

RR 46

Ordinance No. 105814

AN ORDINANCE relating to the Engineering Department; authorizing preliminary engineering, preparation of plans, specifications and cost estimates in connection with the University Bridge segment of the Lake Union Bikeway; making a reimbursable appropriation from the Arterial City Street Fund; authorizing execution of an agreement with the State of Washington, Department of Highways, for reimbursement of costs in connection with said project; and ratifying and confirming prior acts.

8/25/76 Pass (3-0)

COMPTROLLER
FILE NUMBER _____

Council Bill No. 97679

INTRODUCED: AUG 16 1976	BY: EXECUTIVE REQUEST
REFERRED: AUG 16 1976	TO: TRANSPORTATION
REFERRED:	
REFERRED:	
REPORTED: AUG 30 1976	SECOND READING: AUG 30 1976
THIRD READING: AUG 30 1976	SIGNED: AUG 30 1976
PRESENTED TO MAYOR: AUG 31 1976	APPROVED: SEP 10 1976
RETD. TO CITY CLERK: SEP 10 1976	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

Unanimous Vote

YES..... NO.....

SEE BACK COVER

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CF-285493 -CITY/STATE AGREEMENT GC 4686 FOR FEDERAL FUNDS RE UNIVERSITY BRIDGE/LK UNION BIKE-WAY PROJECT.

Ord. 108775 -Auth execution of agreements for \$ Assist re Univ Bridge segment of the Lake Union Bikeway, etc...

MAY 1974
W. M.
OPP

FUB
BLDG. (BC)
ENG.
B. O. X
A. C.
S. E.
C. O.
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ORDINANCE 105814

AN ORDINANCE relating to the Engineering Department; authorizing preliminary engineering, preparation of plans, specifications and cost estimates in connection with the University Bridge segment of the Lake Union Bikeway; making a reimbursable appropriation from the Arterial City Street Fund, authorizing execution of an agreement with the State of Washington, Department of Highways, for reimbursement of costs in connection with said project; and ratifying and confirming prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That as requested by the City Engineer and recommended by the Mayor in the materials attached hereto, the City Engineer is authorized to perform preliminary engineering, and to prepare plans, specifications and cost estimates for the University Bridge segment of the Lake Union Bikeway; and for such purposes the sum of Thirty-six Thousand Two Hundred Eighty-five Dollars (\$36,285), or so much thereof as may be necessary, is hereby appropriated from the Arterial City Street Fund, reimbursable in the approximate amount of Twenty-eight Thousand Eight Hundred Sixty-nine Dollars (\$28,869) to be received from the federal government pursuant to the Federal-Aid Highway Act of 1973, Federal Aid "M" (Bikeways) Program for such work, and the City Comptroller is authorized to draw and the City Treasurer to pay the necessary warrants.

Section 2. That as requested by the City Engineer and recommended by the Mayor in the materials attached hereto, the Mayor and City Comptroller are hereby authorized to execute for and on behalf of the City an agreement with the State of Washington, Department of Highways, substantially in the forms identified as "State of Washington, Department of Highways,

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City/County Agreement" contained in said materials providing for reimbursement to the City under the Federal-Aid Highway Act of 1973, Federal Aid "M" (Bikeways) Program, of costs not to exceed Eighty-eight Thousand Dollars (\$88,000) or so much as may be authorized by law for preliminary engineering, preparation of plans, estimates and specifications and construction in connection with the University Bridge segment of the Lake Union Bikeway referred to in Section 1 of this ordinance.

Section 3. That any act pursuant to the authority of and prior to the effective date of this ordinance is hereby ratified and confirmed.

(To be used for all Ordinances except Emergency.)

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 30 day of August, 1976
and signed by me in open session in authentication of its passage this 30 day of
August, 1976
President of the City Council.

Approved by me this 10 day of September, 1976
Mayor.

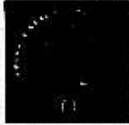
Filed by me this 10 day of September, 1976

Attest: E. L. Sian
City Comptroller and City Clerk.

(SEAL)

Published

By: A. Angewine
Deputy Clerk.



OFFICE OF THE MAYOR—CITY OF SEATTLE

Wes Uhlman, Mayor

July 29, 1976

The City Council
The City of Seattle

Honorable Members:

The attached letter from Engineering Department,
Re: University Bridge/Lake Union Bikeway
has been reviewed by the Office of Management and Budget. We
concur with the recommendation contained therein and recommend
that the same be adopted.

Sincerely,

Wes Uhlman
Mayor

by

Walter R. Hundley
Walter R. Hundley
Budget Director

WRH: KS:mr
Attachments

cc: Mayor's Office

on to cc

Your City, Seattle

Executive Department-Office of Policy Planning

R. W. Wilkinson, Jr., Director
Wes Uhlman, Mayor



July 28, 1976

The City Council
The City of Seattle

Honorable Members:

Attached is the City Engineer's request for an appropriation of \$36,285 from the Arterial City Street Fund for preparation of plans, specifications and cost estimates on the University Bridge segment of the Lake Union Bikeway. The request also asks that legislation authorize the Mayor to enter into an agreement with the State of Washington for Federal Aid "M" Program funds for this project.

We have reviewed this request and recommend its approval.

Very truly yours,

R. W. WILKINSON, JR.
Director, Office of
Policy Planning

R.

RWW/WPB:sc
cc: File
City Engineer

Your
Seattle
Engineering Department

Paul A. Wiatrak, City Engineer
Wes Uhlman, Mayor



RE: University Bridge/Lake Union Bikeway

June 3, 1976

Honorable City Council
City of Seattle
Seattle, Washington

Via Mayor Wes Uhlman

Attention R. W. Wilkinson, Jr.

Gentlemen:

We request adoption of the attached legislation authorizing the City Engineer to prepare plans, specifications and cost estimates, making a partially reimbursable appropriation of \$36,285 from the Arterial City Street Fund, and authorizing the execution of an agreement with the State of Washington for Federal financial assistance for the University Bridge/Lake Union Bikeway Project. This project is found in the 1976 Capital Improvement Program under item # 13-0274.

The purpose of this legislation is to prepare plans, specifications and cost estimates for the University Bridge segment of the Lake Union Bikeway. Four bikeway segments are included in the Lake Union Bikeway. Three of these are the Burke-Gilman Trail, Northlake Bikeway and the Lake Union Access Bikeway. Together with the University Bridge segment this will complete the route around Lake Union. The University Bridge segment consists of a bikeway across the University Bridge from the Burke-Gilman Trail and the Northeast 40th Street Bikeway to Fuhrman Avenue East, thence along Fuhrman Avenue East and Fairview Avenue East to East Roanoke Street. Improvements will include traffic control devices, curbing, widening sidewalks and pathways.

The appropriation from the Arterial City Street Fund will be reimbursed by Federal Aid "M" Program Funds for bikeways. Reimbursement will be in the approximate amount of \$27,000 or the maximum extent allowable by

Honorable City Council


-2-

June 3, 1976

law. The funds included in the legislation are not eligible for works of art under Ordinance No. 102210, as amended by Ordinance No. 105389; therefore, the 1% appropriation for art has been waived.

Very truly yours,

PAUL A. WIATRAK, P.E.
City Engineer

By 
W. E. P. SMITH
Assistant City Engineer
Administration

WFB:ne

Att: 100-014 C.I.P.,
Legislation

cc: Mayor's Office
OPP

OMB

Seattle Art Commission

W.E.P. Smith

R.R. Parker

A.E. Maronek

K.T. Jones

CITY OF SEATTLE
CAPITAL IMPROVEMENT COMMITTEE
APPROPRIATION REQUEST FOR CAPITAL IMPROVEMENT

Dept. <u>Engineering</u>		Date <u>June 3, 1976</u>
Project Title <u>University Bridge/Lake Union Bikeway</u>		
Exact Location <u>See letter.</u>		
In current CIP <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CIP Approved Program 19 <u>76</u>	CIP Permanent Proj. Number <u>13-0274</u>
If not in current CIP, please explain:		
Work to be Accomplished: Prepare plans, specifications and cost estimates, and Mayor execute City/State agreement for FAM (Bikeway) Funds.		
Total Project Cost PS&E Only \$36,285		
Funding Sources	Amount	Planning <input checked="" type="checkbox"/>
<u>Federal Aid "M" (Bikeways)</u>	<u>\$27,000</u>	Acquisition _____
<u>ACSF</u>	<u>9,285</u>	Land Cost _____
_____	_____	Demolition _____
_____	_____	Relocation _____
_____	_____	Construction _____
_____	_____	Other _____
Original CIP Estimate ACSF <u>14,000</u> <u>1976</u> Amount Year	Current Estimate	Increase Decrease
Describe any proposed change in scope:		
Explain readjustments in program priorities/source of funds due to project cost changes/status of matching funds applied for: Estimates were not finalized when CIP originally prepared.		

Over: Fill in Other Side

APPROPRIATION REQUEST

<u>Prior Appropriations</u>		None		
Amount	Ord. No.	Date	Fund	Purpose
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<u>Appropriation Request</u>				
Amount		Fund		Purpose
<u>\$36,285</u>		<u>ACSP/R</u>		<u>PS&E</u>
Additional Appropriations Required to Complete Project. Please Explain.				
A construction appropriation will be required upon completion of PS&E.				
Target Completion Date for Project:		Maintenance Impact upon completion:		Additional Personnel Required:
1977		N/A		N/A
Target Date for Construction to Begin:				
N/A				
Other Department Comments: The funds included in the legislation are not eligible for works of art per Ordinance 102210 as amended by Ordinance 105389. Therefore, the 17 appropriation for art is waived.				
Departmental Authorization:				
Assistant City Engineer				
<u>Administration</u>				
Title	W.E.P. SMITH	Signature		
	Typed Name			
CIP Review				
ACTION:				
Date: _____ Signature, Executive Sec., CIP Committee				

AGENCY City of Seattle	STATE OF WASHINGTON DEPARTMENT OF HIGHWAYS CITY/COUNTY AGREEMENT	PROJECT NUMBER
DATE July 28, 1976		AGREEMENT NUMBER

The local agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) The regulations issued pursuant thereto, (3) The Policies and Procedures promulgated by the Department of Highways and, (4) The Federal-aid Project Agreement entered into between the State and Federal Government, relative to the above project, the Department of Highways will authorize the local agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the Project may not exceed the amount shown herein, without written authority by the State, subject to the approval of the Federal Highway Administrator. The balance of the estimated total cost shall be the obligation of the local agency.

PROJECT DESCRIPTION

Name University Bridge/Lake Union Bikeway (BIKEWAY PROGRAM) Length 1.48 mile
 Termini E. Roanoke Street to N.E. 40th Street

Description of Work : Four bikeway segments are included in the present bikeway system planning for Lake Union. Together with the Burke-Gilman Trail, the Northlake Bikeway and the Lake Union Access Bikeway, four Lake Union segments now planned will complete a route around Lake Union. Only the University Bridge segment, consisting of a bikeway across the University Bridge from the Burke-Gilman Trail and the N.E. 40th St. Bikeway to Fuhrman Avenue E., thence along Fuhrman Ave. E. and Fairview Ave. E. to E. Roanoke St. will be completed at the present time.

TYPE OF WORK	FUNDING			State Work Order
	Total Project	Agency	Federal	
1. P.E. (Agency) a. Direct Salary Cost	17,834	3,645	14,189	
b. Payroll Additives <u>45.8% of 1a</u>	8,168	1,670	6,498	
c. Admin. Overhead <u>25.7% of (1a + 1b)</u>	6,683	1,366	5,317	
d. Contractual Services (Consultant)	0	0	0	
e. Non-Salary Costs	600	123	477	
P. E. (D.O.H.) a. Plan Review & Misc. Ass't.	1,000	204	796	
b. P&E Process, Bid Ad & Contract Award	1,000	204	796	
c. Audit	1,000	204	796	
d. Other	0	0	0	
Total Estimated Preliminary Engineering Cost	36,285	7,416	28,869	
2. Right-of-Way (Agency) a. Agency Work				
b. Dept. of Highway Assistance				
c. Audit				
Total Estimated Right-of-Way Cost				
3. Construction Contract	82,468	23,337	59,131	
10% Engineering (Agency Force)	5,747	5,747	0	
8,247 State Force	2,500	2,500	0	
Audit	1,000	1,000	0	
Total Estimated Construction Cost	91,715	32,584	59,131	
4. Total Estimated Cost of the Project	128,000	40,000	88,000	

CONSTRUCTION METHOD OF FINANCING

METHOD A — Partial Payment - 15% of Total Construction Project Cost (3) \$ _____
 METHOD B — Withholding - Approximately _____ Monthly Payments of \$ _____
 Agency Share of Total Construction Project Cost (3) \$ _____
 METHOD C — Agency Payment with Partial Reimbursement (3) \$ 102,555

The local agency further stipulate that pursuant to said Title 23, regulations, and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof. Adopted by official action on _____, 19____, Resolution/Ordinance No. _____

AGENCY OFFICIAL _____

Appropriation/Authority Request 6-03-76
 STATE OF WASHINGTON
 DEPARTMENT OF HIGHWAYS

CHAIRMAN, County Commissioners/Mayor _____

ATTEST: _____

Assistant Director for Planning, Research & State Aid _____

CITY COMPTROLLER
 FORM 140-03
 REVISED 7/75

Date Executed _____

I SCOPE OF WORK

The Agency will provide all the work, labor, materials and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work." The State, as agent acting for and on behalf of the Agency, shall perform these services described and indicated in "Type of Work" above, for the described project, all in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

II DELEGATION OF AUTHORITY

The State is acting to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process and approve documents required for Federal-aid reimbursement in accordance with Federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project, as requested by the Agency. If the local agency advertises and awards the project the State shall review the work to insure conformity with the approved plans and specifications.

III PROJECT ADMINISTRATION

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the "Type of Work" above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On local agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications and Federal-aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV AVAILABILITY OF RECORDS

All project records in support of all costs incurred and actual expenditures kept by the Agency, are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U. S. Department of Transportation and Washington State Department of Highways. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any Federal-aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V COMPLIANCE WITH PROVISIONS

The Agency shall not incur any Federal-aid participation costs on any classification of work on this project until authorization in writing by the State for each classification. The classification of work for projects are:

1. Preliminary Engineering up to and including design approval
2. Preparation of PS & E
3. Right-of-Way Acquisition
4. Project construction

In the event that Right-of-Way acquisition for, or actual construction of the road for which Preliminary Engineering is undertaken is not started by the closing of the fifth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of Federal funds paid to the Agency under the terms of this agreement.

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

The Agency agrees that on Federal-aid highway construction projects the current Federal-aid regulations which apply to liquidated damages relative to the basis of Federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI PAYMENT AND PARTIAL REIMBURSEMENT

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accord with the Federal Highway Act of 1968, Title 23, United States Code.

1. Preliminary Engineering, Right-of-Way Acquisition and Audit Costs

The Agency will pay for Agency incurred costs on the project. Following such payments, vouchers shall be submitted to the State in the format prescribed by the State, in triplicate, not more than one per month. The State will submit a billing to the Federal Government for the Federal share of the invoice at the current pro rata. Upon receiving payment from the Federal Government, the State will transmit a like amount to the Agency.

The State will pay for State incurred costs on the project. Following payment the State shall bill the Agency for the Agency's share

of the cost and shall submit billing to the Federal Government for the Federal share at the current pro rata, if elected for participation and indicated under "FUNDING" on the first page of this agreement.

2. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated on the first page of the agreement:

METHOD "A":

The Agency will place with the State, within twenty (20) days after the award of the construction contract, an advance in the amount of 15% of the estimated total cost of the project. The State will notify the Agency of the exact amount to be deposited with the State at the time of contract award.

The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the Federal-aid participation share of the cost and shall bill the Agency for the Agency's share of the cost. When the project is substantially completed and costs of the project including an estimate of costs not yet paid can be determined the State will present the Agency with a semi-final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency. A final billing will be submitted by the State to the Agency when final costs are known and settlement will be made at that time.

METHOD "B":

The Agency's share of the estimated total cost of the project shall be withheld from its monthly fuel tax allotments to the extent of the amount of the contract plus up to 15% for engineering. The extent of withholding will be confirmed by letter from the State at the time of contract award. This letter shall establish the months in which the withholding shall take place and the exact amount to be withheld each month. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

METHOD "C":

The Agency will initially pay for all costs incurred on the project with the Agency's own funds. Following such payments, vouchers shall be submitted to the State in the format prescribed by the State, in triplicate, not more than one per month. The State will submit a billing to the Federal Government for the Federal share of the invoice at the current pro rata. Upon receiving payment from the Federal Government, the State will transmit a like amount to the Agency.

The Agency agrees that if payment of any of the State's billings relative to the project is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from monthly fuel tax allotments which the Agency is normally entitled to receive from the Motor Vehicle Fund.

VII AUDIT OF FEDERAL AID PROJECT

The Agency, if services of a Consultant are required, shall be responsible for audit of the Consultant's records to determine eligible Federal-aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

The State shall audit the Agency's records for eligible Federal-aid costs on the project.

If upon audit it is found that an overpayment, or participation of Federal money in ineligible items of cost, has occurred, the Agency shall reimburse the State upon demand for the amount of such overpayment or excess participation.

VIII TRAFFIC CONTROL, SIGNING, MARKING, & ROADWAY MAINTENANCE

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

IX INDEMNITY

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense, all claims, demands, suits at law or equity brought against the Agency, State or Federal Government and from any liability or loss, arising from the execution or performance of the provisions of this agreement, or of any other agreement or contract connected with this agreement on the part of the Agency, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government, the State agents or employees.

No liability shall attach to the State or Federal Government except as expressly provided herein.

X. NONDISCRIMINATION PROVISION

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:"

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Agency advising the said labor union or workers' representative of the contractor's commitments under this section 11-2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules and regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of this Section 11-2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Agency, State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as they may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

ADDITIONAL PROVISIONS

100-014

I. TITLE

University Bridge/Lake Union Bikeway

II. OBJECTIVES

Authorize City Engineer to prepare plans, specifications, cost estimates, authorize the Mayor to enter into an agreement with the State of Washington for FAM funding for the University Bridge segment of the Lake Union Bikeway.

III. FISCAL

Appropriate \$36,285 from the Arterial City Street Fund to be reimbursed partially from Federal Aid Urban "M" Funds (Bikeways) in the approximate amount of \$27,000.

IV. PERSONNEL

No new personnel will be required.

V. EQUIPMENT

No new equipment will be required.

VI. EVALUATION

This project will help provide a safe, convenient bike route between Capital Hill and the University District.

VII. ALTERNATIVES

If this legislation is not adopted the City will lose the FAM funds allocated for bikeways, and the City will lose a chance to improve this well traveled bike route.

ORDINANCE

AN ORDINANCE relating to the Engineering Department; authorizing the City Engineer to prepare plans, specifications and cost estimates for the University Bridge segment of the Lake Union Bikeway (C.I.P. # 13-0274); authorizing the Mayor to execute an agreement with the State of Washington, Department of Highways for Federal financial assistance; and making a partially reimbursable appropriation of \$36,285 from the Arterial City Street Fund therefor.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That as requested by the City Engineer and recommended by the Mayor in the attachments hereto, the City Engineer is authorized to prepare plans, specifications and cost estimates for the improvement of the University Bridge segment of the Lake Union Bikeway consisting of a bikeway across the University Bridge from the Burke-Gilman Trail and the Northeast 40th Street Bikeway to Fuhrman Avenue East, thence along Fuhrman Avenue East and Fairview Avenue East to East Roanoke Street, such improvements will include traffic control devices, curbing, widening sidewalks and pathways; and for such purposes there is hereby appropriated from the Arterial City Street Fund the sum of Thirty-six Thousand Two Hundred Eighty-five Dollars (\$36,285) or so much thereof as may be necessary, which sum shall be partially reimbursed from Federal Aid "M" Bikeway Program Funds in the approximate amount of Twenty-seven Thousand Dollars (\$27,000) or so much thereof as may be allowable by law.

Section 2. That the Mayor is authorized to execute and the City Comptroller to attest for and on behalf of the City of Seattle an agreement with the State of Washington, Department of Highways, substantially in the form attached and identified as "State of Washington, Department of Highways, City/County Agreement" providing for reimbursement to the City under the Federal Aid Highway Act of 1973, Federal Aid "M" (Bikeways) Program (Title 23, U.S. Code) of costs in the approximate amount of Twenty-seven Thousand Dollars (\$27,000) for design of the University Bridge segment of the Lake Union Bikeway.

Section 3. That any act pursuant to the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

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(To be used for all Ordinances except Emergency.)

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the day of, 19 ..,
and signed by me in open session in authentication of its passage this day of, 19 ..

President of the City Council.

Approved by me this day of, 19 ..

Mayor.

Filed by me this day of, 19 ..

Attest:
City Comptroller and City Clerk.

(SEAL)

Published

By
Deputy Clerk.

The City of Seattle--Legislative Department

MR. PRESIDENT:

Your Committee on

TRANSPORTATION

Date Reported

and Adopted

AUG 5 0 1976

to which was referred C.B. 97679

Relating to the Engineering Department; authorizing preliminary engineering, preparation of plans, specifications and cost estimates in connection with the University Bridge segment of the Lake Union Bikeway; making a reimbursable appropriation from the Arterial City Street Fund; authorizing execution of an agreement with the State of Washington, Department of Highways, for reimbursement of costs in connection with said project; and ratifying and confirming prior acts.

RECOMMEND THAT THE SAME DO PASS

Ed. J. Benson TRANS.
Chairman

..... Chairman

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Committee

Committee