



# **Hurricane Sandy Disaster Relief Assistance Grants for Historic Properties**

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## **Program Guidelines and Application**

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**Funded by the National Park Service  
Administered in Delaware by the  
Division of Historical and Cultural Affairs  
21 The Green, Dover, DE 19901  
302-736-7400**

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# HURRICANE SANDY DISASTER RELIEF ASSISTANCE GRANTS FOR HISTORIC PROPERTIES

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**Program and Grant Management:** Joan Larrivee, Architectural Historian (302-736-7406 or [joan.larrivee@state.de.us](mailto:joan.larrivee@state.de.us))

**National Register Questions:** Madeline Dunn, Historian (302-736-7417 or [madeline.dunn@state.de.us](mailto:madeline.dunn@state.de.us))

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# HURRICANE SANDY DISASTER RELIEF ASSISTANCE GRANTS FOR HISTORIC PROPERTIES

## BACKGROUND AND PURPOSE

In the wake of the destruction resulting from Hurricane/Tropical Storm Sandy in October 2012, the Federal Emergency Management Agency issued major disaster declarations in twelve states, including the state of Delaware. In January 2013, the U.S. Congress passed an appropriations bill to provide disaster relief assistance to those states affected by this storm. The legislation appropriated \$50 million from the federal Historic Preservation Fund (HPF) for grants to repair historic properties damaged during the storm event. On December 4, 2013, the National Park Service (NPS) awarded Delaware \$1 million of these funds for the state's Hurricane Sandy Disaster Relief Assistance Grants for Historic Properties Program (Program). The Program is administered by the Division of Historical and Cultural Affairs (HCA), Delaware's State Historic Preservation Office.

Delaware will award grants to eligible historic property owners for repairing storm damage. The goal of the Program is to help return damaged properties to useful condition, preserving our cultural heritage for future generations.

## DELAWARE'S PROGRAM GUIDELINES

**Eligibility for Grant Assistance:** Grant assistance can be provided to owners of historic properties who can demonstrate that their properties were damaged during Hurricane Sandy. For this Program, a Historic Property is defined as follows:

- It is individually listed in the National Register of Historic Places (National Register); or
- It is a contributing property in a National Register-listed historic district; or
- It is determined eligible for listing in the National Register by HCA. *[Note: For properties not located in an historic district, those who receive grant funding must consent to having their property listed on the National Register.]*

Applicants must be fee simple owners of the Historic Property. They may be individuals, a for-profit or non-profit organization, or a state or local government. Historic Properties which are not eligible for grant assistance include:

- Properties used for religious purposes, or
- Properties owned by religious organizations, or
- Properties owned by a federal government agency.

Applicants may request grant assistance for repair work that has already been completed, but should be aware that they will still need to comply with all requirements of the Program in order to seek reimbursement of the costs they incurred to repair the Historic Property. Only repair work that has been carried out in a manner consistent with the [Secretary of the Interior's Standards for the Treatment of Historic Properties](#) (the Standards) is eligible to be funded under this Program.

**Level of Grant Assistance:** Grants may reimburse owners for up to 100% of the project costs to repair the damage caused by Hurricane Sandy. Although applicants are not required to match the federal grant, they do need to have financial resources available to initiate project work. In Delaware, the minimum grant

award is \$5,000. Grant requests should allow for sufficient funds to cover all allowable costs of the project. However, full funding is not guaranteed. Although it may be possible to increase grant funding subsequent to the initial grant award, this additional funding is also not guaranteed, and applicants should be prepared to support any project costs that exceed the amount of their initial grant award.

**Project Costs:** Applicants should consult the following list of allowable and unallowable costs in order to determine the types of costs which can be included in their grant request. Applicants should consult HCA about any other costs which are not specifically mentioned below.

- **Allowable Costs** include, but are not limited to:
  - ✓ Construction costs for the repair of the damage (as long as the work is consistent with the Standards)
  - ✓ Repair or replacement of damaged systems (HVAC, electrical, plumbing)
  - ✓ Materials, where the Historic Property owner acted as his/her own contractor
  - ✓ Permit fees (federal, state, local)
  - ✓ Pre-construction costs (archaeological studies, engineer's reports, and conditions assessments)
  - ✓ Professional services to prepare plans and specifications, engineering reports, and other types of contract documents [Professional services are recommended for all complex projects, but required for projects of \$100,000 or more.]
  - ✓ Rehabilitation of historic landscape features, if such features have been documented in a National Register nomination
- **Unallowable Costs** include, but are not limited to:
  - ✓ Acquisition of real property
  - ✓ Additions
  - ✓ Costs incurred outside the approved start and end dates of the project, unless such costs have been approved as a pre-approval cost
  - ✓ Construction equipment purchases
  - ✓ Costs not attributable to damages caused by Hurricane Sandy
  - ✓ Costs for which federal and/or state historic preservation tax credits are being sought
  - ✓ Fines or penalties
  - ✓ Interest (such as on a construction loan)
  - ✓ New Landscaping, bulkheads or retaining walls
  - ✓ Routine maintenance
  - ✓ Substantial reconstruction [Reconstruction of missing features/architectural elements is allowed as long as the Historic Property, prior to this work taking place, retains sufficient significance and integrity to remain listed or eligible for the National Register.]
  - ✓ Work funded by an insurance claim or any other federal funds
  - ✓ Work that is inconsistent with the Standards

**Program Requirements:** There are certain requirements, set by federal and/or state law or policy, with which all owners of Historic Properties that receive a grant award must comply as described below.

- **Grant Agreement** – This document, which defines all the requirements of the grant, must be signed by all fee simple owners of the Historic Property or by the authorized representative if the Historic Property is owned by an agency or organization.
- **Preservation Covenant** – This document (see **Exhibit A**), which binds the owner(s) as well as their heirs or successors to maintain the property, must be signed by all fee simple owners of the Historic Property, or by the authorized representative if the Historic Property is owned by an agency or organization.
- **Contractual Requirements** – These requirements (**Exhibits B and C**) govern hiring and performance of contractors and are required under federal law for projects which receive federal funding. **Exhibit D** provides a summary of the requirements, which vary by the amount of the grant award.

- **Grant Payments:** This Program requires that federal funding be paid out after the project work, or a portion thereof, has been completed and approved. Therefore, those who receive a grant through this Program must have sufficient funding available to initiate project work. Payments for approved work can be made in increments, or all at once.
- **Insurance:** Those who receive grant funding through this Program must maintain insurance on the Historic Property, including property insurance and, if applicable, flood insurance.

More details on these requirements are provided in subsequent sections of these Guidelines.

**Timetable for Project Work:** For projects where the work has not been completed prior to grant award, the grant-assisted work must be initiated within six months after signing the Grant Agreement. Grant-assisted repair work should be completed by July 31, 2015, but it may be possible to extend the time allowed for completion of the project, if the nature of the work or other extenuating circumstances require. Requests for extended end dates must be approved by both HCA and NPS.

**For Information:** Potential applicants may contact HCA staff listed below for further information on this Program.

- **Overall Program Administration:** Gwen Davis, Deputy State Historic Preservation Officer (302-736-7410 or [gwen.davis@state.de.us](mailto:gwen.davis@state.de.us))
- **Program and Grant Management:** Joan Larrivee, Architectural Historian (302-736-7406 or [joan.larrivee@state.de.us](mailto:joan.larrivee@state.de.us))
- **National Register Questions:** Madeline Dunn, Historian (302-736-7417 or [madeline.dunn@state.de.us](mailto:madeline.dunn@state.de.us))

## DELAWARE GRANT APPLICATION PROCESS

**Grant Application:** Applicants must complete a Hurricane Sandy Disaster Relief Assistance for Historic Properties Grant Application (Application) (see **Attachment 1**, or [click here for electronic form](#)) for each project for which they are seeking grant funding. Applicants are encouraged to contact HCA staff prior to submittal in order to clarify any Application requirements. Applications may be submitted by mail, in person, or electronically but must be postmarked/submitted by **March 21, 2014**. Certain supporting documentation should accompany the Application including the following:

- Documentation that damage to be repaired resulted directly from the storm.
- A map (preferably an aerial map) on which the damaged Historic Property is indicated.
- Photographs of the type and in the format described in the application instructions
- For Applications where the damage has already been repaired, a full description of the work completed, and evidence of compliance with contractual requirements and copies of contracts.
- Signature by all those who have a fee simple ownership interest in the property.

**Mail/Deliver Application(s) to:** Hurricane Sandy Grants Application  
 Division of Historical and Cultural Affairs  
 21 The Green  
 Dover, DE 19901

**Email Application(s) to:** [PreservationGrant@state.de.us](mailto:PreservationGrant@state.de.us)

**Application Review Process:** A Technical Review Committee consisting of HCA staff and an independent technical advisor will review each Application and its supporting documentation. The Committee will first assess: if the Application is complete; how well the storm-related damage is documented; and whether the proposed project meets the basic eligibility requirements for the Program. Next, the Committee will assign a score to each Application in accordance with the following scoring criteria:

- **Historic Significance of Historic Property** (levels of significance = national, state, local)
  - ✓ National Historic Landmark – 4 points
  - ✓ National Register Historic Property which meets more than one level of significance – 3 points
  - ✓ National Register Historic Property which meets only one level of significance – 2 points
  - ✓ National Register eligible Historic Property (as determined by HCA) – 1 point
- **Severity and nature of the storm damage**
  - ✓ Storm damage severe and forms an imminent threat to the Historic Property – 3 points
  - ✓ Storm damage clearly evident and continuing to cause deterioration – 2 points
  - ✓ Storm damage clearly evident but stabilized – 1 point
- **Ability to correct the storm damage and return the Historic Property to usefulness**
  - ✓ Project seeks to correct all storm damages; Historic Property will be in full use – 3 points
  - ✓ Project seeks to correct all storm damages; Historic Property will remain vacant – 2 points
  - ✓ Project seeks to correct storm damage but significant other damages will remain – 1 point
- **Ability to meet contract requirements** (points may be aggregate)
  - ✓ Application indicates that the project will/did have professional oversight – 2 points
  - ✓ Application includes a clear and reasonable plan for carrying out the project – 1 point
- **Timetable for project completion**
  - ✓ Estimated completion date for project within 6 months of grant award – 3 points
  - ✓ Estimated completion date for project within 12 months of grant award – 2 points
  - ✓ Estimated completion date for the project will be likely be after July 31, 2015 – 1 point

HCA will notify those whose applications were rejected as a result of the technical review process. Reasons for denial for proposed projects include:

- The property is not listed or eligible for the National Register; or
- The nature of the work is not fundable under this Program; or
- The damages cannot be documented as resulting from Hurricane Sandy.

Reasons for denial of completed projects may also include:

- The completed project is not in compliance with the Standards; or
- The contractual process was not carried out in accordance with Program requirements.

Applications that are approved by the Technical Review Committee as being qualified for funding may be referred to the [Delaware State Review Board for Historic Preservation](#) (SRB), or a subcommittee thereof, a professional and citizen member board which advises HCA on matters related to preservation. Referral will occur if the total amount of the funding requests exceeds Delaware's available funds, or if assistance in determining the level of funding to approve for each project is otherwise needed. The SRB will be provided with a list of qualified projects, the nature of the damage caused by the storm, the costs to make repairs, the funding request, and its score. The SRB's decision on funding will take place at a public meeting to which all qualified applicants will be invited. No project is guaranteed full funding.

**Grant Award Notification and Grant Agreement:** HCA will notify applicants of the outcome of the selection process by April 21, 2014. Within six weeks thereafter, they will receive a Grant Agreement which binds them to comply with the federal laws and administrative requirements for this Program. All parties with an ownership interest in the property must sign the Grant Agreement. They will have thirty (30) days from receipt to return the signed Grant Agreement to HCA.

**Preservation Covenant:** For projects which receive a grant award, HCA will prepare a Preservation Covenant (**Exhibit A**) to ensure the investment of public funds is protected. Like the Grant Agreement, all parties with an ownership interest in the Historic Property must sign the Covenant. The signed Covenant is returned with the Grant Agreement, along with proof that the owner of the Historic Property has recorded the Covenant against the deed to the Historic Property. The length of time which the Covenant is in force depends on the amount of the grant award as follows:

- Grant Award of \$5,000 - \$50,000 = 5 years
- Grant Award of \$50,001 - \$99,999 = 10 years
- Grant Award of \$100,000 and above = 20 years

**Timetable:** The following is a list of significant dates related to this Program:

- **March 21, 2014** – Last day to submit grant application (must be postmarked or submitted by this day)
- **April 4, 2014** – Technical Review Committee completes review of applications
- **April 2014** – *If required in accordance with these Guidelines, review of applications by the State Review Board for Historic Preservation, or a subcommittee thereof (public meeting)*
- **April 21, 2014** – Applicants notified of grant awards
- **May 30, 2014** – Grant Recipients will receive their Grant Agreement by this date
- **November 30, 2014** – Grant Recipients must show that they have initiated work on the project
- **July 31, 2015** – Grant-funded work should be completed (extensions may be possible)

## GRANT RECIPIENT REQUIREMENTS

**Project Manager:** Those who receive a grant award (Grant Recipient) may appoint a representative (Project Manager) to coordinate with HCA and to assist in ensuring that grant requirements are met. The Grant Recipient must certify to HCA in writing that the individual or firm is acting on his/her behalf, providing a list of those aspects of project management on which the individual or firm has authority to make decisions. However, the Grant Recipient remains responsible for compliance with the terms of the Grant Agreement.

**Professional Consultants:** Grant Recipients whose projects are complex should employ the services of a licensed architectural or engineering firm to oversee the preparation of plans and specifications, the solicitation of contractors, the preparation of contract documents; and the oversight of the project. For projects with costs under \$100,000, such services are not required, but are recommended if the nature of the project would benefit from this level of expertise.

**Standards for Review of Project Work:** In order to ensure that the project will preserve the historical and architectural integrity of the Historic Property, the rehabilitation must be consistent with the [Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties](#) (Standards). The Grant Recipient must submit the project's plans and specifications to HCA for review and approval. This is required whether or not the work has been completed prior to submission of a grant application. In addition, any changes in the scope-of-work during the course of the project must be approved in advance by HCA. If project work is not carried out in a manner consistent with the Standards, a denial of funding will result, and legal action will be considered in order to recover any federal funds already disbursed to the Grant Recipient.



**Construction Contract Selection Process:** Grant Recipients must select contractors to carry out the work funded under this grant Program in a manner that provides maximum open and free competition, and contracts must be awarded free from bribery, graft, kickbacks and other corrupt practices. The guidance contained in **Exhibit B: Contract Selection Process** more fully describes these requirements. Documentation of the project selection process must be provided for review and approval by HCA staff. The Grant Recipient must demonstrate that the requirements in **Exhibit B** have been met whether or not the project work is complete at the time of application for these funds.

It is also the federal government's policy to award a fair share of contracts to Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE), public and non-profit. Grant Recipients should make every effort to solicit from these firms during the contract bidding process. Contractors who have been debarred from working on federal contracts may not be hired to carry out work on federal grants. Grant Recipients can determine if a potential contractor has been debarred by checking the Excluded Parties List System (EPLS) on the [U.S. Government's System for Award Management](#) (SAM). If Grant Recipients do not comply with federal contractor selection requirements, grant assistance will be terminated, and legal action may be considered in order to recover any federal funds already disbursed to them.

**Construction Contract Requirements:** Contracts must contain specific clauses which are outlined in **Exhibit C: Construction Contract Requirements**. Copies of contract documents must be provided for review and approval by HCA staff. The requirements in **Exhibit C** must be met whether or not the project work is complete at the time of application for these funds. **Exhibit D** provides a summary of the requirements, which vary by the amount of the grant award. If Grant Recipients do not comply with federal contract requirements, grant assistance will be terminated, and legal action may be considered in order to recover any federal funds already disbursed to the Grant Recipient.

**Federal, State, and Local Permits:** It is the Grant Recipient's responsibility to obtain all necessary federal, state, or local permits related to the project. Grant Recipients should be aware that the review process carried out by local design review commissions is not equivalent to HCA review, or vice versa. If local review is required, the Grant Recipient must receive approval under the guidelines of that process as well as from HCA.

**Property and Flood Insurance:** All properties which receive a grant award must be insured for property damage and, if required, flood damage. The amount of insurance coverage should be equal to or more than the grant award. The property must be insured prior to the payment of any grant funds to the Grant Recipient and must remain insured throughout the period of the Preservation Covenant.

**Liability Insurance:** Grant Recipients must insure themselves adequately against liability, and require any contractors to provide appropriate insurance for themselves and their personnel. Contractors should also comply with the applicable local, state, or federal safety standards. The federal and state governments assume no responsibility with respect to accidents, illnesses, or claims arising out of any work performed under a grant-assisted project.

**Handicapped Accessibility:** Because this Program is federally-funded, the work must comply with federal laws regarding handicapped accessibility. The nature of the project work and whether the Historic Property is open to the public will determine what provisions for accessibility will need to be included in the scope-of work for the project. Grant Recipients should discuss this issue with HCA staff before finalizing project plans. [Note that the model Preservation Covenant (**Exhibit A**) also contains requirements on this topic.]

**Acknowledgement of Support:** In any publicity related to the project, Grant Recipients should acknowledge federal support through the Hurricane Sandy Disaster Relief Assistance Grants for Historic Properties, funded by the U.S. Department of the Interior, National Park Service. They should also indicate that in Delaware, this grant Program is being administered by the Delaware Division of Historical and Cultural Affairs. This information is also to be contained on a sign to be posted at a prominent location at the project site. HCA will provide the Grant Recipient with a sign containing the required information. The sign must be posted at the time the construction begins and remain in place throughout the term of the project.

**Environmental Compliance:** Because this Program is federally funded, compliance with applicable environmental federal laws, such as [Section 106 of the National Historic Preservation Act](#) and the [National Environmental Policy Act](#) (NEPA), are required. NPS and HCA will be primarily responsible for carrying out the reviews under these acts, but Grant Recipients will be part of the consultation. [The NPS is preparing a Programmatic Agreement with the affected states to define how reviews will be carried out]. Note that the NPS may prohibit use of grant funds for projects that will adversely affect historic properties. “Adverse Effect” is defined as altering the characteristics that qualify the Historic Property for the National Register, in a manner that would diminish the property’s integrity.

Any changes made to the scope of the project after its approval will likely require further review under these laws. **Always** consult with HCA when situations arise that necessitate making changes to the project. This also applies to cases where unanticipated ground disturbance may impact archaeological resources. Grant Recipients should be aware that, during the course of a project, if an adverse effect on an historic property occurs (e.g., inappropriate changes to the project; unexpected discoveries), the Grant Recipient must consult with NPS and HCA to resolve the adverse effect. Grant Recipients can jeopardize their grant funding if they do not comply with these requirements.

**Reports:** For projects where the work has not yet been completed, Grant Recipients will send HCA quarterly reports on the progress of the project. At the end of the work, Grant Recipients send a final report which includes an accounting of all project costs as well as a narrative of the work that was accomplished with the grant funds.

## GRANT ADMINISTRATION

HCA is responsible for the administrative and technical review of the project. The National Park Service will take an active role in the review of the project if the Historic Property is a National Historic Landmark, or if the Grant Recipient appeals a decision made by HCA, or if the proposed project will have an adverse effect on the Historic Property.

**Project Review:** HCA staff will meet with the Grant Recipient throughout the project period, as needed. Such meetings may take place at the HCA Office, at the project site, or at a mutually agreeable location. The Grant Recipient is required to submit information on contract selection and project plans and specifications to HCA for their review and approval, whether the project is proposed or has been completed. For projects where the work has not yet been completed, HCA will monitor progress on the project by reviewing the quarterly reports submitted by the Grant Recipient, as well as the final report to assure that the work conducted met the Program requirements.

**Payment of Grant Funds:** In order to receive payment of federal funds, Grant Recipients must provide HCA with contractor's invoices or receipts for materials as well as documentation of payment (e.g., contractor's acknowledgement of payment, copy of cancelled check) and photographs showing the work that had been completed. HCA will review the documentation to determine if it meets the following criteria:

- It was part of the approved scope-of-work for the project;
- The work was carried out by a contractor selected in accordance with Program guidelines;
- The costs were incurred within the approved grant period; and
- The work is consistent with the Standards.

In order to provide flexibility to Grant Recipients, requests for repayment of project costs may be made as often as once a month, as long as the invoice(s) totals at least \$1,000. The payment process takes about thirty (30) days and requires that the Grant Recipient provide HCA with their Employer Identification (EIN) or Social Security Number (SSN). Payment of funds will not exceed the grant award and final payment will not be made until the project is complete. If the project work is not completed satisfactorily, then costs previously reimbursed will need to be repaid.

**Audit of Records:** All federally funded programs are subject to audit in accordance with the federal [Office of Management and Budget Circular A-133](#). Although HCA will be the primary contact for the required audit, the Grant Recipient will want to retain copies of all documentation pertinent to the grant. Such documents should be retained for three years after the conclusion of the project. Note that HCA must make available any financial records, supporting documents, or other records pertinent to a grant if a request is made under Delaware's [Freedom of Information Act](#).

**Preservation Covenant Monitoring:** After project completion and continuing on a yearly basis throughout the time that the Covenant is in force, HCA will contact the Grant Recipient in order to monitor for adherence to its terms. In signing the Covenant, the Grant Recipient is agreeing to respond to annual written requests for information, to consult with HCA on any significant rehabilitation work that is planned, and to allow for scheduled site visits by HCA staff. If required under the terms of the Covenant, the Grant Recipient must provide proof of public access to the Historic Property, and if requested, proof of property insurance, and, if required, flood insurance. Non-compliance or violation of the terms of the Covenant may be cause for legal action. If the property is sold or transferred during the period the Covenant is in force, it is the Grant Recipient's responsibility to inform buyers/transferees about the Covenant (**Exhibit A**).

**Reduction or Cancellation of Grant:** HCA reserves the right to withhold, reduce or cancel grants under this Program for cause. Non-compliance with any of the terms of the Grant Agreement will result in the termination of grant-assisted work and the potential for collection of any previously reimbursed costs. Reasons for such action include, but are not necessarily limited to:

- Failure to initiate project within six (6) months of signing the Grant Agreement;
- Failure to comply with Program-required contractual requirements;
- Completion of work which is not consistent with the Standards; or
- Failure to comply with federal or state environmental laws.

HCA also reserves the right to decrease the amount of the grant funds awarded at any time if Grant Recipients lacks financial management or oversight of the project, or if they do not complete the project prior to the end date in the Grant Agreement and have not requested an extension. In such cases, HCA will pay the Grant Recipient for any documented costs incurred prior to the date of termination or reduction of the grant.

## PRESERVATION COVENANT

*In order to ensure that a public benefit will be derived from the expenditure of federal funds and also that the historic significance and integrity of the qualities which made the property eligible for listing in the National Register are preserved, the Historic Property owner must agree to maintain and repair the Historic Property in a manner consistent with the [Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties](#) (Standards). To fulfill this requirement, the Grant Recipient and HCA execute a Preservation Covenant that is recorded against the deed. The Covenant is binding on the current legal owner(s) and all future owners for a period of time that is determined by the amount of the federal grant award.*

\*\*\*\*\*

***Following is a model Covenant which HCA will use as a template for preparing the specific document for each Grant Recipient. The words in bold and brackets will be inserted or clarified based on the specific nature of the project work. In addition, noted alternate language will be inserted as appropriate to each project.***

**KNOW ALL MEN BY THESE PRESENTS**, that **[Name of Declarant(s)]** (hereinafter referred to as "Declarant"), the legal owner(s) of certain improved real property **[enter address and/or tax parcel number]**, located in the **[Town of/City of \_\_\_\_\_]**, County of **[New Castle/Kent/Sussex]**, State of Delaware, which is more fully described in **[deed reference/the attached legal description]** (hereinafter referred to as the "Property"), hereby agree(s) on behalf of **[himself/herself/itself]** for and in favor of the State of Delaware acting through the Division of Historical and Cultural Affairs (hereinafter referred to as "the Division"), that in consideration of the sum of \$**[enter Hurricane Sandy HPF award]** received in grant-in-aid assistance through the Division from the National Park Service, United States Department of the Interior, to the following stipulations and terms.

### STIPULATIONS

1. The Declarant agrees to assume the cost of the continued maintenance and repair of the Property in accordance with the recommended approaches in the *Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties* (National Park Service, 1995) so as to preserve the architectural, historical, and archaeological integrity of the Property in order to protect and enhance those qualities that made the Property eligible for inclusion in the National Register of Historic Places. Integrity is defined by seven characteristics: location, design, setting, materials, workmanship, feeling, and association.
2. The Declarant agrees that no construction, alteration, or remodeling or any other work shall be undertaken on the Property which would affect or diminish the integrity of those qualities which made it eligible for inclusion in the National Register of Historic Places. The Declarant shall seek the express prior written permission of the Division, or a fully authorized representative thereof, prior to undertaking any such work. The Division can require changes to the methods, materials, and/or extent of such work before granting permission. However, such permission shall not be unduly withheld and shall be rendered in a timely manner.
3. For the purposes of retaining good condition and appearance of the Property, the Declarant may undertake certain routine maintenance and repair of the Property without seeking approval from

the Division. Such work may include **[specific activities will depend on the nature of the historic property]**, using the same materials and completed in a manner that will match the existing in terms of design and quality. The Declarant shall consult the Division if there is any question as to whether proposed work on the Property is subject to Stipulation 2 or Stipulation 3 of this agreement. The Declarant will also consult with HCA if they are requesting to use materials different from the existing.

4. The Declarant agrees that the Division, or a fully authorized representative thereof, shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are being observed. Such inspection may occur, at the discretion of the Division, during annual monitoring of this covenant.
5. The Declarant shall submit information on the condition of the Property to the Division, annually and at any other time so requested, for the purposes of monitoring the covenant.

*Stipulations on public access and handicapped accessibility to be added, as required by federal policy, varying as to the nature of the property and of the repair work carried out with grant funds:*

6. *Private property/repairs are visible from the public right of way, or are of a nature that they could not be reasonably viewed, such as structural repairs:* The Declarant will allow the public to view the Property from the public right of way, but is not required to allow trespass onto the property.

*Private property/repairs are NOT visible from the public right of way:* The Declarant agrees to provide public access to view the grant-assisted work on the Property no less than twelve (12) days a year on an equitable-spaced basis. At the Declarant's option, the property may be open at other times by appointment. Notification will be published in newspapers of general circulation in the community area in which the Property is located giving the times and dates when the Property will be open. Documentation of such notice will be furnished annually to the Division during the term of this covenant. Nothing in this agreement will prohibit a reasonable non-discriminatory admission fee, comparable to fees charged at similar facilities.

*Public property of any kind and Private property/repairs are NOT visible from the public right of way:* The Declarant 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 accommodations to qualified disabled persons shall be made in consultation with the Division.

*Additional language to be added to the stipulation above if interior public access is required:* To comply with the American for Disabilities Act, and with Section 504 of the Rehabilitation Act when interior access is required in accordance with the Stipulation 6, it is not required that every part of the property be made accessible to and useable by disabled persons by means of physical alterations. Videos, slide presentations, and/or other audio-visual material and devices may be used to depict inaccessible areas or features.

7. The Declarant agrees that the Division may, at its discretion without prior notice to the Declarant, convey and assign all or part of its rights and responsibilities to any successor agency.

8. The Declarant agrees that this is a binding servitude not only upon **[himself/herself/itself]** but also upon **[his/her/its]** heirs, successors and assigns, and that it shall be deemed to run with the land for a period of **[number of years based on amount of grant award]** years. The term of this agreement will begin **[date on which Grant begins]** and end on **[date based on start date and number of years in term]**. During its term, the restrictions and stipulations contained herein shall be incorporated verbatim or by express reference in any deed or other legal instrument by which the property owner(s) divest themselves of the fee simple title or any other lesser estate in the Property or any part thereof which would include the Property specified in this covenant.
  
9. The Declarant agrees that **[he/she/it]** and **[his/her/its]** heirs, successors, or assigns, are prohibited from terminating, modifying, altering or otherwise setting aside this legal instrument. However, if the Property is destroyed by an act of god, or by a fire in which the Declarant or their heirs, successors or assigns had no criminal liability, then the terms of this agreement are terminated without prejudice. The Declarant shall notify the Division of the loss of the Property within thirty (30) days of the destructive event.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction. In the event of a violation, and in addition to any remedy now or hereafter provided by law, the Division may, following reasonable notice to the property owner(s), institute suit to enjoin said violation. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees

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 shall not be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

The failure of the Division to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy the use of such right or remedy at any other time.

Execution of this agreement shall constitute conclusive evidence that the Declarant agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

**IN WITNESS THEREOF, [Name of Declarant]** has agreed to the stipulations and terms of this legal instrument, and has caused this agreement to be executed this **[Day]** day of **[Month]**, **[Year]**.

Sealed and Delivered  
In the Presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**[Name of Declarant]**

STATE OF DELAWARE)  
                  ) ss. **[City/Town of \_\_\_\_\_]**  
COUNTY OF **[COUNTY]**)

**BE IT REMEMBERED**, that on this **[date]** day of **[month]**, **[year]**, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, **[Name of Declarant]**, party to this Instrument of Writing, and acknowledged this Instrument of Writing to be **[his/her/their]** act and deed.

**GIVEN** under my Hand and Seal of Office, the day and year aforesaid.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public (Print Name)

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Division of Historical and Cultural Affairs, acknowledges their role in carrying out the terms of this legal instrument, and has caused its Director, Timothy A. Slavin, to hereunto set his hand on this **[date]** day of **[month]**, **[year]**.

Sealed and Delivered  
In the Presence of:

**DIVISION OF HISTORICAL AND CULTURAL AFFAIRS**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Timothy A. Slavin, Director

STATE OF DELAWARE)  
    ) ss. City of Dover  
COUNTY OF KENT)

**BE IT REMEMBERED**, that on this **[date]** day of **[month]**, **[year]**, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Timothy A. Slavin, who acknowledged that he is the Director of the Division of Historical and Cultural Affairs and that he is known to me personally to be such, being authorized to do so he acknowledged this Instrument for the State of Delaware by signing his name as Director.

**GIVEN** under my Hand and Seal of Office, the day and year aforesaid.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public (Print Name)

My Commission Expires: \_\_\_\_\_

## CONTRACT SELECTION PROCESS

Grant Recipients (**including those who have already completed the work for which they will receive grant funding**) must comply with the procedures below when selecting contractors and professional consultants for the work to be supported through federal funds under this Program. Grant Recipients must maintain records sufficient to detail the selection process and provide copies of this material to HCA. These records will include, but are not necessarily limited to, the following information:

- Justification for which type of selection process will be used/was followed (see four types below);
- Type of contract to be/was signed (The allowed contract types are: are: cost-reimbursement, firm-fixed-price, fixed-price incentive, or cost-plus-a-fixed-fee); and
- List of bidders and the reasons for their selection or rejection.

**Small Contracts (under \$100,000):** In order to ensure fair and open competition, Grant recipients will:

- Provide evidence that three contractors who are qualified to accomplish the project work were contacted and requested to provide a written quote, and
- If the contract costs are expected to exceed \$10,000, provide contract bidders with a copy of the “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity,” (**Attachment 2**).
- When the Grant Recipient is a state agency, inform all contract bidders that any bid must include wage costs which comply with the federal and state prevailing wage requirements ([Davis-Bacon Act](#) (40 U.S.C. 276a to a-7); and [Delaware Code Title 29, Section 6960\(a\)](#)). **NOTE: Other Grant Recipients, particularly public entities, should seek advice from legal counsel and/or the Delaware Department of Labor as to the applicability of these laws to their projects.**
- Other bidding requirements may apply, depending on the nature of the services sought.

If all quotes received exceed \$100,000, then the contract must be formally bid following the process for Competitive Sealed Bids. Although not required, it is recommended that an architect or engineer oversee the preparation of the contract documents and the construction process if the nature of the work is complex and the project would benefit from this level of expertise. Such professional services are an allowable grant cost.

**Competitive Sealed Bidding (over \$100,000):** Projects for which the costs are expected to exceed \$100,000 must be advertised for bid through a competitive bidding process. For this method of choosing a contractor, there should be at least two responsible bidders who are willing and able to compete, and the selection of the successful bidder must be able to be made principally on the basis of price. The services of a professional architect or engineer are required for these projects to help ensure that all contracting requirements are met. Professional consultant fees may be included as part of the project budget. Following is a summary of the requirements for this type of bidding process:

- The formal advertisement must state that the project is supported in part through federal funds and that compliance with all applicable Federal, State, and local laws, rules, and regulations is required.
- The architect/engineer must prepare a written bidding document (specification) which sets forth all requirements which contractors must fulfill as well as any factors to be used in evaluating the bids or proposals including a deadline for completion of project work.
- The bidding document must avoid unnecessarily restrictive specifications or requirements which might unduly limit the number of bidders.
- The “Invitation to Bid” must be publicly advertised at least three times in a major newspaper in the area where the project is located (which can be either three successive times in one publication, or published one time simultaneously in three different publications), as well as through direct mail,



and it must clearly define the services needed in order for the bidders to properly respond to the invitation. The Invitation to Bid must also indicate that: the project is funded under a federal grant and subject to compliance with all federal contracting laws; the property is listed or is eligible for listing in the National Register of Historic Places; and all work must be consistent with the Standards. Sufficient time must be allowed between the time of announcing the bid and the date set for opening the bids (usually 20 to 30 days).

- Bid documents must contain a copy of the “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity,” (**Attachment 2**).
- Each bid submitted must be accompanied by a certified check or a bid bond payable to the Grant Recipient equal to 10% of the bid (a percentage rather than a specific dollar amount is acceptable).
- All bids are to be opened publicly at the time and place stated in the Invitation to Bid.
- After all bids are received, they must be tabulated and summarized in a manner that will facilitate comparison of their relative advantages and disadvantages. In awarding contracts which include additive and deductive bid items, the award procedure should include a disclosure of the selection priority for these items. This tabulation and/or summary must be signed and dated to provide documentation as to the basis for awarding the bid.
- The bid should be awarded to the contractor whose bid conforms to all the material terms and conditions of the invitation for bid, and is the lowest responsible contractor. There may be sound business reasons why the lowest overall bid is not chosen. In making a determination that a contractor is not responsible, the Grant Recipient may consider contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The Grant Recipient’s reasons for not choosing the lowest overall bidder must be documented in writing.
- HCA must be consulted when there is a failure to receive at least two bids, if there a great disparity in bid quotations, or if the Grant Recipient intends to award a contract to other than the low bidder.
- Written notice must be sent to all bidders notifying them of the results of the contract selection process. Once the contract is awarded, all bid bonds for non-successful bidders are to be returned.
- All bids may be rejected when there are sound documented business reasons in the best interest of the Grant Recipient. If all bids are rejected as too costly, and the scope of work is then substantially altered, the work must be re-advertised, after HCA has approved the change in scope.
- If no bid or no acceptable bids are received, a contract can be negotiated for the same scope of work if each bidder is given notice of this intent and a reasonable opportunity to negotiate. In such circumstances, notices concerning negotiations should be sent to all bidders, if any, by certified mail with "signed receipt requested" to provide documentation of compliance. Any material change in the invitation to bid, including changes in specifications, would necessitate re-advertising.

**Competitive Negotiation:** Grant Recipients should engage in competitive negotiation when selecting architects or engineers or other professional services. The selection process is carried out by preparing a Request for Proposal (RFP). The RFP is distributed by mail and other appropriate means to an adequate number of responsible sources to permit reasonable competition consistent with the nature of the work. Responses to the RFP from all responsible sources should be encouraged and considered. An RFP must include the following:

- A description of the nature of the work.
- All significant factors to be used in evaluating the RFP and their relative importance.
- Mechanisms for technical evaluation of the proposals received.
- Determinations of responsible firms for the purpose of written or oral discussions and selection of contract award.
- Resumes, references, and past work experiences related to this type of being solicited.

The Grant Recipient may negotiate with more than one of the sources submitting offers. An award may be made to the firm whose proposal will be most advantageous to the Grant Recipient, price and other factors

considered, and may be either a fixed-price or cost-reimbursable type contract. Unsuccessful firms should be notified promptly.

**Non-Competitive Negotiation:** Non-competitive negotiation involves selecting a contractor by soliciting from only one source, or if, after soliciting a number of sources, competition is determined inadequate. Prior HCA approval is required before proceeding with this type of contract selection process.

## CONSTRUCTION CONTRACT REQUIREMENTS

Contracts are written agreements between the Grant Recipient and the successful contractor. These detail the responsibilities, standards, and fees as agreed to by the two parties. Contract awards are to be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions that were advertised during the contract selection process. The four contract types allowed under this Program are: cost-reimbursement contracts, firm-fixed-price contracts, fixed-price-incentive contracts, or cost-plus-a-fixed-fee contracts. Certain federal contracting requirements must be adhered to in the contract documents, as indicated.

**All Contracts:** State laws regarding overtime pay and working conditions apply (see, e.g. [Delaware Code Title 19, section 1102](#), and [Title 10, Sections 8106 and 8111](#)). The federal [Contract Work Hours and Safety Standards Act](#) (40 USCA sections 3701 et seq.) may also apply.

**Prevailing Wage:** When the Grant Recipient is a state agency, in addition to other contract requirements specified herein, contractors must employ a wage scale that is in compliance with federal ([Davis-Bacon Act](#) (40 U.S.C. 276a to a-7) and state ([Delaware Code Title 29, Section 6960\(a\)](#)) prevailing wage requirements.

**NOTE: Other Grant Recipients, particularly public entities, should seek advice from legal counsel and/or the Delaware Department of Labor as to the applicability of these laws to their projects.**

**Contracts which exceed \$10,000:** When a federally-assisted construction contract exceeds \$10,000, the contractor and all sub-contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin, and are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. In such cases, the following documents must be included in the contract:

- Equal Opportunity Clause (**Attachment 3**)
- Standard Federal Equal Employment Opportunity Construction Contract Specification (**Attachment 4**)
- Certification of Non-Segregated Facilities (**Attachment 5**) (*to be signed by contractor and each sub-contractor*)

Contractors are to provide notice of contract awards exceeding \$10,000 to the Director of [Office of Federal Contract Compliance](#) (OFCCP) within ten (10) days after the award. The notice must include the name, address and telephone number of the contractor, employer identification number (EIN), dollar amount of contract, estimated starting and completion dates, contract number, and the geographical area in which the contract is to be performed. Notice is to be sent to OFCCP's Philadelphia Regional Office at: U.S. Department of Labor, OFCCP, Robert N.C. Nix, Sr. Federal Building, 900 Market Street, Suite 311, Philadelphia, PA 19107 (215-587-4121 or fax 215-597-9447). Contractors must comply with the following requirements:

- Provide to OFCCP on a monthly basis the Workforce Utilization Report (Form CC-257);
- Maintain non-segregated facilities;
- Expressly state in all employment solicitation or advertising that the contractor is an Equal Opportunity Employer;
- Display an Equal Opportunity Poster in the workplace; and
- Allow OFCCP personnel access to site, records, and employees for purpose of determining the contractor's compliance status.

**Contracts which exceed \$100,000:** In addition to the contract requirements specified above, contracts must contain the following:

- Provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate;
- Suitable provisions for termination by the Grant Recipient, including the manner by which it will be effected and the basis for settlement
- Provisions requiring compliance with certain federal laws and state and federal administrative orders including:
  - ✓ [Executive Order 11246](#), entitled " Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) (see Attachments 2, 3, and 4)
  - ✓ [The Copeland "Anti-Kickback" Act](#) (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) which prohibits Contractors from inducing employees to give up any part of the compensation to which they are otherwise entitled;
  - ✓ Section 306 of the [Clean Air Act](#) (42 U.S.C. 1857(h)), Section 508 of the [Clean Water Act](#) (33 U.S.C. 1368); Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities and a requirement to report violations to both the US Department of the Interior, National Park Service (NPS), and the EPA.
- Provision to the effect that the Grant Recipient, NPS and their duly authorized representatives, and HCA and their duly authorized representatives, must be afforded access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcription for a period of 3 years after final payments have been received and all other pending matters are closed.

After a formal contract is signed, the contractor must provide a performance and payment bond payable to the Grant Recipient in the amount of 100% of the contract which is conditioned upon compliance with and performance of all terms of the contract and the related plans and specifications, and which includes the following:

- Provision for payment in full to every firm providing material for or performing labor in performance of the contract.
- Provision to indemnify and hold harmless from all costs, damages and expenses growing out of or by reason of the successful contractor's failure to comply with and perform the work and complete the contract in accordance with its terms, the following parties: the Grant Recipient, NPS and their duly authorized representatives, and HCA and their duly authorized representatives.

Upon receipt of the performance and payment bond, the contractor's certified check or bid bond is to be returned. In addition to the performance and payment bond, each contractor must purchase adequate insurance for the performance of the contract, and agree to indemnify and hold harmless and to defend against all legal and equitable actions brought from all claims of liability which is or may be the result of the contractor's actions during the performance of the contract, the following parties: the Grant Recipient, NPS and their duly authorized representatives, and HCA and their duly authorized representatives.

Contract change orders must not be used to increase the cost of a contract which was deliberately underbid to get the award. Change orders to adjust the cost of the contract without an increase in scope may be adjusted for materials and labor costs only and the fixed fee profit amount must remain the same.

**CERTAIN GRANT REQUIREMENTS BY AMOUNT OF THE GRANT AWARD**

Grant Award Amount	\$5000 - \$9,999	\$10,000 - \$50,000*	\$50,001 - \$99,999*	\$100,000+*
Term of Preservation Covenant (Exhibit A)	5 Years	5 Years	10 Years	20 Years
Professional architect or engineer	recommended, if project is complex	recommended, if project is complex	recommended, if project is complex	required
Contract Selection Process (Exhibit B)	Small Contract Procedures: request quotes from at least 3 contractors	Small Contract Procedures: request quotes from at least 3 contractors	Small Contract Procedures: request quotes from at least 3 contractors	Large Contract Procedures – Competitive Sealed Bidding Procedures
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Attachment 1)	N/A	Provide contract bidders with the Notice	Provide contract bidders with the Notice	Provide contract bidders with the Notice
Construction Contract Requirements (Exhibit C)	Provisions listed in Exhibit C, as applicable	<p>Contracts must contain:</p> <ul style="list-style-type: none"> <li>• Equal Employment Opportunity Clause (Attachment 2)</li> <li>• Standard Federal Equal Employment Opportunity Construction Contract Specifications (Attachment 3)</li> <li>• Certification of Non-Segregated Facilities (Attachment 4)</li> </ul> <p>Other provisions listed in Exhibit C, as applicable</p>	<p>Contracts must contain:</p> <ul style="list-style-type: none"> <li>• Equal Employment Opportunity Clause (Attachment 2)</li> <li>• Standard Federal Equal Employment Opportunity Construction Contract Specifications (Attachment 3)</li> <li>• Certification of Non-Segregated Facilities (Attachment 4)</li> </ul> <p>Other provisions listed in Exhibit C, as applicable</p>	<p>Contracts must contain:</p> <ul style="list-style-type: none"> <li>• Equal Employment Opportunity Clause (Attachment 2)</li> <li>• Standard Federal Equal Employment Opportunity Construction Contract Specifications (Attachment 3)</li> <li>• Certification of Non-Segregated Facilities (Attachment 4)</li> </ul> <p>Contract Work Hours and Safety Standards Act applies</p> <p>Other provisions listed in Exhibit C, as applicable</p>

\* For Grant Recipients that are state agencies, prevailing wage requirements also apply. **NOTE: Other Grant Recipients, particularly public entities, should seek advice from legal counsel and/or the Delaware Department of Labor as to the applicability of these laws to their projects.**



**Delaware Division of Historical and Cultural Affairs  
HURRICANE SANDY DISASTER RELIEF ASSISTANCE  
GRANTS FOR HISTORIC PROPERTIES: APPLICATION**

**Application Instructions--Notes & Reminders**

These grants provide federal funds to Historic Property owners to assist in repairing storm damage which occurred during the storm in late October 2012. Carefully review the Program Guidelines before filling out the Application.

- Complete all sections of the Application. Additional sheets may be attached if more space is necessary to answer questions.
- Applications must be signed by all parties who have a fee simple interest in the Historic Property or by an authorized representative, if the owner is an agency or organization.
- Applications may be submitted by mail, in person, or **electronically**. If submitted electronically, please convey p. 6 with signatures separately via mail, fax, or scan and email.
- Application materials will not be returned.
- Provide a minimum of six (6) photographs of the Historic Property. If application is mailed, or submitted in person, we would prefer that photographs be submitted digitally on a CD or a flash/thumb drive. The photographs must be labeled, and should include:
  - ✓ Exterior views of each elevation taken recently (required)
  - ✓ Views of storm-damaged areas taken recently (required)
  - ✓ Views of storm-damaged areas taken shortly after the storm (preferred, if available)
  - ✓ Views of storm-damaged areas showing condition before the storm took place (preferred, if available)
- Other Application Attachments:
  - ✓ Map(s) marked with location of the Historic Property (include an aerial, if available)
  - ✓ Documentation that damage resulted from the storm
  - ✓ Any assessments, condition reports, or engineering studies that may have been carried out
  - ✓ If project repairs are complete, evidence of compliance with contractual requirements.
- Questions? Contact Gwen Davis (302-736-7410, [gwen.davis@state.de.us](mailto:gwen.davis@state.de.us)), or Joan Larrivee (302-736-7406, [joan.larrivee@state.de.us](mailto:joan.larrivee@state.de.us)).
- Applications must be postmarked/submitted **by March 21, 2014**. Late or incomplete applications will not be considered for funding.
- **Mail/Deliver Applications to:** Hurricane Sandy Grants Application  
Division of Historical and Cultural Affairs  
21 The Green  
Dover, DE 19901
- **Email Applications to:** [PreservationGrant@state.de.us](mailto:PreservationGrant@state.de.us)

**Delaware Division of Historical and Cultural Affairs**  
**HURRICANE SANDY DISASTER RELIEF ASSISTANCE GRANTS**  
**FOR HISTORIC PROPERTIES: APPLICATION**  
(Please print or type. [Click here to submit a form electronically](#))

**APPLICANT INFORMATION**

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

If the Applicant is an agency or organization, name and title of legally authorized representative:

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Project Manager (if different from Applicant):

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**PROPERTY INFORMATION**

Historic Name (if known): \_\_\_\_\_

Address and/or Tax Parcel #: \_\_\_\_\_

**National Register Status of the Property:**

Property is listed individually on the National Register of Historic Places

Property is contributing to a National Register-listed Historic District

Name of Historic District: \_\_\_\_\_

Property is not listed either individually or as part of an historic district, but HCA has determined that the property is eligible for listing, and the Owner(s) agree(s) to pursue/allow listing the Historic Property on the National Register.

Property is not listed and has not been previously determined eligible. If the Applicant is requesting HCA evaluate the National Register-eligibility of the property, then they must provide historical research and/or documents to assist HCA in making a determination. The National Park Service's Keeper of the National Register is the final arbiter of eligibility determinations. If determined eligible and this Application is approved, then Owner(s) agree(s) to pursue/allow listing the Historic Property on the National Register.

**Attach separate pieces of paper with responses, or [click here to submit a form electronically](#).**

### **DESCRIPTION OF PROPERTY AND ITS USE**

1. Describe the Historic Property's general exterior and interior physical condition, its site/setting, details of its significant features/finishes/materials.
2. Describe its current use, and any expected change in use once the rehabilitation is completed.

### **DESCRIPTION OF PROJECT**

1. Has the project work already been completed? No  Yes   
If yes, then attach copies of the documentation indicating how the work was contracted (see **Exhibits B and C** of the Program guidelines).
2. Describe the nature and extent of the damage that occurred as a result of Hurricane Sandy. Please be as specific as possible, discussing the current condition of each damaged area and the work proposed to repair the damage. Describe any work accomplished to date to assess the damage or make repairs.
3. Describe the nature and extent of any ground disturbance that may take/has taken place as a result of the project.

### **ESTIMATE OF COSTS, OTHER FUNDING SOURCES, AND GRANT REQUEST**

1. Estimate the cost of the repairs and explain how this estimate was determined (Be sure to include non-construction costs such as reports, professional fees, construction oversight, required permit fees, etc. Attach any written estimates from contractors).
2. List any funds received or expected from other sources (federal, state or local agencies, non-profit organizations) or from an insurance settlement. Subtract these other funds from the total estimate of costs to calculate the grant request.
3. Indicate amount of grant request: \$ \_\_\_\_\_

**SCORING CRITERIA:** *Please indicate how the scoring criteria in the Program Guidelines apply to the project.*

1. Briefly describe the historic significance of Historic Property; refer to the National Register nomination, determination of eligibility, and/or other historic research/documentation.
2. How severe was the storm damage? Did the property remain occupied or in use? Has unrepaired storm damage led to further deterioration/damage of the property?
3. After completing the work for which these funds are being requested, will the Historic Property be in need of any further repairs before it can be returned to its function? If so, briefly describe the further work that would be needed.



4. Describe how the project will be managed. Will an architect or engineer be hired to oversee the project work and prepare project documents? Discuss any financing plan or budget that has been developed for the project.
5. What is the timetable for completion of project work? What factors were considered in developing the project schedule?

#### **CERTIFICATION:**

The Applicant certifies that they have read the Hurricane Sandy Disaster Relief Assistance Grant for Historic Properties Grant Program guidelines for Delaware, and acknowledges the terms and conditions described therein. When a grant is awarded, a Grant Agreement must be executed by all who have a legal ownership interest in the Historic Property which will bind them to these terms. By signing below the Applicant, who is certifying that they are, or have the right to represent, the legal Owner(s) of the Historic Property certifies the following with respect to this application for federal assistance:

- **Programmatic and Financial Compliance** – Applicant is willing to comply with all requirements imposed by the US Department of the Interior, National Park Service, the federal grantor agency, concerning all applicable regulations, policies, guidelines and requirements for this federally-assisted project as outlined guidelines for this Program.
- **Coordination with HCA** – Applicant is willing to cooperate fully with HCA to ensure that all requirements described in the guidelines for this Program are carried out.
- **Contracting Procedures** – Applicant is willing to comply with approved methods of contractor selection as outlined in guidelines for this Program, and to allow for broad participation by all who are qualified to perform the services required for successful project completion.
- **Acknowledgment of Project Support** – Applicant is willing to acknowledge the federal assistance in all of their publicity about the project and to also post a sign (to be provided by HCA) which acknowledges this support at the project site throughout the project period.
- **Standards for Project Work** – Applicant is willing to undertake rehabilitation work in conformance with the Secretary of the Interior's *Standards and Guidelines for the Treatment of Historic Properties* and all associated federal guidelines and regulations.
- **Preservation Covenant** – Applicant is willing to execute a Covenant to ensure maintenance of the Historic Property in conformance with preservation standards, as well as public access, if required, in accordance with the terms described in the guidelines for this Program.
- **Insurance** – Applicant is willing to maintain property insurance on the Historic Property well as flood insurance, if required, during the term of the Covenant.
- **Audit** – Applicant is willing to provide HCA (or any authorized representative thereof) with access to and the right to examine all records, books, papers, or documents related to the grant, if requested.

**IF APPLYING ELECTRONICALLY, SEND SIGNATURE PAGE VIA MAIL; or FAX (302-739-5660); or SCAN & EMAIL.**

Historic Property Name (if known): \_\_\_\_\_

Address and/or Tax Parcel #: \_\_\_\_\_

The Applicant(s), who is/are the legal Owner(s), or if the Owner is an agency or organization, who is the organization's legal representative, hereby certifies that all information contained in the application is correct and that they are agreeing to be bound by the Program requirements if they are awarded grant funding.

\_\_\_\_\_  
**Signature** **DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Typed/Printed Name and Title**

\_\_\_\_\_  
**Signature** **DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Typed/Printed Name and Title**

**(Add additional signature lines if needed)**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

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<b>TIMETABLES</b>	Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
	11-13%	6.9%

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These goals are applicable to all the Contractor's construction work (whether it is federal or federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on the Contractor's implementation of the Equal Employment Clause, specific affirmative action obligations required by the specification set forth in 41 CFR 60-4.3(a), and the Contractor's efforts to meet the goals established for the geographical areas where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor-to-Contractor or from project-to-project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction sub-contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Sub-Contractor; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Delaware.

*Excepted in its entirety from the Historic Preservation Fund Grants Manual (National Park Service, 2007)*

## EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor codified as 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees to the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the Applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified Applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and Applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246, and by rules, regulations, and orders of the Secretary of Department of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in that Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each Sub-Contractor or vendor. The Contractor will take such the event a Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Grant Recipient further agrees to be bound by the above equal opportunity clause with respect to its own employment practices when participating in federally-assisted construction work; provided, that if the Grant Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Grant Recipient agrees to assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Sub-Contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Grant Recipient further agrees to refrain from entering into any contract or contract modification subject to Executive Order 11246, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Sub-Contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the Grant Recipient agrees that failure or refusal to comply with these undertakings may cause the administering agency to take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant, contract, loan, insurance, guarantee; refrain from extending any further assistance to the Grant Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Grant Recipient; and refer the case to the U.S. Department of Justice for appropriate legal proceedings.

*Excerpted in its entirety from the Historic Preservation Fund Grants Manual (National Park Service, 2007)*

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

1. Definitions as used in these specifications:
  - a. "Covered area" means the geographic area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Sub-Contractor at any tier, sub-contracts a portion of the work involving any construction trade, the Contractor/Sub-Contractor shall physically include in each sub-contract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, the Contractor's affirmative action obligations on all work in the Plan Area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Sub-Contractor participating in an approved Plan is individually required to comply with their obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Sub-Contractors toward a goal in an approved Plan does not excuse any covered Contractor's or Sub-Contractor's failure to take good faith efforts to achieve the Plan's goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Exhibit. The goals set forth in the solicitation are expressed as percentages of the total hours of employment and training that the Contractor should reasonably be able to achieve for minority and female utilization in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward these goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the

contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Training must be in accordance with training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon the Contractor's efforts to achieve maximum results from these actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or the Contractor's union have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's effort to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors' employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b, above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of

- construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Sub-Contractors with whom the Contractor does or anticipates doing business.
  - i. Direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractors shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of at least all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7a through 7p). The efforts of a Contractor association, joint Contractor-union, Contractor-community (or other similar group of which the Contractor is a member and participant), may be asserted as fulfilling any one or more of their obligations under 7a through 7p of these specifications provided that:
- a. the Contractor actively participates in the group,
  - b. makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry,
  - c. ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation,
  - d. makes a good faith effort to meet its individual goals and timetables, and
  - e. can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor.

The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.



9. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved the goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any sub-contract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling the obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Attachment, so as to achieve maximum results from the efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director, Office of Federal Contract Compliance Programs, U.S. Department of Labor will proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions thereof as may be required by the Government, and keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Community Development Block Grant Program).

*Excerpted in its entirety from the Historic Preservation Fund Grant Manual (National Park Service, 2007)*

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The federally-assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work area, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (Please Type or Print)

*Excerpted in its entirety from the Historic Preservation Fund Grant Manual (National Park Service, 2007)*