



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

Grant Agreement
Between
Washington State
Department of Archaeology and Historic Preservation
and
Lewis County

Grant No.: FY 22-90006-001
Grant Title: Historic Courthouse Rehabilitation Project – Lewis County
Effective Date: July 1, 2021
Expiration Date: June 30, 2023
Grant Amount: \$375,736.00
Federal Grant No.: N/A
CFDA No.: N/A

Grant Purpose

Grant Purpose: Provide support for the rehabilitation of the historic Lewis County Courthouse, located in Chehalis, WA.

Project work includes exterior masonry rehabilitation in addition to interior rehabilitation addressing historic finishes.

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

Parties' Contact Information

DAHP Contact Person: Marivic Quintanilla (360) 870-6383
Email: marivic.quintanilla@dahp.wa.gov

GRANTEE Contact Person: Doug Carey (360)-740-1337
Email: doug.carey@lewiscountywa.gov





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 attachments as enumerated and described in Section 2. 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 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 of lobbying with appropriated funds: No part of the money appropriated by any enactment of State Legislation shall, in the absence of express authorization by such, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner an elected official, to favor or oppose, by vote or otherwise, any legislation or appropriation by legislation, whether before or after the introduction of any bill or resolution.
- 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 expenditure 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:

Doug Carey
351 NW North Street
Chehalis, WA 98532

Tel: (360)-740-1337

Email: doug.carey@lewiscountywa.gov





- 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. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such supporting 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 thirty (30) days following completion of the work.
- F.** The GRANTEE agrees to provide the DEPARTMENT with a completion / project report acceptable to the DEPARTMENT. The GRANTEE will submit this on or before the end date of this grant. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the funds under this grant pending receipt of an accepted completion / project report. Nicholas Vann, DEPARTMENT deputy director, shall have acceptance approval or denial of the completion / project 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 not request reimbursement for funds greater than the Grant Amount unless both the GRANTEE and DEPARTMENT execute an Amendment. The GRANTEE agrees to maintain records which will render an accurate accounting of each element or object in the Budget. The actual expenditures for the amounts reflected in the Budget may vary by 15 percent without requiring an amendment to this grant agreement, so long as it does not exceed the maximum amount payable under this contract (\$375,736.00).
- 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 evidence of completion of all work elements identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final work elements which do not conform to the terms and conditions of this agreement will not be reimbursed.

- I. 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.
- J. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under \$30,000) 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.
- K. The GRANTEE agrees that it, its agents, officers 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 (“State”).
- L. State funds are the basis for this agreement. 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, reduced, or not appropriated by legislation the agreement may be terminated without penalty to the DEPARTMENT.
- M. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the State, agencies of the 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 Contract. Contractor’s obligation to indemnify, defend, and hold harmless includes any claim by Contractors’ agents, employees, representatives, or any subcontractor or its employees.





Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's 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.

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 each party and a third party mutually agreed upon by the parties. The team shall attempt, by majority vote, to resolve the dispute.

- N. 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 work 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.
- O. 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.
- P. The GRANTEE agrees to any additional conditions as may be identified in amendments under Section 3 and attached to this agreement.
- 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, the presence of any sensory, mental, or physical handicap,





or any other condition as set forth Chapter 49.60 RCW. 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.

During the performance of this agreement, the GRANTEE shall comply with all federal and state nondiscrimination laws, regulations and policies.

- 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 OMWBE.
- S. The GRANTEE agrees to a \$375,736.00 match of funds. 50% being the full amount of the let grant amount, 50% being the match amount by the GRANTEE. Further, the GRANTEE agrees that any match specifically identified to this grant agreement 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 match provided by the GRANTEE to this agreement as indirect eligible match to the National Park Service, Historic Preservation Fund awarded to the DEPARTMENT.
DEPARTMENT: Grant Amount: \$375,736.00. GRANTEE Minimum Grant Match Amount: \$375,736.00.

Section 2. Responsibilities of the DEPARTMENT

- A. The DEPARTMENT agrees to reimburse the GRANTEE one hundred (100) percent 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 in the "Budget" (Attachment 1) as DEPARTMENT share.
 - (2) All expenditures were incurred between the beginning and ending dates of the grant.





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- (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 in Section 1 of this agreement.
 - (6) The DEPARTMENT will certify that specific scope of work items have been performed by reviewing and approving progress reports submitted with each reimbursement request prior to issuing reimbursement payments.
 - (7) 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 2020 and prior to the start date of this grant.
- B.** The DEPARTMENT agrees to consider requests from the GRANTEE for progress payments if, in the DEPARTMENT'S judgment, the public interest will be served by doing so and if such payments are administratively practical and provided appropriated funds are available for which to issue a progress payment.
- 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.

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

- | | |
|----------------|---|
| Attachment #1. | “Budget,” consisting of one page. |
| Attachment #2 | “Scope of Work consisting of two pages. |
| Attachment #3. | “State Form A19-1 Invoice Voucher” to be used as basis for billing, consisting of one page. |
| Attachment #4 | “Report of Services/ Labor Value Appraisal” form to be used by GRANTEE to document labor costs, consisting of one page. |
| Attachment #5 | “Competitive Negotiation and Small Purchases Contracting Documentation,” consisting of one page. |





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Section 3. Amendments

This grant agreement may only be amended if such amendment is in writing (with the exception of the 15% variance for actual expenditures identified in Section 1.G), agreed to and signed by all the parties, and attached hereto.

DEPARTMENT:
Department of Archaeology and
Historic Preservation

GRANTEE:
Lewis County

By: Allyson Brooks, Director

By: Lindsey Pollock, Chair – Board
of Lewis County Commissioners

Date

Date





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Attachment #1

Budget**ELEMENT/OBJECT**

<i>Construction Costs:</i>	<i>State Dollars</i>	<i>Hard Match</i>	<i>Prior Work Match</i>	<i>Total</i>
Exterior Rehabilitation	<i>\$236,714.00</i>	<i>\$103,000.00</i>	<i>\$12,000.00</i>	<i>\$351,714.00</i>
Interior Rehabilitation	<i>\$139,022.00</i>	<i>\$125,000.00</i>	<i>\$160,000.00</i>	<i>\$424,022.00</i>
Architectural and Engineering		<i>\$10,000.00</i>		<i>\$10,000.00</i>
<i>Totals:</i>	<i>\$375,736,000.00</i>	<i>\$238,000.00</i>	<i>\$172,000.00</i>	<i>\$785,736.00</i>

Note: Minimum Share Required is 375,736.00. 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

The GRANTEE shall cause or shall cause others to complete:

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

A. Exterior Rehabilitation work will follow the Secretary of the Interior's Standards for Rehabilitation, and applicable preservation briefs.

- 1.) Repoint exterior masonry elements on the west and north exterior. Specific concentration given to the cornice near the top of the building. Specifications for repointing of south façade to be approved by program staff. [Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings]
- 2.) Replace deteriorated balusters on the south side of the building with cast replacements. Existing baluster will be used to create the mold for cast replacements.
- 3.) Repair/replace several cast sandstone blocks on and around the south entrance that are severely cracked and in danger of failing completely. Specifications for repair/replacement of south entry sandstone blocks to be approved by program staff.

B. Interior Rehabilitation

- 4.) Replace existing metal frame doors on the north and south building entrances with historically accurate reproduction doors and frames. New doors to be ADA accessible and incorporate security card locks. Replacement doors and hardware to be approved by program staff.
- 5.) Rehabilitate select interior finishes, including but not limited to plaster, terrazzo, decorative painting and others. Design guidelines developed by the county to inform interior finish work must be approved by program staff. Areas targeted for rehabilitation, along with methods to be implemented must be approved by program staff.

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*.

In implementing the above scope of work, the county will reference the following Preservation Briefs to inform treatments and methods in compliance with the Secretary of the Interior's *Standards for the Rehabilitation of Historic Properties*:

Preservation Brief #2. Repointing Mortar Joints in Historic Masonry Buildings:

<https://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>





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Preservation Brief #18. Rehabilitating Interiors in Historic Buildings:

<https://www.nps.gov/tps/how-to-preserve/briefs/18-rehabilitating-interiors.htm>

Preservation Brief #21. Repairing Plaster Walls: [https://www.nps.gov/tps/how-to-](https://www.nps.gov/tps/how-to-preserve/briefs/21-flat-plaster.htm)

[preserve/briefs/21-flat-plaster.htm](https://www.nps.gov/tps/how-to-preserve/briefs/21-flat-plaster.htm)



Attachment #3
State Form A-19 Invoice Voucher (attached)



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Attachment #4
Report of Services/ Labor Value Appraisal

This Attachment intentionally left blank.



