

**Modification of CDBG Agreement  
between**

**CLARK COUNTY, WASHINGTON  
and**

**CITY OF WASHOUGAL  
1701 C Street  
Washougal, WA 98671**

For

**32<sup>nd</sup> and Addy Streets Improvement 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 September 18, 2012 through April 30, 2013 for the 32<sup>nd</sup> and Addy Streets Improvement 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 April 30, 2013 to June 30, 2013. The period of performance end date is extended from March 31, 2013 to May 31, 2013.
- B. The project timeline is adjusted as shown on the revised Project Schedule.
- C. These modifications do not alter nor nullify any of the remaining provisions of the original Contract.

**II. REASONS FOR MODIFICATIONS**

The City requested a contract extension because the final section of sidewalk requires work done by Burlington Northern Santa Fe that the City anticipates may result in the project not being completed within the original contract timelines.

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:

Bill Barron  
Bill Barron, County Administrator

4/5/13  
Date

APPROVAL AS TO FORM ONLY:

[Signature]  
Deputy Prosecuting Attorney

FOR THE CONTRACTOR:

[Signature] SEAN GUARD  
Signature

Mayor  
Title

4/1/2013  
Date

**STATEMENT OF WORK**  
**City of Washougal**  
**32<sup>nd</sup> and Addy Streets Improvement Project**

**PROJECT DESCRIPTION**

This project involves the construction of approximately 435 feet of sidewalk on the east side of 32<sup>nd</sup> Street from B Street to Addy Street; approximately 562 feet of sidewalk on the south side of Addy Street from 34<sup>th</sup> Street to 35<sup>th</sup> Street and approximately 130 feet of sidewalk up to the new concrete panels that will be installed by the BNSF railroad on the west side of 32<sup>nd</sup> Street along the railroad tracks. The project will construct curb ramps with tactile panels, driveway approaches and improve pedestrian functionality on all intersection corners. The improvements will also create a clear pedestrian zone by relocating, where possible, fixed objects currently blocking it. All work completed will conform to 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 June 30, 2013.
- B. The Period of Performance begins on the date signed by the County and ends on May 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 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. 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. Before final payment is made, the Contractor shall verify any liens for material, equipment, labor or services on the property have been cleared and released.
  6. 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).

4. **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  
CITY OF WASHOUGAL  
32<sup>ND</sup> and ADDY STREETS IMPROVEMENT PROJECT**

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

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<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Design and bid document preparation	September 2012
Bid invitation and contractor selection	September - October 2012
Construction	October – May 2013
Project close out	June 2013