

INTERLOCAL COOPERATION AGREEMENT
Between the
Cities of West Richland and Richland
Re: Badger Mountain South Traffic Mitigation

This INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this 21st day of June, 2023 (the “Effective Date”) by and between the **City of Richland** (hereinafter “Richland”), a Washington municipal corporation, and the **City of West Richland** (hereinafter “West Richland”), a Washington municipal corporation (referred to collectively as the “Parties”). This Agreement is made in conformance with and under the authority granted by Ch. 39.34 RCW, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, land development activity in Richland is predicted to impact operation and level of service of several intersections on West Richland’s road system as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022; and

WHEREAS, Richland and West Richland desire to establish a means by which Richland will fully mitigate the predicted impacts; and

WHEREAS, Richland enforces development impact mitigation obligations on land development activity through project environmental evaluation and collection of traffic impact fees; and

WHEREAS, Ch. 39.34 RCW, the Interlocal Cooperation Act, authorizes local governments to contract for the joint conduct of activities which each of the Parties is individually authorized to perform.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Parties agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Agreement is to authorize and structure Richland’s mitigation of the impacts to West Richland’s roadway system resulting from Badger Mountain South’s current and planned land development activities as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022.

Section 2. Legal Entity

No separate legal or administrative entity is created upon execution of this Interlocal Cooperation Agreement, and no property will be acquired or owned under this Agreement.

Section 3. Responsibilities of Richland

Richland shall have the following responsibilities:

1. Richland agrees to provide payment in the amount of **\$250,139** to West Richland for the construction of intersection improvements at the intersection of Keene Road and Bombing Range Road as part of West Richland’s Bombing Range Road & Keene Road Intersection

Modifications Project, subject to the following:

- a. Richland's source of funds for payment will be traffic impact fees paid pursuant to Title 12.03 of the Richland Municipal Code (RMC).
 - b. Richland's construction phase payment shall be made within thirty (30) calendar days of execution of this Agreement.
2. Richland agrees to provide payment in the amount of **\$3,299** to West Richland for the design, construction, and programming of phase 1 intersection improvements for right-turn overlap and pedestrian crossing delay programming at the intersection of Keene Road and Kennedy Road, subject to the following:
- a. Richland's source of funds for payment will be traffic impact fees paid pursuant to Title 12.03 RMC.
 - b. Richland's design, construction and programming phase payment shall be made no later than March 31, 2024.
3. As of May 2023, West Richland's Bombing Range Road and Kennedy Road Intersection Modification Project's total estimate cost at the project planning stage is approximately \$1,639,000. Richland agrees to provide payment to West Richland for forty-one percent (41%) of the actual total cost for the design, road right-of-way acquisition, and construction of intersection improvements at the intersection of Bombing Range Road/Dallas Road and Kennedy Road as part of West Richland's Bombing Range Road and Kennedy Road Intersection Modification Project as shown on **Exhibit A**, subject to the following:
- a. Richland's source of funds for payment will be traffic impact fees paid pursuant to Title 12.03 RMC. Payments under this Section are conditioned on development activity occurring that is subject to the code provisions providing traffic impact revenue sufficient to fund said obligations.
 - b. Richland's obligations for this project are limited to the intersection improvements needed to mitigate the impacts identified in the February 16, 2022, Traffic Impact Analysis, as shown on **Exhibit A**. If West Richland designs the project to include additional features to achieve other objectives the costs of those features shall not be included in invoicing to Richland.
 - c. Presuming the referenced development activity occurs, West Richland has tentatively scheduled the project design and road right-of-way phase to begin March 31, 2025, and the construction phase to begin March 31, 2027.
 - d. Presuming the referenced development activity occurs, West Richland will invoice Richland, on a not more frequent basis than monthly, for actual work as completed. West Richland shall provide backup documentation for each invoice submitted to Richland. Richland will pay the balance within thirty (30) calendar days of receipt of an invoice.
4. As of May 2023, West Richland's Dallas Road and Arena Road Intersection Modification Project's total estimate cost at the project planning stage is approximately \$219,722. Richland agrees to provide payment to West Richland for one hundred percent (100%) of the actual

cost for the design and construction of intersection improvements at the intersection of Dallas Road and Arena Road and shown on **Exhibit B**, subject to the following:

- a. Richland's source of funds for payment will be traffic impact fees paid pursuant to Title 12.03 RMC. Payment under this Section is conditioned on development activity occurring that is subject to the code provisions providing traffic impact revenue sufficient to fund said obligations.
 - b. Richland's obligations for this project are limited to the intersection improvements needed to mitigate the impacts identified in the February 16, 2022, Traffic Impact Analysis, as shown on **Exhibit B**. If West Richland designs the project to include additional features to achieve other objectives the costs of those features shall not be included in invoicing to Richland.
 - c. Presuming the referenced development activity occurs, West Richland has tentatively scheduled the project design and road right-of-way phase to begin March 31, 2025, and the construction phase to begin March 31, 2027.
 - d. Presuming the referenced development activity occurs, West Richland will invoice Richland, on a not more frequent basis than monthly, for actual work as completed. West Richland shall provide backup documentation for each invoice submitted to Richland. Richland will pay the balance within thirty (30) calendar days of receipt of an invoice.
 - e. Richland agrees to timely review permit applications submitted by West Richland for intersection improvements at the intersection of Dallas Road and Arena Road and improvements to Arena Road and will issue said permits at no cost upon demonstrated compliance with the City's infrastructure permitting code and process.
5. As of May 2023, West Richland's Keene Road and Kennedy Road Intersection Modification Phase 2 Project's total estimate cost at the project planning stage is approximately \$1,817,200. Richland agrees to provide payment to West Richland for eleven percent (11%) of the actual cost to West Richland for the design and construction of phase 2 intersection improvements at the intersection of Keene Road and Kennedy Road as shown on **Exhibit C**, subject to the following:
- a. Richland's source of funds for payment will be traffic impact fees paid pursuant to Title 12.03 RMC. Payments under this section are conditioned on development activity occurring that is subject to the code provisions providing traffic impact revenue sufficient to fund said obligations.
 - b. Richland's obligations for this project are limited to the intersection improvements needed to mitigate the impacts identified in the February 16, 2022, Traffic Impact Analysis, as shown on **Exhibit C**. If West Richland designs the project to include additional features to achieve other objectives the costs of those features shall not be included in invoicing to Richland.
 - c. Presuming the referenced development activity occurs, West Richland has tentatively scheduled the project design and road right-of-way phase to begin March 31, 2035, and the construction phase to begin March 31, 2038.

Presuming the referenced development activity occurs, West Richland will invoice Richland, on a not more frequent basis than monthly, for actual work as completed. West Richland shall provide backup documentation for each invoice submitted to Richland. Richland will pay the balance within thirty (30) calendar days of receipt of an invoice.

6. The aforementioned projects and associated payment schedules are based on an estimated pace of development for the land development activities identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022. The aforementioned payment obligations are subject to availability of funds in the Zone 3 account of Richland's traffic impact fee program. Further, nothing in this Agreement shall be construed as creating an obligation on the City of Richland to pay from any other funding source whatsoever held by the City of Richland.
7. Richland shall make its best effort to set aside funds from revenues collected in Zone 3 to support the payments contemplated under this Agreement. The Parties agree to negotiate in good faith an amendment to this Agreement to either slow or accelerate payments due and, if necessary, adjust payment amounts to West Richland if the estimated pace of development relied on in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022, changes significantly.
8. Richland anticipates entering into multiple agreements to distribute traffic impact fee funds for identified mitigation projects. Richland shall prioritize reimbursements to public agency partners such as West Richland over payments to land developers.

Section 4. Responsibilities of West Richland

West Richland shall have the following obligations:

1. West Richland agrees to design and construct intersection improvements at the intersection of Keene Road and Bombing Range Road as part of West Richland's Bombing Range Road & Keene Road Intersection Modifications Project. West Richland's source of funds for design and construction activities will be from traffic impact fees paid pursuant to Chapter 16.14 of the West Richland Municipal Code (WRMC) and payments from Richland under this Agreement. The design and construction activities are conditioned on development activity occurring for which West Richland will receive payment from Richland under this Agreement.
2. West Richland agrees to design, construct and program phase 1 intersection improvements for right-turn overlap and pedestrian crossing delay programming at the intersection of Keene Road and Kennedy Road. West Richland's source of funds for design, construction and programming activities will be from traffic impact fees paid pursuant to Chapter 16.14 WRMC and payments from Richland under this Agreement. The design, construction and programming activities are conditioned on development activity occurring for which West Richland will receive payment from Richland under this Agreement.
3. West Richland agrees to design, acquire necessary road right-of-way, and construct intersection improvements at the intersection of Bombing Range Road/Dallas Road and Kennedy Road as part of West Richland's Bombing Range Road and Kennedy Road Intersection Modification Project and shown on **Exhibit A**. West Richland's source of funds for design, road right-of-way acquisition and construction activities will be from traffic

impact fees paid pursuant to Chapter 16.14 WRMC and payments from Richland under this Agreement. The design, road right-of-way acquisition and construction activities are conditioned on development activity occurring for which West Richland will receive payment from Richland under this Agreement and subject to availability of funds in the 355-fund account of West Richland Richland's traffic impact fee program. Further, nothing in this Agreement shall be construed as creating an obligation on the City of West Richland to pay from any other funding source whatsoever held by the City of West Richland.

4. West Richland agrees to design and construct intersection improvements at the intersection of Dallas Road and Arena Road and shown on **Exhibit B**. West Richland's source of funds for design and construction activities will be from traffic impact fees paid pursuant to Chapter 16.14 WRMC and payments from Richland under this Agreement. The design and construction activities are conditioned on development activity occurring for which West Richland will receive payment from Richland under this Agreement and subject to availability of funds in the 355-fund account of West Richland Richland's traffic impact fee program. Further, nothing in this Agreement shall be construed as creating an obligation on the City of West Richland to pay from any other funding source whatsoever held by the City of West Richland.
5. West Richland agrees to design and construct phase 2 intersection improvements at the intersection of Keene Road and Kennedy Road as shown on **Exhibit C**. West Richland's source of funds for design and construction activities will be from traffic impact fees paid pursuant to Chapter 16.14 WRMC and payments from Richland. The design and construction activities are conditioned on development activity occurring for which West Richland will receive payment from Richland under this Agreement and subject to availability of funds in the 355-fund account of West Richland Richland's traffic impact fee program. Further, nothing in this Agreement shall be construed as creating an obligation on the City of West Richland to pay from any other funding source whatsoever held by the City of West Richland.
6. The aforementioned projects and associated payment schedules are based on an estimated pace of development for the land development activities identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022. The Parties agree to negotiate in good faith an amendment to this Agreement to either slow or accelerate payments due and, if necessary, adjust payment amounts to West Richland if the estimated pace of development relied on in the Badger Mountain South Traffic Impact Analysis dated February 2, 2022, changes significantly.
7. West Richland agrees that the terms of this Agreement provide full and complete mitigation of the known or anticipated impacts to West Richland's roadway system from the current planned Badger Mountain South land development activities as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022.
8. Upon payment in full by Richland under this Agreement, West Richland covenants not to bring any claim whatsoever related to mitigation of traffic impacts on West Richland's roadway system from the current planned Badger Mountain South land development activities as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022.

Section 5. Duration

The Agreement shall be effective when executed by both Richland and West Richland and shall remain in effect until the last project contemplated herein is completed and accepted by the City of West Richland unless terminated as set forth in Section 6.

Section 6. Termination

This Agreement may be terminated only by mutual agreement of both parties. Termination shall become effective upon the date the last signing party executes an agreed notice of termination.

Section 7. Notices

Notice given under this Agreement shall be in writing, and may be by mail, personal delivery, or email transmission. The Parties are responsible for keeping the contact information below current. Written notices shall be directed to the Parties as follows:

City of Richland
625 Swift Boulevard, MS-26
Richland, WA. 99352
Attn: Public Works Director
progalsky@ci.richland.wa.us

City of West Richland
3100 Belmont Blvd., Suite 102
West Richland, WA. 99353
Attn: Public Works Director
roscoe@westrichland.org

Section 8. Filing

Pursuant to RCW 39.34.040, this Agreement shall become effective on the Effective Date first written above only upon filing with the Benton County Auditor or posting on each agency's website after full execution by the Parties.

Section 9. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned Party. If Richland conducts an update to the February 16, 2022, Traffic Impact Analysis or causes an update to be completed by others that documents material changes to the impacts on West Richland's road system the Parties agree to negotiate an amendment to this agreement to reflect the changes in mitigation needed to resolve impacts to West Richland's road system.

Section 10. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 11. Jurisdiction & Venue

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed in accordance with the laws of the State of Washington.

Section 12. Waiver

No waiver by either Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

Section 13. Authority to Execute

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this agreement on behalf of the entity or party for which he or she is signing. The parties hereby warrant to each other that each has full power and authority to enter into this agreement and to undertake the actions contemplated herein, and that this agreement is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written above.

City of Richland

City of West Richland



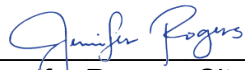
Jon Amundson, ICMA-CM
City Manager



Brent Gerry, Mayor

Attest:

Attest:



Jennifer Rogers, City Clerk



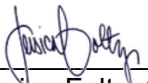
Stephanie Haug, City Clerk

Approved as to form:

Approved as to form:

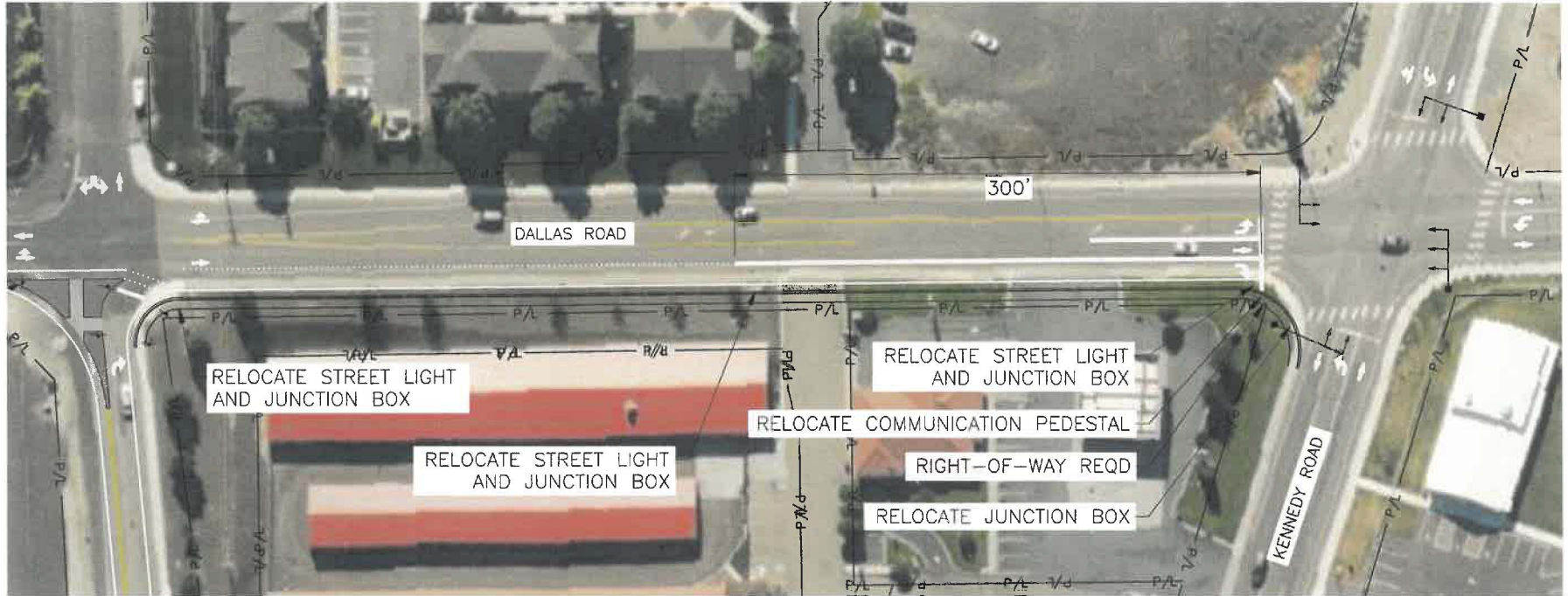


Heather Kintzley, City Attorney



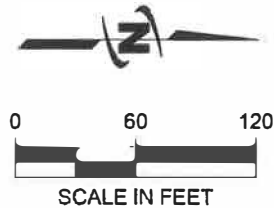
Jessica Foltz, City Attorney

EXHIBIT A



ASSUMPTIONS:

- 6"-3"-9" TYP. SECTION (FROM KEENE/BRR)
- ESTIMATE INCL. CURB RETURN @ DALLAS/ARENA
- ESTIMATE INCL. REMOVAL OF 2 CBS AND 2 DRYWELLS TO BE REPLACED WITH NEW (10 LF OF PIPE ASSUMED AT EACH)



The Design/Construct/Manage (DCM) contract was awarded to JUB Engineers, Inc. by the City of West Richland, Tennessee, on 08/14/2014. The project is located at the intersection of Dallas Road and Kennedy Road in the City of West Richland, Tennessee. The project is a traffic mitigation project for the intersection of Dallas Road and Kennedy Road. The project is a traffic mitigation project for the intersection of Dallas Road and Kennedy Road.



Badger Mountain South Traffic Mitigation
 City of West Richland
 Dallas Road/Kennedy Road Mitigation Concept



ENGINEER'S OPINION OF PROBABLE COST

PROJECT: Badger Mountain South Traffic Mitigation

PROJECT DESCRIPTION: Kennedy Road/Dallas Road Mitigation Concept

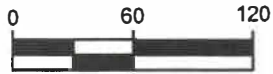
CLIENT: CITY OF WEST RICHLAND

J-U-B PROJ. NO.: 30-22-003-014

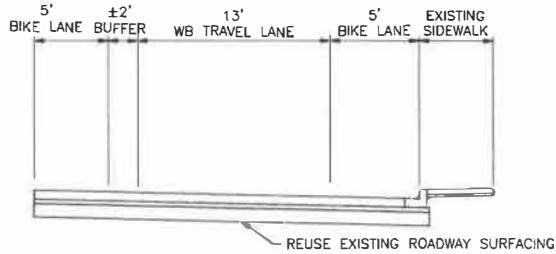
ITEM NO.	WSDOT STD NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
SCHEDULE A - BASE BID						
PREPARATION						
1	0001	MOBILIZATION (10%)	1	L.S.	\$ 76,300.00	\$ 76,300.00
2	0120	REMOVING ASPHALT CONC. PAVEMENT	333	S.Y.	\$ 10.00	\$ 3,333.33
3	0049	REMOVING DRAINAGE STRUCTURE	4	EA.	\$ 1,500.00	\$ 6,000.00
4	0187	REMOVING PAINT LINE	614	L.F.	\$ 1.20	\$ 736.80
5	0100	REMOVING CEMENT CONC. SIDEWALK	341	S.Y.	\$ 20.00	\$ 6,822.22
6	0108	REMOVING CEMENT CONC. CURB AND GUTTER	713	L.F.	\$ 7.00	\$ 4,991.00
7		REMOVING TREE	8	EA.	\$ 500.00	\$ 4,000.00
8		RELOCATING COMMUNICATION PEDESTAL	1	EA.	\$ 2,500.00	\$ 2,500.00
9		RELOCATING JUNCTION BOX	1	EA.	\$ 2,500.00	\$ 2,500.00
10	0025	CLEARING AND GRUBBING	0.2	AC.	\$ 4,700.00	\$ 861.24
11		RECORD DRAWINGS (MINIMUM BID \$2500)	1	L.S.	\$ 2,500.00	\$ 2,500.00
GRADING						
12	0310	ROADWAY EXCAVATION INCL. HAUL	443	C.Y.	\$ 25.00	\$ 11,086.11
13	0470	EMBANKMENT COMPACTION	250	C.Y.	\$ 10.00	\$ 2,500.00
DRAINAGE						
14	3091	CATCH BASIN TYPE 1	2	EA.	\$ 2,000.00	\$ 4,000.00
15	1062	PRECAST CONCRETE DRYWELL	2	EA.	\$ 7,500.00	\$ 15,000.00
16	3577	SOLID WALL PVC STORM SEWER PIPE 12 IN. DIAM.	20	L.F.	\$ 86.00	\$ 1,720.00
17		SHORING-TRENCH SAFETY SYSTEMS	20	L.F.	\$ 1.00	\$ 20.00
SURFACING						
18	5115	CRUSHED SURFACING TOP COURSE	74	C.Y.	\$ 50.00	\$ 3,695.37
19	5095	CRUSHED SURFACING BASE COURSE	222	C.Y.	\$ 50.00	\$ 11,086.11
20	6510	SOIL RESIDUE HERBICIDE	887	S.Y.	\$ 1.00	\$ 886.89
HOT MIX ASPHALT						
21	5767	HMA CL. 1/2 IN. PG 64-28H	310	TON	\$ 130.00	\$ 40,353.44
22	5830	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	CALC	\$ (1.00)	\$ (1.00)
23	5835	COMPACTION PRICE ADJUSTMENT	CALC	CALC	\$ (1.00)	\$ (1.00)
EROSION CONTROL AND ROADSIDE PLANTING						
24	8058	LANDSCAPE RESTORATION	1	L.S.	\$ 7,500.00	\$ 7,500.00
25	6471	INLET PROTECTION	7	EA.	\$ 150.00	\$ 1,050.00
TRAFFIC						
26	7058	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	3	EA.	\$ 2,500.00	\$ 7,500.00
27	7042	ADA FEATURES SURVEYING	1	L.S.	\$ 5,000.00	\$ 5,000.00
28	7055	CEMENT CONC. SIDEWALK	383	S.Y.	\$ 55.00	\$ 21,083.33
29	6700	CEMENT CONC. TRAFFIC CURB AND GUTTER	690	L.F.	\$ 45.00	\$ 31,050.00
30	6806	PAINT LINE	1,040	L.F.	\$ 1.50	\$ 1,560.00
31	6818	PLASTIC WIDE LINE	397	L.F.	\$ 2.00	\$ 794.00
32	6859	PLASTIC STOP LINE	42	L.F.	\$ 20.00	\$ 840.00
33	6833	PLASTIC TRAFFIC ARROW	4	EA.	\$ 200.00	\$ 800.00
34	6857	PLASTIC CROSSWALK LINE	80	S.F.	\$ 15.00	\$ 1,200.00
35	6890	PERMANENT SIGNING	1	L.S.	\$ 2,500.00	\$ 2,500.00
36	6904	ILLUMINATION SYSTEM	1	L.S.	\$ 50,000.00	\$ 20,000.00
37	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 20,000.00	\$ 20,000.00
36	6912	TRAFFIC SIGNAL SYSTEM	1	L.S.	\$ 500,000.00	\$ 500,000.00
38	7059	CEMENT CONC. DRIVEWAY ENTRANCE TYPE CITY	58	S.Y.	\$ 90.00	\$ 5,250.00
OTHER ITEMS						
39		CONSTRUCTION SURVEYING	1	L.S.	\$ 7,500.00	\$ 7,500.00
40	7736	SPCC PLAN	1	L.S.	\$ 3,000.00	\$ 3,000.00
41		TEMPORARY EROSION AND SEDIMENT CONTROL PLAN	1	L.S.	\$ 2,000.00	\$ 2,000.00
SUBTOTAL CONSTRUCTION COST						\$ 840,000

ITEM NO.	WSDOT STD NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
		SALES TAX @ 0%				0
		CONTINGENCY			30%	\$ 252,000
		CONSTRUCTION TOTAL				\$ 1,092,000
		CONSTRUCTION ENGINEERING			15%	\$ 163,800
		DESIGN ENGINEERING			10%	\$ 109,200
		RIGHT OF WAY				\$ 15,000
		TOTAL ESTIMATED COST (2021 DOLLARS)				\$ 1,380,000

EXHIBIT B



SCALE IN FEET



ASSUMPTIONS:

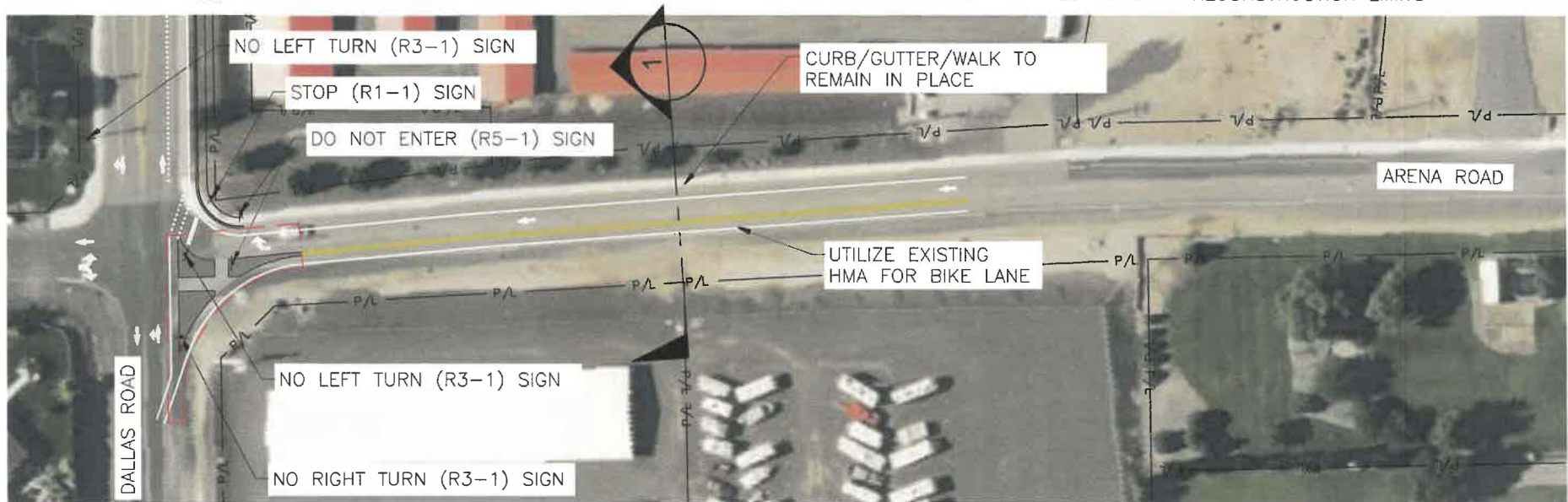
- ESTIMATE INCLUDES ALL STRIPING ON ARENA, TRAFFIC ISLANDS, AND SIGNAGE. ESTIMATE DOES NOT INCL. N.E. QUADRANT CURB RETURN.
- 6"-3"-9" TYP. SECTION (FROM KEENE/BRR)
- RESTRIPE ALL EDGE LINES AND YELLOW BUFFER AREA AS SHOWN BELOW
- REMOVING CENTERLINE STRIPE ON ARENA
- DRAINAGE IS HANDLED FROM EXIST. FACILITIES AND/OR FROM DALLAS/KENNEDY PROJECT
- ISLAND LOCATION SET TO MATCH FUTURE 3-LANE TYPICAL SECTION ON DALLAS RD

LEGEND

- TEXTURED AND PIGMENTED CEM. CONC. FOR ISLANDS
- CEMENT. CONC. FOR ISLAND WALKWAYS

--- PROPOSED ROADWAY RECONSTRUCTION LIMITS

1 ARENA RD TYPICAL SECTION
SCALE:NTS



The Project/Package was prepared by JUB Engineers, Inc. for the City of West Richland. All rights reserved. No part of this document may be reproduced without the prior written consent of JUB Engineers, Inc.





ENGINEER'S OPINION OF PROBABLE COST

PROJECT: Badger Mountain South Traffic Mitigation

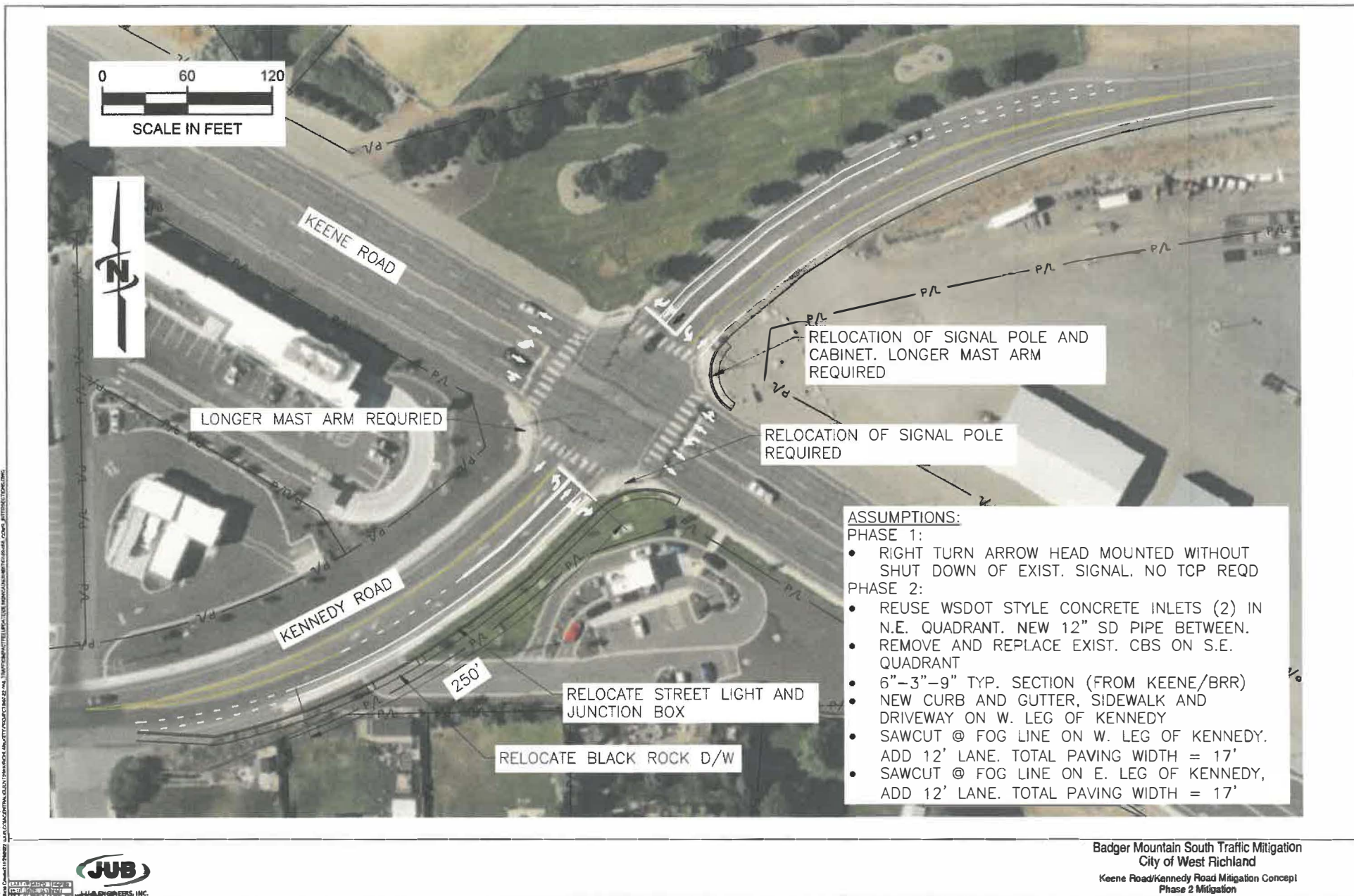
PROJECT DESCRIPTION: Dallas Road/Arena Road Mitigation Concept

CLIENT: CITY OF WEST RICHLAND

J-U-B PROJ. NO.: 30-22-003-014

ITEM NO.	WSDOT STD NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
SCHEDULE A - BASE BID						
PREPARATION						
1	0001	MOBILIZATION (10%)	1	L.S.	\$ 10,400.00	\$ 10,400.00
2	0120	REMOVING ASPHALT CONC. PAVEMENT	333	S.Y.	\$ 10.00	\$ 3,333.33
3	0187	REMOVING PAINT LINE	460	L.F.	\$ 1.20	\$ 552.00
4		RECORD DRAWINGS (MINIMUM BID \$2500)	1	L.S.	\$ 2,500.00	\$ 2,500.00
GRADING						
5	0310	ROADWAY EXCAVATION INCL. HAUL	100	C.Y.	\$ 25.00	\$ 2,500.00
6	0470	EMBANKMENT COMPACTION	100	C.Y.	\$ 10.00	\$ 1,000.00
SURFACING						
7	5115	CRUSHED SURFACING TOP COURSE	8	C.Y.	\$ 75.00	\$ 581.94
8	5095	CRUSHED SURFACING BASE COURSE	23	C.Y.	\$ 75.00	\$ 1,745.83
9	6510	SOIL RESIDUE HERBICIDE	93	S.Y.	\$ 1.00	\$ 93.11
HOT MIX ASPHALT						
10	5767	HMA CL. 1/2 IN. PG 64-28H	104	TON	\$ 150.00	\$ 15,551.67
11	5830	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	CALC	\$ (1.00)	\$ (1.00)
12	5835	COMPACTION PRICE ADJUSTMENT	CALC	CALC	\$ (1.00)	\$ (1.00)
EROSION CONTROL AND ROADSIDE PLANTING						
13	6471	INLET PROTECTION	2	EA.	\$ 150.00	\$ 300.00
TRAFFIC						
14		CEMENT CONC. FOR ISLAND WALKWAYS	36	S.Y.	\$ 70.00	\$ 2,527.78
15	7054	DETECTABLE WARNING SURFACE	48	S.F.	\$ 40.00	\$ 1,920.00
16		TEXTURED AND PIGMENTED CEM. CONC. FOR ISLANDS	101	S.Y.	\$ 100.00	\$ 10,088.89
17	7042	ADA FEATURES SURVEYING	1	L.S.	\$ 5,000.00	\$ 5,000.00
18	6701	CEMENT CONC. TRAFFIC CURB	290	L.F.	\$ 60.00	\$ 17,400.00
19	6806	PAINT LINE	1,482	L.F.	\$ 1.50	\$ 2,223.00
20	6859	PLASTIC STOP LINE	16	L.F.	\$ 20.00	\$ 320.00
21	6833	PLASTIC TRAFFIC ARROW	1	EA.	\$ 200.00	\$ 200.00
22	6857	PLASTIC CROSSWALK LINE	64	S.F.	\$ 15.00	\$ 960.00
23	6890	PERMANENT SIGNING	1	L.S.	\$ 5,000.00	\$ 5,000.00
24	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 20,000.00	\$ 20,000.00
OTHER ITEMS						
25		CONSTRUCTION SURVEYING	1	L.S.	\$ 5,000.00	\$ 5,000.00
26	7736	SPCC PLAN	1	L.S.	\$ 3,000.00	\$ 3,000.00
27		TEMPORARY EROSION AND SEDIMENT CONTROL PLAN	1	L.S.	\$ 2,000.00	\$ 2,000.00
SUBTOTAL CONSTRUCTION COST						\$ 114,000
. SALES TAX @ 0%						0
CONTINGENCY						30% \$ 34,200
CONSTRUCTION TOTAL						\$ 148,200
CONSTRUCTION ENGINEERING						15% \$ 22,230
DESIGN ENGINEERING						10% \$ 14,820
TOTAL ESTIMATED COST (2022 DOLLARS)						\$ 185,000

EXHIBIT C





ENGINEER'S OPINION OF PROBABLE COST

PROJECT: Badger Mountain South Traffic Mitigation

PROJECT DESCRIPTION: Keene Road/Kennedy Road Phase 2 Mitigation Concept

CLIENT: CITY OF WEST RICHLAND

J-U-B PROJ. NO.: 30-22-003-014

ITEM NO.	WSDOT STD NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
SCHEDULE A - BASE BID						
PREPARATION						
1	0001	MOBILIZATION (10%)	1	L.S.	\$ 58,600.00	\$ 58,600.00
2	0120	REMOVING ASPHALT CONC. PAVEMENT	333	S.Y.	\$ 10.00	\$ 3,333.33
3	0049	REMOVING DRAINAGE STRUCTURE	2	EA.	\$ 1,500.00	\$ 3,000.00
4	0187	REMOVING PAINT LINE	1,275	L.F.	\$ 1.20	\$ 1,530.00
		REMOVING AND RESETTING DROP INLET	2	EA.	\$ 1,800.00	\$ 3,600.00
		CONNECTING TO EXISTING STORM PIPE	1	L.S.	\$ 500.00	\$ 500.00
5	0100	REMOVING CEMENT CONC. SIDEWALK	44	S.Y.	\$ 20.00	\$ 888.89
6	0108	REMOVING CEMENT CONC. CURB AND GUTTER	400	L.F.	\$ 7.00	\$ 2,800.00
7	0199	REMOVING PAINTED TRAFFIC MARKING	4	EA.	\$ 120.00	\$ 480.00
8		REMOVING TREE	3	EA.	\$ 500.00	\$ 1,500.00
9	0025	CLEARING AND GRUBBING	0.2	AC.	\$ 4,700.00	\$ 832.75
10		RECORD DRAWINGS (MINIMUM BID \$2500)	1	L.S.	\$ 2,500.00	\$ 2,500.00
GRADING						
11	0310	ROADWAY EXCAVATION INCL. HAUL	268	C.Y.	\$ 25.00	\$ 6,698.61
12	0470	EMBANKMENT COMPACTION	202	C.Y.	\$ 10.00	\$ 2,017.78
DRAINAGE						
13	3091	CATCH BASIN TYPE 1	2	EA.	\$ 2,000.00	\$ 4,000.00
14	3577	SOLID WALL PVC STORM SEWER PIPE 12 IN. DIAM.	150	L.F.	\$ 86.00	\$ 12,900.00
15		SHORING-TRENCH SAFETY SYSTEMS	150	L.F.	\$ 1.00	\$ 150.00
SURFACING						
16	5115	CRUSHED SURFACING TOP COURSE	92	C.Y.	\$ 50.00	\$ 4,583.33
17	5095	CRUSHED SURFACING BASE COURSE	275	C.Y.	\$ 50.00	\$ 13,750.00
18	6510	SOIL RESIDUE HERBICIDE	1,545	S.Y.	\$ 1.00	\$ 1,544.78
HOT MIX ASPHALT						
19	5767	HMA CL. 1/2 IN. PG 64-28H	545	TON	\$ 130.00	\$ 70,904.17
20	5830	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	CALC	\$ (1.00)	\$ (1.00)
21	5835	COMPACTION PRICE ADJUSTMENT	CALC	CALC	\$ (1.00)	\$ (1.00)
EROSION CONTROL AND ROADSIDE PLANTING						
22	8058	LANDSCAPE RESTORATION	1	L.S.	\$ 7,500.00	\$ 7,500.00
23	6471	INLET PROTECTION	5	EA.	\$ 150.00	\$ 750.00
TRAFFIC						
24	7059	CEMENT CONC. DRIVEWAY TYPE 1	25	S.Y.	\$ 90.00	\$ 2,250.00
25	7058	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	4	EA.	\$ 2,500.00	\$ 10,000.00
26	7042	ADA FEATURES SURVEYING	1	L.S.	\$ 2,000.00	\$ 2,000.00
27	7055	CEMENT CONC. SIDEWALK	266	S.Y.	\$ 55.00	\$ 14,605.56
28	6700	CEMENT CONC. TRAFFIC CURB AND GUTTER	496	L.F.	\$ 45.00	\$ 22,320.00
29	6806	PAINT LINE	2,330	L.F.	\$ 1.50	\$ 3,495.00
30	6818	PLASTIC WIDE LINE	453	L.F.	\$ 2.00	\$ 906.00
31	6859	PLASTIC STOP LINE	65	L.F.	\$ 20.00	\$ 1,300.00
32	6833	PLASTIC TRAFFIC ARROW	8	EA.	\$ 200.00	\$ 1,600.00
33	6857	PLASTIC CROSSWALK LINE	350	S.F.	\$ 15.00	\$ 5,250.00
34	6912	TRAFFIC SIGNAL SYSTEM	1	L.S.	\$ 200,000.00	\$ 200,000.00
35	6890	PERMANENT SIGNING	1	L.S.	\$ 5,000.00	\$ 5,000.00
36	6904	ILLUMINATION SYSTEM	1	L.S.	\$ 30,000.00	\$ 30,000.00
37	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 125,000.00	\$ 125,000.00
OTHER ITEMS						
38		CONSTRUCTION SURVEYING	1	L.S.	\$ 12,000.00	\$ 12,000.00
39	7736	SPCC PLAN	1	L.S.	\$ 3,000.00	\$ 3,000.00
40		TEMPORARY EROSION AND SEDIMENT CONTROL PLAN	1	L.S.	\$ 2,000.00	\$ 2,000.00
SUBTOTAL CONSTRUCTION COST						\$ 645,000

ITEM NO.	WSDOT STD NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
		SALES TAX @ 0%				0
		CONTINGENCY			30%	\$ 193,500
		CONSTRUCTION TOTAL				\$ 838,500
		CONSTRUCTION ENGINEERING			15%	\$ 125,775
		DESIGN ENGINEERING			10%	\$ 83,850
		TOTAL ESTIMATED COST (2022 DOLLARS)				\$ 1,048,000

RESOLUTION NO. 2023-86

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE
CITY OF WEST RICHLAND FOR BADGER MOUNTAIN SOUTH
TRAFFIC IMPACT MITIGATION.**

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes local governments to contract for the joint conduct of activities which each of the parties is individually authorized to perform; and

WHEREAS, land development activity in the City is predicted to impact the operation and level of service of several intersections on West Richland's road system as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022; and

WHEREAS, the cities of Richland and West Richland desire to establish a means by which Richland will fully mitigate the predicted traffic impacts in West Richland; and

WHEREAS, mitigation of the predicted traffic impacts in West Richland will resolve issues expected to stem from the Badger Mountain South development and allow it to continue; and

WHEREAS, the cities of Richland and West Richland have successfully negotiated an interlocal agreement to fully and completely mitigate traffic impacts predicted to occur due to the Badger Mountain South development; and

WHEREAS, the City's best interests are served by adequately mitigating the predicted traffic impact issues with West Richland resulting from development in Badger Mountain South.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the City of West Richland for Badger Mountain South traffic impact mitigation.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.


ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of June, 2023.


Terry Christensen, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney