

**MODIFICATION #3
CONTRACT #2011-CDBG-1151**

between

CLARK COUNTY
P.O. Box 5000, Vancouver, WA 98666

and

CONSOLIDATED DIKING IMPROVEMENT DISTRICT #2 OF COWLITZ COUNTY
1600 13th Avenue South, Kelso, WA 98626


Program:	FEMA Levee Certification
Contract Period:	June 15, 2011 through June 30, 2018
Total Contract Amount:	\$20,000
Funding Sources:	Fund 1939 HUD CDBG
CFDA:	14.218
DUNS Number:	021775460


Contractor Program Contact	County Program Contact	County Fiscal Contact
Susan Eugenis (360) 577-3030 eugeniss@co.cowlitz.wa.us	Michael Torres 360-397-2075 x 7801 michael.torres@clark.wa.gov	Rhonda Hills 360-397-2075 x 7836 rhonda.hills@clark.wa.gov

By signing below, Clark County, hereinafter referred to as the "County," and Consolidated Diking Improvement District #2 of Cowlitz County, hereinafter referred to as the "Contractor," agree to the terms of this Contract Modification, as well as the County's General Terms and Conditions which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the County's General Terms and Conditions are available at <https://www.clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

FOR CLARK COUNTY:

**FOR CONSOLIDATED DIKING
IMPROVEMENT DISTRICT #2 OF
COWLITZ COUNTY:**

DocuSigned by:

 2/22/2017
 FB5428E8B9FA42C...
 Mark McCauley, County Manager


 Jim Donald, Chairman

APPROVED AS TO FORM:

DocuSigned by:

 2/22/2017
 FB2CB11628142...
 Amanda Michelbrink
 Deputy Prosecuting Attorney

**BUDGET SUMMARY
 CONTRACT #2011-CDBG-1151.3
 CONSOLIDATED DIKING IMPROVEMENT DISTRICT #2 OF COWLITZ COUNTY**

**Contract Period
 June 15, 2011 through June 30, 2018**

<u>Source</u>	<u>Fund Amount</u>
A. Clark County CDBG Planning PY II	\$20,000
B. Diking Improvement Dist. #2	\$500,000*

Itemized Cost	A. CDBG	B.
Application Fee and Certification Costs	\$20,000	
		\$500,000*

*Maximum of \$400,000 to be paid to US Army Corps of Engineers with a maximum payback to Clark County CDBG of \$100,000 for a total of \$500,000.

1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract 06/15/11 – 12/31/12	\$20,000	\$20,000
Amendment #1 12 month contract extension (01/01/13 – 12/31/13)	\$0	\$20,000
Amendment #2 36 month contract extension (01/01/14 – 12/31/16)	\$0	\$20,000
Amendment #3 18-month contract extension (01/01/17 – 06/30/18)	\$0	\$20,000

2. MODIFICATIONS

2.1. The Period of Performance and Contract Period are both extended through June 30, 2018.

2.2. All other terms and conditions of the original contract, as amended, remain the same.

3. ENTIRE CONTRACT

This modification incorporates the original Contract and any subsequent modifications by reference. The parties agree that the original Contract, subsequent modifications, and this modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in the contract, 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 modified Contract.

4. DEBARMENT OR EXCLUSION

By signing this modification, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally-funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

5. CONTRACT MODIFICATIONS FOR BUDGET LINE ADJUSTMENTS

The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when in the interests of both parties, provided the total contract amount remains unchanged.