

City of Burlington

Contract/Agreement Coversheet

CONTRACT NO. 2016-66 DEPARTMENT: Administration

FEDERAL TAXPAYER I.D.

GRANTOR: Department of Archaeology & Historic Preservation

SERVICES: City of Burlington Downtown Inventory

AMOUNT: \$10,000 (Grant Contract)

DURATION FROM: October 1, 2016 TO: August 31, 2017

Original: City of Burlington
DAHP

Copies: Finance Department



STATE OF WASHINGTON

Department of Archaeology and Historic Preservation
1110 S. Capitol Way, Suite 106 • PO Box 48343 • Olympia, Washington 98504-8343
(360) 586-3065 • Fax Number (360) 586-3067 • www.dahp.wa.gov

DAHP Contract #FY17-61017-002

Grant Agreement
Between
Washington State
Department of Archaeology and Historic Preservation
And
City of Burlington

Grant No.: FY17-61017-002

Contact Person: Loren Doolittle (360) 586-3072
Federal Grant No.: N/A
CFDA No.: 15-904
Grant Title: City of Burlington Downtown Inventory
Effective Date: October 1, 2016
Expiration Date: August 31, 2017

Downtown Inventory

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

Section 1. Responsibilities of the Grantee

- A. The GRANTEE will perform or cause others to perform the work described in the "Scope of Work" (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in attachments as enumerated and described in Section 3. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.
- B. The GRANTEE understands that the work called for under this agreement must conform to federal administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with all such

requirements. The following documents summarize some of these requirements and are incorporated herein and made a part hereof as though set forth in full:

- (1) The requirements of OMB Circular A-133 for States, Local Governments, and Non-profit organizations.
 - (2) The "Secretary of Interior Standards and Guidelines for Archaeology and Historic Preservation." All products under this contract must be in compliance with the relevant Secretary's Standards and Guidelines e.g. Preservation Planning, Identification, Evaluation, Registration, Historic Research and Documentation, Architectural and Engineering Documentation, Archeological Investigation, Historic Preservation Projects, and Preservation Terminology.
 - (3) The "Historic Preservation Fund Grants Manual." - Latest Revision, September 2005.
 - (4) "Grants in Aid Manual." Department of Community Trade and Economic Development, Office of Archaeology and Historic Preservation.
 - (5) "Fiscal Year 2013 Historic Preservation Fund Annual Grant Application and Budget Changes / Special Conditions."
 - (6) "43 CFR 17 Civil Rights, Subpart A, Implementing Title VI of the Civil Rights Act of 1964; and Subpart B, Implementing Section 504 of the Rehabilitation Act of 1973; and Subpart C, Implementing the Age Discrimination Act of 1975; and subpart E, Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of the Interior."
 - (7) "Americans with Disabilities Act of 1990," 42 U.S.C. 1201 et seq. (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- c. The GRANTEE agrees to comply with the restrictions of 18 U.S.C. 1913 concerning lobbying with appropriated funds: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution

proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.”

- D. The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least four years following the ending date of the grant. In the event that an audit of the GRANTEE or of the DEPARTMENT should take exception to any expenditures by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney’s fees. When arranging for an audit, the DEPARTMENT should contact:
- Bryan Harrison 360-724-3413
900 E. Fairhaven Avenue 360-755-9649
Burlington, WA 98233 bryanwh@burlingtonwa.gov
- E. The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2. a. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as may be requested by the DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement within thirty (30) days following completion of the work.
- F. The GRANTEE agrees to provide the DEPARTMENT with a completion report following a form provided by the DEPARTMENT. The GRANTEE will submit this report on or before the end date. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the payment required in Section 2.a. pending receipt of this completion report.
- G. The GRANTEE agrees that the “Budget” (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a

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greater amount than that stipulated as DEPARTMENT share. In the event that the GRANTEE should spend less than the budgeted amount on an object or element in the budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting by the elements or objects in the budget. The actual expenditures for the amounts reflected in the budget may vary by 15 percent without requiring an amendment to this grant agreement.

- H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.

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

- I. The GRANTEE agrees to submit a "Schedule for Project Completion" (Attachment 6) before beginning work under this agreement. Said schedule form shall list each element described in the "Scope of Work" and shall indicate the approximate date when completion of each can be expected.
- J. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.
- K. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under \$25,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement. (See Section 3, Attachment 7.)
- L. The GRANTEE agrees that it, its agents and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington.

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M. Federal funds are the basis for this contract. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Should for any reason the Federal funds which are the basis for this agreement become withdrawn, the agreement may be terminated without penalty to the DEPARTMENT.

N. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

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

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

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

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

- P. The GRANTEE agrees to include written acknowledgment of National Park Service, Department of Community Trade and Economic Development, and Office of Archaeology and Historic Preservation support for all grant-related publications and public information materials including audio-visual and workshop materials. The GRANTEE further agrees that the written acknowledgment shall comply with the form and content stipulated in the "Historic Preservation Fund Grants Manual – Latest Revision September 2005."
- Q. The GRANTEE agrees to any additional conditions identified in section 3 and attached to this agreement.
- R. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, martial status, national origin, or the presence of any sensory, mental, or physical handicap in accordance with Chapter 49.60RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.
- During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.
- S. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's Business Enterprise firms certified by OMWB.
- T. The GRANTEE agrees to a 100 / 00 match of funds. One hundred percent (100%) being the full amount of the grant. The GRANTEE agrees that any match specifically identified to this grant agreement by the GRANTEE, the GRANTEE will not claim such match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to match provided by the GRANTEE to this agreement as indirect eligible match to the National Park Service, Historic Preservation Fund Grant awarded to the DEPARTMENT. DEPARTMENT: Grant Amount: \$10,000.00. GRANTEE: Minimum Grant Match Amount: \$0.00. Note: GRANTEE has proposed a non-required match of \$4,000.00.

Section 2. Responsibilities of the DEPARTMENT

- A. The DEPARTMENT agrees to reimburse the GRANTEE one hundred (100) percent of its actual authorized expenditures for the purpose of this agreement, provided:
- (1) The total paid by the DEPARTMENT shall not exceed the amount stipulated in the "Budget" (Attachment 1) as DEPARTMENT share.
 - (2) All expenditures were incurred between the beginning and ending dates of the grant.
 - (3) No expenditures have been previously claimed in any other grant from any agency of the state or federal government.
 - (4) The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.
 - (5) The GRANTEE has met all requirements contained in this agreement.
- B. The DEPARTMENT agrees to consider requests from the GRANTEE for progress payments if, in the DEPARTMENT'S judgment, the public interest will be served by doing so and if such payments are administratively practical.
- C. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

Section 3. Attachments

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

- | | |
|-----------------|---|
| Attachment #1. | "Budget," consisting of one page. |
| Attachment #2 | "Scope of Work consisting of five pages. |
| Attachment #3A. | "Civil Rights Assurance", consisting of one page. |
| Attachment #3B, | "Understanding Grant Requirements", consisting of one page. |
| Attachment #3C. | "Certification Regarding Debarment," consisting of one page. |
| Attachment #4. | "State Form A19-1 Invoice Voucher" to be used as basis for billing, consisting of one page. |
| Attachment #5 | "Report of Services/ Labor Value Appraisal" form to be used by GRANTEE to document labor costs, consisting of one page. |
| Attachment #6 | "Schedule for Project Completion" form, consisting of one page |

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Attachment #7 "Competitive Negotiation and Small Purchases Contracting Documentation," consisting of one page, for a total of thirteen (13) pages.

Section 4. Amendments

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

DEPARTMENT:



Allyson Brooks, Director

10/18/16
Date

GRANTEE:



City of Burlington

9/26/16
Date

91-6001232
Fed ID No.

VI. PROJECT BUDGET

ELEMENT/OBJECT

| Salaries <i>(include each position- volunteer or staff – and attach hourly wage justification)</i> | Federal Dollars <i>(CLG grant requested)</i> | Hard Match <i>(Local government cash match)</i> | Soft Match <i>(Donated goods and services)</i> | Total |
|--|--|---|--|---------------|
| City Manager / Parks & Recreation staff | | \$2000 | | \$2000 |
| | | | | |
| | | | | |
| | | | | |

| | | | | |
|---|--|--|--|--|
| Indirect % <i>(*Include justification for indirect %)</i> | | | | |
|---|--|--|--|--|

| | | | | |
|------------------------------|--|---------------|--|---------------|
| Total Element/Object: | | \$2000 | | \$2000 |
|------------------------------|--|---------------|--|---------------|

GOODS & SERVICES

| Contract Services | Federal Dollars <i>(CLG grant requested)</i> | Hard Match <i>(Local government cash match)</i> | Soft Match <i>(Donated goods and services)</i> | Total |
|---|--|---|--|-----------------|
| Historic Preservation Consultant | \$10000 | \$2000 | | \$12,000 |
| | | | | |

| | | | | |
|-------------------------------------|--|--|--|--|
| Materials/Supplies/Equipment | | | | |
| | | | | |
| | | | | |
| | | | | |

| | | | | |
|---------------|--|--|--|--|
| Travel | | | | |
| | | | | |
| | | | | |

| | | | | |
|--------------|--|--|--|--|
| Other | | | | |
| | | | | |
| | | | | |

| | | | | |
|------------------------------------|--|--|--|--|
| Total Goods & Services: | | | | |
|------------------------------------|--|--|--|--|

| | Federal Dollars 60% | Hard Match 40%* | Soft Match | Total Project Cost – 100% |
|------------------------------|--------------------------------------|----------------------------------|-------------------|----------------------------------|
| Total Funding Request | \$10,000 | \$4000 | | \$14,000 |

**The local government share must equal at least 40% of the total project cost. The 40% can be made up of a combination of hard and soft match.*

ATTACHMENT 2

Scope of Work

- I. **WORK TO BE ACCOMPLISHED:** The GRANTEE shall conduct the following activities:
- A. **CITY OF BURLINGTON SURVEY:** The GRANTEE shall conduct a SURVEY, as follows:
1. **SURVEY AREA AND CRITERIA:** The GRANTEE shall complete an **reconnaissance level** survey of:
 - a) **AREA:** City of Burlington (see attached map)
 - b) **CRITERIA:** Historic buildings, structures, objects, and sites fifty years of age and older, approximately **100** reconnaissance level inventory forms.
 - c) **DEFINITIONS:** Reconnaissance surveys are visual or predictive surveys that identify the general distribution, location and nature of historic resources within a given area. A reconnaissance survey of the built environment generally entails the field identification of resources that appear to meet broad survey requirements. Documentation at this level rarely exceeds property address, observational information on architectural style and features, and photographic information. However, it may be possible to discern if the property appears to be a unique resource based on the observations of the overall survey area. If so, this information should be recorded in the "Statement of Significance" section of the database. Reconnaissance surveys are often conducted to establish the boundaries for intensive surveys to follow.
- Reconnaissance level survey forms must be completed in WISAARD. Because reconnaissance surveys record only observable information, they may not provide sufficient information with which to make determinations of eligibility beyond architectural significance.
- A reconnaissance level survey should include the following:
- a) Location information
 - b) Surveyor and survey name

- c) The current use of the building should be noted since it is observable from the street, although historic use does not need to be researched
 - d) All observable architectural information should be completed within the database
 - e) The "Description of Physical Appearance" section on the Narrative must be completed
 - f) A concise "Statement of Significance" based on the knowledge of the surveyor (usually related to the architecture of the building) must be completed
 - g) A Determination of Eligibility in the opinion of the surveyor (based solely on the architectural qualities of the structure)
 - h) An approximate date of construction
 - i) At least two digital images of the resource
2. **SURVEY PROJECT MANAGER:** The GRANTEE shall ensure that the personnel directing the survey activities meet the professional qualifications in 36 CFR 61, Appendix A. The personnel must be procured using a competitive process as outlined in the Historic Preservation Fund Grants Manual, October 1997, see Attachment #7. Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the historic preservation consultant conducting the survey project.
3. **SURVEY STANDARDS:** The GRANTEE shall conduct the survey activity and produce complete inventory forms consistent with the guidelines in the *Washington State Standards for Cultural Resource Reporting* published by the Department of Archaeology and Historic Preservation and summarized as follows:
- a) **COMPLETED SURVEY:**
 - (1) A COMPLETED SURVEY is understood to mean that the GRANTEE has used the WISAARD ONLINE SYSTEM to document all required survey materials of the defined survey area and has submitted the survey to the DEPARTMENT. The inventory records must be determined acceptable by the DEPARTMENT.
 - (2) The REQUIRED SURVEY MATERIALS are understood to include a MAP of the ENTIRE SURVEY AREA with all sites marked and numbered.
 - (3) A SURVEY REPORT IS REQUIRED. A SURVEY PROJECT REPORT is understood to mean a report which follows the guidelines for survey project reports provided by the DEPARTMENT within the *Washington State*

Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849
C Street, NW, Washington, D.C. 20240.

8. **PROJECT MANAGER:** The GRANTEE shall ensure that the personnel preparing the survey documentation meet the professional qualifications in 36 CFR 61, Appendix A. The personnel must be procured using a competitive process as outlined in the Historic Preservation Fund Grants Manual, October 1997, see Attachment #7. **Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the historic preservation consultant conducting the survey project.**
9. **INCOMPLETE OR INACCEPTABLE MATERIALS:** Any required materials submitted which are not considered acceptable or complete will be returned to the GRANTEE for completion within the grant period.
10. **REIMBURSEMENT:** The GRANTEE will only be reimbursed for preparing an acceptable and complete Survey Product during the grant period.

B. PUBLIC EDUCATION ACTIVITIES

1. The GRANTEE shall conduct at least one public presentation during the grant period subject to the following conditions:
 - a) The purpose of the presentation(s) shall be to present findings of the survey project. The GRANTEE shall respond to any questions raised by the public.
 - b) The GRANTEE shall notify the DEPARTMENT of the presentation dates and shall be afforded an opportunity to attend.
 - c) Following each public meeting, provide the DEPARTMENT with a summary of the number of participants, comments, and notable conclusions arising from the presentation. This may be in email format.

D. REPORTING ACTIVITIES

1. **GRANT ADMINISTRATION:** The GRANTEE shall establish and maintain contact with the DEPARTMENT throughout the grant period as to the status of all grant activities by preparing and submitting the requested documents to the DEPARTMENT at the times indicated in the SCHEDULE FOR PROJECT COMPLETION

- II. **PRODUCTS:** The GRANTEE shall at a minimum submit the following products to the DEPARTMENT:
- A. **SURVEY FORMS and SURVEY REPORT:** Reconnaissance level HPI form for each property surveyed and a map of the entire survey area with each surveyed property marked with location and number. The SURVEY REPORT and map may be provided as a pdf and shall include a report cover sheet per DAHP standards.
 - B. **PUBLIC EDUCATION:** One email memo per public meeting summarizing attendance and any notable conclusions from the meeting.



Short Street
Avalon Avenue
Fair Place

Stierlen Pla
South Skagit Street

East Victoria Avenue
East Fairhaven Avenue
Washington Avenue
Greenleaf Avenue
Tiller Lane
Orange Avenue
East Rio Vista Avenue

Sharon Ave
Picket Lane
Homestead Drive

Magnolia Avenue
Cascadia Highway

North Holly Street
Library
East Vermon Avenue
South Regent Street
South Holly Street

SR20
North
No

South Pine Street

South Cherry Street
Railroad Avenue

North Spruce Street
City Hall
Charles Street

Walnut Street
South Walnut Street
South Walnut Street

Hazel Avenue
North Alder Street
South Alder Street

South Burlington Boulevard

Cleveland Street
Dean Drive

ATTACHMENT 3A

U. S. DEPARTMENT OF THE INTERIOR CIVIL RIGHTS ASSURANCE

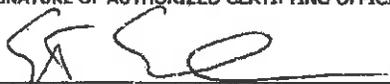
As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

| | |
|--|---------------------------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  | TITLE Mayor |
| APPLICANT/ORGANIZATION CITY OF BURLINGTON | DATE SUBMITTED APRIL 19, 2016 |
| APPLICANT/ORGANIZATION MAILING ADDRESS 833 S. SPRUCE STR. BURLINGTON WA 98233 | BUREAU OR OFFICE EXTENDING ASSISTANCE |

DI-1350
(REV 6/91)

ATTACHMENT 3C

U.S. Department of the Interior Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steve Sexton, Mayor

Name and Title of Authorized Representative



Signature

April 19, 2016

Date

ATTACHMENT 5 REPORT OF SERVICES

| |
|--|
| Name of Project: |
| |
| Name of Person Performing Services: |
| |
| Address: |
| |
| Telephone: |
| |
| Did you receive any compensation for the time you devoted to this project? |
| Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If yes, who paid you? |
| |
| How much were you paid? |
| |

| | |
|---|-------|
| Month: | Year: |
| Describe the services you performed. (If you supervised others, include their names and positions.) | |
| | |
| How was the hourly rate shown below determined? | |
| Labor value appraisal on reverse side of this form. | |
| Other, explain: | |
| | |

| Total number of hours worked each day during <input type="checkbox"/> this month: | | | | | | | | |
|---|--------|--------|---------|-----------|----------|--------|----------|--------|
| Beginning | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Totals |
| | | | | | | | | |
| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |

I hereby swear that I devoted the time reported above, performing the work described on the project named. This time has not been reported for any other Federal or State project.

_____ Date _____

I supervised or coordinated this person's work and verify that it was performed as indicated above.

_____ Date _____

Washington State Office of Archaeology and Historic Preservation
1110 S Capitol Way Suite 30
PO Box 48343
Olympia, WA 98504-8343

| | | |
|-----------------------------------|----|------------|
| Total hours this month: | | # of hours |
| Hourly rate: | \$ | Per hour |
| Amount charged to project: | \$ | |

INSTRUCTIONS:

Use this form to document all labor, whether paid or voluntary, which is claimed against a grant or used for the matching share of a grant. Complete it on a timely basis, i.e., fill it out immediately after the service is provided.

**ATTACHMENT 7
COMPETITIVE NEGOTIATION AND SMALL
PURCHASES CONTRACTING DOCUMENTATION**

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

1. Grant Number: _____

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

3. Addresses of Contractors Contacted:

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

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

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

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

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

Signature of Grantee Official

Date

ATTACHMENT 2

Scope of Work

- I. **WORK TO BE ACCOMPLISHED:** The GRANTEE shall conduct the following activities:
- A. **CITY OF BURLINGTON SURVEY:** The GRANTEE shall conduct a SURVEY, as follows:
1. **SURVEY AREA AND CRITERIA:** The GRANTEE shall complete an **reconnaissance level** survey of:
 - a) **AREA:** City of Burlington (see attached map)
 - b) **CRITERIA:** Historic buildings, structures, objects, and sites fifty years of age and older, approximately **100** reconnaissance level inventory forms.
 - c) **DEFINITIONS:** Reconnaissance surveys are visual or predictive surveys that identify the general distribution, location and nature of historic resources within a given area. A reconnaissance survey of the built environment generally entails the field identification of resources that appear to meet broad survey requirements. Documentation at this level rarely exceeds property address, observational information on architectural style and features, and photographic information. However, it may be possible to discern if the property appears to be a unique resource based on the observations of the overall survey area. If so, this information should be recorded in the "Statement of Significance" section of the database. Reconnaissance surveys are often conducted to establish the boundaries for intensive surveys to follow.

Reconnaissance level survey forms must be completed in WISAARD. Because reconnaissance surveys record only observable information, they may not provide sufficient information with which to make determinations of eligibility beyond architectural significance.

A reconnaissance level survey should include the following:
 - a) Location information
 - b) Surveyor and survey name

- c) The current use of the building should be noted since it is observable from the street, although historic use does not need to be researched
 - d) All observable architectural information should be completed within the database
 - e) The "Description of Physical Appearance" section on the Narrative must be completed
 - f) A concise "Statement of Significance" based on the knowledge of the surveyor (usually related to the architecture of the building) must be completed
 - g) A Determination of Eligibility in the opinion of the surveyor (based solely on the architectural qualities of the structure)
 - h) An approximate date of construction
 - i) At least two digital images of the resource
2. SURVEY PROJECT MANAGER: The GRANTEE shall ensure that the personnel directing the survey activities meet the professional qualifications in 36 CFR 61, Appendix A. The personnel must be procured using a competitive process as outlined in the Historic Preservation Fund Grants Manual, October 1997, see Attachment #7. Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the historic preservation consultant conducting the survey project.
3. SURVEY STANDARDS: The GRANTEE shall conduct the survey activity and produce complete inventory forms consistent with the guidelines in the *Washington State Standards for Cultural Resource Reporting* published by the Department of Archaeology and Historic Preservation and summarized as follows:
- a) COMPLETED SURVEY:
 - (1) A COMPLETED SURVEY is understood to mean that the GRANTEE has used the WISAARD ONLINE SYSTEM to document all required survey materials of the defined survey area and has submitted the survey to the DEPARTMENT. The inventory records must be determined acceptable by the DEPARTMENT.
 - (2) The REQUIRED SURVEY MATERIALS are understood to include a MAP of the ENTIRE SURVEY AREA with all sites marked and numbered.
 - (3) A SURVEY REPORT IS REQUIRED. A SURVEY PROJECT REPORT is understood to mean a report which follows the guidelines for survey project reports provided by the DEPARTMENT within the *Washington State*

Standards for Cultural Resource Reporting which includes the introduction, survey methodology, analysis, recommendations, a map of the entire survey area with all sites marked and numbered, a table of the properties with eligibility recommendations, and appendices.

- b) A COMPLETED INVENTORY FORM is understood to mean a completed record on the WISAARD ONLINE SYSTEM, with each field completed out with the inventory information and at least two digital images of the property.
 - c) The DEPARTMENT will be able to view draft copies of Historic Property Inventory Forms via WISAARD. The DEPARTMENT shall respond to the GRANTEE within 14 days of each draft submittal with comments. If the DEPARTMENT has not responded within 14 days, the GRANTEE shall assume that the DEPARTMENT has no comment on the draft submittals.
- 4. **INCOMPLETE OR INACCEPTABLE MATERIALS:** Any required survey materials submitted which are not considered acceptable or complete—which do not meet the DEPARTMENT’s cultural resource survey editorial standards and/or do not contain the required level of documentation—will be returned to the GRANTEE for completion within the grant period.
 - 5. **REIMBURSEMENT:** The GRANTEE will only be reimbursed for preparing acceptable and complete required survey submitted during the grant period.
 - 6. **DEPARTMENT RESPONSIBILITIES:** The DEPARTMENT shall provide the GRANTEE with the information to gain access to the WISAARD ONLINE SYSTEM.
 - 7. **ACKNOWLEDGEMENT:** The SURVEY REPORT shall include in its entirety the following acknowledgement, disclaimer, and non-discrimination statements:

This survey has been financed in part with Federal funds from the National Park Service, Department of the Interior administered by the Department of Archaeology and Historic Preservation (DAHP) and the City of Burlington. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, DAHP, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or DAHP.

This program received Federal funds from the National Park Service. Regulations of the U.S. Department of Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director,

Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849
C Street, NW, Washington, D.C. 20240.

8. **PROJECT MANAGER:** The GRANTEE shall ensure that the personnel preparing the survey documentation meet the professional qualifications in 36 CFR 61, Appendix A. The personnel must be procured using a competitive process as outlined in the Historic Preservation Fund Grants Manual, October 1997, see Attachment #7. **Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the historic preservation consultant conducting the survey project.**
9. **INCOMPLETE OR INACCEPTABLE MATERIALS:** Any required materials submitted which are not considered acceptable or complete will be returned to the GRANTEE for completion within the grant period.
10. **REIMBURSEMENT:** The GRANTEE will only be reimbursed for preparing an acceptable and complete Survey Product during the grant period.

B. PUBLIC EDUCATION ACTIVITIES

1. The GRANTEE shall conduct at least one public presentation during the grant period subject to the following conditions:
 - a) The purpose of the presentation(s) shall be to present findings of the survey project. The GRANTEE shall respond to any questions raised by the public.
 - b) The GRANTEE shall notify the DEPARTMENT of the presentation dates and shall be afforded an opportunity to attend.
 - c) Following each public meeting, provide the DEPARTMENT with a summary of the number of participants, comments, and notable conclusions arising from the presentation. This may be in email format.

D. REPORTING ACTIVITIES

1. **GRANT ADMINISTRATION:** The GRANTEE shall establish and maintain contact with the DEPARTMENT throughout the grant period as to the status of all grant activities by preparing and submitting the requested documents to the DEPARTMENT at the times indicated in the SCHEDULE FOR PROJECT COMPLETION

- II. **PRODUCTS:** The GRANTEE shall at a minimum submit the following products to the DEPARTMENT:
- A. **SURVEY FORMS and SURVEY REPORT:** Reconnaissance level HPI form for each property surveyed and a map of the entire survey area with each surveyed property marked with location and number. The SURVEY REPORT and map may be provided as a pdf and shall include a report cover sheet per DAHP standards.
 - B. **PUBLIC EDUCATION:** One email memo per public meeting summarizing attendance and any notable conclusions from the meeting.

