

SCOPE OF WORK

Absecon Lighthouse Complete Restoration

Absecon Lighthouse
Atlantic City, Atlantic County, N.J.

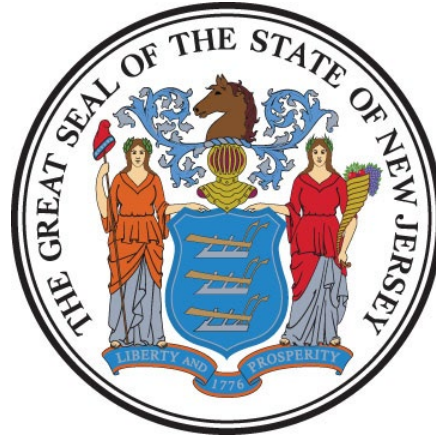
Project No. P1369-00

STATE OF NEW JERSEY

Honorable Philip D. Murphy, Governor
Honorable Tahesha L. Way, Lt. Governor

DEPARTMENT OF THE TREASURY

Elizabeth Maher Muoio, Treasurer



DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

Thomas A. Edenbaum, Director

Date: August 28, 2025

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PROJECT LOCATION: Atlantic City, New Jersey
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I. OBJECTIVE

The objective of this project is to completely restore the Absecon Lighthouse. The restoration is expected to reduce or eliminate water infiltration into the lighthouse by fixing and repairing the roof and associated framing, recoating and restoring the masonry exterior/interior of the lighthouse, repointing the masonry as needed, repairing/replacing windows, installation of an HVAC system to increase airflow inside the lighthouse and framing in the lantern room and repairing/replacing windows throughout the lighthouse.

II. CONSULTANT QUALIFICATIONS

A. CONSULTANT & SUB-CONSULTANT PRE-QUALIFICATIONS

The Consultant shall be a firm pre-qualified with the Division of Property Management & Construction (DPMC) in the following discipline(s):

- **P034 Historic Preservation/Restoration**

The Consultant shall also have in-house capabilities or Sub-Consultants pre-qualified with DPMC in:

- **P002 Electrical Engineering**
- **P003 HVAC Engineering**
- **P005 Civil Engineering**
- **P007 Structural Engineering**
- **P025 Estimating/Cost Analysis**

As well as, **any and all** other Architectural, Engineering and Specialty Disciplines necessary to complete the project as described in this Scope of Work (SOW).

III. PROJECT BUDGET

A. CONSTRUCTION COST ESTIMATE (CCE)

The initial Construction Cost Estimate (CCE) for this project is \$3,200,000.

The Consultant shall review this Scope of Work and provide a narrative evaluation and analysis of the accuracy of the proposed project CCE in its technical proposal based on its professional experience and opinion.

B. CURRENT WORKING ESTIMATE (CWE)

The Current Working Estimate (CWE) for this project is \$4,120,000.

The CWE includes the construction cost estimate and all consulting, permitting and administrative fees.

The CWE is the client agency's financial budget based on this project Scope of Work and shall not be exceeded during the design and construction phases of the project unless DPMC approves the change in Scope of Work through a Contract amendment.

C. CONSULTANT'S FEES

The construction cost estimate for this project ***shall not*** be used as a basis for the Consultant's design and construction administration fees. The Consultant's fees shall be based on the information contained in this Scope of Work document and the observations made and/or the additional information received during the pre-proposal meeting.

IV. PROJECT SCHEDULE

A. SCOPE OF WORK DESIGN & CONSTRUCTION SCHEDULE

The following schedule identifies the estimated design and construction phases for this project and the estimated durations.

PROJECT PHASE	ESTIMATED DURATION (Calendar Days)
1. Site Access Approvals & Schedule Design Kick-off Meeting	14
2. Schematic Design Phase	42
• <i>Project Team & DPMC Plan/Code Unit Review & Comment</i>	14
3. Design Development Phase	42
• <i>Project Team & DPMC Plan/Code Unit Review & Comment</i>	14
4. Final Design Phase	42
• <i>Project Team & DPMC Plan/Code Unit Review & Approval</i>	14
5. Final Design Re-Submission to Address Comments	7 (See Note)
• <i>Project Team & DPMC Plan/Code Unit Review & Approval</i>	14
6. DCA Submission Plan Review	30

7. Permit Application Phase	7
• <i>Issue Plan Release</i>	
8. Bid Phase	42
9. Award Phase	28
10. Construction Phase	365
11. Project Close Out Phase	30

Note: The Final Design Phase is considered complete upon the release of Construction Documents by either the DPMC Code Group or the Department of Community Affairs (DCA).

B. CONSULTANT’S PROPOSED DESIGN & CONSTRUCTION SCHEDULE

The Consultant shall submit a project design and construction schedule with its technical proposal that is similar in format and detail to the schedule depicted in **Exhibit ‘A.’** The schedule developed by the Consultant shall reflect its recommended project phases, phase activities, and activity durations.

A written narrative shall also be included with the technical proposal explaining the schedule submitted and the reasons why and how it can be completed in the time frame proposed by the Consultant.

This schedule and narrative will be reviewed by the Consultant Selection Committee as part of the evaluation process and will be assigned a score commensurate with clarity and comprehensiveness of the submission.

V. PROJECT SITE LOCATION & TEAM MEMBERS

A. PROJECT SITE ADDRESS

The location of the project site is:

Absecon Lighthouse
31 S. Rhode Island Ave.
Atlantic City, NJ 08401

See **Exhibit ‘B’** for the project site location map.

B. PROJECT TEAM MEMBER DIRECTORY

The following are the names, addresses, and phone numbers of the Project Team members.

1. DPMC Representative

Name: Darren Comegys, Design Manager
Address: Division of Property Management & Construction
20 West State Street, 3rd Floor
Trenton, NJ 08608-1206
Phone No: (609) 690-3298
E-Mail: Darren.Comegys@treas.nj.gov

2. Department of Environmental Protection Representative

Name: Jeffrey Adams, Project Manager
Address: Department of Environmental Protection
275 Freehold-Englishtown Rd
Freehold NJ 07726
Phone No: 609-468-4555
E-Mail: Jeffrey.Adams@dep.nj.gov

VI. PROJECT DEFINITION

A. BACKGROUND

Absecon Lighthouse is a coastal lighthouse located in the north end of Atlantic City, New Jersey, overlooking Absecon Inlet. Construction began in 1854, with the light first lit on January 15, 1857. The lighthouse was deactivated in 1933. The Absecon Lighthouse is on both the New Jersey and National Registries of Historic Places.

The Inlet Public Private Association (IPPA) operates and maintains the lighthouse under a lease with the NJ DEP –Parks & Forestry. Following a failed attempt to paint the lighthouse in 2017, due to moisture infiltration and biological growth, the IPPA commissioned an assessment of moisture problems and other areas of concern. The Existing Conditions Assessment, completed by HMR Architects in the 2018, will be provided to the Consultant via a download link for background. The assessment identified the need for further testing and evaluation.

A more detailed study, under project P1281-00, was prepared by Historic Building Architects (HBA) in March of 2024. The study included Infrared Thermography (IRT) and Surface Penetrating Radar (SPR) supplemented with material testing to investigate moisture patterns and identify causes of infiltration with recommendations for repair and restoration. The intent of this project is to implement the recommendations made within the study. The full study is too big to attach here but will be made available to the Consultant via a downloadable link. However, the recommendations from the study are shown in **Exhibit ‘C.’**

This Project has grants associated with the Historic Trust and National Park Service (**Exhibit ‘D’**) as well as the IPPA (**Exhibit ‘E’**). There are several requirements that need to be met. These requirements can be found in the attached exhibits.

B. FUNCTIONAL DESCRIPTION OF THE BUILDING

Built in 1855 at the original terminus of the railroad that brought visitors to Atlantic City, the lighthouse did double duty as sentry and tourist attraction. At 171 feet (52 m) it is the tallest lighthouse in the state of New Jersey and the third-tallest masonry lighthouse in the United States.

A symbol of Atlantic City early in this century, the Absecon Lighthouse may have been a prototype for the modern "first-order" lighthouses in the United States. Its powerful beacon could be seen from 20 nautical miles. The lighthouse retains its original first-order Fresnel lens, which was crafted in France as an eight-sided, three-tiered assembly of glass prisms glazed into bronze ribs.

The Lighthouse was renovated under project P320 in 1983. Drawings will be provided to the Consultant.

Lead based paint should be assumed.

VII. CONSULTANT DESIGN RESPONSIBILITIES

A. COMPLETE RESTORATION

1. Absecon Lighthouse Study and Grant Agreement Review

The Consultant shall review the HBA Absecon Lighthouse Study recommendations from project P1281-00, shown in **Exhibit ‘C,’** and requirements contained within the grant agreements

shown in **Exhibit's 'D'** and **'E'** and verify existing field conditions, recommendations and extent of work required.

Additionally, the Consultant shall review the current conditions of the exterior/interior of the lighthouse and make recommendations of any additional necessary repairs. The Consultant shall review conditions of the roof and interior steel framing. The windows and framework at the lantern level will be evaluated and a repair plan for the interior and exterior at this level will be developed. Evaluations of all windows and a repair/replacement plan will be developed.

2. State Historic Preservation Office Approval

Consultant shall complete an "Application for Project Authorization Under the New Jersey Register of Historic Places Act" and submit it to the State Historic Preservation Office for review and approval prior to securing the required UCC permits. A sample application is attached as **Exhibit 'D.'**

The "Application for Project Authorization Under the New Jersey Register of Historic Places Act" can be found at: http://www.nj.gov/dep/hpo/2protection/sr_revapp_min.pdf

3. Construction Documents

Consultant shall prepare construction documents to include, but not limited to, all repairs and/or replacements noted in the Absecon Lighthouse Study, grant agreements and the Consultant's own evaluation.

The Project must be in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Extra care should be taken when working around the Fresnel lens. All measures to protect the lens from harm shall be taken.

4. Staging Plan/Area

Construction documents shall include a staging plan approved by the Project Team indicating the location where the contractor can store debris, materials, tools, and equipment.

Construction documents shall include requirements for the contractor to return all debris, materials, tools, and equipment to the staging area at the end of each workday.

B. DESIGN MEETINGS & PRESENTATIONS

1. Design Meetings

Conduct the appropriate number of review meetings with the Project Team members during each design phase of the project so they may determine if the project meets their requirements, question any aspect of the contract deliverables, and make changes where appropriate. The Consultant shall describe the philosophy and process used in the development of the design criteria and the various alternatives considered to meet the project objectives. Selected studies, sketches, cost estimates, schedules, and other relevant information shall be presented to support the design solutions proposed. Special considerations shall also be addressed such as: contractor site access limitations, utility shutdowns and switchover coordination, phased construction and schedule requirements, security restrictions, available swing space, material and equipment delivery dates, etc.

It shall also be the responsibility of the Consultant to arrange and require all critical Sub-Consultants to be in attendance at the design review meetings.

Record the minutes of each design meeting and distribute within three (3) calendar days to all attendees and those persons specified to be on the distribution list by the Project Manager.

2. Design Presentations

The minimum number of design presentations required for each phase of this project is identified below for reference:

Schematic Phase: One (1) oral presentation at phase completion.

Design Development Phase: One (1) oral presentation at phase completion.

Final Design Phase: One (1) oral presentation at phase completion.

C. EXISTING DOCUMENTATION

Copies of the following documents will be provided to each Consulting firm at the pre-proposal meeting to assist in the bidding process.

- DBC Project P320: Renovation of Absecon Lighthouse, 1983, Milstein and Yezzi Associated Architects
- Absecon Lighthouse for the Inlet Public Private Association Existing Preliminary Findings, 17 May 2018, HMR Architects
- DPMC Project P1281-00: Absecon Lighthouse Study, 3/25/24, Historic Building Architects, LLC

Review these documents and any additional information that may be provided at a later date such as reports, studies, surveys, equipment manuals, as-built drawings, etc. The State does not attest to the accuracy of the information provided and accepts no responsibility for the consequences of errors by the use of any information and material contained in the documentation provided. It shall be the responsibility of the Consultant to verify the contents and assume full responsibility for any determination or conclusion drawn from the material used. If the information provided is insufficient, the Consultant shall take the appropriate actions necessary to obtain the additional information required.

All original documentation shall be returned to the provider at the completion of the project.

VIII. PERMITS & APPROVALS

A. NJ UNIFORM CONSTRUCTION CODE PLAN REVIEW AND PERMIT

The project construction documents must comply with the latest adopted edition of the NJ Uniform Construction Code (NJUCC).

The latest NJUCC Adopted Codes and Standards can be found at:

<http://www.state.nj.us/dca/divisions/codes/codereg/>

1. NJUCC Plan Review

Consultant shall estimate the cost of the NJUCC Plan Review by DCA and include that amount in their fee proposal line item entitled **“Plan Review and Permit Fee Allowance,”** refer to paragraph X.A.

Upon approval of the Final Design Phase Submission by DPMC, the Consultant shall submit the construction documents to the DCA, Bureau of Construction Project Review to secure a complete plan release.

As of July 25, 2022, the DCA is only accepting digital signatures and seals issued from a third party certificate authority.

Procedures for submission to the DCA Plan Review Unit can be found at:

https://www.state.nj.us/dca/divisions/codes/forms/pdf_bcpr/pr_app_guide.pdf

Consultant shall complete the “Project Review Application” and include the following on Block 5 as the “Owner’s Designated Agent Name”:

Trevor M. Dittmar, DPMC
PO Box 235
Trenton, NJ 08625-0235
Trevor.Dittmar@treas.nj.gov 609-984-5529

The Consultant shall complete the NJUCC “Plan Review Fee Schedule”, determine the fee due and pay the NJUCC Plan Review fees, refer to Paragraph X.A.

The NJUCC “Plan Review Fee Schedule” can be found at:

http://www.state.nj.us/dca/divisions/codes/forms/pdf_bcpr/pr_fees.pdf

2. NJUCC Permit

Upon receipt of a complete plan release from the DCA Bureau of Construction Project Review, the Consultant shall complete the NJUCC permit application and all applicable technical sub-code sections. The “Agent Section” of the application and certification section of the building sub-code section shall be signed. These documents, with **six (6) sets of DCA approved, signed and sealed construction documents** shall be forwarded to the DPMC Project Manager.

The Consultant may obtain copies of all NJUCC permit applications at the following website:

<https://www.nj.gov/dca/divisions/codes/resources/constructionpermitforms.html>

All other required project permits shall be obtained and paid for by the Consultant in accordance with the procedures described in Paragraph VIII.B.

3. Prior Approval Certification Letters

The issuance of a construction permit for this project may be contingent upon acquiring various “prior approvals” as defined by N.J.A.C. 5:23-1.4. It is the Consultant’s responsibility to determine which prior approvals, if any, are required. The Consultant shall submit a general certification letter to the DPMC Plan & Code Review Unit Manager during the Permit Phase of this project that certifies all required prior approvals have been obtained.

In addition to the general certification letter discussed above, the following specific prior approval certification letters, where applicable, shall be submitted by the Consultant to the DPMC Plan & Code Review Unit Manager: Soil Erosion & Sediment Control; Water & Sewer Treatment Works Approval; Coastal Areas Facilities Review; Compliance of Underground Storage Tank Systems with N.J.A.C. 7:14B; Pinelands Commission; Highlands Council; Well Construction and Maintenance; Sealing of Abandoned Wells with N.J.A.C. 7:9D; Certification that all utilities have been disconnected from structures to be demolished; Board of Health Approval for Potable Water Wells; Health Department Approval for Septic Systems; and

Notification to Adjoining Property Owners with N.J.A.C. 5:23-2.17(c). It shall be noted that in accordance with N.J.A.C. 5:23-2.15(a)5, a permit cannot be issued until the letter(s) of certification is received.

4. Multi-building or Multi-site Permits

A project that involves many buildings and/or sites requires that a separate permit shall be issued for each building or site. The Consultant must determine the construction cost estimate for *each* building and/or site location and submit that amount where indicated on the permit application.

5. Special Inspections

In accordance with the requirements of the New Jersey Uniform Construction Code N.J.A.C. 5:23-2.20(b), Bulletin 03-5 and Chapter 17 of the International Building Code, the Consultant shall be responsible for the coordination of all special inspections during the construction phase of the project.

Bulletin 03-5 can be found at:

https://www.nj.gov/dca/codes/publications/pdf_bulletins/b_03_5.pdf

a. Definition

Special inspections are defined as an independent verification by a certified special inspector for **Class I buildings and smoke control systems in any class building**. The special inspector is to be independent from the contractor and responsible to the Consultant so that there is no possible conflict of interest.

Special inspectors shall be certified in accordance with the requirements in the NJUCC.

b. Responsibilities

The Consultant shall submit with the permit application, a list of special inspections and the agencies or special inspectors that will be responsible to carry out the inspections required for the project. The list shall be a separate document, on letter head, signed and sealed.

B. OTHER REGULATORY AGENCY PERMITS, CERTIFICATES AND APPROVALS

The Consultant shall identify and obtain all other State Regulatory Agency permits, certificates, and approvals that will govern and affect the work described in this Scope of Work. An itemized list of these permits, certificates, and approvals shall be included with the Consultant's Technical

Proposal and the total amount of the application fees should be entered in the Fee Proposal line item entitled, **“Plan Review and Permit Fee Allowance.”**

The Consultant may refer to the DPMC “Procedures for Architects and Engineers Manual,” Paragraph **“9. REGULATORY AGENCY APPROVALS”** which presents a compendium of State permits, certificates, and approvals that may be required for this project.

The Consultant shall determine the appropriate phase of the project to submit the permit application(s) in order to meet the approved project milestone dates.

Where reference to an established industry standard is made, it shall be understood to mean the most recent edition of the standard unless otherwise noted. If an industry standard is found to be revoked, or should the standard have undergone substantial change or revision from the time that the Scope of Work was developed, the Consultant shall comply with the most recent edition of the standard.

IX. ALLOWANCES

A. PLAN REVIEW AND PERMIT FEE ALLOWANCE

The Consultant shall obtain and pay for all of the project permits in accordance with the guidelines identified below.

1. Permits

The Consultant shall determine the various permits, certificates, and approvals required to complete this project.

2. Permit Costs

The Consultant shall estimate the application fee costs for all of the required project permits, certificates, and approvals (excluding the NJUCC permit) and include that amount in its fee proposal line item entitled **“Plan Review and Permit Fee Allowance.”** A breakdown of each permit and application fee shall be attached to the fee proposal for reference.

NOTE: The NJUCC permit is excluded since it will be paid for by the State.

3. Applications

The Consultant shall complete and submit all permit applications to the appropriate permitting authorities and the costs shall be paid from the Consultant’s permit fee allowance. A copy of the

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application(s) and the original permit(s) obtained by the Consultant shall be given to the DPMC Project Manager for distribution during construction.

4. Consultant Fee

The Consultant shall determine what is required to complete and submit the permit applications, obtain supporting documentation, attend meetings, etc., and include the total cost in the base bid of its fee proposal under the “Permit Phase” column.

Any funds remaining in the permit allowance will be returned to the State at the close of the project.

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X. SOW SIGNATURE APPROVAL SHEET

This Scope of Work shall not be considered a valid document unless all signatures appear in each designated area below.

The client agency approval signature on this page indicates that they have reviewed the design criteria and construction schedule described in this project Scope of Work (including the subsequent contract deliverables and exhibits) and verifies that the work will not conflict with the existing or future construction activities of other projects at the site.

SOW APPROVED BY: James Wright 8/28/2025
JAMES WRIGHT, MANAGER DATE
DPMC PROJECT PLANNING & INITIATION

SOW APPROVED BY: Jeffrey Adams 8/28/2025
JEFFREY ADAMS, PROJECT MANGER DATE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOW APPROVED BY: Darren J. Comegys 8/28/25
DARREN COMEGYS, PROJECT MANAGER DATE
DPMC PROJECT MANAGEMENT GROUP

SOW APPROVED BY: Jeanette M. Barnard 9.5.25
JEANETTE M. BARNARD, DEPUTY DIRECTOR DATE
DIV PROPERTY MGT & CONSTRUCTION

XI. CONTRACT DELIVERABLES

The following are checklists listing the Contract Deliverables that are required at the completion of each phase of this project. The Consultant shall refer to the DPMC publication entitled “Procedures for Architects and Engineers,” 3.0 Edition, dated September 2022 available at <https://www.nj.gov/treasury/dpmc/Assets/Files/ProceduresforArchitectsandEngineers.pdf> for a detailed description of the deliverables required for each submission item listed. References to the applicable paragraphs of the “Procedures for Architects and Engineers” are provided.

Note that the Deliverables Checklist may include submission items that are “S.O.W. Specific Requirements.” These requirements will be defined in the project specific scope of work and included on the deliverables checklist.

This project includes the following phases with the deliverables noted as “Required by S.O.W” on the Deliverables Checklist:

SCHEMATIC DESIGN PHASE;

DESIGN DEVELOPMENT PHASE;

FINAL DESIGN PHASE;

PERMIT APPLICATION PHASE;

BIDDING AND CONTRACT AWARD;

CONSTRUCTION PHASE; and

PROJECT CLOSE-OUT PHASE

XII. EXHIBITS

- A. SAMPLE PROJECT SCHEDULE FORMAT**
- B. PROJECT SITE LOCATION MAP**
- C. ABSECON LIGHTHOUSE STUDY RECOMMENDATIONS**
- D. NOTICE OF AWARD (NPS & IPPA)**
- E. GRANT AGREEMENT (NJHT & IPPA)**

END OF SCOPE OF WORK

Deliverables Checklist Schematic Design Phase

A/E Name: _____

A/E Manual Reference	Submission Item	Required by S.O.W.		Previously Submitted		Enclosed	
		Yes	No	Yes	No	Yes	No
13.4.1.	A/E Statement of Site Visit						
13.4.2.	Narrative Description of Project						
13.4.3.	Building Code Information Questionnaire						
13.4.4.	Space Analysis						
13.4.5.	Special Features						
13.4.6.	Catalog Cuts						
13.4.7.	Site Evaluation						
13.4.8.	Subsurface Investigation						
13.4.9.	Surveys						
13.4.10.	Arts Inclusion						
13.4.11.	Design Rendering						
13.4.12.	Regulatory Approvals						
13.4.13.	Utility Availability						
13.4.14.	Drawings (6 Sets)						
13.4.15.	Specifications (6 Sets)						
13.4.16.	Current Working Estimate/Cost Analysis in CSI Format						
13.4.17.	Project Schedule						
13.4.18.	Formal Presentation						
13.4.19.	Scope of Work Compliance Statement						
13.4.20.	Schematic Design Phase Deliverables Checklist						
S.O.W. Reference	S.O.W. Specific Requirements						

This checklist shall be completed by the Design Consultant and included as the cover sheet of this submission to document to the DPMC the status of all the deliverables required by the project specific Scope of Work.

 Consultant Signature

 Date

Deliverables Checklist Design Development Phase

A/E Name: _____

A/E Manual Reference	Submission Item	Required by S.O.W.		Previously Submitted		Enclosed	
		Yes	No	Yes	No	Yes	No
14.4.1.	A/E Statement of Site Visit						
14.4.2.	Narrative Description of Project						
14.4.3.	Building Code Information Questionnaire						
14.4.4.	Space Analysis						
14.4.5.	Special Features						
14.4.6.	Catalog Cuts						
14.4.7.	Site Evaluation						
14.4.8.	Subsurface Investigation						
14.4.9.	Surveys						
14.4.10.	Arts Inclusion						
14.4.11.	Design Rendering						
14.4.12.	Regulatory Approvals						
14.4.13.	Utility Availability						
14.4.14.	Drawings (6 Sets)						
14.4.15.	Specifications (6 Sets)						
14.4.16.	Current Working Estimate/Cost Analysis in CSI Format						
14.4.17.	Project Schedule						
14.4.18.	Formal Presentation						
14.4.19.	Plan Review/Scope of Work Compliance Statement						
14.4.20.	Design development Phase Deliverables Checklist						
S.O.W. Reference	S.O.W. Specific Requirements						

This checklist shall be completed by the Design Consultant and included as the cover sheet of this submission to document to the DPMC the status of all the deliverables required by the project specific Scope of Work.

Consultant Signature_____
Date

Deliverables Checklist Final Design Phase

A/E Name: _____

A/E Manual Reference	Submission Item	Required by S.O.W.		Previously Submitted		Enclosed	
		Yes	No	Yes	No	Yes	No
15.4.1.	A/E Statement of Site Visit						
15.4.2.	Narrative Description of Project						
15.4.3.	Building Code Information Questionnaire						
15.4.4.	Space Analysis						
15.4.5.	Special Features						
15.4.6.	Catalog Cuts						
15.4.7.	Site Evaluation						
15.4.8.	Subsurface Investigation						
15.4.9.	Surveys						
15.4.10.	Arts Inclusion						
15.4.11.	Design Rendering						
15.4.12.	Regulatory Approvals						
15.4.13.	Utility Availability						
15.4.14.	Drawings (6 Sets)						
15.4.15.	Specifications (6 Sets)						
15.4.16.	Current Working Estimate/Cost Analysis in CSI Format						
15.4.17.	Project Schedule						
15.4.18.	Formal Presentation						
15.4.19.	Plan Review/Scope of Work Compliance Statement						
15.4.20.	Final Design Phase Deliverables Checklist						
S.O.W. Reference	S.O.W. Specific Requirements						

This checklist shall be completed by the Design Consultant and included as the cover sheet of this submission to document to the DPMC the status of all the deliverables required by the project specific Scope of Work.

Consultant Signature_____
Date

Deliverables Checklist

Permit Application Phase

A/E Name: _____

[illegible]

This checklist shall be completed by the Design Consultant and included as the cover sheet of this submission to document to the DPMC Project Manager the status of all the deliverables required by the project specific Scope of Work.

Consultant Signature

Date

Deliverables Checklist

Bidding and Contract Award Phase

A/E Name: _____

[illegible]

This checklist shall be completed by the Design Consultant and included as the cover sheet of this submission to document to the DPMC the status of all the deliverables required by the project specific Scope of Work.

Consultant Signature

Date

Deliverables Checklist

Construction Phase

A/E Name: _____

[illegible]

This checklist shall be completed by the Design Consultant and included as the cover sheet of this submission to document to the DPMC the status of all the deliverables required by the project specific Scope of Work.

Consultant Signature

Date _____

Deliverables Checklist

Project Close-Out Phase

A/E Name: _____

[illegible]

This checklist shall be completed by the Design Consultant and included as the cover sheet of this submission to document to the DPMC the status of all the deliverables required by the project specific Scope of Work.

Consultant Signature _____

Date _____

February 7, 1997
Rev.: January 29, 2002

Responsible Group Code Table

The codes below are used in the schedule field "GRP" that identifies the group responsible for the activity. The table consists of groups in the Division of Property Management & Construction (DPMC), as well as groups outside of the DPMC that have responsibility for specific activities on a project that could delay the project if not completed in the time specified. For reporting purposes, the groups within the DPMC have been defined to the supervisory level of management (i.e., third level of management, the level below the Associate Director) to identify the "functional group" responsible for the activity.

<u>CODE</u>	<u>DESCRIPTION</u>	<u>REPORTS TO ASSOCIATE DIRECTOR OF:</u>
CM	Contract Management Group	Contract Management
CA	Client Agency	N/A
CSP	Consultant Selection and Prequalification Group	Technical Services
A/E	Architect/Engineer	N/A
PR	Plan Review Group	Technical Services
CP	Construction Procurement	Planning & Administration
CON	Construction Contractor	N/A
FM	Financial Management Group	Planning & Administration
OEU	Office of Energy and Utility Management	N/A
PD	Project Development Group	Planning & Administration

EXHIBIT 'A'

Activity ID	Description	Repon	Weeks
<PROJ>			
Design			
CV3001	Schedule/Conduct Pre-design/Project Kick-Off Mtg.	CM	
CV3020	Prepare Program Phase Submittal	AE	
CV3021	Distribute Program Submittal for Review	CM	
CV3027	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV3022	Review & Approve Program Submittal	CA	
CV3023	Review & Approve Program Submittal	PR	
CV3024	Review & Approve Program Submittal	CM	
CV3025	Consolidate & Return Program Submittal Comments	CM	
CV3030	Prepare Schematic Phase Submittal	AE	
CV3031	Distribute Schematic Submittal for Review	CM	
CV3037	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV3032	Review & Approve Schematic Submittal	CA	
CV3033	Review & Approve Schematic Submittal	PR	
CV3034	Review & Approve Schematic Submittal	CM	
CV3035	Consolidate & Return Schematic Submittal Comment	CM	
CV3040	Prepare Design Development Phase Submittal	AE	
CV3041	Distribute D. D. Submittal for Review	CM	
CV3047	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV3042	Review & Approve Design Development Submittal	CA	
CV3043	Review & Approve Design Development Submittal	PR	
CV3044	Review & Approve Design Development Submittal	CM	
CV3045	Consolidate & Return D.D. Submittal Comments	CM	
CV3050	Prepare Final Design Phase Submittal	AE	
CV3051	Distribute Final Design Submittal for Review	CM	
CV3052	Review & Approve Final Design Submittal	CA	
CV3053	Review & Approve Final Design Submittal	PR	
CV3054	Review Final Design Submittal for Constructability	OCS	

Sheet 1 of 3

EXHIBIT 'A'

Bureau of Design & Construction Services

DBCA - TEST

NOTE:
Refer to section "IV Project Schedule" of the
Scope of Work for contract phase durations.

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Activity ID	Description	Repr	Weeks
CV6014	Roughing Work Complete	CON	
CV6021	Interior Finishes Start	CON	
CV6022	Install Interior Finishes	CON	
CV6030	Contract Work to Substantial Completion	CON	
CV6031	Substantial Completion Declared	CM	
CV6075	Complete Deferred Punch List/Seasonal Activities	CON	
CV6079	Project Construction Complete	CM	
CV6080	Close Out Construction Contracts	CM	
CV6089	Construction Contracts Complete	CM	
CV6090	Close Out A/E Contract	CM	
CV6092	Project Completion Declared	CM	

NOTE:

Refer to section "IV Project Schedule" of the Scope of Work for contract phase durations.

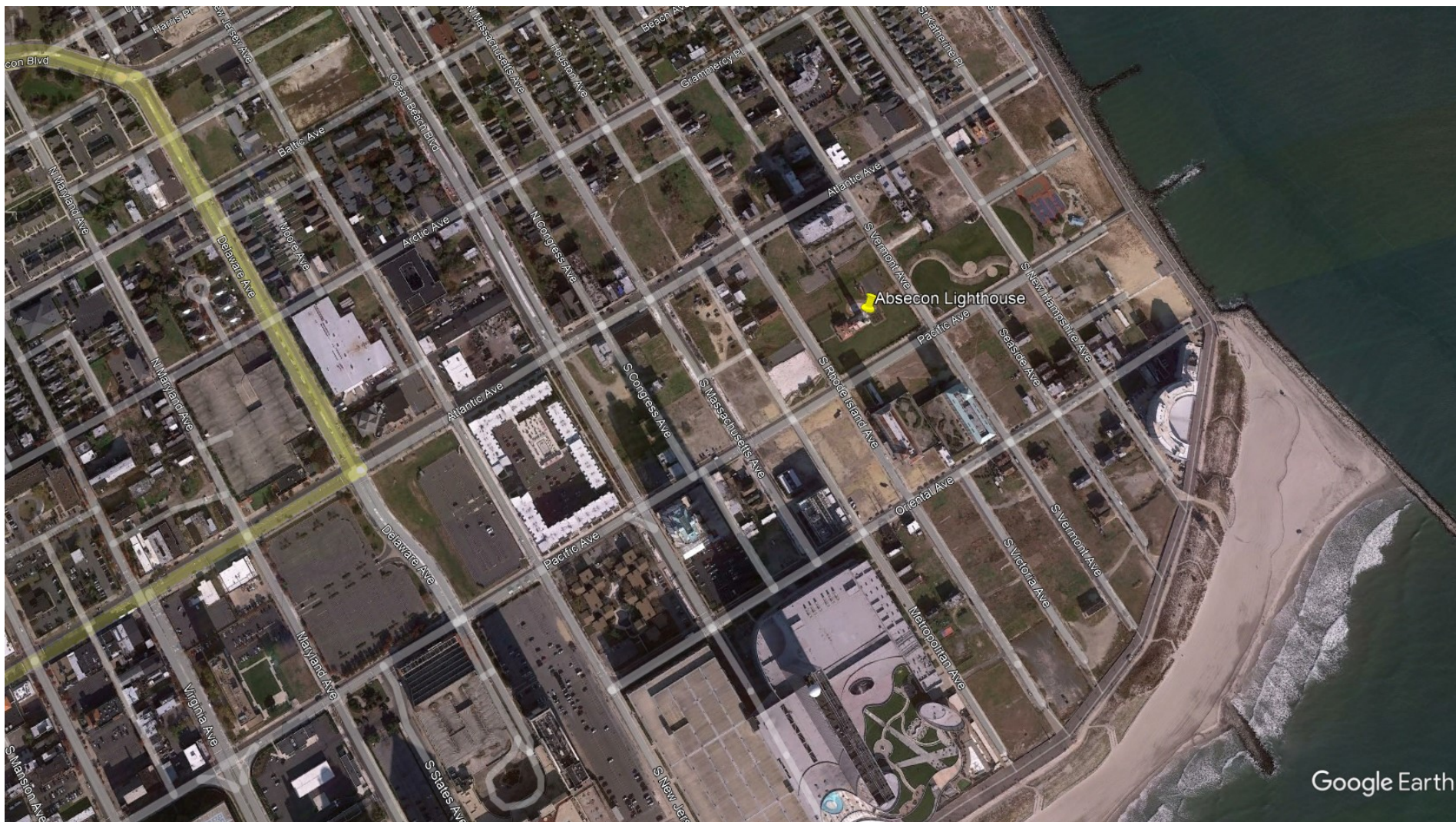
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DECA - TEST

Sheet 3 of 3

Bureau of Design & Construction Services

EXHIBIT 'A'



Project Site Location Map
Absecon Lighthouse - Atlantic City, NJ
EXHIBIT 'B'

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RECOMMENDATIONS

01 General Requirements:

This project is complex due to significant staging, access and safety challenges. There will be a premium for these costs.

The existing cast iron cannot be used to support scaffolding and therefore a complex engineered scaffolding will be required at both the exterior and interior.

02 Selective/Temporary Removal:

This may include temporary removal and re-installation of the stairs for access and to allow off site restoration.

The next design phase should include value, engineering to develop solutions that are cost effective.

The lantern may need to be temporarily removed to provide full access to the cast iron saddle below.

04 MASONRY

04-1 Exterior Conical Tapered Brick Tower

Existing Conditions

Moisture is trapped behind the face of the exterior brick. This is most likely caused by the multiple modern paint campaigns that do not have sufficient vapor permeability to allow the masonry to dry out and breathe.

Recommendations

04-1.1

All exterior coatings need to be removed from the brick with an appropriate pH neutral chemical stripper and low-pressure hot water or steam to minimize damage to the brick surface and allow the masonry to breathe.

The mortar joints should be raked out to an appropriate depth and repointed with a natural cement mortar. Historical research and material testing indicated this approach was successful in ensuring masonry permeability in the past.



Exterior Tower Wall (04-14)

Due to heavy paint build up and limited access it is not possible to determine the condition of the brick after paint removal. Allow for 10% turned around or replacement custom brick.

04-1.2

Once the exterior bricks are stripped they should be left bare to allow for increased vapor permeability and drying out of the masonry. See 04-2.2 below for recommended mechanical ventilation system.

04-1.3

It is not recommended to immediately repaint the brick after the coatings are removed; the intent is to allow the brick to dry out before applying any finish. It should be noted that between 1855 and 1871 the brick was unpainted. If after drying out the brick surface, the bricks prove to be too soft and damaged and susceptible to rapid weathering, then a coating should be applied and the daymark re-instated. The new coats must be permeable to allow for moisture to evaporate and protect the brick surface.

04-2 Interior Cylindrical Brick Tower

Existing Conditions

The interior vertical cylindrical brick tower is connected to the exterior tapered conical brick tower with radial brick walls with ventilated voids between the two walls. The IRT imagery has shown that moisture is unable to escape to the exterior tapered conical brick wall and has migrated inwards along the radial walls. The migrating moisture has resulted in paint and mortar failure on the interior brick walls.



Interior Cylindrical Brick Tower Wall (04-2)

Recommendations

04-2.1:

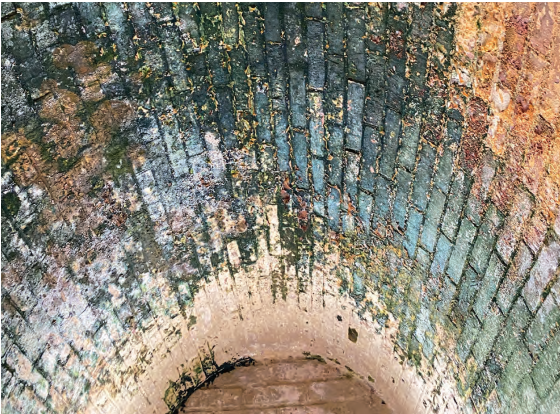
The removal on the exterior of brick wall coatings noted above will reduce the moisture ingress at the radial walls by allowing the walls to evaporate moisture to the exterior. The interior existing brick walls should be swept and vacuumed with a very soft brush during the dry season. The wall surface of the brick, the metal steps, and the brick floors should be vacuumed during this process, so that the salts are not reabsorbed into the masonry. This will help reduce metal corrosion and brick surface and mortar failure. Vacuuming these areas with a backpack HEPA filtered vacuum should be done anytime a buildup of masonry dust and salts are noted. This work can be completed by regular maintenance staff and is not part of the proposed scope of work estimated construction costs.

04-2.2:

The installation of a mechanical ventilation system to increase air flow in the voids between the radial, interior, and exterior walls will help accelerate the masonry drying process. Once the walls have dried out and the ventilation system has been in operation the interior can be painted with lime-wash. 04-2.3 Below.

04-2.3:

Allow for approximately 20% of the mortar joints to be repointed on the interior with a natural cement mortar. This masonry repointing work will be primarily located at the base of the tower and at the radial wall connections to the interior cylindrical brick walls. All loose paint and all petroleum-based paint will to be removed prior to applying a new limewash coating. A total of approximately 6 lime wash coats are recommended.



Arched brick above window opening. (04-3)

04-3 Arched Window and Door Openings

Existing Conditions

The existing brick arch vaults above the window and door openings have significant heavy green biological growth which extends down the side walls. This is largely caused by moisture in the void that condenses and travels down to the brick arch vault which closes the void at each opening.

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P1281-00 Absecon Lighthouse Study

Absecon Lighthouse

31 South Rhode Island Avenue

Atlantic City, New Jersey 08401

General Organization:

1. The recommendations provided herein are concept. Further investigation and design for repairs will be required prior to implementing any repairs. The recommendations are organized by trades and correlate with the cost estimate in 9.000.
 - 01 General Requirements
 - 02 Selective/Temporary Removal
 - 04 Masonry Including Finishes (09)
 - 05 Metals Including Finishes (09)
 - 07 Roofing
 - 08 Windows
 - 09 See 04 & 05
2. Many of the recommendations rely on access. See 01 General Requirements.
3. The recommendations are organized by location not necessarily by priority.
4. Sequencing of work is complex, based on access and the need of repairs.

DATE: 3/25/24

SCALE: NOT TO SCALE

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Executive Summary:
Recommendations

0.110

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Recommendations

04-3.1

See 04-2.2 for the new mechanical ventilation system which will lower the high moisture levels within the voids above the vaulted arches. Clean the brick using a gentle bio detergent, such as D2, to remove the bio growth. See 7.00 for recommended cleaning products.

04-3.2

To prevent future biological growth after cleaning, a UVC light system may be considered if the moisture levels cannot be fully managed with the ventilation system. The remaining repair work should follow the recommendations above for the interior masonry walls.

04-4 Brick Cracking at Corroded Metal

Existing Conditions

The existing brick has cracked where there is corrosion of metal that has resulted in expanded metal putting pressure on brick. Typical locations include Watch Tower through wall vent pipes, opening lintels and concealed corrosion resulting in heaving of masonry.

Recommendations

04-4.1

Corrosion of metal elements causing the masonry damage must be halted as described below in 05 Metals. At through wall watch tower vents this requires removal of brick to allow for vents to be replaced and rebuilding of brick around new vents.

04-4.2

At lintels the brick surrounding and above the embedded metal elements may need to be carefully removed to allow for full treatment of metal lintels, included metal embedded in the wall. Allow for temporary shoring of lintels to allow for the brick removals and rebuild. Assume some replacement brick.

04-4.3

Since corrosion of embedded or concealed metal elements may also be causing or exacerbating existing cracking in brick, some brick areas may need to be removed in small segments to allow for treatment of corroded metal not otherwise accessible. A careful, sequential disassembly of the lantern. The saddle at the watch tower is one potential location.

As with all these recommendations the structural engineer will need to complete further analysis to determine the extent of metal repairs.



Spiral Cast Iron stairs, cantilevers from center column and has anchored in 1990's to the exterior wall every four treads. (05-1)

05 METALS

Historic Cast Iron is susceptible to brittle failure through cracking due to the carbon content and microstructure of the material as noted in Silman's report. In their preliminary schematic assessment Silman assumed a safety factor of 6, because tested material strengths can vary considerably. Moreover, the cast iron is especially susceptible to cracking from point loading. Careful review of Silman's initial Assessment Findings is recommended, to fully understand the recommendations below:

05-1 Cast Iron Spiral Stairs

Existing Conditions

The cast iron stair is generally in fair to good condition and was sand blasted and repainted as part of the 1997 renovation work. However, the continuous high levels of moisture and the salt deposits from the masonry walls have resulted in corrosion pitting of the stair treads and at some connections. This is not currently a severe condition; however, the corrosion will become exponentially worse with time See 04-2.1. The stairs have already had additional structural supports added at the walls at every fifth tread and handrails were added on the interior side near the column, as part of the previous renovation.

Recommendations

05-1.1

The existing cast iron stair assembly does not appear have capacity for a contemporary 100psf stair or public access loading. For future design phases, it will be important to establish an acceptable loading criterion with the Owner (if less than 100psf). At this time the occupancy of the tower is posted and limited to 49 persons. HBA recommends that the cast iron stair landings avoid over loading and be limited to 4 people. Based on the use levels described by staff this is currently typical. Comply with maximum occupancy of Tower set by code official.

05-1.2

Remove all paint and corrosion from severely pitted or corroded metal and allow for detailed inspection of cast iron prior to painting. If corrosion removal reveals section loss that compromises structural integrity, then the damaged cast iron element will need to be evaluated for reinforcement or replacement. One cracked tread was noted and should be repaired prior to painting. An allowance for other repairs has been included. Prime and paint with a high-grade metal paint system, such as TNEMEC.

The cast iron material performance and required structural performance (loading, occupancy, public use, etc.) warrant further analysis and discussion to determine appropriate repairs or reinforcement, if required. Possible repairs might include:

05-1.3

Additional anchor rods installed to support every cantilevered tread instead of every fifth tread

05-1.4

Reinforcement of the underside of the cast iron landings at openings.

05-1.5

Bracing of the stair cast iron central column and stacked tread collars

05-1.6

Additional support systems based on further analysis. Allowance.

5-2 Watch Level Public Walkway

Existing Conditions

The cast iron platform that wraps the top of the tower is made up of a series of triangular cast iron plates supported by large stone brackets. The platform was renovated in 1997. The 1997 renovation included Stainless steel floor plate repairs at joints between existing cast iron floor triangular deck plates and a new metal cage to allow for safe access for visitors. Pre-schematic structural analysis indicates that the average thickness of 7/8" cast iron plate has capacity for visitor loading of at least 50psf. For example, a 6' x 2' platform can support 600LB. This is less than a modern 60psf for walkways and elevated platforms and also less than the 100psf for public assembly load capacity. In addition, the cast iron plates have limited capacity to support large point loads in the middle of the spans away from the stone brackets.



Watchtower Walkway supported by stone brackets below. (05-2)
See stone brackets below.



Recommendations

The unpredictability of cast iron is of concern, but no visible cracks were observed, however extensive paint build up may have concealed cracks, or damage have been observed and therefore no specific structural repairs are proposed to the platform at this time.

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04 Masonry:

1. Masonry repairs are frequently interdependent on metal repairs.
2. Access for repairs may require shoring and bracing.
3. Recommendations include cleaning and finishes.
4. Ventilation systems are recommended under 04 Masonry but would typically be included under CSI Section 22 for Mechanical Ventilation.

DATE: 3/25/24

SCALE: NOT TO SCALE

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Executive Summary:
Recommendations

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05-2.1

At areas with active staining and corrosion the cast iron plates should be blasted to remove all corrosion and appropriately primed and painted to prevent continuing corrosion and possible section loss. This includes the underside of at least one plate and will require special scaffold or lift access.

05-2.2

The metal cage should be treated to remove corrosion and repainted.

05-2.3

In areas of section loss, the structural capacity may be reduced structural design. Analysis should be conducted to account for the behavior of diagonal stiffening ribs, stone brackets and the attached bird cage framing. This will need to be considered in future repairs and reinforcement design if required. An allowance is included for the work to be further defined. One option to consider is the addition of new floor plates, reinforced glass or fiberglass over the existing cast iron floor that can span between the stone brackets.



Underside of saddle from Watch Tower level walkway and interior (right) in watch tower. (05-3)

05-3 Cast Iron Saddle Plate at Top of Wall - Lantern Base

Existing Conditions

There is corrosion at the cast iron saddle on top of the brick wall at the Lantern level especially at the exterior between the brick wall and blind (back) vertical face of the metal. The saddle plates and horizontal walking surface (interior and exterior) are cast integrally as single pieces, and twelve cast pieces make up the full ring at the base of the lantern. Each casting also includes an extension panel that is bolted to the adjacent plates, providing a positive attachment between each plate. Alterations made during the 1997 work included the addition of lugs and reattachment of the lantern bottom rail, which is integral with the interior and exterior decks. There is some corrosion of the decks possibly due to galvanic corrosion from the added lugs. The connecting plate are cracked or corroded at most instances.

Recommendations

Significant corrosion at crack planes between floor plates in the exterior must be addressed. The saddle floor plates should not be accessed until repairs are completed or safety protection installed. '

05-3.1

Treatment is recommended to arrest corrosion and prevent additional section loss. All active staining and corrosion of the cast iron should be blasted to remove all corrosion and appropriately primed and painted to prevent continuing corrosion and possible section loss.

05-3.2

Treatment of the blind vertical face (directly against the exterior wall) should be considered. Work would include carefully sequenced shoring and removal of the wood paneling and interior plaster over brick bays and the top courses of the brick wall from the interior of the watch tower to allow access to the hidden metal surfaces.

Following removal of the brick, the previously inaccessible vertical face of the saddle plate should be cleaned and repainted. Brick would then be rebuilt in this cavity to re-establish bearing. See Probe for additional information.

05-3.3

Additional investigation and design is required to understand the structural performance of the existing bolted connections and corroded sections and appropriate interventions or repairs. Replacement of bolts and cleaning of all corrosion and repainting is recommend as a first step.

05-3.4

Active staining and corrosion from the metal cage should be treated by lasting to remove all corrosion. The metal should also be primed and painted.

05-3.5

The most extreme repair requirements based on additional investigation would include full removal of the lantern framing and deck plates for restoration off site, including measurement, priming, and repainting. Localized replacement of the lantern level framing and deck plates may also be required depending on the results of the next phase of investigation.

05-4 Lantern Framing and Glass

Existing Conditions

There are several broken glazing panels at the Lantern level. Corrosion of the metal lantern glazing frame due to heavy condensation build up as a result of lack of ventilation may have caused the cracking. A pre-schematic analysis of the lantern vertical stiles and other lantern components also indicates that the full lantern frame is flexible and excess deflections may have caused or worsened cracking glass to crack. However, also likely is corrosion of the metal lantern glazing frame due to heavy condensation build up as a result of lack of ventilation. The ventilation pipes in the lantern do not appear to be working, which causes extreme temperature shifts at the Lantern level. Interior corrosion is also concentrated at connections, suggesting that galvanically incompatible fasteners were used in previous repairs.



Lantern Glass (05-4)

Recommendations

05-4.1

The ventilation system in the lantern must be restored. This includes the roof vent and vents along the perimeter of the bottom rail. See also 04-2.2.

05-4.2

At the lantern frame both stiles and rails need to be fully restored with some replacement sections noted. Future repairs of the stiles and rails should include metallurgical analysis of these specific members, and consider the flexibility of the lantern and galvanic compatibility. All corrosion removed and the frame primed and repainted. This will require removal of all glass and protection of the Fresnel Lens.

05-4.3

All broken lantern glass needs to be replaced. All silicone caulk must be removed. The proposed glass and gasket system to be used will need to be designed and engineered to address engineering concerns noted above accommodate movement in wind events, or be rigid enough to prevent excess movement due to wind.



Through wall vent at watchtower level, and star cracking due to corrosion. (05-5)

05-5 Cast Iron Through Walls Ventilation Piping

Existing Conditions

There are two distinct and separate sets of ventilation piping; one set is located at the Watch Tower level, and the other at the Lantern level. Some of the vents at the Watch Tower level were replaced and adjustable brass covers were fabricated to cover the vents. The metal vent pipes running through the wall have corroded; the corrosion jacking has caused step cracks in the masonry walls that radiate from the vents. See 04-4.1 The vent covers are typically kept closed or are non-operational. The second set of vents are at the Lantern level and are comprised of cast iron tubes that vent from inside of the Lantern at the bottom rail, through the outer Lantern access platform, and down the face of the brick wall below, further saturating the masonry at the Watch Tower level.



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05 Metal Repairs:

1. This document is a study with preliminary recommendations provided as a guide only.
2. Many of the metal elements have heavy paint build up and cracking and loss may be covered over by paint.
3. Only preliminary structural analysis has been completed. Future analysis and investigation will be necessary in subsequent phases prior to preparing construction documents.
4. Silman recommends that additional corrosion study (corrosive rate, potential and possible corrosion treatments) be performed in the future.

DATE: 3/25/24

SCALE: NOT TO SCALE

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Executive Summary:
Recommendations

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Recommendation

The watchtower ventilation system was designed to remove moisture from the interior of the tower. The lantern ventilation tubes were design to remove condensation and ventilate the lantern area, working in tandem with the vent in the roof above the lamp.

05-5.1

Each vent at the Watch Tower level should be repaired or replaced depending on its condition and the condition of the adjacent brick wall. See 04-4.1. The corroded vents will need to be replaced with new stainless-steel vents. Brick will be removed and rebuilt where access is needed and where it is severely cracked on the exterior. Fabricate new custom ventilation caps.

05-5.2

The Lantern vents should have all rust removed and be repainted.

05-6 Cast Iron Lintels

Existing Conditions

The several of the cast iron lintels at openings are heavily corroded and have resulted in some rust jacking uplifting brick. See 04-4.2 for repairs to brick and allowance for rebuilding.

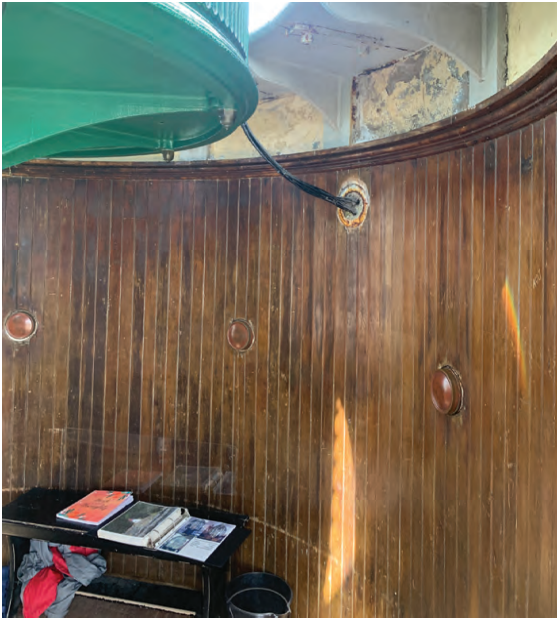
Recommendation

05-6.1

The lintels have all corrosion removed and be repainted. This may require careful selected removal of brick temporary and shoring and bracing at opening to allow for brick removal.

05-6.2

Severely corroded lintels will need to be replaced with new SS lintels. This will require careful selected removal of brick and shoring and bracing at openings.



Watch Tower Wood Paneling. (06-1)

06 Wood

Existing Conditions

There is very little wood in the light house. Wood bead board paneling is located in the watch tower with a wood cornice cap. The floor at the interior of the watch tower is wood narrow T&G boards, probably cedar. (Silver Grey color.)

Recommendation

06-1.1

Temporary removal of the wood cornice may be required to open the masonry for saddle repairs described above in 05-3.2 on the back (exterior) face of the saddle.

Recommendation

06-1.2

All wood paneling in the watch tower interior should be repaired and refinished.

Recommendation

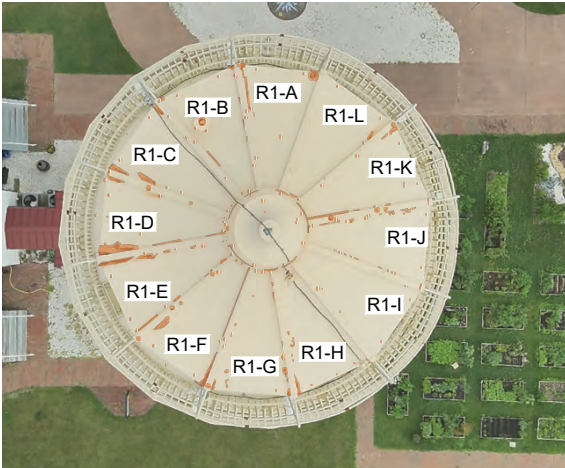
06-1.3

The narrow board T&G cedar wood floor in the watch tower should be lightly sanded and refinished to protect from further UV damage.

07 Metal Roof

Existing Conditions

The metal roof covering the lantern has some paint failure and corrosion on the exterior and heavy condensation with minor corrosion on the interior. The vent above the lamp could not be accessed but appears to have been altered based on the original design details and may no longer vent.



Metal Roof. (07-1.1)

Recommendation

07-1.1

The metal roof should have all corrosion removed, have minor repairs and be repainted on both the exterior and interior, repairs completed using a high performance metal paint coating.

07-1.2

The vent at the roof should be restored and made fully operational. This may be used as part of the new mechanical ventilation system.



Exterior and interior photographs of a typical window on the lighthouse.

08 Openings

Existing Conditions

The wood doors and windows were restored 25 years ago. The metal headers, or lintels, are heavily corroded and have resulted in some brick rust jacking, see 05-6. The wood frames are heavily weathered, and the windows are difficult to operate.

Recommendations

08-1.1

The existing doors and windows should be restored and made fully operational.

08-1.2

All cast iron and metal associated with openings on the exterior and interior are to be sand blasted and painted.

08-1.3

The addition of louvers to allow the windows to remain open and improve ventilation are to be considered. These could be temporarily installed in the warmer months and replace the upper sash to allow constant ventilation without water ingress from rain and allow views to be maintained.

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06 Woodwork:

1. Wood suffers from damage due to on and off exposure to moisture and UV light. Protective coatings help prevent this damage.
2. Wood floors are susceptible to wear and tear from visitors and exposure to UV damage.
3. Annual maintenance of wood elements is recommended. This would typically be maintenance and not a capital expenditure.

07 Roof Openings:

1. Annual monitoring is critical to monitor corrosion on the metal roof.

08 Thermal and Moisture Protection:

1. Painted wood in this exposed environment will require regular maintenance. If windows sash can be removed from the interior this will be a significant saving for access.

09 Finishes:

1. The finishes are so critical fro protecting historic fabric from further deterioration and they are included with the masonry and metal work.

DATE: 3/25/24

SCALE: NOT TO SCALE

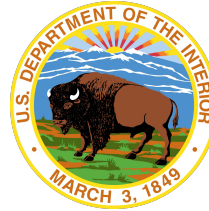
DRAWN BY: CJ

Executive Summary:
Recommendations

0.113

1. DATE ISSUED MM/DD/YYYY		1a. SUPERSEDES AWARD NOTICE dated	
08/30/2024		except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO.			
15.929 - Save Americas Treasures			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. P24AP01652-00		5. TYPE OF AWARD	
Originating MCA #		Other	
4a. FAIN P24AP01652		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 10/01/2024		Through 09/30/2027	
7. BUDGET PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 10/01/2024		Through 09/30/2027	

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
54 U.S.C. §308902 Save America's Treasures Program

8. TITLE OF PROJECT (OR PROGRAM)	
2023 HPF SAT - Inlet Public/Private Association, Inc. - Exterior and Interior Restoration of masonry and metals at Absecon Lighthouse in Atlantic City, NJ.	
9a. GRANTEE NAME AND ADDRESS	9b. GRANTEE PROJECT DIRECTOR
INLET PUBLIC PRIVATE ASSOCIATION, INC 31 S Rhode Island Ave Atlantic City, NJ, 08401-7760	Mr. James Rutala 31 S. Rhodes Avenue Atlantic City, NJ, 08401-7760 Phone: 609-743-0354
10a. GRANTEE AUTHORIZING OFFICIAL	10b. FEDERAL PROJECT OFFICER
Mr. James Rutala 31 S. Rhodes Avenue Atlantic City, NJ, 08401-7760 Phone: 609-743-0354	Ms. Lyndsey Alston 1849 C St NW UNIT 7360 Washington, DC, 20240-0001 Phone: 202-893-4287

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 750,000.00	
II Total project costs including grant funds and all other financial participation <u>II</u>		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
a. Salaries and Wages\$ 0.00		c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00	
b. Fringe Benefits\$ 0.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 750,000.00	
c. Total Personnel Costs\$ 0.00		13. Total Federal Funds Awarded to Date for Project Period \$ 750,000.00	
d. Equipment\$ 0.00		14. RECOMMENDED FUTURE SUPPORT	
e. Supplies\$ 0.00		(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel\$ 0.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
g. Construction\$ 1,668,810.00		a. 2 \$ d. 5 \$	
h. Other\$ 0.00		b. 3 \$ e. 6 \$	
i. Contractual\$ 250,000.00		c. 4 \$ f. 7 \$	
j. TOTAL DIRECT COSTS → \$ 1,918,810.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS \$ 0.00		a. DEDUCTION	
l. TOTAL APPROVED BUDGET \$ 1,918,810.00		b. ADDITIONAL COSTS	
m. Federal Share \$ 750,000.00		c. MATCHING	
n. Non-Federal Share \$ 1,168,810.00		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		b	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

GRANTS MANAGEMENT OFFICIAL:

Megan Brown, Chief - State, Tribal, Local, Plans & Grants
1849 C Street NW
7360
Washington, DC, 20240-1000
Phone: 202 354 2062

17. VENDOR CODE			18a. UEI Q9JCULUCP4L1			18b. DUNS			19. CONG. DIST.		
0071443170									02		
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION					
1	0051052860-00010	\$750,000.00	10/01/2024	09/30/2027	5140	FY234 HPF SAT NJ Inlet Public/Private As					

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	09/30/2026	Semi-Annual	10/30/2026
10/01/2026	03/31/2027	Semi-Annual	04/30/2027
04/01/2027	09/30/2027	Final	01/28/2028

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	09/30/2026	Semi-Annual	10/30/2026
10/01/2026	03/31/2027	Semi-Annual	04/30/2027
04/01/2027	09/30/2027	Final	01/28/2028

REMARKS

1.

Grant Agreement**between****the United States Department of the Interior****National Park Service****and****the Above-Named Recipient****Articles****1. Legal Authority**

NPS enters into this Agreement pursuant to:

1. 54 USC §3089 – Save America’s Treasures Program
2. Consolidated Appropriations Act of 2023, enacted as Public Law 117-328
3. 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

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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. Notify NPS of all selected subawards/subgrants. Recipients that issue subawards/subgrants, (entities that function in whole or in part as pass-through entities), are responsible for ensuring subgrant/subaward 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. Subrecipients should understand they are subject to the requirements of 2 CFR 200.1 "Subaward"; 200.101 Applicability; 200.331 Requirements for pass-through entities.
 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 upon request to NPS.
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

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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

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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. Award Specific Terms & Conditions

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

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11. 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 10% 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

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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 RECIPIENT 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:

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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

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individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, 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

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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

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(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

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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

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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,

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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](https://www.section508.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

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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. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

14. 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.

15. ASSIGNMENT

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

16. 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.

17. 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.

18. 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.

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19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

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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).

25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure

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Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

As applicable, recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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

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. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

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3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

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](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved Buy America Requests | U.S. Department of the Interior \(doi.gov\)](#); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

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Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

(b) Buy America Preference Alternative Small Award Term

The followings terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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 www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved

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waiver is obtained.

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

27. 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.

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 annual 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; 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. 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, Federal Awardee Performance and Integrity Information System (FAPIIS), 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:

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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.

3. 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

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Officer (AO).

4. 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 \$5,000.

5. 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. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

6. 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 release 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.

7. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic

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Preservation Fund 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 Historic Preservation Fund (HPF) administered by the National Park Service.

8. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund 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 Historic Preservation Fund, 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.

9. 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, any materials produced under this grant. All photos included as part of the 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 may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

10. 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

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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 ATR 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:

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 meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. 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 15 years would be required.
3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
\$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

11. NPS Review of Planning/Design Documents for National Historic Landmarks

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The grantee must submit the following:

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

The grantee must submit documents for the entire undertaking to 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.

Plans and specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet the Secretary of the Interior's Standards and Guidelines for Archeology & Historic Preservation.

12. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

13. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

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14. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

15. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

16. 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.

17. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

18. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds 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 if 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 Article 26 "Geospatial Data" and contained within the Department of the Interior's General Terms & Conditions (effective June 1, 2023).

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19. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF 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 HPF 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.

20. Subgrant Awards

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

The Grantee must publicly announce the availability of HPF funds and include the following information:

1. A summary statement of the priorities for funding;
2. Description of eligible activities for which funding is to be provided;
3. The total amount available, or expected to be available for subgrants;
4. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;
5. The deadline for submitting the completed application;
6. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;
7. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;
8. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
9. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual;
10. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the grantee must ensure that a subgrantee will:

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain

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such;

2. Be able to comply with the proposed or required completion schedule for the project;
3. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
4. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

1. Review of selected subgrants;
2. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
3. Review of any physical preservation work or archeological surveys for compliance with National Environmental Policy Act (NEPA);
4. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 USC 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm;
5. Verification of submission of any subgrants over \$30,000 federal share to Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS);
6. Review of final executed preservation easement/covenant;
7. Additional requirements as determined for the grantee based on risk or program requirements.

21. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

22. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

23. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit

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additional reporting documentation.

24. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

25. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

AWARD ATTACHMENTS

INLET PUBLIC PRIVATE ASSOCIATION, INC

P24AP01652-00

1. Environmental Certification (only for project elements not involving ground disturbance)
2. Digital Products Submission Guidelines
3. SAT_23_NJ_Inlet_Addendum



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, NW
Washington, DC 20240

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently: **F.1 – F.6 – Actions Related to Grant Programs**

Megan J. Brown
Chief State, Tribal, Local, Plans & Grants
National Park Service

[effective as of Date Issued]
(block 1, page 1)

Digital 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.

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

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

"This material was produced with assistance from the Save America's Treasures grant program, 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 NPS grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention:
SAT_[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 submitted under a FY2020 grants by the DC State Historic Preservation Office
SAT_20_DC_DCSHPO_P21AP00001_JohnDoeInterview001.mp3
SAT_20_DC_DCSHPO_P21AP00001_JohnDoeInterview002.mp3

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](#).

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:
SAT_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_Index.docx
Ex. SAT_20_DC_DCSHPO_P21AP00001_Index.docx
- Only submit one index per submission, including all of the products in that submission

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(s) you wish to upload and then 'Open'. The file(s) 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.

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.

**Addenda
to
Grant Agreement
P24AP01652**

Addendum to Approved Budget

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

Budget Item	Federal Admin	Federal Program	Recipient Share Admin	Recipient Share Program	Total
<i>Personnel</i>					\$ -
<i>Fringe Benefits</i>					\$ -
<i>Travel</i>					\$ -
<i>Supplies</i>					\$ -
<i>Equipment</i>					\$ -
<i>Contractual</i>				\$ 250,000.00	\$ 250,000.00
<i>Construction</i>		\$ 750,000.00		\$ 918,810.00	\$ 1,668,810.00
<i>Other</i>					\$ -
<i>Indirect Costs</i>					\$ -
Total	\$ -	\$ 750,000.00	\$ -	\$ 1,168,810.00	\$ 1,918,810.00

Addendum to Article IV - Statement of Work

The Statement of Work is further defined to include:

1. Preservation and repair of the Absecon Lighthouse at 31 S. Rhodes Ave., Atlantic City, New Jersey 08401 per the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, to include:
 - i. Site work
 - ii. Remove exterior paint coatings
 - iii. Remove Portland cement and repoint exterior masonry
 - iv. Repoint interior brick and apply lime wash
 - v. Prime and repaint interior metal spiral stair
 - vi. Repair/replace all cast iron through walls ventilation piping
 - vii. Remove broken brick at ventilation daylight points
 - viii. Repair cast iron plate at top connection lantern level

- ix. Repair lantern framing and glass
- x. Install ventilation system for lantern
- xi. Remove biological growth at arched windows
- xii. Address metal corrosion causing brick jacking at doors/windows
- xiii. Architectural and Engineering Services*

* Requires NPS grant manager approval prior to hire

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:
 - i. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee, by name or title (see Department of the Interior Standard Terms and Conditions)
 - ii. Draft press release posted upon receipt of the grant funding (see Requirement for Project Sign & Public Notification)
 - iii. Selected consultant qualifications (prior to signing contract)
 - iv. NEPA Environmental Screening Worksheet (see Requirement for NEPA Compliance)
[go.nps.gov/HPF-NEPA](https://www.nps.gov/HPF-NEPA)
 - v. 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)
 - vi. Final architectural and engineering plans and specifications at 100% when complete for NPS/SHPO/THPO approval and final grant records
 - vii. Draft project sign (see Requirement for Project Sign & Public Notification)
 - viii. Draft preservation easement/covenant (see Easement/Covenant Requirement)
 - ix. 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. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicable

C4A
3/25/25

**STATE OF NEW JERSEY
GRANT AGREEMENT PROVISIONS BETWEEN
THE NEW JERSEY HISTORIC TRUST
AND**

Inlet Public/Private Association, Inc.
(Grantee)

2024.2010
(Grant Number)

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ATTACHMENTS

- A. ADDITIONAL GRANT PROVISIONS
- B. APPROVED PROJECT BUDGET
- C-1. REPORT FORM
- C-2. FINAL REPORT FORM
- D-1. SCOPE OF WORK
- D-2. SPECIAL REQUIREMENTS
- E. GOVERNING BODY/BOARD RESOLUTION
- F. SUBCONTRACTOR CERTIFICATION
- G. STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM

BIBLIOGRAPHY

Project Name: Absecon Lighthouse
Project Number: 2024 2010

**STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST**

GENERAL TERMS AND CONDITIONS

I. Grant Award Data and Signatures

GRANTEE

Organization Name Inlet Public/Private Association, Inc.
Address. 31 South Rhode Island Ave
 Atlantic City, NJ 08401

Chief Financial Officer: Rose Marie Quirk

Tax I.D. #: 22-2937095-00
Vendor ID – V00076626

NJHT PROJECT NUMBER: 2024.2010

GRANTING ORGANIZATION

Department, Division Name: New Jersey Historic Trust
Department of Community Affairs
Mailing Address. P.O. Box 457
 Trenton, New Jersey 08625-0457

GRANT AMOUNT

Total Grant Amount \$750,000.00 FY25-100-033

MATCHING FUNDS

Matching share provided by Grantee: \$2,767,563.00

If Federal funds are used as matching dollars, give CFDA Account #:

The effective date of the Grant is the date the document is countersigned by the Trust:

TIME FRAME

Work Period	Work Period Expiration
Commencement Date:	Date:
January 30, 2025	January 30, 2029
Agreement	Agreement Expiration
Commencement Date:	Date:
January 30, 2025	January 30, 2030

SCOPE OF WORK FUNDED BY GRANT:

The Trust grant will help fund the interior and exterior restoration of the Lighthouse.

Project Name: Absecon Lighthouse
Project Number: 2024.2010

PROJECT PROPERTY LOCATION

Common name of property: Absecon Lighthouse

Street Address: 31 S Rhode Island Ave
City: Atlantic City State: New Jersey Zip: 08401

PURPOSE Grant Program to be funded: Preserve New Jersey Historic Preservation Fund,
administered by the New Jersey Historic Trust.

PROGRAM SPECIFICATIONS

Grantee hereby agrees to perform the work described in the specifications attached hereto as Attachments D-1 and D2 Scope of Work/Special Requirements, in the manner and upon the terms therein specified. Attachments D-1 and D-2, and all other Attachments are hereby fully incorporated and made a part of this grant in all particulars.

SIGNATURES

APPROVED BY NEW JERSEY HISTORIC TRUST:

By: Glenn A. Ceponis By: Carl Palerm
Signature Signature
Glenn A. Ceponis

Title: Executive Director, NJHT

Title: DCA Grant Officer

Date: 4/7/24

Date: 4/9/25

ACCEPTED AND AGREED (Grantee/Organization):

CERTIFIED BY (Grantee/Organization's
Government Clerk, Board Secretary, or Notary Public):

By: Jean Muchanic
signature
Jean Muchanic

By: Denise Tinucci
signature

Print Name: Denise Tinucci

Title: EX. DIRECTOR/C.O.O.

Title: Board Secretary

Date: 4/2/25

Date: 4-2-25

GENERAL TERMS AND CONDITIONS

II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the New Jersey Historic Trust, hereafter "The Trust", to award this Grant Agreement, agrees in the performance of this Grant Agreement to comply with all federal, state, and municipal laws, rules, regulations and written policies generally applicable to the activities in which Grantee is engaged in the performance of this Grant Agreement, regardless by whom specific activities are performed. Failure to comply with these laws, rules, regulations or policies is grounds for termination of this agreement. Laws, rules, regulations, and policies include, but are not limited to, the following

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., is made a part of this Grant Agreement for grantees who are government agencies. The Grantee's signature on the proposal is its guarantee that neither it nor any subcontractors it employs to perform the work covered by this proposal in a public works project are listed or are on record in the Office of the Commissioner, Department of Labor, as one who has failed to pay prevailing wages in accordance with the provisions of this Act.
- B. The New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., is made a part of this Grant Agreement for grantees who are government agencies. The Grantee's signature on the proposal is its guarantee that all subcontractors it employs to perform the work covered by this proposal in a public works project are registered pursuant to the Act with the Division of Wage and Hour Compliance within the Department of Labor.
- C. The New Jersey State Contracts Law, N.J.S.A. 52:32-1 et seq., is made part of this agreement, and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. is made a part of this agreement for grantees who are government agencies.
- D. The New Jersey Law Against Discrimination, N.J.S.A. 10:51 et seq., N.J.S.A. 10:5.31 et seq., and N.J.A.C. 17:27.1 et seq., are made part of this Grant Agreement. In addition the Grantee agrees to comply with the requirements of Section XX, "Nondiscrimination and Affirmative Action," of this Grant Agreement.
- E. The New Jersey Charitable Registration and Investigation Act, N.J.S.A. 45:17A-18 et seq. is made part of this Grant Agreement for grantees other than government agencies. Fundraising activities performed by nonprofit organizations or their consultants are subject to the provisions of this Act. Grantees must be either registered with the New Jersey Attorney General as a charitable organization or in receipt of an exemption letter from the New Jersey Department of Law and Public Safety, Division of Consumer Affairs.
- F. The New Jersey State Treasury Circular Letter 9305, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, -and State of New Jersey OMB Circular Letter 15-08 is hereby incorporated by reference as part of this agreement.
- G. The New Jersey State Treasury's Single Audit Policy Guide for Non-Profit Subrecipients and Independent Auditors is hereby incorporated by reference as part of this agreement.
- H. The following documents issued by the United States and the State of New Jersey are incorporated by reference as standards and procedures used by the Trust with respect to this grant and the work funded by the Trust more particularly described in Attachment D-1 and made part of this agreement:
 - OMB Circulars A-21, A-87, and A-122 (Cost Principles. Educational Institutions; State and Local Governments, Non-Profit Organizations, respectively)
 - OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments, Institutions of Higher Education, Hospitals and Other NonProfit- Organizations, respectively)

(3)

- OMB Circulars A-128 and A133 (Audit-s: State and Local Governments; Institutions and Other NonProfit- Institutions, respectively)
 - 40 CFR 31 (Common Rule)
- OMB Circulars 15-08 State Audit Rules
- Directory of Generally Applicable Requirements and Administrative Management Standards for Federal Assistance
 - Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised)
 - Garden State Preservation Trust Fund Historic Preservation Grant Program Rules. N.J.A.C. 15 34
 - *Secretary of the Interior's Standards for the Treatment of Historic Properties*
 - New Jersey Register of Historic Places Act: N.J.S.A. 13.1B-15 128 et seq

III. Insurance

The Grantee must maintain in force for the term of this Grant Agreement the following minimum types and levels of coverage. These coverages are to be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Trust. Unless current documentation is already on file with the Trust, the Grantee must submit certificates of insurance and/or documentation of self-insurance to the Trust. No payments may be made under this Grant Agreement until acceptable documentation of insurance coverage is received. Each certificate must certify that coverage is not to be canceled for any reason except after 30 days written notice to the Trust. Each certificate shall also name the New Jersey Historic Trust and Trust employees, as well as the State of New Jersey and State employees, as additional insured to the fullest possible extent of the coverage. The minimum required coverages are

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which must not be circumscribed by any endorsements limiting the breadth of the coverage. The policy must include an endorsement for contractual liability and must include the State of New Jersey as an additional insured. The policy must also include an endorsement for products liability. Limits of liability must not be less than \$500,000 per person and \$1 million per occurrence for personal injury liability and \$250,000 per occurrence for property damage liability
2. Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$500,000 per person and \$1 million per occurrence for property damage liability
3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability insurance with a limit of not less than \$100,000.

IV. Indemnification

The Grantee is to keep, save, and hold the New Jersey Historic Trust and the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with this grant which results from any acts or omissions, including negligence or malpractice, of any of Grantee's officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's liability under this agreement continues after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

V. Assignments and Subcontracts

- A All consultants, contractors and subcontractors who perform work under the provisions of this proposal are subcontractors to the Grantee. As a condition of the Trust's approval of a subcontractor and prior to any payments by the Trust for subcontracted work, the Grantee must secure from the subcontractor and submit to the Trust an executed copy of the "subcontractor certification," Attachment F. Subcontractor certification is not required for work funded by this grant which was contracted prior to the execution of this contract.
- B All consultants, contractors, and subcontractors must be approved in advance by the Trust to ensure that they are acceptable and qualified
 - 1 Advance approval is intended to ensure that consultants, contractors, and subcontractors are qualified and will be able to complete the work in the time permitted and for the amount budgeted.
 - 2 Advance approval must be secured before contracts are executed and before all competing bids are rejected. The Trust requires the Grantee to prequalify contractors prior to the solicitation of bids. The Grantee must submit qualifications of consultants, contractors, and subcontractors (e.g. resumes, references, examples of previous work on historic properties) The Trust will provide written notification if any consultant, contractor, or subcontractor is not acceptable
 - 3 For grantees who are government agencies, all bid packages for work subject to reimbursement under the provisions of this grant must be awarded in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The Grantee must solicit statements of qualifications from all interested contractors by issuing a Request for Qualification (RFQ) that has been approved in advance by the Trust and NJ Department of Community Affairs (DCA), Bureau of Local Government services. Specific standards or contractor qualifications are set forth in Attachment D-1 of this Grant Agreement. Only contractors who meet the criteria set forth in the RFQ and are approved by the Trust and DCA will be eligible to receive bid documents.
 - 4. **Grants over \$100,000:** For grantees other than government agencies, all bids for work subject to reimbursement under the provisions of this grant, the Grantee must solicit statements of qualifications according to the procedures set forth in the Trust Grant Administration Manual. Specific standards for contractor qualifications are set forth in Attachment D-1 of this Grant Agreement. For all bid packages equal to or greater than \$100,000 in cost, the Grantee must advertise in print media to solicit statements of qualifications from all interested contractors by issuing a Request for Qualification (RFQ) that has been approved in advance by the Trust. Only contractors who meet the criteria set forth in the RFQ and are approved by the Trust will be eligible to receive bid documents. For bid packages less than \$100,000 in cost, the Grantee must submit statements of qualifications for review and approval by the Trust prior to awarding contracts
- C. A written contract is required for all consultants, contractors, and subcontractors performing grant-assisted work
- D The Grantee must be responsible for compliance by all subcontractors with the terms, conditions and requirements of this Grant Agreement.
- E The Grantee must be responsible for any claims arising out of any subcontract and, as a condition of any subcontract, the subcontractor must hold the State harmless from any claims by the subcontractor or third parties which may arise under this Grant Agreement.

VI. Availability of Funds

- A The parties agree that continuation of funding under this Grant Agreement is expressly dependent upon availability to the Trust of funds appropriated by the State Legislature. The Trust cannot be held liable for any breach of this agreement because of the absence of these funds.
- B The parties understand that this grant is fully or partly funded as designated in Attachment A, Section X of this Grant Agreement

VII. Method of Payment

- A Payment under this agreement will be made subsequent to submission by the Grantee of complete financial and performance reports, and all invoices, bills and other documents necessary to justify the payment. To receive payment, Grantee must certify and execute a request for reimbursement form and a State of New Jersey payment voucher.
- B. Progress payments are to be made on a periodic basis as prescribed in Attachment A, Section IV B. of this agreement. Such payments shall be processed only upon receipt of the required financial and narrative reports described in Section IX of the Contract, Financial and Performance Reporting. Payments are to be made in the form of reimbursement of documented expenditures as indicated in Attachment A.
- C If Attachment A so provides, a sum of this grant will be withheld from grant payments pending receipt of the required final reports described in Section XIII of the contract, Grant Closeout Procedures.
- D The Trust may withhold payment of any costs disallowed by the Trust as improperly incurred under the terms, conditions and/or Scope of Work of this agreement.

VIII. Financial Management System

- A The Grantee's Chief Financial Officer, as designated in Section I of this contract, is responsible for maintaining an adequate financial management system. The Chief Financial Officer must notify the Trust when the Grantee cannot comply with the requirements established in this section
- B. Grantee financial management system must provide for:
 - 1 Accurate, current, and complete disclosure of the financial results of each program or contract.
 - 2. Records that adequately identify the source and application of funds for Trust supported activities. These records must contain information pertaining to the disposition of all Trust assistance received for the project, as well as any other grants, contributions, gifts or donations for the project.
 - 3 Effective internal and accounting controls over all funds, property, and other assets. The Grantee must safeguard all assets and assure that they are used solely for authorized purposes
 - 4 Submission of periodic financial reports detailing authorized expenditures to date and supported by appropriate documentation.
 - 5. Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 and A-110, 40 CFR 31 (common rule), whichever would be applicable under federal law

(6)

- C. If required by Attachment A, the Trust may require the submission of a statement of adequacy of the Accounting System
- D. The Trust may review the adequacy of the financial management system of any applicant for financial assistance as part of its pre-award review or at any time subsequent to any award to the applicant. If the Trust determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the contract may be required by the Trust upon written notice to the Grantee and until the system meets with Trust approval.

IX. Financial and Performance Reporting

- A. The agreement budget is the approved financial plan to carry out the purpose of the contract, as contained in Attachment B. The budget is to be itemized to disclose specifically the tasks and/or program activities to be funded.
- B. The Grantee must submit Performance Reports, including a completed copy of Attachment C Performance Report Form, comparing actual expenditures with the approved budget. These reports must be submitted on a periodic basis as prescribed in Attachment A of this contract and must be certified by the Grantee's Chief Financial Officer.
- C. The Grantee must submit performance reports, as specified in Attachment C, on an interim basis as prescribed by the Trust in Attachment A, section V of this contract. Performance Reports are to present information for each program function or activity involved.
- D. The Grantee must submit a Final Report on the overall performance of the project, as prescribed in Attachment A, section V.
- E. Extensions of reporting due dates may be granted upon written request to the Trust.
- F. If reports are not submitted as required, the Trust may, at its discretion, suspend payments under this or any other Grant Agreement entered into between the Trust and the Grantee.
- G. If the Grantee has a history of unsatisfactory performance and/or the Grantee does not submit satisfactory reports, the Trust may require additional and more detailed reports from the Grantee.

X. Monitoring of Program Performance

- A. The Grantee must monitor continuously the performance under this agreement to assure that time schedules are being met, projected work by time periods is being accomplished, and other performance goals are being achieved as applicable and as defined in Scope of Work, Attachment D-1.
- B. The Grantee must inform the Trust of the following types of conditions which affect program objectives and performance as soon as they become known.
 - 1. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established time periods. Each disclosure is to be accompanied by a statement of the action taken, or contemplated, and any Trust assistance needed to resolve the situation.
 - 2. Favorable developments or events which enable time schedules and goals to be met sooner than anticipated.
- C. The Trust may, at its discretion, make site visits to

1. Review project accomplishments and management control systems.
 2. Audit the grant during implementation of the agreement
 3. Provide such technical assistance as may be required.
 4. Gather or request grantee to supply information or documentation on the project for public information purposes
- D. The Grantee will give the Trust advance notice of any job site meeting or other meeting relevant to the defined Scope of Work. Trust staff may attend any such meeting. The Grantee is to be given advance notice if the Trust chooses to attend any such meeting
1. The Grantee must provide schedules of future meetings in all Reports, if different from schedule specified in the Grant Agreement.
 2. Meetings with the project team and Grantee may also be scheduled by the Trust as necessary
- E. Job site meeting minutes are to be prepared by the architect or other consultant and submitted for review by the Trust within ten working days of a meeting.
1. The Grantee must provide copies of minutes to Trust and all parties present at the meeting. At a minimum, the minutes must contain: a list of persons attending the meeting, clear, concise notes summarizing agenda topic discussions, decisions and actions, task responsibilities resulting from the meeting, and the date of the next meeting.
 2. If attended by Trust staff, oral notification (followed by a memorandum of record) of any discrepancies in the minutes will be provided, or the minutes will stand as submitted
- F. If the Grantee is not performing satisfactorily, the Trust may require remedial measures deemed necessary to fulfill the program requirements of the agreement, including requiring the Grantee to obtain additional Trust approvals before proceeding, and/or requiring the Grantee to obtain outside technical or managerial assistance.

XI. Audit Requirements (CAPITAL Grants over \$100,000)

- A. Under the A-133, revised federal Single Audit Act of 1984, P.L. 98502, and federal OMB Circulars A128, A110 and A102, 40 CFR 31 (common rule), whichever is applicable under federal law, any grant to a local government funded by the federal government is subject to the "single audit" provisions of the Act. Pursuant to State Treasury Circular's 15-08 OMB. Any recipients expending a total of \$750,000 or more in federal and/or State financial assistance in a recipient's fiscal year must have an annual organization-wide audit performed in accordance with the revised Single Audit Act, OMB Circular No. A-133, and State policy. Recipients who expend less than \$750,000 but \$100,000 or more in State and/or Federal assistance in the recipient's fiscal year must have either a financial audit performed in accordance with the Government Accounting Office (GAO) Yellow Book Audit or a program specific audit performed in accordance with the revised Single Audit Act and OMB Circular No. A-133 Revised, Section 235. and the Federal OMB Circular Letter 2 C F.R Part 200, "Audit Requirements", and State of New Jersey OMB Circular Letter 15-08.
- B. As indicated in Attachment A, Section I, the Grantee must comply with the "single audit-" requirements of the federal Act and OMB Circulars under the following conditions.
1. This agreement is supported by federal or State grant funds, and
 2. The Grantee is a local government as defined by the Act and conducts an annual "single audit" under the Act; and

3. Under criteria established in the Act, this Grant Agreement is governed by the "single-audit" provisions of the Act.
- C As indicated in Attachment A, Section I, if this agreement is not subject to the "single-audit" requirement, the agreement is subject to other State audit requirements. Any agreement which is a continuation of work under an agreement previously performed and audited may be audited at the discretion of the Trust within three years of the grant's expiration. Any such audit must be made in accordance with generally accepted auditing standards including federal General Accounting Office Standards for Audit of Government Organizations, Programs and Functions.
- D Any "single-audit" required will be on an organization-wide basis.
- E. Any "single-audit" required is to include:
- 1 Compliance testing for all major State grant and major State Aid programs, consistent with the definition of "major" programs in the Act;
 - 2 Compliance testing of at least 50 percent of the Grantee's total expenditures under State grants and State Aid Programs;
 - 3 Auditor's comments as to the Grantee's compliance with the material terms and conditions of State Grant Agreements, State Aid Programs and applicable statutes and regulations; and
 - 4 A schedule showing the State grants and State Aid received by the Grantee, including for each grant or aid.
 - (a) State Grantor Department
 - (b) Program Title
 - (c) State Account Number
 - (d) Program Amount
 - (e) Total Disbursements
- F. Where a "single-audit" or other audit under this agreement indicates any noncompliance by the Grantee with the material terms and conditions of this Grant Agreement, the Grantee must take immediate corrective action as required under this agreement by Section XII (Project Revision and Modification), Section XIV (Termination and Suspension), or as otherwise required by the Trust. As a result of an audit, recommendations must be made as to whether any costs incurred by the Grantee are to be disallowed as beyond the scope or the purpose of this agreement, excessive or otherwise impermissible. The Trust retains the right to recover any disallowed expenditures and the Grantee must return to the Trust any disallowed expenditures no later than 30 days from the date of any request by the Trust.
- G. In any case, whether or not this agreement is subject to a "single-audit", this agreement is, at the discretion of the Trust, subject to audits by the Trust to monitor performance during implementation of the agreement and subject to a follow-up compliance audit which may build upon the "single-audit" or other audit which may be required under this agreement.
- H To substantiate project funding drawdowns, financial records including all documents to support entries on records must be kept and made available for an audit. Projects will be audited for the following:
- 1 To determine whether the management controls exercised by the Grantee through its management, procurement, and property control system are adequate to provide assurance that costs claimed are reasonable, allowable, and allocable to the sponsored project under the grant terms and conditions, State procurement regulations and Garden State Historic Preservation Trust Fund Rules and Regulations.

2. To review operations and report any non-compliance with applicable grant conditions, State procurement regulations, or Garden State Historic Preservation Trust Fund Rules and Regulations, to provide recommendations based upon the review to bring the matter into compliance.
 3. To determine whether the costs claimed under the Garden State Historic Preservation Trust Fund Rules and Regulations are allowable and allocable to the sponsored project.
- I. Any adjustment to the final payment for the project will be based upon the findings of the project audit.
 - J. Copies of all audit reports involving this agreement must be sent to the New Jersey Department of Community Affairs, Division of Administration and the Trust

XII. Project Revision and Modification

- A. The Grantee must make written application to the Trust for approval of all proposed major changes to the funded work's scope, schedule or budget
 1. Major changes are defined as.
 - a. Any change which alters the scope of the funded project as described in Attachment D-1, Section II, constitutes a major change.
 - b. Any change which delays the work period schedule specified in the Grant Agreement, Attachment D-1, Section III, by more than ninety days constitutes a major change
 2. The Grantee must submit a completed Application for Major Change at least twenty working days prior to the proposed change. The Trust will review and comment on the application within 20 working days. The Trust will issue all approvals for major changes in writing to the Grantee. Unapproved changes could result in the cancellation of the entire Trust grant allocation for the project
- B. The Trust may request changes in the Scope of Work to be performed by the Grantee. Such changes, including any increase or decrease in the amount of the project budget, which are mutually agreed upon between the Trust and the Grantee, must be incorporated in formal written amendments to this agreement
- C. The Trust may reduce the grant budget and the Scope of Work of this agreement if:
 1. The Trust notifies the Grantee that the Grantee is making program expenditures and/or progress at a rate which, in the judgment of the Trust, will result in substantial failure to expend the grant amount or fulfill the purposes of the grant; and
 2. After consultation, the Grantee is unable to develop to the satisfaction of the Trust a plan to rectify its low level of program expenditures or progress, and
 3. The Trust, upon thirty days notice to the Grantee, reduces the grant amount so that the revised grant amount fairly projects program expenditures and progress over the agreement period. This reduction must take into account the Grantee's fixed costs.

XIII. Grant Closeout Procedures

The closeout of a grant is the process by which the Trust determines that all applicable administrative actions and all work required under the Grant Agreement has been completed by the Grantee. This process includes the following.

1. The Grantee will submit a final report as provided in Attachment A, Section V. The Trust may permit extensions when requested in writing by the Grantee.
2. Five percent of the total amount of the grant shall be retained by the Trust until the final report on the project has been accepted.
3. The Trust retains the right to request any additional information necessary to close out the Grant Agreement.
4. The Trust may require that an audit of the project be undertaken by an independent certified accountant.

XIV. Termination, Suspension and Expiration

A. The following definitions apply for the purposes of this Section

1. **Termination** - The termination of this Grant Agreement means the cancellation of assistance under an agreement at any time prior to the Work Period Expiration date. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the Trust to stop for good cause.

If the Grantee has not begun work by the second anniversary of the effective date of the appropriation for the grant funds, the Trust may terminate this Grant Agreement. The date of the second anniversary and commencement requirements are as defined in Attachment D-1, item IV of this agreement.

If the grantee fails to submit financial and narrative reports for two successive reporting periods as required in Section IX (Financial and Performance Reporting) and stipulated in Attachment D-1, item IV, the Trust may terminate the grant.

2. **Suspension** - The suspension of this Grant Agreement means a temporary cessation of Trust support or assistance pending corrective action by Grantee or pending a decision to terminate the agreement by the Trust. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the Trust to stop for good cause.
3. **Work Period Expiration** - The expiration of the work period of this agreement is the automatic deadline when all work must be complete in order to be eligible for Trust support or assistance absent a formal written amendment to this agreement executed by both parties. All allowable project costs must be expended by the Work Period Expiration Date. The Trust will not reimburse any project-related costs expended beyond the Work Period Expiration Date. Only work items identified in Attachment D-1 and contracted for prior to the date the work period ends will be eligible for reimbursement.
4. **Agreement Expiration** - The expiration of the agreement is an automatic deadline absent a formal written amendment to this agreement executed by both parties. The expiration date of this agreement shall be the *first* anniversary of the Work Period Expiration Date, as specified in Section I (General Terms and Conditions). All requests for reimbursable work must be submitted to and approved by the Trust, and the project must be closed-out, by the Agreement Period Expiration Date. The Trust will not reimburse any project-related costs reported beyond the Agreement Period Expiration Date.

B. When the Grantee fails to comply with the stipulations or conditions contained in this agreement, the Trust may upon notice to the Grantee, suspend the Grant Agreement and withhold further payments, prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee, or decide to terminate the grant in accordance with paragraph C.

of this section. The Trust may allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that they meet the provisions of federal OMB Circulars A-102 and A-110, 40 CFR 31 (common rule), whichever would be applicable under federal law.

- C. When the Grantee fails to comply with stipulations or conditions contained in this agreement, the Trust may terminate the grant. The Trust must promptly notify the Grantee, in writing, of the determination with reasons for the termination. Termination becomes effective 30 days after the grantee is notified of termination except when the grantee comes into compliance with all stipulations and conditions of this agreement by the end of the 30th day. If termination is effected by the Trust, an equitable adjustment in the price and payments provided for by this agreement will be made, to reflect payments made to the Grantee prior to the termination, costs reasonably incurred by the Grantee for commitments made prior to the termination which were not made in anticipation of termination and cannot be cancelled, and any costs to the Trust resulting from default by the Grantee. The Grantee shall submit any claims along with supporting documents for reimbursement for work contracted under the Grant Agreement within 120 days after the effective date of termination.
- D. The Trust and the Grantee may terminate the Grant Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions including the effective date and in case of partial terminations, the portion to be terminated. The Grantee must not incur new obligations for the terminated portions after the effective date, and must cancel as many outstanding obligations as possible.
- E. The Grant Closeout Procedures in Section XIII of this agreement apply in all cases of termination of the grant.
- F. If this Grant Agreement is terminated, the Trust may make the grantee ineligible for future assistance.

XV. Access to Records

- A. The Grantee agrees to make available to the Trust, or any federal agency whose funds are expended in the course of this agreement, or any of their duly authorized representatives, pertinent accounting records, books, documents, papers as may be necessary to monitor and audit Grantee operations.
- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Trust's responsibilities, as a general rule provide for prior notice when reasonable and practical; however, the Trust retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Trust reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Trust access to such records in any contract with the subcontractor.
- D. The Trust reserves the right to have access to all work papers produced in connection with audits made by the Grantee or by independent Certified Public Accountants or licensed public accountants hired by the Grantee to perform such audits.

XVI. Record Retention

- A. Financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to the agreement must be retained for a period of three years from the expiration of the grant with the following qualification if any litigation, claim, or audit is started before the expiration of the 3-year period, the records are to be retained until all litigation, claims, or audit findings involving the records have been resolved, or three years from grant expiration, whichever is later
- B. The retention period starts from the date of submission of the final expenditure and performance report
- C. The Trust may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continually needed for joint use

XVII. Authorizations and Approvals

- A. Unless specifically stated otherwise, wherever this agreement requires the written approval or authorization of the Trust, that approval or authorization must be given in writing by the New Jersey Historic Trust Chairman, Executive Director or their designee
- B. For grantees who are government agencies, the Grantee must submit with this agreement
 - 1. a copy of an ordinance or resolution (Attachment E) duly enacted by the governing body of that municipality or county and authorizing this grant;
 - 2. a statement of adequacy of accounting system (Attachment E, Section A) signed by the governing body's chief financial officer;
 - 3. certificates of insurance coverage listed in Attachment A, Section VI

The Trust cannot make any payments until such documentation is received

- C. For non-government grantees who are corporations, the Grantee must submit with this agreement;
 - 1. a copy of the corporate resolution authorizing this agreement,
 - 2. a statement of adequacy of accounting system (Attachment E, Section B) signed by the organization's accountant,
 - 3. certificates of insurance coverage listed in Attachment A, Section VI.
 - 4. an executed and recorded easement agreement or executed and recorded amendment to an existing easement agreement.

The Trust cannot make any payments until such documentation is received

- D. In addition, all Grantees who are grantors in existing easement agreements with the Trust must be up to date in insurance and reporting requirements under the terms of the easement agreements. The Trust cannot make any payments until such obligations are met.
- E. If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment, obtain a Certificate of Authority to do business in New Jersey from the Secretary of State and file a copy of that certificate with the Trust's Contract Officer for this Grant Agreement
- F. If the Grantee is neither a government agency nor a corporation, and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee, by executing this grant, irrevocably appoints the Attorney General of the State of New Jersey, to receive process in any civil action which may arise out of this grant. Within ten days of receipt of any such process, the Secretary shall transmit it by certified mail to the Grantee.

- G If the grantee is a governmental agency, or a non-profit corporation where the subject property is owned by a governmental agency, the Trust shall not require an easement, as otherwise provided in P.L. 1999, Chapter 152, Section 41 b(4), but the Trust shall be entitled to reimbursement for all grant monies provided to the grantee for the subject property, in the event that work funded by the Trust, in accordance with this agreement, is destroyed, removed, or altered in such a manner as to violate the Secretary of the Interior's Standards for the Treatment of Historic Properties. Full reimbursement shall be required for a period of 30 years beginning from the date this grant agreement expires.

XVIII. Interest on Disallowed Costs

Where the Grantee has been reimbursed by the Trust for costs which are subsequently disallowed by the Trust, the Grantee must return the funds to the Trust no later than 30 days from request. Where the Grantee fails to return the funds and/or appeals the disallowed costs, an interest charge as indicated in Attachment A shall be charged on the funds beginning 30 days from the date the Grantee was notified of the debt. If the Grantee is successful on final appeal, the accrued interest will be canceled.

XIX. Governing Law

All questions and claims between the Grantee and the Trust arising out of this Grant Agreement must be submitted to the Trust and resolved by the Trust according to the laws of the State of New Jersey governing this Grant Agreement.

XX. Nondiscrimination and Affirmative Action

During the performance of this contract, the Grantee agrees as follows

- A The Grantee, and its contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Grantee will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. 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 Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause,
- B The Grantee and its contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regards to age, race, creed, color, national origin, ancestry, marital status or sex;
- C. The Grantee and its contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it 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 Grantee's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D The Grantee and its contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time

E. The Grantee and its contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

F. IN ADDITION, AS TO THE PROCUREMENT OF GOODS, SERVICES AND PROFESSIONAL SERVICES:

- 1 The Grantee and its contractor or subcontractor agree to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17-27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17-27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time.
2. The Grantee and its contractor or subcontractor agree to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, they do not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that each of them will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- 3 The Grantee and its contractor or subcontractor agree to revise any of their testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions
4. The Grantee and its contractor or subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions

G. IN ADDITION, AS TO ITS CONSTRUCTION CONTRACTS THE GRANTEE AGREES:

1. When scheduling workers in each construction trade, the Grantee and its contractor or subcontractor agree to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a Grantee and its Contractor or Subcontractor from compliance with the good faith procedures prescribed by 1, 2 and 3 below, as long as the Affirmative Action Office is satisfied that the Grantee and contractor are scheduling workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The Grantee and its contractor or subcontractor agree that a good faith effort shall include compliance with the following procedures
 - (a) If the Grantor or its contractor or subcontractor, as applicable, has a referral agreement or arrangement with a union for construction trade, the Grantee or its contractor or subcontractor, as applicable, shall, within three days of the contract award, seek assurances from the union that it will cooperate with the Grantee and its contractor or subcontractor as it fulfills its affirmative action obligations under this Grant and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the Grantee and its contractor or

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subcontractor are unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the Grantee and its contractor or subcontractor agree to attempt to hire minority and female workers directly, consistent with the applicable employment goal. If the Grantee's or its contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the Grantee and its contractor or subcontractor agree to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under 2 below; and the Grantee and its contractor or subcontractor further agree to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

- 2 If the scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of G 1 above, or if the Grantee or its contractor do not have a referral agreement or arrangement with a union for a construction trade, the Grantee and its contractor or subcontractor agree to take the following actions consistent with the applicable county employment goals.
 - (a) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
 - (b) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
 - (c) Prior to commencement of work, to request the local construction trade union, if the Grantee or its contractor or subcontractor have a referral agreement with a union for the construction trade, to refer minority and female workers to fill job openings,
 - (d) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the Grantee or its contractor or subcontractor have a referral agreement or arrangement with a union for construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - (e) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P L. 1975, c. 127;
 - (f) To adhere to the following procedure when minority and females workers apply or are referred to the Grantee, its contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the Grantee or its contractor or subcontractor shall determine the qualifications of such individuals and if the Grantee's or its contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards, provided however, that a Grantee or its contractor or subcontractor shall determine that the individual at least possesses the skills and experience classification determination which may have been made by a union, apprentice program or a referral agency, provided the referral agency is

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acceptable to the Affirmative Action Office and provided further, that, if necessary, the Grantee and its contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of 3 below.

- (ii) If the Grantee's or its contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the Grantee's or its contractor's or subcontractor's, workforce is no longer consistent with the applicable employment goal.
 - (iii) If, for any reason, the Grantee or its contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Grantee, its contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Affirmative Action Office.
- (g) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and submitted promptly to that office upon request
- 3 The Grantee and its contractor or subcontractor agree that nothing contained in 2 above shall preclude the Grantee, its contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Grantee and its contractor or subcontractor shall consider for employment persons referred pursuant to 2 above without regard to such agreement or arrangement, provided further, however, that the Grantee and its contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Grantee and its contractor or subcontractor agree that, in implementing the procedures of 2 above, it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union
- 4 The Grantee agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form at time of award of this Grant and submit a copy of the Monthly Project Manning Report once a month thereafter for the duration of this Grant to the Affirmative Action Office and to the Public Agency Compliance Officer. The Grantee agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects

XXI. Notice of Set-Off For State Tax

Be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation

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shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54.49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c.52.32-32 et seq.) to the taxpayer shall be stayed.

XXII. Miscellaneous Provisions

- A. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement and that it will faithfully perform the work and abide by the terms, conditions, schedules, and other requirements of this agreement
- B. Disclaimer of Agency Relationship. The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication the relationship of agency between the State and the Grantee or its subcontractors.
- C. Waiver of Breach. The Waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision
- D. Severability. In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any other term or provision shall in any way be affected by such holding

Project Name. Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT A

**A GRANT AGREEMENT BETWEEN
STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST
AND**

Inlet Public/Private Association, Inc.
(Grantee)

2024.2010
(Grant Number)

ADDITIONAL GRANT PROVISIONS

Attachment A provides additional grant provisions and conditions between the State of New Jersey, New Jersey Historic Trust and Inlet Public/Private Association, Inc. as detailed below.

- I. Audit Requirements - Grants over \$100,000**
Grantee must comply with Section XI in the General Terms and Conditions of this Grant Agreement, which describes State of New Jersey audit requirements and have the appropriate audit (A. or B) performed
- A All State agencies which disburse federal grants, State grants or State Aid funds to recipients which expend \$750,000 or more in State or federal financial assistance within their fiscal year, must require that these recipients have annual organization-wide audits performed in accordance with the revised Single Audit Act, OMB Circular No A-133 Revised and State Policy OMB 15-08.
- B All State agencies which disburse federal grants, State grants or State Aid funds to recipients which expend less than \$750,000 but \$100,000 or more in State and/or federal financial assistance within their fiscal year, must require that these recipients have either a financial audit performed in accordance with the Government Auditing Standards (Yellow Book) or a program specific audit performed in accordance with the revised Single Audit Act, and OMB circular No A-133 Revised, Section 235. and the Federal OMB Circular Letter 2 C F.R Part 200, "Audit Requirements", and State of New Jersey OMB Circular Letter 15-08
- C The Trust's records show the Grantee's fiscal year as ending on December 31 The Grantee must notify the Trust immediately if this date is incorrect or is changed.
- D Required audit reports must be submitted to the New Jersey Historic Trust.
- II. Certification of Adequacy of Accounting System** (See Section VIII in the General Terms and Conditions of this Grant Agreement)
- A A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in General Terms and Conditions Section VIII, Financial Management System (and Attachment G) of this grant.
- ☒ Must be completed (Attachment G) by the Chief Financial Officer
☐ Is not required
- B Financial Reports are to be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on.
- ☐ A Cash Basis
☒ An Accrual Basis
☐ Modified Accrual Basis
☐ Other (Specify) _____

(A.1)

Project Name Absecon Lighthouse
Project Number: 2024 2010

ATTACHMENT A

III. Project Revision and Modification (See Section XII in the General Terms and Conditions of this Grant Agreement)

All requests for approval of project revisions and modifications must be submitted, in writing, to Executive Director, hereby designated by the Trust as Grant Officer

IV. Method of Payment (See Section VII in the General Terms and Conditions of this Grant Agreement)

A. Advanced Payment (if justified and itemized in Attachment B-1)

- ☐ Authorized for \$ _____
☒ Not applicable

B Progress Payments

- ☐ Must be made on a _____ basis for \$ _____ per Mo./Qtr /Deliverable payment
☒ Must be based on actual expenditures submitted on a quarterly basis accompanied by receipts
☒ Must be made on submission of deliverables in accordance with the program specifications
☐ Not applicable

C. Final Payment of 5% retainage

- ☒ Must be withheld pending receipt of final report
☐ Not applicable
☒ Other (Explain) deducted from each payment

NOTE: No payment can be made unless Expenditure and Performance Reports are submitted with appropriate justification, receipts, etc

V. Financial and Performance Reporting (See Section IX in the General Terms and Conditions of this Grant Agreement)

- A. If reimbursement is required, Expenditure Reports are to be submitted on a quarterly basis. These reports, certified by the Chief Financial Officer, are to be submitted no later than **15** days immediately following the end of the reporting period.
- B Performance Reports shall be submitted on a quarterly basis, no later than **15** days after the end of each reporting period as specified in Attachment D 1
- C. Final Performance and Expenditure Reports are to be submitted by the Grantee no later than **30** days after the completion of all work under this Grant Agreement, the Agreement Expiration Date of this Grant Agreement or the termination of this Grant Agreement, whichever is sooner

NOTE: Final payment will be withheld until all reports acceptable to the Trust are received.

(A 2)

Project Name: Absecon Lighthouse
Project Number: 2024 2010

ATTACHMENT A

VI. Insurance (See Section III in the General Terms and Conditions of this Grant Agreement)

A The Grantee maintains the required coverage as follows:

1 Comprehensive General Liability

☒ Insurance
☐ Self-insurance
☐ Not Applicable

2. Automobile Liability

☐ Insurance
☐ Self-insurance
☒ Not Applicable

3. Workers Compensation

☒ Insurance
☐ Self-insurance
☐ Not Applicable

4 Employers Liability

☒ Insurance
☐ Self-insurance
☐ Not Applicable

B. Certificates of insurance and/or documentation of self-insurance are.

☒ On file with the Trust
☐ Forthcoming within 30 days of execution of this Grant Agreement
☐ Other (Explain) _____

NOTE: No payment can be made until the Trust has received acceptable documentation of the required coverage.

VII. Interest (See Section XVIII in the General Terms and Conditions of this Grant Agreement)

A. Interest above \$100 per year on advance payment of State funds

☐ May be retained by the Grantee for documented purposes under this grant agreement
☐ Shall be remitted to the Trust on a quarterly basis
☐ Not applicable
☒ Other (Explain) not applicable

B Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the Trust at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

(A.3)

Project Name. Absecon Lighthouse
Project Number: 2024 2010

ATTACHMENT A

VIII. Authorizations and Approvals (See Section XVII in the General Terms and Conditions of this Grant Agreement)

A The Grantee is:

- ☒ A New Jersey corporation or government agency
☐ An out-of-state corporation
☐ Other (Specify) _____

B A Grantee's Stockholder Disclosure Statement.

- ☐ Is attached
☒ Not applicable

C. A Grantee's Certificate of Authority to do business in New Jersey.

- ☐ On file with the Trust
☐ To be submitted
☒ Not applicable

NOTE: No payment can be made until the Trust has received all required documents

IX. Matching and Cost Sharing Requirements

- ☒ The Grantee shall provide the matching or cost sharing amounts indicated below and in Section I, "General Terms and Conditions" \$2,767,563.00
☐ Not applicable

X. Availability of Funds (See Section VI in the General Terms and Conditions of this Grant Agreement)

Based upon funds available to the Trust for this project, the Trust's portion of this Grant Agreement is.

- ☐ Fully funded
☒ Partially funded in the amount of \$750,000.00
☐ Not applicable

XI. Easement and Insurance Requirements

- ☒ Not applicable
☐ An easement agreement must be executed and recorded before reimbursement
☐ An amendment to an existing easement agreement must be executed and recorded before reimbursement
☐ Up to date annual report is on file
☐ Up to date insurance certificates are on file

NOTE: No payment can be made to Grantees with easement requirements until the Trust has received all required documents.

(A.4)

Project Name. Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT B

A GRANT AGREEMENT BETWEEN
STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST
AND

Inlet Public/Private Association, Inc.
(Grantee)

2024.2010
(Grant Number)

APPROVED PROJECT BUDGET

The following items are within the approved Scope of Work for this grant and are eligible for reimbursement
The Trust must be advised of and approve variations for categories budgeted.

BUDGET SUMMARY

<u>Account Description</u>	<u>Total Budget</u>	<u>Federal</u>	<u>NJHT</u>	<u>Grantee</u>	<u>Other</u>
Non-Construction	\$250,000.00	\$ 00	\$125,000.00	\$125,000 00	\$ 00
Construction	\$3,267,563 00	\$ 00	\$625,000.00	\$2,642,563.00	\$ 00
TOTAL	\$3,517,563 00	\$ 00	\$750,000.00	\$2,767,563.00	\$ 00

The sums identified in the Total Budget must be justified in Attachment D-1, Scope of Work, Section III-B, Schedule of Values.

(B 1)

Project Name. Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT C-1

**Garden State Historic Preservation Trust Fund and Preserve New Jersey Historic
Preservation Fund
CAPITAL PRESERVATION GRANT
PERFORMANCE REPORT & REIMBURSEMENT FORM**

Project Number **2024.2010** Project Name **Absecon Lighthouse**

Organization **Inlet Public/Private Association, Inc.**

Project Contact: _____ Phone: _____

Email _____

Report Due Date: _____ Reporting Period: from. _____ to _____

Check List

Provide performance report items listed below. If reimbursement payment on grant is requested, also provide the reimbursement checklist items below. If there is no reimbursement request, the report can be e-mailed or sent hard copy. If there is a reimbursement, the report must be sent hard copy with original signatures and copies of the items below

Performance Report:

- ___ Attachment C-1, pgs C-1.1 – C-1.3
- ___ Current Status and Phase update (item 1)
- ___ Project Team List (item 2)
- ___ Narrative Description (item 3)
- ___ Current schedule (item 4)
- ___ Photographs (item 5)
- ___ Other Materials (item 6. specify)
 - ___ drawings
 - ___ project meeting minutes
 - ___ list/schedule of change orders (if applicable)
 - ___ Other: _____
- ___ Signature Certification, page C-1 3 (Item 7)

Reimbursement:

- ___ Completed performance Report (as above)
- ___ Attachment C-1, pgs C-1 4 – C-1 5
- ___ Copies of Invoices attached to corresponding cancelled checks
- ___ State of New Jersey Payment Voucher (with original signature of CFO or Treasurer)
- ___ Other attachments (specify) _____

Reporting Schedule: Performance Reports are due quarterly

Reporting Periods	Quarterly Due Date
Jan. 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – Sept. 30	Oct. 15
Oct. 1 – Dec. 31	Jan 15

(C-1.1)

Project Name. Absecon Lighthouse
Project Number: 2024 2010

ATTACHMENT C-1

1. CURRENT STATUS AND PHASE

Identify the current phase of work and circle the current status of the project

Phase of Work (if applicable): _____

Status (Please Circle).

pre-design	schematic design	design development	contract documents
bidding	code review	construction	project close-out
completed			

2. PROJECT TEAM LIST

First Performance Report: On a separate sheet, please list the Business Name, Mailing Address, Phone Number, Email Address, and Personnel, along with their title or role, for each consultant, contractor and sub-contractor involved in the project.

Subsequent Performance Report: Did your project team remain the same since the last report?
___ yes ___ no

If no, please explain any changes and list the above information for each.

3. NARRATIVE DESCRIPTION

On a separate sheet, please describe all work (a) currently in progress and (b) completed in this reporting period. Reference the Scope of Work, Attachment D-1. Please be thorough but concise.

All changes in the Scope of Work must receive prior approval from the New Jersey Historic Trust. Major changes will need an Application for Major Change completed by the grantee and signed off on by the Trust. Refer to Section XII, Project Revision and Modification, in the General Terms and Conditions of the Grant Agreement for definition of major change and completed Attachment D-2 3/Application for Major Change. Explain the deviations.

4. CURRENT PROJECT AND CONSTRUCTION SCHEDULE

On a separate sheet please provide an up-to-date project schedule. Include estimated installation and completion dates for major work items being funded, dates when samples and mock-ups of funded items are to be reviewed for approval, time and location of upcoming job site meetings, and estimated project completion date. Establish and confirm this information from your professional consultant and/or contractor. Maintain a format consistent with the complete project specified in Attachment D-1

All delays to the scope of work and work schedule specified in Attachment D-1 to the Grant Agreement must receive prior approval from the New Jersey Historic Trust. Major changes (changes of more than 90 days) will need an Application for Major Change completed by the grantee and signed off on by the Trust. Refer to Section XII, Project Revision and Modification, in the Grant Agreement for definition of major change and Attachment D-2 3 for the Application for Major Change form. Explain all schedule deviations.

(C-1 2)

Project Name Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT C-1

5. PHOTOGRAPHS

Attach photographs (3 by 5" prints or larger) of funded work in progress. Please label all photographs with the project name, number, the date, and a brief description of the work depicted. For all non-final reimbursement requests you may submit either hardcopy or digital photographs. Digital photos can be submitted either on a USB or via email to your program officer.

6. OTHER MATERIALS

Please attach any other significant activity of your organization such as drawings, project meeting minutes, research, project management, work schedules, marketing, or programming that is relevant to the funded work. Also, note any innovative or unusual techniques or materials used in the project work.

7. CERTIFICATION

I certify this report to be true and correct. Submitted this _____ day of _____, 20__.

Signature of person completing report

Name (printed)

(C-1 3)

Project Name. Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT C-1

Garden State Historic Preservation Trust Fund and Preserve New Jersey Historic
Preservation Fund

CAPITAL PRESERVATION GRANT
REQUEST FOR REIMBURSEMENT

Project Number 2024.2010 Project Name. Absecon Lighthouse
Organization Inlet Public/Private Association, Inc.
Reporting Period. from _____ to. _____

Current Project Budget

Total approved budget for each category should correspond with the categories on Attachment B of the Grant Agreement.

Categories of Work	Total Approved Budget	Costs in this Period	Cumulative Amount of Previous Costs	Balance Of Project Remaining
A. Non-Construction				
B. Construction				
E. Total	\$	\$	\$	\$

Please explain any changes or deviations to Budget here:

Project Name Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT C-1

Garden State Historic Preservation Trust Fund and Preserve New Jersey Historic Preservation Fund

**CAPITAL PRESERVATION GRANT
REQUEST FOR REIMBURSEMENT**

Project Number. 2024.2010 Project Name Absecon Lighthouse

Organization: Inlet Public/Private Association, Inc.

Reporting Period: from _____ to _____

Attach photocopies of each invoice and corresponding cancelled checks, stapled together, and in the order that they appear below. Append continuation pages as necessary. (Note: A 5 % retainage must be deducted from reimbursement. Calculate as instructed under line B below.)

Payee	Invoice	Check #	Cost	(NJHT use only) Approved Cost
Total Cost: (Allowable Expenses this period)			\$	\$

A Total Grant Amount \$ 750,000.00

B. Amount Now Requested \$ _____
(Total Cost in period x 0.475)

C Amount Previously Requested \$ _____

D. Balance of Grant Remaining \$ _____
[A-(B+C)]

I certify that the above disbursements for which reimbursement is requested have been made in accordance with the standards and conditions contained in the Grant Agreement with the New Jersey Historic Trust.

Date

Rose Marie Quirk
Name and Title of **Chief Financial Officer**

Signature

(C-1 5)

Project Name: Absecon Lighthouse
Project Number: 2024 2010

ATTACHMENT C-1



***NJ Department of
Community Affairs
Transmittal and
Payment Voucher***

Date: _____

To: New Jersey Historic Trust, PO Box 457, Trenton, NJ 08625-0212

Payee Reference:

Project #: **2024.2010**

Project Name: **Absecon Lighthouse**

Reimbursement # _____

Grantee: **Inlet Public/Private Association, Inc.**

Grant Agreement Begins: **January 30, 2025** Ends: **January 30, 2030**

Payment Reporting Period _____ to _____

Reimbursement Amount \$ _____



Grantee Certification:

I certify that the within Fiscal Monitoring Report Payment Voucher is correct in all its particulars and the described goods or services have been furnished or rendered and that no bonus has been given or received on account of said document

Rose Marie Quirk

Typed Name of CFO/Treasurer

Original Signature
use BLUE or Red ink only

Date

NJHT Certification:

I certify that the articles have been received or services rendered as stated herein.

Carrie Hogan, Fiscal Officer

NJHT Representative

Signature

Date

Division Fiscal Certification:

22-2937095-00
Vendor ID #

GO # 022-8049800- _____ LN 1 \$ _____

(C-1.6)

Project Name: Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT C-2

Garden State Historic Preservation Trust Fund and Preserve New Jersey Historic Preservation Fund

**CAPITAL PRESERVATION GRANT
FINAL REPORT & RETAINAGE FORM**

Project Number **2024.2010** Project Name: **Absecon Lighthouse**

Organization: **Inlet Public/Private Association, Inc.**

Project Contact: _____ Phone: _____

Email: _____

Date: _____

Check List

The following items are to be included in the final report. The report must be sent hard copy to the Trust with original signatures

Final Report:

- ____ Attachment C-2, pgs. C-2.1 – C-2.3 completed and signed
- ____ Current Status and Phase update (item 1)
- ____ Final Project Team List (item 2)
- ____ Narrative Description (item 3)
- ____ Final Photographs (item 4)
 - ____ "Before and after" photographs
 - ____ Photograph of permanent plaque
 - ____ Letter from project architect certifying project is complete
- ____ Other Materials (item 5. specify) _____
- ____ Final employment figures
- ____ As-built drawings
- ____ Signature Certification on page C-2.3

Reimbursement:

- ____ Attachment C-2, pgs. C.4 – C.5 completed and signed
- ____ Copies of invoices attached to corresponding cancelled checks not presented in previous reports
- ____ State of New Jersey Payment Voucher (with original signature of CFO or Treasurer)
- ____ Other attachments (specify):

(C-2 1)

1. CURRENT STATUS AND PHASE

Identify the current phase of work and circle the current status of the project.

Phase of Work (if applicable) _____

Status (Please Circle):

bidding code review construction project close-out
completed

2. FINAL PROJECT TEAM LIST

Please list the Business Name, Mailing Address, Phone Number, Email Address, and Personnel, along with their title or role, for each consultant involved in the project.

3. SUMMARY OF PROJECT

On a separate sheet, please describe the funded project, from beginning to completion. Reference the Scope of Work, Attachment D-1. Please be thorough but concise, particularly noting changes to the project from originally anticipated.

All changes in the Scope of Work must receive prior approval from the New Jersey Historic Trust. Major changes will need an Application for Major Change completed by the grantee and signed off on by the Trust. Refer to Section XII, Project Revision and Modification, in the Grant Agreement for definition of major change and Attachment D-2 3 for the Application for Major Change form. Explain deviations.

4. FINAL PHOTOGRAPHS

Photos of completed project: Attach hardcopy photographs (3 by 5" prints or larger) or color-printed images on photo quality paper. Please label the photographs with the project name, date, and a brief description of the work depicted. Provide images of resource before project began and at completion. Include photographs of craftspeople and contractor staff at work. You must also submit digital copies of the photographs. You can submit the digital photos on either a USB or via email to your program officer.

Photo of permanent plaque: Grantees are required to post a permanent sign or plaque on the building before completion of the project. The sign must be approved in advance by the Trust and include the following information: date of structure, name, and a brief description of historical significance. The plaque must credit the Trust grant and read as follows: "*Funding has been made possible in part by the Preserve New Jersey Historic Preservation Fund, administered by the New Jersey Historic Trust, State of New Jersey.*" See the Grant Manual for more specific information about the permanent plaque.

Project Name: Absecon Lighthouse
Project Number: 2024 2010

ATTACHMENT C-2

5. OTHER MATERIALS

Final Employment Figures: These should be obtained from BOTH the Architect and Contractor, stating the number of professional personnel and the number of trade personnel employed on the project (combined, full and part-time)

Please enter the required information below:

____ No. of Professional Personnel Employed

____ No. of Non-Professional (Trade/Construction) Personnel Employed

As-Built Drawings: Provide a final, revised set of drawings for the funded project, reflecting the project as completed

Other: Please attach any other significant activity of your organization since the last report, such as drawings, project meeting minutes, research, project management, work schedules, marketing, or programming that is relevant to the funded work. Also, note any innovative or unusual techniques or materials used in the project work.

6. CERTIFICATION

We certify this report to be true and correct. Submitted this _____ day of _____, 20__.

Signature of person completing report

Name (printed)

(C-2 3)

Project Name Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT C-2

Garden State Historic Preservation Trust Fund and Preserve New Jersey Historic Preservation Fund
CAPITAL PRESERVATION GRANT
FINAL REPORT & RETAINAGE FORM

Project Number 2024.2010 Project Name Absecon Lighthouse

Organization: Inlet Public/Private Association, Inc.

Final Project Budget

Total approved budget for each category should correspond with the categories on Attachment B of the Grant Agreement.

Categories of Work	Total Approved Budget	Costs this Period	Cumulative Amount of Previous Costs	Balance Of Project Remaining
A Non-Construction				
B. Construction				
E. Total	\$	\$	\$	\$

Please explain any substantial changes or deviations to Budget here:

(C-2.4)

Project Name: Absecon Lighthouse
Project Number: 2024 2010

ATTACHMENT C-2

Garden State Historic Preservation Trust Fund and Preserve New Jersey Historic Preservation Fund
CAPITAL PRESERVATION GRANT
FINAL REPORT & RETAINAGE FORM

Project Number 2024.2010 Project Name: Absecon Lighthouse

Organization: Inlet Public/Private Association, Inc.

Additional Payments since last Report: Attach photocopies of any additional grant-related costs incurred. Provide the invoice and corresponding cancelled checks, stapled together, in the order that they appear below. Append continuation pages as necessary.

Payee	Invoice	Check #	Cost	(NJHT use only) Approved Cost
Total Cost: (Allowable Expenses this period)			\$	\$

A. Total Grant Amount \$ 750,000.00

B. Total cost in this period x 0.475 (if any) \$ _____

C. Retainage (5% of Grant Amount) \$ _____

D. Amount Now Requested (total costs in this period + retainage) \$ _____

E. Amount Previously Requested \$ _____

F. Balance of Grant Remitted [A - (D+E)] \$ _____

I certify that the above disbursements for which reimbursement is requested have been made in accordance with the standards and conditions contained in the Grant Agreement with the New Jersey Historic Trust.

Date

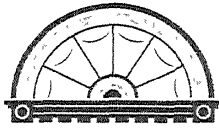
Rose Marie Quirk
Name and Title of Chief Financial Officer

Signature

(C-2 5)

Project Name Absecon Lighthouse
Project Number: 2024 2010

ATTACHMENT C-2



HISTORIC
TRUST

***NJ Department of
Community Affairs
Transmittal and
Payment Voucher***

Date: _____

To: New Jersey Historic Trust, PO Box 457, Trenton, NJ 08625-0212

Payee Reference:

Project #: **2024.2010**

Project Name: **Absecon Lighthouse**

Reimbursement # _____

Grantee: **Inlet Public/Private Association, Inc.**

Grant Agreement Begins: **January 30, 2025** Ends: **January 30, 2030**

Payment Reporting Period _____ to _____ Close-Out / Retainage Report

Reimbursement Amount \$ _____



Grantee Certification:

I certify that the within Fiscal Monitoring Report Payment Voucher is correct in all its particulars and the described goods or services have been furnished or rendered and that no bonus has been given or received on account of said document

Rose Marie Quirk

Typed Name of CFO/Treasurer

Original Signature
use BLUE or RED ink only

Date

NJHT Certification:

I certify that the articles have been received or services rendered as stated herein.

Carrie Hogan, Fiscal Officer

NJHT Representative

Signature

Date

Division Fiscal Certification:

22-2937095-00

Vendor ID #

GO # 022-8049800-

LN 1

\$ _____

(C-2 6)

Project Name. Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT D-1

**A GRANT AGREEMENT BETWEEN
STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST
AND**

Inlet Public/Private Association, Inc.
(Grantee)

2024.2010
(Grant Number)

SCOPE OF WORK

The Scope of Work for this Grant Agreement consists of the Grantee's proposal delineated in this Attachment D-1. The Scope of Work for this grant includes the five items below

I. Overview and Preservation Objectives of the Entire Project. SEE BELOW

II. Project Review Authority. SEE BELOW

III. Past and Proposed Activities Funded by this Grant. SEE BELOW

- A Narrative Description of past and proposed work funded with this grant
- B Schedule of Values for past, current or proposed work to be funded (reference specifications, project manuals and construction documents).

IV. Project Schedule. SEE BELOW

Commencement of Grant Project. A Grant Agreement must be in effect within 18 months of the appropriation date of these funds or the grant will lapse. In addition, work on a capital project must have begun within two years of the appropriation date of these funds or the grant may be terminated.

V. Project Reporting Schedule.

Grantee may choose quarterly or semi-annual reporting. All quarterly Performance Reports are due April 15, July 15, October 15, and January 15. Performance and expenditure reports, and/or requests for reimbursement, must be submitted no later than 15 days (or the first subsequent business day after the 15th day) after the end of each reporting period as follows

Reporting Schedule Performance Reports are due quarterly

<i>Reporting Periods</i>	<i>Quarterly Due Date</i>
Jan. 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – Sept. 30	Oct. 15
Oct. 1 – Dec. 31	Jan 15

(D-1.1)

Project Name: Absecon Lighthouse
Project Number: 2024.2010

ATTACHMENT D-1, SCOPE OF WORK

Name of Grantee: Inlet Public/Private Association, Inc.
Project Name: Absecon Lighthouse
Project Number: 2024.2010
Grant Award Amount: \$750,000

I. OVERVIEW OF PRESERVATION OBJECTIVES OF ENTIRE PROJECT

Construction of the Absecon Lighthouse began under the direction of Major Hartman Bache of the U.S. Army Corps of Engineers. Lieutenant (later General) George Meade replaced Bache and oversaw the completion of the structure. The first lighting occurred on January 15, 1857. The tower rises to a height of 171 feet. It is the tallest lighthouse in New Jersey and the oldest structure in Atlantic City. The United States decommissioned the light in 1933. The Inlet Public/Private Association (IPPA) was formed in 1988 and officially adopted the Absecon Lighthouse as its logo and in 1993 the IPPA began planning for the lighthouse's restoration. In 1996, the IPPA signed a long-term lease from the State of New Jersey to operate the lighthouse as a historic site.

The Trust grant will help fund the interior and exterior restoration.

II. PROJECT REVIEW AUTHORITY

The New Jersey Historic Trust will review the planning documents (and special testing reports) for this project. The Trust will also review the contract documents, plans, specifications, etc. according to *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (2017), as well as oversee construction. If appropriate, such documents (including plans and specifications) will be reviewed for compliance under a Memorandum of Understanding between the NJHT and NJ HPO and for compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

III. ACTIVITIES FUNDED BY THIS GRANT

III.A Description of Work to be Funded with this Grant.

The scope of work of this grant includes:

1. Non-construction costs directly related to the funded work:
 - a. Architectural and engineering services by a qualified architect (to be approved by NJHT prior to project commencement) relevant to the construction work listed below (including schematic design, design development, contract documents, and construction administration).
 - b. The contract documents must set minimum qualifications for all general contractors and subcontractors using language similar to below:

The bidder shall demonstrate successful experience in the restoration of historic buildings using the *Secretary of the Interior's Standards for the Treatment of Historic Properties* on at least two projects of similar size and scope of work as the subject project within the past five years, at least one of which was reviewed and approved by a state Historic Preservation Office, the New Jersey Historic Trust, or the historic review body of a county or municipal authority.

(D-1.2)

Project Name: Absecon Lighthouse
Project Number: 2024.2010

Pre-qualification statements from general contractors must be submitted for NJHT review and approval before bid documents are distributed. Subcontractor qualifications are to be submitted for NJHT review and approval with bids.

- c. Preparation of Project Completion Report which shall include (unless submitted with periodic reports): narrative description with photographs of all completed work; drawings, specifications, reports, and other records documenting the work if not included in earlier submissions; as-built drawings of all phases of work; revised D-1 Scope of Work showing work completed and actual money spent; names of contracted firms with duties identified; final employment figures; any recommendations for future treatment.
 - d. No more than **20% of the total project cost** may be used to fund non-construction activities (up to a limit of **\$703,512.60** in non-construction costs).
2. Construction costs directly related to the funded work (As shown on project manual and construction drawings by a qualified architect to be approved by NJHT prior to project commencement).

Division 1: General Requirements

- a. NJHT Project Sign
- b. General Conditions
- c. Performance & Payment Bond and Insurance
- d. Supervision
- e. Site Set Up
- f. Mobilize
- g. Layout/Survey/Engineering Tower Scaffold
- h. Demobilize
- i. Temporary Protection
- j. Barricades/Safety
- k. Temporary Fencing
- l. Temporary Protection
- m. Field Office/Services
- n. Photos/Video - Preconstruction
- o. Photos - Monthly
- p. Temporary Toilets
- q. First Aid
- r. Field Office/Supplies/Phone/Mailing Etc.
- s. Closeout
- t. Ongoing Maint. Site Cleanup
- u. Final Cleaning Site
- v. Dumpster Rental
- w. Submittals/Mockups
- x. Close Out As-Built, Warranties

Division 2: Existing Conditions

- a. Scaffold Installation
- b. Scaffold Rent
- c. Scaffold Removal

(D-1 3)

Project Name: Absecon Lighthouse
Project Number: 2024.2010

Division 4: Masonry

- a. Exterior Paint/Coating Removal
- b. Exterior Tower Rake out and repoint 100%
- c. Brick Repair/ Replacement Exterior
- d. Brick Repair/ Replacement Interior 20% included and lintels and brick arches above openings
- e. Brick rebuild at vent pipes at Watch tower level
- f. Brick and plaster removal and rebuild at saddle w. shoring for blind face access
- g. New Mechanical ventilation system See Div 22 Below
- h. Recoat exterior with Daymark.
- i. Interior Brick Selective Repointing 20% at Lintels
- j. Interior Vacuuming of Salts and Failed Mortar Maintenance staff
- k. Interior Masonry Openings- Bio cleaning
- l. Remove all interior finishes on brick to allow for lime wash application
- m. Interior Brick Balance of Repointing 80%
- n. Limewash interior of Tower
- o. UVC System to reduce Bio growth w Electric upgrades

Division 5: Metals

- a. Touch Up Paint Stairs and Watch tower Platforms
- b. Strip all paint from stairs and engineer to inspect
- c. Paint stairs with Tnemec paint system
- d. Allowance for Stair repairs including new anchor rods
- e. Reinforcement of stair landings
- f. Allowance for Bracing Cast Iron central column
- g. Allowance for additional support systems
- h. Blast removal of paint at selected corroded plates, prime and paint. w. specialized scaffolding
- i. Watchtower Metal Birdcage prime and paint
- j. Allowance for Watchtower Platform Reinforcement or Replacement
- k. Cast Iron saddle strip prime and paint
- l. Cast Iron Saddle strip prime and paint blind vertical face
- m. Cast Iron saddle bolt replacement
- n. Saddle Metal Birdcage strip, prime and paint
- o. Remove lantern and replace saddle in entirety. Unlikely scenario.
- p. Restore lantern ventilation system pipes and cap
- q. Repair lantern frame, includes strip prime and paint at conditions noted by Silman conditions.
- r. New Glazing System properly sealed
- s. Replace vent pipes at Watch Tower. See also masonry work 04-4.1
- t. Restore prime and paint Watch Tower Vents
- u. Lantern vents- restore
- v. Blast, prime and repaint lintels at openings
- w. Allow for lintel replacement at openings

Division 6: Carpentry (Wood, Plastics and Composites)

- a. Dismantle wood cornice a necessary.
- b. Restore Bead board and other wood paneling at Watch Tower
- c. Restore cedar wood floor at Watch Tower

Division 7: Thermal & Moisture Protection

- a. Glass at Lantern

(D-1 4)

Project Name: Absecon Lighthouse
Project Number: 2024.2010

- b. Replace glass and new glazing gasket seals
- c. Roof- removal all corrosion both top and underside, repair any open seams and prime and repaint to arrest further corrosion.
- d. Restore roof vent metal work.

Division 8: Doors & Windows (Openings)

- a. Restore Existing Wood Windows
- b. Restore all metal work associated with openings
- c. Install Ventilation Louvers

Division 10: Specialties

- a. Install NJHT approved permanent marker upon completion of work.

Division 22: Plumbing

- a. Electrical upgrades for new Ventilation System
- b. Install Electric Ventilation/Fan System
- c. Central Controls and Programming Ventilation/Fan System

III.B Line Item Costs for Work to be Funded with this Grant.

See the following page for the Schedule of Values. (Note: item amounts may be estimates.)

IV. PROJECT SCHEDULE:

Agreement Commencement Date: January 30, 2025
Work Period Commencement Date: January 30, 2025
Agreement Execution Deadline: July 30, 2026
Project Commencement Deadline: January 30, 2027
Work Period Expiration Date: January 30, 2029
Agreement Expiration Date: January 30, 2030

Created: 02/03/2025 by JLB
Revised:

(D-1.5)

Project Name Absecon Lighthouse
Project Number 2024.2010

ATTACHMENT D-1

Preserve New Jersey Historic Preservation Fund
PROJECT EXPENDITURE WORKSHEET

III B. Schedule of Values

TOTAL PROJECT

Non-Construction (N/C)	Match Expended	Proposed	Subtotal
Architect/Engineer	0 00	250,000 00	250,000 00
	0 00	0 00	0 00
	0 00	0 00	0 00
	0 00	0 00	0 00
	0 00	0 00	0 00
N/C Total	\$ -	\$ 250,000.00	\$ 250,000.00

Construction (C)	Match Expended	Proposed	Subtotal
Div 1 - General	0 00	562,188.00	562,188 00
Div 2 - Existing Conditions	0 00	1,100,000 00	1,100,000 00
Div 3 - Concrete	0 00	0 00	0 00
Div 4 - Masonry	0 00	932,525 00	932,525 00
Div 5 - Metals	0 00	465,630.00	465,630 00
Div 6 - Wood/Plastic	0 00	25,300.00	25,300 00
Div 7 - Thermal/Moisture	0 00	58,080 00	58,080 00
Div 8 - Doors/Windows	0 00	26,840 00	26,840 00
Div 9 - Finishes	0 00	0 00	0 00
Div 10 - Specialties	0 00	200 00	200.00
Div 11 - Equipment	0 00	0.00	0 00
Div 12 - Furnishings	0 00	0 00	0 00
Div 13 - Special Const.	0 00	0 00	0 00
Div 14 - Conveying Syst.	0 00	0 00	0 00
Div 21 - Fire Suppression	0 00	0 00	0 00
Div 22 - Plumbing	0 00	96,800.00	96,800 00
Div 23 - HVAC	0 00	0 00	0 00
Div 24 - Reserved	0 00	0 00	0 00
Div 25 - Integrated Automation	0 00	0 00	0 00
Div 26 - Electrical	0 00	0 00	0 00
Div 27 - Communications	0 00	0 00	0 00
Div 28 - Security	0 00	0 00	0 00
Div 31 - Earthwork	0 00	0 00	0 00
Div 32 - Ext. Improvements	0 00	0 00	0 00
Div 33 - Utilities	0 00	0 00	0 00
Div 34 - Transportation	0 00	0 00	0 00
Div 35 - Waterways/Marine	0 00	0 00	0 00
Div 40 - Process Interconnections	0 00	0 00	0 00
Div 41 - Processing/Handling Equipment	0 00	0 00	0 00
Div 42 - Heating/Cooling/Drying Equipment	0 00	0 00	0 00
Div 43 - Gas/Liquid Equipment	0 00	0 00	0 00
Div 44 - Pollution Control Equipment	0 00	0 00	0 00
Div 45 - Manufacturing Equipment	0 00	0 00	0 00
Div 46 - Water and Wastewater Equipment	0 00	0 00	0 00
Div 48 - Electrical Power Generation	0 00	0 00	0 00
Const. Totals	\$ -	\$ 3,267,563.00	\$ 3,267,563.00

	Match Expended	Proposed	TOTAL PROJECT
TOTALS (N/C + C)	\$ -	\$ 3,517,563.00	\$ 3,517,563.00

Grant Award	\$ 750,000 00
Required Match	\$ 750,000 00
Actual Match	\$ 2,767,563 00
Ratio	1:1

Date Created 3-Feb-25
Prepared by JLB
Revisions

Project Name Absecon Lighthouse
Project Number: 2024 2010

ATTACHMENT D-2

**A GRANT AGREEMENT BETWEEN
STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST**

AND

Inlet Public/Private Association, Inc.
(Grantee)

2024.2010
(Grant Number)

SPECIAL REQUIREMENTS

The Grantee must comply with the requirements contained herein. Listed below are specific requirements/special conditions of the grant program covered by this agreement.

- A. All projects must comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68) and are reviewed as possible encroachments under N.J.A.C. 7-4-1.3 and 7.2 (New Jersey Register of Historic Places Act).
- B. Compliance with the Standards extends to the whole project as defined in Section II of Attachment D-1 and is not limited to the activities funded by this grant.
- C. Submit two copies (one of which must be archival) of all written reports, drawings, contract documents, specifications, construction sketches, shop drawings, and product literature relevant to the funded work as soon as they are available.
 - 1. Prior to execution of relevant work, allow twenty working days for review and comment.
 - 2. Written notification will be provided if any submission is not in conformance with the conditions of this agreement, or the laws and regulations which pertain to it.
 - 3. An additional copy of any submission must be provided if requested by the Trust.
- D. In addition to the Financial/Performance Report, Grantee should contact the Trust at the following times:
 - 1. At the start of the bidding phase.
 - 2. Following receipt of bids and prior to awarding any contracts.
 - 3. At the start of construction of funded work.
 - 4. At start/completion times for specific work items as requested by the Trust.
 - 5. At the project closeout phase, prior to final payment of contractor.

(D-2 1)

Project Name. Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT D-2

- E. The Trust requires the grantee to display a project identification sign at the project site. This sign must acknowledge Trust and the State of New Jersey's support and be placed in a prominent location.
1. Project signs must be constructed and erected at the beginning of the project and maintained until the final grant payment has been received. The Trust requests that the sign be erected as soon as possible after the signing of the project agreement, whether actual work has commenced or not. Grant recipients are required to show evidence of compliance by submitting a photograph of the sign in the first Performance Report.
 2. Sign specifications will be provided by the Trust.
- F. The language used when crediting the New Jersey Historic Trust (NJHT) should read as follows: **Funding has been made possible in part by the Preserve New Jersey Historic Preservation Fund/State of New Jersey.** Credit must be given to the NJHT in all printed materials, releases and announcements of the grantee regarding all activities to which NJHT funds contribute. This applies to all promotional appearances on television and radio by representatives of the grantee organization as well. In the case of electronic media, verbal credit must be given at least once during a broadcast to acknowledge the support the grantee has received from the NJHT to its overall operation.
- G. The NJHT logo must be used by the grantee in publicizing those programs or documents supported by a NJHT grant (including but not limited to newsletters, brochures, and flyers). The logo is to be used only when the above stated credit line is also used and never in its place (this implies sponsorship). Ideally, the logo should be reproduced as a unit without alteration.

(D-2 2)

Project Name. Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT D-2

**GARDEN STATE HISTORIC PRESERVATION TRUST FUND and PRESERVE NEW JERSEY
HISTORIC PRESERVATION FUND**

ADMINISTERED BY THE NEW JERSEY HISTORIC TRUST

APPLICATION FOR MAJOR CHANGE

Project Number **2024.2010** Project Name **Absecon Lighthouse**

Organization: **Inlet Public/Private Association, Inc.**

Contact Person: _____ Phone _____

Date Submitted. _____ Application for Major Change #. _____

Read Section XII in the General Terms and Conditions of the Grant Agreement, Project Revision and Modification, and Chapter 4 of the Grantee Manual, (Administering an Active Grant), before completing this application. Note that this application must be received by the Trust at least twenty working days prior to the proposed Major Change(s).

Explain the rationale for the proposed Major Change(s) in the attached cover letter. Amend the required revised document(s) so that the changes are obvious and consistent with the format of the original document.

Items included in this application (check off)

- ___ cover letter explaining/justifying proposed change(s)
- ___ revised "Project Schedule" (Attachment D-1, Section IV)
- ___ revised "Project Team" (Attachment D-1, Section IIIA and Attachment C, Project Team)
- ___ revised "Narrative Description" (Attachment D-1, Section IIIA)
- ___ revised "Budget Summary" (Attachment B)
- ___ revised "Schedule of Values" (Attachment D-1, Section IIIB)
- ___ additional attachments (specify):

Date _____ Signature _____

Name and Title of Grantee _____

(D-2 3)

Project Name: Absecon Lighthouse
Project Number: 2024.2010

ATTACHMENT E

**PRESERVE NEW JERSEY HISTORIC PRESERVATION FUND
ADMINISTERED BY THE NEW JERSEY HISTORIC TRUST**

GOVERNING BODY / BOARD RESOLUTION

The governing body/board of Inlet Public/Private Association, Inc. desires to further historic preservation through a grant from the New Jersey Historic Trust, State of New Jersey in the amount of \$750,000 for the following project Absecon Lighthouse

Therefore, the governing body authorizes JEAN MUCHANIC, BY DIR./C.O.O. (Insert Name and Title of Authorized Signatory) to execute a grant agreement with the State in an amount up to that awarded for the proposed project, and to seal the grant agreement.

Introduced and passed 1/29, 2025

Ayes: 9

Noes: 0

Absent: 3

Approved:

Christopher J. M'Call

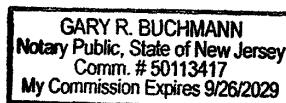
(Signature of Mayor, County Board of Commissioners Director, or Board Chairperson)

Title:

Board Chair

Attested:

[Signature]
(Signature of Municipal or County Clerk, Board Secretary, or Notary Public)



Insert raised government, corporate or notary seal

(E-1)

Project Name Absecon Lighthouse
Project Number 2024 2010

ATTACHMENT F

**A GRANT AGREEMENT BETWEEN
STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST**

AND

Inlet Public/Private Association, Inc.
(Grantee)

2024.2010
(Grant Number)

SUBCONTRACTOR CERTIFICATION

As a condition of the subcontract entered into between _____, "Subcontractor," and "Grantee", for work under a Grant Agreement with the New Jersey Historic Trust, the Subcontractor agrees to the following terms.

- 1 The Subcontractor acknowledges all of the provisions of the Grant Agreement between the Grantee and the Trust.
- 2 The Subcontractor acknowledges and accepts that his status is that of an independent principal hired to complete a specified amount of work for the Grantee and not as an agent, employee or contractor of the Trust
- 3 The Subcontractor must hold the Trust harmless for any consequences of his subcontract with the Grantee and will look solely to the Grantee for any payments or damages arising out of his work on his subcontract.

NOTE: The Grantee must obtain this certification from each subcontractor prior to execution of any subcontract and agrees to submit any subcontract to the New Jersey Historic Trust for approval before the subcontractor is hired. Subcontractor certification is not required for work funded by this grant which was contracted prior to the execution of this contract.

_____(Subcontractor)
By: _____ (Signature) Date _____
Name: _____
Title: _____
Address _____

Project Name: Absecon Lighthouse
Project Number: 2024.2010

ATTACHMENT G

**A GRANT AGREEMENT BETWEEN STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST AND**

Inlet Public/Private Association, Inc. (Grantee)

2024.2010 (Project Number)

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM

I am the TREASURER (Insert Title of Chief Financial Officer or Treasurer) of
Inlet Public/Private Association, Inc. (Grantee) and, in this capacity, I will be responsible for
establishing and maintaining the financial statements for Grant Number 2024.2010.

The accounting system that will be established and maintained for the purpose of this proposed
contract/ grant will be adequate to.

1. Provide for accurate identification of the receipts and expenditures for items to be reimbursed
by the New Jersey Historic Trust;
2. Provide for documentation supporting each book entry, filed in such a way that it can be
easily located,
3. Provide accurate and current financial reporting information;
4. Be integrated with a strong system of internal controls and;
5. Will conform to any and all requirements or guidelines that the New Jersey Historic Trust
may issue including Section VIII and Section XI of the Grant Agreement.


Signature of Chief Financial Officer / Treasurer

ROSE MARIE QUIRK
Name (Print or Type)

01/29/2025
Date

(G-1)

**REFERENCE
BIBLIOGRAPHY**

This bibliography is provided for reference purposes only. It includes documents incorporated by reference into this grant and other documents that might be helpful to the grantee.

A. New Jersey Department of Treasury

- Circular Letter 93-05. Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments
- State Grant Complaints Supplement
- Single Audit Policy Guide for Nonprofit Subrecipients and Independent Auditors

B. United States General Accounting Office

- Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions (Yellow Book)

C. Federal Office of Management and Budget

- Circular A-21 Cost Principles for Educational Institutions
- Circular A-87: Cost Principles for State and Local Governments
- Proposed Revision to Circular A-87. Cost Principles for State and Local Governments
- Circular A-88 Revised: Indirect Cost Rates, Audit and Audit Follow-up at Educational Institutions
- Proposed Circular A-88 Revised Coordinating Audits and Negotiating Indirect Cost Rates at Educational Institutions
- Circular A-102: Grants and Cooperative Agreements with State and Local Governments
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliances Supplement, Revised)
- Directory of Generally Applicable Requirements and Administrative Management Standards for Federal Assistance
- Circular A-110: Uniform Administrative Requirement for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations
- Proposes Revision of OMB Circular A-102 and A-110: Grants and Cooperative Agreements
- Circular A-122: Cost Principles for Nonprofit Organizations
- Circular A-128: Audits for State and Local Governments
- Circular A-133 Revised. Audits of Institutions of Higher Education, and Other Nonprofit Organizations, and the Federal OMB Circular Letter 2 C.F.R Part 200, "Audit Requirements"
- OMB Circular 15-08 State Audit Rules

D. American Institute of Certified Public Accountants (AICPA)

- Audits of State and Local Governmental Units