

**MODIFICATION #1  
CONTRACT #2020-CDBG-2004**

between

**CLARK COUNTY**  
PO Box 5000, Vancouver, WA 98666-5000

and

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

**Project:** Social Service Building Rehabilitation  
**Contract Period:** Upon County Signature through February 28, 2022  
**Total Contract Amount:** \$227,000  
**Funding Source:** Fund 1939 - Community Development Block Grant  
**Contractor DUNS Number:** 018374314  
**CFDA Number:** 14.218  
**Procurement History:** 2020 CDBG RFA

Contractor Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Rob Charles 360.835-2662 <a href="mailto:rcharles@ci.washougal.wa.us">rcharles@ci.washougal.wa.us</a>	Jennifer Forsberg 360.835-8501 <a href="mailto:jforsberg@ci.washougal.wa.us">jforsberg@ci.washougal.wa.us</a>	Emily Langston 564.397.7842 <a href="mailto:emily.langston@clark.wa.gov">emily.langston@clark.wa.gov</a>	Rhonda Hills 564.397.7836 <a href="mailto:rhonda.hills@clark.wa.gov">rhonda.hills@clark.wa.gov</a>

By signing below, Clark County, hereinafter referred to as the “County,” and City of Washougal, hereinafter referred to as the “Contractor,” agree to the terms of this contract modification as well as the Clark County Community Services General Terms and Conditions, as amended, 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 General Terms and Conditions are available at <https://clark.wa.gov/community-services/announcements-and-general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

**FOR CLARK COUNTY:**

**FOR CONTRACTOR:**

Kathleen Otto 02/04/22  
Kathleen Otto, County Manager

David Scott 02/01/22  
David Scott, City Manager

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink 01/13/22  
Amanda Migchelbrink  
Deputy Prosecuting Attorney

**BUDGET SUMMARY**  
**CONTRACT #2020-CDBG-2004.1**  
**CITY OF WASHOUGAL**

<b>STATEMENT OF WORK</b> Social Service Building Rehabilitation		
<b>ITEM</b>	<b>FUNDING SOURCE</b>	<b>FUND AMOUNT</b>
<b>A</b>	<b>Clark County CDBG 2020 Entitlement Funds</b>	<b>\$227,000</b>
<b>B</b>	City of Washougal Local and In Kind	\$32,000

<b>ITEMIZED COST</b>	<b>TOTAL COST</b>	<b>A</b>	<b>B</b>
Construction & Permit Fees	\$237,530	<b>\$227,000</b>	\$10,530
Engineer/Architect/Admin	\$21,470	<b>\$0</b>	\$21,470
<b>TOTAL COST</b>	\$259,000	<b>\$227,000</b>	\$32,000

Match is 12.36% (\$32,000/\$259,000)

## 1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract 01/29/21 – 02/28/22	\$227,000	\$227,000
Amendment #1 Amend terms	\$0	\$227,000

## 2. MODIFICATIONS

2.1. Section 10 of the original contract Special Terms and Conditions is replaced in its entirety with the following:

## 10. HUD SECTION 3 CLAUSE

This section applies only to contracts with either Public Housing Financial Assistance or HUD-funded construction contracts that exceed \$200,000. 24 C.F.R. Part 75 establishes the requirements to be followed to ensure that the objectives of Section 3 of the Housing and Urban Development Act of 1968 are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance, shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

If the work to be performed under this contract falls under the requirements set forth in Section 3, the following terms apply:

- 10.1. The Contractor shall comply with the regulations set forth in 24 C.F.R. Part 75.
- 10.2. The Contractor certifies that it is not under any contractual or other impediment that would prevent it from complying with the regulations set forth in 24 C.F.R. Part 75.
- 10.3. Consistent with existing Federal, state, and local laws and regulations, the Contractor and its contractors and subcontractors shall make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.
- 10.4. The Contractor shall include a Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 75.
- 10.5. The Contractor shall be responsible for collecting all data required to meet HUD's Section 3 reporting requirements including labor hours data from all subcontractors and documentation of the Contractor's qualitative efforts to comply with Section 3 requirements. Using a form provided by the County, the Contractor shall provide the County with a full report detailing these measures upon completion of the project.

2.2. Section 5.2 of the original contract Statement of Work (Payment Provisions) is amended to allow for reimbursement of administrative costs.

2.3. 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. Further, unless allowed elsewhere 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.


**Certificate Of Completion**

Envelope Id: DB525BCF163D42118D7900525D7B1075	Status: Completed
Subject: Please E-Sign This Amendment to Our CDBG Contract (2020-CDBG-2004.1 City of Washougal)	
Source Envelope:	
Document Pages: 4	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Lynn Mueller
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	lynn.mueller@clark.wa.gov
	IP Address: 64.4.181.102

**Record Tracking**

Status: Original	Holder: Lynn Mueller	Location: DocuSign
1/13/2022 2:46:11 PM	lynn.mueller@clark.wa.gov	

**Signer Events**

Signer Events	Signature	Timestamp
Amanda Migchelbrink amanda.migchelbrink@clark.wa.gov Deputy Prosecuting Attorney Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 64.4.184.5	Sent: 1/13/2022 3:11:46 PM Viewed: 1/13/2022 3:32:33 PM Signed: 1/13/2022 3:32:42 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/13/2022 3:32:33 PM  
ID: 7f76c224-7f83-4212-a431-54b0cd61a0b4

David Scott David.Scott@cityofwashougal.us City Manager Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 73.240.127.236	Sent: 1/13/2022 3:32:43 PM Resent: 1/28/2022 12:16:27 PM Viewed: 2/1/2022 5:29:41 PM Signed: 2/1/2022 5:30:19 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 2/1/2022 5:29:41 PM  
ID: eeb90fda-658e-4f53-b0a7-d85b7fdcc16d

tina redline tina.redline@clark.wa.gov Office Supervisor Clark County, WA Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 97.120.237.159 Signed using mobile	Sent: 2/1/2022 5:30:20 PM Viewed: 2/1/2022 7:45:52 PM Signed: 2/1/2022 7:45:56 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kathleen Otto Kathleen.Otto@clark.wa.gov County Manager Clark County Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 2/1/2022 7:45:58 PM Resent: 2/4/2022 4:18:01 PM Viewed: 2/4/2022 4:50:24 PM Signed: 2/4/2022 4:50:29 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 2/4/2022 4:50:24 PM  
ID: 22f25df8-4ca3-4e2f-bc40-9506817e4829

**In Person Signer Events**

**Signature**

**Timestamp**

<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Snook Janet  
janet.snook@clark.wa.gov  
testing  
dcs

**COPIED**

Sent: 2/4/2022 4:50:30 PM  
Viewed: 2/7/2022 7:22:01 AM

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	1/13/2022 3:11:46 PM
Certified Delivered	Security Checked	2/4/2022 4:50:24 PM
Signing Complete	Security Checked	2/4/2022 4:50:29 PM
Completed	Security Checked	2/4/2022 4:50:30 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Clark County, WA:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov)

**To advise Clark County, WA of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**



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