

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 July 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 Statement of Work is amended to allow payment of invoices to the City's consulting engineering firm for engineering fees and construction costs.
- B. On the Budget Summary, \$9,500 is moved into the Engineer/Architect category, and the Construction budget is now \$120,300. The match percentage is updated. There is no change in total budget authority of \$129,800. The changes are shown on the Revised Budget Summary.
- C. These modifications are shown in bold and do not alter nor nullify any of the remaining provisions of the original Contract.

II. REASONS FOR MODIFICATIONS

The project is nearing completion and line item budget adjustments are needed to reflect actual project costs. The County will pay a portion of the engineering costs, and to improve

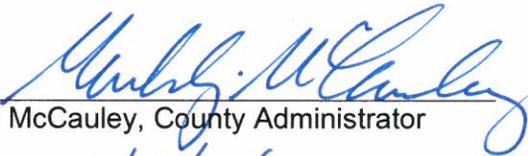
efficiency of payments, the engineer may pay small construction invoices not to exceed \$1,000, which will be reimbursed by the County.

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:

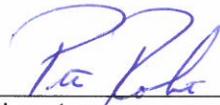


Mark McCauley, County Administrator

5/7/14

Date

FOR THE TOWN OF YACOLT:

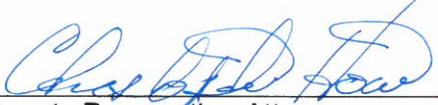


Signature

5-7-14 Public Works Director

Title

APPROVAL AS TO FORM ONLY:



Deputy Prosecuting Attorney

5-7-14

Date

CDBG BUDGET SUMMARY
Revised
YACOLT RECREATIONAL AREA CONSTRUCTION

<u>Source</u>	<u>Fund Amount</u>
A. Clark County 2013 CDBG	\$129,800
B. Town of Yacolt Local Funds	\$24,425
C. Town of Yacolt In-Kind	\$52,160

Itemized Cost	Total Cost	A. County CDBG	B. Yacolt Local Funds	C. Yacolt In Kind
1. PROJECT COSTS				
A. Construction	183,460	120,300	11,000	52,160
B. Engineer/Architect	22,925	9,500	13,425	
PROJECT TOTALS	206,385	129,800	24,425	52,160

Match is 37.1% (76,585 / 206,385)

**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

- A. The County **or the engineer** will pay costs on behalf of the Town on a reimbursement basis. The Town 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.

- B. All costs must be invoiced through **the County, the engineer or** the Town'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 County, the engineer, or the Town's** designated general construction contractor.

The County will pay a portion of the engineering costs, and to improve efficiency of payments, the engineer may pay small construction invoices not to exceed \$1,000, which will be reimbursed by the County.

- C. 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.
- D. 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.
- E. Time of Payment. The County will make payment to the **construction contractor or the engineer** 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, **the engineer, and the Town.**
- F. The Town 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.

**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