



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.: FY24-90006-005
Grant Title: Historic Courthouse Rehabilitation Project – Lewis County
Effective Date: July 1, 2023
Expiration Date: June 30, 2025
Grant Amount: \$115,146.00

Grant Purpose

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

Project work includes continuing work on the exterior of the building as well as tuckpointing, repairing, and replacing cut cast sandstone architectural features.

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 | Contracts & Grants Manager
Phone: 360-870-6383 | Email: marivic.quintanilla@dahp.wa.gov

GRANTEE Contact Person:
Doug Carey | Capital Facilities Manager
Phone: 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 St.
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 of 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 (\$115,146.00).
- 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. The outcome of the dispute resolution is binding.

- 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 \$115,146.00 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: \$115,146.00.
GRANTEE Minimum Grant Match Amount: \$115,146.00.
- 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 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.
 - (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.





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- 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 one page.
- Attachment 3 “State Form A19-1 Invoice Voucher” to be used as basis for billing, consisting of one page.
- Attachment 4 “Competitive Negotiation and Small Purchases Contracting Documentation,” consisting of one page.

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 Ph.D.
Its: Executive Director

By: Scott Brummer
Its: Chair – Lewis County Board of Commissioners

Date

Date





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Attachment 1
BUDGET

ELEMENT/OBJECT

Construction Costs:	State Dollars	Hard Match	Soft Match	Total
Exterior Rehabilitation	\$115,146.00	\$75,000.00	\$0.00	\$190,146.00
Interior Rehabilitation	\$0.00	\$40,146.00	\$0.00	\$40,146.00
<i>Totals:</i>	\$115,146.00	\$115,146.00	\$0.00	\$230,292.00

Note: Minimum Share Required is \$115,146.00. 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 north and west exterior elevations. 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.

B. Interior Rehabilitation

- 3.) Repair plaster and window areas in the commissioner hearing room damaged from water intrusion. Replace deteriorated window lintels where needed. Repaint repaired areas to match existing paint color. Identification of locations where water is penetrating interior spaces to be conducted, with plan for remedying such conditions to be provided to 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>



Attachment 3
STATE FORM A-19 INVOICE VOUCHER

This form is on the following page.

FORM A 19-1A (Rev. 5/91)	 STATE OF WASHINGTON INVOICE VOUCHER
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AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
355		

AGENCY NAME
Department of Archaeology and Historic Preservation PO Box 48380 Olympia WA 98504-8343
VENDOR OR CLAIMANT (Warrant is to be payable to)

INSTRUCTIONS TO VENDOR OR CLAIMANT: 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 veterans status.

BY _____
(SIGN IN INK)

(TITLE) (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)	RECEIVED BY	DATE RECEIVED
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DATE	DESCRIPTION	QUANTITY	UNIT	AMOUNT	FOR AGENCY USE

PREPARED BY	TELEPHONE NUMBER	DATE	AGENCY APPROVAL	DATE
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DOC. DATE	PMT DUE DATE	CURRENT DOC. NO.	REF DOC.	VENDOR NUMBER	VENDOR MESSAGE	UBI NUMBER
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REF DOC SUE	TRANS CODE	M O D	FUND	MASTER INDEX		SUB OBJ	SUB SUB OBJECT	ORG INDEX	WORKCLASS ALLOC	COUNTY BUDGET UNIT	CITY/TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
				APPN INDEX	PROGRAM INDEX											

ACCOUNTING APPROVAL FOR PAYMENT	DATE	WARRANT TOTAL	WARRANT NUMBER
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Attachment 4

COMPETITIVE NEGOTIATION AND SMALL PURCHASES CONTRACTING DODCUMENTATION

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

- 1. Grant Number: FY24-90006-005
- 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**

