

Modification of CDBG Agreement
between

CLARK COUNTY, WASHINGTON
and

CITY OF RIDGEFIELD
P.O. Box 608
Ridgefield, WA 98642

For

North 5th Avenue 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 Ridgefield, hereinafter referred to as the Contractor, is hereby modified as follows:

WHEREAS, the parties entered into a CDBG Agreement for the period of July 24, 2013 through September 30, 2014 for the North 5th Avenue 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 City asked to expand the scope of the project, with no change in the total budget authority, because after starting work, it encountered some unexpected infrastructure problems that need to be addressed and the engineer's calculations show the work can be done within the existing budget.
- B. These modifications do not alter nor nullify any of the remaining provisions of the original Contract or previous modification.

II. REASONS FOR MODIFICATIONS

The City's contractor found an old 4-inch waterline in 5th Avenue that is still in service. In the mid-1990s, the City added an 8-inch waterline in the road, at which

time the 4-inch line was supposed to be abandoned. When work on the current project started, the City discovered the old line was still in use. This project gives the City an opportunity to move the services to the 8-inch line and abandon the 4-inch line. The City believes that the 4-inch line starts one block south of the project area at Simons Street and 5th Avenue, and continues through the project site to Division Street.

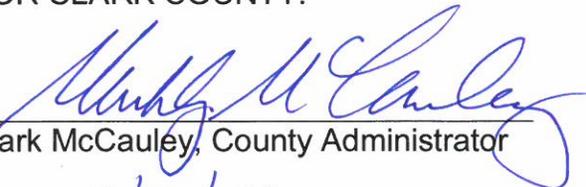
An ADA ramp that was installed with the Mill Street Improvements project will need to be at least partially removed to transfer the service. In addition, the City found water valves at Simons Street that create flooding when opened and need to be replaced.

III. ENTIRE AGREEMENT

This modification incorporates the original Contract and previous modification by reference. The parties agree that the original Contract, the previous modification 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:



Mark McCauley, County Administrator

5/21/14

Date

FOR THE CITY OF RIDGEFIELD:



Signature

City Manager

Title

APPROVAL AS TO FORM ONLY:



Deputy Prosecuting Attorney

5/16/14

Date

**CDBG BUDGET SUMMARY
RIDGEFIELD N. 5th AVENUE PROJECT**

<u>Source</u>	<u>Fund Amount</u>
A. Clark County CDBG Reprogrammed	\$131,900
B. City of Ridgefield Local Funds	\$28,900
C. City of Ridgefield In-Kind	\$7,200

Itemized Cost	Total Cost	A. County CDBG	B. Ridgefield Local Funds	C. Ridgefield In Kind
1. PROJECT COSTS				
A. Construction	137,300	131,900		5,400
B. Engineer/Architect	30,700		28,900	1,800
PROJECT TOTALS	168,000	131,900	28,900	7,200

Match is 21.5% (36,100/168,000)

**STATEMENT OF WORK
City of Ridgefield
N. 5th Avenue Improvements**

PROJECT DESCRIPTION

This project will provide street improvements on the west side of N. 5th Avenue between Mill and Division Street. Improvements include paving of unimproved shoulder, signage and striping to fully define the roadway edge for on-street parking, and construction of a curb and gutter system, including curb cuts, along approximately 600 lineal feet on the west side of the street. All improvements will be constructed within the existing right-of-way and will address traffic flow, stormwater and parking issues near the Ridgefield elementary and middle schools.

The project on 5th Avenue will be extended one block south to Simons Street and one block east from 5th Avenue to 4th Avenue on Division Street. The City's contractor will expose and reconfigure the piping and valves at Simons Street, abandon the 4-inch water line, transfer services to the 8-inch water line, and repair/replace the ADA ramp that will be removed in order to perform the work. As part of the stormwater improvements related to 5th Avenue, the Contractor will remove an existing catch basin at Maple Avenue, splice the line where the catch basin used to be, fill in and restore the area where the catch basin was, and install a new catch basin on the line in a location that it will take water and be accessible for maintenance. And, because there are additional funds available, the contractor will overlay asphalt along 5th Avenue to further improve the road.

The additional work will be done in the low-moderate income block group.

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.

PERIOD OF PERFORMANCE, CONTRACT PERIOD AND EXPENDITURE SCHEDULE

1. The Contract period begins on the date signed by the County through **September 30, 2014**.
2. The Period of Performance begins on the date signed by the County and ends on **August 31, 2014**. 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:
 1. 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.
 2. 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.
 3. Match Requirements. When approximately 50 percent of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in kind.

4. 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.
5. 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.
6. 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).

**PROJECT SCHEDULE
City of Ridgefield
N. 5th Avenue Improvements**

The Contractor shall plan and administer the project in accordance with the Project Schedule.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Survey	May 2013
Design and bid document preparation	June – November 2013
Bid invitation and contractor selection	January 2014
Construction	February – August 2014
Project close out	September 2014