Burien Contract # 4533

7/1/16

City of Burien, Washington
City Hall Contract Routing Sheet

Name of Contracting Party: King County Housing & Community Development - CDBG

Project Name/Description: Burien Hilltop Crosswalk/Path Project - AMENDMENT #1

Contract Amount: $ 103,000 for amendment for construction phase; total rev. contract is $145,000

Type of Contract: (Includes Agreements, Grants, Interlocals, Leases, MOUs, etc.)

☐ Architectural/Engineering ☐ From MSRC Engineering Roster ☐ RFQ Process Done ☐ Consulting/Services (Non-Engineering) ☐ Human Svcs/Arts&Culture	☐ Construction/Public Works ☐ Informal Bidding Process Done-3 bids (less than $35,000) ☐ From MRSC Small Works Roster ($35,000 to $300,000) ☐ Competitive/Advertised Bidding Done (Over $300,000) ☐ Other: Sole Source - Emergency	☑ Grant ☐ Lease ☐ Other: _____ ☑ Contract Amendment to Contract No. 4533

Is this contract authorized in the current year's budget? ☑ Yes ☐ No

If budgeted, list Fund/Dept.: Transportation CIP- Hilltop Elem. Crosswalk.Path

Page # in Budget: 4-26 Budget line item amount: 141,000

BARS Account Number: 318-17-595-64

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Review: L Fleming *Date:* 7-5-16

- ☐ Draft contract, get contract file checklist items
- ☐ Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- ☐ Obtain *Dept. Director Approval* [signature] *Date:* 7/5/16

Legal Dept. Directions/Review: _____ *Date:* _____

- ☐ Review insurance
- ☐ Review of City Attorney (non-routine contracts)

Finance Dept. Directions/Review: [signature] *Date:* 7/5/16

- ☐ Review contract budget/administrative review.

City Manager Review if over $25,000: [signature] *Date:* 7/5/16

- ☐ Return Contract Package ~~to Finance~~ Dept.

Contract Manager Directions:

- ☒ Obtain signatures on contract.
- ☒ Provide fully signed copy of contract to other party.
- ☒ Make copy of contract for own files, if desired.
- ☒ Return original Contract Package to Finance Dept.

Finance Dept. Directions:

- ☒ Assign contract number.
- ☒ Provide contract number to Contract Manager.
- ☒ Provide Contract Package to Scanner.

Contract File Checklist:

- ☐ W-9 Taxpayer ID Form
- ☐ Burien Business License# _____
- ☐ Insurance Certificate
- ☐ Bids, if applicable ☐ N/A
- ☒ Contract Fully Signed

DocuSign Envelope ID: 220F5F0A-3DFD-4C9B-91B7-9E97A6BFE263

King County

Department of Community and Human Services
Community Services Division
(206) 263-9105 TTY Relay: 711

CONTRACT AMENDMENT

DCHS /	CSD / Community Development	Contract No.	5843746
Project/Exhibit(s)	III - Burien Hilltop Elementary Crosswalk	Original Contract Date	02/24/2016
Contractor	City of Burien	Amendment No.	1
Address	400 SW 152nd Street, Suite 300 Burien, WA 98166-	Amendment Start Date	07/01/2016

Amendment Requested By:	Amendment Effects:
Community Services Division	X Scope of Service ___ Time of Performance X Compensation
Kathy Tremper / (206) 263-9097	___ Method of Payment

PURPOSE

Change Exhibit II funding table to realign budget line items regarding design and professional service and management costs. Correct FAIN Grant Year number to B-15-UC-530001 as the project has been funded with 2015 Program Income funds. Add Exhibit III to contract for implementing the construction phase of the activity. Increase the fund by $103,000 of 2015 CDBG funds for Grant B-15-UC-53-0001 for a total contract amount of $145,000.

A. STANDARD CONTRACT CHANGES

Add $103,000 to Contract. Change funding table as follows:

	Exhibit Name	Amount	Fund Source
II	Burien Hilltop Elementary Crosswalk/Path C16321	$42,000	CDBG CFDA #: 14.218
III	Burien Hilltop Elementary Crosswalk	$103,000	CDBG CFDA #: 14.218
	TOTAL	$145,000	

B. EXHIBIT CHANGES

EXHIBIT II, Burien Hilltop Elementary Crosswalk/Path C16321

Section I. WORK STATEMENT, Change to read:

This Contract provides the basis for collaboration in implementing the design phase for the Hilltop Elementary crosswalk/path improvements. The first phase is for the associated costs in the development of design specifications and bid documents for the construction and installation of a mid-block crosswalk including a Rectangular Rapid Flashing Beacon (RRFB) and associated design cost for the ADA path improvements serving adjacent Hilltop Elementary School at Military Road South near South 123rd Street. This scope is hereinafter referred to as "the PROJECT". The total amount of funds awarded to this Exhibit shall not exceed $42,000 in King County administered CDBG funds. The Catalog of Federal Domestic Assistance (CFDA) number for the CDBG Program is 14.218. FAIN No. B-15-UC-53-0001.

Section IV. COMPENSATION AND METHOD OF PAYMENT, Change C.2 to read:

2. Line Item Budget

Item	CDBG Funds	Other Funds	Total Funds
Required Environmental Studies	$ 4,000	$0	$ 4,000
Professional Engineering and Design Services	$ 26,400	$0	$ 26,400
Construction Management and Other Costs	$ 11,600	$0	$ 11,600
TOTAL CONTRACT BUDGET:	$ 42,000	$0	$ 42,000

Add EXHIBIT III - BURIEN HILLTOP ELEMENTARY CROSSWALK/PATH CONSTRUCTION

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:
FOR Steve Andrysziewski
113692BF71F469...
King County Executive

7/8/2016
Date

CITY OF BURIEN

DocuSigned by:
Kim Krause
D704B0AEEF2F45C...
Signature

Kim Krause
NAME (Please type or print)

7/7/2016
Date

DocuSign Envelope ID: 220F5F0A-3DFD-4C9B-91B7-9E97A6BFE263

EXHIBIT III
CITY OF BURIEN
BURIEN HILLTOP ELEMENTARY CROSSWALK/PATH CONSTRUCTION

Contract No.: 5843746	Project No.: C16321-1127771
King County Project Manager: Eric Jensen	Contact Person: Lori Fleming
Start Date: July 1, 2016	Telephone: 206-248-5516
End Date: November 15, 2016	E-Mail: Lorif@burienwa.gov

I. WORK STATEMENT

This Contract entered into between King County Housing and Community Development (HCD) (hereinafter referred to as "the COUNTY") and CONTRACTOR (hereinafter referred to as BURIEN) to identify the roles of the parties to implement the Community Development Block Grant (CDBG) activities that are the subject of this Exhibit, beginning on July 1, 2016 and ending on November 15, 2016. All such activities shall be carried out in a manner which fully complies with all applicable federal, state and local laws, statutes, rules and regulations, as currently in effect or as amended in the future.

This Contract provides the basis for collaboration in implementing the construction phase for the Hilltop Elementary crosswalk/path improvements on South 123rd Street, Burien, WA, herein referred to as "the PROJECT". The total amount of funds awarded to this Exhibit shall not exceed $103,000 in King County administered CDBG funds. The Catalog of Federal Domestic Assistance (CFDA) number for the CDBG Program is 14.218; FAIN No. B-15-UC-53-0001.

II. PROGRAM DESCRIPTION

A. Goal

Improve the living environment in low- and moderate-income neighborhoods and communities in accordance with jurisdictions' adopted Comprehensive Plans and the Countywide Planning Policies by making CDBG capital funds available for high priority public improvement needs such as public infrastructure, water, sewer, sidewalks, etc., park facility needs and accessibility improvements, in a range of low- to moderate-income areas of King County Consortium cities.

B. Outcome

The community is a healthier and/or safer place to live, and/or has more amenities, including improved pedestrian accessibility. Upon completion of the construction phase of the PROJECT, BURIEN will have a safer route for school children to walk to school.

C. Indicators

Upon completion of the project, BURIEN will have a Rectangular Rapid Flashing Beacon (RRFB) with electrical service connection for a mid-block crosswalk on Military Road South near South 123rd Street that serves Hilltop Elementary School. ADA path improvements will also be addressed from the street to the school.

III. ROLES OF PARTIES

A. Under this Contract the responsibilities of the COUNTY shall be as follows:

1. The COUNTY shall have the lead role in directing implementation of the PROJECT during the construction phase in order to ensure that the PROJECT chosen for award of CDBG capital funds is completed pursuant to all applicable CDBG and other federal regulations.

2. The COUNTY shall conduct all necessary environmental reviews described in 24 Code of Federal Register (CFR) 570.604 - Environmental standards - of the CDBG regulations and § 58.5 - Related Federal Laws and Authorities - for compliance with requirements of the CDBG program. All mitigation measures identified in the Environmental Review shall be incorporated herein by this reference and shall be monitored and enforced during the implementation of the project. All mitigation measures shall be included in all bid specifications and construction contracts related to the PROJECT.

3. The COUNTY shall provide all federal and King County requirements for all plans, specifications and bid documents prepared for procurement of professional services and construction contracts.

4. The COUNTY shall assure that the CDBG funds under this Exhibit will be used to pay for construction and expenditures are eligible to meet federal requirements of the program and Uniform Administrative Code..

5. The COUNTY shall be an equal participant in collaborating with BURIEN on development of the following final construction documents for advertising or soliciting responses for any type of good or service including, but not limited to, professional services and construction services:

   a. Construction bid specifications;

   b. Invitation to bid;

   c. Request for proposals; and

   d. Request for qualifications.

6. The COUNTY shall prepare the U.S. Department of Housing and Urban Development (HUD) Section 3 report for all contracted services related to the PROJECT.

7. The COUNTY shall ensure that the construction bid specifications and construction contracts assisted in whole or in part under this Contract, include provisions requiring each prime construction contractor (hereinafter referred to as the "PRIME") to submit assurance of final payments in a format approved by the County.

8. The COUNTY shall provide staff to direct implementation of the PROJECT and must explicitly approve by signature any and all payments made concerning the PROJECT during the construction phase.

9. The COUNTY shall assign a Project Manager from the Housing and Community Development Program's Community Development Section to act in this capacity and to work with BURIEN to implement the project during the construction phase.

10. The COUNTY shall facilitate standing weekly construction meetings at a site mutually agreed upon with an assigned representative of BURIEN and the PRIME during the course of construction and implementation through construction closeout.

11. The COUNTY shall work with BURIEN in the event that the CDBG funding award is not enough to cover all desired improvements, and the two parties shall jointly determine the priority of the improvements to be made within funding limits.

12. The COUNTY shall have mutual signature authority for changes, change orders, modifications, or amendments of this Exhibit and/or any subsequent sub-contracts, as necessary to serve the public interest.

13. COUNTY staff shall verify that federal labor requirements, including Section 3 Requirements, have been met prior to approving any payment on the PROJECT. Payment will be withheld for any costs by BURIEN, the PRIME or any sub-contractor of construction that is out of compliance.

14. The COUNTY shall be the recipient of certified weekly payrolls of construction activity and supporting documents for labor compliance. Upon review and approval of said documents, COUNTY shall approve payment to BURIEN and/or to the PRIME, depending on the nature of the expenditure and the line item budget in SECTION IV.C.2.

15. COUNTY activity project delivery costs for the project will be determined and combined with the project as part of the overall CDBG project budget.

B. Under this Contract the responsibilities of BURIEN shall be as follows:

1. BURIEN shall provide staff to implement the PROJECT and will be a signatory on any payment during the implementation of the PROJECT. BURIEN shall assign a Project Manager to act in this capacity and to work with the COUNTY to implement the project.

2. BURIEN shall provide all local and state requirements for any plans, specifications and bid documents prepared for procurement of professional services and construction contracts.

3. BURIEN shall collaborate with the COUNTY to run an approved procurement process for construction and oversight of the PROJECT. BURIEN shall assume responsibility for ensuring the following:

    a. BURIEN shall hire and subcontract with a licensed and bonded Construction Contractor (herein after referred to as the PRIME), subject to COUNTY approval.

    b. The sub-contract shall require the PRIME to maintain comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence/$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, CITY OF BURIEN and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to any of Engineer's sub-contractor's performance of this Contract.

c. The sub-contract shall require the PRIME to maintain professional liability insurance in an amount of not less than $1,000,000 per claim. Such insurance shall include limited contractual liability coverage and shall provide for thirty days prior written notice to the COUNTY in event of cancellation. The PRIME shall endeavor to use good faith in order to maintain in force such coverage for not less than three (3) years following completion of the PROJECT. The COUNTY, at its option, may require a complete copy of the above policy and evidence of required coverage.

d. The sub-contract shall require the PRIME to include the COUNTY as an additional insured and refer to and support the Engineer's obligation to hold harmless the COUNTY, its officers, BURIEN and employees. Such insurance shall provide 30 days written notice to the COUNTY in the event of cancellation, non-renewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company will provide written notice to the COUNTY within 30 days after any reduction on the general annual aggregate limit.

e. The sub-contract shall require the PRIME to furnish the COUNTY evidence of the insurance required in III.B.3 (b) and (c) prior to the issuance of a Notice To Proceed.

f. The sub-contract shall ensure that the PRIME'S responsibilities include, but are not limited to, the following:

i. During construction the PRIME shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by BURIEN.

ii. All reports and recommendations concerning construction shall be submitted to the COUNTY for approval. The COUNTY agrees that no decisions affecting construction shall be made without BURIEN' approval.

iii. In the event of modifications to the construction contract, which result in an increase in the contract amount, without the prior approval of the COUNTY, BURIEN shall be solely responsible for such modifications.

4. BURIEN, in coordination with the COUNTY, shall run an approved procurement process for construction of the PROJECT.

a. Such services shall be reimbursed to BURIEN if they were identified in the PROJECT application as a CDBG eligible expense of the PROJECT and funds were awarded for that purpose.

b. BURIEN shall assure that all specifications and drawings shall be in conformance with current standards and general specifications as set forth in the application of the PROJECT, and shall collaborate with the COUNTY to ensure compliance with local, state and federal requirements associated with the use of CDBG funds.

i. BURIEN shall collaborate with the COUNTY to ensure compliance with Section 3 requirements set forth at 24 CFR Part 135 in obtaining design services. Compliance with Section 3 requirements

is set forth at 24 CFR Part 135.38. When applicable, said requirements shall be incorporated into construction bid specifications, invitations to bid and/or requests for proposals as well as construction contracts with a contract value which exceeds $100,000.

ii. The work performed by this Contract may also be subject to the State's prevailing wage laws, Chapter 39.12 Revised Code of Washington (RCW). BURIEN shall consult with the Washington State Department of Labor and Industries to determine the State prevailing wages that must be incorporated into the Bid Documents.

c. BURIEN shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state, and federal law.

d. BURIEN shall obtain any easements or approvals necessary to allow access onto private property. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

e. BURIEN shall use a more restrictive procurement procedure by sealed bids (formal advertising) except when allowed per 24 CFR Sec. 85.36(d)(2)(i). Bids shall be publicly solicited and a firm-fixed-price contract shall be awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

f. BURIEN shall exclude construction contractors that developed or drafted specifications, requirements, statements of work, invitations for bids, and/or requests for proposals related to this PROJECT from competing for such procurement as part of its efforts to eliminate unfair competitive advantage.

g. BURIEN shall seek a minimum of three bids to enhance the opportunity to obtain the best price for the construction of the PROJECT. If three bids are not received, BURIEN will work with the COUNTY to identify an appropriate and legally acceptable alternative course of action to procure a construction contractor.

5. BURIEN shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by BURIEN as provided by Washington Statute.

6. BURIEN shall bear the risk of loss from fire, extended coverage, and shall purchase and maintain property insurance on all affected BURIEN property. BURIEN will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.

7. BURIEN shall provide all necessary staffing support to assist the COUNTY with the completion of the PROJECT.

8. BURIEN shall submit to COUNTY for its approval all reports and recommendations concerning construction of PROJECT. The COUNTY will submit to BURIEN for its approval all of COUNTY's decisions affecting construction. Both parties agree that their approval may not be unreasonably delayed withheld or conditioned and will follow guidelines outlined in Attachment B., Project Implementation Manual. A customized Attachment B. 'Project Implementation Manual' shall be incorporated

herein by this reference and shall be referred during the course of the implementation of the project.

9. BURIEN shall have mutual signature authority for changes, change orders, modifications, or amendments of this Exhibit and/or any subsequent sub-contracts, as necessary to serve the public interest. Upon completion of the PROJECT, BURIEN agrees to:

   a. Accept the improvements;

   b. Become the successor of the Construction Contract; and

   c. Continue operating the property as a passive trail.

10. Public Information

   a. In all news releases and other public notices related to projects funded under this Contract, BURIEN shall include information identifying the source of funds as the King County Consortium Community Development Block Grant Program.

   b. During construction of the project, a durable and adequately visible sign shall be erected at the construction site, identifying the source of funds, such as: "Funding for this project was provided by King County Consortium Community Development Block Grant Program."

   c. A plaque shall be permanently placed in the highest foot traffic area readily visible to the public. The size should be at a minimum 12" by 12". The plaque should contain the following:

FUNDING FOR BURIEN HILLTOP ELEMENTARY CROSSWALK AND PATH
PROVIDED BY
THE KING COUNTY CONSORTIUM COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM AND
CITY OF BURIEN
THROUGH THE U. S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT
[DATE]

C. Records and Reports

BURIEN shall maintain files for this project containing the following items:

1. Documentation demonstrating BURIEN' determination of eligibility for the project activity and the national objective met per CDBG Program regulations;

2. Notice of Grant Award;

3. Motions, resolutions, or minutes documenting Board or Council actions;

4. A copy of this Contract;

5. Correspondence regarding budget revisions;

6. Copies of all invoices and reports submitted to the COUNTY for this project;

7. Bills for payment;

8. Copies of approved invoices and warrants;

9. Payroll time sheets for actual salary and fringe benefit costs, time sheets signed by a supervisor and annotated to document percent of time charged against this project if less than full time;

10. Documentation, such as log sheets, of copy machine use, postage, telephone use, and office supplies when these costs are shared with other programs and no invoice is available, or alternative, annotated invoices may be used to document charges as appropriate;

11. Documentation of mileage charges for private auto use;

12. Documentation of the solicitation process used to select vendors and sub-contractors with original purchase orders and sub-contracts;

13. Documentation related to adherence to labor compliance rules and regulations and report submittal related to such; and

14. BURIEN shall submit project status information on a Program Accomplishment form.

D. Project Completion Ceremony

Upon completion of the PROJECT, the COUNTY and BURIEN shall coordinate to determine whether there will be an event or to jointly plan for such an event (for example: ribbon cutting, open house, grand opening, tour, etc.) to celebrate the successful execution of the project. Invitations may be extended to the following representatives: King County Executive, or the Department of Community and Human Services representative on behalf of the Executive, an appropriate King County Council member(s), a representative from the local HUD Field Office, and representatives from other participating jurisdictions.

IV. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Requirements

1. The COUNTY will not make payment on an invoice unless the HCD Project Manager has signed approval for payment on the Application and Certificate for Payment form (see Attachment B. 3.03) before the payment was made, and in advance of submittal for payment.

2. BURIEN shall submit invoices to the COUNTY within ten business days after the end of each quarter in which BURIEN incurs costs under this Contract. The final request shall be submitted prior to November 15, 2016.

3. BURIEN shall submit invoices to the COUNTY in the form of a CDBG Program Invoice form. Such forms shall be signed by an authorized representative of BURIEN and shall be accompanied by copies of supporting documents of eligible expenditures.

4. The COUNTY shall retain ten percent of the value of the contract provided under this project until all construction activities are completed and labor standards are met. The COUNTY shall disburse the retained amount with the final invoice upon the COUNTY's verification that BURIEN, the Prime and all sub-contractors have complied with the provisions of this Contract.

5. Payments shall be made upon the joint approval of BURIEN, COUNTY Project Manager and Davis Bacon Compliance Officer, each verifying that respective supporting documentation meets compliance requirements.

B. Method of Payment

BURIEN shall be reimbursed for satisfactory completion of the requirements specified in this Contract in a sum not to exceed $103,000.

C. The COUNTY shall apply the following CDBG funds to the project in accordance with the Line Item Budget Summary below.

1. CDBG Funds

King County Community Development Block Grant – South Sub-region 2015 Funds FAIN B-15-UC-53-001	$103,000
Total CDBG Funds: CFDA 14. 218	$103,000

2. Line Item Budget

Item	CDBG Funds	Other Funds	Total Funds
Construction Contract	$ 95,000	$ 0	$ 95,000
Construction Management	$ 6,000	$ 0	$ 6,000
Other: Ads/Plaque/Misc.	$ 2,000	$ 0	$ 2,000
TOTAL EXHIBIT BUDGET:	$103,000	$ 0	$103,000

D. Project Milestones

1. The following milestones shall be set forth for project accomplishment. Milestones may be amended from time to time with the written Contract of the COUNTY and BURIEN.

2. The Project shall be implemented in accordance with the following schedule.

Milestones for Design & Bidding Phase	Projected Completion Date
Environmental Review Phase I (A&E only)	February 24, 2016
Environmental Review Phase II (construction)	June 30, 2016
Design Complete	July 2016
Bid Opening	July 2016
Preconstruction conference	August 2016
Construction 50% complete	August 2016
Construction Complete	September 2016
Labor Standards Reviewed and Accepted Release Retainage	October 2016
Final Voucher Submitted	October 2016
Project Funding Report Form Completed	November 15, 2016
Project Closed	November 15, 2016

E. Liaison Responsibility

Brian Victor will act as liaison from BURIEN for the PROJECT.

Eric Jensen will act as liaison from COUNTY.

F. Special Requirements

1. Environmental Review Mitigation Requirements

   There are no specific mitigation measures noted.

2. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.

3. Notice

   Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Contract.

4. Non-substitution for Local Funding

   The CDBG funding made available under this Contract shall not be utilized by BURIEN to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Contract.

5. Evaluation

   BURIEN agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.

6. Change of Use

   BURIEN agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 and the King County CDBG Consortium Policies.

7. Reversion of Assets

   Upon expiration or termination of this Contract, BURIEN shall transfer to the COUNTY any CDBG funds on hand at time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under BURIEN' control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall ensure said real property is either:

   a. Used to meet one of the National Objectives in CFR 570.208 for the term of this CONTRACT; or

   b. Not used to meet on the National Objectives for the term of this CONTRACT, in which event BURIEN shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

V. TERM OF AGREEMENT

A. This Contract becomes effective when it is signed by both Parties.

B. The term of this Contract is a period beginning when it becomes effective and ending six years after closeout of the Community Development Block Grant for this PROJECT.

C. This Contract may be suspended or terminated prior to the expiration of its term by:

1. Written notice provided to the COUNTY from BURIEN before any materials or services for improvements are procured; or

2. Written notice provided by the COUNTY in accordance with 2 CFR 200.338, included as Attachment A, resulting from material failure by BURIEN to comply with any term of this CONTRACT; or

3. Mutual agreement by the COUNTY and BURIEN City in accordance with 24 CFR 85.44.

D. Upon completion of improvements or upon termination of this CONTRACT, any unexpended balances of CDBG funds shall remain with the COUNTY.

Attachment A

Title 2: Grants and Agreements
PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
Subpart D—Post Federal Award Requirements

§200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.