

**REGIONAL TRANSIT AUTHORITY**

**MOTION NO. 98-15 (SEATTLE)**

**MOTION NO. 98-16 (TUKWILA)**

**MOTION NO. 98-17 (SEATAC)**

**BACKGROUND AND COMMENTS**

<b>Meeting:</b>	<b>Date:</b>	<b>Agenda Item:</b>	<b>Staff Contact:</b>	<b>Phone:</b>
<b>Finance Committee</b>	<b>March 5</b>	<b>No. 8</b>	<b>Paul Bay, Director Link Light Rail</b>	<b>(206) 689-4761</b>
<b>Executive Committee</b>	<b>March 6</b>	<b>No. 7</b>		
<b>Board of Directors</b>	<b>March 12</b>	<b>No. 9D-4,5&amp;6</b>		

**ACTION:**

Approve a separate Memorandum of Agreement with each of three cities: The City of Seattle, the City of Tukwila, and the City of SeaTac. Each agreement relates to joint efforts of that city and RTA during the development of the Link Light Rail project.

**BACKGROUND:**

In order to develop the Link Light Rail project, agreement will ultimately be needed with the cities through which it passes, including agreement on the alignment of tracks, on the location and design of stations, and on the mitigation of any negative impacts. Agreement on these matters is essential because RTA will be asking each City for construction permits and for easements or use agreements allowing construction of light rail on portions of city street rights-of-way. Accordingly, a great deal of time has been spent in discussions with staff in each of these cities on how to structure the work program, what activities should be conducted jointly, what activities will be done by each agency separately, schedule of work, and level of staffing required to reach agreement on alignments.

In addition, RTA has adopted principles for station area planning, and has asked each City to undertake a thoughtful station area planning program in concert with our project development activities, and to encourage of transit oriented development. Station area planning work also needs to be coordinated with project development. Agreement is needed to put into effect the partnership concept called for in Sound Move.

**RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:**

- Sound Move Plan
- “Principles to Guide RTA Station Area Programs” (Adopted by the RTA Board, November 1997)
- 1998 Adopted Budget

## **KEY FEATURES:**

While these agreements differ slightly to reflect the differing organizational structure and emphases of each city, they have been developed on a common basis and share certain features. These include:

- Agreement to work together to implement the project on schedule and within budget
- Agreement on a joint work effort; in an open, collaborative process
- Agreement on approach to reimbursement for services and products
- Agreement on the schedule, deliverables and compensation for the City's station area planning program
- Agreement on responding to City concerns about design, impact mitigation and community involvement.

## **FUNDING:**

Funding for the activities and products for which each of the cities will be reimbursed under this agreement is available within the Link Light Rail Capital Budget adopted by the Board for 1998; and as presumed to be continued in 1999.

## **ALTERNATIVES:**

RTA could proceed with design and environmental activities on the Link Light Rail project without a formal agreement based only upon the good will of all parties, and hope that the cities would have the staff capabilities to respond in a timely way. However, the risk of delay would be substantial.

## **CONSEQUENCES OF DELAY:**

Delay of approval of the MOA's for another few weeks would not be critical, but indefinite postponement would clearly involve delay risks in overall project approvals, the loss of a year or more of federal funding, and the cost of construction inflation.

**Regional Transit Authority  
Motion No. 98-17**

A motion of the Board of the Regional Transit Authority for the Pierce, King and Snohomish Counties region authorizing the Executive Director to enter into a Memorandum of Agreement with the City of SeaTac.

**Background:**

In order to develop the Link Light Rail project, agreement will ultimately be needed with the City of SeaTac including agreement on the alignment of tracks, on the location and design of stations, and on the mitigation of any negative impacts. Agreement on these matters is essential because RTA will be asking the City for construction permits and for easements or use agreements allowing construction of light rail on portions of city street rights-of-way. Accordingly, a great deal of time has been spent in discussions with SeaTac staff on how to structure the work program, what activities should be conducted jointly, what activities will be done by each agency separately, schedule of work, and level of staffing required to reach agreement on alignments.

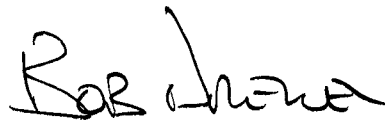
In addition, RTA has adopted principles for station area planning, and has asked the City to undertake a thoughtful station area planning program in concert with our project development activities, and to encourage transit oriented development. Station area planning work also needs to be coordinated with project development. Agreement is needed to put into effect the partnership concept called for in Sound Move.

The attached Memorandum of Agreement provides for a joint work program of RTA and the City of SeaTac during Link Light Rail project development; and further provides for compensation to the City for Station Area Planning work products.

**Motion:**

It is hereby moved by the Board of the Regional Transit Authority that the Executive Director be authorized to sign the attached Memorandum of Agreement with the City of SeaTac.

Approved by the Board of the Regional Transit Authority for the Pierce, King, and Snohomish Counties region at a regular meeting thereof on the 12 day of March, 1998.



Bob Drewel  
Board Chair

ATTEST:



Marcia Walker  
Board Administrator

MEMORANDUM OF UNDERSTANDING

for Intergovernmental Cooperation

between

The Central Puget Sound Regional Transit Authority

and

The City of SeaTac

in regard to Light Rail Transit

CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY

CITY OF SEATAC

By: \_\_\_\_\_  
Bob White  
Executive Director

By: \_\_\_\_\_  
Calvin P. Hoggard  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to Authority of  
Resolution No. \_\_\_\_\_

Pursuant to Authority of  
Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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**MEMORANDUM OF UNDERSTANDING  
FOR INTERGOVERNMENTAL COOPERATION FOR THE  
CENTRAL LIGHT RAIL TRANSIT LINE**

This MEMORANDUM OF UNDERSTANDING (the "MOU"), effective this \_\_\_\_\_ day of March, 1998, is made and entered into by and between the Central Puget Sound Regional Transit Authority (the "RTA"), and the City of SeaTac (the "City") (collectively, the "Parties").

**I. RECITALS**

A. The RTA is a duly organized regional transit authority existing under Chapter 81.112 and has all powers necessary to implement a high capacity transportation ("HCT") system pursuant to Chapter 81.104 RCW. On November 5, 1996, central Puget Sound area voters approved local funding for *Sound Move*, the RTA's ten-year regional transit plan. The plan includes three new types of regional transportation -- light rail, Tacoma-to-Seattle commuter rail, and regional express bus/HOV system -- that shall be integrated with local transit systems and use a single, regional fare structure.

B. This MOU relates to Light Rail Transit (LRT) system development and station area development within the City of SeaTac (the "Project"). The Project includes light rail stations together with any ancillary facilities, such as light rail transit patron parking, passenger drop-off zones, and bus, auto, bicycle, and pedestrian access facilities located within the City or on Port of Seattle property.

C. HCT legislation requires the linkage of land use planning and development of HCT systems. Memoranda of Understanding between regional transit authorities and cities "shall set forth conditions for assuring land uses compatible with development of high capacity transportation systems." RCW 81.104.080(2). Such conditions include developing sufficient land use densities through local actions in HCT corridors and near passenger stations, preserving transit rights of way, and protecting the region's environmental quality. Memoranda of Understanding must also include plans for concentrated employment centers, mixed-use development, and housing densities that support HCT systems. RCW 81.104.080(3). Finally, agreements must be consistent with state planning goals as set forth in the Growth Management Act, Chapter 36.70A RCW.

D. In addition, it is the RTA's policy to encourage and reward transit-oriented land use policies, and to create opportunities for joint development programs and public/private partnerships designed to increase ridership, promote public access to transit facilities, and provide revenues to support transit construction or operation.

E. The City is responsible for administering state and local land use laws and development regulations that shall apply to the development of the Project. The City is

7. Work toward development of transit-oriented land use policies to attract and shape development around transit facilities in ways that benefit both transit users and adjacent communities; and
8. Build effective cooperation between the Parties.

K. The RTA's objectives also include the following:

1. To develop the Project and deliver services consistent with City and regional service goals and within the budget and schedule adopted in *Sound Move* and in subsequent implementation documents;
2. To maximize predictability of City requirements;
3. To meet the important budget and timing objectives by performing only mitigation measures that are attributable to the Project, and not measures intended solely to remedy other environmental, transit and transportation, utility, infrastructure, social or other issues affecting the area of the Project;
4. To develop facilities and deliver services within the budget and schedule adopted in *Sound Move*, without requiring direct local financial participation.
5. To facilitate local jurisdictions playing an active role in Project development decisions to provide for appropriate RTA Board decisions, consistent with and subject to the requirements of the HCT legislation, commitments in *Sound Move*, and RTA policies;
6. To obtain extensive pre-application review of Project elements for land use, environmental and building code issues;
7. To obtain early City input regarding potential street, right-of-way, or easement vacations;
8. To the extent allowable by law, to obtain at RTA cost, expedited processing of necessary permits and approvals, and, if necessary, street or other vacations and any utility relocations;
9. To understand City codes and procedures that relate to the Project's development, and to minimize conflicts regarding permits and approvals;
10. To work with community stakeholders during the Project environmental review and planning process to receive and consider their input;
11. To provide a meaningful and inclusive public process that involves all interests in the development, construction and implementation of the Projects and services in *Sound Move*; and
12. To comply with all federal funding requirements.

L. The City's objectives for the Project management process also include the following:

1. To appropriately fulfill its mission to enforce state and local land use laws, environmental processes, building codes, and other regulations; and to assist the RTA in adhering to land use and construction-related codes;
2. To work with the RTA in meeting its objectives and schedule;
3. To respond to the RTA's priorities and permit needs to help expedite permit review;

The RTA encourages the participation of City land use, engineering and transportation staff in the design development processes with the RTA's architecture and engineering teams. By working with the RTA and its consultants on the Project development team, the City can help create a better Project as well as potentially facilitate more rapid review of the Project.

### III. ENVIRONMENTAL REVIEW

A. The RTA shall serve as the State Environmental Policy Act ("SEPA") lead agency for environmental review of the Project. The Federal Transit Administration ("FTA") shall serve as the National Environmental Policy Act ("NEPA") lead agency for federal environmental review. The RTA prepared a plan-level programmatic environmental impact statement supporting the adoption of *Sound Move*. Additional project-specific environmental review of the Project shall be provided using a combined SEPA/NEPA approach. The RTA shall oversee the preparation of the environmental documents, with the FTA serving as a cooperating agency. The project-specific environmental review shall evaluate the environmental impacts of the Project, as well as identify necessary mitigation measures related to the impacts identified in said environmental review.

B. The RTA shall provide opportunities for the community and other public participation in the environmental review process through a process to be developed in consultation with the City (and the Port). The RTA shall provide full staff support to this public process, as described in Attachment D to this MOU.

C. The RTA and the City intend to work together with the public to develop and evaluate appropriate mitigation measures, consistent with SEPA, GMA and other adopted City regulations to mitigate the adverse impacts of Project elements as evaluated in the Environmental Impact Statement and the City's EPF ordinance process. All mitigation measures shall be reasonably related to the Project's impacts, as defined through SEPA. The Parties further agree that, to the extent possible, mitigation measures shall be consistent with the Parties' common objectives, as established in this MOU.

D. To further facilitate the City's review and to ensure that the final environmental documents consider the City's concerns, the RTA shall share key preliminary documents and drafts with the Designated Representative. The City agrees to review and respond within 21 calendar days, and less wherever feasible, preliminary draft documents received from the RTA. The City will also solicit responses from the Port of Seattle and SeaTac Transportation Federation (STF). STF is an interagency working group consisting of staff from: City of SeaTac, Port of Seattle, Pierce Transit, King County Metro, Regional Transit Authority and Washington State Department of Transportation.

E. The RTA shall provide to the City a schedule of environmental review milestones to maximize the opportunities for City comment and recommendations.

F. The City shall provide for its EPF process to occur concurrently with the RTA's environmental review process.



The RTA is committed to developing a quality design for the Project. City and public input regarding the LRT design alternatives shall be submitted to the City's Designated Representative who shall review it with RTA staff. The RTA recognizes the City's interest in the quality of station area and guideway design and the quality of the development of the Project's system improvements in the light rail service corridor because of the long-term impact the Project shall have on the character of the City. The RTA shall therefore work with the City, the public, and other interest groups to ensure that the design process has taken into account City and community comments and recommendations through an agreed upon community outreach plan conducted by the RTA as was mentioned previously and is described in Attachment D.

#### **V. PROCESSING OF REQUESTS FOR STREET USE RIGHTS AND RIGHT-OF-WAY OR EASEMENT VACATIONS**

The parties acknowledge the authority granted to the City by RCW 81.112.070 to grant rights of use in rights of way and lands to the RTA, upon mutually agreeable terms. The parties shall, whenever appropriate, and consistent with both the parties' objectives avail themselves of that opportunity. The RTA acknowledges that other (non RTA-related) City interests may preclude the use of City rights-of-way in some areas and require right of way acquisition from other owners by the RTA, or route modifications

It is also acknowledged, however, that vacation of City streets, rights-of-way or easements may be necessary to provide for appropriate siting of Project facilities. To the extent appropriate, the City agrees to employ the resolution process for vacations, as permitted by Chapters 35.79 RCW, upon request of the RTA. Inasmuch as timely submittal and review of vacation petitions shall be critical to maintaining the Project schedule, the RTA may submit vacation requests to the City Clerk for expedited review. The City's Designated Representative in cooperation with the RTA, shall coordinate and facilitate expedited processing of vacations, within the minimum time periods specified by law. Compensation for all such vacations shall be made according to State law, establishing value through an appraisal performed by the City's appraiser at RTA expense.

#### **VI. PRIVATE RIGHT-OF-WAY ACQUISITION**

To the extent that acquisition of rights-of-way over private property is necessary for the Project, the RTA shall assume the lead role and shall manage all acquisition-related contact with private property owners or their agents. The RTA shall keep the City informed as it progresses through the acquisition process.

#### **VII. SCHEDULE OBJECTIVES AND TARGET DATES**

with such interlocal agreements. The RTA EEO and MWBE principles are shown as Attachment F.

In this regard the City agrees to implement such policies in its contracts and selection processes. The RTA, for its part, agrees to assist the City in implementing said policies. To the extent that the City has policies and processes pertaining to EEO and M/W/DBE, such policies and processes may be used subject to the approval of the RTA.

## **IX. COMPENSATION FOR SERVICES AND DELIVERABLES**

A. The Parties agree that certain tasks required to complete the Project are best performed by the City.

B. The Parties further agree that this work is of an unusual and time-consuming nature, and must be kept on a fast track schedule to mesh with related work being performed by the RTA and its consultants.

C. The Parties therefore agree that the RTA shall compensate the City for specific resources, not to exceed \$500,000 in Calendar Year 1998-1999 used to perform and expedite this work. In order to continue adequate City resources for coordination with RTA products and schedules, during the early part of the year 1999, in coordination with the City's budget cycle, the RTA shall develop with the City a schedule for reimbursement for the years 2000 through 2006 if the RTA has a continuing need for reimbursable City services.

## **X. PUBLIC INVOLVEMENT**

The RTA, in coordination with the City, shall manage public and community involvement activities at all levels with the cooperation and participation of the City as described in Attachment C to this MOU. The City's participation in these activities shall not be subject to RTA compensation. These activities include, but are not limited to:

- Briefings to, and feedback from, the City Council and any additional Steering committee or the like that the City Council may establish;
- Public meetings, hearings, station area workshops, and design charrettes related to the design alternatives contained in the environmental document; and
- Ongoing updates on the progress of the station design, development and construction.

## **XI. STATION AREA AND LRT GUIDEWAY DECISIONS**

City involvement in the RTA's analysis of alternative alignments and routes shall be

If a problem arises that either Designated Representative feels cannot be resolved between the two Designated Representatives, each party shall notify the other in writing (including e-mail or fax) of this problem or dispute. This written notice triggers a Joint Consultation process ("Joint Consultation") that is addressed by the RTA Director of Light Rail and the City Manager. The Parties shall meet to conduct Joint Consultation within three (3) business days of receiving the written notice in an attempt to resolve the dispute.

#### C. Mediation

Upon mutual agreement, a dispute not resolved under the above steps may be referred to alternative dispute resolution sources for mediation.

#### D. Recourse to Courts

The RTA and the City agree that they shall have no right to seek relief under this Memorandum of Understanding in a court of law until and unless each of these procedural steps is exhausted.

### **XIII. MISCELLANEOUS PROVISIONS**

A. This MOU is effective as of the date set forth in this Preamble, after authorization by each Party's respective governing body, and shall have a term of two (2) years from the said date, and can be automatically renewed for an additional six (6) years upon approval of the RTA Board and City Council. Either Party may terminate this MOU without cause by providing 90 (ninety) days' written notice to the other. In such a case, the City would cease provision of services upon receipt of a termination notice from the RTA, and the RTA would make payment for services provided by the City through the date of receipt of the termination notice. Such payment would be calculated as follows. If the RTA terminates the MOU for cause or if the City terminates the MOU, payment would consist of an amount equal to the value to the RTA of work produced to date. If the City terminates for cause or the RTA terminates for convenience, the payment would consist of an amount equal to that expended by the City to date, not to exceed the total deliverable compensation.

B. The Parties may amend this MOU or enter subsequent agreements, as desired, with the appropriate written authorization of each Party. Such amendments may cover any and all topics mentioned herein as well as new topics.

C. This MOU, including its Recitals and Attachments, embodies the Parties' entire agreement on the issues covered by it, except as supplemented by subsequent written agreements executed by the Parties. All prior negotiations and draft written agreements are merged into and superseded by this MOU.

## ATTACHMENT A

### Bibliography of Documents

1. City of SeaTac Comprehensive Plan
2. Comprehensive Plan Environmental Impact Statement (EIS) and Supplement (SEIS)
3. Transit Supportive Land Use Master Plan
4. City Zoning Map
5. City Land Use Map
6. King County - Countywide Planning Policies
7. City of SeaTac "Urban Center" nomination to the Growth Management Planning Council (Res. No. 92-065)
8. PSRC Urban Centers report - SeaTac International Boulevard
9. Port of Seattle - SeaTac Center Feasibility and Scoping Study
10. Interlocal Agreement between the Port of Seattle and City of SeaTac (Res. No. 97-019)
11. Personal Rapid Transit Feasibility Study/Final Report
12. City of SeaTac - Zoning Code (Title 15)
13. City of SeaTac - Development Code Administration (Title 16)
14. City of SeaTac - Environmental Rules and Procedures (Chapter 13.30 SMC), adopting Washington State Environmental Policy Act (WAC 197-11 & RCW 43.21C)
15. Washington State Growth Management Act (WAC 365/RCW 35A.63 and 36.70A)
16. General Reference documents: minutes from staff review meetings, City Council minutes, Draft International Blvd. Subarea Plan, schematic diagrams of intermodal connections, Puget Sound Vision 2020, City Center Design Charrette Report.

**Sound Transit Link Light Rail**

**SeaTac Community Involvement Program  
January - April 1998**

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**International Boulevard, SR 518 & S. 154<sup>th</sup> Street to  
International Boulevard & S. 200<sup>th</sup> Street**

**Revised February 10, 1998**

## SeaTac Community Involvement Program Major Meeting Schedule

<p><b>Meet with stakeholders</b></p> <ul style="list-style-type: none"> <li>• Exchange information on current plans &amp; projects</li> <li>• Identify key community members &amp; organizations</li> <li>• Plan for on-going coordination</li> <li>• Exchange information on schedules.</li> </ul>	<p><b>January - ongoing</b></p>
<p><b>Brief stakeholders &amp; community groups</b> Attend regular meetings of identified groups &amp; organizations to update them on project, schedule, community involvement.</p>	<p><b>Early Feb. - ongoing</b></p>
<p><b>Announce schedule &amp; events</b> Prepare &amp; send newsletter or fact sheet to residents, property owners, business owners &amp; managers about LRT issues, community involvement plan &amp; scheduled events. Announce events at community &amp; stakeholder meetings.</p>	<p><b>Early Feb.</b></p>
<p><b>Hold Joint Screening Workgroup Session</b> Conduct preliminary screening of alternatives</p>	<p><b>Feb. 24</b> <b>8:30-12:00</b></p>
<p><b>Hold Public Forum</b></p> <ul style="list-style-type: none"> <li>• Hold joint public forum with City &amp; Port to present range of alternatives to community</li> <li>• Present information on related Port &amp; City projects &amp; their timing</li> <li>• Gain feedback on issues &amp; concerns</li> <li>• Disseminate scoping report, draft screening criteria &amp; fact sheets</li> <li>• Explain decision-making process</li> <li>• Announce field trips &amp; the workshop.</li> </ul>	<p><b>March 4</b> <b>5:00-8:00 pm</b></p>
<p><b>Conduct field trips to Portland, Vancouver</b> Invite key stakeholders &amp; community members on field trips to Portland &amp; Vancouver (with Tukwila group).</p>	<p><b>March 13 day</b> <b>March 20 day</b> (other dates as necessary)</p>
<p><b>Conduct central station design workshop</b> Invite Port and City staff persons, as well as designated stakeholders, to a workshop to discuss station design issues for the city center/airport station.</p>	<p><b>March 23<sup>rd</sup></b> <b>24<sup>th</sup> or 25<sup>th</sup></b></p>

## **ATTACHMENT D**

### **SCHEDULE OF CITY DELIVERABLES, COSTS AND METHOD OF COMPENSATION**

#### **A. OVERVIEW AND GUIDING PRINCIPLES**

This proposal shall be refined and detail added as part of the City work plan to be provided in exchange for the first \$200,000 in RTA funding. The City agrees to provide the services and deliverables delineated in Subsection B, below, by the agreed upon target dates shown in Subsection C. The City warrants that the compensated work is exclusive of City services provided in the ordinary course of business and on the City's usual time schedule. Deliverables shall require the cooperative efforts of both parties, and both RTA and the City agree to utilize their best efforts to this end.

In performing the work plan, the City and its consultants (if any) shall work with the RTA and its consultants to share available information and avoid duplication of effort. The City and the RTA recognize that much of the work prepared pursuant to the work plan shall aid in the preparation of the environmental documents for the Project, as well as other Project planning work.

All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models prepared or developed in connection with this Project shall become public records.

#### **B. WORK PLAN SCOPE OF SERVICES AND DELIVERABLES**

The work plan shall contain the following four main elements:

- Review of alignment and station location options during the draft EIS preparation period;
- Market analysis both before and after selection of LRT sites;
- Station-area planning; and
- Staff work to support City Council implementation of the results of the market analysis and planning process.

##### *Task 1. Review of Alignment and Station Location Options*

During the RTA's design review of light rail alignment and station location options, and preparation of a draft EIS analyzing the impacts of those options, the City shall review the same in connection with on-going community plan development and other City planning efforts, and shall advise the RTA on how each option fits into City planning goals.

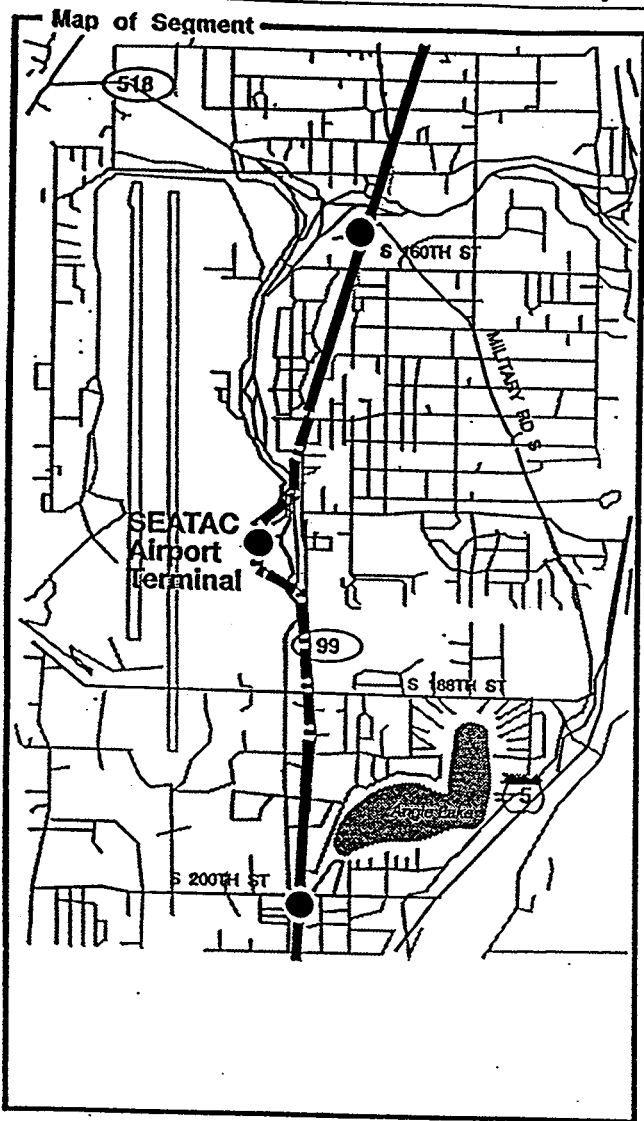
##### *Task 2. Market Analysis*

The market analysis shall be performed at both the macro and micro scales. Work performed by the RTA's Transit-Oriented Development Task Force shall be utilized to the fullest extent possible. The macro analysis shall assess existing conditions at a

1. In consideration for the City's development and implementation of the work plan, the RTA has included a draft budget of up to \$500,000 over the calendar years 1998-99. The RTA shall compensate the City to that extent for the deliverables listed in Subsection B above. The services to be provided under this Memorandum of Understanding are included in the RTA's *Sound Move* budget for Project development. The RTA shall reimburse the City's actual costs in performing the services up to the maximum amounts set forth herein. In the event any or all actual costs reach the following maximum amounts, then the City shall be released from performing further services under this Memorandum of Understanding unless the RTA approves an increase in the maximum costs.
2. The aforesaid compensation shall be paid to the City in installments as follows: 40% upon RTA approval of the City's work plan; 15% upon RTA completion of the Draft EIS; 15% upon completion of the market assessment; 20% following the completion of station-area planning; and 10% following City Council implementation.
3. The detailed scope and budget under this MOU shall be developed separately. The City shall conform to all required RTA and FTA procedures regarding EEO, MWBE as shown here in Attachment G, and shall conform to required reporting of activities and expenses.



**Boeing Access to SeaTac (200th St)**



'Sound Move' Plan  
 Cost reported in 'Sound Move' Plan > **\$315.00**  
 \$47.83 / Mile

Construction Kit					
Guideway	Unit Cost Per Mile	Unit Cost Stations	Segment Ft Mile	Segment Stations	Total \$Mil
InStreet	35	—	4.88	—	\$178.00
AtGrade	35	5.0	0.38	3	\$13.40
Aerial	60	15.0	1.32	1	\$94.30
Tunnel	125	65.0	0.00	0	\$0.00
Parking (per 500 Spaces)		7.5	—	—	\$4.50
<b>All Inclusive Construction Kit Totals &gt;</b>			<b>6.58 Miles</b>		<b>\$290.20</b>
					<b>\$44.06/Mile</b>

Detailed Cost Estimate				
Guideway	Quantity	% of Type	Operating Cost / Yr	Station/ Parking Qty
AtGrade	2,020 RF	6 %	AtGrade 7.89	3
Aerial	6,980 RF	20 %	Aerial 2.51	1
Tunnel	0 RF	0 %	Tunnel 0.00	0
InStreet	25,770 RF	74 %	Parking	300
			<b>Total Ops &gt;</b>	<b>10.40</b>

From Detail Breakdown			
Route Specific System Costs		Detail Summary	
Command & Control	\$0.00	Design / CM	\$38.40
Fare Collection	\$0.30	Construction	\$120.00
Communications	\$3.30	ROW	\$6.84
Traction Power	\$8.02	Contingency	\$39.00
Systems CM	\$3.60	Subtotal	\$204.24
Total built into estimate >	\$15.23	Vehicles and Bases @ \$10/mile >	\$65.85
<b>Detailed Total &gt;</b>			<b>\$270.09</b>
			<b>\$41.01 / Mile</b>

**Notes:**  
 Includes 1000' of Tail Track.  
 Includes new bridge over Duwamish R. then up SR-99 in center on reserved median. At 170th transition to structure through SeaTac Terminal then back to median of SR 99 to approximately 200th St.  
*Includes what went into Sound Move document to voters. Costs reflect 1995 dollars.*

Detail — Costs are less Vehicles and Bases) — Please note: Facility costs are rolled up from component detail prepared by PB/K estimates				
Code	Description	Type of Facility	Quantity	Costs
13L32P	158th St Station Parking	Parking At Grade	300 Veh	5,817,790
13L28	Boeing Sta. to other side of SR99	Rail, Guideway	6,770 RF	34,135,378
13L30	South of SR599 to End of 158th St Station	Rail, Guideway	12,300 RF	63,076,408
13L47	End of 158th St Sta to 170th St	Rail, Guideway	4,000 RF	14,338,624
13L49	170th St to Sea-Tac Terminal Sta	Rail, Guideway	2,650 RF	29,232,684
13L53	SeaTac Terminal Sta to Pac Hwy	Rail, Guideway	1,450 RF	16,653,176
136G25	SR99 to 200th St. Station w/Tail Track	Rail, Guideway	7,200 RF	23,177,745
13L42	Seatac Town Center Station	Station At Grade Staggared	0 RF	1,796,412
13L45	144th St Station	Station At Grade Staggared	0 RF	2,209,032
13L32	158th St Station	Station At Grade Staggared	0 RF	2,209,032
13L38	Sea-Tac Terminal Sta	Station Aerial Center Platfor	400 RF	12,047,955
				<b>\$204.24 Mil</b>

## **POLICIES TO IMPLEMENT GUIDING PRINCIPLES FOR EMPLOYMENT AND CONTRACTING FOR CONSULTANT AND PROFESSIONAL SERVICES CONTRACTS (INCLUDING ARCHITECTURAL & ENGINEERING) AND ON GOODS AND SERVICES (PURCHASING) CONTRACTS**

### **Introduction**

The attached policies are in furtherance of the Guiding Principles for Employment and Contracting (Guiding Principles) adopted by the Central Puget Sound Regional Transit Authority (RTA) Board in Motion No. 17 on November 1, 1996. Objectives of the Guiding Principles include maximizing local contracting and employment; and a commitment to Minority, Women and Disadvantaged Business Enterprise (M/W/DBE) policies and procedures that reflect the region's diversity.

With voter approval of Sound Move in November 1996, the RTA has started the task of implementing the services and facilities that make up the Ten-Year Regional Transit System Plan. To begin the procurement of architectural and engineering (A & E) consultant services as quickly as possible, on March 27, 1997, the RTA Board adopted Motion No. 26. Included in Motion No. 26 were the first detailed policies and strategies to implement the Guiding Principles for A & E contracts. In adopting Motion No. 29, the policies contained in Motion No. 26 are extended and revised to include all other consultant and professional services contracts, and goods & services (purchasing) contracts.

The policies include suggestions and ideas gathered in various meetings with persons and firms interested in employment and contracting with the RTA. The RTA intends to adopt policies and strategies for construction contracting and RTA employment by the end of the year. Those policies will also be developed in conjunction with outreach meetings as appropriate.

The policies and strategies represent the RTA's best analysis to date. They are subject to change, improvement and refinement over time.

Application and enforcement of all policies and strategies in furtherance of the RTA's Guiding Principles for Employment and Contracting are the shared responsibility of all staff of the RTA, whether employed directly or under contract. Consistent and committed implementation of these policies is expected from all RTA employees.

### **Guiding Principles for Employment and Contracting**

The Guiding Principles emphasize four key objectives under consultant and professional services contracting and goods and services (purchasing) contracting as areas that the RTA will promote and encourage through its policies:

- Workforce diversity reflective of the region,
- Maximum use of local businesses,
- Maximum use of small businesses, and
- Maximum use of minority, women and disadvantaged businesses (M/W/DBEs).

**Guiding Principle I:** The RTA will promote and encourage a contract workforce that reflects the region's diversity for consultant and professional services contracts, and goods and services (purchasing) contracts.

**Policy 1:** To the extent feasible and meaningful, the employment and involvement of people of color and women will be a factor in the RTA's selection process and award of consultant and professional services contracts, and in the bidding process and award of goods and services (purchasing) contracts. Periodic analysis of equal employment opportunity (EEO) goals will be conducted to assess additional approaches that proposers and bidders will be encouraged to use to meet EEO objectives. Such analyses will be conducted in accordance with applicable federal and state statutes, regulations and case law. The RTA will work with consultants, vendors and suppliers to increase the participation of minorities and women through supervisory, internship and trainee opportunities where appropriate.

**Policy 2:** The RTA will evaluate EEO aspects of proposals by considering qualitative and quantitative factors. Such evaluation shall be a part of the total analysis used by evaluators, and shall be treated with sufficient emphasis to promote the participation of people of color and women.

Qualitative and Quantitative Evaluations will be conducted by the RTA to select the proposals that demonstrate substantive approaches for meeting the EEO objectives of the RTA, and will be applied in the following circumstances:

- Assessed at time of bid or proposal submittal, contract award or both.
- Assessed either as matters of bidder or proposer:
  - Responsiveness to RFQ or RFP,
  - Qualifications,
  - Compliance for contract award,
  - Benchmark for contract performance, or
  - Combination of the above

**Policy 3:** The RTA shall develop strategies and procedures to ensure actual performance in meeting if not exceeding EEO projections established at the beginning of the contract.

The EEO approach proposed in response to bid or proposal requirements shall be the benchmark in measuring contract performance, unless the RTA and the proposer negotiate revisions to the proposed approach.

The RTA may include performance incentives to encourage proposers to exceed objectives.

EEO participation elements shall be included in periodic progress reports submitted to the RTA.

- **Establishing local business objectives that further define "local" in a manner relevant to the RTA, and that are reasonable and in the best interests of the RTA.**

**Policy 2:** In defining "local" for the establishment of local business objectives, the following might be considered as factors:

- **Length of time firm has physically operated its business, a principal office, or branch office within the Puget Sound region;**
- **Location of firm's initial and current operations within the RTA district if less than a determined number of years in business;**
- **Location of firm's banking and business support services within the Puget Sound region, and length of time such services have been provided;**
- **Location and length of the residency of the firm's key personnel within the Puget Sound region**
- **Location of clients within the Puget Sound region the firm has served over a reasonable period of time since the firm has been in business; and**
- **Other factors that reasonably establish the local character of the business.**

**Policy 3:** The RTA shall conduct a legal and procurement policy review to determine the extent to which strategies may be developed and implemented to maximize the use of local businesses on contracts with the RTA.

**Policy 4:** The RTA shall develop policies and strategies that promote and encourage the involvement of businesses located in and historically serving people in the RTA region in a manner that enhances the RTA's policies and strategies to maximize the involvement of small businesses and M/W/DBEs.

**Policy 5:** The RTA will work with community groups; state and local public entities; educational, vocational and other training entities; contractor, professional, trade and labor associations and organizations; and other interested parties throughout the region to develop and implement programs and approaches that further the Guiding Principles to promote and encourage the maximum use of local businesses, small businesses and M/W/DBEs.

**Guiding Principle III:** The RTA will promote and encourage the maximum use of small businesses for RTA consultant and professional services contracts, and goods and services (purchasing) contracts.

**Policy 1:** The RTA shall develop consultant and professional services contract opportunities, and goods and services (purchasing) contract opportunities

**Guiding Principle IV:** The RTA will promote and encourage the maximum use of minority, women and disadvantaged businesses (M/W/DBEs) for RTA consultant and professional services contracts, and goods and services (purchasing) contracts.

**Policy 1:** The RTA shall set overall M/W/DBE numerical goals to measure the annual level of participation of M/W/DBE firms on RTA-awarded consultant and professional services contracts, and goods and services (purchasing) contracts. These numerical goals, reflecting the diversity of the regional contracting community, shall be set in accordance with applicable federal and state statutes, regulations and case law. The RTA may additionally set departmental and project goals to meet the objective of Guiding Principle IV of maximizing M/W/DBE participation

Federal DBE goal will continue to be established for contracts involving U. S. Department of Transportation funds. This goal shall be set in accordance with federal regulations.<sup>1</sup>

RTA MBE and WBE goals will be established, initially using data from the most recent disparity study information available. Goals will be updated based on the disparity study currently being jointly conducted for the RTA and other entities. The RTA's performance will be monitored annually against such goals. The RTA's goals will be reviewed on a biennial basis, consistent with disparity study results and case law.<sup>2</sup>

Departmental and project goals may be set by the executive director to the extent that such goals further the Guiding Principles, or where such goals more appropriately reflect contracting activities.

**Policy 2:** The RTA shall use a case-by-case analysis to develop approaches and numerical goals for M/W/DBE participation on consultant and professional services contracts, and goods and services (purchasing) contracts. Such analysis will be made in accordance with applicable federal and state statutes, regulations and case law. The case-by-case approach will be used to appropriately maximize M/W/DBE participation for the particular contract considering the following factors:

- Availability of M/W/DBE firms to perform various aspects of the scope of work,
- Availability of M/W/DBE firms to perform as prime contractors,
- Whether the contract may be broken into smaller sizes,
- Whether the contract may reasonably involve subcontracting,
- Developmental opportunities that provide added skills for the M/W/DBE firms,

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<sup>1</sup> RTA has a DBE Program with the U. S. DOT Federal Transit Administration. The present DBE Goal is 18%.

<sup>2</sup> A previous disparity study sponsored by local government entities in King and Pierce Counties was conducted in 1990. The RTA is a sponsoring jurisdiction of a current study, to be completed by the end of 1997.

**Policy 3:** Approaches and numerical goals to maximize M/W/DBE participation shall be consistent with practices and procedures to ensure that such business participation is legitimately performed by firms owned and controlled by minorities and women, not by firms that act as 'fronts', 'shams' or 'pass-throughs'. Such participation shall consist of the performance of distinct and meaningful work.

**Policy 4:** The RTA will develop strategies that enable potential M/W/DBE subcontractor firms the opportunity to market to a wide array of prime contractors. Such strategies may include, but are not limited to, the following:

- Prohibiting exclusive team requirements that are controlled by prime contractors as a condition for M/W/DBE firms to be considered for team placement.
- Provisions in which not all members of the team are required to be identified at the time of the initial proposal, but selected by prime proposers at a later date after discussion with and examination by the RTA.
- Developing "second tier" contract approaches in which the prime contractor develops strategies and conducts procurement of small business contracting on behalf of the RTA as a part of the prime contractor's scope of work.

**Policy 5:** In conjunction with developing contract opportunities for small businesses, the RTA shall regularly host and participate in contract opportunity meetings to provide information on goods and services that will be sought by the RTA, provide information on how to do business with the RTA, and provide opportunities for small business and M/W/DBE owners to meet with RTA staff seeking such goods and services. Such meetings may also be used to elicit ideas from small business and M/W/DBE owners about better ways to do business with small business, and methods in which policies to maximize M/W/DBE participation may be accomplished. The meetings may also be used for firms to network with larger contractors and other small firms. The RTA may coordinate such meetings with other public agencies, large private businesses and organizations with a shared interest in doing business with M/W/DBEs and small business.

**Policy 6:** The RTA will evaluate M/W/DBE aspects of proposals by considering qualitative and quantitative factors. Such evaluation shall be a part of the total analysis used by evaluators, and shall be treated with sufficient emphasis to promote and encourage significant and meaningful M/W/DBE participation.

Qualitative and Quantitative Evaluations will be conducted by the RTA to select the proposals that demonstrate substantive approaches for meeting the M/W/DBE objectives of the RTA, and will be applied in the following circumstances:

## **Implementing Sound Move: Guiding Principles for Employment and Contracting**

### ***RTA objectives for employment and contracting***

- Meaningful community involvement and public participation.
- Projects completed on time and within budget.
- Streamlined staff made up of people who reflect the region's diversity.
- Consultants and contractors who are accountable to the RTA.
- Maximum local contracting and employment participation.
- Maximum M/W/DBE & EEO commitment that reflects the region's diversity.

### ***Introduction to guiding principles***

The following guiding principles are designed to help fulfill the RTA's employment and contracting objectives. The RTA recognizes that there are many ways to meet the intent of the guiding principles, each with advantages and disadvantages. Before adopting a set of strategies to put the guiding principles in place, the RTA intends to review those strategies with the public and listen carefully to community concerns.

### ***Guiding principles: RTA employment***

- The RTA will develop an organizational structure which ensures efficient, quality performance; enhances a focus on communities, customers, and constituents; and provides for meaningful community involvement and public participation.
- The RTA will maintain accountability and control over its consultants and contractors, while maintaining a streamlined staff.
- The RTA will create a workplace which reflects the region's diversity.
- The RTA's staff will include interns and trainees who reflect the region's diversity.
- Everyone at the RTA will share responsibility for implementing, monitoring and enforcing the authority's guiding principles for employment and contracting, and the subsequent policies and procedures.

### ***Guiding principles: consultant and professional services contracts***

The RTA will promote and encourage the following principles in its consultant and professional services contracts:

- a consultant and professional services contract workforce that reflects the region's diversity
- use of interns and trainees who reflect the region's diversity on RTA consultant and professional services contracts
- maximum use of local businesses on for RTA consultant and professional services contracts