

**CONTRACT# 2016-CDBG-1603.2**

between

**CLARK COUNTY**

P.O. Box 5000, Vancouver, WA 98666

and

**CITY OF RIDGEFIELD**


PO Box 608, Ridgefield, WA 98642

<b>Program/Services Being Funded:</b>	<b>Downtown Accessibility Improvements</b>
Contract Period:	Upon County Signature through <b>April 30, 2018</b>
Budget Authority:	<b>\$216,700</b>
Funding Source:	Fund 1939 - Community Development Block Grant
DUNS Number:	032009396
CFDA Number:	14.218

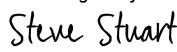
<b>Contractor Program Contact</b>	<b>Contractor Fiscal Contact</b>	<b>County Program Contact</b>	<b>County Fiscal Contact</b>
Bryan Kast 360-857-5023 <a href="mailto:bryan.kast@ci.ridgefield.wa.us">bryan.kast@ci.ridgefield.wa.us</a>	Kirk Johnson 360-857-5008 <a href="mailto:kirk.johnson@ci.ridgefield.wa.us">kirk.johnson@ci.ridgefield.wa.us</a>	Rebecca Royce 360-397-2075 x 7863 <a href="mailto:rebecca.royce@clark.wa.gov">rebecca.royce@clark.wa.gov</a>	Rhonda Hills 360-397-2075 x 7836 <a href="mailto:rhonda.hills@clark.wa.gov">rhonda.hills@clark.wa.gov</a>

By signing below, Clark County, hereinafter referred to as the "County," and City of Ridgefield, hereinafter referred to as the "Contractor," agree to the terms of this Contract as well as the Clark County Community Services General Terms and Conditions, as amended, which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the General Terms and Conditions are available at: <https://www.clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.


**FOR CLARK COUNTY:**

DocuSigned by:  
  
 4/16/2018  
 49F241AD5AAF452...  
 \_\_\_\_\_  
 Jim Rumpeltes, Interim County Manager

**FOR CITY OF RIDGEFIELD:**

DocuSigned by:  
  
 4/16/2018  
 901AFC1E59CE43B...  
 \_\_\_\_\_  
 Steve Stuart, City Manager

**APPROVED AS TO FORM:**

DocuSigned by:  
  
 4/16/2018  
 F6B2CB11526542E...  
 \_\_\_\_\_  
 Amanda Migchelbrink  
 Deputy Prosecuting Attorney

**BUDGET SUMMARY**  
**CONTRACT #2016-CDBG-1603.2**  
**DOWNTOWN ACCESSIBILITY IMPROVEMENTS**

**(REVISED)**

<b>STATEMENT OF WORK #1</b> Downtown Accessibility Improvements		
<b>ITEM</b>	<b>SOURCE</b>	<b>FUND AMOUNT</b>
A	Clark County CDBG Entitlement Fund: 1939 Payment Type: Cost Reimbursement	<b>\$216,700</b>
B	City of Ridgefield	<b>\$43,300</b>

<b>ITEMIZED COST</b>	<b>TOTAL COST</b>	<b>A</b>	<b>B</b>
Construction	<b>\$220,000</b>	<b>\$216,700</b>	<b>\$3,300</b>
Engineer/Architect	<b>\$40,000</b>	<b>\$0</b>	<b>\$40,000</b>
<b>PROJECT TOTALS</b>	<b>\$260,000</b>	<b>\$216,700</b>	<b>\$43,300</b>

Match is 16.7%  $(\$43,300 / \$260,000)^*$

\*The City of Ridgefield is only required to provide 10% match per their application.

## 1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract 03/20/17 - 11/30/17	\$156,700	\$156,700
Amendment #1 Extend contract and increase funding	\$60,000	\$216,700

## 2. MODIFICATIONS

- 2.1. The contract period is extended through April 30, 2018.
- 2.2. The budget for this contract is hereby increased by **\$60,000** from \$156,700 to **\$216,700**.
- 2.3. The Statement of Work in the original contract is replaced in its entirety by the Statement of Work attached hereto as Exhibit A.
- 2.4. All other terms and conditions of the original contract, as amended, remain the same.

## 3. ENTIRE CONTRACT

This modification incorporates the original Contract and any subsequent modifications by reference. The parties agree that the original Contract, subsequent modifications, and this modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, unless allowed elsewhere in the Contract, any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this modified Contract.

## 4. DEBARMENT OR EXCLUSION

By signing this modification, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally-funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

## 5. CONTRACT MODIFICATIONS FOR BUDGET LINE ADJUSTMENTS

The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties.

**EXHIBIT A**

**STATEMENT OF WORK (REVISED)  
CITY OF RIDGEFIELD  
DOWNTOWN ACCESSIBILITY IMPROVEMENTS**

1. PROJECT DESCRIPTION

The Downtown Accessibility Improvements Project consists of the installation of approximately 1,500 linear feet of sidewalk and 16 curb ramps throughout the downtown core of Ridgefield. Installed sidewalks will be 5 feet wide and will be located within the existing City right-of-way and curb ramps will meet all current city, state and federal requirements.

1.1. CDBG funds will be used for the construction of sidewalks at the following locations:

1.1.1. Service Area 1: 1 parcel long on the east side of 1<sup>st</sup> Avenue from Maple Street heading north, between 1<sup>st</sup> Avenue and Main Avenue on the north side of Maple Street, between Maple Street and Division Street on the east side of 1<sup>st</sup> Avenue.

1.1.2. Service Area 2b: 2 parcels long on the west side of 1<sup>st</sup> Avenue from Mill Street heading north.

1.1.3. Service Area 3: between Division Street and Mill Street on the west side of 4<sup>th</sup> Avenue.

1.1. 4. Service Area 4: between Maple Street and Division Street on the east side of 3<sup>rd</sup> Avenue.

1.2. CDBG funds will be used for the construction of curb ramps and sidewalk infill at the following locations:

1.2.1. Both corners on the east side of 1<sup>st</sup> Avenue and Elm Street

1.2.2. Southwest corner of 1<sup>st</sup> Avenue and Ash Street

1.2.3. Southwest corner of Main Avenue and Ash Street

1.2.4. Mid-block directly across the street from Main Avenue and Ash Street

1.2.5. Southeast corner of 3<sup>rd</sup> Avenue and Mill Street

1.2.6. Both east-side corners of 3<sup>rd</sup> Avenue and Simons Street

1.2.7. Approximately 2 parcels long on Mill Street heading west from 3<sup>rd</sup> Avenue connecting existing sidewalks, and

1.2.8. Approximately 1 parcel long on the west side of 5<sup>th</sup> Avenue south of

Pioneer Street connecting existing sidewalks.

- 1.3. CDBG funds will also be used for a portion of the engineering costs for the project.
- 1.4. In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein, in the Contractor’s proposal, and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract.
- 1.5. Federal Award Identification:

Subrecipient Name	City of Ridgefield
Subrecipient Unique Entity Identifier	DUNS Number 032009396
Federal Award Identification Number (FAIN)	B-16-UC-53-0006
Federal Award Date	08/03/16
Subaward Period of Performance	Upon County Signature – 12/30/17
Amount of Federal Funds Obligated for this Contract	<b>\$216,700</b>
Total Federal Funds Obligated to Subrecipient	<b>\$216,700</b>
Total Amount of the Federal Award Committed	<b>\$216,700</b>
Federal Award Project Description	Downtown Accessibility Improvements
Federal Awarding Agency	HUD
Pass-through Entity and Contact Name	Clark County; Michael Torres, 360-397-2130
CFDA Number	14.218
CFDA Name	Community Development Block Grants/Entitlement Grants
Is this award R&D?	No
Indirect Cost Rate for the Federal Award	None

2. CONTRACT PERIOD

- 2.1. Subject to its other provisions, the contract period is shown on the face sheet of this Contract. Services must be provided and billable costs incurred within the contract period.
- 2.2. The Contractor shall have an additional 30 days following the expiration of the contract to submit reports and to complete non-billable end-of-contract activities.

3. FUNDING ELIGIBILITY

- 3.1. Items listed under project description §1.1 qualify for CDBG funding under 24 C.F.R. § 570.201© Public Facilities and Improvements, under the Low/Mod Income Area National Objective. The project is located in census tract 403.02, block group 1, which is 32.52 percent low-income. However, income surveys conducted for each project area determined that:
  - 3.1.1. Service Area 1: 100 percent of the households are low-income

- 3.1.2. Service Area 2b: 86.67 percent of the households are low-income
- 3.1.3. Service Area 3: 74.19 percent of the households are low-income, and
- 3.1.4. Service Area 4: 52.94 percent of the households are low-income.
- 3.2. Items listed under project description §1.2 qualify for CDBG funding under 24 C.F.R. § 570.201© Public Facilities and Improvements, under the Presumed Benefit National Objective for the installation of curb ramps and sidewalk infill aspect of the project.

#### 4. BUDGET

- 4.1. The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Budget Summary for purposes of completing the project described above. The use of these funds shall be expressly limited to the activities described in this Contract. The Contractor shall draw down County CDBG funds in proportion to other project funding.
- 4.2. The Contractor will apply the funds received from the County under this contract in accordance with the Budget Summary and the Statement of Work.
- 4.3. The County is awarding an additional \$60,000 to complete the full scope of construction. This funding is contingent upon the Contractor submitting its invoices to Clark County no later than April 20, 2018.**

#### 5. PAYMENT PROVISIONS

In addition to the payment provisions appearing in the Clark County Department of Community Services General Terms and Conditions, the following provisions shall apply:

- 5.1. The Contractor shall submit an invoice on a County-provided form. Contractor shall provide the County a final closing statement as part of the reimbursement request for final payment.
- 5.2. No administration costs are allowed under this Contract.
- 5.3. Match Requirements. When approximately 50 percent of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in kind.
- 5.4. Payment Provisions for Construction Projects where Federal Labor Standards Apply, and Change Orders. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s). The final billing for retainage shall include copies of all executed change orders and the final project cost.

**PROJECT SCHEDULE  
CITY OF RIDGEFIELD  
DOWNTOWN ACCESSIBILITY IMPROVEMENTS**

**(REVISED)**

<b>ACTIVITY</b>	<b>COMPLETION DATE</b>
Engineering/Design and bid document preparation	<b>December 2017</b>
Bid invitation and contractor selection	<b>January 2018</b>
Construction	<b>February 2018</b>
Project close out	<b>April 2018</b>

1. The Contractor shall meet the completion dates listed in the Project Schedule table above unless modified by the County in writing.
2. The Contractor agrees to allow the County to extend the Project Schedule when necessary and in the interests of both parties. The Contractor grants the County the right to unilaterally extend, in writing, the Project Schedule and Contract Period without the signature of the Contractor.

## Certificate of Completion

Envelope Id: 958312C054914B2D94AD72816D3A3944	Status: Completed
Subject: Please Electronically Sign this Contract Modification with City of Ridgefield (2016-CDBG-1603.2)	
Source Envelope:	
Document Pages: 7	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Lynn Mueller
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	lynn.mueller@clark.wa.gov
	IP Address: 64.4.182.42

## Record Tracking

Status: Original	Holder: Lynn Mueller	Location: DocuSign
4/13/2018 2:56:50 PM	lynn.mueller@clark.wa.gov	

## Signer Events

Amanda Migchelbrink  
 amanda.migchelbrink@clark.wa.gov  
 Deputy Prosecuting Attorney  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
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 Using IP Address: 64.4.182.165

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 Signed: 4/16/2018 8:39:15 AM

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Accepted: 4/16/2018 8:39:09 AM  
 Withdrawn: 4/16/2018 8:39:16 AM  
 ID: f394cf85-8329-4265-bfe1-c0c12f57018e

Steve Stuart  
 steve.stuart@ci.ridgefield.wa.us  
 Security Level: Email, Account Authentication (None)

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 Using IP Address: 198.0.40.81

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 Signed: 4/16/2018 8:43:02 AM

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Accepted: 4/16/2018 8:42:34 AM  
 Withdrawn: 4/16/2018 8:43:03 AM  
 ID: 0e0ef5f2-6a98-4527-adc2-7c0e016ce6b4

Tina Redline  
 tina.redline@clark.wa.gov  
 Office Supervisor  
 Clark County, WA  
 Security Level: Email, Account Authentication (None)

**Completed**  
 Using IP Address: 64.4.187.161

Sent: 4/16/2018 8:43:04 AM  
 Viewed: 4/16/2018 9:14:01 AM  
 Signed: 4/16/2018 9:14:04 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jim Rumpeltes  
 Jim.Rumpeltes@clark.wa.gov  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 49F241AD5AAF452...  
 Using IP Address: 64.4.186.167

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 Signed: 4/16/2018 1:48:31 PM

### Electronic Record and Signature Disclosure:

Accepted: 7/24/2017 5:31:02 PM  
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## In Person Signer Events

## Signature

## Timestamp



Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Janet Snook janet.snook@clark.wa.gov testing dcs Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 4/16/2018 1:48:32 PM Viewed: 4/16/2018 3:38:23 PM
Jay Carstens jay.carstens@clark.wa.gov Management Analyst Clark County DCS Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 4/16/2018 1:48:33 PM
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	4/16/2018 1:48:33 PM
Certified Delivered	Security Checked	4/16/2018 1:48:33 PM
Signing Complete	Security Checked	4/16/2018 1:48:33 PM
Completed	Security Checked	4/16/2018 1:48:33 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Clark County, WA:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov)

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.