

## STAFF REPORT

### SOUND TRANSIT MOTION NO. 2000-34

#### Agreements with BNSF for Engineering of Everett-to-Seattle Railroad Improvements

Meeting:	Date:	Type of Action:	Staff Contact:	Phone:
Finance Committee	4/20/00	Discussion/Possible Action to Recommend Board Approval	Paul Price, Commuter Rail Director	206.398.5111
Board Meeting	4/27/00	Approval Discussion/Possible Action		

#### PROPOSED ACTION

Approval of Motion No. M2000-34 authorizes the Executive Director to execute a contract with the Burlington Northern and Santa Fe Railway (BNSF), for the Preliminary Engineering of Everett-to-Seattle railroad improvements for an amount of \$1,900,000 with a contingency of 7% (\$133,000) for a total authorized amount not to exceed \$2,033,000. It would also authorize the Executive Director to execute an option in this contract with BNSF for Final Design of these improvements for an amount of \$3,300,000 with a contingency of 7% (\$231,000), for a total authorized amount not to exceed \$3,531,000. The total amount of the contract and option would not exceed \$5,564,000. The Final Design option would not be authorized until the Preliminary Engineering contract has been satisfactorily completed by BNSF within the contract budget.

#### KEY FEATURES

##### **Highlights of Proposed Action:**

- ◆ Begins engineering work on the Everett-Seattle commuter rail track and signal improvements, thereby also opening the negotiations for commuter rail service on this corridor.
- ◆ Confines those improvements to the list that has received environmental approval and has been adopted by the Board as the Preferred Alternative.
- ◆ Authorizes the Executive Director to execute a contract with BNSF to complete the track and signal Preliminary Engineering through a contract which will total not more than \$1,900,000, plus a contingency of 7% (\$133,000), and to exercise an option in that contract for Final Design for \$3,300,000 plus a contingency of 7% (231,000), for a total authorized amount not to exceed \$5,564,000 over the contract and option.
- ◆ Execution of the Final Design option for \$3,300,000 will be contingent on satisfactory completion of the Preliminary Engineering contract within the contract budget.

## **Discussion of Proposed Action:**

As described in Sound Move, Sound Transit expects to operate the Seattle-to-Everett commuter rail segment on the BNSF railroad right-of-way. To accommodate the planned *Sounder* operations, certain track and signal improvements are needed in order to provide adequate capacity in the corridor. The proposed contracts for Preliminary Engineering and Final Design will provide designs and cost estimates for these improvements.

Between Seattle and Everett, BNSF will continue to own all of the right-of-way on which *Sounder* trains will run, and BNSF will continue to control the traffic on this right-of-way. As a result, BNSF has a vital interest in the planning and engineering work being undertaken to determine the needed capital improvements and their costs. If the work were conducted independently of BNSF, and if BNSF were not confident of the scope or quality of such work, significant project delays would result, as BNSF would have to supplement or duplicate the engineering work being conducted. A Sound Transit contract directly with BNSF to perform the work is the only practical way to complete the design. This is the same arrangement used for three contracts for engineering work on the Tacoma-to-Seattle segment.

The Federal Transit Administration (FTA) approved Sound Transit's request to proceed with preliminary engineering on the Seattle-to-Everett commuter rail line on March 31, 1998. The Draft Environmental Impact Statement (DEIS) was completed in June 1999, and the Final Environmental Impact Statement was issued on December 17, 1999. A Record of Decision from FTA was received on February 4, 2000.

The Sound Transit Board identified the Preferred Alternative for the Everett-to-Seattle commuter rail line on November 18, 1999. This Preferred Alternative includes definition of all station sites and corridor improvements to be carried forward. The corridor improvements consist of a list of track and signal improvements recommended for Preliminary Engineering. The engineering contracts will require that the engineering work be performed in conformance with the Environmental Impact Statement, the Record of Decision (ROD), and other environmental laws.

The BNSF has selected through a competitive procurement the Frederic R. Harris, Inc. (FRH) engineering consulting firm to perform the work required under the proposed engineering contracts. The railroad has agreed to follow all terms, conditions, and contractual provisions required by the United States Department of Transportation and FTA.

## **BUDGET**

Budget for this agreement is included in the Preliminary Engineering, Environmental, and Final Design phase budgets of the Everett to Seattle Track and Facilities project (#100) as well as the Environmental phase of the corresponding stations (Everett Multi-modal - #201, Bond St. - #203, Mukilteo - #205, and Edmonds - #207). The Sound Transit 2000 Authorized Budget, approved by Resolution 99-33 on 11/18/99 reflects these numbers on pages 79 and 83 through 86. Committing these funds does not endanger any other project elements that are to be funded out of the respective phases of the budget. The table on the next page presents the available budget as it relates to expenditures and the impact of this action:

**Everett to Seattle Segment Preliminary Engineering/Environmental/Final Design**

<b>Description</b>	<b>Budget for this Project/Phase (A)</b>	<b>Expenditures to Date<sup>1</sup> (B)</b>	<b>Total Amount Requested (C)</b>	<b>Surplus (A-[B+C]) (D)</b>
<b>Total Related Design Phases</b>	<b>8,985,000</b>	<b>3,768,362</b>	<b>5,200,000</b>	<b>\$16,638</b>
Contingency Phase <sup>2</sup>	364,000	0	364,000	0
<b>Grand Total</b>	<b>9,349,000</b>	<b>3,768,362</b>	<b>5,564,000</b>	<b>\$16,638</b>

<sup>1</sup> Expenditures through 12/31/99; includes actual and planned commitments.

<sup>2</sup> To be transferred from Contingency phase if required (7% of total).

**ALTERNATIVES**

Since Sound Transit acknowledges that some railroad capacity improvements are necessary along the BNSF right-of-way in order to accommodate commuter rail service while preserving freight mobility, there are no viable alternatives to proceeding with the planning and engineering of such improvements. Given the BNSF's continued ownership and operation of the right-of-way, BNSF is the only practicable party for the Sound Transit to contract with for the performance of this work.

**CONSEQUENCES OF DELAY**

- ◆ Delaying the Preliminary Engineering would delay completion of negotiations with the BNSF for Sound Transit track usage, thereby delaying the implementation of commuter rail service in this corridor.
- ◆ Because of the BNSF's own stake in accomplishing this work in concert with the ongoing negotiations, and given their invested effort in the contracting process to date, failure to proceed creates a potential conflict with BNSF.

**REGIONAL PARTNERSHIP AND COOPERATION**

Finding a suitable method to construct the improvements contained in the project would not have been possible without the input and assistance of several state and federal resource agencies, Native American tribes, and the FTA. The U.S. Army Corps of Engineers, National Marine Fisheries Service, U.S. Fish and Wildlife Service, and the Environmental Protection Agency; the Tulalip, Suquamish, and Muckleshoot Tribes; and the Washington Departments of Fish and Wildlife, Ecology, Natural Resources, and Transportation all aided Sound Transit in reaching a successful design alternative (the Modified Corridor Improvement Alternative) that minimized impacts to critical wildlife habitat.

**PUBLIC INVOLVEMENT**

Throughout the environmental analysis for this project, Sound Transit has sought and incorporated public input into the process. Sound Transit held five scoping meetings, provided

an extended scoping comment period, held five public hearings in each of the affected jurisdictions (plus two additional public hearings—Ballard and Mukilteo), and has held meetings with the following public agencies, community and business organizations since the release of the draft EIS:

- People for Puget Sound
- Snohomish County Tomorrow Group
- City of Shoreline
- Brackett's Landing
- Town of Woodway – Technical Briefing (CI-20)
- Ballard District Council
- Ballard Rail Committee

In consideration of concerns expressed by the Ballard District Council and local residents and the City of Shoreline, Sound Transit has deferred the selection of a preferred station location for those stations until further site analysis is completed. This is reflected in the Board Motion No. M2000-05.

### **LEGAL REVIEW**

**MBL 4/5/00**

## SOUND TRANSIT

### MOTION NO. M2000-34

A motion of the Board of the Central Puget Sound Regional Transit Authority authorizing the Executive Director to execute a contract with the Burlington Northern Santa Fe Railway (BNSF) for Preliminary Engineering for \$1,900,000, with an option to add Final Design of Everett-to-Seattle railroad improvements for \$3,300,000, plus a 7% percent contingency account on both amounts, for a combined total not to exceed \$5,564,000.

#### Background:

As described in Sound Move, Sound Transit expects to operate the Seattle-to-Everett commuter rail segment on the BNSF railroad right-of-way. To accommodate the planned *Sounder* operations, certain track and signal improvements are needed in order to provide adequate capacity in the corridor. The proposed contracts for Preliminary Engineering and Final Design will provide designs and cost estimates for these improvements.

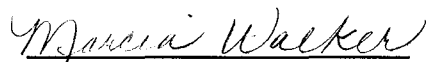
Between Seattle and Everett, BNSF will continue to own all of the right-of-way on which *Sounder* trains will run, and BNSF will continue to control the traffic on this right-of-way. As a result, BNSF has a vital interest in the planning and engineering work being undertaken to determine the needed capital improvements and their costs. If the work was conducted independently of BNSF, and if BNSF was not confident of the scope or quality of such work, significant project delays would result, as BNSF would have to supplement or duplicate the engineering work being conducted. A Sound Transit contract directly with BNSF to perform the work is the only practical way to complete the design. This is the same arrangement used for three contracts for engineering work on the Tacoma-to-Seattle segment.

#### Motion:

It is hereby moved by the Board of the Central Puget Sound Regional Transit Authority that the Executive Director be authorized to execute a contract with the Burlington Northern Santa Fe Railway for Preliminary Engineering of railroad improvements, for an amount of \$1,900,000 with a contingency of \$133,000, with an option for Final Design for an amount of \$3,300,000 with a contingency of \$231,000, for a total amount not to exceed \$5,564,000, with the Final Design option not to be executed until satisfactory completion of the Preliminary Engineering work.

Approved by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof on the 27th day of April 2000.

ATTEST:

  
Marcia Walker  
Board Administrator

  
Dave Earling  
Board Chair