

CONSULTANT SERVICES AGREEMENT

By this agreement dated October 22, 2021, the City of Yakima ("Client") requests and authorizes Transportation Engineering Northwest, LLC ("TENW") to provide transportation engineering services in conjunction with the 3rd & Division project located in Yakima, WA. The purpose of TENW's efforts will be to complete tasks as outlined in the attached Exhibit A.

Costs for TENW's scope of services will be \$28,200. Fixed fee tasks will be invoiced on a percent complete basis. Time and materials (T&M) tasks will be invoiced at TENW's hourly billing rates in effect at the time the work is performed. Changes in the scope of work will require a formal amendment of the contract before the Extra Work can be undertaken. Email transmission will be deemed effective for the authorization of Extra Work. Reimbursable and subconsultant expenses shall include a 10 percent markup.

Payment of each invoice is to be made within 30 days from date of invoice; the Client agrees to pay a service fee of 1.5 percent per month on all unpaid invoice amounts over 60 days old. TENW reserves the right to stop work if payment is not received within 60 days. Final report submittal, attendance and/or testifying at public hearings, attendance at extra meetings or responses to comments on TENW's work will not be made unless payment is up to date.

In case of suit or legal action is commenced to collect any outstanding payments due under this agreement, TENW shall be entitled to collect, in addition to the costs provided by statute, all reasonable attorney's fees. Any judgment shall bear interest at the rate of 1.5 percent per month on the outstanding balance.

Invoices will be emailed to the contact below:

City of Yakima
129 N Second Street
Yakima, WA 98901
ATTN: Bill Preston
Email: Bill.Preston@yakimawa.gov
Phone: (509) 576 6754

On behalf of the Client, I have signing authority, have read, understood and agree to the terms of this contract.

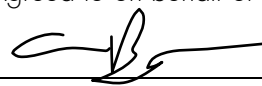
(Signature)

(Date)

(Printed Name)

(Phone No.)

Agreed to on behalf of TENW.



(Signature)

10 / 22 / 2021
(Date)

Chris Bicket, P.E. – Vice President

Phone: (206) 817-9400

EXHIBIT A

SCOPE OF SERVICES

3rd & Division Yakima, WA

Description of Project/Purpose: The proposed project includes evaluation of the traffic and pedestrian operations at the existing S 3rd Ave & Division St intersection to assess potential pedestrian crossing alternatives to improve safety.

SCOPE OF WORK

Task 100: Traffic Analysis

Fixed Fee Budget = \$21,500

1. Conduct a site visit to verify existing transportation conditions in the immediate site vicinity.
2. Collect existing weekday AM and PM peak period traffic volumes at the intersection of S 3rd Ave / Division Street on one weekday.
3. Collect existing 72-hour video traffic and pedestrian volumes and speed data at the intersection of S 3rd Ave / Division Street.
4. Document latest 3 years of collision history at the intersection of S 3rd Ave / Division Street and summarize by severity and type.
5. Document existing conditions in the study area including road network, traffic volumes, and non-motorized and transit facilities.
6. Develop future weekday AM and PM peak hour traffic volumes at the intersection of S 3rd Ave / Division Street. Growth rates and traffic generated by other planned developments (pipeline projects) in the study area to be used in determining future traffic volumes are assumed to be provided by the City.
7. Determine existing and future weekday AM and PM peak hour level of service (LOS) the intersection of S 3rd Ave / Division Street.
8. Evaluate 8-hour, 4-hour, peak, and pedestrian signal warrants per MUTCD guidelines.
9. Evaluate the need for Multi-Way Stop Control the intersection of S 3rd Ave / Division Street based on MUTCD guidelines.
10. Document the findings and recommendations in a memorandum for review by the Client.

Contract Terms Accepted by:

Client

_____ (initials) _____ (date)

TENW

CTB (initials) 10/22/2021 (date)

Task 200: Pedestrian Crossing Alternatives

T&M Budget = \$5,000

1. Recommend up to 1-4 alternatives for pedestrian improvements in the vicinity of the Yakima Chief Hops' campus and the 3rd & Division intersection. This will include coordination with the City of Yakima to determine the City's preferred pedestrian crossing alternatives.
2. Document the findings and recommendations in a memorandum for review by the Client.

Task 300: Pedestrian Crossing Concepts

Budget = To Be Determined

1. Develop high level concept drawings for up to 4 pedestrian crossing design alternatives. These concepts will identify any major improvements necessary to accommodate an alternate pedestrian crossing across 3rd Ave. These concepts will be over aerial base mapping at this stage and utilize City/GIS records to verify existing ROW.
2. Cost for this task will be determined based on the number of concepts chosen by the Client.

Task 400: Transportation Design

Budget = To Be Determined

1. TENW will prepare Channelization, Traffic Signal, and Street Lighting construction documents consistent with City of Yakima standards. Exact cost will be determined based on selection of preferred alternative chosen by the Client. The scope of improvements includes a new pedestrian crossing design for the one (1) recommended pedestrian improvement alternative. Improvements may include vehicle and pedestrian signals, placement of poles, conduit, junction boxes, controller/service cabinet placement, wiring and other associated elements. Photometric calculations will be provided for the intersection consistent with current City of Yakima Standards.
2. This scope of services and associated fee assumes up to three (3) submittal milestones for this task. These milestones included up to two (2) City review submittals, and one (1) City approval submittal. Submittal milestones in excess of this quantity, including client requested check sets, costing sets, etc. will require a supplement for additional services.
3. This scope of services and associated fee assumes jurisdiction approval of TENW's deliverable(s) for this task within 9 months of contract approval. Projects lasting longer than 9 months, outside of TENW's control, will require a supplement for additional services.
4. If needed, TENW will subcontract for survey services in support of this task.
5. Deliverables for this scope of work shall include:
 - Pavement Marking & Signing Plans (up to 2 Sheet, 24"x36")
 - Traffic Signal and Illumination Plans (1 sheets, 24"x36")
 - Traffic Signal and Illumination Notes & Details (1 sheets, 24"x36")
 - Photometric Plan (up to 1 Sheets, 22"x34")

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Task 500: Meetings

T&M Budget = \$1,500

This task is intended to cover our attendance at virtual meetings with the City and/or project team. Our time will be billed on an hourly basis up to an initial working budget of \$1,500. It is assumed that our attendance at City/team meetings will be on an as-needed basis.

Task 999: Reimbursable Expenses

Time & Materials = \$200 (Working Budget)

1. Reimbursable expenses will be invoiced on a time & material basis.
2. The budget provided herein is a working budget only and may require adjustment based on actual project needs.
3. Typical reimbursable expense include, but are not limited to, commute mileage, reproduction, couriers, etc.
4. There are no specified deliverables for this task.

COST ESTIMATE

Task	Description	Budget	Type
100	Traffic Analysis	\$21,500	Fixed Fee
200	Pedestrian Crossing Alternatives	\$5,000	T&M
300	Pedestrian Crossing Concepts	TBD	TBD
400	Transportation Design	TBD	TBD
500	Meetings	\$1,500	T&M
999	Reimbursable Expenses (estimate)	\$200	T&M
TOTAL COST ESTIMATE		\$28,200	

Reimbursable and subconsultant expenses shall include a 10 percent markup.

ASSUMPTIONS & EXCLUSIONS

The following assumptions and exclusions were made in the preparation of this Scope of Services:

1. This Scope of Services and associated fee are valid for 60 days.
2. Projects lasting longer than 12 months will require a supplement for additional services and fee adjustments.
3. Labor for time & materials tasks will be invoiced based on current TENW Billing Rates at the time services are performed.
4. If the review/permitting agency requires changes not included in the scope of work described herein, this will require a supplement for additional services.
5. This scope of work does not include preparation for or attendance at hearings/appeals unless otherwise identified in this contract.

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CB (initials) 10/22/2021 (date)

6. All permit/application fees shall be provided by the Client or others. All permits shall be obtained, and all applications shall be submitted by the Client or others.
7. Participation in meetings and/or conference calls in addition to those listed herein will require a supplement for additional services.
8. It is assumed that the City of Yakima will be the lead review/permitting agency for this project. All deliverables shall be prepared consistent with City of Yakima standards and specifications. If review/permitting involvement is required from other jurisdictions, it will require a supplement for additional services.
9. Revisions to the report and analysis due to changes in the site plan, including but not limited to a change in land use type or size, access location(s), or year of opening will require a supplement for additional services. Caution: Changing site plan and/or land use types or sizes is significant to our work and could result in a significant increase in cost to complete scope.
10. Submittal milestone quantities are as noted in each task description. Submittal milestones in excess of this quantity (including permitting agency submittals, check sets, client review submittals, etc.) shall be considered additional services, and will be invoiced on a time & materials basis in addition to the budget provided herein.
11. All permitting agency submittals shall be made by the Client or others. TENW will provide the Client with PDF copies of all deliverables for use in making required copies.
12. This Scope of Services does not include construction support services. Construction support services (bid support, pre-construction meeting attendance, submittal review, response to RFI's, etc.) can be added upon client request.
13. This Scope of Services does not include Record Drawing/As-Built preparation. Record Drawing/As-Built preparation can be added upon client request.
14. If required, easement and/or right-of-way acquisition coordination shall be provided by others (typically the civil engineer or the owner). If required, legal descriptions will be prepared by others (typically the project surveyor).
15. Design deviations, variances, and similar documentation materials are excluded from this proposal. Should the permitting agency or others require these types of documentation, it will require a supplement for additional services.
16. Civil Improvements Plans including sidewalk, curb ramps, drainage, grading, paving, TESC, etc. shall be provided by others.
17. If required, geotechnical and/or structural recommendations associated with traffic signal pole & street light pole foundations shall be provided by others.
18. Should adjustments to existing aerial or subsurface utilities be required to accommodate a new traffic signal and/or street light system, all necessary coordination with utility providers shall be provided by others (typically the developer/owner or Civil Engineer).
19. If applicable to the permitting agency, TENW will provide the Client with forms necessary for electrical service application. It is the responsibility of the Client to submit the forms and to notify the contractor of the power source location for bidding purposes. TENW will include the power source location on the construction documents ONLY if this information is forwarded to TENW by the Client once received from the electrical service provider.
20. If required by the permitting agency or others, potholing for signal pole locations, street light pole locations, or other subsurface conflicts shall be completed by others by contract with the Client. TENW will provide CAD files to the Client for their use in staking the location of proposed signal poles,

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- street light poles, and other elements related to TENW's scope of work.
21. Unless otherwise stated herein, on-site illumination design is excluded from this Scope of Services. TENW's scope of work is limited to roadway lighting in the public right-of-way only.
 22. For all WSDOT Channelization Plans and Plans for Approval (PFA), the project surveyor shall provide the right-of-way centerline and stationing for all project roads and intersecting roads in the project vicinity, as shown in the archived WSDOT right-of-way plan. The project surveyor shall also provide all limited access limits and turnback lines, etc.

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_____(initials) _____(date)

TENW

CNB (initials) 10/22/2021 (date)