then the Party seeking a resolution shall provide written notice of the nature of the dispute and the issue(s) to the other Party. The Chief Planning Officer of WMATA and DDOT Director will work to resolve the dispute within fifteen (15) days of written notice. If the dispute is not resolved by the Parties within thirty (30) days of such notice, the Parties agree that the City Administrator and the then-serving general manager and chief executive officer of WMATA shall attempt to resolve such dispute without court action within thirty (30) days thereafter. If the dispute is not resolved within thirty (30) days, either Party may bring a claim for resolution of the dispute in the U.S District Court for the District of Columbia. Notwithstanding any provision to the contrary contained in this Agreement, prejudgment interest shall not be paid by one Party to the other Party.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the District of Columbia, except where any law conflicts with the WMATA Compact, the Compact shall control. Each Party agrees to submit any action or proceeding relating to the subject matter of this Agreement to the sole and exclusive jurisdiction of the U.S. District Court for the District of Columbia.

11. RELATIONSHIP

This Agreement shall not be construed as creating a partnership, joint venture or other relationship between the Parties, it being understood that each Party shall be and remain a separate and independent entity for all purposes hereof. In no event shall either Party be liable to the other Party or any third party, whether in contract or in tort or in any other legal theory (including, without limitation, strict liability, or negligence) for any claims, damages, losses, liabilities, or expenses arising out of or in connection with the performance of this Agreement.

12. NO WAIVER OF IMMUNITY

This Agreement shall not be construed as a waiver of either Party's respective immunities, including, without limitation, municipal and sovereign immunity.

13. NO ASSIGNMENT

No transfer or assignment of this Agreement, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless consent for such transfer or assignment is first approved in writing by the Parties.

14. NOTICE

Any notice required or permitted to a Party shall be in writing and shall be delivered by hand, sent electronically, by courier, or sent by prepaid registered or certified mail with return receipt requested and

addressed as appropriate to the following addresses (or to such other or further addresses as the Parties may designate by notice given in accordance with this paragraph):

WMATA:

Executive Vice President & Chief Planning and Performance Officer
300 7th Street, S.W.
Washington, D.C. 20024
Email: twebster@wmata.com

with copy to:

Executive Vice President, Chief Legal Officer, and General Counsel
300 7th Street, S.W.
Washington, D.C. 20024

District of Columbia:

Director, District Department of Transportation
250 M Street, SE
Washington, DC 20003
Email: Sharon.Kershbaum@dc.gov

with copies to:

District of Columbia
RFK Stadium Project Management Office
1100 4th Street, SW
Washington, D.C. 20024
Brian.hanlon@dc.gov

Chief Project Delivery Officer, DDOT
250 M Street, SE
Washington, DC 20003
Email: Sandra.marks@dc.gov

Director of Strategic Initiatives, DMPED
1350 Pennsylvania Avenue, NW
Washington, DC 20004
Email: gilles.stucker@dc.gov

Such correspondence shall be deemed delivered, upon the earlier to occur of the following: the day delivered by e-mail or hand delivery; the third business day following the day on which the same shall have been mailed by U.S. registered or certified mail, return receipt requested, with all postal charges prepaid, to the respective addresses set forth below; or actual receipt at the Parties' addresses.

15. LEGISLATIVE COMPLIANCE

The Parties shall comply with all applicable laws, regulations, and rules. This Agreement is subject to all applicable laws, regulations, and rules governing the Parties hereinafter enacted or promulgated. If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not

affect the validity or enforceability of the remaining terms and provisions of this Agreement. Meeting the terms of this Agreement shall not excuse any failure to comply with all applicable laws, regulations, and rules, whether or not these laws and regulations are specifically listed in this Agreement. The Parties shall abide by the provisions of Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. § 794); the Americans With Disabilities Act (104 Stat. 327; 42 U.S.C. §§ 12103 et seq.), the Age Discrimination Act of 1975, as amended (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other applicable federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, disability, religion, or sex, in employment and in providing facilities and services to the public. Pursuant to 41 U.S.C. § 22, no member of Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom.

16. HEADINGS

The headings throughout this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

17. COUNTERPARTS

This Agreement may be signed in one or more identical counterparts, whether transmitted by electronic mail or otherwise. Each such counterpart shall be deemed an original for purposes of this Agreement.

[Signatures and Attachments Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last set forth with their signatures below.

THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Thomas J. Webster
Executive Vice President
& Chief Strategy Planning and Performance Officer

Dated

THE DISTRICT OF COLUMBIA GOVERNMENT

Sharon Kershbaum
Director
District Department of Transportation

Dated

Attachment A**Scope of Work for Gold Line Bus Rapid Transit (BRT) Phase 1 Project**

The Gold Line BRT Phase 1 Project is transit service and infrastructure project, with infrastructure limits from Washington Union Station to the RFK stadium campus, via H Street NE and Benning Rd NE and onto the RFK Stadium campus transit plaza via new dedicated bus lanes. Transit service is planned to extend beyond the project infrastructure limits west towards downtown Washington, DC and east towards communities east of the Anacostia River.

BRT is generally defined as a high-quality, integrated bus service and infrastructure system designed to deliver fast, high-capacity, reliable, and rail-like service using dedicated bus lanes, intersection priority, frequent service, and defined stations with quick boarding.

Metro is advancing planning through preliminary (30%) design for Phase 1 of the Gold Line in partnership with the District Department of Transportation (DDOT). Once complete, the Gold Line Phase 1 will provide frequent bus service operating in dedicated, enforced center-running bus lanes along H Street and Benning Road, NE, connecting the RFK stadium and redevelopment to Union Station, a regional transportation hub, and transfer point to Metro's Red Line, MARC, VRE, intercity bus, and AMTRAK for stadium attendees, current residents along H Street/Benning Road, and future residents and visitors at the redevelopment.

On the RFK campus, dedicated bus lanes will connect from Benning Road, NE to a transit plaza located near the new RFK stadium. This plaza and bus lanes support bus service at all times of the day for local buses, Gold Line, and during enhance bus service during events.

This is a continuation of the RFK Transit Planning and Feasibility Study that was conducted under a previously executed Reimbursable Agreement with the District of Columbia for \$2 million. One of the outcomes of the study was the identification of the need for frequent, fast, high capacity, and reliable bus service along H Street/Benning Road NE to ease pressure on the Orange, Silver, and Blue Lines and provide resiliency for the transit-first stadium and redevelopment.

For Gold Line Phase 1, Metro will lead planning and project development activities as outlined in the Phases below. DDOT will partner with Metro on service and infrastructure planning, design, outreach, and environmental and support effort needed to finalize the proposed alternative; Expediting reviews and permitting for preliminary (30%) design; Facilitating, coordinating, and expediting third-party reviews, where needed

As developed in partnership with the District, the scope of Gold Line Phase 1 includes: bus lanes in the center of the roadway, red colored bus lane pavement with physical barriers (space permitting); stations that include modest shelters, railings, seating, pylons, lighting, signage; connection at Union Station using the parking garage deck or alternative Union Station access point; safe access for pedestrians to stations; removal of streetcar poles, catenary and track, along with all curbside and median streetcar stations within project limits; median removal and reconstruction on Benning Road; minimal curb relocations with storm inlet relocations at two locations; adjusting manhole heights along BRT corridor as needed; intersection traffic signal modifications, signal box controller upgrades, and roadway signage upgrades; and corridor multimodal safety improvements.

The scope for Gold Line Phase 1 does not include streetcar traction power substation removal; corridor-wide storm drainage or utility line relocation and reconstruction; hazmat removal; construction and

design/engineering beyond 30% design of dedicated bus lanes on RFK campus and Gold Line/RFK Transit Plaza; TSP and fiber upgrades.

Future phases of the Gold Line will connect from Minnesota Avenue or Benning Road Metro across the District through downtown to Rosslyn, addressing the longstanding east-west mobility gap, improving access to jobs, and supporting economic development along the corridor.

In parallel, the District Department of Transportation, as part of its existing capital improvement program and separate from this Agreement, expects to fund

- Upgrades to its traffic signal infrastructure
- Automated camera enforcement for bus service along this corridor

In parallel, Metro, as part of its existing capital improvement program and separate from this Agreement, expects to fund:

- Bus fleet
- Transit signal priority technology and integration with DC's signal management infrastructure

Phases

- **Planning and Pre-Design.** Alternatives analysis, public and stakeholder outreach and engagement, identification of a Locally Preferred Alternative, preparation of environmental documents and regulatory approvals, service planning, cost estimates, schedule, and feasibility analysis, along with conceptual and preliminary engineering design and bridging documents. As part of the effort, the team will develop preliminary designs for the RFK/Kingman Park Transit Plaza and connections at Union Station.
- **Preliminary (30%) Design.** Building on the final concept identified in the planning and pre-design phase, Metro will develop preliminary (30%) designs, a full implementation plan that identifies scope, total project cost and schedule, and bridging documents

Steering Committee Engagement

Metro and the District Department of Transportation have established a Core Project Team comprised of staff from Metro's Bus Priority and Infrastructure teams and DDOT's Bus Priority team. The Core Project Team meets weekly. In addition, an Interagency Working team comprised of subject matter experts from the traffic, environmental, safety, communications, and other technical areas will meet bi-weekly to coordinate, review, and refine the design in an expedited and timely manner. Executives from both Metro and DDOT will be invited to meet monthly to review progress and provide guidance as the design process advances.

Community Engagement

Metro and the District will partner on public and stakeholder engagement related to the Gold Line Phase 1. It is anticipated that the team will hold a minimum of two rounds of public and stakeholder engagement and outreach at key milestones during the planning process. The efforts could include, but are not limited to holding public meetings, pop-up events, meetings with business owners, civic leaders, and elected officials, and developing online and in person content such as maps, surveys, graphics, and other tools.

Estimated Timeline

- June 2026: Awarded contract
- Summer 2026: Begin effort for Planning, environmental, outreach, through preliminary (30%) design
- Fall 2026: Public engagement
- Winter 2027: Select alternative; public engagement
- Spring 2027: Finalize revised/new MOA for final design/engineering, permitting, construction, operations, maintenance
- Summer 2027: Complete environmental process and preliminary (30%) design and bridging documents package
- Fall 2027: Begin final design and engineering for Gold Line Phase 1 (not funded in this agreement)
- Spring 2028: Complete design, engineering, construction permitting (not funded in this agreement)
- Summer 2028: Begin construction for Gold Line Phase 1 (not funded in this agreement)
- Spring 2030: Complete construction, testing, and commissioning (not funded in this agreement)

PRESENTED AND ADOPTED: July 30, 2026

SUBJECT: APPROVAL OF REIMBURSABLE AGREEMENT WITH THE DISTRICT OF COLUMBIA FOR THE RFK CAMPUS TRANSIT IMPROVEMENTS

2026-26

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

WHEREAS, Resolution 2011-30, as amended, requires Board of Directors approval of reimbursable agreements over \$500,000; and

WHEREAS, In connection with the development of the new Washington Commanders Stadium at the RFK Campus, the District of Columbia seeks to enter into a reimbursable agreement for transit improvements at the Stadium-Armory Metro Station and the RFK Campus redevelopment zone; and

WHEREAS, The proposed project covered by this reimbursable agreement will provide economic and other benefits for the area around the new RFK stadium and increase transit ridership; and

WHEREAS, Staff recommends entering into a reimbursable agreement with the District of Columbia for the RFK Campus Transit Improvements, substantially in the form shown in Attachment A;

NOW, THEREFORE, be it

RESOLVED, That the General Manager and Chief Executive Officer, or their designee, is authorized to negotiate and execute a reimbursable agreement in the approximate amount of Three Hundred Million Dollars (\$300,000,000) with the District of Columbia for the RFK Campus Transit Improvements, substantially in the form shown in Attachment A; and be it finally

Motioned by Mr. Alcorn, seconded by Dr. Hadden Loh

Ayes: 6- Mr. Alcorn, Dr. Hadden Loh, Mr. Flowers, Ms. Weber, Ms. Burns and Mr. Bedell

RESOLVED, That in order complete negotiations and execute the reimbursable agreement as soon as possible, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



Patricia Y. Lee
Executive Vice President, Chief Legal Officer and
General Counsel

WMATA File Structure No.:
4.3.3. Reimbursable Agreements

**REIMBURSABLE AGREEMENT
FOR
RFK CAMPUS TRANSIT IMPROVEMENTS**

This **Reimbursable Agreement for RFK Campus Transit Improvements** (the “**Agreement**”) is executed and made effective as of the date last set forth with the Parties’ signatures (the “**Effective Date**”) by and between the **Washington Metropolitan Area Transit Authority**, an interstate compact agency and instrumentality of the District of Columbia, the Commonwealth of Virginia and the State of Maryland, created with the consent of the United States Congress (“**WMATA**” or “**Metro**”), and the **District of Columbia**, a municipal corporation, acting by and through the District Department of Transportation (the “**District**” or “**DDOT**”), each referred to by name or as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, the Parties have infrastructure improvements at or around the Stadium-Armory Metro Station (“**Stadium-Armory Improvement Project**” or “**Project**”) that will support the RFK Campus redevelopment; and

WHEREAS, WMATA and the District entered into a Reimbursable Agreement for RFK Stadium Redevelopment – Transit Planning and Feasibility Study on January 6, 2026 in the amount of \$2,000,000 (“**\$2M Study**”); and

WHEREAS, WMATA will consider the results of the \$2M Study in providing Project deliverables under this Agreement; and

WHEREAS, the \$2M Study included a recommendation for a Transit Plaza in Kingman Commons on the RFK Campus and dedicated bus lanes to connect the Transit Plaza to Benning Road, NE, and the Parties intend to work together to incorporate the results of the \$2M Study in the plan for the RFK Campus; and

WHEREAS, the Parties are coordinating the design and development of this Project with the RFK Project Management Office (“**RFK PMO**”) to ensure the Project supports and aligns with the development of a new stadium for the Washington Commanders NFL football team, which will provide economic and other benefits to the District and increase transit ridership; and

WHEREAS, the Parties wish to enter into this Agreement to reflect the scope of the Project, each Party’s roles and responsibilities in designing and constructing the Project, and funding for the Project; and

WHEREAS, the Mayor of the District of Columbia or their designee is authorized to contract with WMATA for the provision or receipt of materials, supplies, equipment, work, or services of any kind pursuant to D.C. Official Code § 1-301.01(j-1); and

WHEREAS, on July 30, 2026, the WMATA Board of Directors authorized the General Manager and Chief Executive Officer or their designee to enter into this Agreement for the Project with the District in substantially the same form as is attached to Resolution No. 2026-____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PURPOSE

This Agreement covers the Project. The District and WMATA agree that the Project is integral to supporting transit access and service to the RFK Campus. The proposed scope of work for the Project is set forth in **Attachment A** (the “**Project Scope**”).

2. PROJECT FUNDING

A. Stadium-Armory Improvement Project

- i. WMATA, at its own cost and expense, will replace or rehabilitate the eight existing escalators and the existing south entrance elevator in connection with this Project, which shall not be funded by this Agreement. WMATA shall use best efforts to replace or rehabilitate these escalators and elevator by 2030. The Parties understand that one or more escalators may be replaced after 2030 and will work cooperatively to develop a mutually acceptable construction schedule for the completion of the work.
- ii. The Parties acknowledge that for the Project, the Council of the District of Columbia (the “**Council**”) has appropriated a total of \$300,000,000 over four fiscal years of the District budget with \$10,041,155 from the District’s FY26 supplemental adjustment, \$19,958,845 from the FY27 budget, \$135,000,000 from the FY28 budget, and \$135,000,000 from the FY29 budget (the “**District Funds**”). WMATA will have no obligation to perform any Project work beyond that which is funded by the \$300 million. The District shall have no obligation during any fiscal year to expend any funds under this Agreement which exceed the amount of appropriated District Funds available during that fiscal year. The Parties agree to use their best efforts to align the Project Schedule with the availability of the District Funds.

B. Payment Terms for the Project

- i. The Parties acknowledge and understand that this Agreement is intended to be a Reimbursable Project as defined by WMATA Board Resolution 99-63, and that no WMATA funds are available for the Project.
- ii. The District will utilize the District Funds to fund costs of the Project consistent with the Project Scope, Project Budget, and Approved Plans (“**Project Costs**”). “Project Costs”, as defined above, are inclusive of all direct and indirect costs which would not otherwise be incurred but for this Project, including but not limited to contractor costs, WMATA labor, overhead, and support costs, and bus bridges.
- iii. *Quarterly Payments.* Funding for Project Costs shall be provided by the District quarterly in advance of work anticipated to be performed by WMATA its contractors, provided that the aggregate amount of such funding shall not exceed the then-current Project Budget. WMATA shall

invoice the District for the expected Project Costs for the succeeding quarter no less than forty-five (45) days before the start of the succeeding quarter. The quarterly funding invoice shall include a schedule of the work anticipated to be performed during the funding quarter, the WMATA's estimate of the cost of the anticipated work and all other supporting documentation as may reasonably be requested by the District to support all charges. The quarterly funding invoice shall also include, as applicable, an adjustment for any estimated unspent cumulative balances from the previous quarter. The District shall pay such invoice on or before the first day of the succeeding quarter; provided, the District shall not be required to advance the quarterly funds until WMATA has complied with all conditions contained in this Agreement relating to funding, including a satisfactory accounting for its expenditures under the Project Budget. Provided, however, that should DDOT fail to provide funding in advance, WMATA may stop work on the Project at DDOT's sole cost and expense.

- iv. *Documentation.* WMATA shall provide to the District, on a monthly basis, documentation to justify all charges made to the Project during the preceding month, including but not limited to properly executed payrolls, time records, invoices, contracts, and vouchers evidencing in detail the nature and propriety of the charges. As part of the quarterly invoice, WMATA shall include a budget forecast, which shall capture, among other things, the status of the Project in relation to the Project Budget, both on a historical and projected basis.
- v. *Budget Tracking.* WMATA shall provide to the District, on the fifteenth (15) business day of every month, a statement of actual costs incurred through the end of the previous month compared to the expected costs and/or budgeted costs.
- vi. *Final Invoice.* WMATA shall provide the District with a final reconciliation of costs of the Project on a line item basis, based on actual costs as compared to the Project Budget, and provide the District with a final invoice for any unpaid costs within thirty (30) days' notice of either a) Project completion/close out or b) termination of this Agreement. The final invoice will be paid out of funds on account at WMATA, unless that funding is insufficient, in which case, the District shall pay the final invoice within ninety (90) days of receipt. Any excess funds at the completion of the Project will be returned to the District within ninety (90) days of the final reconciliation.
- vii. Should any of the District funds appropriated for the Project be at risk of lapsing, the District shall notify WMATA of that fact at least sixty (60) days before the lapse date. WMATA will then invoice the District for the amount subject to lapse no later than forty-five (45) days prior to the lapse date. The District will then pay that invoice before the lapse date.

3. PARTIES' ROLES AND RESPONSIBILITIES

A. WMATA Roles and Responsibilities

- i. Serve as the lead party for the planning, community engagement, design, construction, testing, and commissioning of the Project.
- ii. WMATA shall design and construct the Project. Unless otherwise agreed to by the Parties in writing, the amount of Project Costs under this Agreement shall not exceed the lesser of (1) the amount of the appropriated District Funds or (2) the amount provided for in the Project Budget.
- iii. Develop construction drawings consistent with the Project Scope for the Project at 30%, 60%, and final design and provide to the District for review and approval of (1) the above grade design elements of the improvements in line with WMATA's design criteria and standards and (2) any design element in the District right of way or on District property (as approved by District, the "**Approved Plans**").
- iv. The cost to develop 30% design shall not exceed \$10 million.
- v. Propose Project detailed, line-item budgets upon delivery of the 30%, 60%, and final design deliverables (each budget as agreed to by WMATA and the District shall be the "**Project Budget**"). At 30% design and the award of the Design-Build contract, WMATA and the District will collaboratively work to value engineer the Project to be within the District's appropriated budget. If unsuccessful, WMATA and the District will collaboratively work to identify additional funding.
- vi. WMATA shall perform the work and invoice for Project Costs in accordance with the Project Scope, Approved Plans, and the Project Budget.
- vii. Solicit and procure through WMATA's procurement system all necessary contractors for the design and construction of the Project.
- viii. Provide contract administration services for the selected contractors.
- ix. Allow representatives of the District to periodically inspect the work of the Project as reasonably requested by the District in compliance with WMATA's safety and access requirements.
- x. Meet with representatives of the District periodically to discuss and review the status of the Project, construction timeline, cost savings or overruns, and other issues affecting the Project.

B. District Roles and Responsibilities

- i. Utilize the District Funds to fund Project Costs for the Project, subject to section 8 of this Agreement.
- ii. Review, provide comment, and approve the Project Budget, and Approved Plans at 30%, 60%, and final design, or more frequently, as the Parties agree in writing.
- iii. Review and approve invoices for Project Costs as per section 2(B) of this Agreement.
- iv. Facilitate the approval of District permits for work under this Agreement.
- v. Coordinate in good faith with WMATA and its contractors for access to construction areas on the RFK Campus proximate to the Stadium-Armory station.
- vi. Participate as a non-voting advisory member of the selection panel for the Design-Build contractor for the Project.

4. PROJECT SCHEDULING

The Parties agree to the anticipated project delivery schedule (“**Project Schedule**”) as set forth below by calendar year. Should there be a need to change these schedules, the Parties agree to meet and jointly agree in writing to any mutually agreeable changes to the Project schedules.

- A. Summer 2026: Select station improvements to advance into concept design.
- Summer 2026: Finalize concept design and begin 30% design;
Award preliminary (30%) design contract
- B. Winter 2027: 30% design development complete;
Initiate environmental and WMATA Compact Public Hearing
Begin Design-Build procurement process
- C. Summer 2027: Award Design-Build contract;
Begin final design and engineering
- D. Fall 2027: Complete 60% design development
- E. Winter 2028: Complete final design, engineering, and construction permitting
- F. Spring 2028: Begin construction
- G. Spring 2030: Complete construction, testing and commissioning

5. EXCLUDED ANCILLARY ACTIVITIES

The following activities are not covered by this Agreement but are covered by other agreements or processes.

- A. Coordination for construction activities by the contractor(s) constructing the stadium, garages, and surrounding infrastructure adjacent to WMATA facilities. Such permits, costs, and coordination are handled under WMATA's Joint Development and Adjacent Construction Office. Nothing in this Agreement shall be interpreted to modify the requirements imposed by the WMATA Joint Development and Adjacent Construction Office.
- B. The costs of operations and maintenance of the infrastructure improvements developed as part of this Project are outside the scope of this Agreement and are not funded by this Agreement.

6. TERM AND TERMINATION

This Agreement is effective on the Effective Date and will expire on the one-year anniversary of the completion of the work covered by this Agreement or as may be amended in the future (which may include the resolution of any contractor's claims), unless terminated sooner in accordance with the terms of this Agreement. Notwithstanding the preceding sentence, this Agreement may be renewed by mutual written agreement of the Parties. Either Party may terminate this Agreement for any reason and at any time by giving the other Party forty-five (45) days' written notice. Upon termination of this Agreement, WMATA's obligations under this Agreement will be terminated. If the DDOT gives WMATA such notice of termination, then upon termination of this Agreement, DDOT will be responsible for Project Costs incurred prior to the termination of the Agreement and expressly including any contractor termination costs.

7. MODIFICATIONS

Except as otherwise provided herein, any amendment or modification in any respect to the terms and conditions of this Agreement shall be made by in writing signed by both Parties.

8. ANTI-DEFICIENCY

The Parties acknowledge and agree that nothing in this Agreement creates a financial obligation in anticipation of an appropriation and that all provisions of this Agreement are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46 (the "**Anti-Deficiency Acts**"), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. It is expressly understood and agreed that WMATA's provision of WMATA's obligations under this Agreement is conditioned on DDOT's payment of the funds required under this Agreement. To the extent that DDOT fails to pay the funds contemplated under this Agreement or is prevented under the Anti-Deficiency Acts from paying the funds, WMATA may, in its sole and exclusive discretion, suspend or terminate this Agreement immediately and cease performance of any work being performed pursuant to this Agreement. Further, nothing in this Agreement shall require WMATA to violate the WMATA Compact, (DC Code §§ 9-1107.01 et seq.) including Section 22.

9. DISPUTE RESOLUTION

Any disputes between DDOT and WMATA arising out of this Agreement may be disposed of by the Parties by written agreement and/or amendment of this Agreement. If the Parties cannot resolve the dispute, then the Party seeking a resolution shall provide written notice of the nature

of the dispute and the issue(s) to the other Party. The EVP & Chief Infrastructure Officer of WMATA and DDOT Director will work to resolve the dispute within thirty (30) days of written notice. If the dispute is not resolved by the Parties within thirty (30) days of such notice, the Parties agree that the City Administrator and the then-serving general manager and chief executive officer of WMATA shall attempt to resolve such dispute without court action within thirty (30) days thereafter. If the dispute is not resolved within thirty (30) days, either Party may bring a claim for resolution of the dispute in the U.S District Court for the District of Columbia. Notwithstanding any provision to the contrary contained in this Agreement, prejudgment interest shall not be paid by one Party to the other Party.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the District of Columbia, except where any law conflicts with the WMATA Compact, the Compact shall control. Each Party submits to the sole and exclusive jurisdiction of the U.S. District Court for the District of Columbia.

11. RELATIONSHIP

This Agreement shall not be construed as creating a partnership, joint venture or other relationship between the Parties, it being understood that each Party shall be and remain a separate and independent entity for all purposes hereof. In no event shall either Party be liable to the other Party or any third party, whether in contract or in tort or in any other legal theory (including, without limitation, strict liability, or negligence) for any claims, damages, losses, liabilities, or expenses arising out of or in connection with the performance of this Agreement.

12. NO WAIVER OF IMMUNITY

This Agreement shall not be construed as a waiver of either Party's respective immunities, including, without limitation, municipal and sovereign immunity.

13. NO ASSIGNMENT

No transfer or assignment of this Agreement, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless consent for such transfer or assignment is first approved in writing by the Parties.

14. NOTICE

Any notice required or permitted to a Party shall be in writing and shall be delivered by hand, sent electronically, by courier, or sent by prepaid registered or certified mail with return receipt requested and addressed as appropriate to the following addresses (or to such other or further addresses as the Parties may designate by notice given in accordance with this paragraph):

WMATA:

Executive Vice President & Chief Planning and Performance
Officer

300 7th Street, S.W.

Washington, D.C. 20024

Email: twebster@wmata.com

Executive Vice President & Chief Infrastructure Officer

300 7th Street, S.W.

Washington, D.C. 20024

Email: TMImpastato@wmata.com

with copy to:

Executive Vice President, Chief Legal Officer, and General Counsel
300 7th Street, S.W.
Washington, D.C. 20024

District:

District of Columbia
RFK Stadium Project Management Office
1100 4th Street, SW
Washington, D.C. 20024
Email: Brian.hanlon@dc.gov

Director, District Department of Transportation
250 M Street, SE
Washington, DC 20003
Email: Sharon.Kershbaum@dc.gov

with copies to:
Chief Project Delivery Officer, DDOT
250 M Street, SE
Washington, DC 20003
Email: Sandra.marks@dc.gov

Director of Planning and Real Estate
RFK Stadium Project Management Office
1350 Pennsylvania Avenue, NW, Suite 324
Washington, DC 20004
Email: gilles.stucker@dc.gov

Such correspondence shall be deemed delivered, upon the earlier to occur of the following: the day delivered by e-mail or hand delivery; the third business day following the day on which the same shall have been mailed by U.S. registered or certified mail, return receipt requested, with all postal charges prepaid, to the respective addresses set forth below; or actual receipt at the Parties' addresses.

15. LEGISLATIVE COMPLIANCE

The Parties shall comply with all applicable laws, regulations, and rules. This Agreement is subject to all applicable laws, regulations, and rules governing the Parties hereinafter enacted or promulgated. If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement. Meeting the terms of this Agreement shall not excuse any failure to comply with all applicable laws, regulations, and rules, whether or not these laws and regulations are specifically listed in this Agreement. The Parties shall abide by the provisions of Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. § 794); the Americans With Disabilities Act (104 Stat. 327; 42 U.S.C. §§ 12103 et seq.), the Age Discrimination Act of 1975, as amended (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other applicable federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, disability, religion, or sex, in employment and in providing facilities and services to the public. Pursuant to 41 U.S.C. § 22, no member of Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom.

16. HEADINGS

The headings throughout this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

17. COUNTERPARTS

This Agreement may be signed in one or more identical counterparts, whether transmitted by electronic mail or otherwise. Each such counterpart shall be deemed an original for purposes of this Agreement.

18. BOOKS AND RECORDS

WMATA shall keep proper books of record and account for 3 years after the termination of this Agreement, containing complete and accurate entries of all financial and business transactions relating to the District Funds and the Project. WMATA shall provide to the District, its auditors, inspectors, regulators, and other District representatives access at all reasonable times and upon reasonable notice to the data and records relating to the expenditure of the District Funds for the purposes of ensuring compliance with this Agreement and performing audits and inspections of the financial and business transactions relating to the expenditure of the District Funds.

[Signatures and Attachments Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last set forth with their signatures below.

THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Thomas J. Webster
Executive Vice President
& Chief Planning and Performance Officer

Dated

THE DISTRICT OF COLUMBIA GOVERNMENT

Sharon Kershbaum
Director, DDOT

Dated

ATTACHMENT A

Project Scope for Stadium-Armory Improvements Project

Metro is advancing investments to Stadium-Armory Station to ensure safe, frequent, reliable transit to accommodate anticipated post-event crowds at the new stadium and development on the RFK campus. This is a continuation of the RFK Transit Planning and Feasibility Study that was conducted under a previously executed \$2M Study. The outcome of the Study was that improvements to the existing station represent the most feasible, cost-effective and timely approach.

Metro is procuring preliminary (30%) design and bridging documents development services prior to construction of the Project. The preliminary design work will assess existing conditions of the station, including architectural, structural, mechanical, power, fire life safety (FLS), conveyance systems, and communications systems, and analyze the feasibility of the proposed improvements, prior to developing 30% design and bridging documents. This will support next steps including cost refinement, risk identification, and progression into environmental review and subsequent design phases, culminating in construction.

Station improvements include work at the street, mezzanine, and platform levels. The proposed improvements include, but are not limited to, the following elements:

- 19th Street passageway: Includes new faregates, street level enhancements
- Independence Ave SE entrance: Includes new stairs, passenger elevators, faregates
- North Mezzanine expansion: Expansion of mezzanine into station vault, includes escalators, stairs, and passenger elevators
- South Mezzanine expansion: Includes new stairs, escalators, and faregates

As the project progresses through preliminary (30%) design, Metro will propose a full implementation plan that establishes a total Project budget, schedule, and scope for funding and approval to ensure the Project is ready for opening day in 2030. Following, Metro will procure and select contractors for design and construction.

In parallel, Metro as part of its existing capital improvement program and separate from this Agreement, will fund the replacement or rehabilitation of:

- Eight (8) existing escalators through our next escalator replacement package and
- The elevator at south entrance.

Phases. The effort will include the following phases

- Preliminary (30%) design. Building on the final concept identified in the Transit Study, WMATA will develop 30% designs for the Project, a full implementation plan that identifies scope, total Project cost and schedule, bridging documents.

- Final design and construction. Further information on scope, total Project cost, and schedule will be provided during 30% design phase

Steering Committee Engagement. Metro will engage with the Steering Committee set up under the \$2M Study at the submission of the 15% and 30% plan sets to inform them of ongoing progress and next steps. WMATA will continue to work with the RFK PMO and DDOT, and others as needed, to advance the designs, environmental, funding allocation, and permitting. Following the Preliminary (30%) phase, WMATA's Project Management and Senior Leadership will engage the RFK PMO and DDOT to coordinate and align on total Project budget, funding and annual allocation, permitting and other topics.

Estimated Timeline. WMATA recognizes the urgency to advance design and engineering on the Project so that construction can begin no later than Spring 2028, to be completed in the Spring of 2030 in time for Opening Day.