



STATE OF WASHINGTON

Department of Archaeology and Historic Preservation

1063 S. Capitol Way, Suite 106 • PO Box 48343 • Olympia, Washington 98504-8343
(360) 586-3065 • Fax Number (360) 586-3067

DAHP GRANT # FY16-90006-002

GRANT AGREEMENT

Between

Washington State Department of Archaeology and Historic Preservation

And

Pacific County

Contact Person: Loren Doolittle (360) 586-3072
Grant No: FY16-90006-002
Grant title: County Courthouse Exterior Rehabilitation Project
Effective Date: 10-01-2015
Expiration Date: 06-30-2017

This agreement is made between the Washington State Department of Archaeology and Historic Preservation, hereinafter referred to as the DEPARTMENT, and Pacific County, hereinafter referred to as the GRANTEE.

Section 1. Responsibilities of the grantee

- A. The GRANTEE will perform or cause others to perform the work described in the "Scope of Work" (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in the attachments as enumerated and described in Section 3. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.
- B. The GRANTEE understands that the work called for under this agreement must conform to Washington State administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with such requirements.
- C. The GRANTEE agrees to comply with the restrictions concerning non-lobbying with appropriated funds. "No part of the money appropriated for this grant shall be used by the GRANTEE in any form of lobbying at any level of government, government employees or elected officials.
- D. The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least six years following the ending date of the grant. In the event that an audit of the

GRANTEE or of the DEPARTMENT should take exception to any expenditures by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees. When arranging for an audit, the DEPARTMENT should contact:

Kathy Spoor Tel: 360-875-9334
PO Box 6
South Bend, WA 98586
kspoor@co.pacific.wa.us

- E. The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2. a. Progress reimbursement requests are allowable, no more frequently than monthly, and costs associated to the progress reimbursement request must have been paid by GRANTEE prior to submittal of the progress reimbursement request. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as may be requested by the DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement within forty-five days following completion of the work.
- F. The GRANTEE agrees to provide the DEPARTMENT with a completion report. The GRANTEE will submit this report on or before the end date. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the payment required in Section 2.a. pending receipt of this completion report.
- G. The GRANTEE agrees that the "Budget" (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a greater amount than that stipulated as DEPARTMENT share. In the event that the GRANTEE should spend less than the budgeted amount on an object or element in the budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting by the elements or objects in the budget.
- H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.

The GRANTEE agrees to submit the products identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final products which do not conform to the terms and conditions of this agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

- I. The GRANTEE agrees to submit a "Schedule for Project Completion" (Attachment 5) before beginning work under this agreement. Said schedule form shall list each element described in the "Scope of Work" and shall indicate the approximate date when completion of each can be expected.
- J. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.
- K. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under \$25,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement.
- L. The GRANTEE agrees that it, its agents and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington.
- M. State funds are the basis for this grant. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any state department or agency. Should for any reason the state funds, which are the basis for this agreement become withdrawn, the agreement may be terminated without penalty to the DEPARTMENT.
- N. To the fullest extent permitted by law, the GRANTEE shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the grant. GRANTEES' obligation to indemnify, defend, and hold harmless includes any claim by GRANTEES' agents, employees, representatives, or any subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEES' or any subcontractor's performance or failure to perform the grant. GRANTEES' obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Consistent with RCW 43.17.320.340, the parties shall make every effort to resolve disputes arising out of, or relating to, this contract through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the director of each party and a third party mutually agreed upon by the director of each party. The team shall attempt, by majority vote, to resolve the dispute. If the dispute cannot be resolved in this fashion, either party may request assistance from the Governor pursuant to RCW 43.17.330.

- O. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for

payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.

- P. The GRANTEE, agrees to include written acknowledgment of The Department of Archaeology and Historic Preservation support, for all grant-related publications and public information materials including audio-visual and workshop materials.
- Q. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap in accordance with Chapter 49.60RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.
- R. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's business Enterprise firms certified by OMWB.
- S. The GRANTEE agrees to a 50/50 match of funds. Fifty percent (50%) being the full amount of the let grant amount, fifty percent (50%) being the match amount by the grantee. The GRANTEE will not claim match directly earmarked or identified for this agreement as match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to any match provided by GRANTEE.

DEPARTMENT: Grant Amount: \$360,047.00 GRANTEE: Minimum Grant Match Amount: \$360,047.00.

- T. The GRANTEE, as a condition of receiving this grant, agrees to maintain the building to which this grant applies for a period of not less than five (5) years, in accordance with the Secretary of Interior's Standards for the Rehabilitation of Historic Properties, and further agrees that all work performed as defined in the Scope of Work and Budget of this grant is done in accordance with the Secretary of Interior's Standards for the Rehabilitation of Historic Properties. The GRANTEE further agrees that failure to adhere to this provision of this grant warrants cause for the DEPARTMENT to request full recovery or portions of those grant monies paid out to the GRANTEE as applies to this grant.
- U. If the courthouse is designated as a local landmark through a Certified Local Government (CLG) program, the GRANTEE, as a condition of receiving this grant, agrees to submit project documents to the local historic preservation commission for project approval. The project receiving grant funds should only proceed once a Certificate of Appropriateness has been secured through the local process. This is in addition to the regular review provided by the DEPARTMENT.

Section 2. Responsibilities of the DEPARTMENT

- A. The DEPARTMENT agrees to reimburse the GRANTEE the grant let amount of its actual authorized expenditures for the purpose of this agreement, provided:
1. The Total paid by the DEPARTMENT shall not exceed the amount stipulated "Budget" (Attachment 1) as DEPARTMENT share.
 2. All expenditures were incurred between the beginning and ending dates of the grant.
 3. No expenditures have been previously claimed in any other grant from any agency of the state or federal government.
 4. The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.
 5. The GRANTEE has met all requirements contained in this agreement.
 6. The DEPARTMENT will accept as match expenditures presented by the GRANTEE on rehabilitation projects completed in accordance with the Secretary of Interior's Standards for the Rehabilitation of Historic Properties that were completed on or after January 1 of the year 2014 and prior to the start date of this grant.
- B. The DEPARTMENT agrees to requests from the GRANTEE for progress payments. (Section 1E.)
- C. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

Section 3. Attachments

The following attachments are hereby incorporated into and made a part of this agreement.

Attachment #1 – "Budget"

Attachment #2 – "Scope of Work"

Attachment #3 – "General Terms and Conditions"

Attachment #4 – "State Form A19-1"

Attachment #5 – "Schedule for Project Completion"

Attachment #6 – "Competitive Negotiation and Small Purchases Contracting"

Section 4. Amendments

This grant agreement may only be amended if such amendment is in writing, agreed to and signed by all the parties, and attached hereto.

DEPARTMENT:

Allyson Brooks, Director

Date

GRANTEE:

Steve Rogers, Chair – Board of Pacific
County Commissioners

Date

Fed ID Number



DAHP GRANT #FY16-90006-002

Attachment #1
Budget

ELEMENT/OBJECT

<i>Construction Costs:</i>	<i>State Dollars</i>	<i>Hard Match</i>	<i>Soft Match</i>	<i>Total</i>
Exterior Rehabilitation	<i>\$360,047.00</i>	<i>\$360,047.00</i>	<i>0.00</i>	<i>\$720,094.00</i>
Project Management	<i>\$0.00</i>	<i>\$12,090.00</i>	<i>0.00</i>	<i>\$12,090.00</i>
<i>Totals:</i>	<i>\$360,047.00</i>	<i>\$372,137.00</i>	<i>0.00</i>	<i>\$732,184.00</i>

Note: Minimum Share Required is \$360,047.00. Share expenditures that are presented and that are above the minimum are subject to the conditions of Section 1; S. of this contract. (Specification, assignment, and claim of match to the Department of Archaeology and Historic Preservation.)

Attachment #2
Scope of Work

PROVIDE SCOPE OF WORK

The GRANTEE shall cause or shall cause others to complete:

Rehabilitation of portions of the Pacific County Courthouse, including but not limited to:

A. Exterior Rehabilitation

- 1.) Remove existing exterior coating in those areas demonstrating concrete deterioration and/or failure. Method for removing coating should be implemented without the use of sandblasting, high pressure water treatments, heat guns, or mechanized rotary sanders or rotary wire brushes (refer to NPS Preservation Brief #10: <http://www.nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm#removal>)
- 2.) Sand, prep, patch and repair affected concrete on all areas of the exterior as needed.
- 3.) Repair all window sills as needed.
- 4.) Prime and seal exterior per contractor recommendations and product specifications.

B. Front Stair Rehabilitation

- 1.) Prep, patch and repair concrete on front entry stair as needed. Method for patching and products to be used to be submitted to program staff for approval.

The county will provide final architectural/construction drawings and/or designs for the work noted above to the Department of Archaeology & Historic Preservation to ensure compliance with the Secretary of the Interior's *Standards for the Rehabilitation of Historic Properties*.

ATTACHMENT 3

GENERAL TERMS AND CONDITIONS

DEFINITIONS -- As used throughout this grant, the following terms shall have the meaning set forth below:

A. "DEPARTMENT" shall mean the Department of Archaeology and Historic Preservation, of the State of Washington, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing the DEPARTMENT.

B. "Director" shall mean the Director, Department of Archaeology and Historic Preservation, and/or the delegate authorized in writing to act on the Director's behalf.

C. "GRANTEE" shall mean that firm, provider, organization, individual or other entity performing services under this grant, and shall include all employees of the GRANTEE.

D. "Subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this grant under a separate grant with the GRANTEE. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

1. GRANTEE Not Employee of the Department -- The GRANTEE and his/her employees or agents performing under this grant are not employees or agents of the DEPARTMENT. The GRANTEE will not hold himself/herself out as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW or Chapter 28B.16 RCW.

2. Nondiscrimination -- During the performance of this grant, the GRANTEE shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

3. Noncompliance with Nondiscrimination Laws -- In the event of the GRANTEE'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further grants with the DEPARTMENT. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

4. Utilization of Minority and Women-Owned Business Enterprises -- To the extent set forth in the special terms and conditions of this grant, the GRANTEE will utilize minority-owned and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises under the State of Washington certification program and shall be subject to applicable requirements of Chapter 39.19 RCW.

5. Subcontracting -- Neither the GRANTEE nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this grant without obtaining prior written approval of the DEPARTMENT. A Subcontractor under contract to the GRANTEE for performance of grant related work may not subsequently subcontract without first obtaining prior written approval of the DEPARTMENT.

6. Indemnification -- The GRANTEE agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT and their officers, agents, employees, and assigns against any and all damages or claims for damages resulting or allegedly resulting from the GRANTEE'S performance or activities hereunder.

The GRANTEE agrees to and shall indemnify and hold harmless the DEPARTMENT, and its employees and/or agents, from any suit at law or equity or claim or demand, and from any loss or cost of any nature including reasonable attorney fees, from any failure of the GRANTEE to fulfill any of its obligations under this agreement.

7. Covenant Against Contingent Fees -- The GRANTEE warrants that no person or selling agent has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the GRANTEE for the purpose of securing business. The DEPARTMENT shall have the right, in the event of breach of this clause by the GRANTEE, to annul this grant without liability or, in its discretion, to deduct from the grant price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

8. Conflict of Interest -- The DEPARTMENT may, by written notice to the GRANTEE terminate this grant if it is found after due notice and examination by the Director that there is a violation of Chapter 42.52 RCW, Ethics in Public Service; or any similar statute involving the GRANTEE in the procurement of, or performance under, this grant.

In the event this grant is terminated as provided above, the DEPARTMENT shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the grant by the GRANTEE. The rights and remedies of the DEPARTMENT provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant.

9. Treatment of Assets --

A. Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property furnished by the GRANTEE, or the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this grant, shall remain with the GRANTEE.

B. Any property of the DEPARTMENT furnished to the GRANTEE shall, unless otherwise provided herein or approved by the DEPARTMENT, be used only for the performance of this grant.

C. The GRANTEE shall be responsible for any loss or damage to property of the DEPARTMENT which results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.

D. Upon loss or destruction of, or damage to, any DEPARTMENT property, the GRANTEE shall notify the DEPARTMENT thereof and shall take all reasonable steps to protect that property from further damage.

E. The GRANTEE shall surrender to the DEPARTMENT all property of the DEPARTMENT prior to settlement upon completion, termination or cancellation of this grant.

F. All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or Subcontractors.

10. Nonassignability -- Neither this grant, nor any claim arising under this grant, shall be transferred or assigned by the GRANTEE.

11. Records and Documents -- The GRANTEE shall maintain books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this grant. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or grant. The GRANTEE will retain all books, records, documents, and other materials

relevant to this grant for six years from the date of final payment, and make them available for inspection by persons authorized under this provision.

12. Right of Inspection -- The GRANTEE shall provide right of access to its facilities to the DEPARTMENT, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this grant.

13. Recapture Provisions -- In the event that the GRANTEE fails to expend funds under this grant in accordance with state laws and/or the provisions of this grant, the DEPARTMENT reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed six years following grant termination. Repayment by the GRANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event that the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees.

14. Safeguarding of Information -- The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT'S or the GRANTEE'S responsibilities with respect to services provided under this grant is prohibited except by prior written consent of the DEPARTMENT.

15. Rights in Data -- Unless otherwise provided, data that originates from this grant shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DEPARTMENT. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the grant, but which does not originate therefrom, shall be transferred to the DEPARTMENT with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the GRANTEE has a right to grant such a license. The GRANTEE shall exert all reasonable effort to advise the DEPARTMENT, at the time of delivery of data furnished under this grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this grant. The DEPARTMENT shall receive prompt written notice of each notice or claim of copyright infringement received by the GRANTEE with respect to any data delivered under this grant. The DEPARTMENT shall have the right to modify or remove any restrictive markings placed upon the data by the GRANTEE.

16. Registration with Department of Revenue -- Unless exempt from registration by law, the GRANTEE shall complete registration with the DEPARTMENT of Revenue, General Administration Building, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this grant.

17. Travel and Subsistence Reimbursement -- In the absence of provisions included herein, travel expenses shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The GRANTEE is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this grant.

18. Licensing, Accreditation and Registration -- The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this grant.

19. Industrial Insurance Coverage -- The GRANTEE shall provide or purchase industrial insurance coverage prior to performing work under this grant. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any Subcontractor or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this grant. If the DEPARTMENT of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this grant, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.

20. Advance Payments Prohibited -- No payments in advance or in anticipation of services or supplies to be provided under this grant shall be made by the DEPARTMENT.

21. Savings -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this grant and prior to normal completion, the DEPARTMENT may terminate the grant under the "Termination for Lack of Funding" clause, without the five day notice requirement, subject to re-negotiation under those new funding limitations and conditions.

22. Limitation of Authority -- Only the Director or Director's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this grant is not effective or binding unless made in writing and signed by the Director.

23. Waiver of Default -- Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the grant shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the grant unless stated to be such in writing, signed by the Director and attached to the original grant.

24. Changes and Modifications -- The Director may, at any time, by written notification to the GRANTEE and without notice to any known guarantor or surety, make changes in the general scope of the services to be performed under the grant. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this grant, an equitable adjustment may be made in the grant price or period of performance, or both, and the grant shall be modified in writing accordingly. Any claim by the GRANTEE for adjustment under this clause must be asserted within thirty (30) days from the date of GRANTEE'S receipt of the notice of such change; Provided, however, that the Director may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this grant. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this grant entitled "Disputes." However, nothing in this clause shall excuse the GRANTEE from proceeding with the grant as changed.

25. Disputes -- Except as otherwise provided in this grant, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the GRANTEE, and a third party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

26. Termination for Default -- By written notice the Director may terminate the grant, in whole or in part, for failure of the GRANTEE to perform any of the provisions hereof. In such event the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original grant and the replacement or cover grant and all administrative costs directly related to the replacement grant, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the GRANTEE was not in default, or (ii) the GRANTEE'S failure to perform is without GRANTEE'S and/or Subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.

27. Termination for Convenience -- Except as otherwise provided in this grant, the Director may, by giving thirty (30) days written notice, beginning on the second day after the mailing, terminate this grant in whole or in part when it is in the best interests of the DEPARTMENT. If this grant is so terminated, the DEPARTMENT shall be liable only for payment in accordance with the terms of this grant for services rendered prior to the effective date of termination.

28. Termination for Lack of Funding -- The DEPARTMENT may unilaterally terminate all or part of this grant, or may reduce its scope of work or budget, if there is a reduction of funds by the source of those funds, and if such funds are the basis for this grant.

29. Termination Procedure -- Upon termination of this grant the DEPARTMENT, in addition to any other rights provided in this grant, may require the GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The DEPARTMENT shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by the DEPARTMENT, and the amount agreed upon by the GRANTEE and the DEPARTMENT for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Director shall determine the extent of the liability of the DEPARTMENT. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this grant. The DEPARTMENT may withhold from any amounts due the GRANTEE such sum as the Director determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this grant.

After receipt of a notice of termination, and except as otherwise directed by the Director, the GRANTEE shall:

1. Stop work under the grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the grant as is not terminated;
3. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the Director, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Director to the extent Director may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the Director any property which, if the grant had been completed, would have been required to be furnished to the DEPARTMENT;

6. Complete performance of such part of the work as shall not have been terminated by the Director; and,

7. Take such action as may be necessary, or as the Director may require, for the protection and preservation of the property related to this grant which is in the possession of the GRANTEE and in which the DEPARTMENT has or may acquire an interest.

30. Governing Law -- This grant shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this grant, venue shall be proper only in Thurston County. The GRANTEE by execution of this grant, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

31. Severability -- If any provision of this grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this grant which can be given effect without the invalid provision, and to this end the provisions of this grant are declared to be severable.

32. Certification Regarding Debarment, Suspension or Ineligibility -- If federal funds are the basis for this grant, the GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

Approved as to form only by Suzanne Shaw, Assistant Attorney General,
on May 27, 1998.

FORM A19-1A	STATE OF WASHINGTON INVOICE VOUCHER
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AGENCY USE ONLY	
AGENCY NO.	CONTRACT NO. OR GA AUTH. NO.
103	FY16-90006-002

AGENCY NAME
Department of Archaeology & Historic Preservation 1063 S Capitol Way Suite 106 PO Box 48343 Olympia, WA 98504 8343
ATTN:
VENDOR OR CLAIMANT (warrant is to be payable to)
Pacific County Attention Kathy Spoor, County Administrator PO Box 6 South Bend, WA 98586

INSTRUCTIONS TO VENDOR OR CLAIMANT:

In the absence of a detailed invoice, submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate:

I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veteran status.

By: _____
(Sign in ink)

(Title) (Date)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. 91-6001351	RECEIVED BY	DATE RECEIVED
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DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT

PREPARED BY (Fiscal)				DATE		DIVISION APPROVAL				DATE			
DOC DATE			CURRENT DOC NO			REF DOC NO			VENDOR NUMBER		VENDOR MESSAGE		
SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	CNTY	CITY	PROJECT	AMOUNT	INVOICE NUMBER	GENERAL LEDGER
APPROVED FOR PAYMENT BY FISCAL						DATE		WARRANT TOTAL					

ATTACHMENT 5
SCHEDULE FOR PROJECT COMPLETION

List each proposed grant activity separately estimating the start and completion dates.

FY16-90006-002

WORK TO BE ACCOMPLISHED	Estimated Starting Date	Estimated Completion Date
Exterior Rehabilitation	November 2015	June 2017

ATTACHMENT 6

COMPETITIVE NEGOTIATION AND SMALL PURCHASES CONTRACTING DOCUMENTATION

THIS FORMAT SHOULD BE USED FOR CONTRACTS FOR PROFESSIONAL SERVICES AND OTHER PROCUREMENT TO DOCUMENT COMPLIANCE WITH FEDERAL PROCUREMENT STANDARDS.

1. Grant Number: FY16-90006-002

2. Type of Contract: Professional Services _____
 Printing _____
 Equipment/Supplies _____
 Other _____

3. Addresses of Contractors Contacted:

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Contractor Selected: _____
Basis for Selection: Lowest Price _____ Other _____

If the basis for selection was not the lowest price, explain the basis used:

Signature of Grantee Official

Date