        - Interior elevations
        - Schedules
            - Door schedule
            - Window schedule
            - Finish schedule
            - Toilet accessory schedule
            - Appliance schedule
            - Plumbing schedule
            - Lighting schedule

ENGINEERING SCOPE OF SERVICES:

Structural Engineering:

- Revise initial assessment report and recommendations to be in line with Construction Documents
- Provide typical repair details and instance-specific details where warranted
- Development of Construction Documents including general structural notes and specifications, plans, sections, and details

MEP Engineering:

- Revise initial assessment report and recommendations to be in line with Construction Documents
- General Engineering
    - Coordination of site utilities to 5'-0" outside the building
        - Meeting(s) with owner and/or architect as required
    - Energy code compliance with 2012 IECC and documentation
    - Plans and specifications
    - Revit MEP design
- Mechanical Engineering
    - Systems equipment such as split system heat pumps, etc.
    - Terminal equipment such as supplement heaters, etc.
    - Air distribution such as ductwork, dampers, air terminals, etc.
    - General exhaust systems
- Electrical Engineering
    - Site Power Distribution and Technology Pathways
        - Coordination with electric utility company
        - Secondary Distribution from transformer to building service entrance
        - Tele/Data Service Pathways from Utility to building service demarcation
    - Lighting control systems
    - Limited lighting design
        - Selection of light fixtures by others
        - Reflected ceiling plan and lighting layout will be provided to KLH by others
    - Power distribution
    - Branch circuiting
    - Low voltage raceways for technology systems
    - New fire alarm systems which relate to audio/visual device locations and performance specifications only; permit documents shall be provided for deferred submittal by others
- Plumbing Engineering
    - Domestic hot and cold water systems
        - Tank-type water heater(s)
    - Sanitary systems

- Plumbing fixtures
  - Selections of plumbing fixtures by others
- Plumbing systems as related to the mechanical equipment and plumbing equipment, such as condensate drainage, ancillary drains, etc.

ESTIMATED TOTAL PROJECT SCHEDULE:
Increment 1 (previous proposal):
Historic research, code review, and program refinement – 3 weeks
City of Covington review and comment – 1 week
Increment 2:
Design Development – 4 weeks
City of Covington review and comment – 1 week
Increment 3:
Construction Documents – 6 weeks

FEES:

Discipline + Service	Fee
2026020.02 - Architecture – Design Development and Construction Documents	**$56,100.00**
2026020.02 - Structural Engineering – Design and Construction Documents	**$15,000.00**
2026020.02 - MEP Engineering – Design and Construction Documents	**$14,000.00**
2026020.02 - Construction Administration	**$6,800.00**
Total	**$91,900.00**

FEE NOTES
1. The City of Covington will be responsible for the Section 106 submission.
2. Fees include once weekly owner / design team meetings.
3. Fees do not include reimbursable expenses which are estimated to be $500.
4. For existing buildings requiring new plumbing work, MEP may require scoping and exploration of existing sanitary / storm piping to determine condition and ability for reuse. This will be at the owner's expense.
5. The architect will provide lighting layout and typical luminaire specifications.
6. MEP shall coordinate its services with those services provided by the Architect and Owner, and the Architect and Owner's consultants. The engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Architect and Owner, and the Architect and Owner's consultants. MEP shall provide prompt written notice to the Architect if MEP becomes aware of any error, omission, or inconsistency in such services or information. Additionally, changes by Architect and Owner, and the Architect and Owner's consultants that require modification of the MEP systems, MEP will require additional services to redesign the MEP systems.

Fee Clarification Items:

1. The fees include an estimate for reimbursable expenses, which will be billed at cost plus six (6) percent. MAA will not proceed with any individual reimbursable expense items exceeding $600.00 without verbal or written approval by the Owner. Reimbursable expenses include all Plotting, Printing, Deliveries, Travel, Specification Preparation and Printing, and Copies. Any air travel will be by the most direct route possible from DFW Airport or Dallas Love Field. All international travel will be business class from DFW Airport on the most direct flights possible.

– Bond plotting (Full and Half size) $0.22/SF
– Bond printing/copying (Full & Half size) $0.22/SF
– Specification copying $0.09/impression
– Color Plotting $7.50/SF
– Color Copying/Printing $0.55/impression
– Coil binding $4.45/book

2. Fees include coordination of all consultants, including Owner furnished consultants. Any additional services may result in additional fees. The Owner will be notified prior to any additional service work being performed.

3. The fees include the normal required submittal efforts and coordination efforts with the various City approval processes. Special drawings and presentations that may be required, including professional renderings and model costs, for Design Approvals, etc., will be proposed on a lump sum per task basis as added services.

4. Fees are payable within thirty (30) days of the date of the invoice, and payment is not contingent on project financing. The MAA team will cease work on the project when invoices remain unpaid after thirty (30) days and will resume work upon full payment. Invoices not paid after thirty (30) days will incur MAA financing charges of 7.5% annually, on a monthly pro-rated basis compounded monthly.

5. Fees do not include permitting fees.

6. Fees exclude 3-dimensional renderings, fly-by videos or virtual reality imaging.

7. Any consultants added to the proposal at owner request at a later date will be invoiced at their direct cost plus six (6) percent.

8. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed $100,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all Liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Thank you for allowing us to be involved in this process. We can begin work as soon as the week of 9/28/2026 should you accept this proposal. Please sign with your approval below and return a copy to us for our records.

Submitted By:	Approved By:
Chris Grosser, AIA, NCARB Senior Associate / Director of Cincinnati/Northern KY Office	
Name & Title	Name & Title
Chris Grosser	
Signature	Signature
August 19, 2026	
Date	Date

cc: Milton Anderson
David Masters
John Carruth

PROFESSIONAL SERVICES AGREEMENT

This Agreement (the "Agreement" and/or "Contract) is entered into on _______________________ (the "Effective Date") by and between **MERRIMAN ANDERSON ARCHITECTS, INC.**, a foreign corporation with a principal office of 300 N. Field St. Dallas, TX 75202 (the "Contractor") and the **CITY OF COVINGTON, KENTUCKY**, a Kentucky city of the home rule class with a principal office at 20 W. Pike Street, Covington, KY 41011 (the "City") collectively the "Parties".

WHEREAS, the City sought an architectural firm to provide Phase 2 professional architecture and engineering services for the Rehabilitation of the Frank Duveneck House and Studio located at 1226 Greenup Street, Covington, KY 41011.

WHEREAS, the City issued a Request for Proposals on January 26, 2026 and the Contractor was identified as the successful respondent to the City's Request for Proposals for Phase 1 professional architecture and engineering services.

WHEREAS, the Contractor has been determined by qualified consideration of the procuring department and the above representative that the procurement detailed above qualifies for a purchasing exception, as defined by the Covington Code of Ordinances § 35.076(D) and 35.081. (See Qualified Purchase Exception Form, attached hereto as **Exhibit B**.)

WHEREAS, Contractor will provide said Phase 2 professional architecture and engineering services for the historic preservation of the Frank Duveneck House and Studio with due diligence, and in a satisfactory and proper manner as determined by the City and in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

NOW THEREFORE, for and in consideration of the promises, covenants and obligations herein contained, the parties mutually agree as follows:

SECTION 1. SCOPE OF SERVICES.

Contractor shall, with due diligence and in a satisfactory and proper manner as determined by the City Manager or his designee, perform all the necessary services under this Agreement.

The services ("Services") being provided include those outlined in the following documents, which are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Services. Together said documents shall hereinafter be referred to as "the Contract Documents" and shall include:

a. **This Agreement**
b. **EXHIBIT A – GRANT AWARD EXCERPT**
c. **EXHIBIT B – QUALIFIED PURCHASE EXCEPTION FORM**
d. **EXHIBIT C – CONTRACTOR FEE PROPOSAL**

If there are any conflicting terms or conditions between any of the exhibits and this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 2. TERM.

The Services of Contractor are to commence forthwith on execution of this Agreement by both parties and shall end after a period of one (1) year. After the initial one-year term, the City may renew this Agreement on a year-to-year basis upon written mutual agreement the Parties. Any time prior to the expiration of the initial term or any successive renewals, either party may end this Agreement by giving to the other party thirty (30) days written notice of termination.

The Parties hereby agree that that time is of the essence.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation.

That for and in consideration of the payment of a sum not to exceed **$91,900.00** (the "Contract Price") to be paid by the City according to the terms set forth in **Exhibit C** and Section 3(B) of this Agreement, the Contractor agrees to perform the work provided herein. The City shall make payment under the Agreement upon submission of an invoice specifying that the required services for each task have been performed, accompanied by data satisfactory to the City to document entitlement to payment for the Services performed to date. The City reserves the right to refuse payment if it is determined by the City Manager or her designee that the work performed or materials provided for the Services are inadequate or defective. If it is determined by the City Manager, or his designee that the monthly invoice is inadequate, or that work performed or materials provided are inadequate or defective, the City shall notify the Contractor and tender written explanation for such action within ten (10) days of the action. The City also reserves the right to refuse payment if it is determined by the City Manager or her designee that the Contractor has failed to comply with the requirements of the Grant Award Excerpt labeled as **Exhibit A** attached hereto and incorporated by reference.

B. Method of Payment.

Payment by the City for Contractor's Services will be made following the submission of an invoice for each task identified in **Exhibit C**. Contractor shall provide the City with invoices for payment of the Services for the task identified in **Exhibit C** following the completion of the respective tasks. The invoices shall provide sufficient and detailed information satisfactory to City, so it can verify performance of services. The invoices shall be based solely on the Contractor's Fee Proposal included in **Exhibit C** to this Agreement. The City shall have thirty (30) days from the date of receipt of the respective invoices to pay the invoice amounts.

SECTION 4. SUBCONTRACTING AND ASSIGNABILITY.

A. Subcontracting.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. City shall not be responsible for payment to any subcontractor not identified in this Agreement. Any work or services subcontracted shall be specified by written agreement between City and Contractor.

B. Assignment.

Contractor shall not transfer or assign any interest in this contract without prior written consent of the City.

SECTION 5. TERMINATION/REMEDIES.

A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants or representations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least thirty (30) days before such effective date. In such event, all finished or unfinished documents, data, studies, reports and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

B. Any periodic payments from the City specified in this Agreement will be contingent upon performance of contractual obligation to date, including the proper receipt of supporting receipts, invoice reports, statements, or any other supporting information as required by the City in this Agreement. Failure to satisfactorily meet any one of the Agreement obligations by the Contractor may result in the City withholding payment and/or seeking legal redress. The City also reserves the right to seek any other financial and/or equitable remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Agreement obligations. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

C. In the event that the City alleges breach on behalf of Contractor, the City may afford Contractor, ten (10) days upon written notice, to cure the failure or submit a reasonably acceptable plan to cure any alleged deficiency prior to termination. Upon expiration of the ten (10) days (or longer period), the contracting officer may issue a notice of termination for default unless it is determined that the failure to perform has been cured.

D. The City may terminate this Agreement at any time for convenience by a notice in writing, at least forty-five (45) days before such effective date, from the City to the Contractor. In such event, all finished or unfinished documents, data, studies, reports and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed as of the date of termination.

E. If the Contractor terminates this Agreement after the work has begun, the City shall not be required to compensate the Contractor for services/work not completed.

SECTION 6. COMPLIANCE WITH LAWS AND POLICIES

A. Generally.

In the performance of services under this Agreement, the Contractor shall comply will all statutes, ordinances, regulations and rules of the United States of America, Commonwealth of Kentucky, Kenton County, and the City of Covington.

B. Nondiscrimination.

During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advancements 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, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers'

representative of the Contractor's commitments under the Agreement, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized by the rule, regulation, and order of the Secretary of Labor, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. In accordance with the City's Human Rights ordinances, Contractor additionally agrees that it shall not discriminate against any employee or applicant for employment on the basis of any protected class, including but not limited to: race, color, religion, sex, sexual orientation, gender identity, age, national origin, ancestry, marital status, parental status, familial status, place of birth, disability, or natural texture, color of hair, hair styles, or protective hair styles (including, but not limited to braids, locks, twists, and coverings).

C. Occupational License Fees.

Contractor agrees to comply with § 110.01 *et seq*. of Covington Code of Ordinances, titled "Business and Occupation License Fees." Specifically, Contractor agrees to pay all business and occupational license fees that may become due during the term of this Contract or which are past due for any other work that Contractor has performed in the City. Contractor further agrees that it will require, by contract, all subcontractors working on the Project to comply with Section 110.01 *et seq*. of Covington Code of Ordinances. Contractor affirms that it has obtained, or has taken the appropriate steps to apply for, a City Occupational License.

D. Good Standing

Contractor shall be in good standing with the City in accordance with the terms of Covington Code of Ordinances § 35.003, which requires that entities undertaking work on behalf of the City must not have filed pending adverse claims against the City in the form of settlement demands or lawsuits; nor shall they be delinquent in obligations to pay loans, fines, liens, or other obligations to the City.

E. Conflict of Interest.

1. Employee or agent of City.

Contractor agrees that no officer, employee, or agent of City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family members, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Contractor or in this Agreement (unless he or she is an employee of Contractor) and the Contractor shall take appropriate steps to assure compliance.

2. *KRS 45A.455*

By signing this Agreement Contractor affirms that Contractor is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, which is specifically incorporated herein by reference, and agrees not to violate these provisions.

3. *Subcontractors.*

Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. Contractor covenants that in the performance of this Agreement no person having any conflicting interest shall be employed.

F. Final Determinations of Violations.

Contractor represents that it has revealed any final determination of a violation of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 338 "Occupational Safety and Health of Employees", and 342 "Workers' Compensation" by the Contractor within the previous five (5) years, and further covenants that it shall be in continuous compliance with the provisions of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 341 "Unemployment Compensation", and 342 "Workers' Compensation" for the duration of this Agreement.

G. Equal Employment Opportunity.

In connection with the execution of this Agreement, the Contractor shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The Contractor shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this Agreement.

H. Federal Grant Requirements

In connection with the execution of this Agreement, the Contractor shall comply with the terms and conditions identified within **Exhibit A** entitled "Grant Award Excerpt" and described therein.

SECTION 7. CONTRACTOR INSURANCE

It shall be the responsibility of the Contractor to maintain the appropriate level of workers compensation and liability insurance (including commercial general, professional and automobile liability) to protect all life and property, and to protect the Contactor, subcontractor, and the City from liability claims which may arise from any operations carried out in performance of this Agreement. The commercial general liability and professional liability insurance shall have a minimum limit of $1,000,000.00 per occurrence and $2,000,000.00 aggregate. Contractor shall provide the City with certification of the insurance coverage stated above. No subrogation claims shall be allowed against the City. City shall be named as an additional insured on the commercial general liability policies required herein.

SECTION 8. HOLD HARMLESS.

The Contractor will indemnify and hold the City harmless from any and all loss, claims, expenses, actions, causes of action, costs, damages and obligations, financial or otherwise, arising from any and all acts or omissions of the Contractor, its agents, employees, licensees or invitees. In addition to the indemnities provided above, Contractor shall defend City, its officers, agents, and employees (i) against any suit, proceeding, claims for losses, costs, damages or expenses including, without limitation, charges for personal injury, death or property damage that arise out of any and all acts or omissions of employees or agents of the Contractor or Contractor's subcontractors in connection with the Services; and (ii) shall pay all damages, costs and expenses in connection with such actions, including City's attorneys' fees.

SECTION 9. CONFIDENTIALITY AND OWNERSHIP OF DATA.

Contractor agrees to not share any proprietary and/or confidential information or documentation that it gathers or generates as a result of the Contract without the prior written approval of City. Furthermore, Contractor agrees that the City is the sole owner of all data gathered from the City or generated as a result of this Agreement.

SECTION 10. JURISDICTION.

This Agreement is entered into and is to be performed in the Commonwealth of Kentucky. City and Contractor agree that the laws of the Commonwealth of Kentucky shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any litigation regarding any dispute related to this Agreement shall be in the courts of Kenton County, Kentucky.

SECTION 11. MODIFICATION.

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 12. WAIVER.

This Agreement shall be construed in a manner that a waiver or any breach of any provision of this Agreement shall not constitute or operate as a future waiver of that provision or a waiver of any other provision or section.

SECTION 13. ENTIRETY.

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 14. SEVERABILITY.

Any provision in the Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

SECTION 15. STANDARD OF CARE.

Contractor agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

SECTION 16. INDEPENDENT CONTRACTOR.

The relationship of the Contractor and City established by this Agreement is that of independent contractors. Contractor agrees that it shall be considered an independent contractor and that there is no employment relationship created between Contractor and City, or between Contractor's employees, agents, and subcontractors and City. Contractor and its employees, agents and contractors performing services hereunder shall not be entitled to any employee benefits of City.

SECTION 17. FORCE MAJEURE.

Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent (a "Force Majeure"), including without limitation, a public health emergency, a pandemic, acts of God, the public enemy, acts of the United States Government or of the several states, or any foreign country, or any of them acting in their sovereign capacity, wars, riots, terrorism, rebellions, sabotage, fires, explosions or accidents not the fault of either party, floods or other natural disasters causing materially different site conditions, strikes, or other concerned acts of workers, lockouts, or changes in law, regulations, or ordinances. The City may at its option, terminate this Agreement in the event of a Force Majeure.

SECTION 18. NOTICES.

All notices, requests, consents, approvals, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally or (b) deposited in the United States mail, addressed as follows, or at such other address as may be provided in writing by the parties:

If to Contractor: Merriman Anderson Architects, Inc.
11 E. 5th St.
Covington, Kentucky 41011

If to City: City Manager
City of Covington
20 W. Pike Street
Covington, Kentucky 41011

With a copy to:

City of Covington
Office of the City Solicitor
20 W. Pike Street
Covington, Kentucky 41011

IN WITNESS WHEREOF, the parties hereto, have subscribed their names below:

CITY OF COVINGTON, KENTUCKY

____
Ronald L. Washington
Mayor

Pursuant to ______________________________

MERRIMAN ANDERSON ARCHITECTS, INC.

____________________________________[Sign]

By: ___________________________________ [Print Name]

Its: ___________________________________ [Title]

EXHIBIT A
GRANT AWARD EXCERPT

CITY OF COVINGTON

RFP260101 **EXHIBIT 1**

Grant Award Excerpt:

With and To Which Complete and Full Compliance is Required

Articles

1. Legal Authority
   NPS enters into this Agreement pursuant to:
   1. 54 USC §3089 – Save America's Treasures Program
   2. Further Continuing Appropriations and Other Extensions Act, 2024 enacted as Public Law 118-35
   3. Consolidated Appropriations Act, 2024 enacted as Public Law 118-42
   4. 54 USC §3001 et seq. - National Historic Preservation Act

2. Performance Goals and Project Objectives
   The objective of this Agreement is to provide preservation and/or conservation assistance to nationally significant historic properties and collections. Grants are awarded through a competitive process and require a dollar-for-dollar, non-Federal match, which can be cash or documented in-kind. The grant program is administered by the National Park Service (NPS) in partnership with the National Endowment for the Arts (NEA), the National Endowment for the Humanities (NEH), and the Institute of Museum and Library Services (IMLS).

   The goal of the program is to provide Historic Preservation Fund (HPF) funding, through the Save America's Treasures grant program, to protect culturally and historically significant properties by funding pre-development and development on nationally significant properties for the benefit of future generations.

3. Public Purpose
   This grant program enables eligible grantees, as stated in the Notice of Funding Opportunity, across the nation to participate in a nationwide historic preservation program and meet the goals of 54 U.S.C.
   300101 *et seq*., commonly known as the National Historic Preservation Act.

4. Statement of Work
   The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C. 300101 *et seq*., and in the Historic Preservation Grant Fund Manual, as applicable to Tribes. The Statement of Work is further defined in an addendum at the end of this Notice of Award. The Recipient shall adhere to the approved Statement of Work as set forth in this addendum.

5. Responsibilities of the Parties
   1. The Recipient agrees to:
      1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
      2. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and the National Historic Preservation Act.
      3. Recipients that issue subawards/subgrants are responsible for ensuring

subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.

4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for sole source procurement of consultants and contracts in accordance with 2 CFR 200.318-327 or 2 CFR 200.317, as applicable. This documentation must be submitted to NPS upon request.

2. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

6. Cost-Share Requirement
Non-Federal cost-share is required for costs incurred under this Agreement if identified in block 11n of the Notice of Award. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

7. Pre-Award Incurrence of Costs
The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

8. Award and Payment
    1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

    2. Recipient shall request payment as applicable in accordance with the following:
        1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

        2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

6. **Supporting Documents and Agency Approval of Payments**. Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.

4. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

5. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

9. Reports and/or Outputs/Outcomes
    1. Refer to the second page of the Notice of Award document for Federal Financial Report frequency and due dates. Performance Reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.

    2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.

    3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.

    4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission as defined in an addendum at the end of this Notice of Award.

10. Determination of Risk
    In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors. This award has been determined to be a low risk with the following requirements:
    1. Reports are due on an annual basis (see Article IX). Failure to submit timely reports may result in a determination of medium or high risk and be subject to additional grant terms and conditions.
    2. Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

11. Award Specific Terms & Conditions
    Terms and conditions specific to this award are defined in the Program Specific Requirements section of this agreement.

12. Standard Terms and Conditions

    1. *DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402*

    Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and

Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- https://www.doi.gov/grants/doi-standard-terms-and-conditions
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative
  Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% de minimis rate per 2 CFR 200.414.

3. RESERVED

4. KEY OFFICIALS

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR
200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPEINT INTEGRITY AND PERFORMANCE

A. General Reporting Requirements.

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

i. Submit the information required about each proceeding that:

ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.

iii. Reached its final disposition during the most recent five-year period; and

iv. Is one of the following:

a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or

b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more; or

c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of $5,000 or more; or reimbursement, restitution, or damages in excess of $100,000; or

d) Any other criminal, civil, or administrative proceeding if:

1. It could have led to an outcome described the award term and conditions.

2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

i. For purposes of this award term and condition:

a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings).

This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per National Park Service Director Policy Memorandum 14-05, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by:

(i) NPS personnel as operators or crew;

(ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and

(iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

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

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a
nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United

States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed

a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than

clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that

the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005
(dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. ANTI–DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

14. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

15. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

16. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

17. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

18. PARTIAL INVALIDITY

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

19. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

20. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

21. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

22. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

23. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

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

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

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

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

24. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America | OMB | The White House.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers | U.S. Department of the Interior

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior.

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*. *Definitions*
The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior, 2 CFR Part 184, and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

25. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

26. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SERCRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders found at: https://www.whitehouse.gov/presidential-actions/ and all applicable DOI Secretary's Orders found at: https://www.doi.gov/document-library/secretary-order that are in effect at the time of award, or that may take effect during the period of performance of the award.

Program Specific Requirements

1. NPS Oversight
   The NPS will provide oversight of this grant project through the following NPS reviews:
   1. Review and approval of interim and final reporting to include compliance with 2 CFR 200;
   2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*;
   3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
   4. Review and approval for compliance with the National Environmental Policy Act (NEPA);
   5. Review and approval of project signage to notify the public of federal involvement as applicable; and
   6. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

2. Requirements for National Historic Preservation Act (NHPA) Compliance
   54 USC 306108 requires that federal agencies consider the effects of federally funded projects on historic properties. The Advisory Council on Historic Preservation (ACHP) has issued regulations in 36 CFR 800 to direct the review process. Pursuant to 36 CFR 800.14, federal agencies are allowed to develop Program Alternatives to tailor the review

process to meet program needs. On August 28, 2024, the NPS, the ACHP, and the National Council of State Historic Preservation Officers signed the Programmatic Agreement Regarding Cultural Resources Grants and Financial Assistance (GFA PA).
54 USC 306107 directs federal agencies to the maximum extent possible, to minimize harm to National Historic Landmarks (NHL's). According to 36 CFR 800.10, any project involving an NHL that may have a direct or adverse effect on the NHL requires the recipient to notify the NHL Program regarding the proposed project. *See the specific instructions regarding coordinating with NHLs under* "NPS Review of Planning/Design Documents for National Historic Landmarks" *in this agreement regarding coordinating with NHLs.*

54 USC 306113 generally prohibits the NPS from funding any recipient or sub-recipient that attempts to avoid the requirements of 54 USC 306108 and 36 CFR 800. Recipients must make every effort to fund preservation projects that do no harm or produce adverse effects to historic properties. Should it be discovered a recipient or sub recipient has deliberately damaged an historic property to avoid statutory requirements (anticipatory demolition), the NPS must be notified to determine, in consultation with the ACHP, if the project can be funded by the NPS.

All NHPA compliance activities must be completed prior to the commencement of any ground disturbance, pre-construction and or construction activities.

3. **Requirement for National Environmental Policy Act (NEPA) Compliance**
All funded grants are subject to the requirements of 42 USC 4321 et seq. the National Environmental Policy Act (NEPA) of 1996, as amended. NEPA requires federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. Recipients are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant supported activities or certify that no such impacts will arise upon receipt of a grant award. The NPS has determined that most grant funded projects are not expected to individually or cumulatively have a significant impact on the environment. Exceptions usually involve construction or archeological work. For projects involving construction or archeological work, the recipient should use HPFOnline to submit an Environmental Screening Worksheet. The submittal of the completed Worksheet will assist the NPS in determining which, if any, Categorical Exclusion from NPS Director's Order 12 may be utilized.

All NEPA compliance activities must be completed prior to the commencement of any ground disturbance, pre-construction and or construction activities.

4. **Requirement for compliance with the Americans with Disabilities Act of 1990 (ADA), the Architectural Barriers Act of 1968 (ABA), and Section 504 of the Rehabilitation Act of 1973.**

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building in whole or in part with federal funds (except private residential structures), requires compliance with the following:
42 USC 1213, 47 USC 155, 201, 218, 225, the 1990
Americans with Disabilities Act (ADA) 42 USC 4151 et seq the
Architectural Barriers Act of 1968 (ABA)
The NPS is considered a "Section 504 Agency" per the definition in USC 29 1640.2 as an agency that extends or provides federal financial assistance to programs or activities of recipients.
Pursuant to 28 CFR 35.104, the implementing regulations of the Americans with Disabilities Act, alterations to the property must be in compliance with all applicable regulations and guidance.

5. Unanticipated Discovery Protocols
At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

6. Eligible Costs
Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).
For this program eligible costs also include:
   1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);

   2. Administrative costs necessary to complete and administer the grant requirements;

   3. Rehabilitation of properties;
      1. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places at the National tier of significance;
      2. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
      3. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement

   4. Cost for administering an easement/covenant for the property;

   5. Cost for any required audits or financial requests;

   6. Cost for the production of project signs:

7. Costs for public notice of grant opportunities;

8. Costs associated with required training or reporting; and/

9. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

The total of administrative and indirect costs necessary to complete and administer the grant cannot exceed 25% of total cost (primary and subgrants combined). This limitation for the Historic Preservation Fund is by statute 54 USC 302902. Administrative costs as defined in the April 27, 2018 memo to
the *Historic Preservation Fund Grants Manual* are:
Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other "overhead" functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

7. Equipment Purchases
Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $10,000.

8. Consultants & Contractors
Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318.

9. Easement/Covenant Requirement
Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner

satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS Program Officer within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity per the table below and its current easement/covenant status:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.

2. If the historic property is currently subject to a preservation easement that was NOT created as a requirement of a previous federal grant but meets federal requirements, an amendment shall be executed for an additional duration to meet the requirements of the funding awarded. For example, if a property had 10 years remaining on a previous 20-year easement and receives $300,000 in HPF funding, an amendment to add 5 years would be required to meet the 15-year duration requirement.

3. If the historic property is currently subject to an easement that was created as a requirement of a previous federal grant, an amendment must be executed for the full additional duration required by the new funding awarded. For example, if a property had 10 years remaining on a previous HPF grant induced easement and receives $300,000 in HPF funding, an amendment to add 15 years would be required. The resulting property will then be protected by an easement for a total of 25 years from the effective date of the easement.

    1. If a property receives multiple grants, the minimum required duration of the easement for each grant will be added together for a cumulative duration requirement. For example, if a property receives three HPF grants in successive years, each for $500,000, the minimum required easement duration would be 45 years.

4. If the historic property is currently protected by a perpetual or other non-HPF induced preservation easement that meets or exceeds federal requirements as determined by the NPS, no additional duration or amendments are necessary.

    1. Recipients who plan to apply for multiple HPF grants for a single property may execute a perpetual easement to satisfy the requirement and reduce the administrative costs of amendments.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement - applies to EACH grant awarded
$1-$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
$50,001 - $250,000	10-year minimum preservation covenant/easement
$250,001 - $500,000	15-year minimum preservation covenant/easement
$500,001- $750,000	20-year minimum preservation covenant/easement
$750,001+	25-year minimum preservation covenant/easement

10. Requirement for Project Sign & Public Notification
As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving this awarded grant agreement. A copy of the posted notice must be submitted to NPS within 30 days of the posting.
HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this agreement. At a minimum, all notifications must contain the following statement:

“[Project Name] is being supported in part by a Save America's Treasures grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior.”
Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.
Cost of posting, fabricating, and erecting notification are eligible grant costs.

11. Publicity & Press Releases
Press releases about this project must acknowledge the grant assistance provided by the [GRANT PROGRAM] and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the [GRANT PROGRAM] administered by the National Park Service, Department of Interior.

12. Funding Acknowledgement
The grantee must include acknowledgment of grant support from the [GRANT PROGRAM] of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.
All deliverables must contain the following disclaimer and acknowledgement:
"This material was produced with assistance from the [GRANT PROGRAM], administered by the National Park Service, Department of the Interior under Grant Number [insert grant number, block 4a of this Notice of Award's coversheet]. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."
    1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
    2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
    3. All consultants hired by the grantee must be informed of this requirement.
    4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

13. Copyright
Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. All photos included as part of the

application, interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information SHOULD be redacted from the public access copy. All consultants hired by the Recipient must be informed of this requirement.

14. NPS Review of Planning/Design Documents for National Historic Landmarks
The Recipient must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology & Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.
The Recipient must submit the following:

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

15. GIS Spatial Data Transfer Standards
All GIS data collected with shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:
https://www.nps.gov/crgis/crgis_standards.htm
Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available as requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.
Compliance with this award term will satisfy the requirements of 43 U.S.C. Chapter 46 - Geospatial Data, § 2801-2811 cited within the

Department of the Interior Financial Assistance General Terms and Conditions III.H. (effective April 1, 2025).

16. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)
Grant funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an

experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.
If funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds. AWARD ATTACHMENTS

CITY OF COVINGTON
Addenda

1. Digital File Submission

Addenda to
Grant Agreement

1. Addendum to Approved Budget

The approved budget to complete the work under this grant is further defined as follows:

2. Addendum to Article IV - Statement of Work

The Statement of Work is further defined to include:

1. All work must be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation.*
2. Rehabilitation of the Frank Duveneck House and Studio in Covington, KY, including:
    i. Repair siding, with in kind replacement as needed
    ii. Repair/replace roof system as needed
    iii. Repair/restore 1st and 2nd floor interiors which include but are not limited to walls, trim, ceilings and floors.
    iv. Replace building systems which include but are not limited to HVAC, electrical and plumbing.

3. All section 106 & 110 responsibilities will be conducted in accordance with the Nationwide Programmatic Agreement for Cultural Resources Grants and Financial Assistance (CRFA PA). If any projects funded through this grant also intend to pursue Federal Historic Preservation Tax Incentives, NHPA grant compliance should be completed prior to submitting to the NPS for Tax Incentives review to streamline the process as much as possible. That compliance review and indication that the project is also a NPS grant should be clearly noted in any

correspondence with NPS.

4. NPS review and approval of all work undertaken on the resource during the period of performance, including activities funded by non-Federal sources, is required prior to commencement of said work. This includes the design, materials, and methods to be utilized, as well as consultant and contractor qualifications.

3. Addendum to Article IX – Reports, Outcomes, & Deliverables

The Reports, Outcomes, and Deliverables are further defined to include:

1. Draft documents to be submitted digitally and reviewed as related to the Statement of Work within the first year:
   i. Draft documents including text, layout, etc., for any public notification of the project in the form of a project sign, website posting, and/or proper credit for announcements and publications as appropriate. (see Requirement for Project Sign & Public Notification)
   ii. Selected consultant qualifications (prior to signing contract)
   iii. NEPA Environmental Screening Worksheet (see Requirement for NEPA Compliance) go.nps.gov/HPF-NEPA
   iv. Draft architectural and engineering plans and specifications at 75% when complete to initiate Section 106 and 110 Review and Consultation (See Compliance with Section 106 and Compliance with Section 110)
   v. Draft project sign (see Requirement for Project Sign & Public Notification)
   vi. Draft preservation easment/covenant (see Easement/Covenant Requirement)
   vii. Other:

2. The Final Report must be submitted digitally and include:

   i. Before and after images of the project
   ii. Copy of the executed covenant or easement
   iii. Photo of the installed required project sign
   iv. Final architectural and engineering plans and specifications at 100% when complete for NPS/SHPO/THPO approval and final grant records
   v. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicableDigital Product Submission Guidelines

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

formats grant recipients should use, and define how submissions should be made.
Products submitted digitally may be uploaded and shared with the general public through the Integrated Resource Management Application (IRMA), the NPS's digital repository system. The see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under "Select a Park, Office, Program or Region" and selected a category of featured context.

a. What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

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

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

  "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and

conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- For additional questions about the required disclaimer, consult with your grant manager.

b. Naming files for submission:

- Name each file you will be submitting using the following naming convention: **[Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_[Short File Description]**
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description. *Ex: Audio files from a FY2018 grants by the DC State Historic Preservation Office*
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview001.mp3
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview002.mp3
- Use the appropriate abbreviation for your grant program in the file name:

Grant Program	Abbreviation
African American Civil Rights	*AACR*
Hurricanes Florence & Michael and Typhoon Yutu Recovery	*FYM*
Hurricanes Harvey, Irma, & Maria Recovery	*HIM*
Historically Black Colleges & Universities	*HBCU*
Historic Preservation Fund	*HPF*
Paul Bruhn Historic Revitalization Grants	*PBHRG*
Save America's Treasures	*SAT*
Semiquincentennial	*SEMI*
State Historic Preservation Office	*SHPO*
Tribal Heritage Grants	*THG*
Tribal Historic Preservation Office	*THPO*
Underrepresented Communities	*URC*

c. Required file formats and resolution standards:

- *Reports and publications:* PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.

- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
  - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** Photo release forms are available on the STLPG website.
  - **Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to the NPS Documenting Historic Places on Film guidelines for more information on photographing a variety of historic environments and buildings.
- *Videos:* MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio:* Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the National Archives' Tables of File Formats.

d. Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted: Grant Number
  Subgrant Number (if applicable) Title of Product
  Filename
  Product Creator(s) (give full names and their roles include up to 5 names or organizations)
  Date Completed
  Extent (number of pages, photographs, or length of audio/video files; use when applicable)
  Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:
  [Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_Index.docx
  Ex. SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_Index.docx
- Only submit one index per submission, including all of the products in that submission

e. Submitting Your Files:

1. Email stlpg@nps.gov to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account with the subject '[RM Assistant Name] shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from no-reply@sharepointonline.com with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'

   a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
   a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the stlpg@nps.gov account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and your files will not be considered submitted until this email is received.

f. Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the Integrated Resource Management Application (IRMA), the NPS's digital repository system. If so, we will upload the files there and make them publicly available.

EXHIBIT B
QUALIFIED PURCHASE EXCEPTION FORM

Qualified Purchasing Exception Form

Name: Kaitlin Bryan **Title:** Regulatory Services Manager

Department: Neighborhood Services **Date:** 9/1/2026

Description of Procurement:
Merriman Anderson Architects, INC were awarded the RFP for Architecture and Engineering Services for the Rehabilitation of the Frank Duveneck House and Studio in February 2026. This contract is for Phase 2 of the scope of work.

It has been determined by qualified consideration of the procuring department and the above representative that the procurement detailed above qualifies for a purchasing exception, as defined by the *Covington Code of Ordinances § 35.60 through 35.80*; that competition is not feasible and one or more of the following conditions is present: *(check box that applies)*

☐ An emergency exists which will cause public harm as a result of the delay in competitive procedures;

☐ This is a sole source procurement based on one of the following considerations: (i) purchase is made from the sole provider within a reasonable geographical area; (ii) purchase is made from the original manufacturer or provider and cannot be substituted; (iii) purchase is required from this manufacturer/ provider as parts/ equipment are not interchangeable with similar part of another manufacturer and require standardization; (iv) this is the only known item that will meet the specialized needs of this department or perform the intended functions. (Use of sole source exception shall require additional explanation below).

☑ The contract is for the services of a licensed professional, such as attorney, physician, psychiatrist, psychologist, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; or an artist such as a sculptor, aesthetic painter, or musician, provided, however, that this provision shall not apply to architects or engineers providing construction management services rather than professional architect or engineer services;

☐ The contract is for replacement parts where the need cannot be reasonably anticipated and stockpiling is not feasible;

☐ The contract is for proprietary items for resale;

☐ The contract or purchase is for expenditures made on authorized trips outside of the boundaries of the local public agency;

☐ The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids;

☐ The contract is for group life insurance, group health and accident insurance, group professional liability insurance, workers' compensation insurance, and unemployment insurance;

☐ The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the local public agency; or

☐ The contract is with a private real estate developer and contains a requirement: (a) That the developer increase the size or otherwise improve the collection capacity of the sanitary sewer or storm water pipe serving the affected private real estate development; and (b) That the City pay only the proportional cost of increasing the size, or otherwise improving the collection capacity, of the sanitary sewer or storm water pipe over the original collection capacity.

☐ The contract is made through a cooperative purchasing method as defined by *Covington Code of Ordinances § 35.72*, including a contract for the purchase of goods or services from an authorized state or federal contract.

When an exception is present, a procuring department shall be exempted from standard purchasing procedures, this includes the requirement to obtain multiple quotes or issue a formal solicitation. For purchases over $30,000 a coordinating contract and/ or Order/ Resolution must be attached. A ‘qualified purchase exception form’ must accompany any purchase order utilizing a purchasing exception. The City Manager, or their designee, shall review the completed form and either confirm the request and approve the purchase or deny the request and collaborate with the procuring department as to another solution.

____ ____________________

Department Head Signature **Date**

Order/ Resolution Number for associated contract: *(if applicable)* ________________________

Additional Explanation: ____

EXHIBIT C
CONTRACTOR FEE PROPOSAL

Exhibit B

Architecture and Engineering Services Fee Proposal

August 19, 2026
MAA Job no. 2026020.02

Submitted To:

Kaitlin Bryan, Regulatory Services Manager & Historic Preservation Specialist
City of Covington
20 W. Pike Street
Covington, KY 41011
Phone: 859.292.2171
Email: kaitlin.bryan@covingtonky.gov

Kaitlin:

MAA is pleased to present this proposal to provide architectural services for the restoration and rehabilitation of the Frank Duveneck House, including the development of Section 106 supporting documentation and Construction Documents. The proposed program is understood to be a gallery /event space on the first floor with required restrooms and support space. The old studio space will be restored into a working art studio, and the second floor and attic will be an apartment unit for an artist in residence.

ARCHITECTURAL AND INTERIOR DESIGN SCOPE OF SERVICES:

<u>Increment 2:</u>

- Design Development progress drawing package
- Draft Specifications
- Proposed material schedule

<u>Increment 3:</u>

- Revise initial assessment report and recommendations to be in line with Construction Documents
- Provide the required documentation for the Section 106 submission, the City of Covington will be responsible for the handling of the submittal process
- Design and Construction Documents:
  - General
    - Cover sheet with sheet index
    - General notes, wall types
    - Code review and life safety plan
    - Sheet specifications
  - Architectural / Interior Design Plans
    - Demolition plans
    - Site plan
    - Floor plans
    - Roof plans
    - Reflected ceiling plans
    - Plan details (as necessary)
    - Exterior elevations
    - Building sections
    - Wall sections
    - Section details (as necessary)