Exhibit F

Building for Culture Grant Agreement



BUILDING FOR CULTURE GRANT INFORMATION (TAX-EXEMPT BOND PROCEEDS)

FAX 206 296.8629 V/TTY 711 101 PREFONTAINE PL S SEATTLE WA 98104 WWW.4CULTURE.ORG

TEL 206 296.7580

GRANT RECIPIENT INFORMATION

Seattle City Light (Environmental Affairs)
Rebecca Ossa
Historic Resource Specialist
PO Box 34023
Seattle, Washington 98124-4023
rebecca.ossa@seattle.gov
(206) 684-3000

Your Contract #: 115781P

K C Bonds Saving Landmarks - 300403

Ordinance #: 18181

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$100,000.00 for the *Georgetown Steam Plant Historic Concrete Restoration* project. The contract starts on 01/01/16 and remains open until the Public Benefit is fulfilled.

For questions, contact Dana Phelan at dana.phelan@4culture.org or (206) 263-1604.

SCOPE OF WORK

4Culture, the Cultural Development Authority of King County, will reimburse Seattle City Light for satisfactory completion of the services and requirements specified below, in an amount not to exceed \$100,000.00, for expenses associated with the rehabilitation of Georgetown Steam Plant as described in the proposal attached to this contract. Payment will be made available in the following manner:

PHASE 1: \$100,000.00 for restoration and repairs to concrete on south elevation

Requests for reimbursement may be submitted in one or more invoices for multiple phases as costs are paid.

Accompanying the 4Culture invoice(s) for these expenses shall be documentation that identifies vendors and details the work performed and dates the expenses were incurred. Such documentation shall include, but is not limited to, proofs of purchase, work orders or receipts for purchases. Documented expenses must total twice (2X) the amount invoiced, in order to provide evidence of 1:1 match required under the terms of the grant. Expenses eligible for reimbursement may date back to July 25, 2015. Match may include expenses dating back to September 9, 2014.

NOTE: ONLY "CAPITAL COSTS" are eligible for reimbursement under this contract. All funds must support facilities intended for 10 year use and valued as depreciable assets, not expensable as part of annual operations.

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The following conditions apply:

Design Review

Contractor shall obtain all applicable Landmark design review approvals prior to obtaining a building permit or commencing construction.

Construction Signage

During the duration of grant-funded work, Contractor will prominently display signage as provided by 4Culture in a location visible from the public right-of-way.

Photo Documentation

Contractor is responsible for project photo-documentation. Final reimbursement will not be made without submittal of required images: at least nine (9) digital images) showing before, during, and after conditions. Photos shall be of publishable quality for use by 4Culture to promote the Saving Landmarks grant program, and shall have captions with credits, and permission to publish.

PUBLIC BENEFIT

Tax Parcel # 700670-0570

4Culture is providing public funds for the rehabilitation of Georgetown Steam Plant, a designated City of Seattle Landmark located at 6605 13th Ave S, Seattle WA 98101.

To ensure that the citizens of the region receive real economic value in consideration for said funding, Seattle City Light (the CONTRACTOR) and his/her assigns and heirs shall be obligated to provide substantial benefits to the public.

Contractor agrees to provide the following public benefit for the duration of the useful life of the Landmark:

- 1. Contractor shall preserve and maintain Georgetown Steam Plant as a City of Seattle Landmark, as defined in Seattle Municipal Code (SMC) 25.12. All future restoration or rehabilitation work undertaken on the property must comply with SMC 25.12.080.
- Contractor will pro-actively maintain in good condition the physical condition of the building or structure that is the subject of the Project, for a period of ten (10) years, commencing January 1, 2016, and concluding December 31, 2025. Contractor agrees to permit staff of 4Culture, with adequate notice, to visit the property to assess the maintenance of the building.
- 3. Contractor will provide written notice to 4Culture of any circumstances which prevent the Contractor from complying with this requirement.

GRANT RECIPIENT INSTRUCTIONS

Please electronically sign this Agreement within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Agreement. If there is an error in the document, or if you need to request changes in your Scope of Work or other items, please contact your Program Manager listed above.

- 1. **SCOPE OF WORK -** Please review the information, Scope of Work, and Public Benefit sections above carefully. These explain the work you are agreeing to perform in accordance with the application you submitted to 4Culture.
- ENCLOSURES Please download and complete any required enclosures listed below and e-mail to 4Culture at <u>attachments@4culture.org</u>. Enclosures with private information (e.g. social security numbers on a W-9) may be mailed to 4Culture, 101 Prefontaine PI S, Seattle, WA 98104-2672.
 - a. Items to be returned at the time you sign the Agreement:
 - W-9
 - Certificate Of Liability Insurance or Letter of Self Insurance
 - If your property is owned by an individual or for-profit business: Legal description of real property on which Project is located (Contact staff if you are not able to provide this information)
- 3. **REQUESTING PAYMENT** Once your 4Culture contract is signed by both you and 4Culture, your new grant will be listed in your account at apply.4culture.org under the Manage Awards section along with any prior awards. To be reimbursed for your project expenses, follow the "Request Payment" button link next to the relevant contract and complete the Payment Request form.

You may submit a request for either a partial payment or final payment per the Scope of Work detailed in this contract. It is up to you to track the remaining balance in a grant. You will not see it listed in this system. If you need that information, please contact <u>Debra Twersky</u>.

Provide a brief description of the work done under this invoice and how it relates to your facilities project, or if a final request, how the project is impacting your organization, under the "public benefit" section of the invoice form. Provide dates that the work took place. That information is the only narrative report you'll provide.

You must upload these required attachments for a Building For Culture invoice:

- Receipt(s) for all work done as part of this payment request that equal or
 exceed the total amount you are requesting. If you have a lengthy list of
 PDFs please include an excel or adding machine tape totaling the receipts
 and gang together receipts whenever possible
- With your final invoice: One or two photographs of the project

- If you were asked to provide additional documents when you signed the
 contract such as a <u>W-9 Form</u>, a <u>Certificate of Liability</u> naming 4Culture as
 additional insured, or, for public entities, a letter of self-insurance, you
 should have sent those in already.
- You may also need to provide us with a legal description of the site of your project before we can make a payment if you are making improvements to privately owned property. Your program manager will advise you about this requirement.
- If your project involves rehabilitation of an historic property you will be required to provide verification that your improvements are Grant Recipient shall provide the 4Culture with verification that the plans and specifications for any Project that is for historic preservation of historic landmarks meet the requirements of any federal, state, and local authority having jurisdiction to assist 4Culture in complying with its obligation to verify such plans and specification to the County pursuant to Section 7.4 of the Implementation Agreement.

Once you have submitted your Payment Request electronically, your program manager is notified by the system – you do not need to email us. He or she will review and approve the invoice, and we will send you a check (usually within 14 days). If any of the forms are filled out incorrectly, we will contact you.

4CULTURE WILL NOT REIMBURSE YOU FOR ANY COSTS THAT ARE NOT CAPITAL COSTS.

- 4. **4CULTURE LOGO** for details of the requirements for acknowledging 4Culture support, please refer to Section II, D. of the Agreement. The <u>4Culture logo</u> is available for download in PDF, EPS, and Jpeg formats.
- 5. **SIGNATURE** Follow the link in the e-mail message you will be walked through a few simple steps to read and sign the Agreement at DocuSign. A copy of the Agreement will be e-mailed to you as a PDF after it has been signed by 4Culture's Executive Director.

BUILDING FOR CULTURE GRANT AGREEMENT (TAX-EXEMPT BOND PROCEEDS)

This BUILDING FOR CULTURE GRANT AGREEMENT (this "Agreement") is entered into by THE CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4CULTURE"), whose address is 101 Prefontaine PI S, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the Grant Recipient as named on the attached Grant Information Sheet. Grant Recipient is an arts, cultural, heritage and preservation nonprofit organization, local public agency or owner of designated historic structures within King County qualified to receive funds pursuant to King County Code Sections 2.48 and 4.42 and RCW 67.28.180.

BACKGROUND

In the summer of 2015, 4Culture and King County (the "County") established the Building for Culture Program, a partnership to provide capital grant funding to arts, cultural, heritage and preservation nonprofit organizations, local public agencies and owners of designated historic structures within King County.

4Culture subsequently solicited proposals from arts, cultural, heritage and preservation nonprofit organizations, local public agencies and owners of designated historic structures within King County for Building for Culture grant funding to support such cultural facilities capital projects.

The County and 4Culture entered into an Agreement for Implementation of the Building for Culture Program, dated December 4, 2015 (the "Implementation Agreement") formalizing the Building for Culture Program. The Implementation Agreement designates the Building for Culture Program projects, including the approved grant recipients and grant amounts. In the Implementation Agreement, the County agreed to provide Bond financing for the Building for Culture Program, the debt service for which will be paid with certain Hotel-Motel Tax Revenues. 4Culture agreed to administer the Building for Culture Program, including negotiating and entering into grant agreements pursuant to which 4Culture will distribute Bond proceeds to grant recipients.

To provide funds for the Building for Culture Program, the County enacted Ordinance 18180 (the "Bond Ordinance"), which authorized the issuance of the issuance and public sale of one or more Series of limited tax general obligation bonds of the County in an aggregate original principal amount not to exceed \$29,000,000. Any Series of Bonds may be issued and sold as either Tax-Exempt Bonds or Taxable Bonds, as determined by the County Finance Director. The County expects to issue a Series of Tax-Exempt Bonds and a Series of Taxable Bonds on February 23, 2016.

Grant Recipient's Project was approved for funding pursuant to the Implementation Agreement.

Under this Agreement, Grant Recipient shall utilize grant funds for the Project to build, maintain, expand, preserve and/or improve new and/or existing cultural facilities in King County. The legislative authority of 4Culture has found and declared that in so doing, the Grant Recipient will enhance access to art museums, cultural museums, heritage museums, historic structures, and/or the performing arts for the benefit of the people of King County. The legislative authority of 4Culture has further found and declared that such use of such grant

funds is consistent with the purposes set forth in RCW 67.28.180 ("Public Benefits"). The legislative authority of 4Culture has also further found and declared that providing funds to Grant Recipient to reimburse Project Costs in consideration of providing the Public Benefits hereunder constitutes a public purpose within the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

AGREEMENT

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. <u>DEFINITION OF KEY TERMS</u>

The following capitalized terms, not otherwise expressly defined in this Agreement, shall have the meanings assigned below.

Bonds means limited tax general obligation bonds of the County issued to provide financing for the Building for Culture Program and to pay costs of issuing the Bonds.

Code means the federal Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or the Internal Revenue Service.

Grant means the grant of funds to the Grant Recipient for the Project in the aggregate amount set forth on the attached Grant Information sheet.

Hotel-Motel Tax Revenues means all of those revenues generated by the tax authorized by RCW 67.28.180.

Project means the Grant Recipient's Building for Culture Program project identified on the attached Grant Information Sheet and as described generally by a Project Proposal and Budget made by the Grant Recipient, and more specifically by a final agreed upon Project Scope of Work as drafted by 4Culture, including an identified Public Benefit.

Project Costs means Grant Recipient's actual Project Costs to the extent those costs are (a) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, (b) reasonable, necessary and directly used for the Project, and (c) eligible or permitted uses of the Grant under the legislative acts of the County and 4Culture authorizing the Building for Culture Program, including, without limitation, the Bond Ordinance and under this Agreement. Project Costs do not include internal costs charged to the Project by Grant Recipient or payments made to Related Parties.

Related Parties means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

Series or Series of Bonds means a series of Bonds issued pursuant to the Bond Ordinance.

Taxable Bonds means Bonds of any series determined to be issued on a taxable basis pursuant to the Bond Ordinance.

Tax-Exempt Bonds means Bonds of any series determined to be issued on a tax-exempt basis pursuant to the Bond Ordinance.

II. BUILDING FOR CULTURE GRANT PROJECT SCOPE OF WORK

- A. The Grant Recipient shall undertake the Project and comply with the requirements set forth hereinafter and in the Project Scope of Work set forth in the Grant Information sheet attached to this Agreement.
- B. Funds awarded under this Agreement shall be used solely to reimburse the Grant Recipient for Project Costs incurred expressly and solely in accordance with the Project Proposal and Budget. Any amendment or modification to the Project Proposal and Budget or the Project Scope of Work must be approved in writing by 4Culture. No expenditures made prior to July 25, 2015 (60 days before the Executive Finance Committee of the County adopted its "Official Intent" motion concerning expenditures associated with the Building for Culture Program bonds program on September 23, 2015) for Project Costs will be reimbursed.
- C. County Reallocation of Grant Funds. Grant Recipient acknowledges that, pursuant to Section 6 of the Implementation Agreement, (i) if within twenty-four (24) months following the date of issuance of the Bonds, 4Culture advises the County that the Grant Recipient will not be able expend a sufficient amount of reimbursable funds on its Project to enable 4Culture to reimburse Grant Recipient for the full amount of its Grant funds within thirty-six (36) months following the date of issuance of the Bonds or (ii) if any allocated funds remain unexpended upon the completion or termination of a Project, then the County may reallocate such unexpended funds to other Building for Culture Projects or to pay, redeem or defease Bonds. In such event, and if the County elects to reallocate such funds, this Agreement shall be modified to reduce the amount of Grant funds available to the Project. Grant Recipient shall exercise its best efforts in a timely manner to keep 4Culture informed as to Grant Recipient's progress in completing the Project.
- D. The Grant Recipient agrees to use any improvement acquired, constructed, or improved and any fixed assets purchased through this Agreement to provide Public Benefits for the term of this Agreement. Should the Grant Recipient, prior to the expiration of this period, dissolve its operations, relocate outside of King County or determine that it no longer needs the improvement acquired, constructed or improved or the equipment purchased hereunder, Grant Recipient shall notify 4Culture thereof and, upon 4Culture's request, without limiting any remedy at law or in equity otherwise available to 4Culture, such improvements (to the extent practicable) and such equipment shall be transferred, without additional consideration to a King County based non-profit art, cultural or historic organization selected by 4Culture in its sole discretion.

- E. Grant Recipient agrees to acknowledge 4Culture support in any permanent signage produced for the Project, and all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this Agreement is in force, either with the credit line "this project was supported, in part, by an award from 4Culture/King County Building for Culture Program", and/or by the use of the 4Culture logo.
- F. The Grant Recipient agrees to notify 4Culture whenever possible in advance of any Project Public Benefit activities, ground breaking events or dedications.
- G. Any Project involving construction, restoration or rehabilitation work on an historic structure is subject to the following additional requirements:
 - 1. Any rehabilitation and/or restoration project involving an historic resource listed on the National Register of Historic Places or a local landmarks register, or determined eligible for said registers including a resource in process of nomination, must adhere to *The Secretary of the Interior's Standards for Treatment of Historic Properties.*
 - 2. Any rehabilitation and/or restoration project that would affect any designated feature(s) of significance of a King County Landmark or local landmark designated by way of an interlocal agreement for preservation services with the County, including a contributing property located within an historic district, must obtain a Certificate of Appropriateness (COA) from the King County Landmarks Commission prior to obtaining a building permit or commencing construction.
 - 3. Any rehabilitation and/or restoration project that would affect a designated landmark located in a jurisdiction that is a Certified Local Government (CLG) with professional staff, must provide evidence that it has received any formal approval required by law from a qualified design review board prior to obtaining a building permit or commencing construction.
 - 4. Grant Recipient shall provide the 4Culture with verification that the plans and specifications for any Project that is for historic preservation of historic landmarks meet the requirements of any federal, state, and local authority having jurisdiction to assist 4Culture in complying with its obligation to verify such plans and specification to the County pursuant to Section 7.4 of the Implementation Agreement.

III. DURATION OF AGREEMENT

This Agreement shall commence on the date noted on the Grant Information Sheet and shall terminate upon the later of (1) the tenth anniversary of the completion of the Project Scope of Work and payment of the final invoice therefor or (2) the termination of the Implementation Agreement (fifteen (15) years following the first date of issuance of any Series of Bonds, or the longest term of any Series of Bonds, whichever is longer). This Agreement, however, may be terminated earlier as provided in Section V hereof.

IV. GRANT DISBURSEMENT AND METHOD OF PAYMENT

- A. 4Culture shall make disbursements of Grant funds in an aggregate amount as indicated on the Grant Information Sheet solely to reimburse the Grant Recipient for its actual and authorized expenditures incurred in satisfactorily completing the Project Scope of Work and otherwise fulfilling all requirements specified in this Agreement.
- B. If the approved Project Scope of Work expressly specifies distinct phases of the Project for cost reimbursement, Grant Recipient may apply to 4Culture for reimbursement upon completion of each such specified phase instead of waiting until completion of the entire Project.
- C. All invoices for reimbursement shall include documentation that identifies vendors, details costs for labor and materials and specifies the equipment purchased pursuant to this Agreement (make and model #). Such documentation shall include, but may not be limited to, purchase orders or receipts for purchases.
- D. Accompanying the final invoice for the project, the Grant Recipient shall also submit a brief project status report and digital images of publishable quality for use by 4Culture to publicize the Building for Culture Program. Technical specifications required for image files are available in the "Manage Your Award" section of the 4Culture website.
- E. All Grant disbursements are subject to site inspection and approval by 4Culture.
- F. If the Grant Recipient fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services agreed to herein, 4Culture may withhold any disbursement of Grant funds to the Grant Recipient until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of the 4Culture right to terminate this Agreement as provided in Section V, any other rights of 4Culture under this Agreement and any other right or remedy available to 4Culture at law or in equity.

V. <u>TERMINATION OF AGREEMENT</u>

A. If, through any cause, the Grant Recipient shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement or if the Grant Recipient shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Grant Recipient describing such default or violation. 4Culture shall not so terminate this Agreement if 4Culture determines that Grant Recipient has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

- B. Reimbursement for Project Costs incurred by the Grant Recipient, and not otherwise paid for by 4Culture prior to the effective date of a termination under subsections B and C herein, shall be as 4Culture reasonably determines.
- C. In the event of termination for cause, the Grant Recipient shall, immediately upon 4Culture's request and in addition to any and all other remedies available to 4Culture in equity or at law, return to 4Culture immediately any funds, misappropriated or unexpended, which have been paid to the Grant Recipient by 4Culture and all equipment, personal property and trade fixtures acquired as part of the Project Scope of Work.

VI. [RESERVED]

VII. MAINTENANCE OF RECORDS

- A. The Grant Recipient shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all Grant funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.
- B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

VIII. AUDITS AND EVALUATIONS

- A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture, the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.
- B. The Grant Recipient shall provide right of access to its facilities, including by any subcontractor to 4Culture, the County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Grant Recipient in the case of fiscal audits to be conducted by 4Culture.
- C. The Grant Recipient agrees to cooperate with 4Culture in the evaluation of the Grant Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with Chapter 42.56 RCW (Public Records Act).

IX. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

X. OWNERSHIP OF PROJECT

Grant Recipient and 4Culture agree and acknowledge that the real property improved and the personal property and fixtures acquired as part of the Project are not owned by 4Culture and 4Culture does not expect to acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased under this Agreement. Grant Recipient shall not pledge or assign its rights to reimbursement hereunder to any third party for any reason, including, without limitation, to suppliers or subcontractors as security for Grant Recipient's obligations to such third parties.

XI. GRANT RECIPIENT IS INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Grant Recipient is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Grant Recipient nor its officers, agents or employees are employees of the 4Culture for any purpose. The Grant Recipient shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Grant Recipient is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Grant Recipient and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Grant Recipient, its employees and/or others by reason of this Agreement. To the extent allowed by law, the Grant Recipient shall protect, defend, indemnify and save harmless 4Culture and the County and their respective officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Grant Recipient of work, services, materials, or supplies by Grant Recipient employees or other suppliers in connection with or support of the performance of this Agreement. The Grant Recipient shall also defend, indemnify, and save harmless 4Culture and the County and their respective its officers, agents, and employees, from and against any and all claims made by Grant Recipient's employees arising from their employment with Grant Recipient.

XII. HOLD HARMLESS AND INDEMNIFICATION

To the full extent provided by applicable law, the Grant Recipient shall protect, defend, indemnify, and save harmless 4Culture and the County and their respective officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Grant Recipient, its officers, employees, and/or agents, except to the extent resulting from 4Culture's or the County's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway,

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road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.225, the Grant Recipient shall so protect, defend, indemnify, and save harmless 4Culture and the County and their respective officers, employees, and agents only to the extent of the Grant Recipient's, its officers', employees', and/or agents' negligence.

The Grant Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. In the event 4Culture or the County incurs any judgment, award and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Grant Recipient.

XIII. <u>INSURANCE REQUIREMENTS</u>

- A. Grant Recipient shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Grant Recipient, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Grant Recipient or subcontractors. Each policy shall be written on an "Occurrence" basis.
- B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.
- C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall be the sole responsibility of the Grant Recipient. Self-insured entities may provide a letter attesting to that fact in lieu of a COLI.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

- a) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Grant Recipient in connection with this Agreement.
- b) To the extent of the Grant Recipient's negligence, the Grant Recipient's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Grant Recipient's insurance or benefit the Grant Recipient in any way.
- c) The Grant Recipient's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

a) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this Agreement. No material change, or cancellation or nonrenewal of any policy required by this Agreement shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit documentation evidencing compliance with all requirements set forth above.

XIV. CONFLICT OF INTEREST

Chapter 42.23 RCW (Code Of Ethics for Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Grant Recipient agrees to abide by all the conditions of said Chapter. Failure by the Grant Recipient to comply with any requirements of such Chapter shall be a material breach of contract.

In addition, Grant Recipient represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Project Scope of Work funded herein, has or shall have any beneficial interest, directly or indirectly, in this Agreement. The Grant Recipient further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Grant Recipient shall take all appropriate steps to assure compliance with this provision.

XV. NONDISCRIMINATION

During the performance of this Agreement, Grant Recipient agrees that it shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualifications. Notwithstanding the definition of contract as set forth in K.C.C. chapter 12.19, the provisions of that chapter and related administrative rules shall apply to this Agreement and are incorporated herein by this reference. They are also available online at:

http://kingcounty.gov/operations/procurement/services/equal_benefits.aspx

Grant Recipient shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Agreement and may result in ineligibility for further agreements with the County and/or 4Culture.

The Grant Recipient shall maintain, until 12 months after completion of all work under this Agreement, all written quotes, bids, estimates or proposals submitted to the Grant Recipient by all businesses seeking to participate in this Agreement. The Grant Recipient shall make such documents available to the 4Culture for inspection and copying upon request.

XVI. TAX COVENANTS OF GRANT RECIPIENT

Grant Recipient acknowledges that the Grant will be funded from the proceeds of Tax Exempt Bonds and that the uses of the Grant proceeds and the Project by Grant Recipient may impact the continued tax-exempt status of the Tax Exempt Bonds. Grant Recipient agrees take any and all actions reasonably requested by 4Culture or the County necessary to prevent interest on any Tax-Exempt Bonds from being included in gross income for federal income tax purposes. Grant Recipient further agrees that it will neither take any action nor make or permit any use of Grant funds or other (or of any other funds that may be deemed to be proceeds of such Tax-Exempt Bonds pursuant to Section 148 of the Code), at any time during the term thereof, that will cause interest on such Tax-Exempt Bonds to be included in gross income for federal income tax purposes.

XVII. ADDITIONAL COVENANTS OF GRANT RECIPIENT

Grant Recipient covenants as follows:

A. Compliance with Laws. Grant Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement or the Project. These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.

- B. Real Property. Legal title to all real property financed with the Grant shall be owned in fee simple by Grant Recipient, or under a lease the term of which is at least as long as the term of this Agreement, in either case free and clear of all encumbrances other than minor encumbrances, except as expressly approved in writing by 4Culture. Grant Recipient shall maintain a standard form of title insurance policy for the value of the purchase price of the property, and where appropriate will purchase endorsements to that policy in amounts to cover improvements. Where Grant Recipient suffers a loss that is covered by title insurance, insurance proceeds will be paid to 4Culture, not to exceed the amount of the Project Costs that are attributable to the real property.
- C. Operation and Maintenance of the Project. Grant Recipient agrees to construct the Project in accordance with the Project plans, specifications and budget and to contract with competent, properly licensed and bonded contractors and professionals in accordance with all applicable federal, state and local laws regulating construction of the Project. Grant Recipient agrees to have plans and specifications for the Project prepared by a licensed architect or licensed engineer unless expressly approved otherwise in writing by 4Culture. Grant Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the Public Benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements.
- D. Sales, Leases and Encumbrances. During the term of this agreement, Grant Recipient shall not sell, transfer, encumber, lease or otherwise dispose of any property the payment for which Grant Recipient receives reimbursement hereunder as a Project Cost, unless 4Culture has granted it prior, written consent. Any such sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project shall be subject to assignment of Grant Recipient's obligations with respect to the Project as provided in this Agreement. The assignee shall be subject to 4Culture's prior written approval. which shall not be unreasonably withheld. It shall not be unreasonable for 4Culture to withhold such approval if the proposed assignee fails to demonstrate to the reasonable satisfaction of 4Culture that it possesses the financial resources and operational experience necessary to undertake the Project in accordance with the Agreement and to satisfy the indemnification obligations to be assumed under the Agreement by such assignee. Such assignment also shall be in form acceptable to 4Culture in its reasonable discretion. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project to an assignee not approved by 4Culture, or pursuant to an assignment the form of which 4Culture has not approved, Grant Recipient shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to 4Culture, not to exceed the amount of the Project Costs previously reimbursed hereunder that is attributable to the property, unless 4Culture agrees otherwise in writing.
- E. Condemnation Proceeds. If the Project or any portion is condemned, within 30 days of receipt of any condemnation proceeds, Grant Recipient shall pay such proceeds to 4Culture, not to exceed the amount of the Project Costs previously reimbursed hereunder that is attributable to the property unless 4Culture agrees otherwise in writing.

F. Covenants Run with the Land. 4Culture and Grant Recipient acknowledge that the covenants and promises of Grant Recipient hereunder "touch and concern" Grant Recipient's real property on which the Project will be implemented as more fully described in the Project Scope of Work and that 4Culture and Grant Recipient intend that these covenants and promises run with the land and will bind Grant Recipient's successors and assigns.

XVIII. GENERAL

- A. MODIFICATIONS. No modification or amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- B. NO WAIVERS. 4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- C. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- D. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written understandings, agreements, or other undertakings between the Parties.
- E. ATTORNEYS' FEES; EXPENSES. Grant Recipient agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Grant Recipient shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grant Recipient also shall pay all court costs and such additional fees as may be directed by the court.
- F. NO COUNTY LIABILITY FOR 4CULTURE LIABILITIES. 4Culture is organized pursuant to County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

- G. BINDING ON SUCCESSORS AND ASSIGNS; MEMORANDUM OF AGREEMENT. This Agreement shall be binding upon the successors and assigns of Grant Recipient. In 4Culture's discretion, prior to the disbursement of grant funds hereunder, the parties will execute, acknowledge and record with the King County Recorder a memorandum of this Agreement in a form approved by each party, which approval shall not be unreasonably delayed, conditioned or withheld.
- H. NOTICES. Any notice, consent, demand, or other communication hereunder shall be in writing and shall be deemed to have been given if delivered in person or deposited in any United States Postal Service mailbox, sent by registered or certified mail, return receipt requested and first-class postage prepaid, addressed to the Party for whom it is intended as indicated on the Grant Information Sheet (as may be changed by written notice to the other Party pursuant to this provision):
- INTERPRETATION. The section and subsection captions in this Agreement are 1. for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- J. TIME. Time is of the essence with respect to the performance of all obligations of this Agreement.
- GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any suit or arbitration arising under this Agreement shall be in King County, Washington and if a lawsuit, in King County Superior Court.
- L. THIRD PARTIES. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.
- M. SURVIVAL. The terms and conditions of Sections I,II.D, VII, VIII, XI, XII, XIII, . XIV, XV, XVI and XVIII shall survive the termination of this Agreement and shall be continuing obligations of the parties.

4CULTURE:

GRANT RECIPIENT:

Lynn Best
May 24, 2016

4CULTURE PAGE 18 DWT 28631851v6 0060585-000001 $Att\ 1\ Ex\ F-Building\ for\ Culture\ Grant\ Agreement$ DocuSign Envelope ID: 470024C0-2B6B-45F7-A82B-F6CB9E27E153

4CULTURE PAGE 19 DWT 28631851v6 0060585-000001

Saving Landmarks 2015 - Organizations

Seattle City Light (Environmental Affairs)

Address

Website

P. O. Box 34023

http://www.seattle.gov/light

Seattle Washington

Email

98124-4023

SCL Environmental@seattle.gov

Shipping Address

King County Council District #

Phone

N/A

rnone

(206) 684-3000

WA State Legislative District #

N/A

Fax

Date Incorporated

04/01/1910

Federal Tax ID

WA State UBI#

Revenue last fiscal year

Revenue 2nd to last fiscal year

Organization Director

Director of Environmental Affairs and Real Estate Division, Lynn Best

Is the Organization Director the primary contact for this application?

No

Director Email

lynn.best@seattle.gov

Director Phone

(206) 386-4586

Mission

Seattle City Light is dedicated to exceeding our customers' expectations in producing and delivering environmentally responsible, safe, low-cost, and reliable power.

Project Title

Georgetown Steam Plant Historic Concrete Restoration

Short Project Description

Restore exterior concrete of the Georgetown Steam Plant, a National Historic Landmark, per The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Project Discipline(s)

Preservation of Historic Place or Artifact

Amount Requested

\$250,000

Total Project Budget

 $Att\ 1\ Ex\ F-Building\ for\ Culture\ Grant\ Agreement$ DocuSign Envelope ID: 470024C0-2B6B-45F7-A82B-F6CB9E27E153

\$1,289,928

Venue Address

Seattle Electric Company Georgetown Steam Plant 6605 13th Avenue South Seattle Washington 98101 King County Council District #

WA State Legislative District #

11

Project Venue Notes or Comments

700670-0570

Contact Person

Historic Resource Specialist, Ms. Rebecca Ossa

Contact Phone

(206) 386-4519

Contact Email

rebecca.ossa@seattle.gov

Project Description

This section addresses the *Quality and Significance* of your proposed project. Briefly describe your landmark property and its current condition. State your long-range goals for the preservation and use of the property. Then, provide a clear description of the major rehabilitation or acquisition project you are undertaking – AND the specific work for which you are requesting 4Culture funds.

The Georgetown Steam Plant (GTSP) is a National Historic Landmark (NHL) and designated Seattle Landmark owned by Seattle City Light. Built in 1906 by the Seattle Electric Company, the GTSP is significant for being:

- An industrial state-of-the-art early 20th century example of reinforced concrete power plant construction which provided a stable and fireproof building well suited for handling electrical generating equipment and machinery;
- Integral in supporting the region's early adoption of electricity for its street lighting, street car system (Metro's predecessor) and the Interurban railway, all of which enabled growth and development of the industrial areas around Georgetown and the Duwamish, and various street car suburbs;
- Associated with Frank Bunker Gilbreth, a self-taught mechanical engineer known for his national expertise in fast track concrete construction, and later a major contributor in the field of scientific management [who, along with his wife Lilian Moller Gilbreth, an industrial psychologist, raised a family of 12 (aka the 'Cheaper by the Dozen' family)];
- An excellent example of early electricity producing turbine generator development by General Electric (GE). The GTSP contains two of only eight remaining vertical Curtis steam turbine generators in the nation. The vertical tower-like orientation resulted in a smaller footprint, fewer moving parts, and easy maintenance accessibility when compared to the enormous horizontal reciprocating machines of the era. This resulted "in marked savings in land, buildings, foundations and equipment," especially relevant in urban centers during a time of rapidly increasing electrical demand (NHL Nomination 1984). The GTSP's third GE generator, installed only 10 years later, showcases the technological advancements that produced a more compact and now horizontal design that generated almost as much as the first two combined (Gen #3: 10,000 kW vs. Gen #1: 3,000 kW + Gen #2: 8,000 kW); and

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• A highly intact turn of the twentieth century steam generating plant and electrical substation system in a five story space that demonstrates the creation and conveyance of electricity to a growing region through the use of a heat source (coal or oil) to turn water into steam, which, when directed against turbine blades, turned a shaft connected to a generator above to produce electricity.

To ensure the GTSP's long term survival, City Light recognized that it needed extensive preservation/restoration work. In 2012, City Light hired BOLA Architecture to compile a historic structures report (HSR), provide preservation recommendations and priorities, and develop architectural drawings and specifications. Additionally, in late 2013, City Light hired Abstract Masonry Restoration to specifically investigate the exterior painted concrete of the building and provide recommendations for its long term preservation. In order to implement these historic preservation measures, City Light obtained a building permit from the City of Seattle's Department of Planning and Development (DPD) as well as a Certificate of Approval (CoA) from the Seattle Landmarks Board. City Light is phasing the work and has begun several projects placing a priority on the most deteriorated elements of the GTSP's exterior, including restoration/rehabilitation work on the wood windows and doors which began in November 2014. The historic concrete restoration is next and the timing is critical due to extensive deteriorating conditions.

Restoration of the historic concrete is crucial for the long term preservation of the building – it is an integral part of the building's physical/structural integrity and protects the significant historic equipment inside. The historic concrete is currently spalling and exhibiting cracks, and in some areas pieces have fallen off revealing rusted steel reinforcement (rebar) (Please refer to the HSR blue tabbed items in the supplemental materials.). Well-meaning repairs to the exterior envelope to limit water/moisture infiltration in 1969 and 1985 resulted in severe damage, when Vinalac, a thick vinyl-like paint, was applied to the entire exterior surface resulting in a six layer coating. While the 2013 project architectural drawings documented the visible damage and repair options, it noted that sounding was needed to determine conditions underneath. City Light is in the process of contracting with a historic concrete specialist to conduct two activities: the sounding on all elevations, and paint stripping testing on the south elevation only which is one of the two most architecturally detailed elevations, and also the most weathered and damaged. Until the full scale restoration efforts can take place, a temporary easily removable patch material (formulated specifically for the GTSP) has been recently applied to the east elevation as approved in the CoA, as well as the north and south elevations in select areas, to protect the historic concrete.

Sounding, a nondestructive testing method used to evaluate concealed conditions, involves tapping the concrete surface with a variety of hand-held hammers to identify areas of delamination, characterize concrete thickness, and detect voids. Paint stripping, the goal of which is to remove the Vinalac without damaging the historic concrete underneath, will require testing of specific stripping products on the concrete surface to determine content, duration of application and effectiveness. The findings here will guide work on the remaining elevations. Based on the paint stripper analysis, City Light paint crews will be undertaking the vinyl paint removal prior to historic concrete repairs by a qualified and experienced contractor/specialist.

City Light is applying for grant funding to conduct the actual historic concrete repairs on the south elevation per the architectural drawings, specifications, and once they are completed, the sounding and paint stripper analysis reports. The objective is to preserve/restore the historic concrete to its original natural appearance with a "cement wash" finish as it was done in 1906 instead of painting it over as was done in later repairs. This has been determined as the best approach for the long term preservation of the exterior concrete. The estimated budget from the historic concrete specialist for this work reflects the work as outlined in the architectural drawings for the south elevation with contingency for the anticipated unknown conditions to be revealed by the sounding and paint stripper analysis.

Long range goals for the GTSP include the full preservation of this exceptional landmark to allow more public use than is currently programmed and make the building an asset to the Georgetown, Seattle, and King County communities. Extensive preservation/restoration work and permanent street access is

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needed; however, City Light has taken steps over the last five years to get closer to this goal. City Light completed environmental soil remediation at the site in 2012 and interior lead and asbestos abatement/encapsulation in 2014, thereby removing a safety barrier to public visitation. Recent street access negotiations have resulted in a signed Memorandum of Agreement (MOA) with King County in July 2015 to begin work on the design and construction drawings for a new access commensurate to an NHL. City Light has also recently hired a new employee to assist in the creation of a GTSP Advisory Board to help identify future compatible uses and programs, and conduct outreach to user groups.

Project Impact

This section addresses the *Impact and Public Benefit* of your proposed project. How will your project benefit the larger community? Examples might include high visibility, economic impact, public access, or interpretive programming. If the property is inaccessible to the public, explain how the funded work can be viewed from the exterior.

The Georgetown Steam Plant serves the Georgetown community and a wider audience throughout King and surrounding counties. Since October 2014, the GTSP has been open to the public once a month for free tours; these have proven to be very popular attracting over 1,700 visitors in less than one year. In addition, private tours are regularly provided to local community, professional, and educational groups, across a range of ages from children at the Museum of Flight Aerospace Camp Experience, to organizations for seniors. The local artistic community has brought an additional audience to the steam plant through a variety of projects, including the production of an original play, in-house artist residencies, and an interpretive dance performance (currently in development and partially funded through a King County 4Culture Site Specific grant). Several film productions have occurred in the steam plant, most recently an entry in the Seattle 48 Hour Film Project. With all this activity, the media has taken a great interest in the steam plant. Pacific NW Magazine featured the steam plant on the cover of the May 14, 2015 issue, and the Seattle Channel debuted a video about the public tours on July 30, 2015.

The proposed project is critical for preserving the building and maintaining it as a safe structure for visitors. There is already great interest in the steam plant and that interest will continue to grow as City Light expands programming to meet demand. Increased visitation and programming at the steam plant will benefit the community by increasing its role as a community hub, and will benefit the local economy by bringing in increased foot traffic; those who visit the steam plant often visit local restaurants, coffee shops, galleries, and other businesses as well. Restoration work will be highly visible to the many visitors who show a great interest in the condition of the building, and can be used as an educational tool to demonstrate to the public the benefit of maintaining and preserving historic landmarks. Please refer to the supplemental materials.

Relevant Expertise / Experience / Accomplishments

This section addresses the Feasibility of your proposed project. Tell us what background you, your sub-contractors, and others on your project team have in preservation, construction, design, and/or grants management. Resumes may be required for project principles (see Saving Landmarks guidelines - Ready to Apply (Supplemental Materials) section.

City Light has extensive experience in leading historic preservation projects having recently completed the rehabilitation of two significant historic buildings within the utility's Skagit River Hydroelectric Project, a National Register listed historic district. The Gorge Inn in Newhalem, built in 1920 as a dining hall for employees and Skagit tour guests, was rehabilitated in 2011-2013 for continued use as a dining hall after being shuttered for 30 years. Ross Lodge in Diablo, built in 1937 as a dormitory for employees, was rehabilitated into a conference center and received the Washington State Department of Archaeology and Historic Preservation's (DAHP) Valerie Sivinski Award for Outstanding Rehabilitation in 2014. Both projects followed The Secretary of the Interior's Standards for the Treatment of Historic Properties (Preservation, Restoration, Rehabilitation, and Reconstruction) and underwent reviews by DAHP and the National Park Service (NPS).

City Light's project team includes: Pepe O'Baya, senior capital projects coordinator with 20 years of experience in the construction industry; Rebecca Ossa, historic resource specialist/architectural historian with 18 years of experience in the historic preservation field including grant management, rehabilitation

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project review and implementation; and John Lambert with Abstract Masonry Restoration, a historic concrete restoration firm with 28 years of experience in the restoration of historic masonry buildings. Please see their resumes in the supplemental materials. Additional contracting, accounting, and construction support is also available within City Light.

Project Implementation

This section also addresses the *Feasibility* of your proposed project. Outline your project schedule, including milestones, demonstrating that you can complete this project within 36 months. Describe the status of your required one-to-one cost share. Are you able to do this project on a reimbursement basis? If awarded only partial funding, how will you proceed?

City Light has several GTSP preservation/restoration tasks underway and is ready to continue with the next task. Proposed project schedule is as follows:

- Task 1 Complete contracting for sounding, and paint stripper testing (Task 2) (In-progress)
- Task 2 Conduct sounding (all elevations), paint stripper testing (south elevation only) (Jan-April 2016)

Deliverables: Report with findings to guide detailed repairs in conjunction with drawings and specifications.

• Task 3 – Strip paint from south elevation (May-September 2016)

Deliverables: Stripped south elevation ready for repair work.

 Task 4 – Conduct concrete preservation/restoration repairs on south elevation (October 2016 – September 2017)

The one-to-one cost share for this grant request is City Light's \$1,039,928 itemized as follows: Task #2 - \$65,000; Task #4 - \$124,928, and the \$850,000 for the rehabilitation of all of the GTSP wood windows and doors. The window and door rehabilitation work commenced in November 2014 and is being done by the NPS's Ebey's Landing National Historical Reserve's preservation carpenters per an executed MOA. It will be four years in duration and City Light has set aside the full amount for this project.

City Light is able to do the historic concrete preservation/restoration repair on a reimbursement basis. If awarded partial funding, City Light will be able to continue the preservation work but at a much slower, uneven pace with reduced scopes of work (tied to the available funding). Completing the south elevation will be a win-win for all involved – a stabilized exterior, a significant interpretive opportunity, and a showcase for historic preservation, demonstrating the technical and economic partnerships that are possible.

Externally Hosted Work Samples

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4Culture Saving Landmarks | 2015

PRESERVATION PRIORITIES WORKSHEET

What do you think is the appropriate sequence of work required to accomplish a complete rehabilitation of your landmark property over time? Indicate which tasks are part of your current project.

Explain what work is needed (or why none is needed) for each feature; then assign a priority # for each feature: PRIORITY (assign 1 - 6; **FEATURE** CONDITION / WORK NEEDED 1 being highest priority) ROOF: Framing members, Roofing has approximately a 5 year lifespan left. Seismic stabilization is roofing material, chimney, needed before re-roofing to avoid tearing out the new roof. A seismic flashing, gutters, cornice, study is necessary and a future phase (in order to secure funding for the 2 eaves anticipated high costs). Planning starting for this work. FOUNDATION: Site drainage, Foundation and site drainage in stable condition. Roof drainage tied to roof footings, perimeter wall, posts replacement, a future phase. Current system in stable functional condition. or piers, sills 3 EXTERIOR SKIN: Siding, HSR recommended improving exterior enclosure. Current focus is south windows, porches, trim, paint, elevation-extensively deteriorated w/cracks, spalling, exposed rebar and exterior stairs vinyl paint trapping moisture. Concrete is key to structural integrity. 1 Window/door restoration in-progress. INTERIOR: Attic, main floors, Main floors currently accessible and in stable condition. City Light basement, ceilings, walls, addressing fire and egress plans as needed. Physical integrity of the flooring, staircases, windows exterior envelope is essential before addressing interior areas. Also see 4 'exterior skin' comments. re: walls and windows. SYSTEMS: Electrical, Building currently has a functional electrical and plumbing system. Electric plumbing, heating/cooling heaters being installed to replace non-functional 1990s boiler to provide heat during the winter months. Electrical panel knife switches bypassed 5 with flip switches to turn on lights. OTHER:

Project Budget

Provide a simple break-down of expenditures by category. (cost share + requested 4Culture support).

otal EXPENSE must equal

total INCOME

- Specific use of requested 4Culture funds should be clear.
 Sub-Total cost share must be equal to or greater than Sub-Total requested 4Culture support.
- Provide additional descriptive detail in the budget notes section (second page of this document).

Type Applicant Name Here>> Seattle	City Light (Envi	ronme	ental Affairs)	A Company of the Comp
			INC	INCOME Cost Share Requested 4Cultus ash match) Support
Itemize project tasks under pertinent headings. For each expense, show corresponding income.	EXPENSES		Cost Share (cash match)	Requested 4Culture Support
PLANNING (preliminary studies, schematic de	esign, cost estimate	s)		
				NA
				NA
		J ≡ L	_	NA
				NA
			38 VIII.	NA
DESIGN (design development, construction d		ations)		
Sounding and Paint Stripper Testing	\$65,000		\$65,000	0
		1=1		
	······································	-		
CONSTRUCTION (contracted labor; materials		A SERUE		
CONSTRUCTION (CONTracted labor, materials	7			
Historic Concrete Repair (South Elev.)	\$374,928		\$124,928	\$250,000
includes labor and materials				
Historic Window & Door Rehabilitation	\$850,000		\$850,000	0
	·	8,89		<u> </u>
SOFT COSTS (permits, insurance, sales tax,	project manageme	nt - up	to 15%)	
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OTHER				
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Lin Land				
	Sub-To	tals:	\$1,039,928	\$250,000
	#4 500 050			
Grand Totals:	\$1,289,928		\$1,2	289,928
	(EXPENSE)		(INCOME: Cos	st Share + 4C Request

PROJECT BUDGET NOTES

Budget notes can be valuable in clarifying your budget figures (previous page). Please use this area to provide more information about how you arrived at your figures. Note: each text box is limited to three lines.

Category:	Note:		
Design	Sounding adds further detail to the drawings and specifications re: unseen concrete conditions, and paint stripper testing determines content, duration & effectiveness. Figures from historic concrete specialist estimate.		
Construction	The rehabilitation of the South elevation is crucial since it is the most weathered and damaged. It is also one of two architecturally significant elevations of the building. Figures from historic concrete specialist estimate.		
Construction	City Light executed an MOA with the National Park Service who will be rehabilitating all of the wood windows and doors over a 4 year period. Project started November 2014. City Light funds encumbered for this task.		

EXPERTS AT CLEANING.
REPAIRING AND PRESERVING
HISTORIC MASONRY

SERVICE PROPOSAL AND ACCEPTANCE

Mr. Pepe Obaya Project Manager Seattle City Light

Seattle, WA

Proposal submitted to:

August 24, 2015

The following services to be performed at:

HISTORIC GEORGETOWN STEAM PLANT

6605 13th Avenue South, Seattle, WA

ABSTRACT MASONRY RESTORATION, INC., herein after referred to as Abstract, proposes to furnish materials and perform the labor necessary to perform the historic concrete restoration work on the south elevation of the building only as indicated below:

- 1. Perform work as indicated on page S-3 of the drawings dated 7/2/13 prepared by KPFF Consulting Engineers. South elevation only.
- 2. It is assumed that all paint coatings will be removed from the masonry surfaces we will be working on by others prior to us beginning work.
- 3. Washington State Sales Tax is included.

Anything not specifically included in the scope of work in this proposal is specifically excluded.

The above work is to be completed in a workmanlike manner for the sum of:

\$374,928

Payment(s) to be made as follows:

Progress payment invoices may be provided the customer for the percentage of work completed during the last week of each calendar month and / or upon full completion.

Payment due in full within 14 days of the invoice date.

If payment is not received by Abstract as indicated above, Abstract reserves the right to stop work.

This proposal may be withdrawn by Abstract Masonry Restoration, Inc. if not accepted within 10 days from the date of this proposal. If accepted by the customer after that date, the prices in this proposal are subject to increase due to potential increases in fuel, material, labor and / or other costs.

Respectfully submitted via email by: John Lambert - Founder / President Abstract Masonry Restoration, Inc.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified and payment(s) will be made as outlined above.

A penalty service charge or a finance charge of 2% per month, which is an annual rate of 24%, will be charged on the unpaid balance of all past due invoices. The minimum monthly charge is \$15.00. In addition, customer agrees to pay all costs incurred in collecting the unpaid balance, including court costs and attorney's fees.

Signature	Date	
8	Date	

Georgetown Steam Plant – 4Culture Saving Landmarks Grant Application Photo Captions

Twelve Images:

- 1) Context-View south from S. Hardy St. toward the GTSP.
- 2) Context-View south at the current access road toward the GTSP.
- 3) Context-View to the northwest showing the GTSP's southeast elevation. Entry from access road is to the rear right along the fence.
- 4) North elevation, facing southwest.
- 5) East elevation, facing northwest with the 1906 building (left) and 1917 addition (right). Portable building belongs to a previous tenant.
- 6) Southeast elevation, facing northwest.
- 7) South elevation, facing north.
- 8) West elevation, facing northeast.
- 9) West elevation, northwest corner with architectural detailing.
- 10) Detail, south elevation, left half showing concrete conditions (cracks, spalling, missing pieces on pediment, delamination around arched flue infill).
- 11) Detail, south elevation, right half showing concrete conditions (cracks, spalling, delamination around arched flue infill).
- 12) Detail, original 1906 "cement wash" applied to the building when it was completed. It is now located within the 1917 addition.