

MODIFICATION #1
CONTRACT #2020-CDBG-2003

between

CLARK COUNTY

PO Box 5000, Vancouver, WA 98666-5000

and

CITY OF RIDGEFIELD

PO Box 608, Ridgefield, WA 98642-0608

Project:	Simons Street Improvements
Contract Period:	Upon County Signature through February 28, 2023
Total Contract Amount:	\$255,000
Funding Source:	Fund 1939 - Community Development Block Grant
Contractor Unique Entity Identifier	YYL8GELET1E9
Assistance Listing Number:	14.218 (Subaward)
Procurement History:	2020 CDBG RFA

Contractor Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Grant Williams 360.857.5049 grant.williams@ridgefieldwa.us	Kirk Johnson 360.857.5008 kirk.johnson@ci.ridgefield.wa.us	Rebecca Royce 564.397.7863 rebecca.royce@clark.wa.gov	Rhonda Hills 564.397.7836 rhonda.hills@clark.wa.gov

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 modification 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://clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

FOR CLARK COUNTY:

Kathleen Otto 01/06/23
Kathleen Otto, County Manager

FOR CONTRACTOR:

Steve Stuart 01/04/23
Steve Stuart, City Manager

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink 01/04/23
Amanda Migchelbrink
Senior Deputy Prosecuting Attorney

**BUDGET SUMMARY
 CONTRACT #2020-CDBG-2003.1
 CITY OF RIDGEFIELD**

Simons Street Improvements		
ITEM	FUNDING SOURCE	FUND AMOUNT
A	Clark County CDBG Funds (PY20 Entitlement Funds)	\$255,000
B	City of Ridgefield Local and In Kind	\$316,817

ITEMIZED COST	TOTAL COST	A	B
Construction & Permit Fees	\$470,108	\$255,000	\$215,108
Engineer/Architect/Admin	\$101,709	\$0	\$101,709
TOTAL COST	\$571,817	\$255,000	\$316,817

Match is 55.4% (\$316,817/\$571,817)

1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract 06/06/22 – 12/31/22	\$255,000	\$255,000
Amendment #1 Extend contract through 02/28/23	\$0	\$255,000

2. MODIFICATIONS

- 2.1. The contract period is extended through February 28, 2023.
- 2.2. 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.

Certificate Of Completion

Envelope Id: 06E68020FD6D4178AA91BBC69A3A19C5

Status: Completed

Subject: Please E-Sign This Contract Amendment for Street Improvements (2020-CDBG-2003.1)

Source Envelope:

Document Pages: 3

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lynn Mueller

AutoNav: Enabled

1300 Franklin St

Envelope Stamping: Enabled

Vancouver, WA 98660

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

lynn.mueller@clark.wa.gov

IP Address: 64.4.184.5

Record Tracking

Status: Original

Holder: Lynn Mueller

Location: DocuSign

1/4/2023 7:43:48 AM

lynn.mueller@clark.wa.gov

Signer Events**Signature****Timestamp**

Amanda Migchelbrink

amanda.migchelbrink@clark.wa.gov

Deputy Prosecuting Attorney

Security Level: Email, Account Authentication
(None)

Sent: 1/4/2023 7:54:39 AM

Viewed: 1/4/2023 8:28:14 AM

Signed: 1/4/2023 8:28:22 AM

Signature Adoption: Pre-selected Style
Using IP Address: 64.4.184.5**Electronic Record and Signature Disclosure:**

Accepted: 1/4/2023 8:28:14 AM

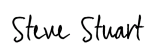
ID: 43b03fe6-37ae-4359-9648-eee7921759b8

Steve Stuart

steve.stuart@ci.ridgefield.wa.us

City Manager

City of Ridgefield

Security Level: Email, Account Authentication
(None)

Sent: 1/4/2023 8:28:24 AM

Viewed: 1/4/2023 9:19:34 AM

Signed: 1/4/2023 9:19:44 AM

Signature Adoption: Pre-selected Style
Using IP Address: 198.0.40.81**Electronic Record and Signature Disclosure:**

Accepted: 11/18/2019 8:52:55 AM

ID: 789db53b-235e-4453-91e8-dac1652d1825

tina.redline

tina.redline@clark.wa.gov

Office Supervisor

Clark County, WA

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 64.4.181.42

Sent: 1/4/2023 9:19:47 AM

Resent: 1/4/2023 1:48:19 PM

Viewed: 1/4/2023 2:09:58 PM

Signed: 1/4/2023 2:10:03 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kathleen Otto

Kathleen.Otto@clark.wa.gov

County Manager

Clark County

Security Level: Email, Account Authentication
(None)

Sent: 1/4/2023 2:10:06 PM

Viewed: 1/6/2023 11:24:23 AM

Signed: 1/6/2023 11:24:30 AM

Signature Adoption: Pre-selected Style
Using IP Address: 64.4.181.42**Electronic Record and Signature Disclosure:**

Accepted: 1/6/2023 11:24:23 AM

ID: 8de5484c-bb2a-4eb3-930e-b5cddc1771f1

In Person Signer Events**Signature****Timestamp**

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Snook Janet janet.snook@clark.wa.gov testing dcs Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 1/6/2023 11:24:33 AM Viewed: 1/6/2023 11:34:14 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/4/2023 7:54:39 AM
Certified Delivered	Security Checked	1/6/2023 11:24:23 AM
Signing Complete	Security Checked	1/6/2023 11:24:30 AM
Completed	Security Checked	1/6/2023 11:24:33 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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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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

To advise Clark County, WA of your new e-mail address

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 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..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

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 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.

Acknowledging your access and consent to receive materials electronically

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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- 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.