

VV 34

**Ordinance No. 105972**

AN ORDINANCE relating to the Engineering Department; authorizing the completion of plans, specifications and cost estimates and the construction of the Marion Street Pedestrian Trestle and in connection therewith an engineering study of the feasibility of a stairway or pedestrian ramp on the north side of the Washington State Ferry Terminal; making a partially reimbursable appropriation from the Seattle General Street Improvement Bonds, 1960 Fund therefor, and authorizing the Mayor to execute an agreement with the Washington State Department of Highways for federal financial assistance

COMP TROLLER \_\_\_\_\_ under the Federal Aid "M" Program, Title  
 FILE NUMBER \_\_\_\_\_ 23, U.S. Code, Highways for such construction.

**Council Bill No. 97851** 11/10/76 Pass (2-0)

INTRODUCED: NOV 1 1976	BY: EXECUTIVE REQUEST
REFERRED: NOV 1 1976	TO: TRANSPORTATION
REFERRED:	
REFERRED:	
REPORTED: NOV 15 1976	SECOND READING: NOV 15 1976
THIRD READING: NOV 15 1976	SIGNED: NOV 15 1976
PRESENTED TO MAYOR: NOV 15 1976	APPROVED: NOV 23 1976
RETD. TO CITY CLERK: NOV 23 1976	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

Unanimous Vote

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

LAW DEPARTMENT

See Back Cover

CF-285354 -CITY/STATE AGREEMENT FAM 218 FOR FEDERAL FUNDING.

CF-286028 -MARION ST PEDESTRIAN BRIDGE, BY REPLACEMENT/REHABILITATION -CONTRACT -HUMPHREY  
CONSTRUCTION INC.

May 19  
✓ M.  
✓

PUB ✓  
BLDG. ✓  
ENG. ✓  
A. O. ✓  
A. C. ✓  
S. E. ✓  
C. O. ✓  
LIGHT ✓

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ORDINANCE 105972

AN ORDINANCE relating to the Engineering Department; authorizing the completion of plans, specifications and cost estimates and the construction of the Marion Street Pedestrian Trestle and in connection therewith an engineering study of the feasibility of a stairway or pedestrian ramp on the north side of the Washington State Ferry Terminal; making a partially reimbursable appropriation from the Seattle General Street Improvement Bonds, 1960 Fund therefor, and authorizing the Mayor to execute an agreement with the Washington State Department of Highways for federal financial assistance under the Federal Aid "M" Program, Title 23, U. S. Code, Highways for such construction.

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 complete plans, specifications and cost estimates commenced pursuant to Ordinance 105151 for the Marion Street Pedestrian Trestle and in connection therewith to conduct an engineering study of the feasibility of a stairway or pedestrian ramp on the north side of the Washington State Ferry Terminal, and upon approval by the Board of Public Works of plans, specifications and cost estimates for construction of the Marion Street Pedestrian Trestle between 1st Avenue and the east margin of Alaskan Way, to proceed with such construction, the same to be effected by the awarding of a contract or contracts therefor or the same or any part thereof may be effected by day labor at the discretion of said Board, subject to applicable State Law, and for such purposes the sum of Five Hundred Seventy-nine Thousand Two Hundred Sixty-two Dollars (\$579,262) or so much thereof as may be necessary is hereby appropriated from the Seattle General Street Improvement Bonds, 1960 Fund, to be partially reimbursed

1 by (1) the appropriation and transfer hereby made and authorized  
2 of Eleven Thousand Dollars (\$11,000) from the Arterial City  
3 Street Fund, and (2) Federal Aid "M" Program Funds (FAM), Title  
4 23, U. S. Code, Highways in the approximate amount of Four  
5 Hundred Twenty-eight Thousand Two Hundred Seventy-two Dollars  
6 (\$428,272); and the City Comptroller is authorized to draw and  
7 the City Treasurer to pay the necessary warrants and make the  
8 necessary transfers.

9 Section 2. That as requested by the City Engineer and  
10 recommended by the Mayor in the attachments hereto, the Mayor is  
11 hereby authorized to execute and the City Comptroller to attest  
12 for and on behalf of the City of Seattle an agreement with the  
13 State of Washington, Department of Highways substantially in the  
14 form identified as "STATE OF WASHINGTON - DEPARTMENT OF HIGHWAYS  
15 - CITY/COUNTY AGREEMENT" attached hereto, providing for financial  
16 assistance to the City from the Federal Aid "M" Program, Title  
17 23, U.S. Code, Highways, for the construction of the Marion  
18 Street Pedestrian Trestle authorized in Section 1 of this ordinance,  
19 in the approximate amount of Four Hundred Twenty-eight Thousand  
20 Two Hundred Seventy-two Dollars (\$428,272), not to exceed 79.56  
21 percentage of eligible project costs.

22 Section 3. That any act pursuant to the authority and  
23 prior to the effective date of this ordinance is hereby ratified  
24 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 15 day of November, 1976, and signed by me in open session in authentication of its passage this 15 day of November, 1976.

*[Signature]*  
President of the City Council.

Approved by me this 23 day of November, 1976.

Filed by me this 23 day of November, 1976. Mayor.

*[Signature]*  
Attest: City Comptroller and City Clerk.

(SEAL)

Published

*[Signature]*  
By Deputy Clerk.

# Your City, Seattle

Executive Department-Office of Management and Budget

Walter R. Hundley, Director  
Wes Uhlman, Mayor



October 8, 1976



Honorable John P. Harris  
Corporation Counsel  
City of Seattle

Dear Mr. Harris:

The Mayor is proposing to the City Council that legislation be adopted as requested in the attached correspondence from the Engineering Department regarding Marion Street Pedestrian Trestle Project

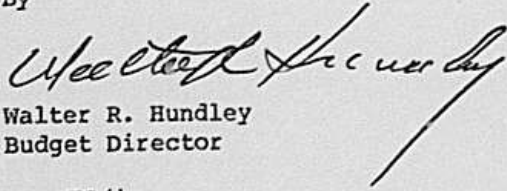
Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting. By a copy of this letter, the City Council is directly receiving this Executive Request.

Please review this request and draft appropriate legislation. Please file the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.

Sincerely,

Wes Uhlman  
Mayor

By

  
Walter R. Hundley  
Budget Director

WRH/KS/jw

Attachment

cc: Sam Smith, President, City Council  
Paul Wiatrak, City Engineer

# Your City, Seattle

Executive Department-Office of Policy Planning

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



RECEIVED  
OCT 7 1976  
OFFICE OF MANAGEMENT  
& BUDGET

October 6, 1976

The City Council  
The City of Seattle

Honorable Members:

The attached appropriation request from the City Engineer is for completion of the Marion Street Pedestrian Trestle project. Last year's CIP process appropriated \$61,000 for design. Current estimates of \$538,301 for construction are now firm. The only change in scope from the current CIP is the addition of \$11,000 in ACSF funds to conduct preliminary engineering on placing a new stairway or pedestrian ramp on the north side of the ferry terminal. Construction costs for that stairway are not included in this proposal and will be requested at a later date if design proves feasible.

The total cost breakdown of this project is as follows:

PS&E (Ordinance 105151)	\$ 61,000	60SB
Additional PS&E	29,961	60SB
Stairway design	11,000	ACSF
Construction	<u>538,301</u>	60SB/FAM
	640,262	
Less previous appropriation	<u>(61,000)</u>	
Total request	\$579,262	

Since this proposal is in conformance with both the adopted and proposed CIPs, we recommend approval.

Sincerely,

R. W. Wilkinson, Jr.  
Director

RWW:hd  
Attachment

Your  
Seattle  
Engineering Department

Paul A. Wiatrak, City Engineer  
Wes Uhlman, Mayor

September 24, 1976



Re: Marion Street Pedestrian Trestle

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 complete plans, specifications and cost estimates, and to proceed with the construction of the Marion Street Pedestrian Trestle; authorizing the Mayor to execute an agreement for Federal financial assistance and making a partially reimbursable appropriation of \$579,262 from the Seattle General Street Improvement Bonds, 1960 Fund therefor. The Federal Aid "M" Program will reimburse the appropriation in the approximate amount of \$428,272 and the Arterial City Street Fund will reimburse it in the amount of \$11,000. This project is found in the 1976 Capital Improvement Program under item No. 13-0149.

Ordinance No. 105151 appropriated \$61,000 for plans, specifications and cost estimates. An additional \$29,961 is now required to complete the design phase of this project. The cost of construction (removal and replacement) is estimated at \$538,301.

Also included in the appropriation is \$11,000 for preliminary engineering for the analysis of placing a new stairway or pedestrian ramp on the north side of the Ferry Terminal and resulting revisions to vehicular access patterns to the terminal. This will be paid by the Arterial City Street Fund. Construction of this stairway is not included in the above appropriation, but if the study recommends the placement of it to make the Marion Street Pedestrian Trestle more convenient for central waterfront oriented pedestrian traffic, a separate appropriation will be requested for design and construction.

The Marion Street Pedestrian Trestle project contemplates the complete replacement of the existing structure from 1st Avenue to a point approximately 315 feet to the west; and the rehabilitation of an additional 150 feet westerly thereof by the construction of a new deck on the existing structure.

The bridge serves as a primary means of access for pedestrians between the Washington State Ferry Terminal and the lower Central Business District. Retail and professional businesses front on the structure and the structure provides the primary access to their places of business.

RECEIVED  
OCT 7 1976  
OFFICE OF MANAGEMENT  
& BUDGET

September 24, 1976

The section of the trestle westerly of the east margin of Alaskan Way is the responsibility of the railroad. Reconstruction of that portion by the railroad is planned to be accomplished concurrently with the City's contract.

The support for the south edge of the existing structure is provided by the Colman Building from 1st Avenue to Post Avenue, and by temporary timber bracing and posts from Post Avenue to the east margin of Western Avenue. The proposed structure will be independently supported and thus eliminate reliance on the Colman Building.

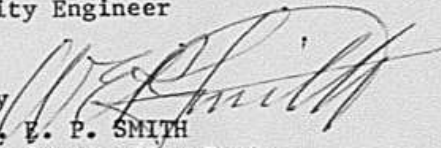
As retail and professional businesses front on the structure and the structure provides the primary access to several of them, the necessity for rights of entry and assuring access to these places of business must be negotiated. We have included in the estimate for plans and specifications approximately \$9,400 for staff time to accomplish this.

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

To insure that there is not a disruption of the design phase, the attached legislation ratifies and confirms prior acts of the City Engineer.

Very truly yours,

PAUL A. WIATRAK, P.E.  
City Engineer

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

WPB:lh  
Att.: 100-014, Neg. Dec.  
C.I.P., Draft Legislation  
cc: Mayor's Office  
OPP  
OMB  
Seattle Art Commission  
W.E.P. Smith  
A.E. Maronek  
R.R. Parker  
J.E. Arnberg  
F.C. Malstrom  
K.T. Jones  
K.A. Selfridge

## I. TITLE

Marion Street Pedestrian Trestle

## II. OBJECTIVES

The project contemplates the replacement of the existing Marion Street Pedestrian Trestle from 1st Avenue to a point approximately 315 feet to the west; and the rehabilitation of an additional 150 feet westerly thereof by the construction of a new deck on the existing structure.

Also included is completion of plans, specifications and cost estimates, and the conduct of preliminary engineering studies for the placement of a stairway at the north side of the Ferry Terminal to facilitate access for central waterfront oriented pedestrian traffic. Also authority for the Mayor to execute an agreement for FAM Funds.

## III. FISCAL

Total appropriation required is \$579,262 to be reimbursed by FAM Funds in the approximate amount of \$428,272 and the Arterial City Street Fund in the amount of \$11,000. The ACSF will pay the preliminary engineering charges on the Ferry Terminal stairway.

Cost breakdown:		
PS&E (Ord. No. 105151)	\$ 61,000	60SB
Add'l. PS&E	29,961	60SB
Stairway P.E.	11,000	ACSF
Construction	<u>538,301</u>	60SB
	\$ 640,262	
Less prev. approp.	<u>61,000</u>	
Needed	\$ 579,262	

## IV. PERSONNEL

No new personnel are required.

## V. EQUIPMENT

No new equipment is required.

## VI. EVALUATION

The pedestrian trestle is a primary link and access to the Washington State Ferry Terminal. The trestle also provides access to businesses at the second story level.

## VII. ALTERNATIVES

There is no practical alternative to this project. The structure provides a much needed access mode for pedestrians bound for the waterfront (ferries) and for work bound commuters from the waterfront to the CBD.

D R A F T  
ORDINANCE NO.

AN ORDINANCE relating to the Engineering Department, authorizing the completion of plans, specifications and cost estimates and the construction of the Marion Street Pedestrian Trestle; authorizing the Mayor to execute an agreement with the Washington State Department of Highways for federal financial assistance under the Federal Aid "M" Program, Title 23, U. S. Code, Highways; and making a partially reimbursable appropriation from the Seattle General Street Improvement Bonds, 1960 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 complete plans, specifications and cost estimates commenced pursuant to Ordinance 105151 for the Marion Street Pedestrian Trestle (C.I.P. No. 13-0149), and upon approval thereof by the Board of Public Works to proceed under the direction of said Board with the construction of said Marion Street Pedestrian Trestle between 1st Avenue and the east margin of Alaskan Way, the same to be effected by awarding of a contract or contracts therefore or the same or any part thereof may be effected by day labor at the discretion of said Board, subject to applicable State Law, and for such purposes the sum of Five Hundred Seventy Nine Thousand Two Hundred Sixty Two Dollars (\$579,262) or so much thereof as may be necessary is hereby appropriated from the Seattle General Street Improvement Bonds, 1960 Fund, to be partially reimbursed by (1) the appropriation and transfer hereby made and authorized of Eleven Thousand Dollars (\$11,000) from the Arterial City Street Fund, and (2) Federal Aid "M" Program Funds (FAM), Title 23, U. S. Code, Highways in the approximate amount of Four Hundred Twenty Eight Thousand Two Hundred Seventy Two Dollars (\$428,272); and the City Comptroller is authorized to draw and the City Treasurer to pay the necessary warrants and make the necessary transfers.

Section 2. That to accomplish such reimbursement by the Federal Aid "M" Program, Title 23, U.S. Code Highways, the Mayor is hereby 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 attached hereto and identified as "STATE OF WASHINGTON - DEPARTMENT OF HIGHWAYS - CITY/COUNTY AGREEMENT" for financial assistance from the Federal Aid "M" Program, Title 23, U.S. Code, Highways, for the construction of the Marion Street Pedestrian Trestle in an amount not to exceed 79.56 percent of eligible project costs, such reimbursement is estimated to be Four Hundred Twenty Eight Thousand Two Hundred Seventy Two Dollars (\$428,272).

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

Section 4. (30 Day Ending)

APPROVED:

CITY OF SEATTLE  
CAPITAL IMPROVEMENT COMMITTEE  
APPROPRIATION REQUEST FOR CAPITAL IMPROVEMENT

Dept. <u>Engineering</u>		Date <u>September 24, 1976</u>
Project Title <u>Marion Street Pedestrian Trestle</u>		
Exact Location <u>Marion Street between 1st Ave. and the east margin of Alaskan Way</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>13-0149</u>
If not in current CIP, please explain:		
<p>Work to be Accomplished: Completion of plans, specifications and cost estimates and the construction by replacement of the existing Marion Street Pedestrian Trestle from 1st Avenue to 315 feet west; and the rehabilitation of 150 feet westerly thereof by constructing a new deck on the existing structure. Also funds for preliminary engineering necessary to determine feasibility of placing a stairway or pedestrian ramp on the north side of the Ferry Terminal. Authority for Mayor to execute agreement for FAM Funds.</p>		
Total Project Cost <u>\$640,262</u>		
Funding Sources	Amount	Planning <input checked="" type="checkbox"/>
<u>Sea. Gen. St. Imp. Bonds, 1960 fund</u>	<u>\$200,990</u>	Acquisition <input type="checkbox"/>
<u>Arterial City Street Fund</u>	<u>11,000</u>	Land Cost <input type="checkbox"/>
<u>Federal Aid "M" Funds</u>	<u>428,272</u>	Demolition <input type="checkbox"/>
_____	_____	Relocation <input type="checkbox"/>
_____	_____	Construction <input checked="" type="checkbox"/>
_____	_____	Other <input type="checkbox"/>
Original CIP Estimate	Current Estimate	Increase
<u>\$658,000</u> <u>1976</u>		Decrease
Amount	Year	
Describe any proposed change in scope:		
None		
Explain readjustments in program priorities/source of funds due to project cost changes/status of matching funds applied for:		
<p>1976 CIP shows 597K coming from ACSF - This has been changed to 60SB (Sea. Gen. St. Imp. Bonds, 1960 Fund). Also \$428,272 of FAM Program funds have been allocated to this project. Only \$11,000 of ACSF is being used for the preliminary engineering for the Stairway.</p>		

Over: Fill in Other Side

APPROPRIATION REQUEST

Prior Appropriations

Amount	Ord. No.	Date	Fund	Purpose
\$61,000	105151	12-5-75	60SB	PS&E
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Appropriation Request

Amount	Fund	Purpose
\$579,262	S.G.S.I.B. 1960 fund	PS&E/Const.
_____	(to be partially reimbursed)	_____

Additional Appropriations Required to Complete Project. Please Explain.

If a stairway at the north side of the Ferry Terminal is determined to be feasible appropriations for design and construction will be required.

Target Completion Date for Project:	Maintenance Impact upon completion:	Additional Personnel Required:
Late 1977	Less than present	None

Target Date for Construction to Begin:  
Approx. March 1977

Other Department Comments:  
The funds in this legislation are not eligible for works of art per Ord. 102210 as amended by Ord. 105389. Therefore, the 1% appropriation for art has been waived.

Departmental Authorization:  
Assistant City Engineer  
Administration  
Title

W. E. P. Smith  
Typed Name



Signature

CIP Review

ACTION:

Date:

Signature, Executive Sec., CIP Committee

DECLARATION OF SIGNIFICANCE/NONSIGNIFICANCE

For

Marion Street Pedestrian Bridge

Description of Proposal Replacement of the existing Marion Street Pedestrian Bridge from 1st Avenue to a point approximately 315 feet to the west; and the rehabilitation of an additional 150 feet westerly thereof by the construction of a new deck on the existing structure.

Proponent Seattle Engineering Department, F. C. Malstrom, Project Engineer

Location of Proposal Marion Street between 1st Avenue and the east margin of Alaskan Way.

Lead Agency Seattle Engineering Department

This proposal has been determined to have a . . .

Significant adverse impact upon the environment, and an EIS is required under RCW 43.21 C.030 (2) (c).

Non-significant adverse impact upon the environment, and an EIS is not required under RCW 43.21 C.030 (2) (c).

This decision is reached after review by the lead agency of a completed environmental checklist and other information on file with the lead agency.

Responsible Official:

Fredrick C. Malstrom  
Project Engineer

7-2-76  
Date

Walter Jensen  
Court Section Concurrence

7/2/76  
Date

Paul W. Westlund  
City Engineer

7-6-76  
Date

ENVIRONMENTAL CHECKLIST FORM

SEE APPENDIX FOR MAPS, DRAWINGS AND DETAILED EXPLANATION OF PERTINENT ITEMS

I. BACKGROUND

1. Name of Proponent Seattle Engineering Department  
F. C. Malstrom, Project Engineer

2. Address and Phone Number of Proponent:  
Engineering Design Division  
600 Fourth Avenue, Room 400 Phone: 625-2354  
Seattle, WA 98104

3. Date Checklist Submitted \_\_\_\_\_

4. Agency Requiring Checklist City of Seattle - Department of Engineering

5. Name of Proposal, if applicable:

MARION STREET PEDESTRIAN BRIDGE REPLACEMENT AND REHABILITATION

6. Nature and Brief Description of the Proposal (including but not limited to its size, general design elements, and other factors that will give an accurate understanding of its scope and nature):

See Appendix

7. Location of Proposal (describe the physical setting of the proposal, as well as the extent of the land area affected by any environmental impacts, including any other information needed to give an accurate understanding of the environmental setting of the proposal):

See Appendix

8. Estimated Date for Completion of the Proposal:

9. List of all Permits, Licenses or Government Approvals Required for the Proposal (federal, state and local--including rezones):

NONE

10. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal?  
If yes, explain:

See Appendix

11. Do you know of any plans by others which may affect the property covered by your proposal? If yes, explain:

NO

12. Attach any other application form that has been completed regarding the proposal; if none has been completed, but is expected to be filed at some future date, describe the nature of such application form:

NONE

## II.

## ENVIRONMENTAL IMPACTS

(Explanations of all "yes" and "maybe" answers are required)

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
(1) <u>Earth</u> . Will the proposal result in:			
(a) Unstable earth conditions or in changes in geologic substructures"	_____	_____	<u>  X  </u>
(b) Disruptions, displacements, compaction or overcovering of the soil?	_____	_____	<u>  X  </u>
(c) Change in topography or ground surface relief features?	_____	_____	<u>  X  </u>
(d) The destruction, covering or modification of any unique geologic or physical features?	_____	_____	<u>  X  </u>
(e) Any increase in wind or water erosion of soils, either on or off the site?	_____	_____	<u>  X  </u>
(f) Changes in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake?	_____	_____	<u>  X  </u>
(2) <u>Air</u> . Will the proposal result in:			
(a) Air emissions or deterioration of ambient air quality?	<u>  X  </u>	_____	_____
(b) Creation of objectionable odors?	_____	_____	<u>  X  </u>
(c) Alteration of air movement, moisture or temperature, or any change in climate, either locally or regionally?	_____	_____	<u>  X  </u>
(3) <u>Water</u> . Will the proposal result in:			
(a) Changes in currents, or the course or direction of water movements, in either marine or fresh waters?	_____	_____	<u>  X  </u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
(b) Changes in absorption rates, drainage patterns, or the rate and amount of surface water runoff?	_____	_____	<u>X</u>
(c) Alterations to the course or flow of flood waters?	_____	_____	<u>X</u>
(d) Change in the amount of surface water in any water body?	_____	_____	<u>X</u>
(e) Discharge into surface waters, or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or turbidity?	_____	_____	<u>X</u>
(f) Alteration of the direction or rate of flow of ground waters?	_____	_____	<u>X</u>
(g) Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations?	_____	_____	<u>X</u>
(h) Deterioration in ground water quality, either through direct injection, or through the seepage of leachate, phosphates, detergents, waterborne virus or bacteria, or other substances into the ground waters?	_____	_____	<u>X</u>
(i) Reduction in the amount of water otherwise available for public water supplies?	_____	_____	<u>X</u>
(4) <u>Flora</u> . Will the proposal result in:			
(a) Change in the diversity of species, or numbers of any species of flora (including trees, shrubs, grass, crops, microflora and aquatic plants)?	_____	_____	<u>X</u>
(b) Reduction of the numbers of any unique, rare or endangered species of flora?	_____	_____	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
(c) Introduction of new species of flora into an area, or in a barrier to the normal replenishment of existing species?	_____	_____	<u>  X  </u>
(d) Reduction in acreage of any agricultural crop?	_____	_____	<u>  X  </u>
(5) <u>Fauna</u> . Will the proposal result in:			
(a) Changes in the diversity of species, or numbers of any species of fauna (birds, land animals including reptiles, fish and shellfish, benthic organisms, insects or microfauna)?	_____	_____	<u>  X  </u>
(b) Reduction of the numbers of any unique, rare or endangered species of fauna?	_____	_____	<u>  X  </u>
(c) Introduction of new species of fauna into an area, or result in a barrier to the migration or movement of fauna?	_____	_____	<u>  X  </u>
(d) Deterioration to existing fish or wildlife habitat?	_____	_____	<u>  X  </u>
(6) <u>Noise</u> . Will the proposal increase existing noise levels?	<u>  X  </u>	_____	_____
(7) <u>Light and Glare</u> . Will the proposal produce new light or glare?	_____	_____	<u>  X  </u>
(8) <u>Land Use</u> . Will the proposal result in the alteration of the present or planned land use of an area?	_____	_____	<u>  X  </u>
(9) <u>Natural Resources</u> . Will the proposal result in:			
(a) Increase in the rate of use of any natural resources?	_____	_____	<u>  X  </u>
(b) Depletion of any nonrenewable natural resources?	_____	_____	<u>  X  </u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
(10) <u>Risk of Upset.</u> Does the proposal involve a risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemicals or radiation) in the event of an accident or upset conditions?	_____	_____	<u>X</u>
(11) <u>Population.</u> Will the proposal alter the location, distribution, density, or growth rate of the human population of an area?	_____	_____	<u>X</u>
(12) <u>Housing.</u> Will the proposal affect existing housing, or create a demand for additional housing?	_____	_____	<u>X</u>
(13) <u>Transportation/Circulation.</u> Will the proposal result in:			
(a) Generation of additional vehicular movement?	_____	_____	<u>X</u>
(b) Effects on existing parking facilities, or demand for new parking?	<u>X</u>	_____	_____
(c) Impact upon existing transportation systems?	<u>X</u>	_____	_____
(d) Alterations to present patterns of circulation or movement of people and/or goods?	<u>X</u>	_____	_____
(e) Alterations to waterborne, rail or air traffic?	_____	_____	<u>X</u>
(f) Increase in traffic hazards to motor vehicles, bicyclists or pedestrians?	_____	<u>X</u>	_____
(14) <u>Public Services.</u> Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:			
(a) Fire protection?	_____	<u>X</u>	_____
(b) Police protection?	_____	<u>X</u>	_____

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
(c) Schools?	_____	_____	<u>X</u>
(d) Parks or other recreational facilities?	_____	_____	<u>X</u>
(e) Maintenance of public facilities, including roads?	_____	_____	<u>X</u>
(f) Other governmental services?	_____	_____	<u>X</u>
(15) <u>Energy</u> . Will the proposal result in:			
(a) Use of substantial amounts of fuel or energy?	_____	_____	<u>X</u>
(b) Demand upon existing sources of energy, or require the development of new sources of energy?	_____	_____	<u>X</u>
(16) <u>Utilities</u> . Will the proposal result in a need for new systems, or alterations to the following utilities:			
(a) Power or natural gas?	_____	_____	<u>X</u>
(b) Communications systems?	_____	_____	<u>X</u>
(c) Water?	_____	_____	<u>X</u>
(d) Sewer or septic tanks?	_____	_____	<u>X</u>
(e) Storm water drainage?	<u>X</u>	_____	_____
(f) Solid waste and disposal?	_____	_____	<u>X</u>
(17) <u>Human Health</u> . Will the proposal result in the creation of any health hazard or potential health hazard (excluding mental health)?	_____	_____	<u>X</u>
(18) <u>Aesthetics</u> . Will the proposal result in the obstruction of any scenic vista or view open to the public, or will the proposal result in the creation of an aesthetically offensive site open to public view?	_____	_____	<u>X</u>

- |   | <u>Yes</u> | <u>Maybe</u> | <u>No</u>    |
|---|------------|--------------|--------------|
| (19) <u>Recreation.</u> Will the proposal result in an impact upon the quality or quantity of existing recreational opportunities?                                  | _____      | _____        | <u>  X  </u> |
| (20) <u>Archaeological/Historical.</u> Will the proposal result in an alteration of a significant archaeological or historical site, structure, object or building? | _____      | _____        | <u>  X  </u> |

### III. SIGNATURE

I, the undersigned, state that to the best of my knowledge the above information is true and complete. It is understood that the lead agency may withdraw any declaration of non-significance that it might issue in reliance upon this checklist should there be any willful misrepresentation or willful lack of full disclosure on my part.

Proponent: \_\_\_\_\_

F. C. MALSTROM

## APPENDIX

### I. BACKGROUND

#### 6. Description

The project will provide for the complete replacement of the existing Marion Street Pedestrian Bridge from 1st Avenue to a point approximately 315 feet to the west; and the rehabilitation of an additional 150 feet westerly thereof by the construction of a new deck on the existing structure.

The support for the south edge of the existing structure is currently provided by the Colman Building from 1st Avenue to Post Avenue (see Plate 1) and by temporary timber bracing and posts from Post Avenue to the east margin of Western Avenue (former site of the Society Candy building, see plates 2 and 3). The existing structure (1st Avenue to Western Avenue) is constructed of a mixture of concrete, timber and structural steel elements and represents an extensive maintenance responsibility if the required level of pedestrian safety is to be maintained.

The section of the existing structure adjacent to the Colman Building shows significant settlement along the north edge and separation from the building along the south edge. Monitoring of the settlement and separation from the building by the Engineering Department shows the process to be continuing and represents a potentially hazardous situation for the users. The proposed structure will be independently supported thereby eliminating reliance on the Colman Building for support of the south edge. Reinforced concrete and structural steel will be utilized in the reconstruction to minimize maintenance requirements.

The design of the proposed structure will be in accordance with 1973 AASHTO Specifications for Highway Structures, 11th Edition and appropriate Interim Specifications.

All construction work will be done within existing street rights of way. The Contractor will be required to secure an off-site location for storage of equipment during non-working hours.

#### 7. Location

The project is located on the south side of Marion Street between 1st Avenue and the east margin of Alaskan Way. The land abutting the project is zoned and used for Metropolitan Commercial or Manufacturing purposes. The bridge serves as a primary means of access for pedestrians between the Washington State Ferry Terminal and the lower Central Business District. Some local retail and professional businesses front on and maintain direct access to the bridge. (See attached Vicinity Maps.)

I. Background (Continued)

10.

Between the west margin of Western Avenue and the project's western end, the bridge is now supported by cantilevered I-beams seated on the north wall of the Commuter Building (see Plate 4). This support system will be retained when new decking and railing are constructed. However, in anticipation that removal of the cantilevered beams may be required in the future, the current design provides for future extension of the structure, similar in appearance to that proposed for the portion of the structure between Post Avenue and the east margin of Western Avenue.

## II. ENVIRONMENTAL IMPACTS

### 2. Air

A small amount of dust will be generated by the construction activity. This will be controlled in accordance with Regulation I of the Puget Sound Air Pollution Control Agency. Upon completion of construction, the project area will be cleaned and debris disposed of as specified in the Standard Specifications of the City of Seattle.

### 6. Noise

There will be some noise generated by the construction activities. The increase in noise levels will be minimized through strict enforcement of the City of Seattle's Noise Control Ordinance and the provisions of the City Charter, which specifies the hours of the day during which construction activities can occur.

### 13. Transportation/Circulation

b) Parking: The curb line on the south side of Marion Street must be relocated to accommodate adjustment of the stairway serving pedestrian traffic from the bridge deck to the surface street at Western Avenue. This curb relocation may eliminate south side parking between Post Avenue and Western Avenue. (3 parking stalls) and 3 parking stalls on the west side of Western Avenue. Elimination of the 6 stalls is not considered to represent a significant impact on the community. Reconstruction of the existing pedestrian bridge in itself will not create any new demands for vehicular parking space.

c) Impact on Existing System: Vehicular passage on the surface streets immediately adjacent to the project may be slightly inconvenient during construction work periods when portions of the roadway will be occupied by the Contractor's equipment. Temporary revisions to the existing vehicular circulation system will be instituted to insure that such delays are minimal. The same number of lanes now available for peak hour traffic will be maintained during the construction work. This may require the temporary removal of the parking on the north side of Marion Street in order to allow for two vehicular lanes of traffic.

d) Circulation of People: Pedestrian traffic, which now uses the bridge as a major access facility between 1st Avenue and the State Ferry Terminal, will be inconvenienced during construction. Some of these pedestrians will avail themselves of existing access routes on the surface streets. For those that choose to use the bridge, the section of the existing structure west of the west margin of Western Avenue will remain in service throughout the construction period however, during rehabilitation of the existing structure adjacent to the Commuter Building, the walkway will be temporarily reduced to approximately one half its current width to facilitate construction. Access to the businesses with their primary entrance from the existing bridge level will be maintained at all times. A temporary access to the street level will be provided at Western Avenue during construction of the portion of the structure between 1st Avenue and Western Avenue.

## II. Environmental Impacts (Continued)

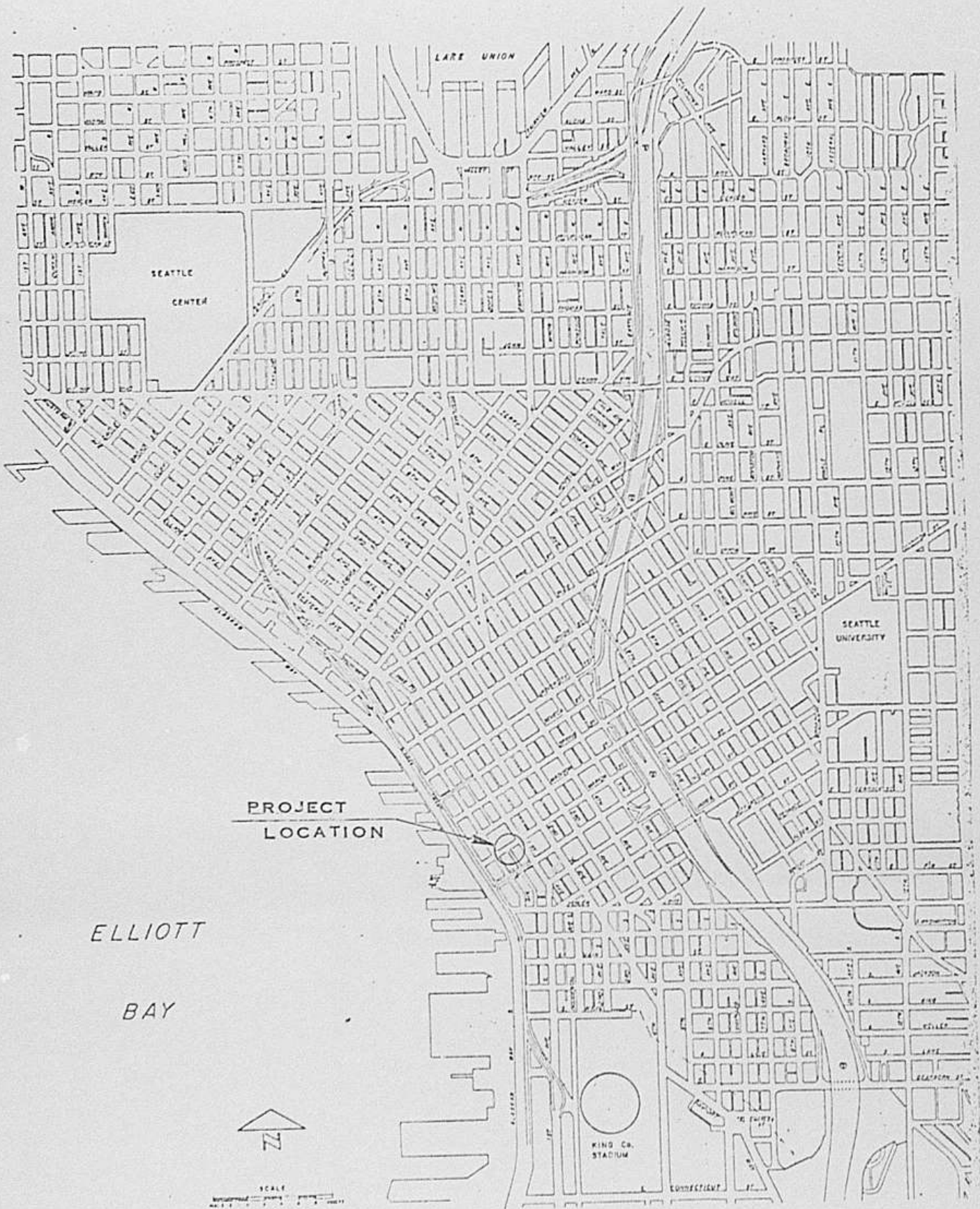
f) **Traffic Hazards:** An increase in traffic hazards in the project area may occur during construction. Such an increase is normal and anticipated for any major construction in an area where the accepted circulation pattern must be adjusted. The strict enforcement of the Standard Specifications of the City of Seattle which charge the Contractor to provide and maintain on a 24-hour basis all necessary safeguards to protect the public will minimize any temporary hazards.

### 14. Public Services

Police and other emergency vehicles will have access through the construction area at all times since adequate travel lanes for such vehicles will always be available.

### 16. Utilities

Water on the proposed bridge structure will be collected by means of bridge deck drains and conveyed to existing storm drains through downspouts enclosed in the columns.



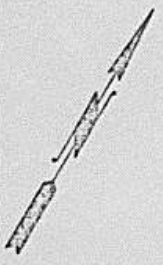
ELLIOTT  
BAY

PROJECT  
LOCATION



SCALE  
1" = 100'

MARION STREET



WAY

ALASKAN

MADISON ST

MARION ST

COLUMBIA ST

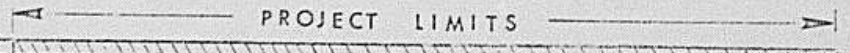
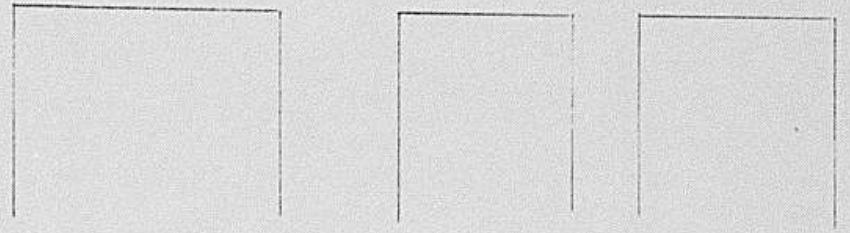
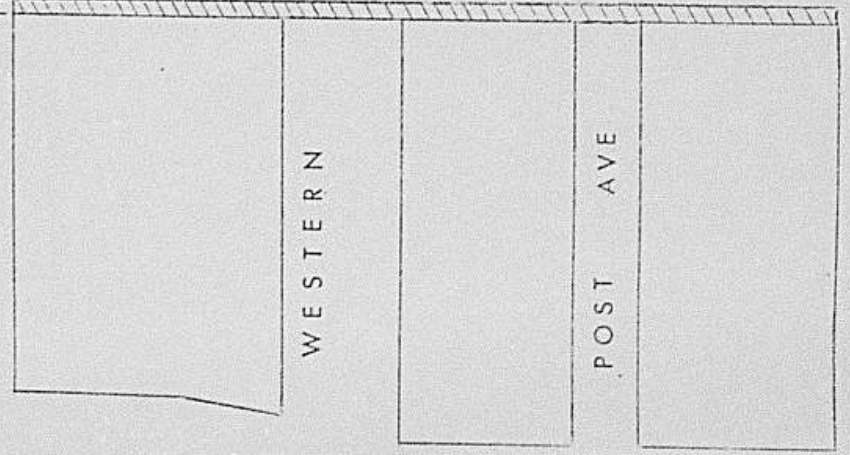
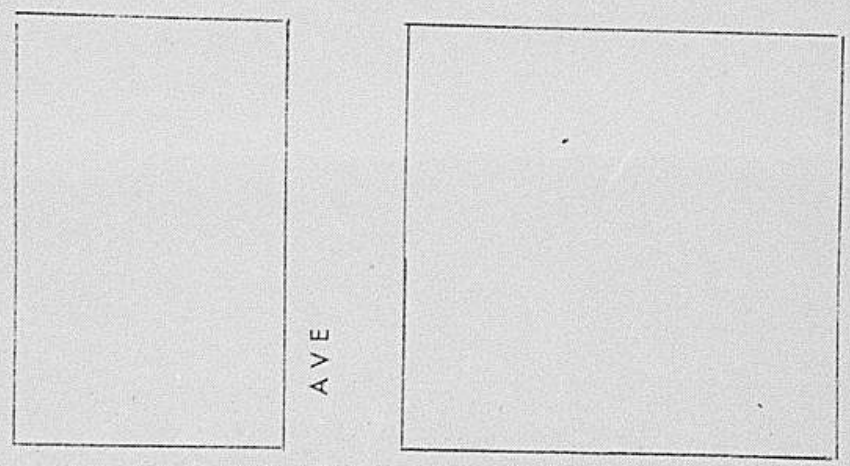
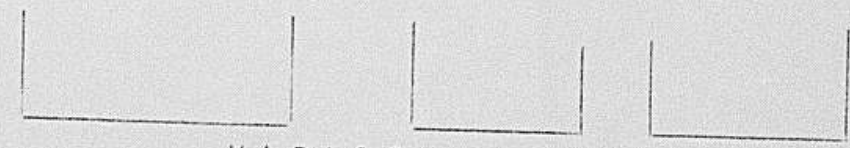
AVE

AVE

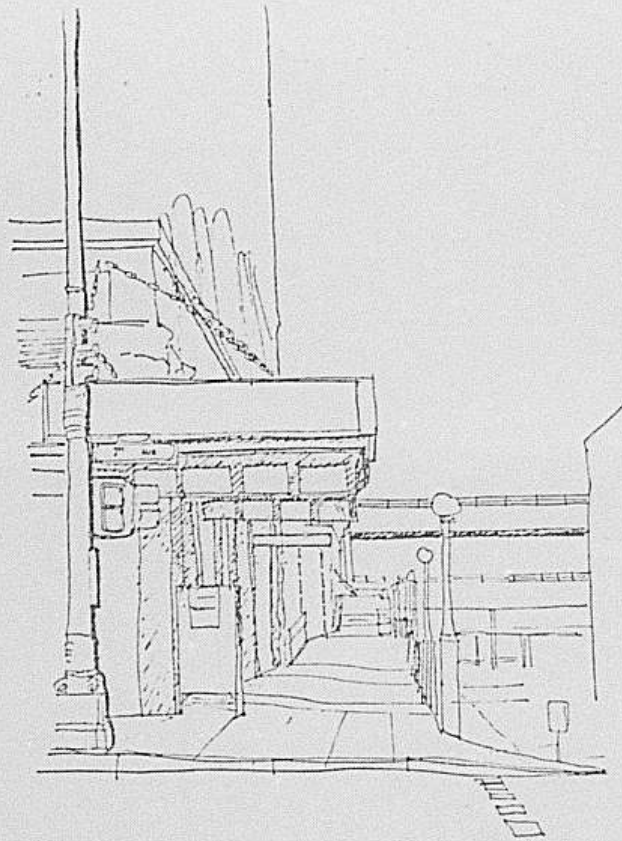
WESTERN

POST AVE

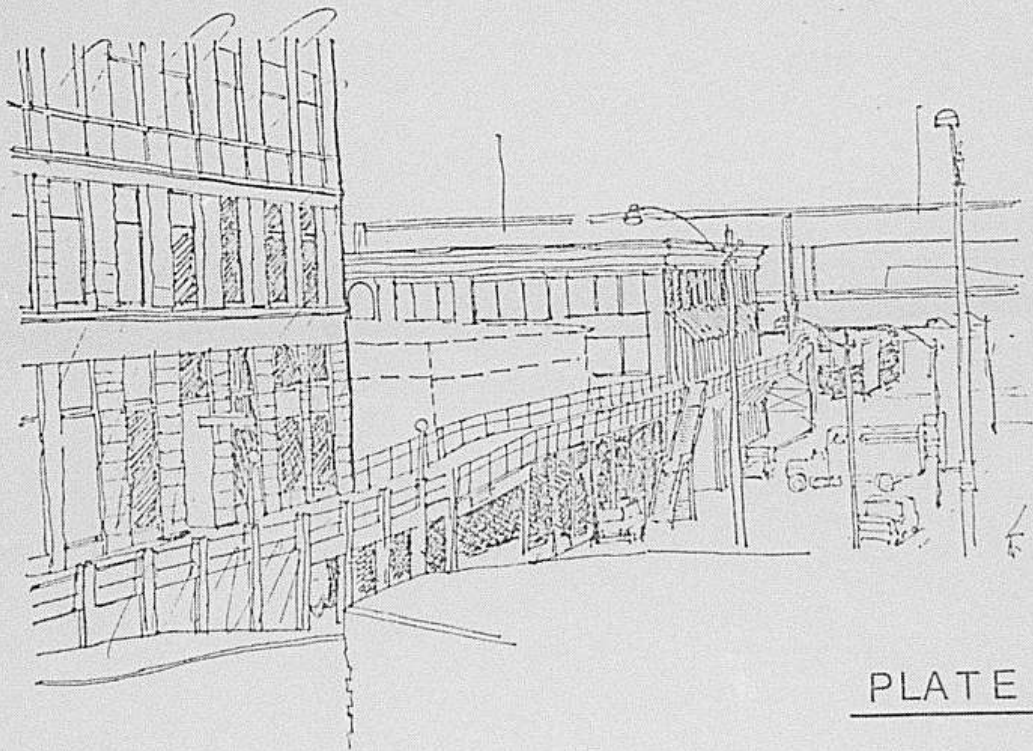
FIRST



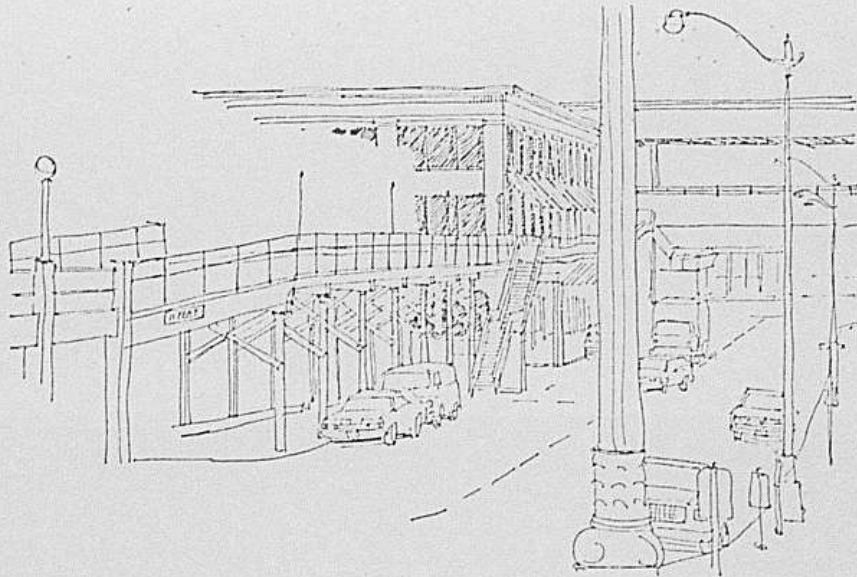
MARION STREET  
PEDESTRIAN BRIDGE



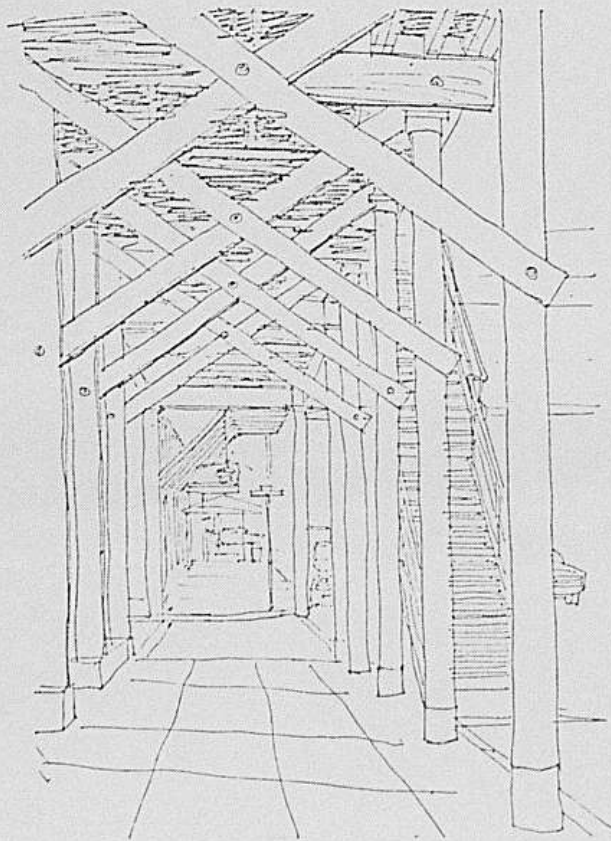
ENTRANCE TO FOOTBRIDGE ADJACENT TO COLMAN BUILDING



VIEW OF BRIDGE FROM FIRST AVENUE



BRIDGE AT SOCIETY CANDY BUILDING SITE



STRUCTURAL BRACING--SOCIETY CANDY SITE--

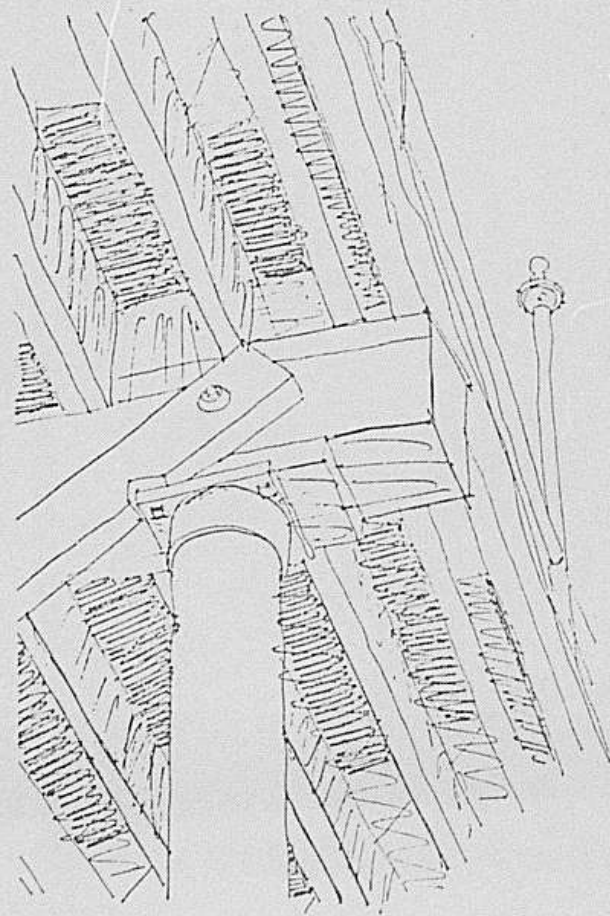
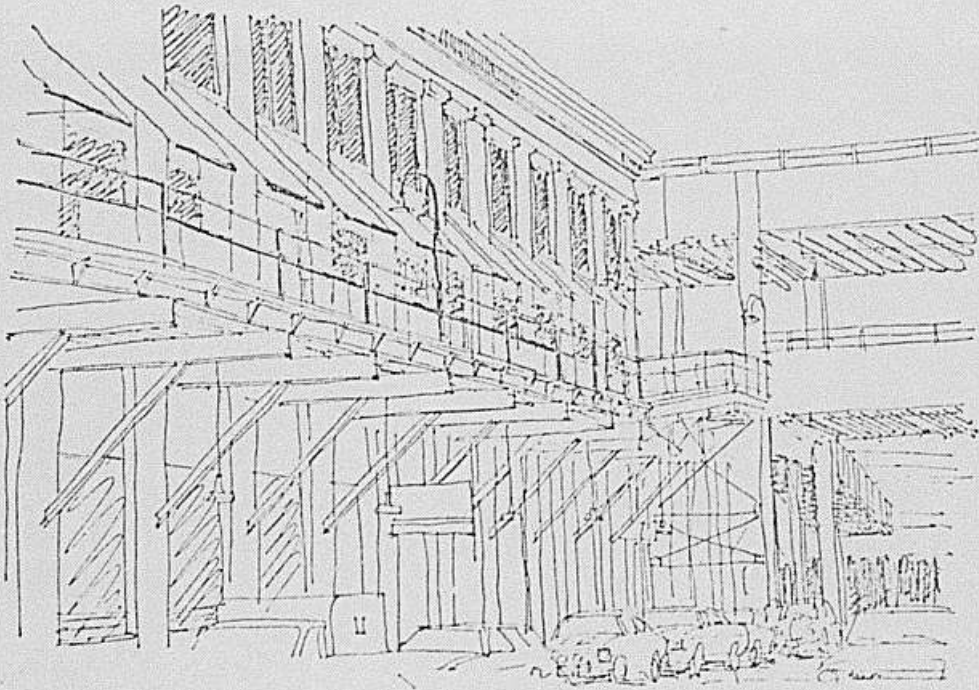


PLATE 3



CANTELIVER BEAMS @ COMMUTER BUILDING



## 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 nondiscrimination 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.

## 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 or 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.

# The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported  
and Adopted

NOV 15 1976

Your Committee on

TRANSPORTATION

to which was referred

C.B. 97851

Relating to the Engineering Department; authorizing the completion of plans, specifications and cost estimates and the construction of the Marion Street Pedestrian Trestle and in connection therewith an engineering study of the feasibility of a stairway or pedestrian ramp on the north side of the Washington State Ferry Terminal; making a partially reimbursable appropriation from the Seattle General Street Improvement Bonds, 1960 Fund therefor, and authorizing the Mayor to execute an agreement with the Washington State Department of Highways for federal financial assistance under the Federal Aid "M" Program, Title 23, U.S. Code, Highways for such construction.

RECOMMEND THAT THE SAME DO PASS

  
TRANS.  
Chairman

Chairman

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Committee

Committee