



White Salmon City Council Meeting

A G E N D A

August 05, 2020 – 6:00 PM Via Zoom Teleconference

Meeting ID: 850 0171 1873 Password: 865685

Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

We ask that the audience call in instead of videoing in or turn off your camera, so video does not show during the meeting to prevent disruption. Thank you.

Call to Order

Roll Call

Public Comment

Public comment will not be taken during the teleconference. Public comment submitted by email to Jan Brending at janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, August 5 will be read during the city council meeting and forwarded to all city council members. Please include in the subject line "Public Comment – August 5 Council Meeting."

Changes to the Agenda

Business Items

1. Mayor's Update
 - a. Presentation and Discussion
2. Spoke Bike Park Agreement Modification
 - a. Presentation and Discussion
 - b. Action
3. Ratification of Participating Agreement Between City of White Salmon and USDA Forest Service
 - a. Presentation and Discussion
 - b. Action
4. Crestline Construction Payment No. 5 and USDA Reimbursement Request No. 5
 - a. Presentation and Discussion
 - b. Action
5. Task Order - Engineering Services, Anderson Perry - Garfield Water Line Replacement
 - a. Presentation and Discussion
 - b. Action
6. Rheingarten Park Restroom Remodel Small Works Roster Bid
 - a. Presentation and Discussion
 - b. Action

Executive Session (if needed)

Consent Agenda

8. Approval of Meeting Minutes - July 15, 2020
9. Approval of Vouchers

Department Head and City Council Reports

Adjournment

File Attachments for Item:

2. Spoke Bike Park Agreement Modification

a. Presentation and Discussion

b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: August 5, 2020
Agenda Item: Spoke Bike Park Agreement Modification
Presented By: Jan Brending, Clerk Treasurer and Ken Woodrich, City Attorney

Action Required

Approval of modified agreement with Spoke Bike Club regarding Spoke Bike Park.

Motion

Motion to authorize Mayor to sign modified agreement with Spoke Bike Club regarding Spoke Bike Park.

Explanation of Issue

Scott Hulbert, representing the Spoke Bike Club signed the agreement previously approved by the city council with one modification. He struck through the last sentence in Section 2 and all of Section 7. See attached agreement. Scott Hulbert's concerns are that the agreement as originally presented puts all the liability on him.

Scott Hulbert has stated that volunteers, funding (\$30,000) and clean soil has been lined up for the project and he is ready to go once the modified agreement has been approved.

NON-EXCLUSIVE LICENSE AND INDEMNITY AGREEMENT

THIS NON-EXCLUSIVE LICENSE AND INDEMNITY AGREEMENT ("Agreement"), dated as of this 30th day of July, 2020 ("Effective Date"), is by and between the CITY OF WHITE SALMON, a Washington State municipal corporation ("City"), and the WHITE SALMON SPOKE CLUB, a community association ("Licensee").

RECITALS:

- WHEREAS;** The "City" is the owner of real property located inside the City White Salmon, Washington State; also known as Klickitat County Parcel 03111900000300; and
- WHEREAS** The "City" has future essential infrastructure plans for said property or and portion thereof, specifically locating a stormwater holding pond on the property; and
- WHEREAS;** The "City" has previously permitted "Licensee" use of parcel for a combined bike/walking recreational park until such time as parcel, or a portion thereof, is needed for public use; and
- WHEREAS;** The "City" and "Licensee" wish to continue their partnership; and
- WHEREAS;** The "Licensee" is aware that all improvements made by "Licensee", past are present, are subject to "City" approval prior to modification, improvement or expansion; and
- WHEREAS;** The Licensee" understand that said improvements, or a portion thereof, may be removed by "City" at any time and for any reason.



NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

AGREEMENT:

1. **Public Use.** The City hereby permits a non-exclusive license public use of Parcel 03111900000300 for public recreational purposes as provided in RCW 4.24.210, and for no fee, except for the following described property (the "buffer lot") within a fence to be constructed and maintained on the western boundary of the following described property:

Beginning at a point on the Northeast Corner of Parcel 03111900000300; thence Northwesterly along the high-water mark of Jewett Creek two hundred and fifty five feet (255') to a point; thence southwesterly along a line running parallel to the boundary line between Parcel 03111900000300 and Parcel 03111900000500 one hundred twenty five feet (125') to a point; thence southeasterly two hundred fifty-five feet (255') more or less, parallel to the southern boundary of Parcel 03111900000300 to the boundary line between Parcel 03111900000300 and Parcel 03111900000500; thence northeasterly one hundred twenty five feet (125'), more or

less, along the common boundary line between Parcel 03111900000300 and Parcel 03111900000500 to the point of beginning.

2. "Licensee" agrees to allow all public members to use Parcel 03111900000300 for public recreational purposes as provided in RCW 4.24.210, and for no fee. "Licensee" shall not discriminate against public members and shall allow all public to use the facility regardless of race, gender, sexual orientation, religion, age, or, to the extent they can be reasonably accommodated, physical disabilities. The City expressly reserves all possessory rights to the buffer lot for its own ownership and use, including, without limitation, timber and mineral rights. "Licensee" shall have no authority to cut timber, permit waste or otherwise damage the buffer lot. ~~Spoke Club shall allow no Hazardous Materials, as defined under State and Federal law, to enter into or be placed on the property, and shall indemnify and hold the City harmless therefrom.~~ 
3. "Licensee" agrees to maintain the fence along the western boundary of the buffer lot and to provide and maintain "No Trespassing" signs approximately every fifty feet (50'), and elsewhere by staked signs as required by the City Public Works Director. The fence shall be 5 strand barbwire fencing or hog wire with not less than 10 gauge strands at least four feet (4) in height, with 6x6 pressure-treated corner posts set in concrete at the end points of the line and additionally as required by the City Public Works Director. City reserves the right to require additional fencing in the event park users do not respect park boundaries.
4. "Licensee" agrees all trails shall be constructed and maintained according to International Mountain Bicycling Association ("IMBA") standards. This agreement supplements but does not replace the Trail Maintenance Agreement dated August 24, 2012 between the parties which is expressly reaffirmed.
5. "Licensee" agrees not to enter onto the buffer lot except as necessary to construct and maintain the fence and trails described above. "Licensee" understands and acknowledges Mt. Adams Fish and Game Association shall have the right to exclude trespassers from entry onto the buffer lot, and to seek civil and criminal enforcement of its exclusive use, if necessary.
6. "Licensee" shall construct and maintain prominent weatherproof signs at least 9" by 12" in size of weatherproof material in any parking areas to the site, and at all entrances to the bike park warning users of dangerous artificial latent conditions, possible hazards or known latent defects on the property as contemplated by RCW 4.24.210, and that all users use the property at their own risk. .
7. ~~"Licensee" agrees hereby agrees to release, hold the City harmless and shall indemnify the City from against any and all liability that may result, directly or indirectly, from "Licensee" use of the City's property.~~ 
8. The City may withdraw this license at any time, with or without cause, and Spoke Club agrees to promptly refrain from using this site upon demand from the City. In the event the City revokes

this license, "Licensee" agrees to remove any man-made facilities from the site, and, provided they may do so without environmental damage, decommission the trails to return to their natural state.

9. In the event of a dispute over of this agreement resulting in litigation, the prevailing party shall be entitled to its costs, attorney fees and expert witness fees at arbitration, trial and on appeal.

Dated this 30th day of July, 2020.


City of WHITE SALMON, a Washington Municipal Corporation



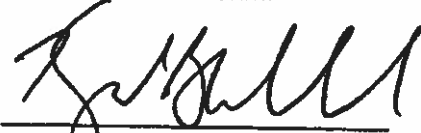
By Marla Keethler, its Mayor

WHITE SALMON SPOKE CLUB, A White Salmon Community Association



By  its Authorized Representative
Scott Hulbert

APPROVED AS TO FORM:


Kenneth D. Woodrich, City Attorney

File Attachments for Item:

3. Ratification of Participating Agreement Between City of White Salmon and USDA Forest Service

a. Presentation and Discussion

b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: August 5, 2020
Agenda Item: Participating Agreement Between City and USDA Forest Service – Wildfire Risk Reduction
Presented By: Bill Hunsaker, Fire Chief and Marla Keethler, Mayor

Action Required

Ratify the mayor signing Participating Agreement Between City of White Salmon and USDA Forest Service – Columbia River Gorge Scenic Area related to wildfire risk reduction.

Motion

Motion to ratify Participating Agreement Between City of White Salmon and USDA Forest Service Columbia River Gorge Scenic Area related to White Salmon Wildfire Risk Reduction and providing a grant amount not to exceed \$5000.

Explanation of Issue

The City has an opportunity to participate in an agreement with the USDA Forest Service for wildfire risk reduction and a grant amount based on reimbursement not to exceed \$5000. The participating agreement needed to be signed in order for the Forest Service not to lose the funding. Staff is asking the city council to ratify the agreement at the August 5, 2020 city council meeting.

Staff Recommendation

Staff recommends the city council ratify the participating agreement between the City and USDA Forest Service related to wildfire risk reduction and providing for a grant in the amount not to exceed \$5,000.



FS Agreement No. 20-PA-11062200-005

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between
WHITE SALMON, CITY OF
WHITE SALMON FIRE DEPARTMENT
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COLUMBIA RIVER GORGE NATIONAL SCENIC AREA

This PARTICIPATING AGREEMENT is hereby entered into by and between White Salmon, City of, White Salmon Fire Department, hereinafter referred to as “WSFD,” and the United States Department of Agriculture (USDA), Forest Service, Columbia River Gorge National Scenic Area, hereinafter referred to as the “U.S. Forest Service,” under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended.

Title: White Salmon Wildfire Risk Reduction

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to reduce the threat of catastrophic wildfires through prescribed fire in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The mission of the U.S. Forest Service is to “Sustain the health, diversity and productivity of our Nation’s Forests and Grasslands to meet the needs of present and future generations.” Millions of acres of public and private forests and grasslands are at risk due to uncharacteristically severe wildfires, drought, plus insect and disease outbreaks. The U.S. Forest Service works to make forests and grasslands more resilient to threats, and more capable of delivering benefits to the American people, while sustaining forest carbon sequestration and storage capacity to help mitigate the effects of drought. Resilient landscapes provide access to clean water, air and fish and wildlife habitat, as well as the full range of ecosystem services such as carbon sequestration, recreation access, and timber and biomass production. Reducing hazardous fuels buildup is directly related to this direction.



The mission of the WSFD is to prevent and minimize loss of life, property and the environment, resulting in fires, medical emergencies, or other disasters. They enhance the quality of life in our community by exceeding our customers' expectations through training, prevention and honor.

Private lands surround U.S. Forest Service lands on the East end of the Scenic Area. U.S. Forest Service and WSFD help each other fight fires regardless of land ownership in this area. Both entities will benefit directly by reducing the volatility of fires in this area. By reducing the intensity of wildfires there are a number of environmental benefits that abound on both private and U.S. Forest Service lands. This partnership will greatly reduce the likelihood of long term damage to the environment on the East end of the Scenic Area while reducing the threat to homes and private resources.

In consideration of the above premises, the parties agree as follows:

III. WSFD SHALL:

- A. LEGAL AUTHORITY. WSFD shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. The WSFD will partner with the U.S. Forest Service to conduct prescribed burning on U.S. Forest Service lands where the U.S. Forest Service maintains the Burn Boss role. WSFD may assist with lighting, holding and patrol duties but their primary focus will be on water delivery including the use of WSFD tenders and portable water tanks. The WSFD will work directly with U.S. Forest Service personnel during prescribed burning but will act independently when conducting water delivery or patrol duties, coordinating efforts and timing with the U.S. Forest Service.
- C. Coordinate with U.S. Forest Service to determine needs for and scheduling for night patrols for burns and mop up.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse WSFD for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$5,000.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of WSFD's annual invoice. Each invoice from WSFD shall display the total project costs for the billing period, separated by U.S. Forest Service and WSFD's share. In-kind contributions must be displayed as a separate line item and must not be included



in the total project costs available for reimbursement. The final invoice must display WSFD's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. WSFD's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and WSFD share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement"
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Roland Rose at roland.rose@usda.gov

- B. Provide drip torches and drip torch fuel to WSFD as needed. U.S. Forest Service will determine which areas need to be burned and coordinate with WSFD to determine how best to facilitate water delivery to those areas. The USFS will provide additional portable water tanks if needed.
- C. Coordinate with WSFD to determine needs for and scheduling for night patrols for burns and mop up.
- D. Conduct inspections on water deliver and mop up to ensure these tasks are performed appropriately.
- E. Provide chainsaw work if needed.



F. Take the lead on any prescribed burning.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Chief Bill Hunsaker 119 NE Church Ave White Salmon, WA 98672 Telephone: 509-493-1135 FAX: 509-493-1174 Email: billh@ci.white-salmon.wa.us	Same as Cooperator Project Contact

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Roland Rose 902 Wasco Ave Suite 200 Hood River, OR 97031 Telephone: 541-308-1700 FAX: 541-386-1916 Email: roland.rose@usda.gov	Jessica Clark 501 E. 5 th Street, Bldg 404 Vancouver, WA 98661 Telephone: 360-891-5168 Email: jessica.clark@usda.gov

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or WSFD are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To WSFD, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or WSFD from participating in similar activities with other public or private agencies, organizations, and individuals.



- D. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. WSFD agree(s) that any of WSFD's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as WSFD hereby willingly agree(s) to assume these responsibilities.

Further, WSFD shall provide any necessary training to WSFD's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. WSFD shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- E. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- F. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



- G. **ELIGIBLE WORKERS.** WSFD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). WSFD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- H. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** WSFD shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- I. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

WSFD shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

WSFD shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

WSFD shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. WSFD shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

WSFD shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.



J. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$5,000 are currently available for performance of this agreement through 12/31/2023. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until WSFD receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

K. INDIRECT COST RATES- PARTNERSHIP

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If WSFD has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
 2. For rates greater than 10 percent and less than 25 percent, The WSFD shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
 3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from WSFD's cognizant audit agency no later than 3 months after the effective date of the agreement. The WSFD will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
 4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.
- L. OVERPAYMENT. Any funds paid to WSFD in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by WSFD to the U.S. Forest Service:
- Any interest or other investment income earned on advances of agreement funds; or
 - Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;



If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to WSFD.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- M. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination WSFD shall close out the agreement.

Any unobligated balance of cash advanced to WSFD must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by WSFD.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- N. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

WSFD shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with WSFD's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.



- O. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. WSFD shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. WSFD shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- P. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- Q. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- R. FUNDING EQUIPMENT: Federal funding under this agreement is not available for reimbursement of WSFD's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.

- S. PROPERTY IMPROVEMENTS. Improvements placed by WSFD on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles WSFD to



any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.

- T. GOVERNMENT-FURNISHED PROPERTY. WSFD may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. WSFD shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, WSFD shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or WSFD is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of WSFD's managerial personnel. WSFD's managerial personnel, in this provision, means WSFD's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of WSFD's business; all or substantially all of WSFD's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. WSFD shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. WSFD shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. WSFD shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, WSFD shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

- U. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the WSFD's employees, and any participants and volunteers engaged on behalf of the WSFD and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section



22.48b. WSFD is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and WSFD determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the WSFD's employees, and any volunteers and participants engaged on behalf of WSFD and the U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

- V. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. WSFD shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- W. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WSFD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- X. REMEDIES FOR COMPLIANCE RELATED ISSUES. If WSFD materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by WSFD or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;



3. Wholly or partly suspend or terminate the current agreement for WSFD's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.
- Y. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and WSFD agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by WSFD to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.
- Upon termination of an agreement, WSFD shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to WSFD for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by WSFD up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.
- Z. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- AA. DEBARMENT AND SUSPENSION. WSFD shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should WSFD or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- BB. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:
All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act,



2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- CC. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- DD. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through December 31, 2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- EE. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are



authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

MARLA KEETHLER, Mayor
City of White Salmon

Date

LYNN BURDITT, Area Manager
U.S. Forest Service, Columbia River Gorge National
Scenic Area

Date

The authority and format of this agreement (20-PA-11062200-005) have been reviewed and approved for signature.

JESSICA
CLARK

Digitally signed by
JESSICA CLARK
Date: 2020.06.18
05:41:52 -07'00'

JESSICA CLARK
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$12,032.00	\$2,540.00	\$2,278.80	\$1,815.60	\$18,666.40
Travel	\$1,890.00	\$2,140.00	\$0.00	\$0.00	\$4,030.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$354.00	\$180.98	\$6,520.00	\$0.00	\$7,054.98
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$14,276.00	\$4,860.98	\$8,798.80	\$1,815.60	\$29,751.38
Coop Indirect Costs		\$139.02	\$251.65		\$390.67
FS Overhead Costs	\$1,713.12				\$1,713.12
Total	\$15,989.12	\$5,000.00	\$9,050.45	\$1,815.60	\$31,855.17
Total Project Value:					\$31,855.17

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 65.89%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 34.11%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Monitoring USFS burn and mop up fire personnel standard day burning	GS7 or GS9	\$350.00	3		\$1,050.00
Layout, mapping, oversight	GS-3-9	\$2,483.00	4		\$9,932.00
	GS-9	\$350.00	3		\$1,050.00
Total Salaries/Labor					\$12,032.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Overhead rig	1	\$315.00	6		\$1,890.00
Total Travel					\$1,890.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00

Non-Standard Calculation

Total Equipment				\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item		Total
Maps x 10	10	\$2.00		\$20.00
Drip torch fuel	100	\$3.34		\$334.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials				\$354.00
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Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit		Total

Non-Standard Calculation

Total Printing				\$0.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit		Total

Non-Standard Calculation

Total Other				\$0.00
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Subtotal Direct Costs

\$14,276.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
12.00%	\$14,276.00		\$1,713.12
Total FS Overhead Costs			\$1,713.12

TOTAL COST

\$15,989.12

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor							
Standard Calculation							
Job Description	Cost/Hr/Base		# base HRs	cost Base			Total
Tender operator cost	\$35.00		40	\$1,400.00			\$1,400.00
Firefighter cost	\$16.50		40	\$660.00			\$660.00
Engine operator	\$21.50		20	\$430.00			\$430.00
Fire chief	\$25.00		2	\$50.00			\$50.00
Non-Standard Calculation							
Total Salaries/Labor							\$2,540.00

Travel							
Standard Calculation							
Travel Expense	Mileage	Cost/Trip	# of Trips		cost/location		Total
Mileage for tender \$3.25/mile	20	\$65.00	30				\$1,950.00
Mileage for fire engines	20	\$45.00	2				\$90.00
Mileage for command rig	20	\$20.00	5				\$100.00
Total Travel							\$2,140.00

Equipment							
Standard Calculation							
Piece of Equipment	Cost/Hr/Base	OT cost/hr	# base HRs	cost Base	# OT hrs	cost OT	Total
Total Equipment							\$0.00

Supplies/Materials							
Standard Calculation							
Supplies/Materials		# of Items	Cost/Item				Total
Wildland Class A foam		1	\$180.98				\$180.98
Non-Standard Calculation							
Total Supplies/Materials							\$180.98

Printing							
Standard Calculation							
Paper Material		# of Units	Cost/Unit				Total
							\$0.00
Non-Standard Calculation							
							\$0.00
Total Printing							\$0.00

Other Expenses							
Standard Calculation							
Item		# of Units	Cost/Unit				Total
Non-Standard Calculation							
Total Other							\$0.00

Subtotal Direct Costs				\$4,860.98			
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Cooperator Indirect Costs							
cost							Total
	2.86%						\$139.02

TOTAL COST				\$5,000.00			
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation					
Job Description		Cost/hr	#hrs		Total
Fire Chief		\$25.00	20		\$500.00
Teaching fire classes		\$199.76	5		\$998.80
Mechanic time for maintenance		\$65.00	12		\$780.00
Total Salaries/Labor					\$2,278.80

Travel

Standard Calculation					
					\$0.00

Non-Standard Calculation

Total Travel					\$0.00
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Equipment

Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00

Supplies/Materials

Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
Tender rental cost if additional one needed		50	\$60.00		\$3,000.00
Engine rental cost if additional one needed		40	\$35.00		\$1,400.00
PPE					\$700.00
Tool repair/ replacement					\$200.00
Fire hose repair/ replacement					\$400.00
Parts for tender maintenance based on our %of use for the year with this project only					\$820.00

Printing

Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00

Non-Standard Calculation

Other Expenses

Standard Calculation					
					\$0.00

Subtotal Direct Costs	\$8,798.80
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Cooperator Indirect Costs

Current Overhead Rate	2.86%				
Total Coop. Indirect Costs					\$251.65

TOTAL COST	\$9,050.45
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WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor

Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Volunteer firefighter training \$24.97/hr	\$199.76	5		\$998.80
Water tender operator training \$20.42/hr	\$163.36	5		\$816.80
Non-Standard Calculation				

Total Salaries/Labor	\$1,815.60
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Travel

Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
Non-Standard Calculation				

Total Travel	\$0.00
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Equipment

Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
Non-Standard Calculation				

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00
Non-Standard Calculation				

Total Supplies/Materials	\$0.00
---------------------------------	---------------

Printing

Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
Non-Standard Calculation				

Total Printing	\$0.00
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Other Expenses

Standard Calculation				
Item	# of Units	Cost/Unit		Total
				\$0.00
Non-Standard Calculation				

Total Other	\$0.00
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Subtotal Direct Costs	\$1,815.60
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TOTAL COST	\$1,815.60
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File Attachments for Item:

4. Crestline Construction Payment No. 5 and USDA Reimbursement Request No. 5

a. Presentation and Discussion

b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: August 5, 2020
Agenda Item: Authorization of Crestline Construction Payment No. 5 and USDA Reimbursement Request No. 5
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorize the Crestline Construction Payment No. 5 and USDA Reimbursement Request No. 5.

Motion

Move to approve Crestline Construction Payment No. 5 in the amount of \$347,241.53 and USDA Reimbursement Request No. 5 in the amount of \$374,239.36.

Explanation of Issue

Attached are the documents supporting Crestline Construction Payment No. 5 and USDA Reimbursement Request No. 5.

Staff Recommendation

Staff recommends the city council authorize payment of Crestline Construction Payment No. 5 in the amount of \$347,241.53 and authorize submittal of USDA Reimbursement Request No. 5 in the amount of \$374,239.36.

OUT LAY REPORT AND REQUEST FOR REIMBURSEMENT

Draw Request Number:	City of White Salmon			Jewett Water Main Improvements 2019		USDA Rural Development	Balance Remaining	%
	Initial Budget	Current Budget	Previous Paid to Date	No. 5	Paid to Date			
No. 5								
Misc. Soft Costs								
Administrative & Legal	10,000.00	10,000.00	3,193.00		3,193.00		6,807.00	31.93%
Bond Counsel	15,000.00	15,000.00	-		-		15,000.00	0.00%
Interim Financing	95,000.00	95,000.00	-		-		95,000.00	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
Engineering/Architectural								
Design Services	105,000.00	268,700.00	267,319.32		267,319.32		1,380.68	99.49%
Bidding, Construction & Observation Services	325,000.00	325,000.00	114,067.80	26,997.83	141,065.63		183,934.37	43.40%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
Construction w/ sales tax								
Crestline Construction Comp LLC	2,307,501.48	2,345,072.73	913,700.43	347,241.53	1,260,941.96		1,084,130.77	53.77%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
							-	0.00%
Contingency	589,498.52	400,536.02					400,536.02	
Contingency as a Percent of Total	17.10%	11.58%						
Total	3,447,000.00	3,459,308.75	1,298,280.55	374,239.36	1,672,519.91		1,786,788.84	48.35%
PROJECT FUNDING BREAKDOWN								
Applicant contribution	254,000.00	266,308.75	266,308.75		266,308.75		-	100.00%
Other Funders 1							-	0.00%
Other Funders 2							-	0.00%
Other Funders 3							-	0.00%
Other Funders 4							-	0.00%
Other Funders 5							-	0.00%
Other Funders 6							-	0.00%
Other Funders 7							-	0.00%
Other Funders 8							-	0.00%
Other Funders 9							-	0.00%
USDA RD Loan	3,193,000.00	3,193,000.00	1,031,971.80	374,239.36	1,406,211.16		1,786,788.84	44.04%
USDA RD Grant							-	0.00%
Total	3,447,000.00	3,459,308.75	1,298,280.55	374,239.36	1,672,519.91		1,786,788.84	48.35%
FUNDS - DIFFERENCE								
Date of Outlay Report	7/31/2020							
APPROVAL AND SIGNATURE SECTION						Version 3.2 - 12/24/2009		
OWNER'S APPROVAL:								
Mayor Marla Keethler	DATE	OWNER CERTIFICATION: I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.						
ENGINEER/ARCHITECT APPROVAL:								
Dave Jepsen	July 31, 2020	Invoices will be approved by the borrower and their engineer, as appropriate, and submitted to the processing office for concurrence. The review and acceptance of project costs, including construction pay estimates, by USDA Rural Development does not attest to the correctness of the amounts, the quantities shown or that the work has been performed under the terms of the agreements or contracts.						
Dave Jepsen	DATE	Notes:						
USDA RURAL DEVELOPMENT CONCURRENCE:								
RD Specialist Name	DATE							

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5

To Owner: City of White Salmon, Washington

From Contractor: Crestline Construction Company, LLC

Project: Jewett Water Main Improvements

Application Period: June 20, 2020 through July 27, 2020

Application Date: July 30, 2020

Date of Substantial Completion		Date Ready for Final Payment	
Original:	<u>September 16, 2020</u>	Original:	<u>October 16, 2020</u>
Revised:	<u>September 21, 2020</u>	Revised:	<u>October 21, 2020</u>
On Schedule:	Yes <input checked="" type="checkbox"/> No	On Schedule:	Yes <input checked="" type="checkbox"/> No

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1	\$12,308.75	
2	\$25,262.50	
TOTALS	\$37,571.25	\$0.00
NET CHANGE BY CHANGE ORDERS	\$37,571.25	

Current Contract Price	
1. Original Contract Price	\$2,307,501.48
2. Net Change by Change Orders	\$37,571.25
3. Current Contract Price (1 plus 2)	\$2,345,072.73

Application For Payment	
1. Total Work Completed and Stored to Date (see attached)	\$1,230,187.28
2. Retainage Withheld (5%)	(\$61,509.36)
3. Retainage Paid	\$0.00
4. Sales Tax (7.5%)	\$92,264.04
5. Liquidated Damages Withheld	\$0.00
6. Less Previous Applications for Payments	(\$913,700.43)
7. AMOUNT DUE THIS APPLICATION	\$347,241.53

Contractor's Certification:

The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) Title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrance); (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) Record Drawings are up-to-date, accurate, and complete for Work performed; and (5) Certified payroll forms are current and account for all applicable personnel.

Dated: 7/31/2020

Contractor: **Crestline Construction Company, LLC**

By: *Cindy Headley*

The "Amount Due this Application" is shown on page 1.

Recommended by Engineer

Dated: July 31, 2020

Anderson Perry & Associates, Inc.

By: *David Jensen*

Approved by Owner

Dated: _____

City of White Salmon, Washington

By: _____

Title: _____

Concurred with by Agency

Dated: _____

USDA Rural Development

By: _____

Title: _____

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5
CITY OF WHITE SALMON, WASHINGTON
JEWETT WATER MAIN IMPROVEMENTS**

Bid Item No.	Description	BID PRICES			PREVIOUS		THIS PERIOD (Calculated)		TOTAL TO DATE (Basis of Payment)	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
1	Mobilization/Demobilization	All Req'd	LS	\$75,000.00	75%	\$56,250.00	0%	\$0.00	75%	\$56,250.00
2	Construction Facilities and Temporary Controls	All Req'd	LS	75,000.00	80%	60,000.00	10%	7,500.00	90%	67,500.00
3	ESC Lead	30	DAY	90.00	3	270.00	0	0.00	3	270.00
4	Trench Excavation System Safety System	All Req'd	LS	1,500.00	100%	1,500.00	0%	0.00	100%	1,500.00
5	Potholing All Known Connections, Crossings, and Utility Crossings	All Req'd	LS	26,000.00	79.5%	20,670.00	10%	2,600.00	89.5%	23,270.00
6	Potholing - Additional	30	HR	300.00	33.5	10,050.00	13.5	4,050.00	47	14,100.00
7	Cap Existing Water Mains	23	EA	250.00	0	0.00	0	0.00	0	0.00
8	Abandonment of Existing PRV Vaults	All Req'd	LS	6,900.00	0%	0.00	0%	0.00	0%	0.00
9	Remove Existing Valve Boxes	32	EA	100.00	0	0.00	0	0.00	0	0.00
10	Remove Existing Fire Hydrant	9	EA	850.00	0	0.00	5	4,250.00	5	4,250.00
11	Rock Excavation	400	CY	50.00	67	3,350.00	58	2,900.00	125	6,250.00
12	Foundation Stabilization	40	CY	55.00	0	0.00	0	0.00	0	0.00
13	Asphalt Removal	5,380	SY	2.00	2,093	4,186.00	420	840.00	2,513	5,026.00
14	Temporary Asphalt Installation and Removal, 2 In. Thick	3,770	LF	13.00	6,186	80,418.00	1,261	16,393.00	7,447	96,811.00
15	Temporary Asphalt Installation and Removal, 3 In. Thick	1,610	LF	17.00	0	0.00	0	0.00	0	0.00
16	Repair of Unmarked Storm Drain Line	6	EA	490.00	2	980.00	1	490.00	3	1,470.00
17	Repair of Unmarked Water Service Line	9	EA	500.00	3	1,500.00	0	0.00	3	1,500.00
18	Repair of Unmarked Sewer Service Line	5	EA	485.00	1	485.00	0	0.00	1	485.00
19	Repair of Unmarked Irrigation System	7	EA	180.00	1	180.00	0	0.00	1	180.00
20	Asphalt Restoration, HMA Cl. 3/8- or 1/2-In. PG 64H-28	2,520	TON	149.00	0	0.00	0	0.00	0	0.00
21	Job Mix Compliance Price Adjustment	EST	CALC	1.00	0	0.00	0	0.00	0	0.00
22	Compaction Price Adjustment	EST	CALC	1.00	0	0.00	0	0.00	0	0.00
23	Cyclic Density Price Adjustment	EST	CALC	1.00	0	0.00	0	0.00	0	0.00
24	Pavement Marking Restoration	All Req'd	LS	2,625.00	0%	0.00	0%	0.00	0%	0.00
25	Concrete Sidewalk Removal and Restoration	140	SY	85.00	0	0.00	100	8,500.00	100	8,500.00
26	Concrete Curb Removal and Restoration	250	LF	62.00	0	0.00	129	7,998.00	129	7,998.00
27	Gravel Surfacing	310	SY	12.00	0	0.00	0	0.00	0	0.00
28	Erosion Control Matting	40	SY	4.00	0	0.00	0	0.00	0	0.00
29	Landscaping Restoration	1,100	SF	19.00	0	0.00	0	0.00	0	0.00
30	12-In. Water Main	5,240	LF	82.00	4,125	338,250.00	329	26,978.00	4,454	365,228.00
31	8-In. Water Main	2,960	LF	63.00	22	1,386.00	194	12,222.00	216	13,608.00
32	6-In. Water Main	430	LF	51.00	180	9,180.00	43	2,193.00	223	11,373.00
33	4-In. Water Main	25	LF	75.00	0	0.00	0	0.00	0	0.00
34	2-In. Water Main	120	LF	38.00	40	1,520.00	0	0.00	40	1,520.00
35	2-In. Water Main Under Retaining Wall	All Req'd	LS	3,300.00	0%	0.00	0%	0.00	0%	0.00
36	1-In. Water Service Line <i>(Revised Per CO-1, Item No. 1-3)</i>	1,910	LF	25.00	806	20,150.00	274	6,850.00	1,080	27,000.00
37	Water Service Line, Service Side <i>(Revised Per CO-1, Item No. 1-4)</i>	385	LF	44.00	0	0.00	0	0.00	0	0.00
38	Water Service Line, Main Connection	67	EA	150.00	25	3,750.00	18	2,700.00	43	6,450.00
39	Water Service Line, Meter Connection	69	EA	100.00	1	100.00	24	2,400.00	25	2,500.00
40	New or Relocated Water Meter	32	EA	800.00	6	4,800.00	19	15,200.00	25	20,000.00
41	Connection to Existing 8-In. Water Line	2	EA	5,300.00	0	0.00	0	0.00	0	0.00
42	Connection to Existing 6-In. Water Line	16	EA	5,000.00	1	5,000.00	5	25,000.00	6	30,000.00
43	Connection to Existing ≤ 4-In. Water Line	5	EA	4,500.00	0	0.00	1	4,500.00	1	4,500.00
44	Non-Potable Crossing, CDF	5	EA	550.00	0	0.00	0	0.00	0	0.00
45	Non-Potable Crossing, Casing Pipe	9	EA	2,000.00	0	0.00	0	0.00	0	0.00

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5
CITY OF WHITE SALMON, WASHINGTON
JEWETT WATER MAIN IMPROVEMENTS**

Bid Item No.	Description	BID PRICES			PREVIOUS		THIS PERIOD (Calculated)		TOTAL TO DATE (Basis of Payment)	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
46	12-In. Gate Valve	27	EA	\$2,300.00	29	\$66,700.00	2	\$4,600.00	31	\$71,300.00
47	8-In. Gate Valve	28	EA	1,300.00	16	20,800.00	2	2,600.00	18	23,400.00
48	6-In. Gate Valve	1	EA	975.00	0	0.00	0	0.00	0	0.00
49	4-In. Gate Valve	1	EA	770.00	0	0.00	0	0.00	0	0.00
50	2-In. Gate Valve	4	EA	575.00	2	1,150.00	0	0.00	2	1,150.00
51	8-In. Tapping Valve and Sleeve	1	EA	6,300.00	0	0.00	0	0.00	0	0.00
52	Fire Hydrant Assembly and Auxiliary Valve	19	EA	4,100.00	5	20,500.00	3	12,300.00	8	32,800.00
53	Bollard	6	EA	750.00	0	0.00	0	0.00	0	0.00
54	Fire Hydrant Extension	9	LF	1,000.00	1	1,000.00	0	0.00	1	1,000.00
55	Additional Ductile Iron Fitting	2,000	LB	3.00	0	0.00	0	0.00	0	0.00
56	Valve Marker	33	EA	50.00	0	0.00	0	0.00	0	0.00
57	Temporary Water Service	All Req'd	LS	8,000.00	0%	0.00	0%	0.00	0%	0.00
58	Jewett Blvd PRV Station	All Req'd	LS	91,000.00	0%	0.00	80%	72,800.00	80%	72,800.00
59	Oak St PRV Station	All Req'd	LS	66,500.00	0%	0.00	80%	53,200.00	80%	53,200.00
60	Vine St PRV Station	All Req'd	LS	66,500.00	0%	0.00	80%	53,200.00	80%	53,200.00
61	Bingen Master Meter Vault	All Req'd	LS	46,500.00	0%	0.00	0%	0.00	0%	0.00
62	Insertion Valve	1	EA	7,750.00	0	0.00	0	0.00	0	0.00
Total Bid Items									\$	1,086,389.00
Change Orders:		Qty.	Unit	Unit Price	PREVIOUS		THIS PERIOD		TOTAL TO DATE	
Change Order No. 1					Qty.	Amount	Qty.	Amount	Qty.	Amount
1-1	Fire Hydrant at Skyline Hospital	All Req'd	LS	4,200.00	0%	0.00	0%	0.00	0%	0.00
1-2	New Storm Drain for Spring Discharge	All Req'd	LS	7,250.00	90%	6,525.00	10%	725.00	100%	7,250.00
1-3	1-In. Water Service Line with CTS HDPE Tubing (See Bid Item No. 36)									
1-4	Water Service Line with CTS HDPE Tubing, Service Side (See Bid Item No. 37)									
Change Order No. 2										
2-1	Replacement of Storm Drain Impacted by Construction	All Req'd	LS	23,500.00	0%	0.00	100%	23,500.00	100%	23,500.00
Total All Change Orders									\$	30,750.00
Materials Stored to Date:		Qty.	Unit	Unit Price	PREVIOUS		THIS PERIOD		TOTAL TO DATE	
					Qty.	Amount	Qty.	Amount	Qty.	Amount
CL 350 Ductile Iron Pipe (4", 6", 8", and 12") and Restraint Gaskets (Order No. 0847689)					100%	\$208,833.06	0%	\$0.00	100%	\$208,833.06
Pipe, Valves, Fittings, and Other Miscellaneous Materials (see Materials On Hand Worksheet)					100%	158,940.80	0%	0.00	100%	158,940.80
Fire Hydrants and Valves (see Materials On Hand Worksheet)					100%	81,579.44	0%	0.00	100%	81,579.44
Materials Installed (see Materials On Hand Worksheet)								(336,305.02)		(336,305.02)
Total Materials Stored to Date									\$	113,048.28
TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE									\$	1,230,187.28
Percent of Contract Price Completed to Date				48%						

Invoice	Date	Invoice Amount	Allowed Amount	Basis
Materials On-Hand - Application for Payment No. 1			\$ 208,833.06	
Materials On-Hand - Application for Payment No. 3			\$ 158,940.80	
Materials On-Hand - Application for Payment No. 2			\$ 81,579.44	
		\$ -	\$ -	
Subtotal			\$ -	
Total			\$ 449,353.30	

Materials Installed

Installed	Quantity	Unit	Cost, \$
12-inch Pipe	5,222	LF	\$ 198,355.68
12-Inch Valve	31	EA	\$ 82,697.09
8-inch Pipe	216	LF	\$ 6,168.18
8-Inch Valve	18	EA	\$ 25,096.13
6-inch Pipe	234	LF	\$ 608.55
Fire Hydrant/6-inch Valve	8	EA	\$ 19,771.28
2-inch Pipe	40	LF	\$ 52.80
2-inch Gate Valve	2	EA	\$ 1,650.00
1-inch Pipe	1080	LF	\$ 367.20
Main Connection	43	EA	\$ 1,538.11
Materials Installed		Subtotal	\$ 336,305.02

Net Materials On-Hand \$ **113,048.28** Difference of On Hand & Installed

Unit Cost Determination

Description	Overall Cost	Quantity	Unit	Unit Cost
12-Inch Pipe	\$ 200,634.76	5,282	LF	\$ 37.98
8-Inch Pipe	\$ 90,038.28	3,153	LF	\$ 28.56
6-Inch Pipe	\$ 1,201.50	462	LF	\$ 2.60
4-Inch Pipe	\$ 645.58	60	LF	\$ 10.76
2-inch Pipe			LF	\$ 1.32 Material Cost
1-inch Pipe			LF	\$ 0.34 Material Cost
12-Inch Valve	\$ 26,676.48	10	EA	\$ 2,667.65
8-Inch Valve	\$ 16,730.75	12	EA	\$ 1,394.23
6-Inch Valve	\$ 6,784.92	12	EA	\$ 565.41
2-inch Valve	\$ 1,650.00	2	EA	\$ 825.00 Material Cost
Fire Hydrant with Valve				\$ 2,471.41 Material Cost
Main Connection				\$ 35.77 Material Cost

See Unit Costs presented in Crestline Construction Company Job History Report

Installed Piping

Valve Size		12-in.	8-in.						
Length of Valves		1.17	1.10						
Bid No.	Description	Stationing Beg.	End	Total LF/EA	No. of Valves	Length of Valves, LF	Net LF	Percent Complete	Payable LF
Application for Payment No. 2									
30	12-in. Water Main	1550	147	1,403	8	9	1,394	100%	1,394
Application for Payment No. 3									
32	6-inch Water Main	Various	C101-104	180			180	100%	180
36	1-inch Water Service Line	Various	C101-104	806			806	100%	806
52	Fire Hydrant & Aux. Valve	Various	C101-104	5			5	100%	5
Application for Payment No. 4									
30	12-in. Water Main	5400	1964	3,436	19	22	3,414	80%	2,731
31	8-in. Water Main	147	125	22			22	100%	22
Application for Payment No. 5									
30	12-in. Water Main	1964	1550	414	2	2	412	80%	329
31	8-in. Water Main	Various		194	2	2	192	100%	192
32	6-inch Water Main	Various		54			54	80%	43
36	1-inch Water Service Line	Various	C104,5,6,7	274			274	80%	219
52	Fire Hydrant & Aux. Valve	Various	C104,6-7	3			3	80%	2
Total 12-inch Pipe Installed/Paid				5,253			5,220		4,455

LETTER OF TRANSMITTAL

TO: City of White Salmon
ATTN: Pat Munyan, Public Works Director/
City Administrator
P.O. Box 2139
White Salmon, Washington 98672

DATE: July 30, 2020
JOB NO.: 250-04
RE: Jewett Water Main Improvements

WE ARE SENDING YOU:

COPIES	DESCRIPTION
1	AP Invoice No. 68847

THESE ARE TRANSMITTED AS CHECKED:

- | | | |
|--|---|--------------------------------|
| <input type="checkbox"/> As requested | <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ |
| <input type="checkbox"/> For your use | <input type="checkbox"/> For your files | |
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> For Bids Due _____ | |

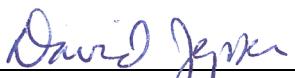
REMARKS

Pat:

Enclosed for the City's approval is AP Invoice No. 68847 that covers services through July 15, 2020. The services within this invoice are related to providing construction assistance for the Jewett Water Main Improvements project, including on-site review of the project, Application for Payment No. 5, Change Order No. 3, and coordination with City and Contractor staff.

Please contact me if you have any questions or comments on this invoice or the project itself.

cc: File No. 250-04-00, w/encl.

Signed: 
David Jepsen, P.E.
Project Engineer

Walla Walla, WA • La Grande, OR • Redmond, OR • Hermiston, OR



City of White Salmon
 PO Box 2139
 White Salmon, WA 98672

Invoice number 68847
 Date 07/30/2020

Project **250-04 Jewett Water Main Improvements**

Professional Services through July 15, 2020

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
PROFESSIONAL SERVICES	\$593,700.00	68.79	\$381,387.12	\$408,384.95	\$185,315.05	\$26,997.83
Total	\$593,700.00	68.79	\$381,387.12	\$408,384.95	\$185,315.05	\$26,997.83

Professional Services

Professional Services

	Hours	Rate	Billed Amount
Project Representative II	146.00	100.00	14,600.00
Senior Engineer VII	2.50	190.00	475.00
Senior Engineer V	49.00	180.00	8,820.00
Engineering Technician II	6.25	100.00	625.00
Technician VI	3.50	90.00	315.00
Professional Services Subtotal	207.25		\$24,835.00

Miscellaneous Expenses

	Units	Rate	Billed Amount
Auto Mileage	1,120.00	0.575	644.00

Outside Services

	Billed Amount
Consultant Klein & Associates, Inc.	1,518.83
Phase Subtotal	\$26,997.83

Invoice Total \$26,997.83

File Attachments for Item:

5. Task Order - Engineering Services, Anderson Perry - Garfield Water Line Replacement

a. Presentation and Discussion

b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: August 5, 2020
Agenda Item: Task Order for Anderson Perry Engineering Services – Garfield Water Line Replacement
Presented By: Jan Brending, Clerk Treasurer

Action

Approve task order for Anderson Perry water engineering services for the replacement of a water line on Garfield Street.

Motion

Motion to authorize approval of task order for Anderson Perry water engineering services in an amount not to exceed \$9,000 related to the replacement of a water line on Garfield Street.

Explanation of Issue

The City has funding from TIB for improvements to Garfield Street from Jewett to Washington. There is a water line in the roadway that needs to be replaced prior to the street construction. Anderson Perry & Associates is the city’s water engineer with a contract previously approved by the city council. Task orders are submitted by the engineering firms for specific projects. Anderson Perry has submitted a task order in the amount of \$9,000 for the Garfield water line replacement project.

Staff Recommendation

Staff recommends the city approve the task order with Anderson Perry & Associates for water engineering services related to the Garfield water line replacement project in an amount not to exceed \$9,000.

EXHIBIT A

CITY OF WHITE SALMON, WASHINGTON GARFIELD AVENUE WATER MAIN IMPROVEMENTS ENGINEERING SERVICES

SCOPE OF WORK

BACKGROUND

The City of White Salmon (OWNER) needs to replace the existing 3-inch diameter steel water main on NW Garfield Avenue between NW Washington Street and NW Lincoln Street prior to street improvements being constructed on NW Garfield Avenue.

The proposed new water main would be 8-inch diameter starting near the northwest intersection of NW Garfield Avenue and NW Lincoln Street, extending north on NW Garfield Avenue, then east to the tee connection near the intersection of NW Washington Street and Michigan Avenue, and connecting to the existing 3-inch diameter water main that serves customers on NW Washington Avenue to the west of Garfield Avenue. Total length of proposed water main for this section is approximately 465 linear feet.

The OWNER has expressed interest in having a bid alternate for installing new 8-inch diameter water main on NW Washington Street, west of Garfield Avenue, with a fire hydrant installed on the west end of this water main. Total length of this portion of the water main improvements is approximately 235 linear feet.

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT) AND OWNER

The CONSULTANT will develop bid documents for the proposed work suitable for the OWNER to solicit bids from their Small Works Roster. The bid documents will include the following.

- **Bidder's Packet** – Includes Bid Form and Bid Bond.
- **Advertisement** – Includes general description of project and information needed for submission of bids.
- **Agreement and General Conditions** – As provided by the OWNER.
- **General Requirements and Technical Specifications** - Based on OWNER's Developer Standards (adopted September 8, 2018).
- **Drawings and Photos**- Aerial figure of proposed water main alignment, and photographs of selected areas of the alignment, all or part of the OWNER's standard water system details, and other detail drawings needed to describe the work.

The CONSULTANT will answer technical questions on the bid documents and issue addendum(s) as needed.

Duties and responsibilities excluded from the CONSULTANT's services, unless authorized by contract amendment, include the following:

- Pre-bid meeting on site.
- Bid opening and review.
- Preconstruction meeting attendance or preparation of notes.
- Surveying or detailed design.
- Detailed drawings (i.e., plan and profile sheets showing known underground utilities and possible conflicts).
- Construction administration, including on-site review of the construction work, processing of partial and final payments and change orders, and Record Drawings.



EXHIBIT B

CITY OF WHITE SALMON, WASHINGTON
 GARFIELD AVENUE WATER MAIN IMPROVEMENTS
 ENGINEERING SERVICES

<u>Classification</u>	<u>Estimated Hours</u>	<u>Rate</u>	<u>Cost</u>
Senior Engineer VI-VIII	4	\$ 190	\$ 760
Senior Engineer IV-V	32	\$ 180	\$ 5,760
Project Engineer III-V	8	\$ 145	\$ 1,160
Senior Technician II-V	12	\$ 110	\$ 1,320
TOTAL PROJECT BUDGET			\$ 9,000

File Attachments for Item:

6. Rheingarten Park Restroom Remodel Small Works Roster Bid

a. Presentation and Discussion

b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: August 5, 2020
Agenda Item: Rheingarten Park Restroom Remodel Small Works Roster Bid
Presented By: Jan Brending, Clerk Treasurer

Action

Authorize Mayor to sign contract for Rheingarten Park Restroom Remodel

Motion

Authorize Mayor to sign contract with _____ for Rheingarten Park Restroom Remodel in the amount of \$_____.

Explanation of Issue

The City rebid the Rheingarten Park restroom remodel project via the Small Works Roster. The city received three bids as follows:

Hale Construction	\$54,190.88 (including sales taxes)
With Heating	\$57,254.63 (including sales taxes)
Emtech	\$76,745.00 (including sales taxes)
With Heating	\$79,388.94 (including sales taxes)
AQC Builders	\$77,465.83 (including sales taxes)
With Heating	\$79,082.63

Staff will provide additional information on Monday, August 3 after review of bids and funding for the project.

City of White Salmon
Rheingarten Park Restroom Remodel
Bids Due by Email, 12:00 Noon, July 31st
Washington Prevailing Wages

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	Demolition	LS			\$1,973.80
2	Misc. Materials: Wood, Drywall, Plumbing, Etc.	LS			\$20,224.45
3	Sakrete Flo-Coat Concrete Resurfacer 40-lb	EA			\$1,163.66
4	Ceiling Mount Elec Vent	EA			\$268.18
5	ADA Handrails	EA		Incl w tlt partition, item 13	
6	(1) COAT Primer & (3) Coats Paint	SF			\$2,732.49
7	ADA Compliant Wall Mounted Toilet	EA		incl in plumbing, item 2	
8	Wall Mounted Urinal	EA		incl in plumbing, item 2	
9	ADA Compliant Wall Mounted Sink	EA		incl in plumbing, item 2	
10	Motion Sensor Faucet	EA		incl in plumbing, item 2	
11	Motion Sensor Hand Drier	EA		incl in electrical, item 15	
12	Plastic Laminate Floor Anchored Partition Wall	LS			\$4,000.00
13	Plastic Laminate Partition Door	EA		incl in partitions, item 13	
14	Installation Labor (# of Hours)	EA	166	PW, various	\$9,458.60
15	Electrial Materials and Installation	LS			\$9,042.07
ADD	General Conditions - permit, delivery, mngmnt	LS			\$1,546.87
	Subtotal				\$50,410.12
	Sales Tax @ 7.5%				\$3,780.76
	Total Bid without Heaters				54,190.88
16	Electrical Ceiling Heaters				2,850.00
17	Electrical Materials and Installation			Incl in line item 16	0.00
	Subtotal				2,850.00
	Sales Tax @ 7.5%				213.75
	Total for Heaters				3,063.75

Contractor Name: Hale Construction NW, Inc

Contractor Address: 1034 Pine St., Hood River, OR 97031

Phone number and email: 541 386-5585, dana@hale.construction

Signature and Date: Dana Hale 7/31/20

City of White Salmon
Rheingarten Park Restroom Remodel
Bids Due by Email, 12:00 Noon, July 31st
Washington Prevailing Wages

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	Demolition	LS			4265.08
2	Misc. Materials: Wood, Drywall, Plumbing, Etc.	LS			20178.89
3	Sakrete Flo-Coat Concrete Resurfacer 40-lb	EA	40	31.25	1250.00
4	Ceiling Mount Elec Vent	EA	2	415.63	831.26
5	ADA Handrails	EA	6	371.34	2228.04
6	(1) COAT Primer & (3) Coats Paint	SF	1200	1.76	2115.90
7	ADA Compliant Wall Mounted Toilet	EA	3	4612.5	13837.50
8	Wall Mounted Urinal	EA	1	3600	3600.00
9	ADA Compliant Wall Mounted Sink	EA	2	2000	4000.00
10	Motion Sensor Faucet	EA	2	2000	4000.00
11	Motion Sensor Hand Drier	EA	2	1063.125	2126.25
12	Plastic Laminate Floor Anchored Partition Wall	LS			3750.00
13	Plastic Laminate Partition Door	EA	3	297.5	892.50
14	Installation Labor (# of Hours)	EA	8	131.68	1053.40
15	Electrial Materials and Installation	LS			7261.88
	Subtotal				71390.70
	Bond Amount (not included in subtotal)			1830.53	
	Sales Tax @ 7.5%				5354.30
	Total Bid without Heaters				76745.00
16	Electrical Ceiling Heaters	EA	3	477.95	1433.85
17	Electrical Materials and Installation	LS			1025.63
	Subtotal				2459.48
	Sales Tax @ 7.5%				184.46
	Total for Heaters				2643.94

Contractor Name: Emtech, LLC

Contractor Address: 1133 Kresky Ave. Suite, 106, Centralia, WA 98531

Phone number and email: (360) 748-4891 ; projects@emtech.us

Signature and Date: *Benjamin D. Boucher* 07/31/2020

CITY OF WHITE SALMON
RHEINGARTEN PARK PUBLIC RESTROOMS REMODEL
BID

Description	Bid
Park Restroom Remodel w/o heating	\$ 72,061 ²⁴
Sales Tax (7.5%)	\$ 5404 ²⁹
TOTAL	\$ 77,465⁸³
Park Restroom Remodel with heating	\$ 73,565 ²⁴
Sales Tax (7.5%)	\$ 5517 ²⁹
TOTAL	\$ 79082⁶³

Contractor Name: AQC BUILDERS

Contractor Address: 371 Highway 14 P.O. Box 1284
Spewenson, wa 98648

Phone: 541-490-7049 E-Mail: gregsundby@gmail.com

Signature: *Greg Sundby*

Date: 07/31/2020

File Attachments for Item:

Approval of Meeting Minutes - July 15, 2020



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, July 15, 2020
Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

Jason Hartmann (Mayor Pro Tempe)
David Lindley
Ashley Post
Joe Turkiewicz

Staff Present:

Jan Brending, Clerk Treasurer
Ken Woodrich, City Attorney
Russ Avery, Public Works Operations Mgr.
Mike Hepner, Police Chief
Bill Hunsaker, Building Official/Fire Chief

1. Call to Order

Jason Hartmann, Mayor Pro Tempe called the meeting to order at 6:00 p.m. There were approximately 8 people in the audience (by video or telephone).

2. Roll Call

All council members were present. (Note: Council Position #4 is currently vacant.) Marla Keethler, Mayor is on maternity leave.

3. Public Comment

Kallie Kurtz, White Salmon (located in County)

Jan Brending, Clerk Treasurer read a public comment from Kallie Kurtz who lives in Klickitat County stating that the City Council has remained silent on the “Black Lives Matter” issue and asked the City Council to do more than adopt a diversity resolution and included a statement from Emilé Zynobia a woman of color who speaks about small, active progressives towns.

4. Changes to Agenda

Jan Brending, Clerk Treasurer requested that an item regarding approving Change Order No. 2 for the Jewett Water Main Project be added to the agenda after the item regarding the Cost Sharing Agreement with the Yakama Nation.

Moved by Joe Turkiewicz. Seconded by Ashley Post.

Motion to add agenda item regarding approval of Change Order No. 2 for the Jewett Water Main Project. Motion carried 4-0 with Mayor Pro Tempe Jason Hartmann voting.

5. Appointment of City Council Member Position No. 4

Jan Brending, Clerk Treasurer explained that the city council received 4 letters of interest for Council Member Position No. 4: David Dierck, Jim Ransier, Dr. Susan Abernethy, and Jenna Newcomb Barkhimer. She said that David Dierck notified the city that he was withdrawing his name for consideration.

The council interviewed the three remaining candidates, asking each candidate the same questions.

At 6:40 p.m. the city council announced that it would meet in Executive Session pursuant to RCW 42.30.110)(1)(g) to discuss the qualifications of the candidates for the position of Council Member.

The City Council resumed regular session at 6:55 p.m.

City Council members submitted ranking of the candidates with 1 being their first choice to Jan Brending, Clerk Treasurer who tallied the ranking. She announced that Jim Ransier was ranked overall as the first choice.

***Moved by Ashley Post. Seconded by David Lindley.
Motion to appoint Jim Ransier as Council Member to Position No. 4. Carried 4-0 with Jason Hartmann, Mayor Pro Tempe voting.***

Jason Hartmann thanked the candidates for applying. He said that all the candidates were very well qualified and that he hopes they will continue to stay involved.

6. Resolution 2020-07-503, Establishing a Sole Source Provider and Authorizing the Purchase and Installation of Telemetry Equipment

Jan Brending, Clerk Treasurer said the council has been provided with a revised version of the proposed resolution that identifies the company Hach as the sole source provider. She said the city's turbidity meters need to be replaced and that due to the telemetry programming a specific brand of meters needs to be purchased in order to work with the current system. Brending noted that the city is working to upgrade its telemetry system.

Council members asked if the new turbidity meters would work with future upgrades.

Brending said yes.

***Moved by Joe Turkiewicz. Seconded by Ashley Post.
Motion to adopt Resolution 2020-07-503, Establishing a Sole Source Provider and Authorizing the Purchase and Installation of Telemetry Equipment. Carried 4-0 with Jason Hartmann, Mayor Pro Tempe voting.***

7. Cost Sharing Agreement Between City of White Salmon and Yakama Nation

Jan Brending, Clerk Treasurer said the cost sharing agreement is part of the White Salmon River Source Reliability Study that is funded by the Department of Ecology and the City. She said the Yakama Nation has been a key stakeholder in the process to date and will be providing \$20,000 towards the project. Brending said the agreement has been reviewed by both the city attorney and the Yakama Nation attorney.

David Lindley, Council Member said he will recuse himself from voting as he is the Aquatic Habitat Coordinator for the Yakama Nation. He said the project is a great step forward.

Moved by Ashley Post. Seconded by Joe Turkiewicz.

Motion to authorize the mayor to sign the cost sharing agreement between the City of White Salmon and Yakama Nation. Carried 3-0 with David Lindley recusing himself and Jason Hartmann, Mayor Pro Tempe voting.

8. Jewett Water Main Improvements Change Order No. 2

Jan Brending, Clerk Treasurer said the construction on the Jewett Water Main Improvements project revealed that the city’s existing stormwater system on Jewett from Riverwatch Drive to 1st Street needed to be restored. She said the costs are based on a lump sum basis including all materials, labor, and equipment except for surface restoration which will be paid at the unit price included in the original contract. Brending said the amount of the change order is \$25,262.50.

**Moved by Joe Turkiewicz. Seconded by Ashley Post.
 Motion to authorize the Mayor to sign Jewett Water Main Improvements Change Order No. 2 in the amount of \$25,262.50.**

9. Consent Agenda

- a. Approval of Meeting Minutes – July 1, 2020
- b. Approval of Vouchers

Type	Date	From	To	Amount
Claims	7/15/2020	EFT	EFT	10,064.20
	7/15/2020	36234	36260	130,092.46
			Claims Total	140,156.66
Payroll				
			Payroll Total	0.00
Manual Claims	7/6/2020	EFT	EFT	1,803.44
	7/9/2020	36261	36262	252,991.74
			Manual Total	254,795.18
			Total All Vouchers	394,951.84

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 15th day of July, 2020.

**Moved by David Lindley. Seconded by Joe Turkiewicz.
 Motion to approve consent agenda as presented. CARRIED 4-0 with Jason Hartmann., Mayor Pro Tempe voting.**

10. Department Head and Council Member Reports

Mike Hepner, Police Chief said that a Bothell Police Officer was recently killed in the line of duty. Hepner said Council Member David Lindley has started ride alongs with the different officers. He said if any council members want to schedule ride alongs with the officer to not hesitate to contact him.

Russ Avery, Public Works Operations Manager said that the pressure reducing valves (PRVs) were set today by Crestline. He said they are also working on installing hydrants and establishing services. Avery said public works will be installing two parklets and working on pothole repairs.

Bill Hunsaker, Building Official/Fire Chief said there were no callouts to fire for Southwest Fire on the 4th of July.

David Lindley, Council Member asked Hunsaker if the Department of Natural Resources tree thinning was moving forward.

Hunsaker said that at this time it is on hold due to COVID-19.

Ken Woodrich, City Attorney said that Jim Ransier will need to be sworn in.

Jan Brending, Clerk Treasurer said she can make arranges with Jim Ransier to swear him in prior to the next council meeting.

Jan Brending, Clerk Treasurer said that Budget Committee meeting needs to be scheduled for the first part of August. She said the city is hosting a table at Farmer's Market on Tuesdays from 4 to 7 p.m. and providing free masks to White Salmon residents, signing up White Salmon residents for free access to the Hood River pool, providing blue recycling bags and encouraging people to participate in the 2020 Census. Brending said that once the county enters Phase 3 city hall staff will be returning to city hall. She noted that building permits and land use applications are being accepted by the city.

Ashley Post, Council Member welcomed Jim Ransier to the city council.

Joe Turkiewicz, Council Member said he has received some concerns about the speed of traffic on Wauna Street and is happy to see a police presence in that area. He thanked the candidates for city council.

David Lindley, Council Member said he received 6,000 face masks which were quickly spoken for. He said the time he has spent doing ride alongs with the police officers has been well spent.

Joe Turkiewicz, Council Member asked what time did Lindley do the ride along.

Lindley said from 9 p.m. to 2 a.m.

Jason Hartmann, Council Member said he continues to talk with Underwood Conservation District and Dirt Huggers about curbside pickup for organic composting. He said he would also

like to see recycling materials picked up in containers versus using blue plastic bags that are not recyclable.

11. Adjournment

The meeting adjourned at 7:29 p.m.

Jason Hartmann, Mayor Pro Tempe

Jan Brending, Clerk Treasurer