

Modification of CDBG Agreement
between

CLARK COUNTY, WASHINGTON
and

CITY OF WASHOUGAL
1701 C Street
Washougal, WA 98671-2333

For

Pedestrian 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 Washougal, hereinafter referred to as the Contractor, is hereby modified as follows:

WHEREAS, the parties entered into a CDBG Agreement for the period of August 5, 2013 through January 31, 2014 for the Pedestrian 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 January 31, 2014 to May 31, 2014, and the Period of Performance end date is extended from December 31, 2013 to April 30, 2014.
- B. The sidewalk being installed on I street will be on the north side, instead of the south side, due to right of way constraints on the south side.
- C. These modifications do not alter nor nullify any of the remaining provisions of the original Contract.

II. REASONS FOR MODIFICATIONS

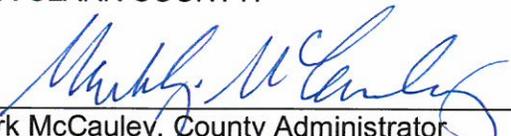
The end date is extended to because construction has just started in December, and because it is taking up to 8 weeks after construction is completed for L&I to approve the City's contractor's affidavits, which is necessary for the City to issue a Notice of Completion.

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:



Mark McCauley, County Administrator
Date 1/10/14

APPROVAL AS TO FORM ONLY:



Deputy Prosecuting Attorney

FOR THE CITY OF WASHOUGAL:



Signature
Title MAYOR
Date 1/3/2014

**CDBG BUDGET SUMMARY
WASHOUGAL PEDESTRIAN IMPROVEMENTS**

<u>Source</u>	<u>Fund Amount</u>
A. Clark County 2013 CDBG	\$140,000
B. City of Washougal Local Funds	\$119,932

Itemized Cost	Total Cost	A. County CDBG	B. Washougal Local Funds
1. PROJECT COSTS			
A. Construction	189,731	140,000	49,731
B. Engineer/Architect	70,201		70,201
PROJECT TOTALS	259,932	140,000	119,932

Match is 46.1% (119,932/259,932)

**STATEMENT OF WORK
City of Washougal
2013 Pedestrian Improvements**

PROJECT DESCRIPTION

Design and construct approximately 1,235 feet of sidewalks with curbing and ADA ramps. Reconstruct driveway aprons along specified segments of Washougal River Road, I Street and 20th Street. Construct approximately:

- 555 feet of sidewalk on west side of Washougal River Road from H to F Street
- 465 feet of sidewalk on **north** side of I Street from Washougal River Road to 14th Street
- 215 feet of sidewalk on west side of 20th Street from E Street south to the railroad tracks
- Construct ADA compliant curb ramps with tactile panels and improve pedestrian functionality on all intersection corners in areas specified above.
- Install a pedestrian actuated solar powered signal on E Street at 20th Street
- Sidewalk drainage will be directed to infiltration beds adjacent to sidewalk or conveyed to drywells to infiltrate

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 the date signed by the County through **May 31, 2014**.
- B. The Period of Performance begins on the date signed by the County and ends on **April 30, 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:

- 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. Payment Provisions for Construction Projects where Federal Labor Standards Apply, and Executed Change Orders. 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). The final billing for retainage shall include copies of all executed change orders and the final total of project costs.

**PROJECT SCHEDULE
City of Washougal
2013 Pedestrian Improvements**

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	July 2013
Bid invitation and contractor selection	September 2013
Construction	December 2013 – April 2014
Project close out	May 2014