



CONNECTING PEOPLE  
& STRATEGIES TO DRIVE  
MAINE'S ECONOMY

# REVITALIZEME GRANT MANUAL

In Partnership with the  
Maine Historic Preservation Commission

REvitalizeME is supported through a grant from the Historic Preservation Fund, Historic Revitalization Subgrant Program, as administered by the National Park Service, Department of the Interior

## REvitalizeME GRANT PROGRAM SCHEDULE

December 10, 2019	Mandatory Pre-Application Webinar <a href="https://zoom.us/webinar/register/WN_IRXObGHMTbqN3Z4TaxTzsw">https://zoom.us/webinar/register/WN_IRXObGHMTbqN3Z4TaxTzsw</a>
February 1, 2020	Last day to submit <u>draft</u> applications for technical review (optional)
February 28, 2020	Applicants submitting <u>final</u> applications before 5:00 PM on this day will be notified if the application is incomplete. If an application is received after February 28, 2020 at 5:00pm, and the application is incomplete then the application will be disqualified from the application pool.
March 1, 2020	Final applications due by 11:59 PM
April 1, 2020	Award Notification Letters Mailed
April-June 2020	Grant Agreements awarded and signed, review of project by the National Park Service; documentation of existing conditions.
September 30, 2020	First Interim Report due
March 31, 2021	Second Interim Report due
September 30, 2021	Third Interim Report due
March 31, 2022	Fourth Interim Report due
September 1, 2022	Final report due; all projects completed; all billing completed.

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## INTRODUCTION

The Maine Development Foundation (MDF) and its partner, the Maine Historic Preservation Commission (Commission) are administering a new grant program for historic preservation and economic development entitled REvitalizeME. REvitalizeME is supported through a grant from the Historic Preservation Fund Historic Revitalization Subgrant Program as administered by the National Park Service, Department of the Interior. MDF is a non-partisan, statewide public-private organization that works to drive sustainable economic growth in Maine. The Maine Downtown Center (MDC), a program of MDF, serves as a statewide resource for downtown revitalization and the state coordinator of the National Main Street Program.

REvitalizeME proposals may be submitted for: pre-development (architectural plans and specifications) and development grants to historic properties for preservation, restoration, rehabilitation, or energy efficiency projects in the downtown areas of communities currently or recently served by MDF's MDC (listed below). The properties eligible for this subgrant program will be those that provide infrastructure (broadly defined) that contribute to the social and economic life of the town and the surrounding area, and that represent the history of the local community. In order to stimulate local investment, subgrants will be matched by the recipients at a percentage of the project based on a sliding scale reflective of population.

The purpose of this manual is to familiarize applicants with the policies and requirements of the 2019 REvitalizeME program, and to explain the application procedures. Grant recipients are required to be in compliance with Federal and State laws and regulations governing administration of the 2019 REvitalizeME program. **APPLICATIONS MUST BE SUBMITTED BY MARCH 1, 2020.**

### Quick Facts about REvitalizeME

- The minimum grant award for pre-development projects is \$10,000 and the maximum is \$50,000.
- The minimum grant award for development projects is \$50,000 and the maximum is \$250,000.
- Approximately \$640,000 is expected to be awarded as grant funding.
- This is a matching grant. Recipients will be required to raise a portion of the project cost.
- Recipients of grant funds awarded for the physical preservation of a historic property are required to sign a Preservation Agreement with the Maine Historic Preservation Commission for a term of between 15 and 20 years.
- All projects funded through this program, must meet the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*.
- Tax credit projects cannot use REvitalizeME grant funds AND take Federal Historic Preservation Tax credits on the same project work. However, funding from this grant can be used for pre-development work for a project that will make use of tax credits during the development phase.
- Grants are only available for projects in the downtown areas of the following communities:

Augusta	Bar Harbor	Bath	Belfast
Biddeford	Brunswick	Bucksport	Calais
Camden	Caribou	Damariscotta	Dover-Foxcroft
Eastport	Gardiner	Gorham	Hallowell
Houlton	Kennebunk	Kingfield	Lisbon
Machias	Madawaska	Millinocket	Norway
Presque Isle	Rockland	Rumford	Saco
Sanford	Skowhegan	Stonington	Waterville
Westbrook			

## CHAPTER 1: DEFINITIONS

**Commission.** "Commission" shall mean the Maine Historic Preservation Commission.

**Governmental Agencies.** "Governmental agencies" shall mean agencies of State government, counties and other political subdivisions of the state.

**Grantee.** "Grantee" refers to those who are the recipients of the REvitalizeME grant funds.

**Historic Preservation Fund (HPF).** "Historic Preservation Fund" or "(HPF)" shall mean the source from which federal monies are appropriated to fund the program of matching grants-in-aid to the States and other authorized grant recipients for carrying out the Purpose of the National Historic Preservation Act of 1966, as authorized by Section 108 of the Act.

**Historic Property(ies).** "Historic Property(ies)" shall mean any prehistoric or historic district, site, building, structure or object included in the National Register of Historic Places, including artifacts, records, and material remains related to such a property or resource.

**Maine Development Foundation (MDF).** MDF is a non-partisan, statewide organization that drives sustainable economic development in Maine through their programs that focus on trusted research, leadership development and creative partnerships.

**Maine Downtown Center (MDC).** MDC is a program of MDF. MDC serves as the statewide coordinator for the National Main Street Center Program and as a statewide resource for downtown revitalization.

**National Register of Historic Places (Register).** The National Register of Historic Places is the official list of the Nation's cultural resources worthy of preservation. Authorized under the National Historic Preservation Act of 1966, the National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect out historic and archeological resources. The Register is administered by the National Park Service under the Secretary of the Interior.

**Non-profit Organizations.** "Non-profit organizations" shall mean organizations granted tax-exempt status by the Internal Revenue Service.

**Preservation.** "Preservation" as defined by the Secretary of the Interior's Standards is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property.

**Preservation Agreement.** A Preservation Agreement is a legal document executed between the State and the property owner in which the property owner of record encumbers the title of the property with a covenant running with the land, in favor of and legally enforceable by the State. The property owner of record (and, if applicable, the holder of the mortgage) must be the executors of the preservation agreement whether or not the owner is the recipient of the grant award.

**Program Director.** "Program Director" shall mean the program director of the Maine Downtown Center, Maine Development Foundation and the Program Director of the REvitalizeME Program.

**Recipient. (see Grantee)**

**Register.** "Register" shall mean the National Register of Historic Places.

**Rehabilitation.** "Rehabilitation" as defined by the Secretary of the Interior's Standards acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character.

**Restoration.** "Restoration" as defined by the Secretary of the Interior's Standards is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular

period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

**Secretary of the Interior's Standards (SOIS).** "Secretary of the Interior's Standards" shall mean The [Secretary of the Interior's Standards for the Treatment of Historic Properties](#), 1995, 36 CFR Part 68 or [the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation](#), 1983, 48 CFR 4471.6 and the specific standards and guidelines for Preservation Planning, Identification, Evaluation, Registration, and Documentation (historical, architectural and engineering, archaeological) that it encompasses.

**State Historic Preservation Office (SHPO).** The Maine Historic Preservation Commission is the State Historic Preservation Office for Maine.

## CHAPTER 2. ELIGIBILITY REQUIREMENTS

- A. **APPLICANTS:** Non-profit organizations, government entities, educational organizations, and private property owners who own buildings or structures listed in, or eligible to be listed in, the National Register of Historic Places (Register).
- B. **PROPERTIES:** To apply for a subgrant the property must meet ALL the following conditions:
1. Be individually listed in the Register, or be classified as a contributing resource within a listed district, at the National, state or local level of significance, or be eligible for listing in the Register and have property owner consent, in writing, to list the property before the end of the project;
  2. Be a non-residential, non-religious building or structure (residential units as part of a mixed-use building are eligible, but not free-standing residential structures);
  3. Be significant under Criterion A or B in the areas of Commerce, Government/Politics, Education, Economics, Entertainment/Recreation, Health/Medicine, Industry, Performing Arts, or Social History, or, under Criterion C for Architecture, Art or Engineering;
  4. Be located in a downtown area of one of the 33 MDC communities classified as current or previous (in the last 5 years) Main Street Maine or Maine Downtown Affiliate Community. See list on page 3;
  5. Be located in a municipality or unorganized territory with a population of 50,000 or less as determined by the 2010 U.S. Census; and,
  6. Be a project that has the potential to catalyze continued investment in the historic downtown.
- C. **ELIGIBLE PROJECTS:** Three types of projects are eligible for funding:
1. **Pre-Development.** Funding is available to support the creation of architectural or engineering plans and specifications.  
  
For pre-development projects the following additional conditions apply:
    - a. All plans must meet the SOIS; and
    - b. Plans and specifications must be developed by a licensed architect or engineer who meets the SOIS professional qualification standards.
  2. **Development.** Buildings, structures, sites and objects listed in the Register deteriorate over time; therefore, these properties require periodic work to preserve and protect their historic significance and integrity. The SOIS in Appendix C defines appropriate treatments for historic properties.  
  
For development subgrant applications the following condition applies:
    - a. Project-specific plans and specifications that meet the SOIS for the Treatment of Historic Properties must be complete at time of application and submitted with application for review.

3. Energy Efficiency projects. Eligible projects may focus on energy efficiency upgrades as a stand-alone project (meeting the minimum grant threshold of \$50,000) or be part of a larger development project.

For proposed energy efficiency applications, the following conditions also apply:

- a. Applicants will be required to have a current (in the last 4 years) energy audit;
- b. Applicants are required to submit the energy audit with the application; and
- c. If applicant is applying for energy efficiency upgrades, please contact MDF Project Director prior to submitting the application. [aball@mdf.org](mailto:aball@mdf.org), 207-512-4906.

## CHAPTER 3. APPLICATION PROCESS

MDF will receive applications through an on-line application at [www.mdf.org](http://www.mdf.org). Supplemental documents will be combined and uploaded as a single pdf. Photographs, architectural plans, specifications and energy audit (if required) will be submitted to MDF via wetransfer.com.

- Photographs: JPEGs or TIFFs at a minimum resolution of 4"x6", 300 dpi. Also upload an index (Word file) with the name of the property, the date taken, and a short description of the image.
- Plans and Specification: PDF, JPGs or TIFFs at a reasonable resolution for reviewers to view. Please have file name reflect property name and description of the document.

### ***Draft Review***

Applicants are encouraged to take advantage of an optional review of draft applications. Commission staff will review all draft submissions for technical completeness and compliance with SOIS and will notify applicants of any errors and/or omissions. The last day to submit an application for draft review is February 1, 2020.

***Application Submission: March 1, 11:59 p.m.***

**Completeness.** All applications will be reviewed for completeness. Incomplete applications that have been received by MDF prior to 5 PM on February 28, 2020 may be returned to the applicant for additional work. Any application that is incomplete after 11:59 on March 1, 2020 will not be considered for funding.

**Compliance.** All grant applications will be reviewed for compliance with Federal regulations.

#### **1. Federal Review: Section 106**

Grant applications will be sent to the Commission for compliance with Section 106 of the National Historic Preservation Act (54 U.S.C.306108) which requires Federal agencies to consider effects to historic properties. Projects that are determined to have an "adverse effect" will not be considered for grant funding. The consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 must be completed prior to the commencement of all grant-assisted construction or ground disturbance on a property.

#### **2. Federal Review: Section 110(f)**

Grant applications for projects involving a National Historic Landmark (NHL) will be sent to the Commission for compliance with Section 110(f) of the National Historic Preservation Act (54 U.S.C.306107) which requires Federal agencies to protect NHLs from harm. Projects that are determined to have an "adverse effect" will not be considered for grant funding. The consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 must be completed prior to the commencement of all grant-assisted construction or ground disturbance on a property.

#### **3. Compliance with NEPA**

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended, to determine if the grant projects will have a significant impact on the environment. The Commission will review the applicant-completed NPS Environmental Screening Worksheet, attach the Section 106 findings and forward to the NPS to determine if a Categorical Exclusion found in NPS Director's Order 12 can be utilized.

#### **CHAPTER 4. SELECTION PROCESS**

A Grant Review Committee (GRC) will review all complete subgrant applications and make funding decisions based on the selection criteria in Chapter 5. All grant decisions are at the discretion of the GRC. The GRC will be comprised of representatives of the MDF, the Commission, Maine Preservation, Maine Department of Economic and Community Development, the Maine Downtown Center Advisory Council, and a representative of the Maine Real Estate and Development Association.

## CHAPTER 5. SELECTION CRITERIA

The goal of the REvitalizeME program is to catalyze continued investment in Maine's historic downtowns through historic preservation. Applications will be reviewed by the REvitalizeME Grant Review Committee (GRC) and ranked for funding in accordance with the following criteria.

### A. Historic Significance. 1-4 points

The level of National Register significance of the historic property, (local, state, national, or National Historic Landmark) will determine the number of points it receives for this criterion.

### B. Resource Value to the Community 0-16 points

The level of the resource's value to the community will reflect how broadly the resource is used by the community and the extent to which this project will enhance that value.

#### Current Use: 0-10 points

1. Low impact: resource is used sporadically or does not have a broad cross-section of users, or is recognized as an under-utilized community asset. **1 pt**
2. Moderate impact: resource is recognized as a community asset that is used by many people or groups in the community. **2 pts**
3. Heavy impact: resource is recognized as an integral part of the community, has a broad cross-section of users, or is in constant use. **3 pts**
4. Critical Infrastructure: resource is recognized as providing critical community infrastructure. **4 pts**

#### Post-project use: 0-6 points

1. The value of the resource to the community after the project is completed will be measured in relation to the following variables: social impact, cultural impact, economic impact, infrastructure impact. One point will be given for each variable the project impacts positively. **0-4 pts**
2. Projects establishing new housing will receive one point. **0-1 pt**
3. Projects enhancing the town's position as a destination will receive one point. **0-1 pt**

### C. Project Description 0-10 pts

The project description should thoroughly describe all work elements of the project and identify the project product(s) (such as "slate roof repair"). Points will be awarded based on how well-defined and thought-out the project is.

### D. Methodology 0-15 pts

Applicants will outline the project methodology that will be used to address the project and result in the products outlined above. Points will be awarded based on:

1. How fully the methodology has been developed **0-10 pts**
2. The extent to which the SOIS have been identified and will be met **0-5 pts**. Reference should be made to the appropriate Standards (Restoration, Rehabilitation or Preservation) as set forth in the [SOIS and Guidelines for the Treatment of Historic Properties](#).

### E. Catalyst 0-15 points

Applicants will describe how a project that has the potential to catalyze continued investment in the historic downtown or be able to demonstrate the potential economic impact of the proposed project. Points will be awarded based on:

1. The extent to which the building will be occupied when the project is completed **0-4 pts**
2. The extent to which the project creates permanent jobs in the downtown **0-4 pts**
3. The extent to which the project creates a physically visible change in the downtown **0-4 pts**
4. Other examples as defined by the applicant **0-3 pts**

**F. Community Engagement Project 0-3 points**

The value of the engagement project is measured in the following

Number of community members participating **0-1 pt**

Types of community members participating **0-1 pt**

Ability of project to 'stand on its own legs' after the project is done **0-1 pt**

**G. Public Private Partnerships 0-3 points**

The value of the public private partnerships is measured in the following

Number of partnerships formed or sustained **0-1 pt**

Types of partnerships formed or sustained **0-1 pt**

Ability of partnerships to 'stand on its own legs' after the project is done **0-1 pt**

**H. Ability of Applicant to Complete Project on Schedule 0-4 points**

Measured by assessment of the project schedule and project personnel.

**I. Availability of Adequate Match 0-2 points**

Projects for which all necessary match has been secured will be ranked higher than those for which fundraising is ongoing or has not started.

**J. Budget 0-5 points**

Applicants will describe what steps they have taken to determine the project budget and ensure its accuracy. Applicants who can demonstrate they have followed the steps recommended in Chapter 7, as applicable, will score higher than those who have not. See Chapter 7 for more information.

**K. Administrative Capability 0-5 points**

Applications will be rated on the basis of the applicant's record of past accountability in administering other grants (MHPC, State, Federal or foundation grants) Grantees must have an adequate accounting system, audit procedure, and effective accountability.

**Geographic distribution of applications may be considered. No points.**

**TOTAL POSSIBLE POINTS 82**

## CHAPTER 6. PROGRAM REQUIREMENTS

### A. Community Engagement Project

Between 5% and 20% of the required match must be used to educate and engage the community and produce a Community Engagement Project (CEP) around the topic of revitalization, historic preservation, or the impact the project will have on a certain population or demographic. This could be a segment for community television about the project, a community workshop on a specific preservation topic, or a school field trip to the project site to educate local students. The CEP must be completed within the project period and is an allowable expense in the project budget.

### B. National Register Listing

The project property must be listed in the Register or be determined eligible for listing in the Register at the time the application is submitted. Eligible properties must be listed in the Register by the end of the project period; and the process of listing generally takes a minimum of six months. In order to successfully list a property within the timeframe of the REvitalizeME project, the applicant will mostly likely need the assistance of an architectural historian or preservation consultant. Costs associated with hiring professional assistance to develop the Register nomination and list the property can be included in the project budget. For more information on the Register visit <https://www.maine.gov/mhpc/programs/national-register-of-historic-places/application-process> or talk to Michael Goebel-Bain at the Maine Historic Preservation Commission. [Michael.w.goebel-bain@maine.gov](mailto:Michael.w.goebel-bain@maine.gov), 207-287-5435.

### C. Preservation Agreements for Development Projects

1. A successful grant recipient shall enter into a Preservation Agreement to guarantee maintenance of the building or structure and public benefit requirements. Requirements will vary, depending on the nature of the work to be accomplished with grant monies. Duration of the Agreement for each building or structure will be determined by the amount of the grant award, as follows:

Grant award from \$50,001 to \$100,000: 15-year Preservation Agreement;

Grant award from \$100,001 and above: 20-year Preservation Agreement.

2. The agreement shall substantially conform to the sample Preservation Agreement in Appendix D

### D. Preservation Agreement Documentation

A schedule of character defining features for the project property and associated photographs will be developed at the beginning of the project and appended to the Preservation Agreement. Additional photographs will be taken of the project area at the conclusion of the project and also appended to the Preservation Agreements. The schedule and photographs will be recorded with the Preservation Agreement at the appropriate Registry of Deeds. Applicants are asked to work with a preservation consultant to prepare the schedule and photographs and to include the cost for the consultant in the project budget.

## E. Match

Each project requires a non-federal match. The amount of the match will be a percentage of the total project budget and is determined by the population of the municipality in which the project is located.

Population (based on 2010 Census)	Percent Match
25,000 - 50,000	25 %
10,000 – 24,999	20%
Under 10,000	10%

For example, in a town of 32,000 people, a \$100,000 project could request \$75,000 in grant funds and would be responsible for \$25,000 in non-federal match. If that same project was in a town of 16,000 people, the grant would be \$80,000 and the non-federal match would be \$20,000. In a town with a population of only 6,000 people \$90,000 could be awarded in grant funds and \$10,000 would be expected in non-federal match.

## F. Procurement Actions

REvitalizeME awardees will be required to use Federal Procurement Standards.

<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7> Procurement of any goods and services must be conducted in a manner that provides for maximum open and free competition in compliance with program requirements, including OMB Circular A-102 (43 CFR 12).

The diagram is a slide from the National Park Service, U.S. Department of the Interior. It features the title "Procurement" in large blue font. Below the title, a bullet point states: "Procurement is based on amount and type of purchase - 2 CFR 200.320". The diagram then shows five categories of procurement in light blue rounded rectangles: "Micropurchases" (\$10,000 and less, with sub-categories for services and construction), "Small Purchases" (\$10,001 to \$250,000), "Competitive Sealed Bids" (Formal Advertising - Price Focused, \$250,000 or more), "Competitive Negotiation" (\$250,000 or more, Focus on Qualifications, A/E Services), and "Noncompetitive Negotiation (Sole Source/Volunteer)" (Any amount). At the bottom, a note states: "Documentation that price is 'fair and reasonable' is required for all purchases." The slide number "34" is in the bottom right corner.

Micro-purchases: No competition necessary. Do not split up the cost of a single purchase into smaller purchases in order to make it a micro-purchase.

Small Purchases: Must obtain 3 or more prices. Document the vendors (or suppliers) contacted and their addresses, the price, the selected vendor and how you arrived at the determination that the price is fair and reasonable.

Competitive Sealed Bids - Bids are publicly advertised and solicited and a contract is awarded to the lowest bidder.

Competitive Negotiation - Bids can be sought directly from the grantee (bids do not have to be publicly advertised but may be). Generally used when conditions are not appropriate for the use of sealed bids – such as when selection is based on qualifications rather than price.

**G. Project Period**

Project costs must be incurred between the date by which the grant agreement is executed (signed and dated by both MDF and the grantee) and the project end-date as stipulated by the grant agreement. Costs incurred prior to the execution of the grant agreement or following the end-date are not allowable project costs, nor can they be used as part of the matching share.

**H. Project Scope**

The scope of the project work is stipulated in the grant agreement. Prior to implementing any change, the grantee must request permission from MDF in writing when such changes to the scope of work are necessary. Some changes may be minor in nature and will be allowable by written permission of MDF, however, others will require a grant agreement amendment. In some cases, Federal approval of scope changes will be required, and obtaining this approval will cause delays. So that funding is not jeopardized, the grantee shall notify MDF of requested changes immediately.

**I. Project Budget**

The grantee must notify MDF in writing of any major changes in the budget prior to implementing the change. As a guideline, any increase or decrease of a budget item by more than five percent is a major change. Grantees are requested to notify MDF of under-expenditure of the grant at the earliest possible date, so that if possible the MDF can re-allocate the excess funds to another activity.

**J. Interim Reporting**

As stipulated in the project grant agreement, interim reports are required of all projects, even if no work has been done or costs incurred by the interim report due date. The schedule of due dates for Interim Reports are found in the project contract under the Scope of Work. Interim reporting forms will be provided to grantees for their use.

**K. Final Report**

All grantees must complete a final project report at the conclusion of the project, in addition to any technical report which may be a grant product, before final reimbursement. The products and reporting requirements are specified in Appendix F and in Grant Agreement.

**L. Project Extensions**

No project extensions beyond September 1, 2022 will be given.

**M. Method of Payment**

All grant funds are paid on a reimbursement basis only. Documentation of all expenditures (grant and local matching share) must be submitted to and be audited by MDF. All expenses must be documented with copies of bills and photocopies of both sides of canceled checks. All matching funds must also be documented. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing a pre-approved rate and total dollar value of the donated or in-kind time. The dollar value of donated equipment and donated space must also be documented for approval as match. Reimbursement may be made in installments, although 10% of total grant award will be withheld for final payment pending approval of the project products by MDF.

**N. Federal Laws and Regulations**

Historic Preservation Fund program funds are subject to the provisions of the National Historic Preservation Act of 1966, the Historic Preservation Fund Grants Manual (2007) and subsequent memos and guidance, OMB regulations in 2 CFR 200, and other Federal, State and local laws and regulations. See the sample MDF Grant Agreement in Appendix B for more information.

**O. Maine Human Rights Act of 1972 (5 M.R.S.A § 4551, et.seq.)**

The Human Rights Act of 1972 prohibits discrimination on the grounds of religion or gender. Any person who believes he or she has been discriminated against on these or the above grounds in any program, activity, or facility operated by a recipient of Federal or State assistance should write to: Maine Human Rights Commission, State House Station 51, Augusta, Maine 04333-0051.

**P. Environmental Screening Worksheet.**

Applicants for development projects must complete the environmental screening worksheet and the categorical exclusion form attached to the application.

**Q. Grant Orientation Meeting**

All grant recipients (consisting of the local project manager and the grant recipient's fiscal officer) may be asked to participate in a grant orientation meeting with the Program Director upon receipt of a formal grant notification award letter from MDF. The purpose of the orientation meeting is to confirm the budget and the timetable for completion, and discuss procurement requirements and reimbursement procedures.

**R. Grant Agreement**

1. A successful grantee shall enter into a Grant Agreement that shall include the amount of the grant award, the project schedule, the scope of work for the project, a total project budget and general requirements of the grant award.
2. The Grantee must submit a signed copy of the Grant Agreement with an original signature to MDF prior to commencing any work.
3. This Grant Agreement shall substantially conform to the sample Grant Agreement in Appendix B.

**S. Project Work for Development Projects**

1. All project work shall be accomplished by persons licensed in the State of Maine to practice their profession or trade.
2. Plans and specifications must be developed by a licensed architect or engineer prior to rehabilitation, preservation or restoration work.
3. A final report of the project, including photography, shall be submitted to the Program Director upon completion of the project. See Appendix F for Final Report Format.
4. Project work shall conform to the SOIS.

## **T. Project Sign**

The Grantee must erect and maintain a project sign at the project site for development projects. This sign must: be of reasonable and adequate design and construction to withstand weather exposure; be of a size that can be easily read from the public right-of-way; and be maintained in place throughout the project term as stipulated in the grant agreement. At a minimum, the sign must contain the following statement:

“Restoration/Preservation/Rehabilitation of the [name of property] is being supported in part by a grant from the Historic Revitalization Subgrant Program from the Historic Preservation Fund administered by the National Park Service, Department of the Interior.” Additional information briefly identifying the historical significance of the property or recognizing the Maine Development Foundation and the Maine Historic Preservation Commission is strongly encouraged. Images of the proposed sign must be submitted for approval to MDF (who will submit it to NPS) in advance of the start of construction. The cost of fabricating and erecting this sign is an eligible cost for this grant and should be included in the project budget.

## **U. Photographs Required**

Photographs may be required at three stages in the application/grant project:

1. Application photographs. Photographs of the subject property showing the location(s) of the proposed project work. These photographs can be taken by the applicant.
2. Documentation photographs for Preservation Agreements (development projects only). Photographs will be taken of the property of existing character defining features and condition at the start of the project. These photographs will be taken by a skilled, but not necessarily a professional, photographer. Photographs will follow the size requirements, naming conventions and size specifications in Appendix E Digital Product Submission Guidelines.
3. Project photography (development projects only). These photographs can be taken by the applicant. Photographs will follow the size requirements, naming conventions and size specifications in Appendix E Digital Product Submission Guidelines.
  - a. At least one (1) photograph of the condition of each work category prior to grant funded work.
  - b. At least one (1) photograph of work in progress for each work category.
  - c. At least one (1) photograph of work completed for each work category.
  - d. At least three (3) views of the overall building.

BE SURE TO PLAN FOR PHOTOGRAPHIC DOCUMENTATION IN THE BUDGET.

**IT IS ESSENTIAL THAT GRANTEES READ THE GRANT AGREEMENT WITH CARE.**

## CHAPTER 7. BUDGET

Advance planning that yields accurate estimates and reliable budgets produce successful projects. This is especially true for development projects – “bricks and mortar projects”- where the costs of services and materials can fluctuate greatly between contractors and suppliers. Applicants should take the following recommended steps in order to generate a budget for the project. (Not all steps will be applicable to every project.)

- A. Make sure background documentation, including Historic Structure Reports or Building Condition Surveys, if any, are up to date.
- B. Have a final set of drawings, plans and specifications for the project.
- C. Contact MDF in advance to ensure that the drawings, plans and specifications for the project meet the SOIS.
- D. Make background documentation and drawings, plans and specifications available for review when soliciting estimates. Provide an opportunity for on-site walkthrough.
- E. Solicit estimates from as many qualified providers as possible before completing the project budget in the application. Submit all estimates with the application. Remember, consultants and contractors cannot be hired until after a signed and approved grant agreement has been executed with MDF.
- F. Carefully calculate labor costs. Any minimum wage labor (paid or donated) must be calculated at the Executive Order minimum wage rate, or at the state minimum wage rate, whichever is higher. Currently the higher of the two is the state minimum wage, which is at \$11.00 per hour. On January 1, 2020 the state minimum wage will rise to \$12.00 per hour. Consult <https://www.dol.gov/whd/flsa/eo13658/index.htm> to see if the Executive Order minimum wage rate will increase beyond the Maine state minimum wage during the course of the project.
- G. Be certain to include donated time or services as costs.
- H. Have a process in place to track costs and payments and a person responsible for this process so that any changes to the budget can be identified as early as possible.
- I. Calculate the non-federal match carefully. Remember, the match is a percentage of the overall project budget and based on population. See page 13 for sliding scale.
- J. Include a line item for professional services personnel who meet the SOIS Professional Qualification Standards if such a person is not already part of the project team.
- K. Be aware that grant agreement awards cannot be made to a former employee, contractor or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement.

## CHAPTER 8. FUNDING REQUIREMENTS

Minimum grant awards for this program will be \$10,000 for pre-development projects and \$50,000.00 for development projects. Eligible match will be cash, in-kind or volunteer qualified professional labor for the project only, unless approved otherwise by the MDF. In some cases, donated equipment or donated space, if a significant and essential component of the project, may be used as matching share. All match must be from non-Federal sources, except for Community Development Block Grants. Expenditures will be reimbursed only if they are part of the contracted budget and: a) are in payment of an obligation incurred during the grant period; b) are necessary for the accomplishment of approved project objectives; c) conform to appropriate Federal cost principals (OMB Circulars A-87 and A-122); and d) are approved in advance as necessary.

The following lists of allowable and unallowable costs is excerpted from the Historic Preservation Fund Grants Manual, Chapter 13 Standards for Allowability of Costs available at [https://www.nps.gov/preservation-grants/HPF\\_Manual.pdf](https://www.nps.gov/preservation-grants/HPF_Manual.pdf) See Also [https://obamawhitehouse.archives.gov/omb/circulars\\_a087\\_2004](https://obamawhitehouse.archives.gov/omb/circulars_a087_2004)

### A. Allowable Costs.

1. Accounting Costs.

The cost of establishing and maintaining accounting and other fiscal information systems is allowable.

2. Advertising and Public Relations Costs.

Advertising media include newspapers, magazines, radio and television programs, direct mail, exhibits, and the like (See Chapter 13 Section B.4.) Allowable advertising costs are those which are solely for: recruitment of personnel necessary for the grant program; the procurement of goods and services required for the performance of the grant agreement; and notices required by Federal or State regulations pertaining to the program.

Public Relations costs are allowable when: (1) specifically required by the Federal award and then only as a direct cost; (2) incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award and then only as a direct cost; or (3) necessary to conduct general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc. (Also see Public Information Costs, Section B.36, below.)

3. Automatic Electronic Data Processing.

The cost of data processing services is allowable (also see Section B.17, regarding Equipment).

4. Communications.

Communication costs incurred for telephone calls or service, mail, messenger, and similar communication expenses necessary for and directly related to grant program operations are allowable.

5. Compensation for Personnel Services (including Fringe Benefits).

For State and local governments, compensation for personnel services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries and fringe benefits. Such compensation is allowable to the extent that it satisfies the specific requirements of the OMB Cost Principles and that the total compensation for individual

employees: is reasonable for the services rendered, and conforms to the established policy of the governmental unit consistently applied to both Federal and nonfederal activities; follows an appointment made in accordance with State, local, or Indian tribal government laws and rules and which meets other requirements required by Federal law, where applicable.

See HPF Grants Manual Chapter 13, pages 13-3 to 13-7 for complete discussion of Compensation and Personnel Services costs. [https://www.nps.gov/preservation-grants/HPF\\_Manual.pdf](https://www.nps.gov/preservation-grants/HPF_Manual.pdf)

6. Development Costs.

Development costs incurred by a subgrant, contract or force account as follows are allowable when such work complies with the SOIS for the Treatment of Historic Properties and with the provisions of Section K of Chapter 6 of the Historic Preservation Fund Grants Manual:

- a. Costs of exterior work, structural work, and necessary improvements in wiring, plumbing, and other utilities;
- b. Costs of interior restoration if the public is to have access to the interior in accordance with public benefit policies.

7. Equipment and Other Capital Expenditures.

Any article of nonexpendable tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or less is defined as supplies, and is allowable as a direct cost, without specific prior NPS approval, if necessary for the performance of the grant. (See Section C.2 of this Chapter for prior approval of items costing more than \$5,000.) When replacing equipment purchased with Federal funds, the grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement equipment. Capital expenditures which are not charged directly to a Federal award may be recovered through use allowances, or depreciation (see Section B.13).

8. Exhibits.

Costs of temporary exhibits relating specifically to grant assisted program operations, accomplishments, or results are allowable. (See Section D.29 for unallowable exhibition costs.)

9. General Conditions for Construction Contracts.

This term, used in construction cost estimates, bids, and construction administration documents, refers to provisions by the general contractor of miscellaneous requirements to other contractors and subcontractors, thereby eliminating the duplication and expense of each trade providing its own temporary facilities. General conditions including, but not limited to, temporary heat, power, lighting, water, sanitary facilities, scaffolding, elevators, walkways and railings, construction office space and storage, as well as cleanup, security, and required insurance, permits, and surety bonds, are allowable when identified as a line item in the project application. (See Section D.9. for contingency costs, and D.22 for insurance costs, which are unallowable.)

10. Indirect Costs.

Indirect costs are allowable only in accordance with the applicable indirect cost principles and when based on a current approved or provisional rate awarded by the cognizant Federal agency. (See Chapter 12; also see Section D.21 of Chapter 13.)

11. Insurance and Indemnification.

Costs of hazard and liability insurance to cover personnel or property directly connected with the grant-assisted program or project site required or approved and maintained pursuant to the grant agreement are allowable during the grant period. Costs of other insurance in connection with the general conduct of activities are allowable if maintained in accordance

with sound business practice, except that the types and extent and cost of coverage or of contributions to any reserve covering the risk of loss of, or damage to, Federal Government property are unallowable except to the extent that the NPS has specifically required or approved such costs. (See OMB Circular A-87, Item B.25, for the allowability of self-insurance reserves.) For nonprofit grantees, see OMB Circular A-122, Item 18. (Also see Section D.22 for certain unallowable insurance costs.)

12. Interpretive Signs.

The costs of purchasing and installing (but not maintaining) a minimum number of interpretive or informational markers or signs at grant-assisted historic buildings and structures and archeological sites are allowable with prior review and approval by NPS.

13. Landscaping.

Costs of landscaping are allowable as follows:

- a. Restoration, rehabilitation, stabilization, or protection of a well-documented historic landscape listed in the National Register of Historic Places either individually, or as a contributing element to a National Register property;
- b. Grading for purposes of drainage, building or site safety, and protection of a National Register listed property;
- c. Improvements necessary to facilitate access for the disabled to a National Register listed property; or
- d. Revegetation to stabilize and protect an archeological site or other National Register property.

(Note: Non-historic features such as parking lots, street paving, street lamps, and benches are not eligible for grant assistance.)

14. Materials and Supplies.

The cost of materials and supplies necessary to carry out the grant program is allowable. Purchases made specifically for the grant program should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing, consistently applied. Incoming transportation charges are a proper part of materials and supplies costs.

15. Plans and Specifications.

Costs of architectural plans and specifications, shop drawings, and/or other materials required to document and plan development project work according to the SOIS for the Treatment of Historic Properties are allowable.

16. Professional and Consultant Service Costs.

- a. Costs of professional and consultant services rendered by persons or organizations that are members of a particular profession or possess a special skill, whether or not officers or employees of the grantee, are allowable, subject to the provisions of Chapter 5 of the Historic Preservation Fund Grants Manual and subject to the subsections below, when reasonable in relation to the services rendered, and when not contingent upon recovery of the costs from the Government (i.e., contingent fees are prohibited).
- b. Factors to be considered in determining the allowability of costs in a particular case include: 1) the nature and scope of the service rendered in relation to the service required; 2) the necessity of contracting for the service, considering the grantee organization's capability in a particular area; 3) the impact of grants on the grantee

organization; (4) the qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-government contracts and grants; and 5) the adequacy of the contractual agreement for the service (i.e., description of the service and products to be provided, estimate of time required, rate of compensation, and termination provisions).

- c. Retainer fees supported by evidence of bona fide services available or rendered are allowable.
- d. Costs of legal, accounting, and consulting services, and related costs incurred in the prosecution of claims against the Government are unallowable. (See Section D.33.)
- e. Written agreements shall be executed between the parties which detail the responsibilities, standards, and fees.

#### 17. Compensation for Consultants.

No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with grant funds, or when such services are contributed as nonfederal share. This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120 percent of a GS-15, step 10 salary (as of January 2019 this rate is \$96.05/hour). When consultant services rates exceed this rate, only the amount up to that rate can be charged to the grant, or be claimed as nonfederal matching share costs. Where consultants are hired at salaries above that rate, the excess costs must be paid outside the historic preservation grant (and nonfederal share).

For nonprofit grantees, also see OMB Circular A-122, Item 37.

#### 18. Public Information Services Costs.

Public information services costs include the costs associated with newsletters, pamphlets, news releases, films, videotapes, and other forms of historic preservation related information services.

- a. Allowable costs are those normally incurred to:
  - 1) inform or instruct individuals, groups, or the general public about specific historic preservation activities, accomplishments, and issues that result from performance of the grant;
  - 2) interest individuals and organizations in participating in grant supported programs of the grantee and the achievement of NPS approved work program objectives;
  - 3) provide necessary stewardship reports to State and local government agencies, contributing organizations, and the like; or to 4) disseminate the results of grantee sponsored activities to preservation professionals, interested organizations, and the general public.
- b. Within the foregoing parameters, public information services which (1) are not directly related to historic preservation or NPS approved activities, or (2) are costs related to fundraising appeals are unallowable. Public information costs are allowable as direct costs only. For nonprofit organizations, see OMB Circular A-122, Item 37.

#### 19. Publication and Printing Costs.

Costs of printing and reproduction services necessary for grant administration are allowable. Publication costs of reports or other media relating to grant program accomplishments or results are allowable when necessary to comply with grant supported program or project requirements, such as Final Project reports, publications undertaken at the written direction of NPS, as well as other publications necessary for grant assisted program administration. See

Chapter 3, Section D.3. In addition, for nonprofit organizations, see OMB Circular A-122, Item 38.

20. Rental Costs.

Rental of office space is allowable, subject to the provisions of Chapter 12, Section C, and OMB Circular A-87, Item B.38. The cost of office space in privately or publicly owned buildings used for the benefit of the grant program is allowable subject to the following conditions: (1) the total cost of space, in a privately or publicly owned building, may not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality; (2) the cost of space procured for grant program usage may not be charged to the program for periods of non-occupancy without authorization of NPS. For nonprofit organizations, see OMB Circular A-122, Item 43.

Equipment rental is allowable only to the extent that the equipment is only needed for a short time and it would not be more cost effective to purchase the equipment.

21. Research.

Costs of historical, architectural, and archeological research necessary for project accomplishment are allowable. Purely archival research is unallowable.

22. Signs.

A sign acknowledging Historic Preservation Fund assistance at the construction project site during the grant period is required. The cost to produce the sign is allowable and the design must be reviewed and approved by NPS prior to production and installation. [See Chapter 6, Section K.2.b.3]]

23. Travel.

Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees traveling on official business incident to the grant program. Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip, and results in charges consistent with those normally allowed in like circumstances in non-Federally sponsored activities. Lodging costs must be documented by a receipt in order to be eligible for reimbursement under the grant. <https://www.irs.gov/tax-professionals/standard-mileage-rates>

*The costs of lodging and per diem are not normally allowed but in extraordinary circumstances may be allowed for projects which are located more than 50 miles from the grantees offices.*

**B. Unallowable Costs.**

1. Archival Research.

Costs of purely archival research are unallowable. Grant-assisted research must directly relate to achieving the purposes of the grant program.

2. Alcoholic Beverages.

Costs of Alcoholic Beverages are unallowable.

3. Archeological Salvage.

Costs of data recovery unrelated to increasing an understanding of a National Register property are unallowable. (See Chapter 6, Section K.4.d)

4. Conditional Donations.

Any donation of real property containing a reversionary provision to the donor which can be exercised during the term of the covenant is not eligible as matching share.

5. Contingencies.

Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, or intensity, or with an assurance of their happening, are unallowable. (The term "contingency reserve" excludes self-insurance, pension plan, and post-retirement health benefit reserves computed using acceptable actuarial cost methods; see Section B.12.)

6. Contributions and Donations.

- a. Charitable contributions and donations of grant funds, property, or grant-assisted services are unallowable. For nonprofit grantees, see OMB Circular A-122, Item 8, and see discussion of donations in A-122, Item 10.
- b. The value of services donated by employees or other persons paid with grant funds or other Federal funds is unallowable.
- c. Donated goods (i.e., expendable personal property/supplies and donated use of space) may be furnished to a grantee, subgrantee, or grant supported contractor. The value of the goods and space is not reimbursable as a direct or indirect cost. However, the value of the donations may be used to meet matching share requirements when determined in accordance with the conditions described in Chapter 14.

7. Curation.

Costs of curation or exhibition of artifacts or other materials after the project end date are unallowable.

8. Entertainment.

Costs of entertainment, including amusements, social activities, and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodgings, rentals, transportation, and gratuities) are unallowable. For nonprofit grantees, see OMB Circular A-122, Item 12.

9. Equipment.

Equipment and other capital expenditures are unallowable as indirect costs. (See Section B.13, for the allowability of use allowances or depreciation on buildings, capital improvement, and equipment.)

10. Federal Properties.

Costs related to federally owned properties are not eligible for grant assistance. (However, see Chapter 6, Section H.3.i., for allowable costs for surveys on Federal lands.) Note that the Consolidated Rail Corporation is not an instrumentality of the Federal Government and is therefore eligible for grant assistance. (See 45 U.S.C. 741b.)

11. Fines and Penalties.

Fines, penalties, damages, and other settlements resulting from violations (or alleged violations) of, or failure of the grantee to comply with, Federal, State, local, or Indian tribal laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award or written instructions by NPS authorizing in advance such payments. For nonprofit grantees, see OMB Circular A-122, Item 14.

12. **Fundraising and Investment Management Costs.**  
Expenses and costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, investment counsel, and similar expenses incurred to raise capital or obtain contributions are unallowable. For nonprofit grantees, see OMB Circular A-122, Item 19 for other unallowable fundraising costs.
13. **Honoraria.**  
Payments of grant funds for honoraria are not allowable when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for, a recipient. (Payments for services rendered, such as a speaker's fee at a grant-assisted workshop, are allowable.)
14. **Idle Facilities and Idle Capacity.**  
For State and local government grantees, the provisions of OMB Circular A-87, Item B.24 are applicable. For nonprofit grantees, the provisions of OMB Circular A-122, Item 16, are applicable.
15. **Indirect Costs to Individuals.**  
Indirect costs to individuals under grantee awarded subgrants and contracts are not allowable. "Overhead" or administrative support costs must be charged on a direct cost basis and documented by appropriate supporting documentation.
16. **Insurance and Indemnification.**  
Actual losses which could have been covered by permissible insurance (through an approved self-insurance program or otherwise) are unallowable unless expressly provided for in the grant agreement.
17. **Interest and Other Financial Costs.**  
Costs incurred for interest on borrowed capital or the use of a grantee's own funds, however represented, are unallowable, except as specifically provided in Item B.23 of this Chapter, or when authorized by Federal legislation.
18. **Interpretive Expenses.**  
Interpretive expenses, such as staff salaries or maintenance of interpretive devices (with the exception of purchase and installation costs for such devices in accordance with Section B.24 above) are unallowable.
19. **Lobbying.**  
The cost of certain activities associated with obtaining grants, contracts, cooperative agreements, or loans is an unallowable cost.
20. **Maintenance and Administration.**  
Costs of ongoing maintenance and administration of properties following grant assistance are not allowable, in accordance with Section 102(a)(5) of the Act, as amended. This prohibition is not applicable to the National Trust.
21. **Meals.**  
Costs of meals for grantee employees, Review Board members (including any other State oversight or advisory boards), or Commission members are unallowable except as per diem when such persons are on travel status in conjunction with activities eligible for assistance.
22. **Mitigation Expenses.**  
Costs of mitigation activities performed as a condition or pre-condition for obtaining a Federal permit or license or funding by other Federal programs are not allowable.

23. Museums.

Costs of museum exhibits, staff salaries, and other administrative expenses, including maintenance, are unallowable, if they are not directly related to eligible activities. (See Section B.18.)

24. Nonconformance with Applicable SOIS.

Work performed under grants, subgrants, or other contractual arrangements that do not conform to the applicable Secretary's Standards are unallowable costs.

25. Organization Costs.

For nonprofit grantees, see OMB Circular A-122, Item 27.

Profits and Losses on Disposition of Depreciable Property or Other Capital Assets.

For State and local government and Indian tribe grantees, see OMB Circular A-87, Item B.22.

For nonprofit grantees, see OMB Circular A-122, Item 36.

26. Prohibition on Compensating Intervenors.

Compensation to any person intervening in any proceeding under the Act is unallowable due to the provisions of Section 101(f) of the National Historic Preservation Act. (See Legal Expenses in Section B.27.)

**C. Allowable Match**

1. Cash.

2. Donated services by volunteers who are necessary for the completion of the project will be valued at the Executive Order Minimum Wage or the state minimum wage (currently \$11.00/hour), whichever is higher. Except for persons valued at minimum wage, documentation in the form of resumés and/or other information is required for volunteers. In-kind services performed by full-time staff of the grantee within the scope of their normal responsibilities in excess of their normal working hours is not allowable as match. The Maine minimum wage rate for beginning January 1, 2020 is \$12.00 per hour.

## **CHAPTER 9. ADMINISTRATION**

### **A. General Supervision**

The Program Director shall supervise all grant awards and the projects financed by such awards.

### **B. Applications**

Applications shall be processed according to the procedures set forth in this rule.

### **C. Enforcement**

The terms of the grant award are included in the Grant Agreement. When the Grant Agreement is signed the recipient has agreed to those terms. The Grant Agreement is a legal agreement and requires compliance with all terms. Funding will not be released to the grantee unless reporting and project products are in agreement with the terms in the Grant Agreement.

## **CHAPTER 10. GRANT AWARD PROCEDURES**

### **A. Grant Application Information**

MDF and the Commission will distribute grant applications and grants manuals containing the rules and other information pertaining to administration of REvitalizeME. Announcements will be posted on the MDF's ([www.mdf.org](http://www.mdf.org)) and the Commission's websites (<http://www.maine.gov/mhpc/grants>).

### **B. Grant Review and Implementation Schedule**

February 1, 2020	Last day to submit draft applications for review (optional)
March 1, 2020	Final applications due
March 2020	Review of projects by Grant Review Committee
April 2020	Award letters issues.
April – June, 2020	Contracting, RFP development, baseline documentation for easement; review of contractors and consultants.

### **C. Pre-project Sub-Recipient Responsibilities**

Before work can commence on the grant-funded project the following activities must be completed:

1. The scope of work for the project must be approved by the Commission and revisions made if necessary.
2. The NEPA documentation must be approved by the NPS (development and energy efficiency projects only).
3. The baseline documentation for the Preservation Agreement must be conducted and submitted to MDF (development and energy efficiency projects only).
4. The Preservation Agreement must be signed and notarized (development and energy efficiency projects only).
5. The Grant Agreement with MDF must be signed.
6. A Request for Proposals (RFP) for grant funded work will be generated by the Grantee based on the approved scope of work and then be reviewed by the Commission.
7. The Procurement Documentation form will be completed and submitted to MDF before contracts are signed with consultants, tradespeople, contractors, etc.

**NO PROJECT EXPENSES MAY BE INCURRED PRIOR TO NOTIFICATION FROM MDF TO THE APPLICANT THAT THE LAST STEP ABOVE HAS BEEN SATISFACTORILY COMPLETED.**

## **APPENDIX A: PROFESSIONAL QUALIFICATIONS STANDARDS, 36 CFR Part 61**

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

A. History. The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

- At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
- Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

B. Architectural History. The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history; or a bachelor's degree in architectural history with concentration in American architecture; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following:

- At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
- Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

C. Architecture. The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a State license to practice architecture.

D. Historical Architecture. The minimum professional qualifications in historical architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:

- At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field, and at least one year of full-time professional experience on preservation and restoration projects; or
- At least two years of full-time, professional experience on preservation and restoration projects. Experience on preservation and restoration projects shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

E. Archaeology. The minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or closely related field plus:

- At least one year of full-time professional experience or equivalent specialized training in archaeological research, administration, or management;
- At least four months of supervised field and analytic experience in general North American archaeology;
- Demonstrated ability to carry research to completion; and
- At least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric or historic period for, respectively, professionals in prehistoric or historical archaeology.

In addition, the Commission has established the following requirements for archaeologists in Maine:

- Professional experience in prehistoric and/or historic archaeology in northern New England;
- Institutional or corporate affiliation to ensure fiscal accountability; and
- Commitment from an institution or agency for proper curation of recovered materials.

**APPENDIX B: SAMPLE GRANT AGREEMENT**

Maine Development Foundation  
AGREEMENT TO PURCHASE SERVICES

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, is by and between the Maine Development Foundation, 2 Beech Street, Suite 203, Hallowell, Maine 04347, hereinafter called "MDF," and \_\_\_\_\_, located at \_\_\_\_\_, telephone number \_\_\_\_\_, hereinafter called "Grantee", for the period of Start Date \_\_\_\_\_ End Date \_\_\_\_\_.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by MDF, the Grantee hereby agrees with MDF to furnish all qualified personnel, facilities, materials and services and in consultation with MDF, to perform the services, study and/or projects described herein, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Compliance Information
- Rider B - Budget
- Rider C - Attachments
- Rider D - Exceptions
- Rider E - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the MDF and the Grantee, by their representatives duly authorized, have executed this agreement in two (2) original copies.

Grantee:

By: \_\_\_\_\_

Signature Name and Title Grantee Representative

\_\_\_\_\_

Printed Name and Title, Grantee Representative

Date: \_\_\_\_\_

and

Maine Development Foundation

By: \_\_\_\_\_

Yellow Breen, President & CEO

Date: \_\_\_\_\_

**Total Agreement Amount: \$**

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ \_\_\_\_\_
2. **FUNDING IS PROVIDED FOR** \_\_\_\_\_  
Project Title/Name
3. **INVOICES AND PAYMENTS** Maine Development Foundation (MDF) will pay the Grantee as follows:  
On a reimbursement basis up to the grant agreement amount with documentation of allowable expenditures made and sufficient Grantee match amount per reimbursement request.  
Payments are subject to the Grantee's compliance with all items set forth in this Agreement including executed Lien Waivers for all grant project sub-contractors and subject to the availability of funds. MDF will process approved payments within 30 calendar days of receipt of acceptable request.
4. **BENEFITS AND DEDUCTIONS** If the Grantee is an individual, the Grantee understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by MDF, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to MDF employees will accrue. The individual Grantee will be required to submit a W-9 and will be issued a FORM 1099 by MDF. The Grantee further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by MDF with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
5. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Grantee, and any agents and employees of the Grantee shall act in the capacity of an independent contractor and not as officers or employees or agents of MDF.
6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Grantee shall be submitted to:  
Name: Anne G. Ball  
Title: Program Director, Maine Development Foundation  
Address: 2 Beech Street, Suite 203, Hallowell, ME 04347  
  
who is designated as the Agreement Administrator on behalf of MDF for this Agreement except where specified otherwise in this Agreement.
7. **MDF'S REPRESENTATIVE** The Agreement Administrator shall be MDF's representative during the period of this Agreement. She has authority to curtail services if necessary to ensure proper execution. She shall certify to MDF when payments under the Agreement are due and the amounts to be paid. She shall make decisions on all claims of the Grantee, subject to the approval of the MDF President & CEO.

8. **CHANGES IN THE WORK** MDF may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment (increase or decrease of 5% or more) or any substantive change in the work plan shall be in the form of an amendment, signed by both parties and approved by the Agreement Administrator. Said amendment must be effective prior to execution of the work.
9. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Grantee with any other party for furnishing any of the services herein contracted for without the express written consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Grantee and its employees assigned for services thereunder.
10. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Grantee shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and the written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Grantee of its liability under this Agreement.
11. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Grantee agrees as follows:
- a. The Grantee shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Grantee shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.
- Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- b. The Grantee shall, in all solicitations or advertising for employees placed by or on behalf of the Grantee relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The Grantee shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the

Grantee's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee shall inform the MDF's CEO & President of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against MDF by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Grantee shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Grantee shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **WARRANTY** The Grantee warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, MDF shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
13. **ACCESS TO RECORDS** The Grantee shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Grantee shall allow inspection of pertinent documents by MDF or any authorized representative of the Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and amendments executed on or after April 2, 2020.
14. **TERMINATION** The performance of work under the Agreement may be terminated by MDF in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of MDF. Any such termination shall be effected by delivery to the Grantee of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.
15. **GOVERNMENTAL REQUIREMENTS** The Grantee warrants and represents that it will comply with all applicable federal, state, tribal, and local governmental ordinances, laws and regulations.

16. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against MDF regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Grantee consents to personal jurisdiction in the State of Maine.
17. **MDF HELD HARMLESS** The Grantee agrees to indemnify, defend and save harmless MDF, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Grantee, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) MDF's negligence or unlawful act, or (ii) action by the Grantee taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of MDF in accordance with this Agreement.
18. **NOTICE OF CLAIMS** The Grantee shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Grantee by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.
19. **LIABILITY INSURANCE** The Grantee shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself. MDF shall be named as an additional insured under the grantees insurance policy. Prior to or upon execution of this Agreement, the Grantee shall furnish MDF with written or photocopied verification of the existence of such liability insurance policy.
20. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if MDF does not receive sufficient funds to fund this Agreement, if funds are de-appropriated, or if MDF does not receive legal authority to expend funds from the National Park Service, then MDF is not obligated to make payment under this Agreement.

21. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
  
22. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of all Riders.
  
23. **FORCE MAJEURE** MDF may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
  
24. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained or referenced herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

**25. SCOPE OF WORK AND TIME TABLE**

The Grantee agrees to conduct the project in accordance with the Provider’s 2019 REvitalizeME Grant Application as submitted to Maine Development Foundation, and

[list of specific tasks from grant award]

BEGINNING DATE      Date of signed grant agreement

FIRST INTERIM REPORT DUE    September 30, 2020

SECOND INTERIM REPORT DUE    March 31, 2021

THIRD INTERIM REPORT DUE    September 30, 2021

FOURTH INTERIM REPORT DUE    March 31, 2022

FINAL REPORT & FINAL BILLING    September 1, 2022

**This interim reporting schedule can be only changed with written approval from MDF. Interim reporting forms will be provided to grant recipients for their use.**

**NO PROJECT EXTENSIONS WILL BE GIVEN BEYOND SEPTEMBER 1, 2022**

## 26. DELIVERABLES.

The following products will be submitted to MDF, in the format specified in Appendix E and F of the REvitalizeME Grant manual, prior to receiving the final grant payment:

[List of deliverables from grant award]

## RIDER A COMPLIANCE INFORMATION

The Recipient has been awarded a U.S. Department of the Interior grant-in-aid in an amount not to exceed the dollar value shown on the cover page of this Grant Agreement, for the purpose of developing plans and specifications for the \_\_\_\_\_ project in accordance with the scope of work, and timetable provided with this grant agreement. These federal funds must be matched on a \_\_\_\_\_ basis.

### ARTICLE I – INSURANCE AND LIABILITY

- A. **Insurance.** The Grantee shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.
- B. **Insured.** The federal government shall be named as an additional insured under the Grantee's insurance policy.
- C. **Indemnification.** The Grantee hereby agrees to indemnify the federal government, NPS or MDF from any act or omission of the Grantee, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for anyone claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the Grantee shall provide MDF (who will share with NPS) with confirmation of such insurance coverage.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the Grantee, its officers, employees, or representatives.

To provide workers compensation protection to the recipient, its officers, employees, and representatives.

To cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the Grantee, its agents, and employees.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Grantee in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If NPS determines in

writing, after consultation with the Grantee that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Grantee, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Grantee will constitute termination of the Agreement by NPS.

Flow-down: For the purposes of this clause, "Grantee" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the Grantee and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

## **ARTICLE II – REPORTS AND/OR DELIVERABLES**

The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

**A. Deliverables/ Publications.** The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables, press, and publications concerning NPS grant-supported activities.

1. One digital copy of any deliverable/publication must be furnished to MDF at the expiration of the grant agreement. All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

2. Deliverables/publications include, but are not limited, to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs, invitations and photos, websites, mobile apps, exhibits, and interpretive signs.
3. Refer to the supplemental guidance document "Digital Copies of Grant Products Worksheet" for instructions on creating, naming and submitting digital copies of deliverables/publications.
4. All digital copies must follow this naming convention:  
HRSP\_18\_ME\_MEDevelopmentFdn\_P19AP00428\_ [short file name]
5. All consultants hired by the grantee must be informed of this requirement.
6. The NPS shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use.

**Requirement for Project Sign.** HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the NPS in advance. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement: “[Project Name] is being supported in part by a Historic revitalization Subgrant Program from the Historic Preservation Fund administered by the National Park Service, Department of the Interior”. Additional information briefly identifying the historical significance of the property or recognizing MDF or the Commission is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the Historic Preservation Fund approved signage format that can be provided upon request. Photographs of the sign must be submitted to the Commission at the start of the construction process. The cost of fabricating and erecting this sign is an eligible cost for this grant.

The Grantee may request from MDF a standardized template with the National Park Service logo if desired; but the use of the template and logo is not required.

### **ARTICLE III - EQUIPMENT PURCHASE AND PROPERTY UTILIZATION**

- A. Grantees must obtain written permission from MDF before expending grant funds for tangible, nonexpendable personal property, including exempt property, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- B. Grantees must maintain a property inventory record and comply with the property management requirements set forth in 2 CFR 200.310 through 200.316 and in the *Historic Preservation Fund Grant Manual*, chapter 19, for all items purchased with grant funds.
- C. The Grantee must report on all equipment purchased with grant funds and must report on all equipment with each Interim Report. When Grantees are ready to dispose of equipment purchased with grant funds (under this grant or any past grant) and the equipment retains a value of \$5,000 or more per unit, written disposition instructions must be requested from, and approved by MDF through the submission of an SF428c, Tangible Personal Property Report - Disposition Request/Report.
- D. For the purposes of this article, "Grantee" includes equipment purchase and property utilization by such Subrecipients, contractors, or subcontractors awarded a subgrant from MDF.

### **ARTICLE IV – MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by MDF.
- B. Additional conditions may be imposed by MDF if it is determined that the Grantee is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

### **ARTICLE V – AWARD AND PAYMENT**

- A. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the Period of Performance start date of the Agreement, and may be

incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from MDF. The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the Period of Performance end date stipulated in the award.

- B. Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Grantee in its regular operations as the result of the Grantee's written travel policy. If the Grantee does not have written travel policies established, the Grantee and its contractors shall follow the travel policies in the Federal Travel Regulation and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- C. Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

## **ARTICLE VI - GENERAL AND SPECIAL PROVISIONS**

### **A. General Provisions**

1. OMB Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
  - a) Administrative Requirements:  
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
  - b) Determination of Allowable Costs:  
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and
  - c) Audit Requirements:  
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
  - d) Code of Federal Regulations/Regulatory Requirements:
    - 2 CFR Part 182 & 1401 “Government-wide Requirements for a Drug-Free Workplace”;
    - 2 CFR Part 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Government wide Debarment and Suspension (Non Procurement)”;
    - 43 CFR 18, “New Restrictions on Lobbying”;
    - 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;
    - FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
    - 2 CFR Part 25, System for Award Management ([www.SAM.gov](http://www.SAM.gov)) and Data Universal Numbering System (DUNS); and
    - 2 CFR Part 170, “Reporting Subawards and Executive Compensation”.
2. Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other

federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - 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, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the Foundation and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Grantee is not an agent or representative of the United States, the Department of the Interior, NPS, or MDF, nor will the Grantee represent its self as such to third parties. MDF employees are not agents of the Grantee and will not act on behalf of the Grantee.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Grantee or MDF from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder

of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12. Captions and Headings: The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
13. No Employment Relationship. This Agreement is not intended to and shall not be construed to create an employment relationship between MDF and the Grantee or its representatives. No representative of the Grantee shall perform any function or make any decision properly reserved by law or policy to the Federal government or the State of Maine.
14. No Third-Party Rights. This Agreement creates enforceable obligations between only MDF and the Grantee. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. Foreign Travel. The Grantee shall comply with the provisions of the Fly America Act (49 USC 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

## **B. Special Provisions**

1. Nonfederal Matching Share. At least \$\_\_\_\_\_ in eligible nonfederal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used by the Grantee during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the DE obligation of remaining unexpended funds.
2. MDF concurrence with Selection of Consultants/Contractors. The Grantee must submit documentation of responses to its competitive selection process, along with its justification and resume(s) for which consultant(s)/contractor(s) selected for grant-assisted work, to MDF for approval. The consultant(s)/contractor(s) must have requisite experience and training in historic preservation to oversee any construction work to be performed and to manage this complex project. All consultant(s)/contractor(s) must be competitively selected and documentation of this selection must be maintained by the Grantee and be made readily available for examination by MDF. Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary. Current salary tables can be found on the Office of Personnel and Management website: [www.opm.gov](http://www.opm.gov).
3. Review of Planning/Design Documents for Conformance to the SOIS. If plans or specifications have changed from those submitted with the Grantees application for a grant, the Grantee must submit revised construction documents to MDF for its review and approval to ensure conformance with the SOIS for *Historic Preservation and Archeology*, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted repair work on the property. Work that does not comply with these *Standards* in the judgment of MDF will not be reimbursed, and may cause the grant to be terminated and funds DE-obligated.
4. Compliance with Section 106 of the National Historic Preservation Act. Pursuant to Section 106 of the National Historic Preservation Act, NPS, the Commission and the Grantee must

complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 prior to the commencement of all grant-assisted construction or ground disturbance on the property.

5. Requirement for Executing Preservation Easement or Stewardship Agreement where applicable, for development projects. The \_\_\_\_\_, as owner of the \_\_\_\_\_, must agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the \_\_\_\_\_ must sign a Preservation Agreement with the Commission. The term of the Agreement must run for \_\_\_\_\_ years from the end date of the Grant Agreement or any previous Preservation Agreement or Stewardship agreement held by the Commission on the same property. The Preservation Agreement must be executed by registering it with the deed of the property.

6. Limitations on Administrative and Indirect Costs. Administrative costs charged to the subgrant may not exceed 15 percent of the total grant award. This limitation applies to the sum of the direct costs of administration and any indirect costs charged by the Grantees pursuant to a current Federally-approved indirect cost rate.

Administrative costs are those costs defined in the *HPF Grants Manual*, Chapter 6, Section F.1, and in Chapter 7, Exhibit 7-B. [https://www.nps.gov/preservation-grants/HPF\\_Manual.pdf](https://www.nps.gov/preservation-grants/HPF_Manual.pdf)

7. Public Information and Endorsements.

- a) Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Grantee represents. No release of information relating to this award may state or imply that the Government approves of the Grantee's work products, or considers the Grantee's work product to be superior to other products or services.

- b) All information submitted for publication or other public releases of information regarding any project receiving HPF funds shall carry the following disclaimer:

*"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."*

- c) Grantee must provide a digital copy of any public information releases concerning this award that refer to the Department of the Interior, or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted for prior approval.

- d) As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the Grantee is required to post a press release regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the

project within 30 days of receiving the signed grant agreement. A copy of the posted release must be submitted to MDF within 30 days of the posting.

- e) The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that MDF, the Commission, NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.
  - f) Grantee further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
- 8. Publications of Results of Studies.** Two copies of all products funded by this grant must be submitted to MDF to submit to NPS and must contain the required acknowledgement of support and nondiscrimination statements in accordance with Chapter 3 of the *HPF Grants Manual*. [https://www.nps.gov/preservation-grants/HPF\\_Manual.pdf](https://www.nps.gov/preservation-grants/HPF_Manual.pdf). No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- 9. Rights in Data.** The Grantee must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this the grant agreement by the Grantee, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- 10. Retention and Access Requirements for Records.** All Grantee financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.
- 11. Audit Requirements.**
- a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
  - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

- c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2CFR Part 200, Subpart F, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.oig.dol.gov/public/reports/oa/documents/singleauditpamphlet.pdf>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

**12. Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by Grantees to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Grantees of Federal awards shall take all of the following steps to further this goal:

- a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

A full description of procurement standards can be found in 2 CFR § 200.317 - §200.326.

**13. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or –rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

14. **Seat Belt Provision.** The Grant is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
15. **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended ((2CFR § 175.15).
16. **Grantee Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.**
  - a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
  - b) The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
  - c) The Grantee shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

**17. Conflict of Interest**

a. Applicability

- 1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- 2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

b. Requirements

- 1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- 2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- 3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

c. Notification

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

Grantees must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The Grantee is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

Review Procedures.

The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

Enforcement.

Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

**18. Minimum Wages Under Executive Order 13658 (January 2016)**

a) *Definitions.* As used in this clause-

"United States" means the 50 states and the District of Columbia,

"Worker"-

1. Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658 and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. §541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

2. Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c)

3. Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) Executive Order Minimum Wage rate.

1. The Grantee shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2016.

2. The Grantee shall adjust the minimum wage paid, if necessary, beginning January 1, 2017 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

3. (i) The Grantee may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Grantees may be entitled to adjustments due to the new minimum wage, pursuant to paragraph

(iii) Grantees shall consider any Subrecipient requests for such price adjustment.

(iv) The Program Director will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

4. The Grantee warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

5. The Grantee shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Grantee may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. §10.23. Deductions.

6. The Grantee shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

7. Nothing in this clause shall excuse the Grantee from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal

ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

8. The Grantee shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

9. The Grantee shall follow the policies and procedures in 29 C.F.R. §10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c) 1. This clause applies to workers as defined in paragraph (a). As provided in that definition-

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

2. This clause does not apply to-

(i) Fair Labor Standards Act (FLSA) - covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. §213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. §213(a)(I) and 29 C.F.R. § part 541).

d) Notice. The Grantee shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts). in a prominent and accessible place at the worksite. Grantee that customarily post notices to workers electronically may post the notice electronically

provided the electronic posting is displayed prominently on any Web site that is maintained by the Grantee, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e) Payroll Records.

1. The Grantee shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
    - (i) Name, address, and social security number;
    - (ii) The worker's occupation(s) or classification(s);
    - (iii) The rate or rates of wages paid;
    - (iv) The number of daily and weekly hours worked by each worker;
    - (v) Any deductions made; and
    - (vi) Total wages paid
  2. The Grantee shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Grantee shall also make such records available upon request of the Program Director.
  3. The Grantee shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
  4. Failure to comply with this paragraph (e) shall be a violation of 29 CFR. § 10.26 and this agreement. Upon direction of the Administrator or upon the Program Director's own action, payment shall be withheld until such time as the noncompliance is corrected.
  5. Nothing in this clause limits or otherwise modifies the Grantees payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- f) Access. The Grantee shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) Withholding. The Program Director, upon his or her own action or upon written request of the Program Director, will withhold funds or cause funds to be withheld, from the Grantee under this or any other Federal agreement with the same Grantee, sufficient to pay workers the full amount of wages required by this clause.
- h) Disputes. Department of Labor has set forth in 29 CFR § 10.5 I, Disputes concerning Grantee compliance, the procedures for resolving disputes concerning an Grantee's compliance with Department of Labor regulations at 29 CFR § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Grantee (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- i) Anti-retaliation. The Grantee shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) Subcontractor compliance. The Grantee is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

k) Subawards. The Grantee shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

2. NPS Review of Planning/Design Documents For National Historic Landmarks

The grantee must submit two (2) copies of the following:

- a) a site plan that has the north direction clearly marked;
- b) a city/county map with the site of the property clearly labeled;
- c) set of plans and specifications for the project;
- d) photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- e) interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;
- f) for NHL Districts include overall views of the district from the project area; and
- g) any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to NPS for its review and approval to ensure conformance with the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archeology, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of NPS will not be reimbursed, and may cause the grant to be terminated and funds de-obligated.

3. Patents and Inventions

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the governmentwide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

**ARTICLE VII - Additional Requirements**

- 1. Provide MDF with copies of all contracts entered into in connection with the project.
- 2. Ensure that no member, officer, or employee MDF will benefit financially from the project, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

**APPLICANTS FOR DEVELOPMENT PROJECTS,**

**ENVIRONMENTAL SCREENING WORKSHEET WILL BE ATTACHED TO THE APPLICATION.**

RIDER B: BUDGET

[The agreed upon budget will be inserted into this section.]

RIDER C: ATTACHMENTS

The following completed document is attached to and made a part of this Agreement:

[The Grantee's application will be listed here. Any plans and specifications would be listed here.]

RIDER D: EXCEPTIONS

RIDER E

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this grant agreement will be performed:

United States. Please identify state: Maine

Other. Please identify country:

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

## APPENDIX C: SAMPLE PRESERVATION AGREEMENT

HISTORIC PRESERVATION FUND

PRESERVATION AGREEMENT

**THIS CONVEYANCE** is made this [date] day of [month], 20[yr.] pursuant to 33 MRSA §§ 1551-1555 by and between the [property owner], a non-profit organization having its location in [town], Maine, hereinafter sometimes called the Grantor, and the State of Maine through the Director of the Maine Historic Preservation Commission, hereinafter sometimes called the Grantee.

### WITNESSETH

**WHEREAS THE** Grantor is owner of certain premises known as the [name of property] located at [street address], [town], [county], Maine, which premises has been listed in the National Register of Historic Places under the National Historic Preservation Act of 1966 (P.L. 89665, 16 U.S.C. § 470a, et. seq.); and

**WHEREAS THE** State of Maine through the Director of the Maine Historic Preservation Commission is presently responsible for precluding any activity or omission at the premises which would destroy or impair its value to the public as an historic place; and

**WHEREAS THE** Grantor is willing to grant to the State of Maine the preservation interest as hereinafter expressed for the purpose of insuring that the value of the premises for such purposes will not be destroyed or impaired;

**NOW THEREFORE** in consideration of the sum of One Dollar and other valuable consideration paid to the Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey, with covenant of warranty, to the State of Maine a preservation interest in the following described lots or parcel of land, with the buildings and improvements thereon (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the "Property") located in [town, county], Maine and described in the [county name] County Registry of Deeds, Book number \_\_\_\_\_, Page number \_\_\_\_\_.

The preservation interest herein granted shall be of the nature and character hereinafter expressed and shall be binding upon the Grantor; its successors and assigns.

The Property is comprised of grounds, collateral or appurtenant improvements, and the [property name]. The [property name] is more particularly described as follows:

[Insert property description here]

The foregoing description of the [property name] may be amended, replaced, or elaborated upon in more detail, and a description of the style, landscaping and similar particulars of the grounds, and any collateral or appurtenant improvements on the Property may be added, by an instrument in writing, signed by both parties hereto, making reference to this Preservation Agreement and filed of record in the [county name] County Registry of Deeds. If and when such an instrument is placed of record, it shall be deemed to be a part of this Preservation Agreement as if set out herein.

For the purpose of preserving, protecting, maintaining the Property, including its significance and value to the public as an historic place, the Grantor does hereby covenant and agree, on behalf of itself, its successors and assigns with the Grantee, its successors and assigns, to the following for a period of [ ] ( ) years [enter the required term]:

1. The grantor agrees to assume the cost of continued maintenance and repair of the property, in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (see 36 C.F.R. Part 67), so as to preserve the architectural, historical, or archaeological integrity of the property in order to protect and enhance those qualities that made the property eligible for listing in the National Register of Historic Places. Nothing in this agreement shall prohibit the grantor from seeking financial assistance from any source available to him.
2. For recipients of grants through the Historic Revitalization Subgrant Program, baseline documentation of the character defining features of the property will be detailed in photographs prior to construction. Following the completion of all work, the grant assisted condition of the property and the character defining features will again be photographed, and both sets of photographs attached as Appendix 1 to this agreement.
3. No construction, alteration, remodeling, changes of color or surfacing, or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect the structural integrity, the appearance, the cultural use, or archaeological value of the Property without the express prior written approval of the State of Maine through the Director of the Maine Historic Preservation Commission, or any successor agency.
4. Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the terms and conditions of this Preservation Agreement are being complied with.
5. Grantor agrees to provide public access to view the grant-assisted work or property no less than 12 days a year on an equitably spaced basis. At the Grantor's option, the property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
6. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Maine Historic Preservation Commission.
7. If the Grantor fails to observe or if the Grantor violates any covenant, agreement, or provision contained herein, then the Grantee shall in addition to all other remedies available at law or in equity, have the right to enforce this Preservation Agreement, including each of its provisions, by specific performance or injunctive relief.
8. The Preservation Agreement set forth herein is intended by the parties hereto to preserve the historic integrity of the Property pursuant to the provisions of 33 MRSA §§ 1551-1555, or other provisions of law that may be applicable.
9. This Preservation Agreement provides the Grantee with additional legal rights and does not supersede or replace any pre-existing legal obligations of the Grantor or legal rights of the Grantee.
10. The Preservation Agreement set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns. **TO HAVE AND TO HOLD** the aforegranted and bargained Preservation Agreement with all the privileges

and appurtenances thereof to the said State of Maine through the Director of the Maine Historic Preservation Commission, its successors and assigns, to its and their use and behoove for a period of [X ] years from and after the date hereof.

11. SEVERABILITY CLAUSE It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

**IN WITNESS WHEREOF**, the [property owner], signed by \_\_\_\_\_,  
\_\_\_\_\_, and \_\_\_\_\_, its officers duly authorized and  
have hereunto set hand and seal for the purpose set forth above, all as of the day and year first written  
above.

[PROPERTY OWNER]

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Then personally appeared the above named \_\_\_\_\_,  
\_\_\_\_\_, and \_\_\_\_\_, of the  
[property owner], and acknowledged the foregoing instrument to be their free act and deed in said  
capacity and the free act and deed of the [property owner], [town], Maine.

\_\_\_\_\_  
Before me, Notary Public Date

STATE OF MAINE

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Then personally appeared the above named \_\_\_\_\_, Director of the  
Maine Historic Preservation Commission, and acknowledged the foregoing instrument to be his free act and  
deed.

\_\_\_\_\_  
Notary Public Date Before me,

## APPENDIX D: DIGITAL PRODUCT SUBMISSION GUIDELINES FOR REPORTING

The National Park Service’s (NPS) State, Tribal, Local, Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the Integrated Resource Management Applications (IRMA), the NPS’s digital repository system. To see grant products that have already been uploaded, go to IRMA, choose Historic Preservation Fund (HPF) under “Select a Park, Office, Program or Region” and select a category of featured content.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
<b>Reports, plans and guidelines</b> (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)	<b>Digital copies saved on CD/DVD-Rs or flash drives</b> (unless arrangements have been made with your grant administrator)
<b>Substantive event materials</b> (including programs, proceedings, handouts, photographs)	<b>Confidential/restricted reports that cannot be viewed by the general public</b> (including archeological reports, architectural reports on federal buildings or restricted sites)
<b>Professionally produced content</b> (including books, documentaries, oral histories, presentations and PSAs)	<b>Other documentation not intended for the general public</b> (including survey forms, financial records, correspondence)
<b>Interpretive products</b> (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)	<b>Ephemeral products unlikely to be of future value to the general public</b> (including flyers, postcards, invitations, meeting minutes)
<b>Online content</b> (including websites, story maps, and other web-based projects)	

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.
- For additional questions about the required disclaimer, consult with your NPS grant manager.

**Naming files for submission:**

- Name each file you will be submitting using the following naming convention:
- **HRSP\_18\_ME\_MEDevelopmentFdn\_P19AP00428\_[short file description]**
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For “Short File Description,” write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.

- If files are part of a series, append the number 001, 002, etc. to the end of the description.
- Ex: Audio files submitted under a FY2018 grant by the DC State Historic Preservation Office
- SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_JohnDoelInterview001.mp3
- SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_JohnDoelInterview002.mp3
- Use the appropriate abbreviation for your grant program in the file name:

**Required file formats and resolution standards:**

- Reports and publications: PDF files saved at 300 dpi (pixels per inch) and 100% of the original document size. When possible, convert original documents to PDFs (for example, saving as PDFs from Word or InDesign files). Otherwise, save high resolution scans of printed materials as PDFs.
- Photos: JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6megapixels).
  - When submitting photographs, include captions, photo credit, and a signed release form (if needed). Photo release forms are available on the STLPG website.
  - Development (construction) grants must submit at least one before and one after photograph of work completed under the grant. Refer to the NPS Documenting Historic Places on Film guidelines for more information on photographing a variety of historic environments and buildings.
- Videos: MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- Audio: Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the National Archives' Tables of File Formats.

**Creating an index file for your submission:**

Include this information in the index file for each product that is being submitted:

- Grant Number
- Subgrant Number (if applicable)
- Title of Product
- Filename
- Product Creator(s) (give full names and their roles; include up to 5 names or organizations)
- Date Completed
- Extent (number of pages, photographs, or length of audio/video files; use when applicable)
- Description (up to 200 words)

Save the index file as a Microsoft Word document using the following naming convention:

**HRSP\_18\_ME\_MEDevelopmentFdn\_P19AP00428\_Index.docx**

**Submitting your files:**

Consult the Program Director at MDF to determine the best format for transferring your digital files.

## APPENDIX E: FORMAT FOR FINAL PROJECT REPORT

The following material will form the basis for the final project report for each development project.

### I. Property and Ownership Identification

1. National Register name and address of the assisted property.
2. Name and address of the property's owner.
3. Name and address of architectural/engineering firm.
4. Dates of project work (including development of plans and specifications).

### II. Fiscal Report

1. Provide actual project budget, including expenses with work cost breakdown and income including the REvitalizeME Grant received and any other funds received for the project. .
2. Provide accounting of the proposed and actual match of the project.
3. Explain any differences between original project budget and the actual final cost.

### III. Project Impact

1. Describe the impact of your work on the downtown and in the community. Do you have any indication that your project will draw more people downtown, provide a community hub, spur additional investment in downtown, etc.?
2. Please provide a maintenance plan and/or updated maintenance plan for the property.
3. What was the use before the project and what is the use after the project?
4. Describe a public-private partnership involved in your project and how the partnership will help sustain and continue to support your historic resource/building and the community after the subgrant is complete.
5. Data Points to be collected:
  - a. Total # of square footage impacted by the project
  - b. # of housing units created (if applicable)
  - c. # of jobs created during the project
  - d. # of people employed in the building before the project
  - e. # of people employed in the building after the project
  - f. Assessed Tax value prior to the project
  - g. Assessed Tax value after the project (if this can be captured by the end of the project)
  - h. Use of the building before the project
  - i. Use of the building after the project
6. Energy Efficiency Impact (if the project included any energy efficiency upgrades) 1. Please report out any reduction in energy use or cost saving in energy consumption to the extent that this can be captured by the end of the project.

#### **IV. Narrative (Grantees will complete A or B depending on their project)**

##### **A. Development and Energy Efficiency Projects**

1. Describe the preservation, energy efficiency upgrades or restoration needs prior to grant award.
2. Describe the completed project work, including reference to consultants' reports, test results, and products and materials used to accomplish the preservation, energy upgrades or restoration objective(s).
3. Submit at least one color photograph of the condition of each work category prior to grant funded work.
4. Submit at least one color photograph of work in progress for each work category.
5. Submit at least one color photograph of work completed for each work category.
6. Describe the next steps for the project. (i.e. proposed maintenance schedule based upon the particular problems encountered and addressed, secure funding for specific needs.
7. Brief description of any preservation problems that still need to be addressed.
8. Provide a description of your Community Engagement Project. Submit photographs, video and any other outcome from the project.

##### **B. For Pre Development Projects**

1. Describe the completed project.
2. Submit copies of any products (engineering or architectural) electronically to MDF.
3. Provide a description of your Community Engagement Project.
4. What is the timeline for future preservation, rehabilitation, etc. of the historic resource that is the subject of this grant?