

STATE OF NEW HAMPSHIRE
DEPARTMENT of CULTURAL RESOURCES
*State Council on the Arts, Division of Historical Resources
State Library, Film & Television Office,
Commission on Native American Affairs (administratively attached)*

20 Park Street
Concord, New Hampshire 03301

VAN McLEOD
Commissioner
Van.McLeod@dcr.nh.gov

TEL: 603-271-2540
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www.nh.gov/nhculture

September 24, 2015

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

The Department of Cultural Resources, Division of Historical Resources, Request permission to award a Storm Recovery and Disaster Planning Grant in the amount of \$238,245 to the Castle Preservation Society d/b/a Castle in the Clouds (vendor code 268734) for repairs to the Shannon Lake Dam effective upon Governor and Council approval through September 30, 2017, 100% federal Funds

Funds are available in the account titled Recovery Grant as follows:

01-34-3420-89060000-072-500575	Grants Federal	<u>FY 2016</u> \$238,245
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EXPLANATION

Storm Recovery and Disaster Planning Grants are available to properties damaged by Superstorm Sandy in the six New Hampshire counties that had FEMA disaster declarations following the storm, and for communities, organizations, and individuals in those regions to plan for their historic and cultural resources before a future disaster. Grants and deadlines are advertised through the divisions' website, social media, press releases and electronic newsletters.

A review panel for the Storm Recovery and Disaster Planning Grants unanimously voted to support the Castle Preservation Society's application for repairs to the Shannon Lake Dam that was breached during Superstorm Sandy. The four-member peer panel, facilitated by a Division of Historical Resources Grants Coordinator, considered 12 criteria to arrive at a consensus approval for the application. Each panelist is advised, both individually and collectively, of their obligation to disclose any conflict of interest and themselves from assessment if a conflict is present. The evaluative criteria range from the administrative capacity of the organization, the project design, significance of the historic property, and the public benefit of the project. The National Park Service gave conditional approval of the grant award after application the project scope of work was submitted for review and approval. A 20-year preservation easement will be placed on the Castle in the Clouds property to be held by the State of New Hampshire through the Division of Historical Resources.

Respectfully submitted,


Van McLeod
Commissioner

New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and the Castle Preservation Society (hereinafter "Grantee") is to witness receipt of funds intended to preserve the historic and archaeological resources impacted by Superstorm Sandy. P.L. 113-2 stipulates that this funding shall be used for the preservation, stabilization, rehabilitation, and repair of historic properties damaged by Superstorm Sandy in federally declared disaster locations per the Stafford Act, and listed in or considered eligible for listing in the National Register of Historic Places. The Grantee is subject to the following conditions:

1. GRANT PERIOD: The Grantee has not more than twenty-four (24) months to execute the project from the project start date, which is either the date of the signing of this agreement by both parties, or the date approved by the NH Governor and Executive Council. Only grant awards over \$25,000 are subject to NH Governor and Council approval.

All project work carried out under this grant must be completed within this time frame, or during an approved extension to the grant end date. The DHR, with the concurrence of the NPS, may grant an extension to the end date if the Grantee has been actively pursuing the completion of the project, but where completion is delayed due to situations beyond their control. Extensions must be requested in writing at least forty-five (45) days prior to the approved project end date.

2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$238,245 and apply it to the project(s) described in the grant application and approved budget. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

The grant is for the repair and rehabilitation of the Shannon Lake Dam, originally built in 1914 and a contributing feature to the National Register of Historic Places-eligible Castle in the Clouds property.

The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in Exhibits A through G. If appropriated funds for this grants program are reduced or terminated, all payments under this grant may cease.

By signing this Agreement, the Grantee is assuring that they have the institutional, managerial, and financial capability to ensure proper planning, management, and completion of this project.

3. STANDARDS: Where necessary, Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the DHR, and to ensure the grant-assisted work conforms to the relevant applicable *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The Grantee also agrees that work performed under this agreement shall in all respects conform to high professional standards and shall be coordinated with the DHR.

The Grantee must submit project plans and/or project specifications for grant funded work to the DHR for review and approval to ensure conformance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The Grantee will follow the conditions listed in this grant agreement prior to the beginning of grant-assisted repair to the property. In addition, if the project was completed prior to the grant selection due to the recovery needs of historic resources in the immediate wake of Superstorm Sandy; the DHR will document and verify, with the assistance of the Grantee, that the completed project conforms to the applicable Standard. Work that does not comply with these Standards in the judgment of the DHR will not be reimbursed, and may cause the grant to be terminated and any expended funds to be returned.

It is understood and agreed by the Grantee that costs and/or matching share associated with the development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate *Secretary of the Interior's Standards*, as determined by the State Historic Preservation Officer, shall not be reimbursed. Non-federal matching share is not required for this grant award; however, it is encouraged, and as part of the reporting requirements to the NPS it must be tracked.

4. SCOPE OF SERVICES: The scope of work and any products shall be as described in, and shall be performed and produced in accordance with the Project Notification for this project (a copy of which is incorporated into this Agreement as Exhibit A), as approved by the DHR and the NPS, subject to any subsequent modifications or amendments which are approved in writing by the DHR and/or the NPS.

The Grantee understands and agrees that the project scope of work, products, budget, and performance/reporting milestones, as approved by the DHR and/or NPS and specified in this Agreement, shall not be changed without prior written approval of the DHR and/or NPS, as referenced in 43 CFR 12.925.

Conditions and Assurances for Construction and Non-Construction Projects, as executed by the Grantee, are incorporated in this document as Exhibit B.

The requirements related to contract selection and award are described in Exhibit C. If the Grantee does not comply with Federal contractor selection or contracting requirements, grant assistance will be terminated and the DHR may take legal action to recover and Federal funds already disbursed. If any third party is contracted to carry out project work fails to comply with the conditions of grant assistance, this shall be deemed a failure by the Grantee.

Project notifications for grants exceeding \$25,000 or involving National Historic Landmarks regardless of the amount of the grant award, must be submitted to the NPS at least 20 calendar days prior to the award of the subgrant in accordance with Chapter 8, Section F, of the *HPF Grants Manual*.

5. PROCUREMENT: All procurement procedures must follow the minimum Federal requirements outlined in 43 CFR 12.76 (see also Exhibits C-G attached hereto). The NPS will concur with the suspension of competitive bidding if the State of New Hampshire's governing authority has suspended competitive bidding requirements because of the hurricane emergency. Public health and safety emergency situations may justify noncompetitive procurement awards if the State's contracting officer includes a justification in the DHR's files.

Prospective bidders and contractors must be aware of the involvement of federal funds and that consequent applicable state and federal requirements must be met.

6. BUY AMERICAN ACT: The purchase of supplies, equipment, and construction materials with grant assistance must comply, to the greatest extent practicable, with the requirements of 43 CFR 12, Subpart E. If the exceptions specified in 43 CFR 12.710(d) and (e), and 43 CFR 12.715 are used, it must be documented in the project file.
7. REPORTING: The Grantee agrees to submit quarterly invoices and progress reports with photographic record of all grant funded work as follows for the term of the grant period:
 - January 15
 - April 15
 - July 15
 - October 15

Quarterly reports will include a narrative and a minimum of two photographs of the work completed and a breakdown of employment and job creation statistics.

A final financial and project report will be submitted in a format provided by the DHR no more than 30 days after the end of the grant period.

Acceptable Final Project Reports from subgrant projects exceeding \$25,000, or involving National Historic Landmarks regardless of the amount of the Federal Share, must be submitted to the NPS within 90 calendar days of the completion of each subgrant, in accordance with Chapters 3 and 25 of the *HPF Grants Manual*. Failure to comply will result in suspension payments and/or other sanctions in accordance with Chapter 22 of the *HPF Grants Manual*.

8. TERM PRESERVATION EASEMENT: The owners of properties receiving grant assistance must sign a term preservation easement with the DHR that runs with the land and is to be recorded at the County Registry of Deeds. All easements must be recorded with the property prior to the release of the final grant payment. The term of the easement must meet the following minimal standards dependent of grant funding levels:
- Up to \$50,000 a five year easement
 - \$50,0001 up to \$99,999 a ten year easement
 - \$100,000 and above a twenty year easement

After project completion and continuing throughout the terms of the preservation easement, the DHR will contact the Grantee on a least a yearly basis in order to monitor for adherence to its terms. The Grantee must respond to any written requests for information, consult with the DHR staff on any rehabilitation work that is planned, and must provide the DHR staff with access to the property for occasional, pre-scheduled site visits, or to review project work.

9. FINANCIAL OBLIGATIONS AND PAYMENT: All costs submitted for payment under this grant must be necessary and reasonable to accomplish the project work described in Exhibit A, have been incurred during the approved project period, and meet the requirements of this Agreement. The Grantee must have sufficient funds to initiate project work, and must submit requests for reimbursement of costs association with approved work.

This Agreement calls for the completion of certain rehabilitation task as described in Exhibit A. If the funds awarded under this Agreement are not sufficient to accomplish these tasks, the Grantee must pursue one of the following courses of action:

- Request additional Hurricane Sandy Grant Program funds, subject to the availability of such funding;
- Request a reduction in the scope of the project described in Exhibit A which must be approved by both the DHR and the NPS; or
- Provide another source of funding in order to complete the work outlined in Exhibit A in accordance with the terms of this Agreement.

Reimbursements will be made to the Grantee quarterly after quarterly reports are submitted and approved with the DHR. Accompanying documentation of expenditures in the form of copies of contracts, itemized invoices, receipts, or canceled checks for work elements approved by the DHR must be included. The final grant payment, which shall not be less than twenty-five (25) percent of the compensation due to the Grantee, will be issued upon the following:

- Completion of approved project work and a final site visit by DHR staff
- A term preservation easement has been recorded at the County Registry of Deeds
- Submission and approval of a final project report which contains a comparison of the projected scope of work and budget to the actual scope and budget

The Grantee certifies that this grant application as submitted is not covered by the Federal Rehabilitation Tax Credits, other state or federal funds, or insurance proceeds. Work approved under this grant shall in no way inhibit or preclude the Grantee from applying for federal assistance through other programs overseen by the NPS, such as the Federal Historic Preservation Tax Incentive for Income Producing Structures. It shall be understood that approval through this grant funding is not transferrable to other NPS or NPS sponsored programs. The Grantee understands that work performed under this grant program may impact other work approvals for federal tax credits. Grantees should consult with the Internal Revenue Service about the eligibility of work undertaken for any federal tax credit programs.

10. **REDUCTION OR CANCELLATION OF THE GRANT:** The DHR reserves the right to withhold, reduce, or cancel the grant for cause, and may seek repayment of any funds previously paid to the Grantee. If the DHR is initiating an action under this Stipulation, the Grantee will be notified, in writing of the reason for and the effective date of, such action, and will be provided with an opportunity to respond, and if appropriate, to correct any deficiencies. Among the reasons for taking action under this Stipulation are:
- The Grantee has not initiated the project within six (6) months of signing this Agreement.
 - The project is outside the grant period in Stipulation 1 of this Agreement, or any approved extensions.
 - The project work was not contracted for following the applicable contractual requirements as specified in Exhibit C of this Agreement.
 - The project work is not consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.
 - The Grantee did not comply with the terms of this Agreement.
 - The Grantee is not appropriately managing the project.
 - Both parties to this Agreement agree that continuation of the project would not produce beneficial results commensurate with the expenditure of funds.

Prior to the receipt of Federal funds, it is also possible for the Grantee to request, in writing, to cancel the grant. Such a request would not require approval by the DHR and NPS. The Grantee may appeal any actions made by the DHR under this Stipulation to the NPS.

11. **DEBARMENT AND SUSPENSION:** In accordance with Executive Order 12549 "Debarment and Suspension" the Grantee must not make any award or permit any award at any tier to any party which is debarred for suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under E.O. 12549.
12. **INSURANCE:** The Grantee must secure liability insurance for the property. Neither the State of New Hampshire nor the Federal governments assume responsibility with respect to accidents, illnesses, or claims arising out of any work performed under this grant-assisted project. The property must also must be insured for property damage, and if applicable, flood insurance in a least the amount of the grant award. The insurance must be in place prior to the first payment of any grant funds and the property must remain insured throughout the term of the preservation easement.

All contractors must provide appropriate insurance for themselves and their personnel. Contractors should also comply with the applicable local, state, and federal safety standards. The federal and state governments assume no responsibility with respect to accidents, illnesses, or claims arising out of any work performed under this grant-assisted project.

13. **OMB ADMINISTRATIVE REQUIREMENTS:** The requirements of the *Historic Preservation Fund Grants Manual (HPF Grants Manual)* shall apply to this grant award except where its provisions are specifically superseded by 43 CFR 12, Subpart C, Uniform Administrative Requirements for Grant to State and Local Governments. All Assurances of Compliance required by Chapter 7 of the *HPF Grant Manual* must be submitted to the DHR and the NPS (Exhibit B).

14. **EQUIPMENT PURCHASES OVER \$5,000:** Prior to the expenditure of grant funds, Grantees must submit a request for written DHR and NPS authorization for any equipment purchase not specifically listed in the grant application with an individual cost of more than \$5,000. Grantees must maintain a property inventory record and comply with the property management requirements of OMB Circular A-102 (as codified in 43 CFR 12.71-73) and the HPF Grants Manual, Chapter 19, for all equipment purchased with HPF grant funds.
15. **ACCESSIBILITY:** The Grantee must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable. If the work described in Exhibit A is visible from a public right-of-way, this stipulation is met.
16. **LOBBYING PROHIBITION:** None of the grant funds awarded may be used to process any grant or contract documents, which do not include the text of 18 U.S.C. 1913 prohibiting lobbying with the appropriated funds. Grantees shall not use any part of the appropriated funds for any activity or for the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.
17. **PUBLICITY:** No publicity about the grant award or project should take place until NH Governor and Executive Council approval has been received.

Press releases about the project must acknowledge the grant assistance provided by the Historic Preservation Fund of the National Park Service through the DHR, and copies of the press releases must be provided to the DHR when published. The Grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that the DHR, National Park Service, Department of the Interior, Congressional or other Federal officials can attend if desired.

An acknowledgement of grant support from the Historic Preservation Fund hurricane grant program of the National Park Service, and a nondiscrimination statement must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, in the form of the following statement:

This material is based upon work assisted by a grant from the Department of the Interior, National Park Service. 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.

At least three copies of each publication and video concerning Hurricane Sandy grant-assisted activities, or published with grant assistance, must be furnished to the DHR with no less than two copies furnished to the National Park Service Grant Awarding Official within 30 calendar days of publication. All consultants hired by the Grantee must be informed of this requirement. The National Park Service and the DHR shall have a royalty-free right to republish any published materials generated by this grant.

Grant materials are based upon work assisted by a grant from the U.S. Department of the Interior, National Park Service. Any opinions findings, and conclusions or recommendations expressed in the materials generated by the grant are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in the program, activity, or facility as described above, or if you desire further information, please write to: Chief, Office of Equal Opportunity Programs, National Park Service, United States Department of the Interior, National Park Service, 1201 Eye Street, NW (2740), Washington, DC 20005.

18. **SIGNAGE:** The Grantee must erect and maintain a project sign, provided by the DHR, at the project site and be maintained in place throughout the project term as stipulated in this grant agreement. Grantees must provide a photograph of the sign in place to the DHR.
19. **ENVIRONMENTAL COMPLIANCE:** This grant is subject to compliance with the National Environmental Policy Act (NEPA) and Sections 106 and 110(k) of the National Historic Preservation Act of 1966, as amended (hereinafter referred to as the NHPA). The NPS has prepared a Programmatic Agreement (hereinafter referred to as the PA) in accordance with the regulations governing Section 106 of the NHPA (36 CFR 800), and the DHR is charged with responsibility for carrying out the requirements of the PA. The PA specifically requires the property not to be adversely affected by the project. The regulations for determining adverse effects on historic properties are found in 36 CFR 800.5.

The Grantee must cooperate with the DHR in carrying out the terms of the PA by providing information on the project and on any changes in scope including those in which unanticipated ground disturbance may impact archaeological resources. If an adverse effect to the property occurs during the course of the project, the Grantee must consult with the DHR and the NPS and seek ways to resolve the adverse effect. If the adverse effect cannot be resolved, the DHR in consultation with the NPS may determine that the circumstances justifying granting assistance under this Agreement despite the adverse effect created. However, if the Grantee intentionally adversely affects the property, the grant assistance will be terminated and the DHR may take legal action to recover Federal funds already disbursed.

If the grant award exceeds \$100,000, the Grantee shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities include don the EPA List of Violating Facilities. Violation shall be reported to NPS and the EPA Assistant Administrator of Enforcement.

20. **RECORD KEEPING AND AUDIT:** The Grantee must maintain the property, personnel, financial, procurement and other records and accounts pertinent to the funds awarded by this grant in accordance with 43 CFR 12. The Grantee and its contractors will permit on-site inspections by DHR and NPS representatives, and will effectively require property owners, employees and board members to furnish such information as, in the judgment of NPS representatives, may be relevant to a question of compliance with grant conditions and directives on the effectiveness, legality and achievements of project work.

The Grantee must keep accurate records of all expense associated with this grant. Records must be retained for audit for a period of three (3) years after the conclusion of the project. The DHR may request copies of any documentation not contained in their files during that period, and the Grantee must respond to such a request by providing the records within thirty (30) days. The financial information, and supporting documents, or other records pertinent to this grant which are contained in DHR files are subject to request under New Hampshire's Right-to-Know Law, R.S.A. 91-A.

All federally funded projects are subject to an audit in accordance with the federal OMB Circular A-133. The DHR will be the main contact for the audit, but the Grantee must retain and provide all pertinent documentation for the grant.

The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of financial or programmatic audit and examination of any books, documents, papers, and records of the Grantee that are pertinent to the grant at all reasonable times during the period of retention provided for in 43 CFR 12.

21. CONFLICT OF INTEREST: None of the Grantee's assignees designees, agents, members, officers, employees, consultants, or members of its governing body or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of the Grantee organization will personally benefit from the Grant or the Project.
22. SOVERIGN IMMUNITY: The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.

DIVISION HISTORICAL RESOURCES

Elizabeth H. Muzzey
 Elizabeth H. Muzzey,
 State Historic Preservation Officer

8/31/15
 Date

Approved as to form, substance and execution:

[Signature] 9/29/15
 Office of Attorney General Date

GRANTEE

Name Castle Preservation Society
 Address P.O. Box 687

Moultonborough, NH 03251

Charles Clark
 Authorized Signature

Date 8-17-15

STATE OF NEW HAMPSHIRE, COUNTY OF Carroll
 The foregoing statement was acknowledged before me this 17th day of Aug 2015

[Signature] 2/28/2019
 Signature of Notary Public Commission Expires



LIST OF EXHIBITS ATTACHED HERETO:

- EXHIBIT A: SCOPE OF SERVICES AND PROJECT NOTIFICATION
- EXHIBIT B: CONDITIONS AND ASSURANCES FOR HISTORIC PRESREVATION FUND PROJECTS
Non-Construction Assurances
Construction Assurances
- EXHIBIT C: CONTRACT SELECTION AND AWARD PROCEDURES CONSTRUCTION CONTRACTS OVER \$150,000
- EXHIBIT D: NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES (EXECUTIVE ORDER 11246)
- EXHIBIT E: EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
- EXHIBIT F: STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)
- EXHIBIT G: CERTIFICATION OF NON-SEGREGATED FACILITIES

Exhibit A

NH DIVISION OF HISTORICAL RESOURCES
19 PILLSBURY ST., 2ND FLOOR
CONCORD NH 03301-3570
603-271-3485
FAX 603-271-3433

PROJECT NOTIFICATION

PROJECT TITLE: Shannon Lake Dam Rehabilitation
AREA AFFECTED BY PROJECT:

GRANT NUMBER: NH-002
FEDERAL SHARE: \$238,245
NONFEDERAL SHARE: \$9,000
TOTAL PROJECT COST: \$247,245

CONGRESSIONAL DISTRICT: 1st

1. SUBGRANTEE:

Name: Castle Preservation Society
Address: 455 Old Mountain Road, P.O. Box 687, Moultonborough, NH 03254
Contact Person: Jill Cromwell

2. NONFEDERAL MATCHING SHARE: \$9,000

3. BUDGET:

	Non-Federal	Federal	Total
PAID STAFF	\$0	\$0	\$0
PAID CONSULTANTS	\$0	\$238,245	\$238,245
VOLUNTEERS/DONATED MATERIALS	\$9,000	\$0	\$9,000
SUPPLIES:			
Printer paper, Photo paper	\$0	\$0	\$0
Film, Memory cards	\$0	\$0	\$0
Telephone/photocopying/printing/ Advertising	\$0	\$0	\$0
TRAVEL:			
500 miles X .575	\$0	\$0	\$0
TOTAL	\$ 247,245		

Products:

4. BEGINNING/ENDING DATES:
From: Upon G&C Approval
To: September 30, 2017

5. Attached Scope of Work.
6. No program income will be generated.
7. As the fully authorized representative, I certify that this subgrant will be administered, and work will be performed, in accordance with the Historic Preservation Fund Grants Manual, and the Secretary of the Interior's "Standards for the Treatment of Historic Properties." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the Federal or nonfederal share of this subgrant are within the maximum limit proposed by Chapter 13, Section B.34.e of the Historic Preservation Fund Grants Manual. These costs have been assessed by knowledgeable SHPO staff **and** found to be within the normal and customary range of charges for similar work in the local labor market, and appear to be appropriate charges for the product achieved with grant assistance.



SHPO or Authorized Designee Signature

9/3/15
Date

- **Project scope of work**

Emergency Repairs to road below the emergency spillway: Repair to the carriage road was completed in the spring of 2013 by Ambrose Bros., Inc. with the donation of \$9,000 worth of material and labor. The paid invoice for the \$3557 balance is attached.

Engineering Evaluation Report by DuBois & King: Details the inspection, analysis, evaluation, and presentation of maintenance and remedial measures to address deficiencies noted by NH DES of Shannon Lake Dam at Castle in the Clouds.

Maintenance Actions

- Install a new trash rack on the primary spillway.
- Place a 3 to 6 inch layer of roadway gravel along the length of the dam crest, grade, level and compact.
- Place stone fill around and under the principal spillway outlet.

Remedial Measures

- Initiate a rehabilitation program to design repairs to the low level outlet pipe and construction of a new gate structure suitable to drain the pond should the need arise. Line existing pipe with a fiberglass/epoxy cure-in-place liner and construct a concrete intake structure with a slide gate.
- Initiate a rehabilitation program for the erodible emergency spillway. Excavate and regrade the roadway departing from the emergency spillway to direct the discharge into the woodline before the grade change that leads down the roadway. Cover the area between the spillway crest (closest to the pond) for approximately 100 feet by 30 feet wide with articulated concrete blocks to prevent erosion during floods where the emergency spillway is activated.

Apply for National Register of Historic Places: CPS contracted with Elizabeth Durfee Hengen to complete a National Historic Landmark nomination for Castle in the Clouds on 12/10/2013 for \$12,000 (a 20% reduction) to be completed in December 2014.

- **Secretary of the Interior's Standards for the Treatment of Historic Properties – Which treatment has been chosen? Why? How will it be achieved?**

Rehabilitation has been chosen because it will restore and improve the dam's condition to the pre-Superstorm Sandy condition and as such will conform to the standards since no significant aesthetic changes would be made. As the engineering work progresses, a review of the standards will be required to confirm specific and explicit adherence to those standards. Castle in the Clouds was recognized in 2011 as one of the top 25 preservation projects of the last quarter century by NH

EXHIBIT B

ASSURANCES – NON-CONSTRUCTION PROGRAMS (SF 424-B)

ASSURANCES – CONSTRUCTION PROGRAMS (SF 424-D)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Charles Clark</i>	TITLE <i>Executive Director</i>
APPLICANT ORGANIZATION <i>Castle Preservation Society</i>	DATE SUBMITTED <i>August 17, 2015</i>

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Charles Clark</i>	TITLE <i>Executive Director</i>
APPLICANT ORGANIZATION <i>Castle Preservation Society</i>	DATE SUBMITTED <i>8-17-15</i>

**CONTRACT SELECTION AND AWARD PROCEDURES
CONSTRUCTION CONTRACTS OVER \$150,000**

EXHIBIT C

The Grantee must procure contractual services in a manner that will permit reasonable competition consistent with the nature of the work. The contractual selection process must be free from bribery, graft, kickbacks, and other corrupt practices. If such practices are identified, the DHR reserves the right to revoke the grant. The DHR and its sub-grantees are required to follow Procurement Standards in Ch. 17 of the Historic Preservation Fund Grants Manual (http://www.nps.gov/preservation-grants/HPF_Manual.pdf).

CONTRACT SELECTION

Construction contracts over \$150,000 require competitive sealed bids (formal advertising), that are publicly solicited, and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price, and is most advantageous to the Grantee, considering price, discounts, transportation costs, taxes, and contractor's ability to fulfill the contract. It is the Federal government's policy to award a fair share of contracts to Minority and Women's Business Enterprises (MBE and WBE), and the Grantee should make every effort to solicit from these firms during the contracting selection process.

In order for formal advertising to be feasible, the following conditions must be present:

- A complete, adequate and realistic specification is available, which avoids unnecessarily restrictive specifications or requirements which might unduly limit the number of bidders.
- Two or more responsible suppliers are willing and able to compete effectively for the Grantee's business.
- The procurement lends itself to a firm-fixed-price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.
- A requirement that the work be completed within a certain timeframe which will not extend beyond the approved end date of the grant.

If formal advertising is used for grant procurement, the following requirements apply:

- A sufficient time prior to the date set for opening of bids, bids shall be solicited from an adequate number of known suppliers. The period allowed for bids to be submitted should generally be at least 20 to 30 calendar days. In addition, the invitation shall be publically advertised.
- The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation.
- All bids shall be opened publicly at the time and place stated in the invitation for bids.
- A firm-fixed-price contract shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the Grantee dictates that such discounts are generally taken.

- Any or all bids may be rejected when there are sound documented business reasons in the best interest of the program. If all bids are rejected as too costly, and the scope of work is then substantially altered, the work must be re-advertised.
- Formal advertising includes placing the "Invitation to Bid" in a major newspaper that covers the area affected by the project. Notices should be published at least three times (which can be either three successive times in one publication, or published one time simultaneously in three different publications).

All contractors must also be made aware that due to the nature of the funding of this project, certain conditions will apply to the contract, such as:

- The project is being supported by a federal grant and compliance with all federal, state, and local rules and regulations is required.
- Any conflicts resulting from non-compliance with federal compliance regulations, acts of illegal nature, or any resulting conflicts will make the contract null and void.
- Either party to the contract may terminate for reasonable cause by giving written notice of such termination and specifying the effective date, which must be at least fifteen (15) days prior to termination of the contract.
- All construction work must be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- Contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin, and are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment (E.O. 11246, E.O. 11375 and 41 CFR 60).
- Contractors who employ mechanics and /or laborers must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S. Code § 3701 et seq.) regarding overtime pay and safe working conditions.
- Contractors must certify that neither they nor any of their employees have any contractual or other relationship with the DHR which could be construed as a conflict of interest.
- Contractors, or their key personnel, who have been debarred from working on federal contracts will not be employed. Grantees can verify that a contractor or their key personnel have not been disbarred by checking the Excluded Parties List System on the U.S. Government's System for Award Management (<https://www.sam.gov/portal/SAM/#>).
- Contractors must comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 29 CFR 3).
- Contractors must comply with the Office of Federal Contract Compliance (OFCCP), notifying them of the contract award.
- Contractors must maintain non-segregated facilities.
- Contractors must state in all employment advertising that they are an Equal Opportunity Employer.

The Grantee must maintain records sufficient to detail the selection process for all contracts and must provide copies of these to the DHR. The documentation to be provided includes, but is not limited to:

- A copy of the formal advertisement run in appropriate newspapers with an invoice showing the dates published.

- A list of bidders or contractors who submitted a quote, and the reason for their selection or rejection; and
- Copies of all bids or written quotes, and the rationale for making the selection of the contractor.

CONTRACT AWARD

The Grantee should award the contract only to responsible contractors who possess the ability to perform successfully under the terms and conditions that were advertised during the contract selection process. The Grantee should notify the successful and all unsuccessful firms immediately upon making a determination on the award of a contract. The Grantee must obtain any necessary federal, state, or local permits related to accomplishing the project work, or must ensure that their contractors obtain these permits.

The written quote may be used as the contract if it contains the responsibilities under the contract, the federal requirements outlined above, the standards and fees for the project, and is signed by both parties. In other cases, a contract must be prepared by the Grantee which contains this information. A copy of the contract must be forwarded to the DHR staff for review and approval prior to being signed. The "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Exhibit D); the Equal Opportunity Clause (Exhibit E); the Standard Federal Equal Opportunity Construction Contract Specifications (Exhibit F); and Certification of Non-Segregated Facilities (Exhibit G), which must be signed by the successful contractor and any sub-contractor over \$10,000 is to be attached. The Grantee must provide a copy of the signed contract to the DHR.

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

Exhibit D

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

TIMETABLES	Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
	0.8-4.0%	6.9%

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

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

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

4. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is the State of New Hampshire.

Excerpted in its entirety from the Historic Preservation Fund Grants Manual (Ch. 18, Section 18-5, National Park Service, 2007).

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EXHIBIT E

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the Applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified Applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and Applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246, and by rules, regulations, and orders of the Secretary of Department of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the administering agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and others.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, and such sanctions may be imposed and remedies invoked as provided in that Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 2014 of Executive Order 11246, so that such provisions will be binding upon each Sub-Contractor or vendor. The Contractor will take such the event a Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Excerpted in its entirety from the Historic Preservation fun Grants Manual (Ch. 18, Sec. 18-11, National Park Service, 2007).

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

EXHIBIT F

1. Definitions as used in these specifications:
 - a. "Covered area" means the geographic area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Sub-Contractor at any tier, sub-contracts a portion of the work involving any construction trade, the Contractor/Sub-Contractor shall physically include in each sub-contract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, the Contractor's affirmative action obligations on all work in the Plan Area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provision of any such Hometown Plan. Each Contractor or Sub-Contractor participating in an approved Plan is individually required to comply with their obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Sub-Contractors toward a goal in an approved Plan does not excuse any covered Contractor's or Sub-Contractor's failure to take good faith efforts to achieve the Plan's goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Exhibit. The goals set forth in the solicitation are expressed as percentages of the total hours of employments and training that the Contractor should reasonably be able to achieve for minority and female utilization in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward these goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Training must be in accordance with training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon the Contractor's efforts to achieve maximum results from these actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or the Contractor's union have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the

Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's effort to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors' employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b, above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and Sub-Contractors with whom the Contractor does or anticipates doing business.
- i. Direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractors shall send written notification to organizations such as the above, describing the opens, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all test and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

- l. Conduct, at least annually, an inventory and evaluation of at least all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contract's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7a through 7p). The efforts of a Contractor association, joint Contractor-union, Contractor-community (or other similar group of which the Contractor is a member and participant), may be asserted as fulfilling any one or more of their obligations under 7a through 7p of these specifications provided that:
- a. The Contractor actively participates in the group,
 - b. Makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry,
 - c. Ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participate,
 - d. Makes a good faith effort to meets its individual goals and timetables, and
 - e. Can provide access to the documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor.

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

- 9. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved the goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any sub-contract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

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

Excerpted in its entirety from the Historic Preservation Fun Grants Manual (Ch. 18, Sec. 18-6, National Park Service, 2007).

CERTIFICATION OF NON-SEGREGATED FACILITIES

EXHIBIT G

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

Signature

Date

Name and Title of Signer (Please Type or Print)

Excerpted in its entirety from the Historic Preservation Fund Grant Manual (Ch. 18, Sec. 18-13, National Park Service, 2007).

CERTIFICATION OF BOARD RESOLUTION

Authorization to Enter into Contracts with
New Hampshire Division of Historical Resources

Important: To expedite your payment these steps must be followed in this order:

*Resolution date must occur on or before the Grant Agreement is signed.

**Certificate on bottom of page must be signed and notarized on the same date or after the Grant Agreement is signed.

1. *Resolution:

THIS IS TO CERTIFY that the following is a true and correct copy of excerpts from resolutions adopted at a meeting of the Board of Directors of

Castle Preservation Society on July 31, 2015
(name of organization) (date)

At which time a quorum was present and voted, and further that said resolution has not been rescinded, altered or amended and is still in full force and effect.

"Be it resolved that Charles Clark is hereby authorized
(printed name of authorizing official)

on behalf of this corporation to enter into contracts with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as s/he may deem necessary, desirable or appropriate."

Signed: Martha S. Grover
(Signature of Clerk/Secretary to the Board)

Printed Name: MARTHA S. GROVER

2. **Certificate:

STATE OF NEW HAMPSHIRE
COUNTY OF Carroll

On the 17th day of Aug, 2015 before the undersigned officer, personally appeared Charles Clark, or satisfactorily proven to be the person whose name
(print name of person whose signature is being notarized)

appears above, and acknowledged s/he executed this document in the capacity indicated.

Archie R. Hatch
Notary Public/Justice of the Peace
Printed Name: ARLIE R. HATCH
My Commission Expires: 2/28/2019





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

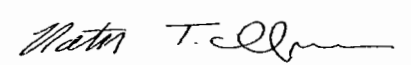
PRODUCER Infinger Insurance 234 White Mountain Highway P.O. Box 2010 Conway NH 03818	CONTACT NAME: Tonya Fox, CIC, ACSR PHONE (A/C, No. Ext): (603) 447-5123 E-MAIL ADDRESS: tonya@infingerinsurance.com	FAX (A/C, No.): (603) 447-5126
	INSURER(S) AFFORDING COVERAGE	
INSURED Castle Preservation Society, Inc, DBA: Castle in the Clouds PO Box 687 Moultonborough NH 03254	INSURER A: Liberty Mutual Ins Co	
	INSURER B: Peerless	
	INSURER C: Star Insurance Co	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 18023

COVERAGES **CERTIFICATE NUMBER:** CL1581173170 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CBP8778402	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA8772103	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU8776103	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0725701	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Museum, gift shop and restaurant

CERTIFICATE HOLDER Castle Preservation Society Inc. dba Castle in the Clouds PO Box 687 Moultonborough, NH 03254	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Nate Infinger/KTE 

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CASTLE PRESERVATION SOCIETY is a New Hampshire nonprofit corporation formed June 4, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of November A.D. 2014



William M. Gardner

William M. Gardner
Secretary of State