

SOUND TRANSIT

MOTION NO. M98-37

Contract Amendment with Adolfson Associates, Inc. for the Tacoma-to-Seattle Commuter Rail Project Environmental Review Services BACKGROUND AND COMMENTS

Meeting:	Date:	Type of Action:	Staff Contact:	Phone:
Finance Committee	5/7/98	Discussion/Possible Action	Paul Price Val Batey	689-4730 684-1591

ACTION:

A motion of the Finance Committee to amend Contract No. RTA/CR 16-97 (Tacoma-to Seattle Commuter Rail Project Environmental Review Services) with Adolfson Associates, Inc. (AAI) by increasing the amount from \$251,209.93 to \$346,052.65 (an increase of \$94,842.72 including contingency) to cover the changes in the scope of work requested by Sound Transit. These changes in the scope of work are due to the need for follow-on work by AAI for permit application support required to implement the Tacoma-to-Seattle Commuter Rail Project.

BACKGROUND:

On August 5, 1997, Sound Transit's (ST) Executive Director executed a contract between Adolfson Associates, Inc. and ST for Environmental Review Services for the planning, permitting, construction, and operation of the Tacoma-to-Seattle Commuter Rail project. The project budget was negotiated at \$199,100.17 based on the best available information at the time as provided by the affected local jurisdictions, the state and federal agencies and ST. The contract was subsequently amended and the project budget increased to \$251,209.93 to address additional environmental issues identified by other agencies and individuals during public review of the draft Environmental Assessment. Adolfson Associates, Inc. has already shifted and reduced initially authorized tasks in order to accommodate additional tasks within the budget required to complete a defensible environmental document. However as we move quickly into the permit acquisition phase of the project, the tasks to be completed now require that the contract be amended in order to keep the project on schedule. Permits required for site development at commuter rail station locations (demolition, clearing and grading, etc.) and construction permits for station facilities will be the responsibility of the station design teams or others. The responsibility for obtaining permits related to track and signal improvements was originally planned to be that of the Burlington Northern Santa Fe and its consultants. However significant cost savings have been identified in using Adolfson Associates, Inc. to follow-on the technical environmental work already performed with the permit application support work which is the next logical step towards project implementation. Preliminary cost estimates by BNSF's consultants for a comparable scope of work came in close to \$200,000. Amending the Adolfson Associates, Inc. contract to include this work is a logical extension of the work already completed on time and within budget by AAI, and will

enable the project to continue to meet the aggressive schedule we have set to begin operation of the Tacoma to Seattle Commuter Rail service in 1999.

RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:

- *Sound Move* (Adopted May 31, 1996)
- Implementation Guide Adopted, June 12, 1997 (Motion No. 32)
- Commuter Action Plan, presented at Board Meeting July 24, 1997
- Motion No. 98-7 Amending Contract No. RTA/CR 16-97 (Tacoma-to Seattle Commuter Rail Project Environmental Review Services)

KEY FEATURES:

Tasks to be addressed under the requested contract amendment include:

- Permit application support for the Section 10/Individual Section 404 permits required from the U.S. Army Corps of Engineers (COE), the Hydraulic Project Approval required from the Washington State Department of Fish and Wildlife, and the Joint Aquatic Resources Permits Application.
- Fisheries Study and Conceptual Wetland Mitigation Plan required as part of the permit application package.
- An alternatives analysis report for the Individual Section 404 application to the COE.
- Support for coordination with affected Tribes during the permit application and review process.
- Permit application support for various permits required from local jurisdictions for proposed track and signal improvements such as street vacations, short plats, building permits, clearing and grading permits, shoreline management permits and street use permits.

FUNDING:

Approval of this amendment will increase ST's total funding commitment by \$94,842.72 for this project to \$346,052.65. The currently adopted Sound Transit budget for 1998 includes \$92,599,000 (YOES) for the development of stations and other capital facilities along the Tacoma-to-Seattle commuter rail corridor. This contract amendment is consistent with the adopted budget and will be funded from that \$92,599,000.

ALTERNATIVES:

The Finance Committee could choose to: 1) reject the request for contract amendment approval; 2) reach an agreement with the BNSF's consultants to complete the work; or 3) solicit additional qualifications and proposals to complete the work needed to provide permit application support. This course of action is not recommended as the schedule of implementation for the Tacoma-to-Seattle Commuter Rail Project depends the timely approval of a variety federal, state and local permits with complex application requirements. The Commuter Rail Department does not currently have on staff the requisite expertise (such as biology, fisheries and wetlands analysis, and coordination with affected Tribes) to perform and complete the technical analysis and coordination required to submit permit applications to the various agencies for timely approval, therefore

amending the contract with Adolfson Assoc., Inc. is a necessary step to move the project forward to implementation.

CONSEQUENCES OF DELAY:

Permit application and approval based on the FTA-approved environmental review process must occur in concert with final design and engineering process, to allow timely construction and implementation and operation of passenger service. Delays at this stage have a proportional delaying effect on the opening of service in the Tacoma-to-Seattle corridor.

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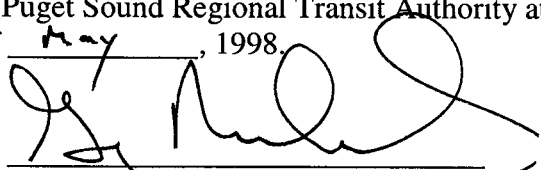
A motion of the Finance Committee of the Central Puget Sound Regional Transit Authority to amend Contract No. RTA/CR 16-97 by increasing the budget for environmental services for the Tacoma-to-Seattle Commuter Rail Project by \$94,842.72 (including a 10% contingency) to \$346,052.65.

Motion:

It is hereby moved by the Finance Committee of the Central Puget Sound Regional Transit Authority that:


Contract No. RTA/CR 97-16 between the Central Puget Sound Regional Transit Authority and Adolfson Associates, Inc., be amended to increase project budget by \$94,842.72 to \$346,052.65.

Approved by the Finance Committee of the Central Puget Sound Regional Transit Authority at a regular meeting thereof on the 7 day of May, 1998.



Greg Nickels
Finance Committee Chair

ATTEST:



Marcia Walker
Board Administrator

MEMORANDUM OF AGREEMENT

for Intergovernmental Cooperation

between

The Central Puget Sound Regional Transit Authority

and

The City of Edmonds

Signed:

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

CITY OF EDMONDS

By: _____
Signature

By: _____
Signature

Print or type name

Print or type name

Date: _____

Date: _____

**MEMORANDUM OF AGREEMENT
FOR INTERGOVERNMENTAL COOPERATION FOR THE
EDMONDS-TO-SEATTLE COMMUTER RAIL LINE**

This MEMORANDUM OF AGREEMENT (the "Agreement"), dated _____, 1998, is made by and between the Central Puget Sound Regional Transit Authority, and the City of Edmonds (collectively, the "Parties").

RECITALS

- A. The Central Puget Sound Regional Transit Authority ("Sound Transit") is a duly organized regional transit authority existing under Chapters 81.104 and 81.112 RCW and has all powers necessary to implement a high capacity transportation ("HCT") system. On November 5, 1996, Central Puget Sound area voters approved local funding for *Sound Move*, Sound Transit's ten-year regional transit plan. The plan includes three new types of regional transportation -- light rail, Everett-to-Lakewood commuter rail, and regional express bus/HOV system -- that will be integrated with local transit systems and use a single, regional fare structure.
- B. This Agreement relates to commuter rail station area development within the City of Edmonds (the "Project"). The Project includes commuter rail stations together with any ancillary facilities, such as commuter parking, passenger drop-off zones, and bus, auto, bicycle, and pedestrian access facilities.
- C. The City of Edmonds (the "City") is responsible for administering state and local land use laws and development regulations that will apply to the development of the Project. The City is also responsible for managing streets and municipal utilities within its jurisdiction and for providing municipal services, such as public safety.
- D. Sound Transit intends to begin commuter rail service between Everett and Seattle including service to Edmonds and other corridor cities in the year 2001. Sound Transit desires to ensure that the siting and design of the Project is coordinated with local plans for land use and circulation in the vicinity.
- E. The City desires to ensure that the siting and design of the Project are compatible with existing and proposed land uses and circulation systems in the

- Give local jurisdictions an active role in project development decisions, to provide for appropriate Sound Transit Board decisions, consistent with and subject to the requirements of the HCT legislation, commitments in *Sound Move*, and Sound Transit policies.
- Obtain extensive pre-application review of Project elements for land use and building code issues, as well as for any potential street, right of way, or easement vacations.
- To the extent allowable by law, obtain expedited processing of necessary permits and approvals, and, if necessary, street or other vacations and any utility relocations.
- Understand City codes and procedures that relate to the Project's construction, and minimize conflicts regarding permits and approvals.
- Work with community stakeholders during the project environmental review and planning process to receive their input.
- Provide a meaningful and inclusive public process that involves all interests in the development, construction and implementation of projects and services in *Sound Move*.
- Comply with all federal funding requirements.
- Achieve success with the commuter rail project measured in terms of safety, high ridership, on-time service delivery and complementary design.

H. The City's objectives also include the following:

- Fulfill its mission to enforce state and local land use laws, environmental processes, building code, and other regulations.
- Work with Sound Transit to ensure that its objectives and schedule can be met.
- Prepare for and respond to Sound Transit's priorities and permit needs to help expedite permit review.
- Ensure Sound Transit responsiveness to land use and construction-related code and procedural requirements.
- Ensure that the relevant environmental documents are sufficient to meet the City's needs for any necessary permits and approvals, consistent with legal requirements.
- Provide constructive input into design considerations through the Project environmental review, and related City lead planning processes.
- Address citizen concerns during project development and permitting.

I. Sound Transit and the City hereby mutually agree that these objectives can most effectively be accomplished through a team approach and a shared work program. The Parties intend to cooperate in a coordinated and expedited effort, which is expressed through this Agreement and through such additional

Coordination of department staff and consultants includes the resolution of disputes that may arise between departments and/or consultants reporting to a single jurisdiction, and the development of review schedules that allow for simultaneous review by multiple departments. Project coordination may require the development of further agreements between Sound Transit and the City.

C. Clear Departmental Lines of Authority

Each Party will establish clear lines of authority by identifying a single staff member within each department responsible for various Project applications and approvals (the "Departmental Representative"). The Departmental Representatives are identified in Attachment B. These Departmental Representatives shall report and be responsible directly to their respective Designated Representative. These Departmental Representatives are responsible for coordinating their department's involvement with the Project and working the Project objectives, including the schedule.

D. Project Development Team

Sound Transit will encourage the participation of City land use, engineering and transportation staff in the design development processes with the station design teams. By working with Sound Transit and its consultants on a Project development team, the City can help facilitate expedited review of the Project.

III. EXPEDITED ENVIRONMENTAL REVIEW

- A. Sound Transit is the State Environmental Policy Act ("SEPA") lead agency for state environmental review of the Project. The Federal Transit Administration ("FTA") is the National Environmental Policy Act ("NEPA") lead agency for federal environmental review. Sound Transit prepared a plan-level environmental impact statement supporting the adoption of *Sound Move*. Sound Transit will oversee the preparation of the environmental documents, with the FTA serving as a cooperating agency. The environmental review will evaluate the environmental impacts of the Project, and includes potential mitigation measures to address identified impacts.
- B. Sound Transit will provide opportunities for community and other public input to the station design process through the Technical Advisory Committee ("TAC") described in Attachment C.
- C. The Parties intend to work together through the TAC to develop and evaluate a final station design. Development of a design achievable within the available station budget will be a primary objective.

in establishing the most expeditious strategy for completing land use and building permit review.

D. Construction and Land Use Fees

Specific terms of fees and services will be as provided in the City's Permit Fee Ordinance (ECC § 15.00.020), in other City ordinances that impose review fees, and as may be provided in any future agreements between Sound Transit and the City. Both parties understand that all such fees and costs will be drawn from the adopted station implementation budget.

E. Design Review

Sound Transit is committed to developing a quality design for the Project. City and public input regarding design will be received prior to permit application through the TAC. Formal design review and approval will occur through the City's design review process. Sound Transit recognizes the City's interest in the quality of station area design and development because of the long-term impact the Project will have on the character of the City. Sound Transit will therefore work with the City, the public, and other interest groups to achieve a design consistent with the City's Comprehensive Plan and Urban Design Guidelines.

V. EXPEDITED PROCESSING OF REQUESTS FOR STREET, RIGHT OF WAY, OR EASEMENT VACATIONS

The Parties anticipate that vacation of City streets, rights-of-way or easements may be necessary to provide an appropriate site for Project facilities. Expedited submittal and review of vacation petitions will therefore be critical to keeping the project on schedule. If necessary, Sound Transit will submit, and the City will review, pre-petition street vacation filings to expedite the review process. The City's appropriate Departmental Representative, in cooperation with Sound Transit, will coordinate and facilitate expedited petition and pre-petition circulation through City departments and others on the City's distribution list for street vacations. If necessary, Sound Transit and the City may develop a more specific street vacation agreement following this Agreement. In any event, expedited processing of such requests or petitions shall not be inconsistent with applicable legal requirements.

VI. SCHEDULE OBJECTIVES & TARGET DATES

The Parties acknowledge the importance of completing the project so that the commuter rail service can begin service by year 2001. Accordingly, the Parties will work in good faith toward the schedule objectives and target dates identified

otherwise need to provide through staff or consultants, and that are consistent with the budget and schedule for the Project. Such costs of services include reasonable labor and non-labor expenses.

- D. Regarding the use of Sound Transit funds, the Parties agree to comply with all funding requirements of applicable federal agencies as well as Sound Transit policies as appropriate.

VIII. LAND USE PLANNING REQUIREMENTS/PUBLIC-PRIVATE PARTNERSHIPS

- A. HCT legislation requires the linkage of land use planning and development of HCT systems. Agreements 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. Agreements 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, Ch. 36.70A RCW.
- B. In addition, it is Sound Transit'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.
- C. Sound Transit and the City both recognize that the construction and operation of Sound Transit's commuter rail facilities can affect land use, especially in areas surrounding commuter rail stations. The Parties also recognize that land use planning and control is the responsibility of the City.

IX. RIGHT OF WAY AND OTHER PROPERTY ACQUISITION AND PRESERVATION

- A. The Parties desire to establish a coordinated process for identifying, acquiring, and preserving rights of way and participating in the right of way preservation review process. To the extent that acquisition of rights of way or other property is necessary for the Project, Sound Transit will play the lead role and will manage all Project-related contact with property owners or their agents. The Parties agree to enter subsequent agreements or make such arrangements as

XII. MISCELLANEOUS

- A. This Agreement is effective when signed by both Parties, after authorization by each Party's respective governing body and shall have a term of 10 years from the date of execution unless terminated earlier as provided herein. Either Party may terminate this Agreement by written notice to the other 30 days in advance of the termination date. The Parties may amend this Agreement or enter subsequent agreements, as desired, with the appropriate authorization of each Party.
- B. This Agreement, including its Recitals and Attachments, embodies the Parties' entire agreement on the issues covered by it, except as supplemented by subsequent written agreements that the Parties make. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.
- C. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Washington.
- D. Nothing in this Agreement obligates the City, as the permitting agency, to approve the Project, regardless of the City's participation on the Project Team or the agreement of Project Team members on the Project design. The Parties recognize the City's permit review process involves independent boards, commissions, and elected officials who cannot be bound by City staff to approve any particular project. Moreover, the City's agreement to expedite review of the Project in order to ensure that it is completed on schedule, within budget, and consistent with the Parties' goals, shall apply only to the extent that the same can be done consistent with law and the City's applicable regulations. Conditioning the Project to meet the City's regulations shall not be deemed a violation of the City's obligations to cooperate on schedule, budget and goals. Nothing in this Agreement shall affect the City's ability to review the Project under all applicable City regulations during the permit review process.

ATTACHMENT B

Departmental Representatives

SOUND TRANSIT

David Phillip Beal, Program Manager - Project
Development
Commuter Rail Department

206-684-1883

CITY OF EDMONDS

City Departments

Robin Hickok Police Chief 425-771-0200	Ron Haworth Fire Chief 425-771-0215
Jim Walker City Engineer 425-771-0220	Rob Chave Planning Manager 425-771-0220
Jeff Wilson Planning Supervisor 425-771-0220	Arvilla Ohlde Parks and Recreation Director 425-771-0230
Noel Miller Public Works Director 425-771-0235	

Work to be Performed:

Under the leadership of Sound Transit and the City, the members of the TAC will work on design issues relating to the commuter rail station. The membership of the TAC will provide updates and recommendations to the Mayor and City Council. As to station design, the commuter rail design team selected will work with Sound Transit, the TAC, and city staff to arrive at a design that will be identifiable as an Sound Transit facility, yet fit into the surrounding urban fabric and the City's own vision of itself. It is understood, however, that Sound Transit can not delegate to any other group its own final decision-making authority over projects funded through Sound Transit's budget.

Sound Transit has a set of required elements for each commuter rail station. The adopted Sound Transit budget for each station allows for the minimum required transportation related improvements. However, the City may seek other additional funding for additional improvements. Therefore the design program may entail more than just the standard platform, shelter, fare equipment, pedestrian, bicycle, park-and-ride and bus connection elements.

Schedule:

The schedule for the work of the TAC will be coordinated with the overall Project schedule set out in the Memorandum of Agreement between Sound Transit and the City. Sound Transit anticipates that the TAC will work intensely on station design and station area issues.

Staffing:

Meetings will occur at a convenient, accessible location in the City. Meetings will be held on a schedule or at milestones or decision points to be established in agreement with the City. The focus of meetings will be to allow the TAC to make comments and/or recommendations at appropriate project milestones, such as initiation of design, 30% design review and final design review. Meetings will be supported by materials and presentations provided by the station design consultant teams.