

Modification of CDBG Agreement
between

CLARK COUNTY, WASHINGTON
and

CITY OF BATTLE GROUND
109 SW First Street, Suite 127
Battle Ground, WA 98604

For

SW 4th Way Sidewalk Improvements

THE CDBG AGREEMENT entered into between Clark County, by and through its Department of Community Services, hereinafter referred to as the County, and the City of Battle Ground, hereinafter referred to as the Contractor, is hereby modified as follows:

W I T N E S S E T H :

WHEREAS, the parties entered into a CDBG Agreement for the period of November 29, 2012 through June 30, 2013 for the SW 4th Way Sidewalk Improvements; and

WHEREAS, the County has budgeted CDBG funds for the project through Fund 1939 (CFDA 14.218);

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS

- A. The Contract end date is extended from June 30, 2013 to September 30, 2013, and the Period of Performance end date is extended from May 31, 2013 to June 30, 2013.
- B. HUD's Fair Housing guidelines are added to the Statement of Work.
- C. These modifications do not alter nor nullify any of the remaining provisions of the original Contract.

II. REASONS FOR MODIFICATIONS

The project will be completed by June 30th, however the City anticipates a delay in receiving project closeout documentation, particularly the L&I prevailing wage documents. The Fair Housing guidelines are added to comply with HUD requirements.

III. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract modification to be executed by the dates and signatures hereunder affixed.

FOR CLARK COUNTY:



Bill Barron, County Administrator

7/3/13

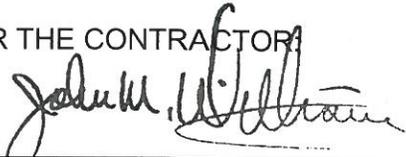
Date

APPROVAL AS TO FORM ONLY:



Deputy Prosecuting Attorney

FOR THE CONTRACTOR:



Signature

City Manager

Title

6-27-13

Date

CDBG BUDGET SUMMARY
CITY of BATTLE GROUND
4th WAY SIDEWALK IMPROVEMENT PROJECT

<u>Source</u>	<u>Fund Amount</u>
A. Clark County CDBG	\$118,900
B. City of Battle Ground Local Funds	\$ 18,000
C. City of Battle Ground In Kind	\$ 14,300

Itemized Cost	Total Cost	A. County CDBG	B. City Funds	C. City In Kind
PROJECT COSTS				
A. Construction	136,900	118,900	18,000	
B. Engineer/Architect	14,300			14,300
C. Archaeological Survey				
PROJECT TOTALS	151,200	118,900	18,000	14,300

Match is 21.4% (\$32,300 / \$151,200)

**STATEMENT OF WORK
CITY OF BATTLE GROUND
4th WAY SIDEWALK IMPROVEMENT PROJECT**

PROJECT DESCRIPTION

This project is on SW 4th Way between Parkway Avenue and Kiwanis Park. Approximately 520 feet of curb and gutter and sidewalk will be added to the south side of the street. All work must conform to the Uniform Federal Accessibility Standards (49 FR 31528) (<http://www.access-board.gov/ufas/ufas-html/ufas.htm>). New street lighting will added, driving surface width will be increased and storm water drainage will be improved.

In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein and in the Contractor's proposal and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract which shall be handled according to the Corrective Action section in the Basic Interagency Agreement.

FAIR HOUSING

The Contractor will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government (Civil Rights Act of 1968, Title VIII) (Fair Housing Act) (42 USC Sections 3601 – 3639). The Contractor's website shall contain a link to the County's Fair Housing information: <http://www.clark.wa.gov/commserv/fairhousing/index.html>

PERIOD OF PERFORMANCE, CONTRACT PERIOD AND EXPENDITURE SCHEDULE

- A. The Contract period begins on the date signed by the County through **September 30, 2013**.
- B. The Period of Performance begins on the date signed by the County and ends on **June 30, 2013**. All services must be provided, all CDBG funds shall be expended, and all billable costs incurred within the Period of Performance. Billings shall be submitted in accordance with the schedule in the Payment Procedures section of the Special Terms and Conditions. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

PROJECT BUDGET

The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Agreement face sheet and on the Budget Summary for purposes of completing the project described above. The use of these funds shall be expressly limited to the activities described in this Agreement.

PAYMENT PROVISIONS

- 1. The County will pay the Contractor on a cost reimbursement basis. The Contractor shall submit an invoice, including a quarterly summary of program progress and accomplishments, and other required documentation. The invoice shall include the following:
 - a. A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail.

However, the Statement of Work contains details of the specific billable items for this Contract and some of the requirements below may not apply.

- i. For direct costs, detail will include:
 - Salaries and benefits: name or employee ID number, salary/benefits paid, and dates;
 - Other direct costs: vendor names, dates of service and amount.
 - ii. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:
 - Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
 - A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
 - iii. For administrative costs, the Contractor shall comply with federal, state, and local regulations. The basis for administrative changes shall be OMB Circulars A-122 (Cost Principles for Non-Profits) and A-87 (Cost Principles for Local Governments). No administration costs are covered under this Contract.
- b. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the County and by other parties.
2. Match Requirements. When approximately 50 percent of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in kind.
 3. Time of Payment. The County will make payment to the Contractor as soon as practicable but not more than 15 days after an invoice is received and approved by the Department of Community Services unless other acceptable payment arrangements are agreed to by the County and Contractor.
 4. The Contractor shall designate one or more representatives who will be legally authorized to sign the Voucher Request Form provided and any other forms that may be required. The names of the liaison and representatives will be specified on the Authorization Signature Form.
 5. Payment Provisions for Construction Projects where Federal Labor Standards Apply. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s).