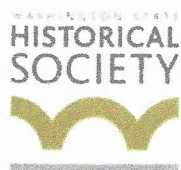


Exhibit G

Contract for Heritage Capital Project 19-19



State of Washington  
Washington State History Society  
19-19

Grantee: Seattle City Light – Environment, Land, and Licensing Business Unit

1. PARTIES TO THE CONTRACT

This state funded Contract for Heritage Capital Projects (Contract) is entered between Seattle City Light – Environment, Land, and Licensing Business Unit, 700 Fifth Avenue, Suite 3200, Seattle WA 98104 (GRANTEE) and the Washington State Historical Society, 1911 Pacific Avenue, Tacoma WA 98402 (AGENCY), and shall be binding upon all agents and all persons acting by or through the parties.

2. PURPOSE OF CONTRACT

This Contract, including Attachments A through H (collectively referred to hereafter as “Contract”), sets out the terms and conditions by which a grant is made for a Heritage Capital project during the 2017-2019 biennium from funds appropriated by the Washington State Legislature in Capital Enacted Bill SSB 6090 which was incorporated into the Capital Budget signed into law by the governor on January 19, 2018. RCW 27.34.330 provides statutory authorization for the funding program. The program is administered by the Agency.

3. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely for the “Georgetown Steam Plant Historic Concrete Restoration”, as described in ATTACHMENT B (PROJECT SCOPE OF WORK), and for the express purposes of the grant as described in ATTACHMENT C (PROJECT PURPOSE).

4. CONSIDERATION

The parties agree that, in exchange for the grant money awarded pursuant to this Contract, the State of Washington and the Agency shall receive in consideration the preservation and interpretation of historical sites and artifacts that have the potential to provide lifelong learning opportunities for the citizens of the state, as described in this Contract, including Attachments [B and C.

5. AMOUNT OF GRANT

The Washington State Legislature appropriated seven hundred fifty thousand dollars (\$750,000). Of this appropriation, the total funds available to the GRANTEE for reimbursement of eligible costs shall be seven hundred twenty seven thousand five hundred dollars (\$727,500). The AGENCY shall retain three percent (3.0%) of the appropriation, which is twenty two thousand five hundred dollars (\$22,500) as the cost of administering the grant and this Contract.

6. COST SHARE

The total cost of the projects shall include only those costs that are eligible expenditures as described in ATTACHMENT D (PROJECT BUDGET). GRANTEE agrees that the amount of state funding shall not exceed thirty three and thirty-three one hundredths percent (33.33%) of the



total cost of the project. The non-state portion of the total cost of the project shall be the GRANTEE's cost share of the total cost of the project. The amount of the GRANTEE's cost share shall be one million five hundred thousand dollars (\$1,500,000).

7. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from the date of the last signature of the contracting parties to June 30, 2019. Without further appropriation from the legislature, expenditures beyond this date shall not be reimbursed. The requirement set forth below in Section 8 to maintain ownership or a lease on the subject property, and to use it for the express purposes of the grant, shall remain in full force and effect for thirteen years following the date of contract completion, as defined in Attachment A.

8. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a. Capital improvements funded by the Heritage Capital Projects grant are to be used for the express purpose of this grant. No funds appropriated for a Heritage Capital Projects grant shall be used for capital improvements not included in the legislative appropriation and specifically designated in this Contract with the AGENCY.
- b. As required by RCW 27.34.330, capital improvements funded by this grant shall be held by the GRANTEE for at least thirteen (13) years from the date of contract completion; the facilities shall be used for the express purpose of the grant as set forth in this Contract, including Attachments B and C; and, if mobile, used primarily in Washington State. The GRANTEE agrees that it will maintain ownership or lease of ALL property to be held, as described in ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)), for thirteen (13) years beyond the date of contract completion. Failure to maintain ownership or a lease on the subject property for thirteen years following the date of contract completion shall constitute a breach of this Contract. Pursuant to the terms of this Contract and RCW 27.34.330, if the Grantee is found to be in breach of this Contract, the Grantee shall repay to the state general fund the principal amount of the grant plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.
- c. The AGENCY maintains right of entry for thirteen (13) years from the date of contract completion to ensure continued compliance with this Contract. The GRANTEE will be monitored for continued property control and project outcomes as described in the contract statement of purpose. Monitoring tools appropriate to the project purpose will be determined during the project closeout process and declared in writing from the AGENCY to the GRANTEE. Monitoring tools may include, but are not limited to, reporting of annual metrics as declared in the project closeout letter, scheduled and unscheduled site visits, or requests for images for publication. During the monitoring period, the GRANTEE may request mitigation of monitoring tools to support enhancing the public benefit provided by the GRANTEE.

9. REAPPROPRIATION

The parties hereto agree and understand that any state funds not expended and billed by end of the biennium, June 30, 2019, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY's obligation under the terms of this Contract shall be contingent upon terms of such reappropriation. GRANTEE may not rely to

its detriment upon use of funds not properly billed or not appropriated. The GRANTEE shall be allowed only two requests for reappropriation of the funds awarded in this Contract. Approval of such requests is not guaranteed.

10. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to this Contract, which include the following attachments, and which are made a part of this Contract:

- ATTACHMENT A (GENERAL PROVISIONS)
- ATTACHMENT B (PROJECT SCOPE OF WORK)
- ATTACHMENT C (PURPOSE OF PROJECT)
- ATTACHMENT D (PROJECT BUDGET)
- ATTACHMENT E (SOURCE OF AVAILABLE FUNDS)
- ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS)
- ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTIONS)

11. ENTIRE CONTRACT

This Contract, including all attachments, constitutes the entire agreement between Agency and Grantee and supersedes all previous written or oral agreements or understandings between the Agency and Grantee related to this Contract.

This Contract may be amended as set forth in the Contract Modifications in Attachment A.

12. CONTRACT REPRESENTATIVES

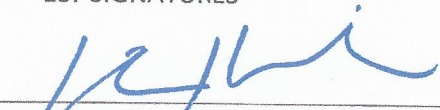
The GRANTEE's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Rebecca Ossa, Historic Resource Specialist  
 Seattle City Light – Environment, Land, and Licensing Business Unit  
 P.O. Box 34023, Seattle WA 98101  
 206-386-4519 [rebecca.ossa@seattle.gov](mailto:rebecca.ossa@seattle.gov)


The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Lissa Kramer, Heritage Capital Projects Manager  
 Washington State Historical Society  
 1911 Pacific Avenue, Tacoma WA 98402  
 253-798-5909 [lissa.kramer@wshs.wa.gov](mailto:lissa.kramer@wshs.wa.gov)

13. SIGNATURES

  
 \_\_\_\_\_  
 Jennifer Kilmer  
 Executive Director  
 Washington State Historical Society

1-29-19  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Lynn Best  
 Chief Environmental Officer  
 Seattle City Light – Environment, Land, and  
 Licensing Business Unit  
 Federal Tax ID# 91-6001275

12/4/18  
 \_\_\_\_\_  
 Date



19-19  
ATTACHMENT A  
GENERAL PROVISIONS

CONTENTS

<b>A. HEADINGS AND DEFINITIONS</b>	<b>2</b>
1. Headings	2
2. Definitions	2
<b>B. GENERAL CONTRACT TERMS</b>	<b>3</b>
1. Order of Precedence	3
2. Contract Modifications	3
3. No Waiver	3
<b>C. PERFORMANCE AND GENERAL RESPONSIBILITIES</b>	<b>4</b>
1. Nonassignability	4
2. Independent Capacity of Grantee	4
3. Ownership of Project/ Capital Improvements	4
4. Hold Harmless	4
5. Acknowledgement	4
6. Ethics Compliance	4
7. Public Disclosure/ Confidentiality	5
<b>D. COMPLIANCE WITH LAWS, RECORDS, AND INSPECTIONS</b>	<b>5</b>
1. Compliance with Applicable Law	5
2. Records, Reports, and Audits	5
3. Right of Entry	6
4. Evaluation and Monitoring	6
5. Hazardous Substances	6
6. Governor's Executive Order 05-05	6
7. Prevailing Wage Law	6
8. Industrial Insurance Coverage	6
9. Nondiscrimination Provision	7
<b>E. FUNDING REIMBURSEMENT AND BUDGET</b>	<b>7</b>
1. Reimbursement	7
2. Recapture of Funds	7
3. Reduction in Funds	8
<b>F. TERMINATION AND DISPUTES</b>	<b>8</b>
1. Dispute Resolution	8
2. Termination or Suspension for Cause	8
3. Termination for Convenience	9
4. Termination for Fraud or Misrepresentation	9
5. Termination Procedures	9
6. Governing Law and Venue	10
7. Severability	10

A. HEADINGS AND DEFINITIONS

1. Headings

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

2. Definitions

AGENCY- the Washington State Historical Society.

Authorized Representative- an elected or appointed officer of the corporation or agency, or alternate designated in writing by the GRANTEE's governing authority, who acts officially on the GRANTEE's behalf.

Authorized Signatory- an executive officer of the corporation or agency's governing authority designated to sign contracts on behalf of the GRANTEE.

Cash match- money from the grantee organization or from other sources, which can include grants from foundations, nonstate governmental agencies, individuals, corporations, and others.

Cost share- those costs, including cash and in-kind, that the grantee will incur from its own resources or from other cooperating organizations to complete the project described in the Contract.

Date of grant authorization- the date the Washington State Legislature initially appropriated funds for the project.

Date of contract authorization- the last date of an authorized signature on the Contract Form.

Date of contract completion- the date of the project closeout letter from the Agency which initiates the thirteen (13) year monitoring period.

GRANTEE- the applicant that has been awarded a grant of funds and is bound by this executed Contract, including any officers, employees, or agents lawfully representing the GRANTEE.

Heritage organization- a group whose purpose is to collect, preserve, or interpret history, heritage, and culture.

Heritage capital project- project that involves the physical plant of a heritage organization, a historic landscape, archaeological site, historic ship, locomotive, airplane, other transportation conveyance, or acquisition of a property for protection and stabilization of heritage resources or by a heritage organization for purposes of new construction.

In-kind contributions- contributions to a project that are not part of cash match. May include materials and supplies, professional consultation, legal and accounting services specific to the project, architectural design fees, and volunteer labor.

Local government agency- city or county agency, port district, or public development authority.



Nonprofit organization- organization incorporated under the nonprofit laws of the state of Washington and holding a 501(c)(3) tax determination from the IRS.

Other entity- As authorized by RCW 27.34.330, an entity that meets all criteria for Heritage capitol project funding and can be considered for a grant award at the discretion of the Washington State Historical Society

Real property value- fair market value of real property when such property is acquired solely for the purpose of a heritage capital project. Evidenced by a current fair market appraisal performed by a qualified, professional real estate appraiser.

Total project costs- include, but are not limited to, the amount sought from the fund and what the applicant will provide as cost share.

## B. GENERAL CONTRACT TERMS

### 1. Order of Precedence

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order.

1. Applicable federal and Washington State statutes and regulations
2. State executive orders
3. Terms and conditions of this Contract
4. ATTACHMENT A (GENERAL PROVISIONS)
5. Other attachments or material incorporated by reference.

### 2. Contract Modifications

- a) This Contract may be modified by mutual agreement of the parties. Such modifications shall not be binding unless in writing and signed by both parties prior to implementation of the modifications. Any oral understanding or agreement not incorporated herein shall not be binding.
- b) Budget modification by the GRANTEE of not more than ten (10) percent of any line item or combination of line items from the Project Budget (Attachment B) is excepted from subsection 2(a). Modifications that increase a line item must be offset by reductions in other line items so there is no increase to the total amount available to the GRANTEE in this grant.
- c) The GRANTEE shall notify the AGENCY in writing prior to making any budget modification or combination of budget modifications that would exceed ten (10) percent of any line item. Budget modifications exceeding ten (10) percent of any line item or combination of line items constitutes a Contract Modification and must be approved by both parties in writing prior to implementation of the modification.

### 3. No Waiver

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by the authorized representatives of the AGENCY and the GRANTEE.

### C. PERFORMANCE AND GENERAL RESPONSIBILITIES

#### 1. Nonassignability

Neither this Contract nor any claim arising under this Contract shall be transferred or assigned by the GRANTEE without written permission from the AGENCY.

#### 2. Independent Capacity of Grantee

The parties intend that an independent relationship will be created by this Contract. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the AGENCY. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the AGENCY or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law. Conduct and control of the work will solely be with the GRANTEE.

#### 3. Ownership of Project/ Capital Improvements

The AGENCY makes no claim to any real property improved or constructed with funds awarded under this Contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/ or equipment constructed or purchased with state funds under this Contract. This provision does not extend to claims that the AGENCY may bring against the GRANTEE in recapturing funds expended in violation of this Contract.

#### 4. Hold Harmless

To the extent permitted by law, the GRANTEE shall defend, protect, and hold harmless the State of Washington and the AGENCY, its employees, agents, officers, and assigns from and against all claims, suits, or actions arising from the GRANTEE's acts or omissions and those of its employees, officers, and agents, including those which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or tradename through use or reproduction of material of any kind. The GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent the claim is caused in whole or in part by negligent acts or omissions of the GRANTEE.

The GRANTEE waives its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend, and hold harmless AGENCY, the state of Washington and agencies, officials, agents, or employees of the state.

#### 5. Acknowledgement

The GRANTEE shall announce in its publicity materials, on a posted sign during the project, and on a permanent marker that the State of Washington is a source and the Washington State Historical Society the administrator of these funds unless such requirement is modified or waived in writing by the AGENCY.

#### 6. Ethics Compliance

The AGENCY may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the AGENCY that there is a violation of the Code of Ethics for Municipal Officers (Chapter 42.23 RCW) or any similar statute involving the GRANTEE in the procurement of, or the performance under, this Contract.



## 7. Public Disclosure/ Confidentiality

- a) The GRANTEE acknowledges that the AGENCY is subject to the Public Records Act (Chapter 42.56 RCW), and that this Contract shall be a public record as defined. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. If a request is made to view the GRANTEE's information marked as confidential, the AGENCY will notify the GRANTEE of the request and the date that such records will be released to the requestor unless the GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.
- b) The GRANTEE shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of the AGENCY, or (2) as may be required by law.

## D. COMPLIANCE WITH LAWS, RECORDS, AND INSPECTIONS

### 1. Compliance with Applicable Law

- a) The GRANTEE agrees to be aware of, and comply with, all applicable and current federal, state, and local laws, regulations, and policies. The GRANTEE's confirmation of this requirement is contained in ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS). AGENCY is not responsible for determining compliance.
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law or policy, the Contract may be suspended or terminated in whole or in part, and the GRANTEE and the project may be declared ineligible for further grant awards from the AGENCY.
- c) The GRANTEE further agrees to indemnify and hold harmless the AGENCY from all liability, damages, and costs of any nature including but not limited to costs of suits and attorneys' fees assessed against the AGENCY, as a result of the failure of the GRANTEE to so comply.

### 2. Records, Reports, and Audits

- a) The GRANTEE shall maintain books, records, documents, and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this Contract for six years after full termination or expiration of this Contract, which includes the thirteen (13) year monitoring period that begins on the date of the closeout letter at contract completion, and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- b) The GRANTEE shall comply with all auditing requirements, including audit requirements for the expenditure of more than \$100,000 or more in total state funds in a fiscal year, if applicable.

**3. Right of Entry**

The GRANTEE shall provide right of access of its facilities to the AGENCY or to any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/ or quality assurance under this Contract.

**4. Evaluation and Monitoring**

- a) The GRANTEE shall cooperate with and fully participate in any monitoring or evaluation activities conducted by the AGENCY that are relevant to compliance with this Contract, including providing initial and updated project plans for AGENCY review and approval and facilitating record production and periodic site inspections.
- b) The GRANTEE shall provide the AGENCY with digital images and narratives that depict the progress made on the project. Such images will be used by the AGENCY to support reimbursement requests and to inform the public about the grant program on the web and elsewhere. Images and narratives shall be provided with each request for reimbursement.

**5. Hazardous Substances**

The GRANTEE will defend, protect, and hold harmless the AGENCY, and any and all of its employees and/ or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorney's fees), and any and all loss of any nature from any and all claims or suits resulting from the presence of, or release or threatened release, of hazardous substances as defined in RCW 70.105D.020, on the property covered by the Contract.

**6. Governor's Executive Order 05-05**

The GRANTEE shall comply with Governor's Executive Order 05-05. In the event that historical or cultural artifacts are discovered at the project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

**7. Prevailing Wage Law**

The project funded under this Contract may be subject to state Prevailing Wage law (RCW 39.12). The GRANTEE is advised to consult with the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether prevailing wage must be paid. The AGENCY is not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that may be required by law.

**8. Industrial Insurance Coverage**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW (Industrial Insurance).



## 9. Nondiscrimination Provision

- a) During the performance of this Contract, the GRANTEE shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to Washington's Law Against Discrimination (RCW 49.60) and the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.).
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be suspended or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to remedy in accordance with the "Dispute Resolution" procedure set forth in Section 25 of this Contract Attachment.

## E. FUNDING REIMBURSEMENT AND BUDGET

### 1. Reimbursement

- a) Payment to the GRANTEE shall be made on a reimbursement basis only, for eligible costs incurred, using forms provided by the AGENCY. Reimbursement shall be allowed for (1) actual costs incurred and paid. No advance payments shall be made to the GRANTEE. Purchases of goods will be reimbursed upon receipt, and services will be reimbursed upon completion of work.
- b) Each request for reimbursement shall include a state voucher form and digital images and a narrative report describing the work completed and the status of the project. The reimbursement request shall not include any costs already reimbursed by or charged against any other grant or other source. The voucher must be certified by an official of the GRANTEE with the authority bind the GRANTEE.
- c) After receiving and approving the voucher and accompanying information, the AGENCY shall promptly remit a warrant to the GRANTEE. The obligation of the AGENCY to pay any amount(s) under this Contract is expressly conditioned upon compliance with the terms of this Contract by the GRANTEE.
- d) The expenditure of state funds shall not exceed the intended state share of the total cost of the project at any time, and shall be consistent with the Legislative appropriation.
- e) The final request for reimbursement under this Contract shall be submitted by the GRANTEE to the AGENCY within fifteen (15) days following the completion of the work or other termination of the Contract and be accompanied by a final narrative report and digital images of the completed project.

### 2. Recapture of Funds

In the event that the GRANTEE fails to expend state funds in accordance with state law and/or the provisions of this Contract, the AGENCY reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the GRANTEE of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the AGENCY is required to institute proceedings to enforce this recapture provision, the AGENCY shall be entitled to its cost thereof, including reasonable attorneys' fees.

### 3. Reduction in Funds

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Contract period, the AGENCY may suspend or terminate the Contract under the Termination for Convenience clause without advance notice, subject to renegotiation at the AGENCY's discretion, under those new funding limitations and conditions.

## F. TERMINATION AND DISPUTES

### 1. Dispute Resolution

- a) The parties shall make every effort to resolve disputes arising out of or relating to this Contract through negotiation.
- b) Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing according to the process set out in this Section. Either party's request for dispute hearing must be in writing and clearly state:
  1. The disputed issue(s);
  2. The relative positions of the parties;
  3. The GRANTEE's name, address, and project title.
- c) In order for this Section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this Section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person selected by the GRANTEE, one person selected by the AGENCY, and a third person chosen by the two persons initially appointed.
- d) Any hearing under this Section shall be informal, with the specific processes to be determined by the dispute panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The dispute panel shall be governed by the provisions of this Contract in deciding the dispute(s).
- e) The parties shall be bound by the decision of the dispute panel, unless the remedy directed by that panel is outside the legal authority of either or both parties to perform as necessary, or is otherwise unlawful.
- f) Request for a dispute hearing under this Section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received written notice of the action or position of the other party that it wishes to dispute. The written agreement to use the process under this Section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- g) All costs associated with implementation of this process shall be shared equally by the parties.

### 2. Termination or Suspension for Cause

- a) In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this Contract the AGENCY has the right to suspend or terminate the



Contract. Before suspending or terminating the Contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not completed within 30 days of receiving notice, the Contract may be terminated or suspended.

- b) In the event of termination or suspension for cause, the AGENCY may require the GRANTEE to repay all or any portion of the state funds paid to the GRANTEE prior to termination.
- c) The AGENCY may enforce this Contract by the remedy of specific performance, which includes, but is not limited to, completion of the project as described in this Contract. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the AGENCY. No remedy available to the AGENCY shall be deemed exclusive. The AGENCY may elect to exercise any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

### 3. Termination for Convenience

- a) Notwithstanding any provisions of this Contract, either party may terminate this Contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b) In the event this Contract is terminated, the GRANTEE shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the AGENCY, as the AGENCY reasonably determines.

### 4. Termination for Fraud or Misrepresentation

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Contract, the AGENCY reserves the right to terminate or amend this Contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the grant.

### 5. Termination Procedures

- a) After receipt of a notice of termination, except as otherwise directed by the AGENCY, the GRANTEE shall:
  - i. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - ii. Place no further orders or sub-grants for materials, services, or facilities related to the Contract;
  - iii. Preserve and transfer any materials, Contract deliverables and/ or AGENCY property in the GRANTEE's possession as directed by the AGENCY.
- b) Upon termination of the Contract, the AGENCY may pay the GRANTEE for any service provided by the GRANTEE under the Contract prior to the date of termination, unless the AGENCY reasonably determines in its sole discretion that the amount due is necessary to protect the AGENCY against potential loss or liability resulting from the termination. The AGENCY shall pay any withheld amount due up to the date of termination to the GRANTEE if the AGENCY later determines that a loss or liability will not occur. GRANTEE shall not be paid for any work done after the termination date.

- b) The rights and remedies of the AGENCY under this Section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

**6. Governing Law and Venue**

This Contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Contract shall be the Superior Court of Thurston County, Washington. The GRANTEE, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

**7. Severability**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.



**19-19**  
**ATTACHMENT B**  
**PROJECT SCOPE OF WORK**

**PROJECT SCOPE OF WORK NARRATIVE**

City Light seeks to restore the deteriorating exterior historic concrete of the Georgetown Steam Plant (GTSP), a National Historic Landmark, to its original 1906 concrete finish in order to stabilize the building envelope. This will allow continued public use for tours and expand programming guided by a recently established Advisory Committee. The scope of this grant will begin on the south face and move around the building until grant matching and reimbursement funds have been used. The remaining building faces will be completed in a future funding phase.

The restoration will address:

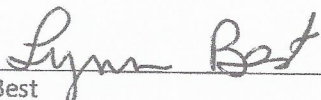
- Update "CIP GTSP Drawings and Specs" to reflect needs for concrete restoration and changes in building codes
- Begin removal of multiple layers of vinyl paint that is trapping moisture; complete in future phase
- Begin repair of multiple cracks, spalls, and missing areas of concrete; complete in future phase
- Begin implementation of cathodic repair of the historic rebar: complete in future phase
- Begin concrete wash surface treatment on the repaired exterior as it was done in 1906; complete in future phase

**PROJECT SCOPE OF WORK BY ARCHITECTURAL DIVISIONS**

Division 3 CONCRETE- Section 03 01 30 - Exterior Concrete Rehabilitation

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the Project Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below. The GRANTEE shall make all plans and documents funded in whole or in part by this contract available to the AGENCY upon reasonable request.



\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer

12/4/18

\_\_\_\_\_  
Date

**19-19  
ATTACHMENT C  
PROJECT PURPOSE**

**PROJECT PURPOSE**

Restoring the Georgetown Steam Plant's exterior concrete is crucial for the historic building's long term preservation and programming. It will allow City Light to expand its current tours into a variety of richer educational, interpretive and programmatic offerings. The GTSP has an amazing multi-faceted history representing the electrification of America's cities. Historical highlights include:

- Seattle's early allure to industry through its inexpensive hydroelectric power and electric trolley car system
- Georgetown's role as a bustling combination industrial and residential center
- Technological discoveries and advancements in the then growing field of electrical power generation (there are two in-situ examples of the vertical Curtis steam turbines inside the plant)
- Work of Frank Bunker Gilbreth, a time and motion study expert known for his 'fast track construction method' in concrete, a fairly novel building material at turn of the last century

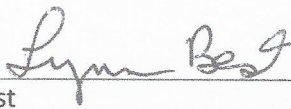
This project will enable public access to the above described history through preservation activities such as:

- Caring for the building and its artifacts
- Monthly open houses with guided tours
- Guided tours for schools and community groups
- Exhibits and other history programs

Preservation activities and public access to history interpretation will be provided in alignment with field best practices, and for the purposes of the Heritage Capital Projects program as identified in the program's authorizing language.

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the express purpose of the grant as described in Project Purpose set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

  
\_\_\_\_\_  
Lynn Best

Chief Environmental Officer

12/4/18  
\_\_\_\_\_  
Date



19-19  
ATTACHMENT D  
PROJECT BUDGET

Cost Category	Grantee Cost Share		HCPF	Totals
	Cash Match	In-kind	Grant Funds	
Project Staff	\$ -	\$ -	Not Eligible	\$ -
Architecture/Engineering	\$ 421,745	\$ -	\$ -	\$ 421,745.00
Construction/Rehabilitation	\$ 1,225,000	\$ -	\$ 727,500	\$ 1,952,500
Property Acquisition	\$ -	\$ -	\$ -	\$ -
Bridge Loans	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Furnishings	\$ -	\$ -	\$ -	\$ -
Landscaping	\$ -	\$ -	\$ -	\$ -
Permanent Exhibits	\$ -	\$ -	\$ -	\$ -
Consultants	\$ -	\$ -	\$ -	\$ -
Integral Art Projects	\$ -	\$ -	\$ -	\$ -
LEED Silver Certification	\$ -	\$ -	\$ -	\$ -
Project Travel Costs	\$ -	\$ -	\$ -	\$ -
Site Work	\$ -	\$ -	\$ -	\$ -
Pre-design	Not Eligible	\$ -	Not Eligible	\$ -
Value of lease	Not Eligible	\$ -	Not Eligible	\$ -
<b>COST SHARE SUBTOTALS</b>	<b>\$ 1,646,745</b>	<b>\$ -</b>		<b>\$ 1,646,745</b>
Reimbursable Costs			\$ 727,500	\$ 727,500
HCP Administration – 3%			\$ 22,500	\$ 22,500
<b>TOTALS</b>	<b>\$ 1,646,745</b>	<b>\$ 1,646,745</b>	<b>\$ 750,000</b>	<b>\$ 2,396,745</b>
<b>% OF TOTAL</b>	<b>69%</b>	<b>0%</b>	<b>31%</b>	<b>100%</b>

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below, and that the total GRANTEE cost share required for the project shall be received and expended by June 30, 2019.

*Lynn Best*

Lynn Best  
Chief Environmental Officer

12/4/18

Date

**19-19  
ATTACHMENT E  
SOURCE OF AVAILABLE FUNDS**

TYPE OF FUNDS	AMOUNT
<b>GRANTEE's FUNDS (Cash Match)</b>	
Seattle City Light Capital Improvement Project funds:	
SCL- GTSP Sounding (Encumbered 5/2016)	\$ 79,500.00
SCL- GTSP Concrete Restoration (Encumbered 5/2016)	\$ 100,000.00
SCL- GTSP Update Drawings & Specs (Encumbered 2017)	\$ 175,000.00
SCL- GTSP Window & Door Rehab (Encumbered 2014/Expending 2015-2018)	\$ 850,000.00
SCL- GTSP Drawings & Specs (Expended 2012-14)	\$ 342,245.00
2015 4Culture Landmarks Capital grant GTSP Concrete Restoration	\$ 100,000.00
<b>GRANTEE's FUNDS (In-kind Match)</b>	
None applied to this project	\$ -
<b>TOTAL GRANTEE FUNDS (Total Match)</b>	<b>\$ 1,646,745.00</b>
<b>TOTAL GRANT FUNDS (Legislative Appropriation)</b>	<b>\$ 750,000.00</b>
<b>TOTAL PROJECT FUNDS AVAILABLE</b>	<b>\$ 2,396,745.00</b>

**CERTIFICATION**

The GRANTEE certifies the Source of Available Funds have been reviewed and approved by the GRANTEE's governing body or board of directors as of the date written below.

By so doing, the GRANTEE certifies that 75% of these funds are in hand by the date below and that the remaining 25% will be in hand by June 30, 2019.

All match funds are committed in writing from respective sources and are available, and will remain committed and available solely and specifically for carrying out the project as described in this Contract. Cash match and in-kind match funds are regarded as funds restricted for use solely for the contract project purposes and are committed as such in the GRANTEE's accounting.

The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the committed funds, and shall make such records available for the AGENCY's review upon request.

  
\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer

12/4/18  
\_\_\_\_\_  
Date



**19-19**  
**ATTACHMENT F**  
**CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS**

**CERTIFICATION**

The GRANTEE, by its signature, certifies that it shall be aware of and comply with all applicable and current federal, state, and local laws, regulations, policies, as now or hereinafter amended including, but not limited to those related to:

- Governor’s Executive Order 05-05 (*regarding prior preservation review and ongoing consultation by the state and concerned tribes for any capital projects or land acquisition projects for the purpose of capital construction*)
- Prevailing Wage Law- RCW 39.12
- Hazardous Substances- RCW 70.105D Industrial Insurance- RCW 51
- Washington Law Against Discrimination- RCW 49.60
- Americans with Disabilities Act- 42.U.S.C. 12101 et. esq.
- High Performance Public Buildings (LEED)- RCW 39.35D

*Lynn Best*

\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer

*12/4/18*

\_\_\_\_\_  
Date

**19-19**  
**ATTACHMENT G**  
**PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)**

*For all projects:*

Permanent Address: 6605 13th Avenue South, Seattle WA 98101  
Historic Designation (if applicable): National and State Register of Historic Places, Local Designation  
Washington State Legislative District #: 11  
GPS Coordinates: 47.542950,-122.316317  
Parcel #: 700670-0570  
Legal Description: QUEEN ADD SUPL ALL OF TR A TGW POR OF TR B-D TGW STRIP OF LAND ADJ ON S LN NLY OF SLY LN OF N 1/2 OF FILLED RIVER BED & SWLY OF FOLG DESC LN - BAAP ON NW LN OF SD TR B 100 FT SW OF MOST NLY COR SD TR B TH S 33-36-10 E TO S LN OF N 1/2 OF SD FILLED RIVER BED TGW N 1/2 OF RIVER BED ON W EXT TO EAST MARGINAL WAY TGW S 1/2 VAC S GREELY ST LESS ST Plat Block:  
Plat Lot: A THRU D

*For vessels or other fixed assets (adapt as needed):*

Vessel Name: NA  
Legal Owner: Seattle City Light – Environment, Land, and Licensing Business Unit  
Year Built: 1906  
Home Port: NA  
U.S. Registry #: NA  
Vessel Service: NA

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the information set forth above, including property parcel number(s) and legal description(s), have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

  
\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer

Date

12/4/18  
\_\_\_\_\_



**19-19  
ATTACHMENT H  
LEASES, CONTRACTS, AND AGREEMENTS**

Document Title	Parties	Date of Execution	Date of Expiration	Recorded in:

*Add additional lines if necessary*

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the leases, contracts and agreements as described in the grant application and defined above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

The GRANTEE also certifies that it has read and understands its obligation to hold the property for 13 years from the date of contract completion and to use the property for the express purposes of the grant as set forth in this Contract. The Grantee further certifies that it shall provide the AGENCY with notice of any and all modifications or additions to all leases, contracts and agreements made during the Contract Period of Performance or during the thirteen years following GRANTEE's completion of the project.



\_\_\_\_\_  
Lynn Best  
Chief Environmental Officer

\_\_\_\_\_  
Date 1/14/19