

**AGREEMENT FOR CONSTRUCTION OF MARINA PUMP STATION  
PORT OF RIDGEFIELD AND CLARK REGIONAL WASTEWATER DISTRICT**

THIS AGREEMENT is made and entered into by and between CLARK REGIONAL WASTEWATER DISTRICT, Clark County, a Washington sewer district (“District”), and the PORT OF RIDGEFIELD, a Washington port district (“Port”).

**RECITALS**

A. The Port is re-developing its downtown waterfront property. A marina is located adjacent to its property. A small wet-well mounted package pump station serves the marina (“Existing Pump Station”). The Existing Pump Station is at the end of its useful life, and is insufficient in both capacity and technology to accommodate re-development of the Port’s property.

B. In order to allow re-development of the Port’s property and construct its Rail Overpass Project – Phase 2, the Port obtained a permit from the City of Ridgefield (“City”) to replace the Existing Pump Station per City standards in a new location at the westerly end of Mill Street on real property owned by the Port legally described and shown on **Exhibit A** attached hereto and made a part hereof (“Property”).

C. The District owns and operates a wastewater system. Pursuant to the “Collection System Transfer and Operating Agreement between the City and the District,” the City transferred its wastewater collection system to the District on January 1, 2014. The Existing Pump Station is a part of the District’s wastewater collection system and is identified as a permanent pump station on its Comprehensive General Sewer Plan.

D. The Port and the District have agreed to construct a permanent pump station to District standards, which will accommodate re-development of the Port’s property and completion of the final phase of the District’s Discovery Corridor Wastewater Transmission System project, allowing for the eventual abandonment of the City’s wastewater treatment plant. This pump station (“Pump Station” and “Project”) will be of mutual benefit to both Parties.

E. The Parties have determined that the most cost effective and operationally efficient option for constructing the Pump Station is to include it in the Rail Overpass Project--Phase 2.

F. Pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, RCW 57.08.005(12), and RCW 53.08.240(2), the Parties desire to enter into this Interlocal Agreement to set forth the terms and conditions upon which the Port will construct the

Pump Station and transfer it to the District, and the District will own, operate, and maintain the Pump Station.

## **AGREEMENT**

In furtherance of the foregoing and in consideration of the following terms and conditions, the Port and the District agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the obligations, rights, roles and responsibilities of the Parties for the design and construction of the Pump Station in connection with the Port's Rail Overpass Project-Phase 2.

2. Pump Station in Rail Overpass Project. The Port shall include a new and relocated pump station, appurtenances and related lines, which are described and depicted in **Exhibit B** attached hereto and made a part hereof ("Project" and "Pump Station") in the Port's Rail Overpass Project-Phase 2 ("Rail Overpass Project"). The Port's duties and responsibilities for the Project shall include, but not be limited to preparation, satisfaction and/or issuance of the following: plans, specifications and drawings; environmental review; permits and approvals; change orders; construction; inspection; contract amendment execution; and administration.

3. Project Design Approval; Compliance with Laws and Regulations. The Parties shall work cooperatively to prepare plans, specifications and drawings for the Project. The Port shall transmit all draft plans, specifications and drawings for the Project to the District as soon as such documents are available. The District must approve the plans, specifications and drawings for the Project prior to the Port proceeding with construction of the Project. The Port shall provide for and construct the Project in accordance with applicable bidding laws and regulations.

4. District Insurance Coverage. The Port shall require the contractor for the Rail Overpass Project to name the District and each of its officers, employees and agents as additional insured for primary and non-contributory limits of liability under the contractor's insurance for the full limits of liability available under the insurance, whether such limits are primary, excess, contingent or otherwise.

5. Communication and Collaboration. The Port shall serve as the lead agency for the Project. As lead agency, the Port shall communicate with all outside agencies and the contractor for the Rail Overpass Project. By telephonic, email or in person communication, the Port shall communicate regularly with the District at an agreed upon frequency. Such communication shall include periodic reports regarding communications with outside agencies and the status of the Project.

6. Change Orders. If after the District's approval of the Project, the Port desires to issue a change order for the Project that substantially or materially changes

the nature, scope or cost of the Project, the Port shall notify the District immediately. The Port shall not proceed with or approve such a change order without District approval. The Port shall pay for any and all change orders, and the cost of change orders shall not revise the District's payment as set forth in Section 10 of this Agreement.

7. Project Acceptance. The Port shall notify the District upon completion of the Project, even if the overall Rail Overpass Project has not been completed. Within two (2) business days of a District request, the Port shall provide the District with all requested reports and records regarding construction, inspection and completion of the Project. The Parties will work diligently and in good faith to resolve any "punch list" or completion items for the Project. Upon resolution of such items, the District shall notify the Port of the District's acceptance the Project.

8. Bill of Sale. Upon District acceptance of the Project (regardless of acceptance of the entire Rail Overpass Project), the Port shall transfer title of the Project to the District by bill of sale in the form of **Exhibit C** attached hereto and made a part hereof. The Port acknowledges that the bill of sale includes, among other things, a warranty for a period of one (1) year from the date of the bill of sale that the Project will remain in acceptable working order and condition, and that the Port (or its contractor) will repair or replace at its own expense any work or material that is shown to be defective during the one (1) year period. At the District's option, the District may accept a different warranty offered by the contractor for the Project.

9. Easement for Pump Station. Concurrent with payment of the District Project Payment, as defined in Section 10 below, and transmittal of the executed bill of sale, and in consideration of the terms and conditions of this Agreement, the Port shall grant to the District a perpetual easement for the Pump Station, in the form of **Exhibit D** attached hereto and made a part hereof ("Easement") and in the location on the Property shown on the attachment to **Exhibit D**.

10. Project Estimated Cost; Payment for Project Cost. The estimated construction cost of the Project is \$491,025.34. The estimated cost of the Project is set forth on **Exhibit E** attached hereto and made a part hereof. The District shall pay to the Port the amount of \$252,089.57 for the Project; provided that if the Port is able to obtain funds from other governmental agencies for the Project, the Port will apply such funds to the Project, thereby reducing this amount ("District Project Payment"). The District Project Payment represents the cost of upgrades to and improvements of the Pump Station that are above and beyond the cost of replacing in-kind the Existing Pump Station (this cost difference is \$238,935.77, also set forth on **Exhibit E**). The District Project Payment constitutes the full and complete amount of the District's financial contribution to the cost of the Project.

11. Payment Procedure. The District shall make progress payments to the Port of up to a maximum of 50% of the District Project Payment upon being invoiced and upon District validation of completed work. The remainder shall be paid upon District receipt of the Easement and the bill of sale.

12. Project Ownership, Maintenance and Operation. Following receipt of the bill of sale, the District shall own, operate and maintain the Pump Station, except for warranty commitments contained in the bill of sale.

13. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed with postage prepaid:

If to the Port, to:  
Port of Ridgefield  
PO Box 55  
Ridgefield, WA 98642  
Attention: Port CEO

or to such other person or place as the Port shall furnish to the District in writing.

If to the District, to:  
Clark Regional Wastewater District  
P.O. Box 8979  
Vancouver, WA 98668-8979  
Attention: General Manager

or to such other person or place as the District shall furnish to the Port in writing. Notices shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

The individuals identified in the addresses above, or their respective designees in writing, shall serve as the representatives of the Parties for this Agreement.

14. Indemnification and Hold Harmless. To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees and agent, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees and agents in performing obligations under this Agreement. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of one Party or its officers, officials, employees and agents, and the other Party or its officers, officials, employees and agents, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials,

employees or agents.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

15. Enforceability/Specific Performance. The rights granted herein and the indemnifications, covenants, agreements, obligations and reservations made or referenced in this Agreement are of a special and unique kind and character and, if there is a breach by either Party of the rights granted or the indemnifications, covenants, agreements, obligations and reservations made hereunder, the other Party shall be entitled to enforce such rights by specific performance and such other legal or equitable relief as provided under the laws of the State of Washington.

16. Records. For a period of not less than three (3) years from transfer of the Pump Station to the District, the Port shall keep all records and accounts relating to the Project for inspection and audit by the District. The Port shall furnish copies of all such records and accounts to the District upon request. If any litigation, claim or audit is commenced, the records and accounts, together with supporting documentation, shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

17. No Joint Venture. No joint venture or partnership is formed as a result of this Agreement. No officers, officials, employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Party.

18. No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties and gives no right to any other party or person.

19. Waiver. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the non-breaching Party, which shall be attached to this Agreement.

20. Entire Agreement. This Agreement contains the entire written agreement of the Parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.

21. Prevailing Party Costs. If either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all

such fees, costs and expenses shall be recoverable by the prevailing Party.

22. Governing Law and Venue. This Agreement has been executed under and shall be construed and enforced in accordance with the laws of the State of Washington. If there is any litigation or other proceeding to enforce or interpret any provisions within this Agreement, jurisdiction shall be in the courts of the State of Washington and venue shall be in Clark County.

23. Successors and Assigns. All of the provisions, conditions, regulations and requirements contained in this Agreement shall be binding upon the successors and assigns of the Parties.

24. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement (“Effective Date”).

25. Term. This Agreement shall be effective from the Effective Date until completion of the maintenance period for the Project, as set forth in the bill of sale for the Project.

26. Survival of Obligations. Upon expiration of this Agreement, Section 12 (Indemnification and Hold Harmless) shall survive termination of this Agreement.

27. Termination. This Agreement shall terminate automatically if the Port fails to execute the change order for construction of the Project within 180 days of the Effective Date.

28. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

29. Alternative Dispute Resolution. It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions by the Port's Chief Executive Officer and the District's General Manager. If a dispute arises from or relates to this Agreement or the breach thereof and the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a professional mediator before resorting to a lawsuit. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation at the mediation.

30. Interlocal Agreement Provisions. This Agreement shall terminate only upon the mutual consent of the Parties or by Court order. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered jointly by the Port's Chief Executive Officer and the

District's General Manager. Consistent with RCW 39.34.040, this Agreement shall be posted on the Port's and the District's respective websites listed by subject matter.

31. Severability. If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such action shall not affect the validity or enforceability of any other section or part of this Agreement.

32. Incorporation by Reference. The recitals set forth above are incorporated herein in full by this reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

Port of Ridgefield

Clark Regional Wastewater District

By   
\_\_\_\_\_  
Brent Grening, CEO

By   
\_\_\_\_\_  
John M. Peterson, P.E.,  
District Manager

Date: 06-25-14

Date: 06-25-2014





**EXHIBIT A**  
**(DESCRIPTION OF PORT PROPERTY)**



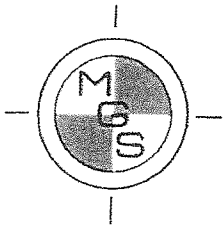


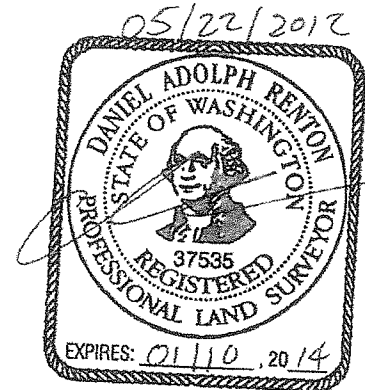
EXHIBIT 'A'

**MINISTER-GLAESER**  
**SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98661

MAY 22, 2012

PARCELS 7 AND 9  
"McCUDDY"



**PARCELS 7 AND 9, "McCUDDY"**  
**RIGHT OF WAY ACQUISITION**

A parcel of land located in a portion of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 1 West, Willamette Meridian, City of Ridgefield, Clark County, Washington and more particularly described as follows:

**COMMENCING** at the Northeast corner of the Southeast Quarter of Section 24, Township 4 North, Range 1 West, Willamette Meridian, City of Ridgefield, Clark County, Washington;

Thence North  $88^{\circ}13'03''$  West, along the North line of the Southeast Quarter of Section 24 and the North line of the Frederick and Catherine Donation Land Claim Number 86 and the centerline of Pioneer Street and its extension thereof (Proposed), for a distance of 1353.91 feet to Pioneer Street Extension PT Station 13+70.58 (Proposed) as shown on Sheets 39 through 40 of the Port of Ridgefield, Rail Overpass Project, Right of Way Plan (Proposed), Station 7+00 to Station 14+50, dated February 2011, point being the beginning of a 160.00 foot radius tangent curve to the right;

Thence leaving the North line of the Southeast Quarter of Section 24 and the North line of Frederick and Catherine Donation Land Claim, along the centerline of Proposed Pioneer Street Centerline Extension, along the arc of a 160.00 foot radius tangent curve to the right, for an arc distance of 26.75 feet, through a central angle of  $9^{\circ}34'44''$ , the radius of which bears North  $01^{\circ}46'57''$  East, the long chord of which bears North  $83^{\circ}24'41''$  West, for a chord distance of 26.72 feet to the Westerly right of way line of the Burlington Northern and Santa Fe Railroad and Proposed Pioneer Street Centerline Extension Station 13+43.83, and the beginning of a 2914.79 foot radius non-tangent curve to the left, said point being the **TRUE POINT OF BEGINNING**;

Thence leaving Proposed Pioneer Street Centerline Extension, along Westerly right of way line of the Burlington Northern and Santa Fe Railroad along the arc of a 2914.79 foot radius non-tangent curve to the left, for an arc distance of 34.64 feet, through a central angle of 00°40'51", the radius of which bears North 68°44'07" East, the long chord of which bears South 21°36'19" East, for a chord distance of 34.64 feet to Proposed Pioneer Street Centerline Extension Station 13+59.73, 30.00 feet Right of Station and the beginning of a 190.00 foot radius non-tangent curve to the right;

Thence leaving Westerly right of way line of the Burlington Northern and Santa Fe Railroad and parallel with Proposed Pioneer Street Centerline Extension, along the arc of a 190.00 foot radius non-tangent curve to the right for an arc distance of 246.24 feet, through a central angle of 74°15'20", the radius of which bears North 05°40'05" East, the long chord of which bears North 47°12'16" West, for a chord distance of 229.37 feet to Proposed Pioneer Street Centerline Extension Station PC 11+52.37, 30.00 feet Right of Station;

Thence North 10°04'36" West, parallel with Proposed Pioneer Street Centerline Extension, for a distance of 224.37 feet to Proposed Pioneer Street Centerline Extension Station 9+28.00, 30.00 feet Right of Station;

Thence South 79°55'24" West, for a distance of 50.00 feet to Proposed Pioneer Street Centerline Extension Station 9+28.00, 50.00 feet Right of Station;

Thence North 17°12'07" West, for a distance of 161.24 feet to Proposed Pioneer Street Centerline Extension Station 7+68.01, 100.00 feet Right of Station and the South right of way line of Mill Street;

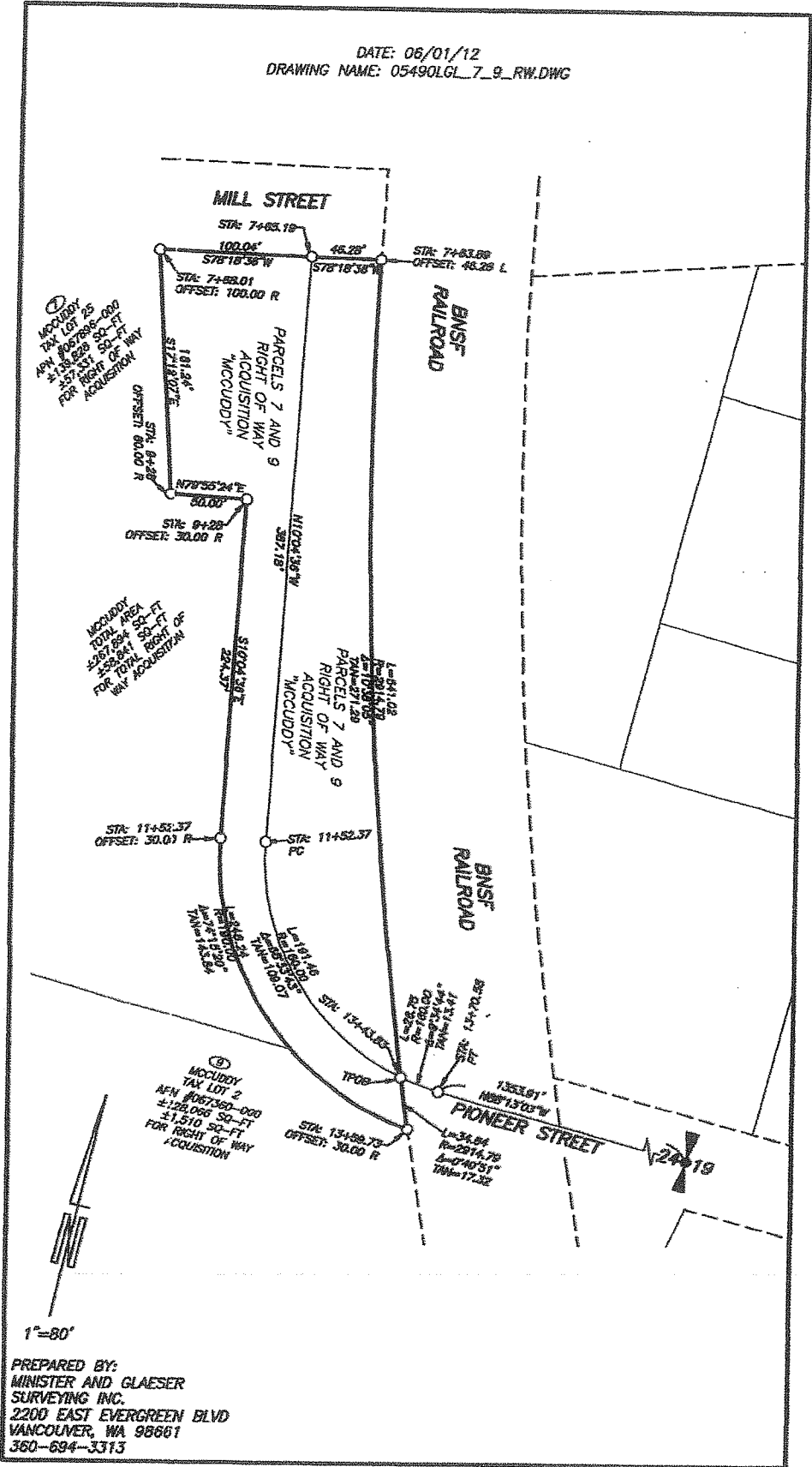
Thence North 78°18'36" East, along the South right of way line of Mill Street, for a distance of 100.04 feet to Proposed Pioneer Street Centerline Extension Station 7+65.19;

Thence continuing along South right of way line of Mill Street, North 78°18'36" East, for a distance of 46.28 feet to Westerly right of way line of the Burlington Northern and Santa Fe Railroad and Proposed Pioneer Street Centerline Extension Station 7+63.89, 46.26 Left of Station and the beginning of a 2914.79 foot radius non-tangent curve to the left;

Thence leaving said South right of way line, along Westerly right of way line of the Burlington Northern and Santa Fe Railroad and the arc of a 2914.79 foot radius non-tangent curve to the left, for an arc distance of 541.02 feet, through a central angle of 10°38'05", the radius of which bears North 79°22'12" East, the long chord of which bears South 15°56'51" East, for a chord distance of 540.24 feet to the **TRUE POINT OF BEGINNING**;

**CONTAINING:** 58841 square feet of land, more or less.

DATE: 06/01/12  
 DRAWING NAME: 05490LGL\_7\_9\_RW.DWG



①  
 MCCLUDY  
 TAX LOT 25  
 APN #067360-000  
 ±13,828 SQ-FT  
 ±1,511 SQ-FT  
 FOR RIGHT OF WAY  
 ACQUISITION  
 STA: 8+28  
 OFFSET: 80.00 R

MCCLUDY  
 TOTAL AREA  
 ±267,894 SQ-FT  
 ±13,828 SQ-FT  
 FOR TOTAL RIGHT OF  
 WAY ACQUISITION

②  
 MCCLUDY  
 TAX LOT 2  
 APN #067360-000  
 ±122,066 SQ-FT  
 ±1,510 SQ-FT  
 FOR RIGHT OF WAY  
 ACQUISITION

1"=80'  
 PREPARED BY:  
 MINISTER AND GLAESER  
 SURVEYING INC.  
 2200 EAST EVERGREEN BLVD  
 VANCOUVER, WA 98661  
 360-694-3313



**EXHIBIT B**  
**(DESCRIPTION OF PROJECT AND PUMP STATION)**



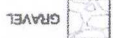


## DESCRIPTION OF PROJECT AND PUMP STATION

The Marina Pump Station project includes the following components, per District specifications:

- Paved and fenced approximately 70' by 20' site with access off Mill Street
- 10 foot diameter wetwell with sufficient depth to accommodate the final phase of the DCWTS project
- Valve vault, meter vault, pigging station, air valve vault
- Emergency disconnect panel
- Electrical panel with shelter
- Odor control discharge line and concrete pad for future odor control chemical storage tank
- Backup generator
- Pad mount transformer
- Antenna and monitoring system connected to District SCADA
- Force main and gravity line extensions to north side of Mill Street for eventual tie-in to Port development property and downtown

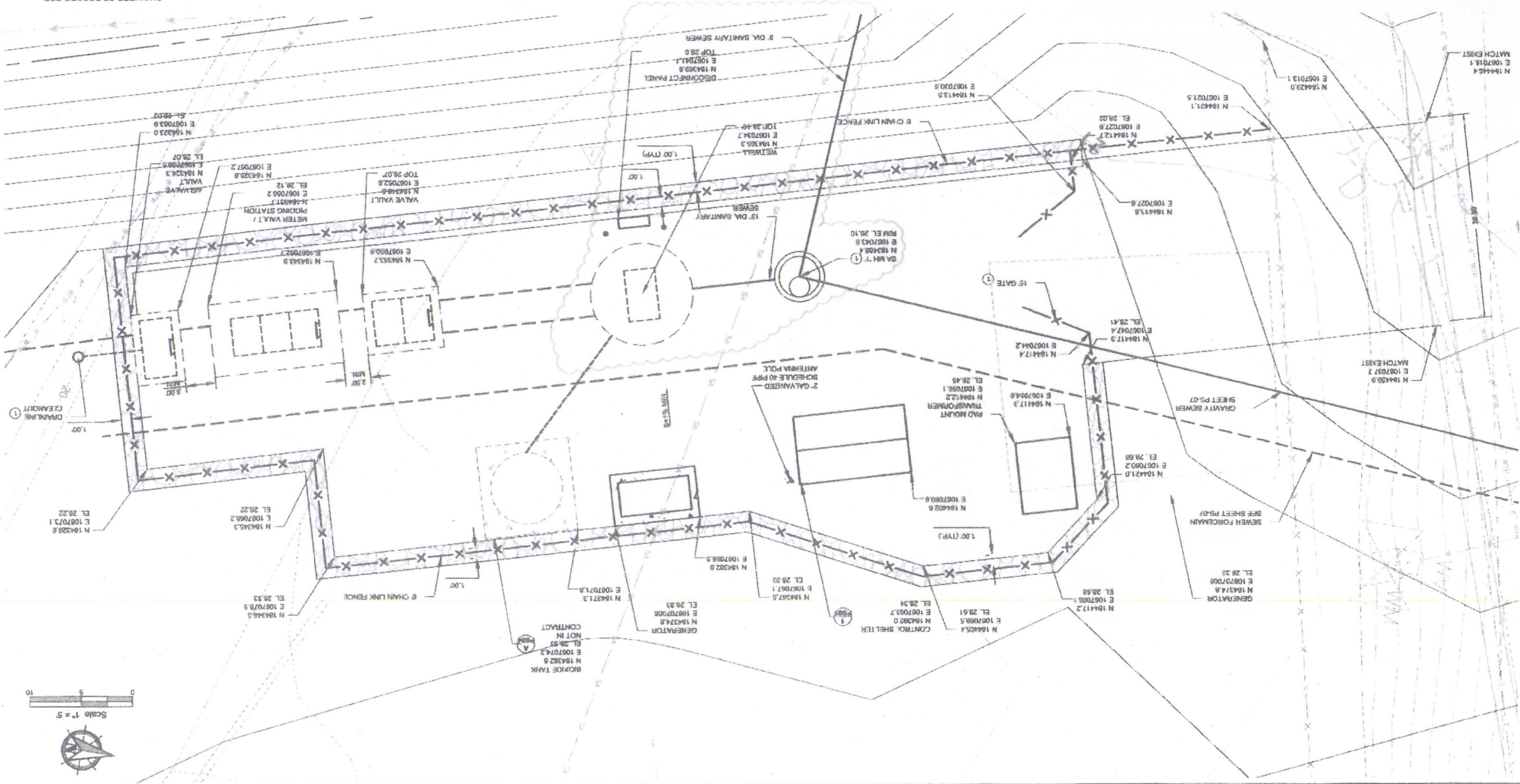
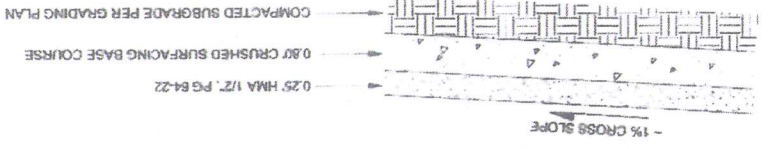


- SHEET LEGEND**
-  GRAVEL
  -  ASPHALT PAVEMENT, SEE DETAIL 1

**CONSTRUCTION NOTES**

1. SEE DETAILS IN ATTACHMENT A OF APPENDIX C TO THE SPECIAL PROVISIONS.
2. SLOPE ASPHALT TO DRAIN AROUND VAULT MATCHES.

**1 ASPHALT PAVEMENT DETAIL**



FEDERAL CONTRACT NO. TA-4214  
 FEDERAL AID NO. HSR-STP-D-1085(004)



ENGINEER OF RECORD FOR  
 REVISION 1, 17 JUNE 2014

**Port of Ridgefield**  
 111 West Delaware St.,  
 Ridgefield, VA 22152  
 www.portofridgefield.com

**JACOBS**  
 ENGINEERING  
 600 Littleton Ave., Ste. 200  
 Littleton, VA 22114  
 (571) 435-4000  
 (571) 435-1323 FAX



**Rail Overpass Project**  
 PUMP STATION  
 SITE LAYOUT  
 HORIZONTAL CONTROL & DETAIL

CALL 24 HOURS  
 BEFORE YOU DIG  
 1-800-  
 424-5555  
 VA 811 LINE  
 NOTIFICATION  
 NUMBER 877-877-8777

DESIGNED	PT
DRAWN	KT
PROJ.#	AS NOTED
VERT.	AS NOTED
DATE	11/19/13
DWG.	PS-02
SHEET	35 OF 50

**AMENDED**



**EXHIBIT C**  
**(FORM OF BILL OF SALE)**



PROJECT NAME: Marina Pump Station

PROJECT NUMBER: 27-2014-0036

## BILL OF SALE

\*\*\*\*\*

Legal Description: \_\_\_\_\_

Assessor's Tax Parcel ID: \_\_\_\_\_

\*\*\*\*\*

GRANTOR PORT OF RIDGEFIELD ("Developer") for and in consideration of CLARK REGIONAL WASTEWATER DISTRICT ("District"), taking over and assuming full rights of ownership and maintenance of the pipelines and appurtenances ("sewage works") described below, as a portion of its sewer collection system, and other valuable considerations, grant, bargain, sell and deliver to the District the sewerage works described in attachment "A", which are located within District easements and public streets of Clark County, State of Washington:

The Developer covenants and agrees with the District, that it is the owner of the sewage works as installed, that all of the costs of installation and payment of the purchase price have been paid in full, that there are no other additional obligations or lien claims outstanding upon the sewage works, and that the Developer will fully protect, defend and indemnify the District against any such liens or obligations by any person.

The Developer further warrants that the sewage works as constructed have been installed in accordance with proper standards of construction and the standards of the District, and that it will warrant, protect and repair any defect in material or workmanship in the sewage works for one year from the date of this document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PORT OF RIDGEFIELD

CLARK REGIONAL WASTEWATER DISTRICT

By: \_\_\_\_\_  
BRENT GRENING

By: \_\_\_\_\_  
JOHN M. PETERSON, P.E.

Its: CEO

Its: General Manager

## ATTACHMENT "A"

- Paved and fenced approximately 70' by 20' site with access off Mill Street
- 10 foot diameter wetwell with sufficient depth to accommodate the final phase of the DCWTS project
- Valve vault, meter vault, pigging station, air valve vault
- Emergency disconnect panel
- Electrical panel with shelter
- Odor control discharge line and concrete pad for future odor control chemical storage tank
- Backup generator
- Pad mount transformer
- Antenna and monitoring system connected to District SCADA
- Force main and gravity line extensions to north side of Mill Street for eventual tie-in to Port development property and downtown



**Donated Capital (for pressure sanitary sewer only)**

Project Name \_\_\_\_\_ District Job # \_\_\_\_\_ ERU \_\_\_\_\_ Date Submitted \_\_\_\_\_

Bid Item***	Description	Units	Unit Cost	Item Total
1	_____ main incl. excavation bedding, backfill, and compaction	_____ LF	_____	_____
2	3" main incl. excavation bedding, backfill, and compaction	_____ LF	_____	_____
3	1 ¼" service line incl, excavation bedding, backfill, and compaction	_____ LF	_____	_____
4	Gate Valves – Main only, without cleanout assembly	_____ EA	_____	_____
5	Cleanout Assembly, (Per spec. drawing, all depths)	_____ EA	_____	_____
6	Service Assembly (Including corp stop, toning wire, riser, valve box, gate valve and check valve.	_____ EA	_____	_____
7	AARV (Per spec., all depths)	_____ EA	_____	_____
8	Pump Station	_____ LS	_____	_____
9	Trench Safety (over 4' deep)	_____ LF	_____	_____
10	Dewatering	_____ LS	_____	_____
	<u>Subtotal</u>		\$ _____	
	<u>Sales Tax @ 8.4%</u>		\$ _____	
11	Engineering (san sewer only)	_____ LS	_____	_____
12	Surveying (san sewer only)	_____ LS	_____	_____
	<u>Total Donated Capital Amount</u>		\$ _____	

Submitted by: \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Contractor: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Developer: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Engineer: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*Include only items on County right-of-way and on easement to District.

District Review by: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT D**  
**(FORM OF EASEMENT)**



AFTER RECORDING RETURN TO:  
Clark Regional Wastewater District  
PO Box 8979  
Vancouver, WA 98668-8979

## SEWER EASEMENT

\*\*\*\*\*  
Legal Description: # 1/4 Section T N R E W M

Assessor's Tax Parcel ID \_\_\_\_\_  
\*\*\*\*\*

THE GRANTOR **Port of Ridgefield** for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, bargain, sell and convey to **Clark Regional Wastewater District**, an easement over, under and across the following described real estate in Clark County, Washington, to-wit:

A portion of Tax Lot , Serial Number located in the 1/4 Section , Township North, Range East of the Willamette Meridian, as further described in the attached Exhibit A; and as further shown in the attached Exhibit B.

This easement is granted for the purpose of constructing, installing, reconstructing, repairing, operating and maintaining a pump station and appurtenances and the grantee and its agents and contractors shall have the right to enter upon the premises for such purposes. The easement area herein conveyed shall be restored to its present condition. Said restoration to be commenced immediately upon completion of the project.

In addition, the grantors hereby grant to the grantee temporary right-of-way -0- feet in width along the ----- side of the easement described above for the purpose of piling dirt, moving, placing and using equipment and supplies, and other necessary operation for and in connection with the initial construction of the sanitary sewer.

The GRANTOR, on behalf of themselves and all successors in interest, agree and covenant to obtain written consent from Clark Regional Wastewater District prior to causing or allowing any form of construction upon the permanent easement areas described above.

---

DO NOT WRITE ABOVE THIS LINE

\_\_\_\_\_  
Brent Grening, CEO

State of Washington    )  
                                  :  
County of Clark        )

On this day personally appeared before me Brent Grening to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as CEO free and voluntary act and deed, for the uses and purposes therein mentioned.

Date \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington\_  
residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**EXHIBIT E**  
**(ESTIMATED COST)**





## EXHIBIT E: COST ESTIMATE (1 of 2)

### ENGINEER'S ESTIMATE

06/17/14

**Project Name** Marina PS Total Project  
 Subject to Section 1-07.2(3) – State Sales Tax - Rule 170

Item No.	Quantity	Unit	Bid Item Description	Unit Price	Total	Spec	Code
1	1	LS	MOBILIZATION	32,251.81	32,251.81	101.07	STD
2	1	LS	SPCC PLAN	168.16	168.16	107.15	STD
3	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL	3,363.10	4,863.10	110.00	STD
4	1	LS	CLEARING AND GRUBBING	3,255.74	3,255.74	201.00	STD
5	1	LS	REMOVAL OF STRUCTURE AND OBSTRUCTION	4,181.89	4,181.89	202.00	STD
6	1	CALC	MINOR CHANGE	12,722.40	12,722.40	202.00	CRWWD
23	120	CY	GRAVEL BACKFILL FOR FOUNDATION	40.00	5,600.00	602.27	STD
40	1	EACH	MANHOLE 120 IN. DIAM. TYPE 3	80,000.00	80,000.00	705.17	STD
41	-1	EACH	MANHOLE 96 IN. DIAM. TYPE 3	65,000.00	-65,000.00	705.18	STD
42	1	EACH	ADJUST MANHOLE	300.00	300.00	705.37	STD
51	465	LF	TRENCH SAFETY SYSTEM *	4.00	1,860.00	708.00	CRWWD
66	190	LF	PVC SANITARY SEWER PIPE 15 IN. DIAM.	125.00	23,750.00	717.00	STD
85	365	LF	PVC C900 SANITARY SEWER PIPE 4 IN. DIAM.	23.35	8,522.75	717.00	CRWWD
89	275	LF	PVC C900 SANITARY SEWER PIPE 12 IN. DIAM.	100.00	27,500.00	717.00	CRWWD
96	465	LF	TESTING SEWER PIPE	1.00	465.00	717.38	STD
130	1	LS	DEWATERING	1,000.00	1,000.00	111.00	CRWWD
137	1	LS	PUMP STATION AND SITE IMPROVEMENTS	315,000.00	315,000.00	111.00	NON-STD
<b>TOTAL OF ITEMS PER SECTION 1-07.2(3)</b>				<b>Line A</b>	<b>\$456,440.85</b>		
<b>Sales Tax at 8.4% (0.084 x Line A)</b>				<b>Line B</b>	<b>\$34,584.49</b>		
				<b>Line B)</b>	<b>Line C</b>	<b>\$491,025.34</b>	

\*Minimum bid of \$1.00 per linear foot of sewer trench, per Section 1-07.

## EXHIBIT E: COST ESTIMATE (2 of 2)

### ENGINEER'S ESTIMATE

06/23/14

**Project Name** Marina PS In-Kind Replacement

Subject to Section 1-07.2(3) – State Sales Tax - Rule 170

Item No.	Quantity	Unit	Bid Item Description	Unit Price	Total	Spec	Code
1	1	LS	MOBILIZATION	29,758.43	29,758.43	101.07	STD
3	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL	3,103.10	3,103.10	110.00	STD
4	1	LS	CLEARING AND GRUBBING	3,004.04	3,004.04	201.00	STD
5	1	LS	REMOVAL OF STRUCTURE AND OBSTRUCTION	3,858.59	3,858.59	202.00	STD
6	1	CALC	MINOR CHANGE	9,711.80	9,711.80	202.00	CRWWD
23	100	CY	GRAVEL BACKFILL FOR FOUNDATION	40.00	4,000.00	602.27	STD
36	1	EACH	MANHOLE 48 IN. DIAM. TYPE 3	3,330.00	3,330.00	705.13	STD
42	1	EACH	ADJUST MANHOLE	300.00	300.00	705.37	STD
51	190	LF	TRENCH SAFETY SYSTEM *	4.00	760.00	708.00	CRWWD
85	365	LF	PVC C900 SANITARY SEWER PIPE 4 IN. DIAM.	23.35	8,522.75	717.00	CRWWD
87	190	LF	PVC C900 SANITARY SEWER PIPE 8 IN. DIAM.	85.00	16,150.00	717.00	CRWWD
130	1	LS	DEWATERING	1,000.00	1,000.00	111.00	CRWWD
137	1	LS	PUMP STATION AND SITE IMPROVEMENTS	140,000.00	140,000.00	111.00	NON-STD
<b>TOTAL OF ITEMS PER SECTION 1-07.2(3)</b>				Line A	\$223,498.71		
<b>Sales Tax at 8.4% (0.084 x Line A)</b>				Line B	\$15,437.06		
				Line C	<b>\$238,935.77</b>		

\*Minimum bid of \$1.00 per linear foot of sewer trench, per Section 1-07.