

Modification of CDBG Agreement
between

CLARK COUNTY, WASHINGTON
and

CITY OF WASHOUGAL
1701 C Street
Washougal, WA 98671

For

ADA Improvements Project

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 Washougal, 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 6, 2012 through June 30, 2013 for the ADA Improvements Project; 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. The period of performance end date is extended from May 31, 2013 to August 31, 2013.
- B. The project timeline is adjusted as shown on the revised Project Schedule.
- C. The Statement of Work is amended to add items shown under Project Description for the City Hall improvements.
- D. These modifications do not alter nor nullify any of the remaining provisions of the original Contract.

II. REASONS FOR MODIFICATIONS:

The City requested a timeline extension because the design phase took longer than originally anticipated. The City was able to add items to the project due to a partial redesign of the City Hall improvements.

III. ENTIRE AGREEMENT:

This modification incorporates the original Contract and previous modifications by reference. The parties agree that the original Contract, the previous modifications, 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
Bill Barron, County Administrator

2/26/13
Date

APPROVAL AS TO FORM ONLY:

[Signature]
Deputy Prosecuting Attorney

FOR THE CONTRACTOR:

[Signature] Seno Guma
Signature

MAYOR, City of Washougal
Title

February 21, 2013
Date

STATEMENT OF WORK
City of Washougal
ADA Improvements Project

PROJECT DESCRIPTION

The project improves citizen access at the Washougal City Hall and Civic Center / Library. The project is located at 1701 C Street and 1661 C Street in Washougal, WA. It will construct improvements to bring ADA accessibility to the current standards to City Hall and the Civic Center. All work must conform to the Uniform Federal Accessibility Standards (49 FR 31528) (<http://www.access-board.gov/ufas/ufas-html/ufas.htm>).

Washougal City Hall ADA improvements include:

- Public restrooms: Expand men's and women's restroom facilities to accommodate wheelchairs by adding square footage on the north side of the building. Add new ADA fixtures, including ADA height compliant toilets and vanity. Install new flooring and partitions. Modify the electrical and lighting fixtures.
- **Reception entry / lobby: Expand reception area (door widening and lobby area) for ADA accessibility. Retrofit the reception counter for access accommodation. Install power assist on the entry door to this area.**
- **East entry to City Hall - retrofit with power operated hardware for handicapped access.**
- **Retrofit of east sidewalk access to building for ADA accessibility and striping of ADA stalls with an unloading zone in existing parking lot.**

Civic Center / Library improvements include:

- Public restrooms: Modify existing bathrooms to accommodate wheelchairs in the bathroom stalls. Install new ADA compliant plumbing fixtures in both men's and women's restrooms. Install new partitions. This work may require new flooring in each bathroom due to relocation of the toilets.

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

A. The Contract period begins on **November 6, 2012** through **September 30, 2013**.

B. The Period of Performance begins on **November 6, 2012** and ends on **August 31, 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 of 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. 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).
6. **Contract Closeout:** The Contractor shall complete the Contract closeout within thirty days of the end of the Contract period, including return of the Financial Reconciliation Statement provided by the County.

PROJECT SCHEDULE

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

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Design and bid document preparation	January – February 2013
Bid invitation and contractor selection	March 2013
Construction	April – July 2013
Project close out	August 2013