



Local Agency Preliminary Engineering Participating Agreement Work by WSDOT - Actual Cost		Local Agency Name & Address
Agreement Number		Section/Location
State Route	Control Section Number	
Region	Surety Bond	Attachments made a part of this agreement Exhibit A Estimate of Costs Exhibit B Description of Work Exhibit C Plan / Vicinity Map
Advance Payment Amount		

This Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named governmental entity (Local Agency), individually the 'Party' and collectively the 'Parties'.

Recitals

1. The Local Agency has requested that WSDOT perform certain work as described herein, and/or is responsible for a portion of the work as provided for under WAC 468-18-040(5)(d).
2. The Local Agency is obligated for the cost of work described herein.

Now Therefore, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, It Is Mutually Agreed As Follows:

1. General

- a. WSDOT, as agent acting for and on behalf of the Local Agency, agrees to perform the work as shown in Exhibit B Description of Work.
- b. Plans, specifications and cost estimates shall be prepared by WSDOT in accordance with the current Washington State Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted.
- c. The Local Agency agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance to WSDOT which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this Agreement.
- d. If a letter of acceptance is not received by WSDOT within 90 days following completion of the work, the work will be considered accepted by the Local Agency and shall release WSDOT from all future claims and demands of any nature resulting from the performance of the work under this Agreement.
- e. The Local Agency may withhold this acceptance of work by submitting written notification to WSDOT within the 90-day period. This notification shall include the reasons for withholding the acceptance.

2. PAYMENT

- a. The Local Agency, in consideration of the faithful performance of the work to be done by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect cost of the work as shown in Exhibit A Estimate of Cost.
- b. Partial payments shall be made by the Local Agency, upon request of WSDOT, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.
- c. The Local Agency agrees to make payment for the work to be done by WSDOT within thirty (30) days from receipt of billing from WSDOT.
- d. The Local Agency agrees that if payment for the work is not made within ninety (90) days after receipt of billing WSDOT may withhold any tax monies which the Local Agency is entitled to receive from the Motor Vehicle Fund until payment for the work is received by WSDOT. If the Local Agency is not entitled to receive Motor Vehicle Funds, a surety bond in the amount shown above written by a surety company authorized to do business in the state of Washington shall be furnished to WSDOT prior to execution by WSDOT of this agreement. The bond shall remain in force until written release by WSDOT.
- e. Payment not made within thirty (30) days after receipt of billings shall be considered "Past Due" and bear interest at the rate of one percent per month or fraction thereof until paid pursuant to RCW 43.17.240.
- f. The Local Agency agrees to pay WSDOT the "Advance Payment Amount" stated above within 20 days after WSDOT submits its first partial payment request to the Local Agency, when applicable.
- g. The advance payment represents approximately fifteen (15) percent of the estimate of cost and covers costs incurred by WSDOT in the initial stages of the project. The advance payment will be carried throughout the life of the project with final adjustment made in the final payment.

3. EXTRA WORK

- a. In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit A, this Agreement will be modified by a supplement Agreement covering said increase.
- b. In the event it is determined that any change from the description of work contained in this Agreement is required, approval must be secured from the Local Agency prior to the beginning of such work. Where the change is substantial, written approval must be secured.
- c. Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the Local Agency.

4. RIGHT OF ENTRY

The Local Agency hereby grants and conveys to WSDOT the right of entry upon all land which the Local Agency has interest, within or adjacent to the right of way of the highway, for the purpose of performing the preliminary engineering under this Agreement.

5. LEGAL RELATIONS

No liability shall attach to WSDOT or the Local Agency by reason of entering into this Agreement except as expressly provided herein.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date signed last below.

LOCAL AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature: _____ By: _____ Print Name Title: _____ Date: _____	Signature: _____ By: _____ Print Name Title: _____ Date: _____

Exhibit A - Estimate of Costs

YVCOG estimated reimbursement to WSDOT for the actual direct and related indirect cost of the work.

Community engagement - including mailing approximately 4,500 survey postcards in English and Spanish posters for local businesses and schools in both English and Spanish, and potentially displays for an in-person open house in the fall.

\$8,500 community engagement

13.23% indirect rate

\$9,624.55 Total

Traffic Data and analysis – Count locations not included in County or YVCOG programs, specialized traffic analysis, including costs, to evaluate and rank possible solutions to address the issues in the corridor

\$44,000 Traffic Data & analysis

13.23% indirect rate

\$49,821.20 Total

Project Contingency @25% per section 3a of agreement

\$59,445.75 Materials & Labor

25% contingency

\$74,307.19 Agreement Total*

* Estimate a 50/50 split for YVCOG UPWP's.

Exhibit B – Description of Work

WSDOT is performing a corridor study on behalf of Yakima Valley Conference of Governments to evaluate issues in the study limits and to identify recommendations for improvements. The study will review safety and operational issues on West Powerhouse Road with focus on the following intersections:

- North 40th Avenue
- Pecks Canyon Road
- Cowiche Canyon Road
- Ackley Road
- Naches Heights Road
- South Naches Road
- US 12/Old Naches Highway intersection

In addition, both River Road and Fruitvale Boulevard from N. 34th Avenue to N. 40th Avenue are included.

The study will review transportation network performance and accessibility gaps to support local growth and the traveling public. The study will identify ranked strategies to increase mobility and transportation alternatives for all modes while maintaining or improving the safe operation of the transportation network. Analysis will include review of current and proposed land use changes adjacent to the transportation network and their potential impacts to mobility and travel reliability. The study will use traffic modeling (system & spot location), origin-destination (O&D) information (previously gathered), linear regression analysis, and travel and operational demand management strategies to evaluate solutions.

The study will acknowledge non-motorized connections to area recreation areas and networks such as the Yakima Greenway/Yakima Naches Trail, Cowiche Creek Trail and Powerhouse Canal Pathway with further connections to William O. Douglas Trail.

WSDOT will work closely with project partners, stakeholders, and community members to gather feedback to understand issues in the study area as well as develop a list of solutions and strategies that will be effective and sustainable if implemented. This feedback will inform the solution evaluation and selection process that will be take place after the study.

Preliminary Schedule and Key Tasks

Winter 2021	<ul style="list-style-type: none">• Initiate study• Conduct research and compile traffic data• Develop Community Engagement Plan• Identify and convene M3 Team and Technical Subcommittee• Draft guiding documents: charter, scope of work/study process/schedule, baseline information, performance goals and gaps
Spring/Summer 2021	<ul style="list-style-type: none">• Conduct online open house and public survey on transportation issues related to West Powerhouse Road• Gather data and analyze performance• Work with Technical Subcommittee on performance measures, ranking of strategies, etc.• Meet with M3 Team to analyze progress and public survey results
Fall/Winter 2021	<ul style="list-style-type: none">• Update / Conduct open house on solutions and strategies; analyze results• Continue to work with M3 Team• Review results with YVCOG Transportation Board
January 2022	<ul style="list-style-type: none">• Final report and recommendations

Exhibit C - Vicinity Map

