Burien Contract # 3772

City of Burien, Washington
Contract Routing Sheet

Name of Contracting Party: Washington State Dept. of Commerce

Project Name/Description: **Grant Agreement for Downtown Burien Bike Rack Project**

Contract Amount: $ 10,000
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

☐ Architectural/Engineering ☐ From Engineering Roster ☐ Advertised Bidding Done ☐ Professional Services (Non-Engineering) ☐ 3 Bids received ☐ Direct Negotiation	☐ Construction ☐ Informal Bidding Process Done-3 bids (less than $20,000/$35,000) ☐ From Small Works Roster ($20,000/35,000 to $100,000) ☐ Competitive/Advertised Bidding Done (Over $100,000) ☐ Other: ____	☐ Human Services/Arts &Culture/City Match ☒ Other: Grant ☐ Contract Amendment to Contract No. ____

(Please attach a list of all bids received)

Is this contract authorized in the current year's budget? ☐ Yes ☐ No

If budgeted, list Fund/Dept.: General Fund – Parks & Rec. Dept.

Page # in Budget: ____ Budget line item amount: $____

BARS Account Number: _____

Is a budget amendment needed? ☐ Yes ☐ No Amount? $____

Date of Council Approval: ____

REVIEWED BY:

Contract Manager: Michael L. Date: _____

Department Director: _____ Date: _____

Management Analyst: L Fleming Date: 3-4-13

Routing Instructions:	**Contract File Checklist:**
☐ Send original to Contractor for their signature and then provide a copy of the fully signed contract to _____	☐ Purchase Order #_____ ☐ Tax ID Form ☐ Current Business License #_____ ☐ Insurance Certificate ☒ Contract Fully Signed
☐ Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____	
☐ Other (Please describe) _____	

STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

www.commerce.wa.gov

February 26, 2013

Michael Lafreniere
City of Burien
400 SW 152nd St., Suite 300
Burien, WA 98166-1973

Re: CERB CONTRACT number 13-96303-016

Dear Mr. Michael Lafreniere:

Enclosed is a fully executed contract for your CERB Community Revitalization Grant.

This contract is for the Downtown Burien Bike Rack Project. Please keep this original document with other local records related to your project.

We have enclosed an A19 voucher for requesting funds and will email the electronic version, (if needed) for your completion once funds are ready to be expended.

Please send A19 invoices to: Denise Fry
Department of Commerce
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 9850

I will be your project manager and look forward to working with you and your staff.

Sincerely,

Lori Shye for

Denise Fry
CAU Project Manager
360-725-2741
Denise.fry@commerce.wa.gov

Enclosures

INVESTING IN WASHINGTON'S ECONOMIC FUTURE
Community Economic Revitalization Board
Washington State Department of Commerce
1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

Grant Agreement between:

City of Burien

and

Community Economic Revitalization Board

For:

Project Name: **Downtown Burien Bike Rack Project**

Contract Number: **13-96303-016**

Contract Type: **Community Revitalization Grant**

Execution / Start Date: Contract Execution Date

(to be filled by the Public Works Board)

DECLARATIONS

CLIENT INFORMATION	
Legal Name	City of Burien
Contract Number	13-96303-016
Federal Tax ID #	91-1576144
State Client #	SWV0018024-00

PROJECT INFORMATION	
Title	Downtown Burien Bike Rack Project
Project City	Burien
Project State	Washington
Project Zip	98166

CONTRACT TERMS and CONDITIONS	
Contract Amount	$10,000.00
Biennium	2011 - 2013
Biennium Close Date	June 30, 2013
Earliest Date for Construction Reimbursement	Sep 20, 2012 *(earliest date for reimbursable expenditures)*
Time of Performance	24 Months from Contract Execution to Project Completion

TABLE OF CONTENTS

CONTRACT TITLE PAGE 1
DECLARATIONS 2
TABLE OF CONTENTS 3
CONTRACT FACE SHEET 5

CONTRACT TERMS AND CONDITIONS

Part 1. SPECIAL TERMS AND CONDITIONS 7

1.1. DEFINITIONS 7
1.2. AUTHORITY 7
1.3. PURPOSE 7
1.4. ORDER OF PRECEDENCE 7
1.5. GRANT AMOUNT 7
1.6. CERTIFICATION OF FUNDS (deleted section) .....
1.7. MODIFICATION TO THE PROJECT COSTS (deleted section) .....
1.8. PROJECT EXPENDITURE ELIGIBLE FOR REIMBURSEMENT 8
1.9 BILLING PROCEDURE AND PAYMENT 8
1.10. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT 9
1.11. REPORTS 9
1.12. EVALUATION AND MONITORING 9
1.13. OWNSERSHIP OF PROJECT/CAPITAL FACILITIES 9
1.14. CHANGE OF OWNERSHIP OR USE FOR CONTRACTOR-OWNED PROPERTY 10
1.15. CHANGE OF USE FOR LEASED PROPERTY 10
1.16. HISTORICAL AND CULTURAL ARTIFACTS 10
1.17. SIGNAGE, MARKERS, AND PUBLICATIONS 11
1.18. PREVAILING WAGE LAW 11
1.19. INSURANCE 11
1.20. RECAPTURE PROVISION 12
1.21. REDUCTION IN FUNDS 12
1.22. REAPPROPRIATION 12

Part 2. GENERAL TERMS AND CONDITIONS .....

2.1. DEFINITIONS 13
2.2. ALLOWABLE COSTS 13
2.3. ALL WRITINGS CONTAINED HEREIN 13
2.4. AMENDMENTS 13
2.5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, Public Law 101-336, also referred to as the "ADA 28 CFR Part 35 13
2.6. APPROVAL 13
2.7. ASSIGNMENT 13
2.8. ATTORNEY'S FEES 14
2.9 AUDIT 14
2.10. CODE REQUIREMENTS 15
2.11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION 15
2.12. CONFORMANCE 15
2.13. COPYRIGHT PROVISIONS 15
2.14. DISALLOWED COSTS 16

2.15. DISPUTES 16
2.16. DUPLICATE PAYMENT 16
2.17. ETHICS/CONFLICT OF INTEREST 16
2.18. GOVERNING LAW AND VENUE 17
2.19. INDEMNIFICATION 17
2.20. INDEPENDENT CAPACITY OF THE CONTRACTOR 17
2.21. INDUSTRIAL INSURANCE COVERAGE 17
2.22. LAWS 17
2.23. LICENSING, ACCREDITATION AND REGISTRATION 18
2.24. LIMITATION OF AUTHORITY 18
2.25. LOCAL PUBLIC TRANSPORTATION COORDINATION 18
2.26. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS 18
2.27. POLITICAL ACTIVITIES 18
2.28. PREVAILING WAGE LAW 18
2.29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION 19
2.30 PUBLICITY 19
2.31. RECAPTURE 19
2.32. RECORDS MAINTENANCE 19
2.33. REGISTRATION WITH THE DEPARTMENT OF REVENUE 19
2.34. RIGHT OF INSPECTION 19
2.35. SAVINGS 19
2.36. SEVERABILITY 19
2.37. SUBCONTRACTING 20
2.38. SURVIVAL 20
2.39. TAXES 20
2.40. TERMINATION FOR CAUSE/SUSPENSION 20
2.41. TERMINATION FOR CONVENIENCE 20
2.42. TERMINATION PROCEDURES 21
2.43. WAIVER 21

ATTACHMENT I: PROJECT SCOPE OF WORK 22

ATTACHMENT II: CERTIFICATION OF PAYMENT AND REPORTING OF PREVAILING WAGES 24

CONTRACT FACE SHEET

Contract Number: 13-96303-016

Washington State Community Economic Revitalization Board

Community Revitalization Grant

1. Contractor City of Burien 400 SE 152nd Street Burien, WA 98166-	**2. Contractor Doing Business As (optional)** N/A
3. Contractor Representative N/A	**4. CERB Board Representative** N/A

5. Contract Amount $10,000.00	**6. Funding Source** Federal: ☐ State: ☑ Other: ☐ N/A: ☐	**7. Contract Start Date** Contract Execution Date	**7. Contract End Date** Jun 30, 2013

9. Federal Funds (as applicable)	**Federal Agency** N/A	**CFDA Number** N/A

10. Tax ID # 91-1576144	**11. SWV #** SWV0018024-00	**12. UBI #**	**13. DUNS #**

14. Contract Purpose

The Board and the Contractor have entered into this Contract to undertake a project that furthers the goals and objectives of the CERB Administered Economic Development, Innovation, & Export Grants Program as created in Chapter 2, Laws of 2012, 2nd Special Session, Section 1005.

The Board, defined as the Washington State Community Economic Revitalization Board, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including ATTACHMENT I: PROJECT SCOPE OF WORK; and ATTACHMENT II: CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES.

FOR THE CONTRACTOR	**FOR THE COMMUNITY ECONOMIC REVITALIZATION BOARD**
Michael Lafreniere Signature	Mark Urdahl, Chair of the CERB Board
MICHAEL LAFRENIERE Print Name	12-26-12 Date
DEPT. DIRECTOR Title	*APPROVED AS TO FORM ONLY* *This 20th Day of September, 2012*
11/27/12 Date	*Signature on file* Sandra Adix Assistant Attorney General

RECEIVED
DEC 31 2012
Department of Commerce

Washington State Department of Commerce
COMMUNITY ECONOMIC REVITALIZATION BOARD
Community Revitalization Grant

Part 1. SPECIAL TERMS AND CONDITIONS

1.1. Definitions

As used throughout this Contract the following terms shall have the meaning set forth below:

A. "Contract" shall mean this CERB *Administered* Economic Development, Innovation, & Export Grants Program Contract as created in Chapter 2, Laws of 2012, Section 1005.

B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service (s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.

C. "The Board" shall mean the Washington State Community Economic Revitalization Board created in Revised Code of Washington (RCW) 43.160, and who is a Party to the Contract.

D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Grant Contract, displayed within the contract in **THIS STYLE** for easier identification.

1.2. Authority

Acting under the authority of Chapter 43.160 RCW, the Board has awarded the Contractor a contract for a project pursuant to the legislative **APPROPRIATION NUMBER** and **BIENNIUM** as shown on the Declarations Page

1.3. Purpose

The Board and the Contractor have entered into this Contract to undertake an approved project that furthers the goals and objectives of Washington State. The project will be undertaken by the Contractor and will include the activities described in Attachment I: SCOPE OF WORK. The project must be undertaken in accordance with the grant terms and conditions, and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4. Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

A. Applicable federal and state of Washington statutes and regulations.

B. Special Terms and Conditions including attachments.

C. General Terms and Conditions.

1.5. Grant Amount

The Board shall pay an amount not to exceed the awarded **GRANT AMOUNT** as shown on the attached Declarations Page for the eligible costs necessary for or incidental to the performance of work as set forth in Attachment I: SCOPE OF WORK.

1.6. Certification of Funds

This section has been deleted but title retained for document continuity.

1.7. Modification of Project Costs

This section has been deleted but title retained for document continuity.

1.8. Project Expenditures Eligible for Reimbursement

Payments to the Contractor shall be made on a reimbursement basis only. For the purposes of this Contract, eligible costs shall be construed to mean costs incurred and paid, or costs incurred and payable within thirty (30) days. Only costs that have been incurred on or after the **EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT** shown in the Declarations, are eligible for reimbursement under this Contract.

The Contractor may be reimbursed for eligible costs related to the activities identified in Attachment I: SCOPE OF WORK.

A. Real property and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the project;

B. Design, engineering, architectural, and planning;

C. Archaeological/historical review;

D. Construction management and construction observation (from external sources only);

E. Construction costs including, but not limited to, the following:

   i. Site preparation and improvements;
   ii. Permits and fees;
   iii. Labor and materials;
   iv. Taxes on project goods and services;
   v. Capitalized equipment;
   vi. Information technology infrastructure; and
   vii. Landscaping.

F. Insurance premiums as required in Section 1.19;

G. Other costs authorized through the legislation.

1.9. Billing Procedures and Payment

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum payable under this Contract. When requesting reimbursement for costs incurred or expenditures made, the Contractor shall submit a signed and completed Invoice Voucher (Form A-19), referencing the Attachment I: SCOPE OF WORK project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Board will not release payment for any reimbursement request received until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, the Board shall promptly remit a warrant to the Contractor.

The final Invoice Voucher payment shall not occur prior to the completion of all project activities as identified in Attachment I: SCOPE OF WORK.

The Contractor shall submit all Invoice Vouchers and any required documentation to:

Contracts Administration Unit
Department of Commerce
PO Box 42525
Olympia, WA 98504-2525

The Board will pay the Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Board not more often than monthly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Board.

Duplication of Billed Costs. The Contractor shall not bill the Board for services performed under this Contract, and the Board shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

1.10. Certified Project Completion Request

The Contractor shall complete a Certified Project Completion Request when activities identified in Attachment I: SCOPE OF WORK are complete.

The Contractor shall provide the following information to the Board:

A. A certified statement that the project, as described in Attachment I: SCOPE OF WORK, is complete and, if applicable, meets required standards.

B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in Attachment I: SCOPE OF WORK.

C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.

1.11. Reports

The Contractor shall furnish the Board with Project Status Reports when submitting Invoice Vouchers (as described in Section 1.9), a Certified Project Completion Report at project completion (as described in Section 1.10), and other reports as the Board may require. Failure to file reports as requested may result in termination of this Contract.

1.12. Evaluation and Monitoring

The Contractor shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Board, including site inspections, if necessary.

The Contractor may be asked by the Board to provide photographs, either hard copy or electronically, which visually depict the progress made on the project.

The Board or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Contract. Such rights last for six (6) years from the date final payment is made.

1.13. Ownership Of Project/Capital Facilities

The Board 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 Board may bring against the Contractor in recapturing funds expended in violation of this Contract.

1.14. Change of Ownership or Use For Contractor-Owned Property

The Contractor understands and agrees that any or all assets acquired, constructed, or otherwise improved by the Contractor using the funds under this Contract shall be held and used by the Contractor for the purposes stated in Attachment I: SCOPE OF WORK for a period of at least ten (10) years from the date the final payment is made.

This provision shall not be construed to prohibit the Contractor from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by the Board, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.

For a period of at least ten (10) years from the date the final payment is made, in the event that the Contractor decides to change or transfer ownership of any or all assets acquired, constructed, or otherwise improved by the Contractor using the funds under this Contract, the Contractor agrees that any such decision or action must be submitted in writing and approved by the Board in writing at least thirty (30) days prior to the execution of such decision or action.

In the event the Contractor is found to be out of compliance with this section, the Contractor shall repay the principal amount of the grant as stated in Section 1.5, plus interest calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject asset was authorized. Repayment shall be made pursuant to Section 1.20. Recapture Provision.

1.15. Change of Use For Leased Property

The Contractor understands and agrees that any facility leased by the Contractor that is constructed, renovated, or otherwise improved using state funds under this Contract shall be used by the Contractor for the purposes stated in Attachment I: SCOPE OF WORK for a period of at least ten (10) years from the date the final payment is made.

In the event the Contractor is found to be out of compliance with this section, the Contractor shall repay the principal amount of the grant as stated in Section 1.5, plus interest calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 1.20. Recapture Provision.

1.16. Historical and Cultural Resources

If the project involves ground disturbance, prior to commencing construction the Contractor shall complete the requirements of Governor's Executive Order 05-05, or, as a substitute for completion of Governor's Executive Order 05-05, Contractor shall complete Section 106 of the National Historic Preservation Act. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the Board and the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact the concerned tribe's cultural staff or committee and the DAHP.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to Attachment I: SCOPE OF WORK.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend ATTACHMENT I: SCOPE OF WORK, the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

1.17. Signage, Markers, and Publications

If, during the period covered by this Contract, the Contractor displays or circulates any communication, publication, or donor recognition identifying the financial participants in the project, any such communication or publication must identify "The Community Economic Revitalization Board" as a participant.

1.18. Prevailing Wage Law

The project funded under this Contract is subject to state prevailing wage law (Chapter 39.12 RCW). The Contractor is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine the prevailing wages that must be paid. The Board is not responsible for determining the prevailing wages applying to this project or for any prevailing wage payments that may be required by law.

1.19. Insurance: Self-Insured Contractors

With prior approval from the Board, the Contractor may provide insurance coverage under a self-insured/ liability pool or self-insured risk management program. In order to obtain permission from the Board, the Contractor shall provide:

i. a description of its self-insurance program, and

ii. a certificate and/or letter of coverage that outlines coverage, limits, and deductibles.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

i. Governmental Accounting Standards Board (GASB),

ii. Financial Accounting Standards Board (FASB), and

iii. The Washington State Auditor's annual instructions for financial reporting.

Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to the Board a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Contract.

Employers Liability ("Stop Gap") Insurance. In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident of $1,000,000 each employee for bodily injury or disease.

Excess Coverage. By requiring insurance herein, the Board does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Board in this Contract.

Unemployment and Industrial Insurance. The Contractor shall be in full compliance with all state unemployment and industrial insurance laws while performing work under this Contract. The Board will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of this Contract.

Protection of Project Property, Contractor's Assumption of Risk. The Contractor shall continuously maintain adequate protection of all the project work from damage and shall protect the property from injury or loss arising in connection with this Contract. The entire work of the Contractor shall be at the sole risk of the Contractor. The Contractor may elect to secure fire, extended coverage, and vandalism insurance or all-risk insurance to cover the project work during the course of construction. The Contractor shall take all necessary precautions for the safety of employees working on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injuries to persons, on, about, or adjacent to the premises where the work is being performed.

1.20. Recapture Provision

[SECTION DELETED - Title retained for contract continuity]

1.21. 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 Washington State Governor or Legislature during the Contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of the Board, and shall meet and renegotiate the Contract accordingly.

1.22. Reappropriation

The parties hereto understand and agree that any state funds not expended by the **BIENNIUM CLOSE DATE** listed on the Declarations Page will lapse on that date unless specifically reappropriated by the Washington State Legislature, in a budget or budget amendment proposed by the Legislature or Governor, and approved as law. CERB will make all necessary efforts to seek reappropriation of funds into the next biennium following the declared **BIENNIUM**. If funds are so reappropriated, CERB's obligation under the terms of this Contract shall be contingent upon the terms of such reappropriation.

Part 2. GENERAL TERMS AND CONDITIONS

2.1. Definitions

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. **"Authorized Representative"** shall mean the CERB Chair and/or the designee authorized in writing to act on the Chair's behalf.

B. **"Contractor"** shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

C. **"BOARD"** shall mean the Community Economic Revitalization Board created in Revised Code of Washington (RCW) 43.155.160, and which is a Party to the Contract

D. **"Personal Information"** shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

E. **"State"** shall mean the state of Washington.

F. **"Subcontractor"** shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2. Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6. APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

2.9. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Board's requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

Contractors expending $100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

Grantor agency name
State program name
BARS account number
Grantor
Agency contract number
Contract award amount including amendments (total grant award)
Beginning balance
Current year revenues
Current year expenditures
Ending balance
Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Chair.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or by sending a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the BOARD.
- Copy of the Management Letter.

2.10. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide THE BOARD with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15. DISPUTES

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 with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.18. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.22. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (11).

B. Boards of directors or officers of non-profit corporations - Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

F. Housing assistance program, Chapter 43.185 RCW

G. Interlocal cooperation act, Chapter 39.34 RCW.

H. Noise control, Chapter 70.107 RCW.

I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

J. Open public meetings act, Chapter 42.30 RCW.

K. Prevailing wages on public works, Chapter 39.12 RCW.

L. Public records act, Chapter 42.56 RCW.

M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.

N. Shoreline management act of 1971, Chapter 90.58 RCW.

O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.

Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.

R. State environmental policy, Chapter 43.21C RCW.

S. State Executive Order 05-05 Archeological and Cultural Resources.

2.23. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.24. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25. Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28. PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

2.29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs

2.30. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board.

2.31. RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract.

2.32. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

2.33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.36. 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 this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.37. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.38. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40. TERMINATION FOR CAUSE / SUSPENSION

In event the Board determines that the Contractor failed to comply with any term or condition of this Contract, the Board may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Contract or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

2.41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.42. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the Board, the Contractor shall:

A. Stop work under the Contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;

C. Assign to the State all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Board has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Board; and

D. Preserve and transfer any materials, contract deliverables and/or the Board property in the Contractor's possession as directed by the Board.

Upon termination of the Contract, the Board shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

2.43. 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 and signed by Authorized Representative of the Board.

ATTACHMENT I: SCOPE OF WORK

COMMUNITY ECONOMIC REVITALIZATION BOARD
Community Revitalization Grant

City of Burien

13-96303-016

Project Title:

Downtown Burien Bike Rack Project

The project's scope of work is comprised of the following activities:

Build and install artist-designed steel bike racks throughout the city.

If the above scope of work includes engineering, planning, or design activities, the Contractor shall make all plans and documents funded in whole or in part by this Contract available for the Board's review upon reasonable request.

PROJECT COMMENCEMENT
The CERB funded portion of the project must commence construction within 12 months of contract execution.

PROJECT COMPLETION
The CERB funded portion of the project must be completed within 12 months of project commencement.

The Contractor, by its signature below, certifies that the project's scope of work and performance measures set forth above have been reviewed and approved by the Contractor's governing body as of the date and year written below.

Michael Lafreniere
Signature

MICHAEL LAFRENIERE
Name

DEPT. DIRECTOR
Title

11/27/12
Date

ATTACHMENT II: CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

COMMUNITY ECONOMIC REVITALIZATION BOARD
Community Revitalization Grant

City of Burien

13-96303-016

Project Title:

Downtown Burien Bike Rack Project

The Contractor, by its signature below, certifies that all contractors and subcontractors performing work on the project as described in Attachment I: SCOPE OF WORK shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the project funded by this Contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

If any state funds are used by the Contractor for the purpose of construction, applicable State Prevailing Wages must be paid.

The Contractor, by its signature below, certifies that the declaration set forth above has been reviewed and approved by the Contractor's governing body as of the date and year written below.

Michael Lafreniere
Signature

MICHAEL LAFRENIERE
Name

DEPT. DIRECTOR
Title

11/27/12
Date

WASHINGTON STATE
DEPARTMENT OF COMMERCE

Form A19-1A

VOUCHER DISTRIBUTION
DEPARTMENT OF COMMERCE
PO BOX 42525
OLYMPIA, WA 98504-2525

AGENCY NUMBER	Short Code	Commerce Contract Number
1030		13-96303-016

VENDOR OR CLAIMANT (Warrant is to be payable to:)

City of Burien
400 SE 152nd Street
Burien WA, 98166-

Contact Person:	
Phone:	
Contract Period	
REPORT PERIOD	

INSTRUCTIONS TO VENDOR OR CLAIMANT:
Submit this form to claim payment for materials, merchandise, or services.
Show complete detail for each item.

Vendor's Certificate: The individual signing this voucher below warrants they have the authority to do so as authorized and on the behalf of the entity identified in the Vendor/Client section. The individual signing below certifies under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

By:
(SIGN IN BLUE INK)
(TITLE) (DATE)

Date	DESCRIPTION	Budget	Previously Requested	Amount of This Invoice	Award Remaining Balance
	Contract Amount	$10,000			$10,000
	Totals			$0.00	$10,000

Match: Year / Dollars / Coding

PROGRAM APPROVAL (the individual signing the voucher warrants they have the authority to sign this voucher)

DATE

DOC DATE	CURRENT DOC. NO.	REFERENCE DOC NO.	VENDOR NUMBER and SUFFIX
ACCOUNT NO.		ASD NUMBER	VENDOR MESSAGE

TRANS CODE	MASTER	INDEX	SUB OBJ	SUB SUB OBJ	GL	ACCT	SUBSID	AMOUNT	INVOICE

SIGNATURE OF ACCOUNTING PREPARER FOR PAYMENT — DATE

ACCOUNTING APPROVAL FOR PAYMENT — DATE

WARRANT TOTAL

Prepared on 2/21/2013

Burien Contract # 3772

City of Burien, Washington
Contract Routing Sheet

Name of Contracting Party: Washington State Dept. of Commerce

Project Name/Description: **Amendment A to Grant for Downtown Bike Racks**

Contract Amount: No Cost Extension
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

☐ Architectural/Engineering ☐ From Engineering Roster ☐ Advertised Bidding Done ☐ Professional Services (Non-Engineering) ☐ 3 Bids received ☐ Direct Negotiation	☐ Construction ☐ Informal Bidding Process Done-3 bids (less than $20,000/$35,000) ☐ From Small Works Roster ($20,000/35,000 to $100,000) ☐ Competitive/Advertised Bidding Done (Over $100,000) ☐ Other: _____	☐ Human Services/Arts &Culture/City Match ☐ Other: _____ ☒ Contract Amendment to Contract No. 3772

(Please attach a list of all bids received)

Is this contract authorized in the current year's budget? ☐ Yes ☐ No

If budgeted, list Fund/Dept.: General Fund – Parks & Rec.

Page # in Budget: _____ Budget line item amount: $_____

BARS Account Number: _____

Is a budget amendment needed? ☐ Yes ☒ No Amount? $_____

Date of Council Approval: _____

REVIEWED BY:

Contract Manager: Michael Date: _____

Department Director: _____ Date: _____

Management Analyst: L Fleming Date: 6-13-13

Routing Instructions:	**Contract File Checklist:**
☐ Send original to Contractor for their signature and then provide a copy of the fully signed contract to _____	☐ Purchase Order #_____ ☐ Tax ID Form ☐ Current Business License #_____ ☐ Insurance Certificate ☒ Contract Fully Signed
☐ Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____	
☐ Other (Please describe) _____ _____	

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

June 6, 2013

Michael Lafreniere
City of Burien
400 SW 152ND ST, Suite 300
Burien, WA 98166-1973

RE: Amendment to CERB Grant Contract 13-96303-016

Dear Mr. Lafreniere:

Enclosed is a fully executed original of an amendment to your CERB Grant Agreement 13-96303-016. Please keep this original with the other local records related to your approved Community Economic Revitalization Board Grant Agreement.

If you have any questions or need additional information, please do not hesitate to call me at (360) 725-2741 or email me at Denise.Fry@Commerce.wa.gov.

Sincerely,

Denise K. Fry
Contracts Administration Unit
Project Manager
Enclosure

Contract Number: 13-96303-016
Amendment Number: A

Washington State Department of Commerce
Community Economic Revitalization Board
Community Revitalization Micro Grant Program

1. Contractor City of Burien 400 SW 152nd Street, Suite 300 Burien, WA 98166-1973	**2. Contractor Doing Business As** N/A
3. Contractor Representative N/A	**4. CERB Representative** Janea Eddy CERB Program Assistant 360.725.3151 Janea.Eddy@commerce.wa.gov P.O. Box 42525 Olympia, WA 98504-2525

5. Original Contract Amount	6. Amendment Amount	7. New Contract Amount
$10,000.00	$0.00	N/A

8. Amendment Funding Source	9. Amendment Start Date	10. Amendment End Date
Federal: State: X_ Other: N/A:	July 1, 2013	24 months from original contract execution date (provided that funds are re-appropriated for the 2013-2015 biennium)

11. Federal Funds (as applicable):	Federal Agency:	CFDA Number:
N/A	N/A	N/A

12. Amendment Purpose:
To extend the contract end date for this CERB Administered Economic Development, Innovation, & Export Grants Program project.

CERB, defined as the Community Economic Revitalization Board, and the Contractor acknowledge and accept the terms of this Contract As Amended and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and all other documents incorporated by reference. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between CERB and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

FOR THE CONTRACTOR	FOR CERB
Michael Lafreniere Michael Lafreniere Department Director 5/16/13 Date	Mark Urdahl, Chair Community Economic Revitalization Board 6/5/2013 Date **APPROVED AS TO FORM ONLY** **Signature on file** Sandra Adix Assistant Attorney General 5/6/13 Date