

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 392

A RESOLUTION, approving an agreement between the City of Redmond and the State Highway Department for grant funding of street improvements on 148th Avenue N.E. and other municipal streets through a Pavement Marking Demonstration Program; and authorizing and empowering the Mayor and City Clerk to execute such agreement on behalf of the City of Redmond.

WHEREAS, the City of Redmond, in cooperation with the State of Washington, Department of Highways, has made application for Federal project funding for urban street improvements on 148th Avenue N.E. and other municipal streets under a Pavement Marking Demonstration Program consisting of the installation of plastic traffic buttons and rumble bars, circular and reflectorized raised pavement markers on center and lane lines, pavement striping and plastic stop bars and crosswalks, which improvements have been approved and have been found eligible for Federal funding under Section 205, Highway Safety Act of 1973, pursuant to the grant application made by the City of Redmond, Department of Public Works; and

WHEREAS, the City Council has duly considered the proposed agreement between the State of Washington, Department of Highways, and the City of Redmond and the recommendations of the Director of Public Works and deem such agreement to be in the public interest and should be approved, Now, Therefore,

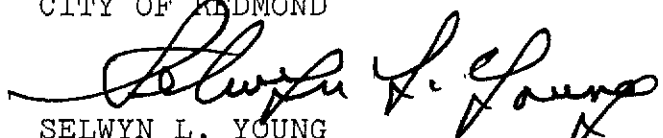
THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

Section 1. Agreement approved. That the proposed agreement between the City of Redmond and the State of Washington, Department of Highways, dated April 6, 1976, relating to street improvement projects, a copy of which is attached and by this reference made a part hereof, is hereby approved.


Section 2. Execution authorized. That the Mayor and City Clerk are authorized and empowered to sign said agreement on behalf of the City of Redmond.

PASSED by the Council of the City of Redmond, Washington, at a regular meeting thereof, and APPROVED by the Mayor this 6 day of April, 1976.

CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


DORIS A. SCHAIBLE
DEPUTY CITY CLERK

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

AGENCY CITY OF REDMOND	STATE OF WASHINGTON DEPARTMENT OF HIGHWAYS CITY/COUNTY AGREEMENT	PROJECT NUMBER PMS 0008(17)
DATE APR 6 1976		AGREEMENT NUMBER GC 4171

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 Pavement Marking Demonstration Program, 148th Ave. N.E., et al Length _____

Termini Specific streets throughout the City

Description of Work Install plastic traffic buttons and rumble bars, circular and reflectorized raised pavement markers on center and lane lines, pavement striping, and plastic stop bars and crosswalks.

TYPE OF WORK	FUNDING			State Work Order
	Total Project	Agency	Federal	
1. P.E. (Agency) a. Direct Salary Cost				
b. Payroll Additives				
c. Admin. Overhead				
d. Contractual Services (Consultant)				
e. Non-Salary Costs				
P. E. (D.O.H.) a. Plan Review & Misc. Ass't.				
b. PS&E Process, Bid Ad & Contract Award				
c. Audit				
d. Other				
Total Estimated Preliminary Engineering Cost				
2. Right-of Way (Agency) a. Agency Work				
b. Dept. of Highway Assistance				
c. Audit				
Total Estimated Right-of Way Cost				
3. Construction Contract	36,435.00		36,435.00	
<u>15</u> % Engineering (Agency Force)	3,965.00		3,965.00	
\$ 5,465.00 (State Force)	1,500.00		1,500.00	
Audit	400.00		400.00	
Total Estimated Construction Cost	42,300.00		42,300.00	
4. Total Estimated Cost of the Project				

CONSTRUCTION METHOD OF FINANCING

METHOD A — Partial Payment 15% of Total Construction Project Cost (3) \$ _____

METHOD B — Withholding Approximately Monthly Payments of \$ _____

METHOD C Agency Share of Total Construction Project Cost (3) \$ _____

METHOD C Agency Payment with Partial Reimbursement (3) \$ 42,300.00

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 4-6, 1976, Resolution/Ordinance No. 392.

AGENCY OFFICIAL
Selwyn L. Young
CHAIRMAN, County Commissioners/Mayor Selwyn L. Young

STATE OF WASHINGTON
DEPARTMENT OF HIGHWAYS
A. R. Hoff
Assistant Director for Planning, Research & State Aid

Attest: Deputy City Clerk

APPROVED AS TO FORM:
John Johnson CITY ATTORNEY

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 of the Federal Government by the award of this project. The Agency will be responsible for the project, and the State will be responsible for the project. The State will be responsible for the project, and the Agency will be responsible for the project. The State will be responsible for the project, and the Agency will be responsible for the project.

III PROJECT ADMINISTRATION

The State, as agent acting for and on behalf of the Federal Government, shall be responsible for the project. The State will be responsible for the project, and the Agency will be responsible for the project. The State will be responsible for the project, and the Agency will be responsible for the project. The State will be responsible for the project, and the Agency will be responsible for 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 share with the State, within twenty (20) days after the award of the construction contract, an advance in the amount of the estimated total cost of the project. The State will, within the same period, deposit the amount to be deposited in a separate account.

The Agency will submit progress billings to the State and the Federal Government. 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 bills 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 sum due from monthly fuel tax allotments which the Agency is normally entitled to receive from the Motor Vehicle Fund.

METHOD "B"

The Agency's share of the estimated total cost of the project will 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 will 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 participation 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 bills 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 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 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, 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, 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, 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.

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 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 112 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.