

Modification of CDBG Agreement
between

CLARK COUNTY, WASHINGTON
and

TOWN OF YACOLT
P.O. Box 160
Yacolt, WA 98675-0299

For

Recreation Area Construction

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

WHEREAS, the parties entered into a CDBG Agreement for the period of August 13, 2013 through January 31, 2014 for the Recreation Area Construction; 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 July 31, 2014, and the Period of Performance end date is extended from December 31, 2013 to June 30, 2014.
- B. These modifications do not alter nor nullify any of the remaining provisions of the original Contract.

II. REASONS FOR MODIFICATIONS

Project completion is delayed due to winter weather conditions, and the Town estimates it will take until summer 2014 to finish.

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.

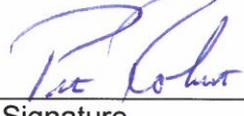
FOR CLARK COUNTY:



Mark McCauley, County Administrator

Date 3/3/14

FOR THE TOWN OF YACOLT:



Signature

Public Works Director
Title

APPROVAL AS TO FORM ONLY:



Deputy Prosecuting Attorney

2-21-14
Date

**STATEMENT OF WORK
Town of Yacolt
Recreational Area Construction**

PROJECT DESCRIPTION

The property that was acquired in 2012 with CDBG funds will be improved with recreational area amenities. As part of the creation of the recreational area, Hoag Street will be widened to 22 feet and include two accessible parking spaces, two parking lot entrances and a park entrance. A 6-foot cyclone fence will replace barbed wire fencing around the perimeter of the park. The area will include a soccer field, compacted gravel walking paths, a fenced, off-leash dog park and an accessible two-toilet holding tank restroom. Water service will also be extended into the recreational area for irrigating, drinking and dust and fire control.

All recreation improvements shall meet the standards for recreation facilities established by the United States Access Board, found at: <http://www.access-board.gov/guidelines-and-standards/recreation-facilities>. The parking spaces, sidewalks, trail from the parking to the picnic tables, and restroom shall meet the Uniform Federal Accessibility Standards (49 FR 31528) (<http://www.access-board.gov/ufas/ufas-html/ufas.htm>).

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 **July 31, 2014**.
- 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 costs on behalf of the Contractor on a reimbursement basis. The Contractor shall submit a signed Summary Sheet of Approved Costs to date, along with the original general construction contractor invoices. Costs must also be certified by project's engineer, an independent third party.

2. All costs must be invoiced through the Contractor's designated general construction contractor. Invoices must be billed to Clark County and reference the Town of Yacolt and its project. No subcontractors or materials invoices will be paid independently of the Contractor's designated general construction contractor.
3. Time of Payment. The County will directly pay the Contractor's designated general construction contractor as soon as practicable but not more than 15 days after receiving a complete and accurate invoice, the required certifications from the Contractor (Town) and the project's engineer, and approval by the Department of Community Services.
4. Match Requirements. 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.
5. 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.
6. 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.
7. 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
Town of Yacolt
Recreational Area Construction**

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	June 2013
Bid invitation and contractor selection	August 2013
Construction	December 2013 – June 2014
Project close out	July 2014