

Note: Governor Inslee's Proclamation 20-28 prohibits Council meetings from being conducted in person. For this meeting, Council will meet remotely and only take action on necessary and routine matters, or matters specific to the City's COVID-19 response, until such time as regular public participation is possible. The public may attend this meeting remotely by calling the phone numbers provided.



Agenda  
City Council Special Meeting  
Wednesday, May 20, 2020

Public Telephone Access: (206) 337-9723 or (253) 215-8782; Meeting ID No. 983 0012 0210

Public Hearing and Public Comment Request Form: [Here](#)

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## **City Council Special Meeting - 1:00 p.m.**

### **Welcome and Roll Call**

### **Pledge of Allegiance**

**Public Comments:** Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk.

### **Consent Calendar - Resolutions for Adoption:**

1. Resolution No. 72-20, Authorizing the Award of Bid to Apollo, Inc. for the Duportail Bridge - Phase 2 Project  
- Pete Rogalsky, Public Works Director
2. Resolution 73-20, Authorizing a Purchase and Sale Agreement with Kreme Properties, LLC for Right-of-Way Acquisition in Support of the Duportail Street- Queensgate Drive Intersection Improvements  
- Pete Rogalsky, Public Works Director
3. Resolution No. 74-20, Authorizing the Acquisition of Real Property Interests from the Tri-City Railroad Company, LLC in Support of the Center Parkway Extension Project  
- Heather Kintzley, City Attorney

### **Items of Business:**

4. COVID-19 Council Discussion  
- City Council

### **Reports and Comments:**

5. City Manager
6. City Council
7. Mayor

### **Adjournment**

City Council meetings are broadcast live on CityView Channel 192 and online at [ci.richland.wa.us](http://ci.richland.wa.us)

Richland City Hall is ADA accessible. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 942-7389.



## COUNCIL AGENDA ITEM COVERSHEET

Council  
Date: 5/20/2020

Agenda Category: Consent Calendar: Resolutions -  
Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

**Subject:**

Resolution No. 72-20, Authorizing the Award of Bid to Apollo, Inc. for the Duportail Bridge - Phase 2 Project

Department:  
Public Works

Ordinance/Resolution Number:  
72-20

Document Type:  
Resolution

**Recommended Motion:**

Adopt Resolution No. 72-20, authorizing the City Manager to sign and execute a construction contract with Apollo, Inc. for the Duportail Bridge - Phase 2 Project.

**Summary:**

Richland's 2020-2025 Transportation Improvement Program and its 2020-2025 Capital Improvement Plan include the Duportail Bridge as a key transportation system improvement.

On January 2, 2018, Council awarded the first phase of the Duportail Bridge project, consisting primarily of the bridge construction. The second and final phase of the project consists primarily of widening and improving the intersection of SR-240 and Duportail Street, and the nearby at-grade railroad crossing.

City staff and its consultant team have completed all project development and design work to advance Phase 2 to construction. On May 12, 2020, staff received and opened five (5) bids in response to the City's solicitation. Apollo, Inc. submitted the lowest responsible bid. Apollo's bid was approximately \$600,000 lower than the engineer's estimate, and the project budget is adequate to complete the project according to the City's planning documents (TIP, CIP), project design and lowest responsible bid.

A special meeting is being held to address this routine and necessary item since time is of the essence, and the City is holding only one regular meeting a month due to the COVID-19 outbreak. Staff recommends adoption of Resolution No. 72-20.

**Fiscal Impact:**

The Duportail Bridge - Phase 2 project expenses, including construction, construction management, contingency, city electrical and city fiber, are estimated to be \$4,513,946. Approximately \$7,630,000 is available in the Duportail Bridge project budget. The water portion of Phase 2 is estimated to cost \$511,838, which includes construction, construction management and contingency. \$958,605 is available in the Yakima River Crossing Pipeline Replacement project budget.

**Attachments:**

1. Resolution No. 72-20
2. 20-0041 Bid Tab - Duportail Bridge - Phase 2
3. Vicinity Map - Duportail Bridge - Phase 2

RESOLUTION NO. 72-20

A RESOLUTION of the City of Richland authorizing the award of bid to Apollo, Inc. for the Duportail Bridge - Phase 2 Project.

WHEREAS, the 2020-2025 Transportation Improvement Program (TIP) and the 2020-2025 Capital Improvement Plan (CIP) include the Duportail Bridge as a key transportation system improvement; and

WHEREAS, on January 2, 2018, through adoption of Resolution No. 08-18, Richland City Council awarded the Duportail Bridge - Phase 1 Project, which consisted primarily of the bridge construction; and

WHEREAS, the Duportail Bridge - Phase 2 Project (the "Project") consists primarily of widening and improving the intersection of SR-240 and Duportail Street, and the nearby at-grade railroad crossing; and

WHEREAS, all project development and design work required to advance the Duportail Bridge - Phase 2 Project to construction has been completed; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening five (5) bids on May 12, 2020; and

WHEREAS, Apollo, Inc. submitted the lowest responsible bid of the five (5) bids received; and

WHEREAS, the project budget is adequate to complete the Project according to the City's planning documents (TIP, CIP), project design and lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Apollo, Inc. in the amount of \$4,321,784.65, and to execute change orders up to the amount of \$500,000 to fulfill the Project's design intent.

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

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ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 20<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Ryan Lukson, Mayor

Attested by:

Approved as to form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

# City of Richland

DATE BIDS OPENED: May 12, 2020	ITB # 20-0041
DUPORTAIL BRIDGE PHASE 2	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		APOLLO, INC KENNEWICK, WA		CULBERT CNST INC PASCO, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	<b>SCHEDULE A - BASE BID</b>								
A-1	Mobilization (this schedule only).	1	LS	\$334,040.00	334,040.00	218,000.00	218,000.00	313,891.44	313,891.44
A-2	Clearing & grubbing.	2.19	AC	10,000.00	21,900.00	4,000.00	8,760.00	6,539.04	14,320.50
A-3	Removal of structures & obstructions.	1	LS	50,000.00	50,000.00	100,000.00	100,000.00	88,411.77	88,411.77
A-4	Roadway excavation including haul.	15,640	CY	20.00	312,800.00	12.90	201,756.00	29.31	458,408.40
A-5	Embankment compaction.	1,780	CY	3.00	5,340.00	3.60	6,408.00	6.26	11,142.80
A-6	Testing storm sewer pipe.	715	LF	5.00	3,575.00	2.00	1,430.00	4.43	3,167.45
A-7	Catch basin Type City.	3	EA	2,000.00	6,000.00	1,000.00	3,000.00	1,224.78	3,674.34
A-8	Grate inlet Type 2.	13	EA	3,000.00	39,000.00	2,370.00	30,810.00	2,110.64	27,438.32
A-9	Storm drain catch basin manhole (48 in.).	3	EA	1,900.00	5,700.00	2,550.00	7,650.00	2,372.75	7,118.25
A-10	Shallow storm drain catch basin manhole (48 in.).	1	EA	3,000.00	3,000.00	2,150.00	2,150.00	2,113.42	2,113.42
A-11	Shallow storm drain catch basin manhole (60 in.).	1	EA	4,000.00	4,000.00	2,800.00	2,800.00	2,905.74	2,905.74
A-12	Infiltration trench .	139	LF	200.00	27,800.00	142.00	19,738.00	184.77	25,683.03
A-13	Cl. V reinf. concrete Storm sewer pipe 12 in. diameter.	126	LF	100.00	12,600.00	53.00	6,678.00	86.41	10,887.66
A-14	Solid wall PVC storm sewer pipe 12 in. diameter.	570	LF	45.00	25,650.00	26.00	14,820.00	50.28	28,659.60
A-15	Imported pipe zone bedding.	600	LF	2.00	1,200.00	1.60	960.00	-	-
A-16	Imported pipe zone backfill.	600	LF	2.00	1,200.00	2.20	1,320.00	-	-
A-17	Trench safety.	600	LF	5.00	3,000.00	0.01	6.00	3.42	2,052.00
A-18	Crushed surfacing base course.	4,200	CY	48.00	201,600.00	36.60	153,720.00	65.74	276,108.00
A-19	Crushed surfacing top course.	210	CY	50.00	10,500.00	37.70	7,917.00	84.02	17,644.20
A-20	HMA Cl. 3/8 in. Pg 64H-28.	32	TON	100.00	3,200.00	163.00	5,216.00	153.75	4,920.00
A-21	HMA Cl. 1/2 in. Pg 64H-28.	10,230	TON	85.00	869,550.00	73.00	746,790.00	68.73	703,107.90
A-22	Commercial HMA.	120	TON	85.00	10,200.00	103.00	12,360.00	97.38	11,685.60
A-23	Soil residual herbicide.	7,385	SY	0.50	3,692.50	0.20	1,477.00	0.28	2,067.80
A-24	Job mix compliance price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
A-25	Compaction price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
A-26	Asphalt cost price adjustment.	1	CALC	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
A-27	Site restoration.	1	LS	30,000.00	30,000.00	33,000.00	33,000.00	12,643.76	12,643.76
A-28	Cement concrete traffic curb & gutter.	1,732	LF	30.00	51,960.00	22.00	38,104.00	27.11	46,954.52
A-29	Cement concrete traffic curb.	309	LF	30.00	9,270.00	22.60	6,983.40	30.38	9,387.42
A-30	Dual-faced cement concrete traffic curb.	397	LF	50.00	19,850.00	24.00	9,528.00	34.40	13,656.80
A-31	Extruded curb.	56	LF	60.00	3,360.00	20.00	1,120.00	18.45	1,033.20
A-32	Cement concrete patterned (6 in. concrete).	114	SY	65.00	7,410.00	85.00	9,690.00	125.51	14,308.14
A-33	Beam guardrail Type 31.	663	LF	35.00	23,205.00	21.80	14,453.40	28.70	19,028.10
A-34	Beam guardrail type 31 non-flared terminal.	1	EA	3,500.00	3,500.00	3,380.00	3,380.00	3,587.54	3,587.54

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		APOLLO, INC KENNEWICK, WA		CULBERT CNST INC PASCO, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-35	Beam guardrail anchor Type 10.	1	EA	1,500.00	1,500.00	1,200.00	1,200.00	1,332.52	1,332.52
A-36	Plastic line.	9,086	LF	1.25	11,357.50	0.93	8,449.98	0.87	7,904.82
A-37	Plastic wide lane line.	7,992	LF	2.25	17,982.00	1.50	11,988.00	1.44	11,508.48
A-38	Plastic crosswalk line.	1,888	SF	6.00	11,328.00	7.00	13,216.00	6.66	12,574.08
A-39	Plastic stop line.	397	LF	8.00	3,176.00	7.00	2,779.00	6.66	2,644.02
A-40	Plastic traffic arrow.	25	EA	150.00	3,750.00	153.00	3,825.00	143.50	3,587.50
A-41	Plastic railroad crossing symbol.	4	EA	800.00	3,200.00	1,024.00	4,096.00	963.51	3,854.04
A-42	Plastic bicycle lane symbol.	9	EA	225.00	2,025.00	290.00	2,610.00	271.63	2,444.67
A-43	Permanent signing.	1	LS	15,000.00	15,000.00	21,600.00	21,600.00	20,264.49	20,264.49
A-44	Illumination system – WSDOT.	1	LS	90,000.00	90,000.00	57,170.00	57,170.00	61,116.35	61,116.35
A-45	Illumination system – City.	1	LS	110,000.00	110,000.00	48,300.00	48,300.00	37,617.95	37,617.95
A-46	Traffic signal system - SR 240 & Duportail Street.	1	LS	416,000.00	416,000.00	386,000.00	386,000.00	358,754.26	358,754.26
A-47	Project temporary traffic control.	1	LS	300,000.00	300,000.00	157,000.00	157,000.00	220,377.62	220,377.62
A-48	Construction signs Class A.	1,152	SF	18.00	20,736.00	23.00	26,496.00	22.24	25,620.48
A-49	Temporary barrier.	4,850	LF	20.00	97,000.00	15.80	76,630.00	12.30	59,655.00
A-50	Removing & resetting existing permanent barrier.	14,670	LF	15.00	220,050.00	4.15	60,880.50	5.89	86,406.30
A-51	Temporary impact attenuator.	6	EA	3,500.00	21,000.00	3,270.00	19,620.00	4,612.55	27,675.30
A-52	Permanent impact attenuator.	2	EA	6,000.00	12,000.00	37,600.00	75,200.00	32,031.63	64,063.26
A-53	Resetting impact attenuator.	14	EA	1,200.00	16,800.00	1,525.00	21,350.00	1,127.51	15,785.14
A-54	Portable changeable message sign.	3,504	HR	4.00	14,016.00	7.60	26,630.40	7.18	25,158.72
A-55	Removing paint line.	41,600	LF	1.00	41,600.00	0.54	22,464.00	0.52	21,632.00
A-56	Temporary pavement marking - long duration.	41,600	LF	1.00	41,600.00	0.40	16,640.00	0.36	14,976.00
A-57	Plugging existing pipe.	3	EA	300.00	900.00	381.00	1,143.00	196.48	589.44
A-58	Roadway surveying.	1	LS	25,000.00	25,000.00	28,000.00	28,000.00	25,677.83	25,677.83
A-59	Ada features surveying.	1	LS	7,500.00	7,500.00	4,360.00	4,360.00	3,587.54	3,587.54
A-60	Monument case, cover & pipe.	4	EA	700.00	2,800.00	425.00	1,700.00	1,068.10	4,272.40
A-61	Cement concrete sidewalk	746	SY	50.00	37,300.00	37.60	28,049.60	65.67	48,989.82
A-62	Cement concrete driveway entrance Type 1 (City).	76	SY	90.00	6,840.00	52.50	3,990.00	81.42	6,187.92
A-63	Cement concrete curb ramp Type Perpendicular A.	4	EA	2,000.00	8,000.00	1,377.00	5,508.00	1,628.71	6,514.84
A-64	Modified perpendicular curb ramp.	2	EA	2,000.00	4,000.00	1,595.00	3,190.00	1,833.71	3,667.42
A-65	Cement concrete curb ramp Type Parallel A.	4	EA	2,000.00	8,000.00	1,380.00	5,520.00	1,628.71	6,514.84
A-66	Cement concrete curb ramp Type Parallel B.	4	EA	2,000.00	8,000.00	1,380.00	5,520.00	1,628.71	6,514.84
A-67	Detectable warning surface.	76	SF	30.00	2,280.00	27.00	2,052.00	16.18	1,229.68
A-68	Chain link fence Type 4.	81	LF	30.00	2,430.00	30.00	2,430.00	32.56	2,637.36
A-69	Cedar fence.	110	LF	25.00	2,750.00	16.35	1,798.50	46.14	5,075.40
A-70	Access control gate.	1	EA	2,000.00	2,000.00	2,725.00	2,725.00	556.65	556.65
A-71	Structural earth wall (block).	1,264	SF	40.00	50,560.00	27.40	34,633.60	32.94	41,636.16
A-72	Adjust manhole.	3	EA	700.00	2,100.00	627.00	1,881.00	597.28	1,791.84

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		APOLLO, INC KENNEWICK, WA		CULBERT CNST INC PASCO, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-73	Adjust valve box.	6	EA	700.00	4,200.00	420.00	2,520.00	428.61	2,571.66
A-74	Adjust water vault.	1	EA	800.00	800.00	1,633.00	1,633.00	2,096.18	2,096.18
A-75	Reconstruct manhole.	2	LF	1,000.00	2,000.00	742.00	1,484.00	1,290.61	2,581.22
A-76	Record drawings (min. Bid \$2000).	1	LS	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
A-77	Trimming and cleanup.	1	LS	10,000.00	10,000.00	10,000.00	10,000.00	27,699.17	27,699.17
A-78	SPCC plan.	1	LS	1,000.00	1,000.00	872.00	872.00	130.32	130.32
A-79	Erosion control & water pollution prevention.	1	LS	10,000.00	10,000.00	38,000.00	38,000.00	1,282.03	1,282.03
A-80	Seeding, fertilizing & mulching.	0.89	AC	4,000.00	3,560.00	5,500.00	4,895.00	3,572.57	3,179.59
A-81	Type B progress schedule.	1	LS	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
A-82	Concrete crossing panel.	130	TF	368.40	47,892.00	327.00	42,510.00	307.50	39,975.00
A-83	Track construction.	260	TF	250.00	65,000.00	777.00	202,020.00	623.73	162,169.80
A-84	Track surface & line.	488	TF	22.90	11,175.20	11.00	5,368.00	10.25	5,002.00
A-85	Sub-ballast for signal house access & pad.	17	CY	50.00	850.00	150.00	2,550.00	141.45	2,404.65
A-86	Ditch ballast.	11.30	CY	50.00	565.00	78.00	881.40	73.84	834.39
A-87	Remove track.	260	TF	13.08	3,400.80	35.00	9,100.00	32.80	8,528.00
A-88	Remove crossing panels.	54	TF	155.40	8,391.60	167.00	9,018.00	156.83	8,468.82
A-89	Railroad signal wiring, construction & materials.	1	LS	400,000.00	400,000.00	431,000.00	431,000.00	404,879.80	404,879.80
A-90	Bollard Type 2.	9	EA	700.00	6,300.00	1,031.00	9,279.00	843.30	7,589.70

**SCHEDULE A - BASE BID SUBTOTAL**

**\$4,327,819.60**

**\$3,645,802.78**

**\$4,073,799.01**

**0% SALES TAX**

**-**

**-**

**-**

**SCHEDULE A - BASE BID TOTAL**

**\$4,327,819.60**

**\$3,645,802.78**

**\$4,073,799.01**

**SCHEDULE B - WATER**

B-1	Mobilization (this schedule only).	1	LS	\$30,000.00	30,000.00	3,300.00	3,300.00	1,317.67	1,317.67
B-2	Butterfly valve 24".	1	EA	10,000.00	10,000.00	7,740.00	7,740.00	7,673.66	7,673.66
B-3	Hydrant assembly.	1	EA	4,000.00	4,000.00	9,835.00	9,835.00	9,115.96	9,115.96
B-4	Trench safety.	536	LF	4.00	2,144.00	0.01	5.36	1.46	782.56
B-5	Dig & verify.	2	EA	500.00	1,000.00	325.00	650.00	1,187.38	2,374.76
B-6	Connect to existing water main (24" diameter).	2	EA	5,000.00	10,000.00	2,625.00	5,250.00	2,760.12	5,520.24
B-7	Ductile iron pipe for water main 24" diameter (RJ).	536	LF	200.00	107,200.00	140.00	75,040.00	129.56	69,444.16
B-8	Boring or jacking steel casing 36" diameter.	325	LF	500.00	162,500.00	986.00	320,450.00	630.44	204,893.00
B-9	Bend 11.25 degree 24" RJ x RJ.	2	EA	3,500.00	7,000.00	6,330.00	12,660.00	6,196.69	12,393.38
B-10	Bend 22.5 degree 24" RJ x RJ.	1	EA	\$4,000.00	4,000.00	3,150.00	3,150.00	3,223.58	3,223.58
B-11	Imported pipe zone bedding.	536	LF	2.00	1,072.00	1.00	536.00	-	-
B-12	Imported pipe zone backfill.	536	LF	2.00	1,072.00	2.00	1,072.00	-	-
B-13	Underground utility crossing-marked & unmarked.	1	EA	200.00	200.00	310.00	310.00	2,943.14	2,943.14

**SCHEDULE B - WATER SUBTOTAL**

**\$340,188.00**

**\$439,998.36**

**\$319,682.11**

**8.6% SALES TAX**

**29,256.17**

**37,839.86**

**27,492.66**

**SCHEDULE B - WATER TOTAL**

**\$369,444.17**

**\$477,838.22**

**\$347,174.77**

				ENGINEER'S ESTIMATE		APOLLO, INC KENNEWICK, WA		CULBERT CNST INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	<b>SCHEDULE C - ELECTRICAL / UTILITY</b>								
C-1	Mobilization (this schedule only).	1	LS	\$20,000.00	20,000.00	5,450.00	5,450.00	1,317.67	1,317.67
C-2	Power vault V-29 (SWTDF).	1	EA	5,000.00	5,000.00	5,585.00	5,585.00	6,288.54	6,288.54
C-3	Conduit pipe 2" diameter.	3,015	LF	4.00	12,060.00	1.00	3,015.00	2.19	6,602.85
C-4	Conduit pipe 3" diameter.	131	LF	7.00	917.00	1.80	235.80	11.73	1,536.63
C-5	Conduit pipe 4" diameter.	369	LF	9.00	3,321.00	2.50	922.50	9.24	3,409.56
C-6	Conduit pipe 6" diameter.	1,079	LF	15.00	16,185.00	7.00	7,553.00	6.56	7,078.24
C-7	Casing (Schedule 80 HDPE pipe 10" diameter).	322	LF	60.00	19,320.00	32.00	10,304.00	26.84	8,642.48
C-8	Casing (Schedule 80 HDPE pipe 18" diameter).	335	LF	100.00	33,500.00	34.00	11,390.00	53.33	17,865.55
C-9	Directional boring (10" casing)	322	LF	150.00	48,300.00	95.00	30,590.00	156.40	50,360.80
C-10	Directional boring (18" casing)	335	LF	\$350.00	117,250.00	320.00	107,200.00	235.03	78,735.05
C-11	Underground utility crossing-marked & unmarked.	22	EA	200.00	4,400.00	327.00	7,194.00	674.93	14,848.46
C-12	Imported pipe zone backfill.	435	LF	11.00	4,785.00	18.00	7,830.00	18.14	7,890.90
C-13	Utility trench safety.	435	LF	1.00	435.00	0.01	4.35	7.28	3,166.80
C-14	Imported pipe zone bedding - Electrical trench.	435	LF	2.00	870.00	1.00	435.00	-	-
C-15	Imported pipe zone backfill - Electrical trench.	435	LF	2.00	870.00	1.00	435.00	-	-
<b>SCHEDULE C - ELECTRICAL / UTILITY SUBTOTAL</b>					<b>\$287,213.00</b>		<b>\$198,143.65</b>		<b>\$207,743.53</b>
<b>0% SALES TAX</b>					<b>-</b>		<b>-</b>		<b>-</b>
<b>SCHEDULE C - ELECTRICAL / UTILITY TOTAL</b>					<b>\$287,213.00</b>		<b>\$198,143.65</b>		<b>\$207,743.53</b>
<b>SCHEDULE A - BASE BID</b>					<b>\$4,327,819.60</b>		<b>\$3,645,802.78</b>		<b>\$4,073,799.01</b>
<b>SCHEDULE B - WATER</b>					<b>369,444.17</b>		<b>477,838.22</b>		<b>347,174.77</b>
<b>SCHEDULE C - ELECTRICAL / UTILITY</b>					<b>287,213.00</b>		<b>198,143.65</b>		<b>207,743.53</b>
<b>GRAND TOTAL</b>					<b>\$4,984,476.77</b>		<b>\$4,321,784.65</b>		<b>\$4,628,717.31</b>



# City of Richland

DATE BIDS OPENED: May 12, 2020	ITB # 20-0041
DUPORTAIL BRIDGE PHASE 2	

Item	Description	Qty	Unit	INLAND ASPHALT CO RICHLAND, WA		RAZZ CNST INC BELLINGHAM, WA		GRANITE CNST CO YAKIMA, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	<b>SCHEDULE A - BASE BID</b>								
A-1	Mobilization (this schedule only).	1	LS	204,798.96	204,798.96	390,000.00	390,000.00	550,000.00	550,000.00
A-2	Clearing & grubbing.	2.19	AC	15,000.00	32,850.00	16,500.00	36,135.00	10,000.00	21,900.00
A-3	Removal of structures & obstructions.	1	LS	60,000.00	60,000.00	46,000.00	46,000.00	42,000.00	42,000.00
A-4	Roadway excavation including haul.	15,640	CY	20.00	312,800.00	26.00	406,640.00	25.00	391,000.00
A-5	Embankment compaction.	1,780	CY	10.00	17,800.00	5.00	8,900.00	7.50	13,350.00
A-6	Testing storm sewer pipe.	715	LF	6.50	4,647.50	5.00	3,575.00	6.50	4,647.50
A-7	Catch basin Type City.	3	EA	1,850.00	5,550.00	2,000.00	6,000.00	2,315.00	6,945.00
A-8	Grate inlet Type 2.	13	EA	4,200.00	54,600.00	2,900.00	37,700.00	3,425.00	44,525.00
A-9	Storm drain catch basin manhole (48 in.).	3	EA	4,800.00	14,400.00	4,100.00	12,300.00	4,826.00	14,478.00
A-10	Shallow storm drain catch basin manhole (48 in.).	1	EA	4,800.00	4,800.00	3,800.00	3,800.00	4,500.00	4,500.00
A-11	Shallow storm drain catch basin manhole (60 in.).	1	EA	5,200.00	5,200.00	5,050.00	5,050.00	5,400.00	5,400.00
A-12	Infiltration trench .	139	LF	230.00	31,970.00	375.00	52,125.00	293.00	40,727.00
A-13	Cl. V reinf. concrete Storm sewer pipe 12 in. diameter.	126	LF	100.00	12,600.00	100.00	12,600.00	130.00	16,380.00
A-14	Solid wall PVC storm sewer pipe 12 in. diameter.	570	LF	50.00	28,500.00	40.00	22,800.00	75.00	42,750.00
A-15	Imported pipe zone bedding.	600	LF	9.00	5,400.00	5.00	3,000.00	3.00	1,800.00
A-16	Imported pipe zone backfill.	600	LF	10.00	6,000.00	15.00	9,000.00	5.00	3,000.00
A-17	Trench safety.	600	LF	5.00	3,000.00	5.00	3,000.00	3.00	1,800.00
A-18	Crushed surfacing base course.	4,200	CY	45.00	189,000.00	58.00	243,600.00	85.75	360,150.00
A-19	Crushed surfacing top course.	210	CY	92.00	19,320.00	94.00	19,740.00	153.00	32,130.00
A-20	HMA Cl. 3/8 in. Pg 64H-28.	32	TON	180.00	5,760.00	204.00	6,528.00	420.00	13,440.00
A-21	HMA Cl. 1/2 in. Pg 64H-28.	10,230	TON	74.00	757,020.00	80.00	818,400.00	115.00	1,176,450.00
A-22	Commercial HMA.	120	TON	100.00	12,000.00	113.00	13,560.00	120.00	14,400.00
A-23	Soil residual herbicide.	7,385	SY	0.25	1,846.25	0.60	4,431.00	0.35	2,584.75
A-24	Job mix compliance price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
A-25	Compaction price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
A-26	Asphalt cost price adjustment.	1	CALC	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
A-27	Site restoration.	1	LS	16,500.00	16,500.00	8,700.00	8,700.00	28,500.00	28,500.00
A-28	Cement concrete traffic curb & gutter.	1,732	LF	17.00	29,444.00	18.00	31,176.00	31.00	53,692.00
A-29	Cement concrete traffic curb.	309	LF	20.00	6,180.00	21.00	6,489.00	28.00	8,652.00
A-30	Dual-faced cement concrete traffic curb.	397	LF	35.00	13,895.00	36.00	14,292.00	32.00	12,704.00
A-31	Extruded curb.	56	LF	38.00	2,128.00	17.00	952.00	22.00	1,232.00
A-32	Cement concrete patterned (6 in. concrete).	114	SY	60.00	6,840.00	63.00	7,182.00	115.00	13,110.00
A-33	Beam guardrail Type 31.	663	LF	30.00	19,890.00	23.00	15,249.00	24.00	15,912.00
A-34	Beam guardrail type 31 non-flared terminal.	1	EA	3,800.00	3,800.00	3,500.00	3,500.00	3,648.00	3,648.00

Item	Description	Qty	Unit	INLAND ASPHALT CO RICHLAND, WA		RAZZ CNST INC BELLINGHAM, WA		GRANITE CNST CO YAKIMA, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-35	Beam guardrail anchor Type 10.	1	EA	1,500.00	1,500.00	1,250.00	1,250.00	1,295.00	1,295.00
A-36	Plastic line.	9,086	LF	1.00	9,086.00	1.60	14,537.60	1.00	9,086.00
A-37	Plastic wide lane line.	7,992	LF	1.50	11,988.00	1.80	14,385.60	2.00	15,984.00
A-38	Plastic crosswalk line.	1,888	SF	7.00	13,216.00	9.00	16,992.00	8.00	15,104.00
A-39	Plastic stop line.	397	LF	7.00	2,779.00	6.75	2,679.75	8.00	3,176.00
A-40	Plastic traffic arrow.	25	EA	150.00	3,750.00	205.00	5,125.00	200.00	5,000.00
A-41	Plastic railroad crossing symbol.	4	EA	1,010.00	4,040.00	850.00	3,400.00	1,100.00	4,400.00
A-42	Plastic bicycle lane symbol.	9	EA	285.00	2,565.00	260.00	2,340.00	310.00	2,790.00
A-43	Permanent signing.	1	LS	22,000.00	22,000.00	15,500.00	15,500.00	23,070.00	23,070.00
A-44	Illumination system – WSDOT.	1	LS	57,000.00	57,000.00	68,200.00	68,200.00	62,000.00	62,000.00
A-45	Illumination system – City.	1	LS	50,000.00	50,000.00	56,000.00	56,000.00	52,400.00	52,400.00
A-46	Traffic signal system - SR 240 & Duportail Street.	1	LS	380,000.00	380,000.00	420,000.00	420,000.00	419,000.00	419,000.00
A-47	Project temporary traffic control.	1	LS	370,000.00	370,000.00	112,000.00	112,000.00	314,000.00	314,000.00
A-48	Construction signs Class A.	1,152	SF	25.00	28,800.00	35.00	40,320.00	25.00	28,800.00
A-49	Temporary barrier.	4,850	LF	13.00	63,050.00	16.00	77,600.00	14.15	68,627.50
A-50	Removing & resetting existing permanent barrier.	14,670	LF	6.25	91,687.50	2.50	36,675.00	10.00	146,700.00
A-51	Temporary impact attenuator.	6	EA	5,000.00	30,000.00	3,400.00	20,400.00	5,300.00	31,800.00
A-52	Permanent impact attenuator.	2	EA	35,000.00	70,000.00	34,000.00	68,000.00	36,400.00	72,800.00
A-53	Resetting impact attenuator.	14	EA	1,200.00	16,800.00	1,600.00	22,400.00	1,290.00	18,060.00
A-54	Portable changeable message sign.	3,504	HR	7.50	26,280.00	3.00	10,512.00	8.25	28,908.00
A-55	Removing paint line.	41,600	LF	0.54	22,464.00	0.70	29,120.00	0.58	24,128.00
A-56	Temporary pavement marking - long duration.	41,600	LF	0.40	16,640.00	0.25	10,400.00	0.41	17,056.00
A-57	Plugging existing pipe.	3	EA	270.00	810.00	600.00	1,800.00	752.00	2,256.00
A-58	Roadway surveying.	1	LS	30,000.00	30,000.00	28,000.00	28,000.00	25,700.00	25,700.00
A-59	Ada features surveying.	1	LS	4,500.00	4,500.00	5,000.00	5,000.00	4,700.00	4,700.00
A-60	Monument case, cover & pipe.	4	EA	1,070.00	4,280.00	2,000.00	8,000.00	1,500.00	6,000.00
A-61	Cement concrete sidewalk	746	SY	45.00	33,570.00	40.00	29,840.00	65.00	48,490.00
A-62	Cement concrete driveway entrance Type 1 (City).	76	SY	60.00	4,560.00	54.00	4,104.00	80.00	6,080.00
A-63	Cement concrete curb ramp Type Perpendicular A.	4	EA	1,500.00	6,000.00	1,250.00	5,000.00	1,780.00	7,120.00
A-64	Modified perpendicular curb ramp.	2	EA	1,400.00	2,800.00	1,250.00	2,500.00	2,020.00	4,040.00
A-65	Cement concrete curb ramp Type Parallel A.	4	EA	1,400.00	5,600.00	1,250.00	5,000.00	1,780.00	7,120.00
A-66	Cement concrete curb ramp Type Parallel B.	4	EA	1,700.00	6,800.00	1,525.00	6,100.00	1,780.00	7,120.00
A-67	Detectable warning surface.	76	SF	22.00	1,672.00	22.00	1,672.00	30.00	2,280.00
A-68	Chain link fence Type 4.	81	LF	60.00	4,860.00	30.00	2,430.00	30.00	2,430.00
A-69	Cedar fence.	110	LF	81.00	8,910.00	47.00	5,170.00	40.00	4,400.00
A-70	Access control gate.	1	EA	2,675.00	2,675.00	400.00	400.00	2,900.00	2,900.00
A-71	Structural earth wall (block).	1,264	SF	26.00	32,864.00	50.00	63,200.00	39.00	49,296.00
A-72	Adjust manhole.	3	EA	900.00	2,700.00	450.00	1,350.00	1,100.00	3,300.00

Item	Description	Qty	Unit	INLAND ASPHALT CO RICHLAND, WA		RAZZ CNST INC BELLINGHAM, WA		GRANITE CNST CO YAKIMA, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-73	Adjust valve box.	6	EA	900.00	5,400.00	325.00	1,950.00	900.00	5,400.00
A-74	Adjust water vault.	1	EA	3,745.00	3,745.00	1,200.00	1,200.00	1,000.00	1,000.00
A-75	Reconstruct manhole.	2	LF	1,300.00	2,600.00	1,150.00	2,300.00	575.00	1,150.00
A-76	Record drawings (min. Bid \$2000).	1	LS	2,140.00	2,140.00	2,000.00	2,000.00	2,000.00	2,000.00
A-77	Trimming and cleanup.	1	LS	12,840.00	12,840.00	2,825.00	2,825.00	4,750.00	4,750.00
A-78	SPCC plan.	1	LS	500.00	500.00	400.00	400.00	200.00	200.00
A-79	Erosion control & water pollution prevention.	1	LS	5,500.00	5,500.00	30,000.00	30,000.00	40,000.00	40,000.00
A-80	Seeding, fertilizing & mulching.	0.89	AC	3,000.00	2,670.00	3,100.00	2,759.00	3,210.00	2,856.90
A-81	Type B progress schedule.	1	LS	2,500.00	2,500.00	5,000.00	5,000.00	500.00	500.00
A-82	Concrete crossing panel.	130	TF	325.00	42,250.00	340.00	44,200.00	354.00	46,020.00
A-83	Track construction.	260	TF	635.00	165,100.00	675.00	175,500.00	703.00	182,780.00
A-84	Track surface & line.	488	TF	11.00	5,368.00	11.00	5,368.00	12.00	5,856.00
A-85	Sub-ballast for signal house access & pad.	17	CY	145.00	2,465.00	156.00	2,652.00	163.00	2,771.00
A-86	Ditch ballast.	11.30	CY	75.00	847.50	81.00	915.30	85.00	960.50
A-87	Remove track.	260	TF	35.00	9,100.00	36.00	9,360.00	38.00	9,880.00
A-88	Remove crossing panels.	54	TF	165.00	8,910.00	286.00	15,444.00	64.00	3,456.00
A-89	Railroad signal wiring, construction & materials.	1	LS	415,000.00	415,000.00	447,000.00	447,000.00	420,000.00	420,000.00
A-90	Bollard Type 2.	9	EA	955.00	8,595.00	1,975.00	17,775.00	1,050.00	9,450.00

**SCHEDULE A - BASE BID SUBTOTAL**

**\$4,031,318.71**

**\$4,237,477.25**

**\$5,229,256.15**

**0% SALES TAX**

**-**

**-**

**-**

**SCHEDULE A - BASE BID TOTAL**

**\$4,031,318.71**

**\$4,237,477.25**

**\$5,229,256.15**

SCHEDULE B - WATER									
B-1	Mobilization (this schedule only).	1	LS	2,700.00	2,700.00	50,000.00	50,000.00	12,000.00	12,000.00
B-2	Butterfly valve 24".	1	EA	11,500.00	11,500.00	13,000.00	13,000.00	11,770.00	11,770.00
B-3	Hydrant assembly.	1	EA	12,000.00	12,000.00	11,000.00	11,000.00	13,671.00	13,671.00
B-4	Trench safety.	536	LF	5.35	2,867.60	15.00	8,040.00	27.00	14,472.00
B-5	Dig & verify.	2	EA	535.00	1,070.00	1,200.00	2,400.00	995.00	1,990.00
B-6	Connect to existing water main (24" diameter).	2	EA	7,500.00	15,000.00	2,500.00	5,000.00	4,900.00	9,800.00
B-7	Ductile iron pipe for water main 24" diameter (RJ).	536	LF	175.00	93,800.00	175.00	93,800.00	200.00	107,200.00
B-8	Boring or jacking steel casing 36" diameter.	325	LF	960.00	312,000.00	935.00	303,875.00	950.00	308,750.00
B-9	Bend 11.25 degree 24" RJ x RJ.	2	EA	6,100.00	12,200.00	9,100.00	18,200.00	8,806.00	17,612.00
B-10	Bend 22.5 degree 24" RJ x RJ.	1	EA	6,100.00	6,100.00	5,500.00	5,500.00	4,682.10	4,682.10
B-11	Imported pipe zone bedding.	536	LF	6.00	3,216.00	5.00	2,680.00	0.50	268.00
B-12	Imported pipe zone backfill.	536	LF	6.50	3,484.00	13.00	6,968.00	1.00	536.00
B-13	Underground utility crossing-marked & unmarked.	1	EA	810.00	810.00	1,175.00	1,175.00	2,200.00	2,200.00

**SCHEDULE B - WATER SUBTOTAL**

**\$476,747.60**

**\$521,638.00**

**\$504,951.10**

**8.6% SALES TAX**

**41,000.29**

**44,860.87**

**43,425.79**

**SCHEDULE B - WATER TOTAL**

**\$517,747.89**

**\$566,498.87**

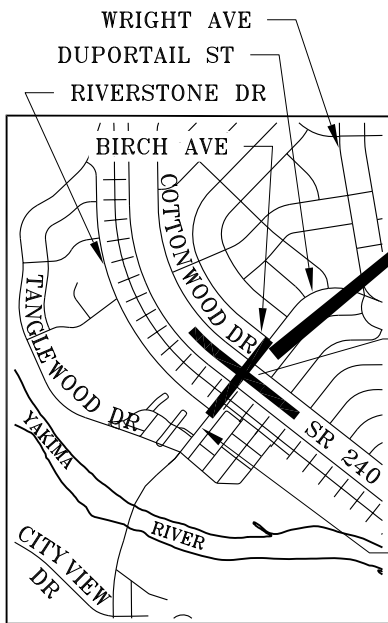
**\$548,376.89**

				INLAND ASPHALT CO RICHLAND, WA		RAZZ CNST INC BELLINGHAM, WA		GRANITE CNST CO YAKIMA, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>SCHEDULE C - ELECTRICAL / UTILITY</b>									
C-1	Mobilization (this schedule only).	1	LS	1,100.00	1,100.00	35,000.00	35,000.00	25,900.00	25,900.00
C-2	Power vault V-29 (SWTDF).	1	EA	8,500.00	8,500.00	8,700.00	8,700.00	9,100.00	9,100.00
C-3	Conduit pipe 2" diameter.	3,015	LF	3.20	9,648.00	5.00	15,075.00	4.00	12,060.00
C-4	Conduit pipe 3" diameter.	131	LF	5.35	700.85	9.00	1,179.00	10.00	1,310.00
C-5	Conduit pipe 4" diameter.	369	LF	6.45	2,380.05	11.00	4,059.00	12.00	4,428.00
C-6	Conduit pipe 6" diameter.	1,079	LF	9.65	10,412.35	14.00	15,106.00	14.00	15,106.00
C-7	Casing (Schedule 80 HDPE pipe 10" diameter).	322	LF	43.00	13,846.00	40.00	12,880.00	45.00	14,490.00
C-8	Casing (Schedule 80 HDPE pipe 18" diameter).	335	LF	99.00	33,165.00	62.00	20,770.00	100.00	33,500.00
C-9	Directional boring (10" casing)	322	LF	91.00	29,302.00	170.00	54,740.00	103.00	33,166.00
C-10	Directional boring (18" casing)	335	LF	310.00	103,850.00	170.00	56,950.00	300.00	100,500.00
C-11	Underground utility crossing-marked & unmarked.	22	EA	430.00	9,460.00	575.00	12,650.00	400.00	8,800.00
C-12	Imported pipe zone backfill.	435	LF	15.00	6,525.00	40.00	17,400.00	42.00	18,270.00
C-13	Utility trench safety.	435	LF	2.00	870.00	2.00	870.00	2.00	870.00
C-14	Imported pipe zone bedding - Electrical trench.	435	LF	7.00	3,045.00	20.00	8,700.00	20.00	8,700.00
C-15	Imported pipe zone backfill - Electrical trench.	435	LF	9.00	3,915.00	30.00	13,050.00	30.00	13,050.00
<b>SCHEDULE C - ELECTRICAL / UTILITY SUBTOTAL</b>				<b>\$236,719.25</b>		<b>\$277,129.00</b>		<b>\$299,250.00</b>	
<b>0% SALES TAX</b>				<b>-</b>		<b>-</b>		<b>-</b>	
<b>SCHEDULE C - ELECTRICAL / UTILITY TOTAL</b>				<b>\$236,719.25</b>		<b>\$277,129.00</b>		<b>\$299,250.00</b>	
<b>SCHEDULE A - BASE BID</b>				<b>\$4,031,318.71</b>		<b>\$4,237,477.25</b>		<b>\$5,229,256.15</b>	
<b>SCHEDULE B - WATER</b>				<b>517,747.89</b>		<b>566,498.87</b>		<b>548,376.89</b>	
<b>SCHEDULE C - ELECTRICAL / UTILITY</b>				<b>236,719.25</b>		<b>277,129.00</b>		<b>299,250.00</b>	
<b>GRAND TOTAL</b>				<b>\$4,785,785.85</b>		<b>\$5,081,105.12</b>		<b>\$6,076,883.04</b>	



## Legend

- City Limits
- ++++ Railroad
- City Road



WORK AREA

DUPORTAIL ST



DATE: 03-15-18  
DRAWN BY: JC  
SCALE: NTS  
CAD DWG: O:/Civil\_Projects-Civil 3D/Duportail Bridge PH2/01\_Engineering/Drawings/Vicinity Map

# City of Richland

VICINITY MAP  
DUPORTAIL BRIDGE PH2



## COUNCIL AGENDA ITEM COVERSHEET

Council  
Date: 5/20/2020

Agenda Category: Consent Calendar: Resolutions -  
Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

**Subject:**

Resolution 73-20, Authorizing a Purchase and Sale Agreement with Kreme Properties, LLC for Right-of-Way Acquisition in Support of the Duportail Street- Queensgate Drive Intersection Improvements

Department:  
Public Works

Ordinance/Resolution Number:  
73-20

Document Type:  
Resolution

**Recommended Motion:**

Adopt Resolution No. 73-20, authorizing the City Manager to sign and execute a purchase and sale agreement with Kreme Properties, LLC for acquisition of right-of-way in support of the Duportail/Queensgate Intersection Improvement Project.

**Summary:**

Richland's 2020-2025 Capital Improvement Plan includes a fully-funded project titled Duportail/Queensgate Intersection Improvement, which will add turn lanes at the intersection of Duportail Street and Queensgate Drive to account for shifts in travel patterns brought on by the opening of Duportail Bridge.

City staff have identified a strip of property along the Duportail Street frontage of the Krispy Kreme site that is needed to widen the street and construct a right turn lane. The property rights to be acquired include a permanent easement and a temporary construction easement. Staff valued these property rights using Benton County records, and successfully completed negotiations with the owner, Kreme Properties, LLC, based on that valuation.

Staff is preparing this project for construction during the summer and fall of this year to coincide with completion of the Duportail Bridge project construction.

A special meeting is being held to address this routine and necessary item since time is of the essence, and the City is holding only one regular meeting a month due to the COVID-19 outbreak. Staff recommends adoption of Resolution No. 73-20.

**Fiscal Impact:**

The Duportail/Queensgate Intersection Improvement project was approved in the 2020 - 2025 Capital Improvement Plan with an authorized budget of \$504,700. The total costs associated with this property rights acquisition is estimated to be \$5,500.

**Attachments:**

1. Resolution No. 73-20
2. Purchase & Sale Agreement - Kreme Properties, LLC

RESOLUTION NO. 73-20

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement with Kreme Properties, LLC for acquisition of real property interests by negotiated voluntary purchase in support of the Duportail/Queensgate Intersection Improvement Project.

WHEREAS, the 2020-2025 Capital Improvement Plan (CIP) includes a fully funded project titled Duportail/Queensgate Intersection Improvement (the "Project"); and

WHEREAS, this Project will add turn lanes at the intersection of Duportail Street and Queensgate Drive to account for shifts in travel patterns brought on by the opening of the Duportail Bridge; and

WHEREAS, this Project is scheduled to be completed in the fall of 2020 to coincide with the opening of the Duportail Bridge; and

WHEREAS, the City has identified that property rights must be acquired to complete the intersection improvements; and

WHEREAS, Kreme Properties, LLC has property affected by the Project in the form of a permanent easement and a temporary construction easement, and has agreed to terms allowing the City to acquire the necessary property rights; and

WHEREAS, the negotiated agreement represents fair compensation in relation to the legitimate objectives of the City and property owner; and

WHEREAS, the funds necessary to acquire the property shall be paid by the Duportail/Queensgate Intersection Improvement Project funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a purchase and sale agreement, and all other documents necessary to complete purchase of the necessary property interests from Kreme Properties, LLC for \$4,500.00, and in support of the Duportail/Queensgate Intersection Improvement Project.

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

*This space intentionally left blank.*

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 20<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Ryan Lukson, Mayor

Attested by:

Approved as to form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney



## **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **KREME PROPERTIES, LLC**, a Washington Limited Liability Company ("Seller"). Purchaser and Seller are referred to collectively throughout as the "Parties."

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, all of the following described interests in real property (collectively, the "Property"):

1.1. The Property. The easements involved in this transaction are located in the City of Richland, Benton County, Washington, and are legally described as follows:

### **See Exhibit A**

1.2. Scrivener's Errors. In the event of an error in the legal description, the Parties agree that either Party or a scrivener may correct the error.

1.3. Laws and Rights. The sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.4. Timing of Conveyance.

1.4.1 The easement described in Section 1.1 shall be conveyed to Purchaser by an Easement Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

1.4.2 The Temporary Construction Easement described in Section 1.1 shall be conveyed to Purchaser at the time of payment by means of a Temporary Construction Easement Deed delivered to Purchaser at closing.

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property the sum of **four thousand, five hundred dollars** and no cents (\$4,500) for land in fee.

3. Conditions Precedent to Sale. This Agreement is made and executed by the Parties hereto subject to the following conditions precedent:

3.1. Executed Contract. The "Executed Contract Date" is the date upon which both Parties have signed this Purchase and Sale Agreement. If the Purchase and Sale Agreement is signed on different days, the Executed Contract Date is the date of the last signing Party. Both Purchaser and Seller must sign this Purchase and Sale Agreement

within fifteen (15) business days of approval from the City Council. If signatures are not received by both Parties within fifteen (15) business days, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either Party to the other.

**3.2. Title Review.** Within ten (10) business days after the Execution Date, Purchaser, at its sole cost and expense, shall order from Cascade Title Company of Benton – Franklin Counties (the "Title Company") a preliminary title report on the Property, and copies of all documents referred to therein, and upon receipt, furnish same to Seller.

**3.3. Due Diligence.** Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either Party to the other.

**3.4. Mortgage/Financial Institution.** The closing of this transaction is contingent upon approval of this Agreement by the Seller's mortgage company/financial institution holding a lien on the property. Seller agrees to cooperate with and/or advance reasonable efforts to secure lienholder approval.

**3.5. Council Approval.** The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either Party to the other.

**4. Closing.** On or before the date of Closing, Purchaser shall deliver to the Title Company the Purchase Price for the Property in the form of a certified or cashier's check. Purchaser shall deliver all Deeds, as approved by Seller, to the Title Company for placing in escrow. Title Company shall be instructed to record and deliver to Purchaser the Deeds, and to Seller the Purchase Price, upon notice of satisfaction from Purchaser related to Purchaser's due diligence rights under Section 3, herein.

**4.1. Closing Costs.** Purchaser shall pay all attorney's fees, recording costs, and escrow closing costs, if applicable. The Purchaser shall pay fees required by the Seller's mortgage company to clear the mortgage lien.

**4.2. Closing Date.** The closing of the transaction and delivery of all items shall occur at Cascade Title Company of Benton – Franklin Counties, and shall occur on a date specified by Cascade Title Company of Benton – Franklin Counties with written notice to

Seller and Purchaser. Unless extended in writing by the Parties, closing shall occur no later than 90 days after the date of execution of this Agreement. Failure to close within 90 days, or to extend the closing date by agreement of the Parties, shall cause this Agreement to terminate and be without any further force and effect, and without further obligation of either Party to the other.

**5. Title.** Upon closing of escrow as set forth in Section 4, easement rights to the Property shall be conveyed by Seller to Purchaser by duly-executed Easement Deeds.

**6. Covenants, Representations and Warranties.**

**6.1. Seller's Covenants.** Seller hereby covenants and agrees as follows:

**6.1.1.** From the date of this Agreement through the closing date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Purchaser's prior written consent.

**6.1.2.** During the contract period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Purchaser's prior consent.

**6.1.3.** Seller shall use its best efforts to remove all disapproved exceptions within the preliminary title report.

**6.1.4.** During the contract period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

**6.2. Seller's Representations and Warranties.** Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either Party to the other.

**6.2.1.** Seller has full power and authority to enter into and carry out the terms and provisions of this Purchase and Sale Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Purchase and Sale Agreement and such other documents have been, or will be, taken.

**6.2.2.** Seller has not received any written notice from any governmental authorities or regulatory agencies, excepting the City of Richland, that eminent domain proceedings for the condemnation of the Property are pending or threatened.

**6.2.3.** Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

**6.2.4.** Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

**6.2.5.** No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

**6.2.6.** Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

**6.2.7.** Seller is a Washington Limited Liability Company owning fee title to the Property.

**6.2.8.** Seller has evaluated the impact of the easements and intended construction on the property value and use, including the quiet enjoyment of tenants. Seller has determined that the easements and constructed improvements will not negatively impact the property or the tenant's quiet enjoyment thereof. Specifically, the loss of two parking spaces required to construct the proposed driveway will leave the property with parking capacity in excess of the minimum required by the City's development code.

**6.3. Purchaser's Representations.** Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of closing:

**6.3.1.** Purchaser has full power and authority to enter into and carry out the terms and provisions of this Purchase and Sale Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase and Sale Agreement and such other documents have been, or will be, taken.

**6.3.2.** Purchaser represents that it has sufficient funds to close this transaction.

**6.3.3.** Purchaser represents that it accepts the responsibility to repair damage to the Seller's property that result from the planned construction activity.

**6.4. Survival of Covenants.** The covenants, representations, and warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser.

## **7. Casualty and Condemnation.**

**7.1. Material Casualty or Condemnation.** If prior to the closing date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace, or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other Party within two (2) days' notice of such event. If, prior to the closing date, neither Party provides said termination notice within such two-day period, the closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

**7.2. Immaterial Casualty or Condemnation.** If, prior to the closing date, the Property shall sustain damage caused by casualty which is not described in Section 7.1., or a taking or condemnation has occurred, or is imminently threatened, which is not described in Section 7.1., neither Purchaser nor Seller have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to the cost to repair that portion of the Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

**8. Purchasers' Remedies.** In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

## **9. Miscellaneous.**

**9.1. Finder's Fee.** Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third Party. Each Party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

**9.2. Time of the Essence.** Time is of the essence of every provision of this Agreement.

**9.3. Notices.** Whenever any Party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other Party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

**TO SELLER:**

Kreme Properties, LLC  
Attn: Scott M Carroll  
10645 N. Tatum Blvd. Ste. C200  
Phoenix, AZ 85028  
Phone: (509) 440-1447

**TO PURCHASER:**

City of Richland  
Attn: Mr. Brian Olle, P.E.  
625 Swift Blvd MS-26  
Richland, WA 99352  
Phone: (509) 942-7500

Email: scottmcarroll@hotmail.com

Email: bolle@ci.richland.wa.us

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

**9.4. Assignments and Successors.** Neither Party may assign this Agreement without the other Party's consent. Any assignment made without consent is null and void, and does not relieve any liability or obligation hereunder.

**9.5. Captions.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

**9.6. Exhibits.** All exhibits attached hereto shall be incorporated by reference as if set out in full herein.

**9.7. Binding Effect.** Regardless of which Party prepared or communicated this Purchase and Sale Agreement, this Purchase and Sale Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such Party.

**9.8. Construction.** The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

**9.9. Counterparts.** This Purchase and Sale Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

**9.10. Cooperation and Further Assurances.** Each Party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The Parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The Parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

**9.11. Merger.** The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the closing.

**9.12. Complete Agreement.** This Agreement represents and contains the entire understanding between the Parties related to the acquisition of the Property. The Parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

**9.13. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The Parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and Seller expressly agrees to submit to personal jurisdiction in Benton County Superior Court.

**9.14. Scrivener.** The Party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Seller under this Agreement. Seller is encouraged to review the completed contract with counsel before signing this Agreement.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Purchaser has executed this Agreement on the date shown next to its signature, and Seller has accepted on the date shown next to its signature.

**KREME PROPERTIES, LCC - SELLER**

**CITY OF RICHLAND - PURCHASER**

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: Cynthia D. Reents  
Richland City Manager Date \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Jennifer Rogers  
Richland City Clerk

Approved by Legal Counsel:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

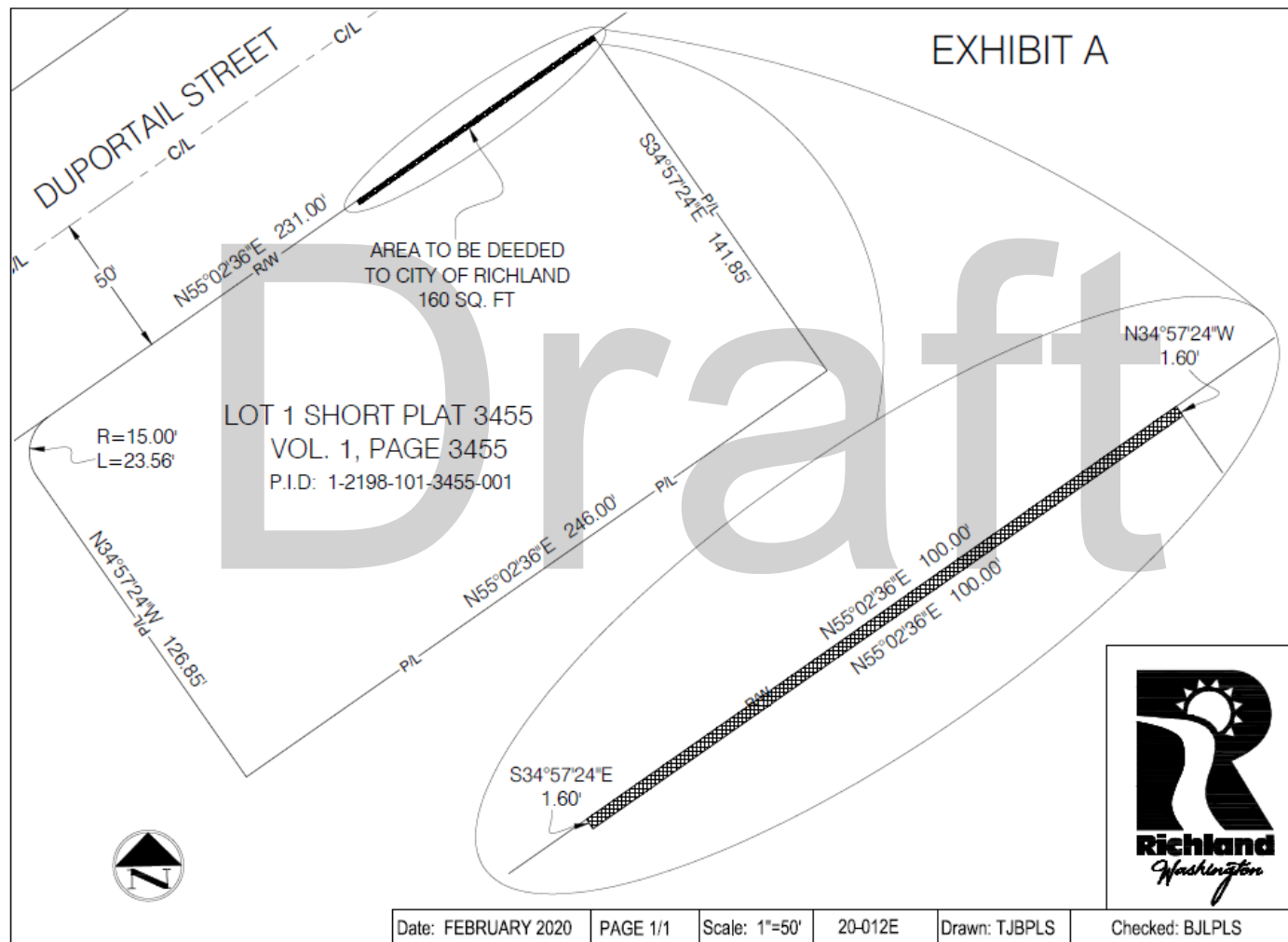
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By: Heather Kintzley  
Richland City Attorney

Draft

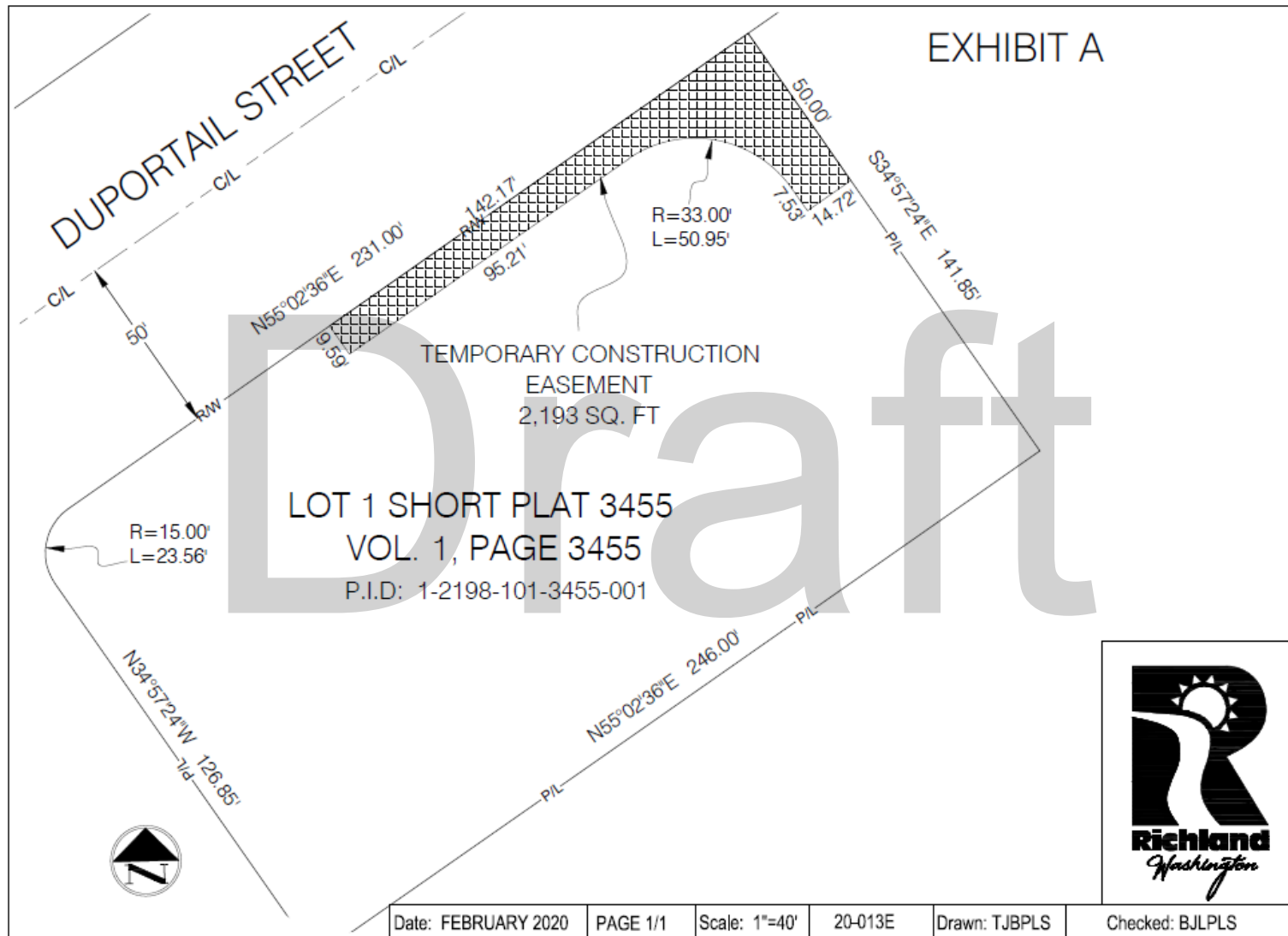


**Exhibit A - Legal Description of Subject Property**

**Permanent Easement – Ingress/Egress**



## EXHIBIT A





## COUNCIL AGENDA ITEM COVERSHEET

Council  
Date: 5/20/2020

Agenda Category: Consent Calendar: Resolutions -  
Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness  
Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

**Subject:**

Resolution No. 74-20, Authorizing the Acquisition of Real Property Interests from the Tri-City Railroad Company, LLC in Support of the Center Parkway Extension Project

Department:  
City Attorney

Ordinance/Resolution Number:  
74-20

Document Type:  
Resolution

**Recommended Motion:**

Adopt Resolution No. 74-20, authorizing the City Manager to sign and execute a settlement agreement with the Tri-City Railroad Company, LLC, and all documents necessary to complete acquisition of the easement interest to be granted by Tri-City Railroad Company, LLC to the City of Richland for the Center Parkway Extension project.

**Summary:**

The cities of Richland and Kennewick have worked together since 2001 to widen Gage Boulevard and extend Center Parkway between Gage Boulevard in Kennewick and Tapteal Drive in Richland. Improvements to Gage Boulevard have been completed with the extension of Center Parkway remaining.

Center Parkway is needed to improve mobility, reduce congestion, improve emergency response times and facilitate highest and best use economic development. The Center Parkway Extension project is partially funded at this time. To proceed to completion, additional funds will be required. Since much of the alignment for this street is new, additional acquisition of private property is needed to assemble the right-of-way and complete the project.

City staff have initiated right-of-way acquisition procedures for the project, which are guided by state and federal regulations, and include purchase offers based on fair market value appraisals.

Based on the authority granted by Ordinance No. 17-15, the City initiated condemnation proceedings against Tri-City Railroad Company, LLC (TCRY) in 2015 after negotiation efforts stalled. TCRY is now amenable to voluntary acquisition of the needed property interest in exchange for \$300,000. While this amount is in excess of fair market value for the property, the risk and cost associated with protracted litigation warrants this settlement amount.

Staff recommends approval of Resolution No. 74-20. If approved, staff will initiate efforts to complete project funding, acquire the additional property rights, and proceed with design based on available funding capacity.

**Fiscal Impact:** \$300,000 in compensation will be paid to TCRY once the required easement deed is executed and delivered. Some or all of this payment will be funded by Center Parkway project grant funding. The precise eligibility for grant funding has not yet been determined.

**Attachments:**

1. Resolution No. 74-20
2. Proposed Settlement Agreement - TCRY - Center Parkway Acquisition

## RESOLUTION NO. 74-20

A RESOLUTION of the City of Richland authorizing the acquisition of real property interests from the Tri-City Railroad Company, LLC by negotiated settlement for the purpose of the Center Parkway Extension Project.

WHEREAS, the Comprehensive Plans for the cities of Richland and Kennewick, and the Regional Transportation Plan include extension of Center Parkway between Gage Boulevard in Kennewick and Tapteal Drive in Richland; and

WHEREAS, in September, 2001, the cities of Richland and Kennewick entered into an Interlocal Agreement for completion of Gage Boulevard and Center Parkway; and

WHEREAS, Center Parkway is needed to improve mobility, reduce congestion, improve emergency response times, and facilitate highest and best use economic development; and

WHEREAS, the cities of Richland and Kennewick have dedicated local funding and received state and federal funding to extend Center Parkway from Gage Boulevard to Tapteal Drive; and

WHEREAS, Supplement No. 2 of the 2001 Joint Agreement between the cities of Richland and Kennewick designated the Richland as the lead agency for right-of-way acquisition, design and construction of Center Parkway from Gage Boulevard to Tapteal Drive; and

WHEREAS, the City has identified several properties that must be acquired to complete Center Parkway; and

WHEREAS, property acquisitions for Center Parkway will be completed in accordance with state and federal process requirements; and

WHEREAS, in accordance with state and federal regulations, the City completed appraisals to determine the fair market value of the properties, and has negotiated in good faith with the owners of the properties to be acquired; and

WHEREAS, pursuant to the authority established by Ordinance No. 17-15, on May 7, 2015, the City filed eminent domain proceedings against Tri-City Railroad Company, LLC to acquire the needed property for the Center Parkway Extension project; and

WHEREAS, subsequent to filing of the eminent domain action, negotiations ensued with the Tri-City Railroad Company, LLC which have led to the proposed Center Parkway Settlement Agreement; and

WHEREAS, the funds necessary to acquire the property shall be paid by Center Parkway Extension Project funds; and

WHEREAS, the City's legal counsel and staff recommend approval of the Settlement Agreement with Tri-City Railroad Company, LLC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is hereby authorized to sign and execute the Settlement Agreement, along with all other documents necessary to complete acquisition of the easement interest to be granted by Tri-City Railroad Company, LLC to the City of Richland for purposes of extending Center Parkway from Gage Boulevard to Tapteal Drive.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 20<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Ryan Lukson, Mayor

Attested by:

Approved as to form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

## CENTER PARKWAY SETTLEMENT AGREEMENT

This settlement agreement is by and between Tri-City Railroad Company, LLC, ("TCRY") and the City of Richland, Washington, a political sub-division of the State of Washington (the "City"). In consideration of the mutual covenants and obligations set forth herein, the parties agree as follows:

1. Recitals.

1.1. The City is the petitioner and TCRY is a respondent in a condemnation petition filed in Superior Court of the State of Washington in and for Benton County as cause no. 15-2-01039-2 (the "Petition").

1.2 The Petition seeks to acquire real property and real property interests for the construction of certain road improvements at Center Parkway by the City. Said property is legally described at **Exhibit A** attached hereto.

2. Settlement. The City and TCRY hereby agree to settle, pursuant to the terms of this agreement, all disputes arising out of the Petition.

3. Compensation for Take and Damages. Subject to the following terms and conditions, the City agrees to pay TCRY, through counsel for TCRY, the total sum of THREE HUNDRED THOUSAND and NO/100THS DOLLARS (\$300,000.00) (the "Settlement Funds") in exchange for the covenants and obligations contained herein and as full and complete compensation for all losses incurred or claimed by TCRY of whatever kind due to the appropriation described in the Petition. Upon execution of this agreement, the City shall promptly process payment for the benefit of TCRY in the said amount. This amount shall be payable to the trust account of the law firm of Piskel Yahne Kovarik, PLLC, for the benefit of TCRY. The Settlement Funds will not be released from the trust account until TCRY delivers to the City the documents identified in paragraph 4 below.

4. Easement Conveyance and Dismissal. Not later than 3 days after proper tender of the Settlement Funds identified in paragraph 3 above TCRY shall execute and deliver to the City an easement deed in the form attached hereto as **Exhibit B**, together with a stipulated order of dismissal in the form attached hereto as **Exhibit C**. Following delivery to the City, the easement deed may be recorded in the real property records of Benton County and the order of dismissal may be submitted for entry by the court at any time thereafter, without further notice. Upon notice from the City to TCRY that the easement deed has been recorded and the order of dismissal has been accepted by the court, the Settlement Funds may be disbursed from the trust account to TCRY. If all parties or their counsel have not executed the easement deed and the order of dismissal within 14 days after the City having tendered the settlement funds to TCRY's counsel, then the funds shall be returned to the City and this settlement agreement shall be null and void.

5. Construction Performance. The parties agree and acknowledge that the Petition is in furtherance of the City's proposed project to construct and install a public street within the area designated in the easement deed, which project will include installation of a new at-grade street-railroad crossing and signalized warning system. The City may commence construction of the project at any time after dismissal of the condemnation action. TCRY agrees that it will take no action in any forum to challenge, dispute, contest, delay, hinder, or impede the City's construction work. TCRY agrees and acknowledges that some disruption of operations will occur during construction but in order to minimize disruption the City will use its best efforts to perform construction work only between noon on Fridays to noon on Mondays. Upon final acceptance of the construction work by the City, City agrees that it will accept responsibility for the maintenance of the street surface approaching the at-grade crossing and the at-grade crossing warning system. For as long as TCRY leases the railroad track from the Port of Benton, TCRY agrees that it will accept responsibility for the maintenance of the railroad track structure and pre-cast concrete surface panels.

6. TCRY General Release and Discharge. For and in consideration of TCRY's receipt of the Settlement Funds, except for those obligations created by or arising out of this agreement for which receipt or satisfaction has not been acknowledged herein, TCRY, on behalf of itself as well as its descendants, ancestors, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and fully releases and discharges the City, as well as all officers, agents, attorneys, insurers, employees, representatives, assigns, and successors, past and present, and each of them, hereinafter together and collectively referred to as "Releasees," with respect to and from any and all claims, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' or consultants' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, that TCRY now owns or holds or has at any time heretofore owned or held as against said Releasees, arising out of or in any way connected with the Petition or the subjects of this agreement. This release does not extend to those claims currently on appeal at the Ninth Circuit Court of Appeals.

7. Warranty of Non-transfer of Released Matter. TCRY warrants and represents that it has not heretofore assigned or transferred to any person not a party to this agreement any released matter or any part or portion thereof and further warrants that it shall defend, indemnify and hold harmless the City against any claim, including the payment of attorneys' fees and costs actually incurred whether or not litigation is commenced, based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

8. Legal Representation. The City represents that this agreement was prepared by the City with legal representation and that the City's legal counsel has not undertaken to jointly represent the parties. By entering into this agreement, TCRY represents that it has had an opportunity to review this agreement with legal counsel of its choosing.

9. Full Understanding and Voluntary Acceptance. In entering this agreement, the parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, and that the terms of this agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them. TCRY further represents that it has had full opportunity to inspect and review all aspects of the subject property acquisition and proposed construction work to be undertaken by the City and has approved the same.

10. Headings not Binding; Effective Date. The use of headings in this agreement are only for ease of reference and the headings have no effect on and are not to be considered part of a term of this agreement. The effective date hereof shall be on the date of last execution by a party hereto.

11. Breach. Any failure by a party to perform any action required to be performed hereunder shall constitute a breach of this agreement. In the event of such breach, any non-defaulting party shall be entitled to pursue any and all remedies, both legal and equitable, including without limitation specific performance and/or suit for damages. All terms and provisions of this agreement are material.

12. Agreement not Enforceable by Third Parties. This agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

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 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.

14. Binding Nature of Agreement. This agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors, devisees, assigns and all persons now or hereafter holding or having all or any part of the interest of a party to this agreement.

15. Governing Law, Venue, and Attorney's Fees. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or relating to this agreement shall lie in Superior Court of the State of Washington in and for Benton County. In the event of a lawsuit to enforce or interpret this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees incurred at trial and on appeal.

16. Entire Agreement. This agreement contains the entire understanding among the parties with respect to the subject matter hereof, including without limitation all aspects of the property acquisition and proposed resulting construction activity to be



Settlement Agreement - 4

DATED: May 19<sup>th</sup>, 2020.



A handwritten signature in blue ink, appearing to read "Isabella Duarte".

Isabella Duarte

← print name

Notary Public in and for the State of Washington.

Residing at: Richland., Washington

My appointment expires 03/05/2024.

## CITY OF RICHLAND

\_\_\_\_\_  
Cindy Reents, City Manager

DATED: \_\_\_\_\_

Approved as to form:

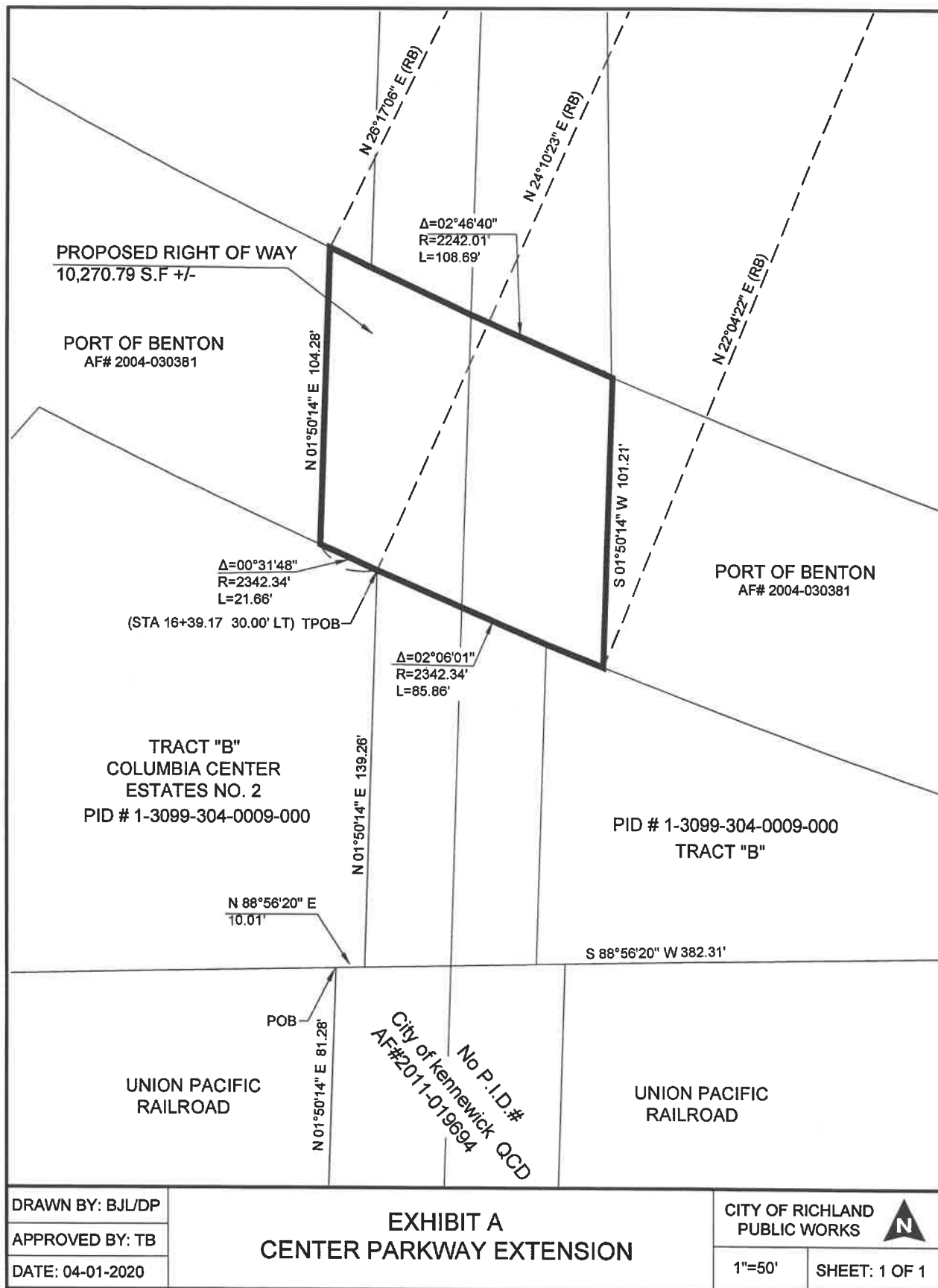
\_\_\_\_\_  
Heather Kintzley, City Attorney

# EXHIBIT A

A portion of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 30, Township 9 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington, lying within a section of Port of Benton railroad right of way, described as follows:

Commencing at a point on the Northerly line of the Union Pacific Railroad right-of-way and Southerly line of Tract "B" of the Plat Alteration of Columbia Center Estates No. 2, as recorded in Volume 14 of Plats, on Page No. 74, records of said County and State; said point bears South  $88^{\circ}56'20''$  West a distance of 382.31 feet from the most Easterly corner of said Tract "B"; Thence North  $88^{\circ}56'20''$  East a distance of 10.01 feet along said Northerly right-of-way and Southerly line; Thence leaving said Northerly right-of-way and Southerly line North  $01^{\circ}50'14''$  East a distance of 139.26 feet to the Northerly line of said Tract "B" and the Southerly line of the Port of Benton Railroad right-of-way (see Memorandum of Lease recorded under Auditor's File No. 2004-030381) to the **TRUE POINT OF BEGINNING**; said point being at Station 16+39.17 at 30.00' left, as shown on Center Parkway Right-of-Way Plans, records of the City of Richland and the beginning of a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North  $24^{\circ}10'23''$  East; Thence Northwesterly along said Northerly line of Tract "B" and Southerly line of the Port of Benton Railroad right-of-way a distance of 21.66 feet along the arc of said curve, through a central angle of  $00^{\circ}31'48''$ ; Thence North  $01^{\circ}50'14''$  East a distance of 104.28 feet leaving said Northerly line of Tract "B" and Southerly line of the Port of Benton Railroad right-of-way to a point on the Northerly line of the Port of Benton Railroad right-of-way and the beginning of a 2242.01 foot radius non-tangent curve, concave to the Northeast and having a radial bearing of North  $26^{\circ}17'06''$  East; Thence Southeasterly along said Northerly line of the Port of Benton Railroad right-of-way a distance of 108.69 feet along the arc of said curve, through a central angle of  $02^{\circ}46'40''$ ; Thence South  $01^{\circ}50'14''$  West a distance of 101.21 feet leaving said Northerly line of the Port of Benton Railroad right-of-way to a point on said Southerly line of the Port of Benton Railroad right-of-way and said Northerly line of Tract "B", said point is also lying on a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North  $22^{\circ}04'22''$  East; Thence Northwesterly along the Southerly line of the Port of Benton Railroad right-of-way and Northerly line of Tract "B" a distance of 85.86 feet along the arc of said curve through a central angle of  $02^{\circ}06'01''$  back to the **TRUE POINT OF BEGINNING**.

Containing 10,270.79 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.



DRAWN BY: BJL/DP

APPROVED BY: TB

DATE: 04-01-2020

## EXHIBIT A CENTER PARKWAY EXTENSION

CITY OF RICHLAND  
PUBLIC WORKS



1"=50'

SHEET: 1 OF 1

# EXHIBIT B

After recording return to:

City Surveyor  
505 Swift Blvd. MS-26  
Richland, WA 99352

PID#: NOT ASSIGNED – RAILROAD RIGHT OF WAY

A portion of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 30, Township 9 North, Range 29 East, W.M.

---

### EASEMENT DEED

THE GRANTOR, **TRI-CITY RAILROAD COMPANY, LLC**, a limited liability company of the State of Washington, in consideration of the sum of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, hereby grants, warrants, conveys and transfers to the Grantee, the **CITY OF RICHLAND**, a municipal corporation of the State of Washington, its successors and assigns forever, an easement over and across the real estate situated in Benton County, Washington, described as follows:

A portion of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 30, Township 9 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington, lying within a section of Port of Benton railroad right of way, described as follows:

Commencing at a point on the Northerly line of the Union Pacific Railroad right-of-way and Southerly line of Tract "B" of the Plat Alteration of Columbia Center Estates No. 2, as recorded in Volume 14 of Plats, on Page No. 74, records of said County and State; said point bears South  $88^{\circ}56'20''$  West a distance of 382.31 feet from the most Easterly corner of said Tract "B"; Thence North  $88^{\circ}56'20''$  East a distance of 10.01 feet along said Northerly right-of-way and Southerly line; Thence leaving said Northerly right-of-way and Southerly line North  $01^{\circ}50'14''$  East a distance of 139.26 feet to the Northerly line of said Tract "B" and the Southerly line of the Port of Benton Railroad right-of-way (see Memorandum of Lease recorded under Auditor's File No. 2004-030381) to the **TRUE POINT OF BEGINNING**; said point being at Station 16+39.17 at 30.00' left, as shown on Center Parkway Right-of-Way Plans, records of the City of Richland and the beginning of a 2342.34 foot radius non-tangent curve, concave to the Northeast,

having a radial bearing of North 24°10'23" East; Thence Northwesterly along said Northerly line of Tract "B" and Southerly line of the Port of Benton Railroad right-of-way a distance of 21.66 feet along the arc of said curve, through a central angle of 00°31'48"; Thence North 01°50'14" East a distance of 104.28 feet leaving said Northerly line of Tract "B" and Southerly line of the Port of Benton Railroad right-of-way to a point on the Northerly line of the Port of Benton Railroad right-of-way and the beginning of a 2242.01 foot radius non-tangent curve, concave to the Northeast and having a radial bearing of North 26°17'06" East; Thence Southeasterly along said Northerly line of the Port of Benton Railroad right-of-way a distance of 108.69 feet along the arc of said curve, through a central angle of 02°46'40"; Thence South 01°50'14" West a distance of 101.21 feet leaving said Northerly line of the Port of Benton Railroad right-of-way to a point on said Southerly line of the Port of Benton Railroad right-of-way and said Northerly line of Tract "B", said point is also lying on a 2342.34 foot radius non-tangent curve, concave to the Northeast, having a radial bearing of North 22°04'22" East; Thence Northwesterly along the Southerly line of the Port of Benton Railroad right-of-way and Northerly line of Tract "B" a distance of 85.86 feet along the arc of said curve through a central angle of 02°06'01" back to the **TRUE POINT OF BEGINNING**.

Containing 10,270.79 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

This easement is granted for the purpose of constructing and installing a public street within the easement, including the right to construct, install, maintain, repair and replace roadways, curbs, gutters, sidewalks, at-grade railroad crossing surface and warning system, and landscaping within the easement, together with the right of Grantee, its successors and assigns, to go on to said easement with necessary labor, equipment, vehicles, and materials at any and all times for the purposes of constructing, maintaining, repairing, renewing, or replacing the aforesaid improvements and for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The easement may be used for the installation of utilities, including water, sewer, phone, communications, electrical and gas transmission lines. All utilities shall be underground.

To have and to hold the above granted easement unto the said Grantee, its successors and assigns forever.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

Grantor does covenant with the said Grantee that it is lawfully seized of the land upon which said easement is granted and has good and lawful right to convey any part thereof.



1. That the said Grantor has good and marketable title to the premises described herein and made a part hereof and has the right to convey said easement.
2. That the Grantee shall quietly enjoy the said easement without disturbance or interference.
3. That the said easement is free and clear from encumbrances.

**TRI-CITY RAILROAD COMPANY, LLC**

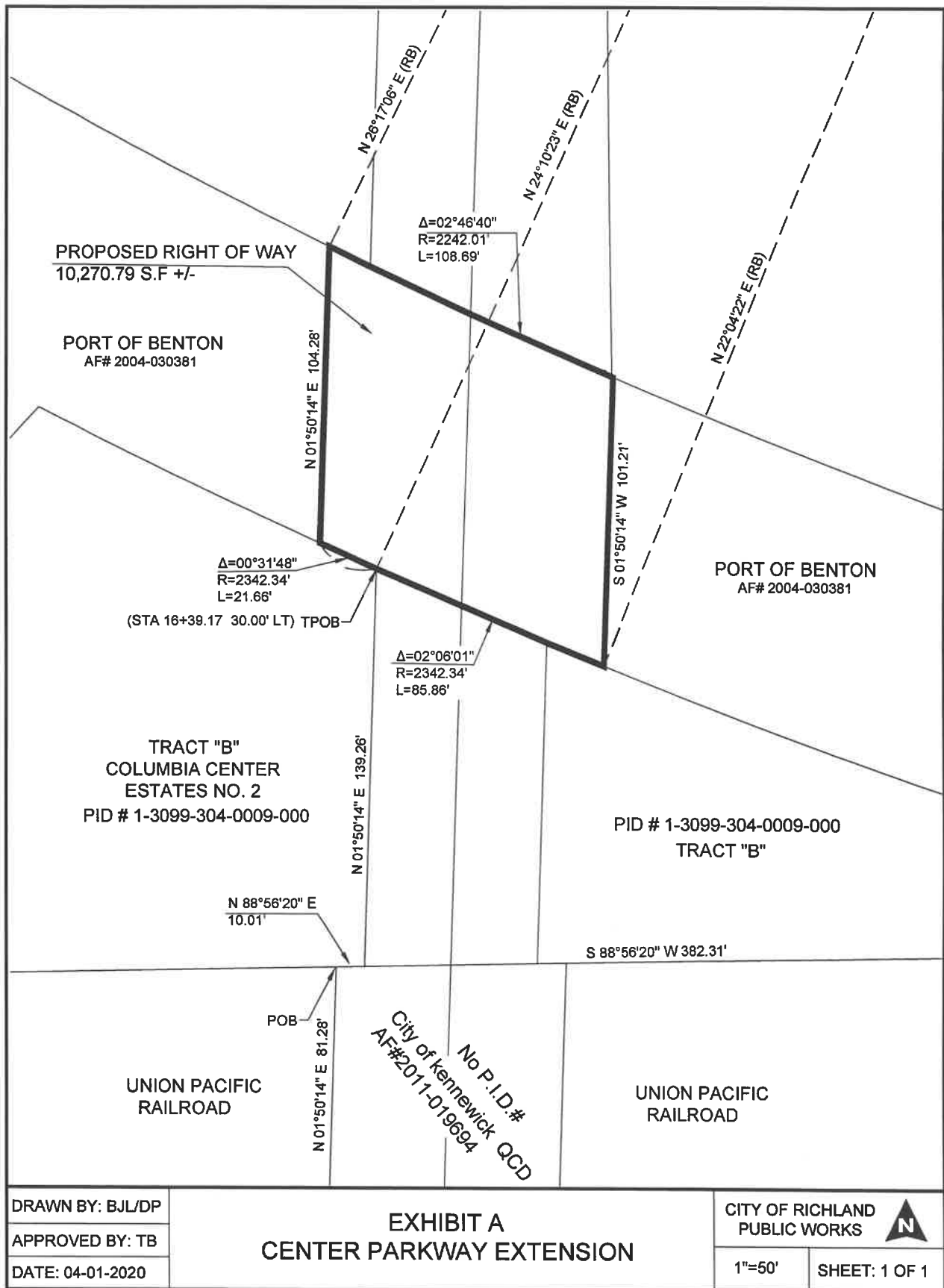
STATE OF WASHINGTON )  
 )  
 ) SS.  
COUNTY OF BENTON )

WITNESS my hand and official seal hereto affixed on this \_\_\_\_\_ day of May, 2020.

NOTARY PUBLIC in and for the State of  
Washington, residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

---

Print Name \_\_\_\_\_



DRAWN BY: BJL/DP

APPROVED BY: TB

DATE: 04-01-2020

## EXHIBIT A CENTER PARKWAY EXTENSION

CITY OF RICHLAND  
PUBLIC WORKS



1"=50'

SHEET: 1 OF 1

# EXHIBIT C

1  
2  
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9 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
10 IN AND FOR THE COUNTY OF BENTON

11 THE CITY OF KENNEWICK, a  
12 Washington municipal corporation; THE  
13 CITY OF RICHLAND, a Washington  
municipal corporation,

14 Petitioners,

15 v.

16  
17 PORT OF BENTON, a Washington Port  
District; TRI-CITY RAILROAD  
18 COMPANY, LLC, a Washington limited  
liability company; BENTON COUNTY, a  
19 Washington political subdivision,

20 Respondents.

21 [In re Center Parkway]  
22

NO. 15-2-01039-2

STIPULATED ORDER OF DISMISSAL  
WITHOUT PREJUDICE AND WITHOUT  
COSTS

23 **I. STIPULATION**

24 The parties appearing below, by and through their attorneys of record, being the only  
25 parties remaining in this action following the prior dismissal of respondent Benton County,  
26 agree and stipulate that all claims to compensation due respondent Tri-City Railroad  
27 Company, LLC, and any other respondent, arising out of the condemnation petition shall be  
28 and hereby are deemed fully satisfied and compromised and agree and stipulate to a  
29  
30

STIPULATED ORDER OF DISMISSAL - 1

**MENKE JACKSON BEYER, LLP**  
807 North 39<sup>th</sup> Avenue  
Yakima, WA 98902  
Telephone (509)575-0313  
Fax (509)575-0351

1  
2  
3 dismissal of the above matter without prejudice and without an award of costs or attorneys'  
4 fees to any party.  
5  
6

7 KENNETH W. HARPER, WSBA #25578  
8 Menke Jackson Beyer, LLP  
9 *Attorneys for Petitioners City of Richland*  
10 *and City of Kennewick*

\_\_\_\_\_  
DATED

11  
12 NICHOLAS D. KOVARIK, WSBA #35462  
13 WHITNY L. NORTON, WSBA #46485  
14 Piskel Yahne Kovarik, PLLC  
15 *Attorneys for Respondent Tri-City Railroad*  
16 *Company, LLC*

\_\_\_\_\_  
DATED

17 DAVID J. BILLETDEAUX, WSBA #44411  
18 *Attorney for Respondent Port of Benton*

\_\_\_\_\_  
DATED

19  
20 **II. ORDER**

21 THIS MATTER having come before the Court upon the written stipulation set forth  
22 above, now, therefore,

23 IT IS HEREBY ORDERED, ADJUDGED and DECREED, that all claims to  
24 compensation due respondent Tri-City Railroad Company, LLC, and any other respondent,  
25 arising out of the condemnation petition shall be and hereby are deemed fully satisfied and  
26 compromised and this action is dismissed without prejudice and without an award of costs  
27 or attorneys' fees to any party.  
28

29 DATED THIS \_\_\_\_\_ day of May, 2020.

30 STIPULATED ORDER OF DISMISSAL - 2

MENKE JACKSON BEYER, LLP  
807 North 39<sup>th</sup> Avenue  
Yakima, WA 98902  
Telephone (509)575-0313  
Fax (509)575-0351

1  
2  
3  
4  
5 SUPERIOR COURT JUDGE

6 Presented by:

7  
8 KENNETH W. HARPER, WSBA # 25578  
9 Menke Jackson Beyer, LLP  
10 *Attorneys for Petitioners City of Richland*  
11 *and City of Kennewick*

12 Approved as to form; notice of presentation  
13 waived:

14  
15 NICHOLAS D. KOVARIK, WSBA #35462  
16 WHITNY L. NORTON, WSBA #46485  
17 Piskel Yahne Kovarik, PLLC  
18 *Attorneys for Respondent Tri-City Railroad*  
19 *Company, LLC*

20  
21 DAVID J. BILLETDEAUX, WSBA #44411  
22 *Attorney for Respondent Port of Benton*  
23  
24  
25  
26  
27  
28  
29

30 STIPULATED ORDER OF DISMISSAL - 3

MENKE JACKSON BEYER, LLP  
807 North 39<sup>th</sup> Avenue  
Yakima, WA 98902  
Telephone (509)575-0313  
Fax (509)575-0351