

H36(2256)

Grant Agreement No. 42-06-ML-0517

Upon signature of both parties below, the National Park Service (NPS) will have obligated with this Grant Agreement the amount of **\$350,000** appropriated from the Historic Preservation Fund for the Save America's Treasures Grant Program by Public Law 109-54, which provides Fiscal Year 2006 appropriations to the Department of the Interior. The term of this grant agreement is:

Beginning Date: February 1, 2007

Ending Date: February 28, 2009

In accepting this grant to preserve the Pine Building at Pennsylvania Hospital, evidenced by signature below, The Pennsylvania Hospital agrees to comply with Department of the Interior regulations and requirements governing Federal grants stipulated in Office of Management and Budget (OMB) Circular A-110 (Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations; see 43 CFR 12, Subpart F); Circular A-122 (Cost Principles for Non-Profit Institutions); and Circular A-133 (Audits of Institutions of Higher Education and other Non-Profits). These requirements are hereby incorporated by reference into this grant agreement. In accordance with 18 U.S.C. 1913, none of these funds may be used for lobbying purposes as defined in the special conditions contained on the following pages. These special conditions are also hereby incorporated into this grant award. The terms and conditions of this grant award shall be extended to subrecipients and subcontractors.

In witness thereof, the parties have executed this grant agreement as of the date entered below:

PENNSYLVANIA HOSPITAL

NATIONAL PARK SERVICE

Title

Chief, Historic Preservation Grants Division

Date signed

Date signed

cc: Pennsylvania State Historic Preservation Office (SHPO)

Attachments:

SF 424 Application for Federal Assistance

X Budget Changes/Special Grant Conditions

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The terms of the grant award include the following special conditions necessary to obtain the objectives of the grant, facilitate administration of the grant, and to protect the interests of the Federal Government. Grantee noncompliance with these terms and conditions and the requirements of Office of Management and Budget (OMB) Circulars A-110 and A-122 will cause disallowance of costs incurred under the grant. In addition to other lawful remedies, in the event of noncompliance with any grant conditions, the grant may be suspended, terminated or annulled pursuant to OMB Circular A-110 (see 43 CFR 12.961 - 12.962).

The grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party. The execution of subcontracts shall not alter or modify the obligations of the grantee. However, the grantee may subcontract for performance of project-related work summarized in this Grant Agreement. The grantee must administer this grant award free from conflict of interest, bribery, "kickbacks," cost-plus-a-percentage-of-costs contracts, and other procurement practices prohibited by 43 CFR 12.944.

Special Condition #1, Limitations on Grant Expenditures. The term of availability of these grant funds is from **February 1, 2007**, through **February 28, 2009**. All costs incurred must be billed to NPS by **May 31, 2009**. Expenses charged to this grant may not be incurred prior to the beginning date specified above, or subsequent to the grant end date specified above (unless the Grant Agreement's end date is formally extended in writing by NPS). Such expenditures may not exceed the maximum limits shown on this grant award, or amendments subsequently approved in writing by NPS. The grantee assumes fiscal liability, without recourse to NPS, for commitments that exceed the funds provided in the Grant Agreement.

Special Condition #2, Allowable Costs. All costs charged to the grant must be directly related to and necessary for the achievement of the approved objectives and budget of this grant, as specified in Grant Condition #15, below, unless an amendment is approved in writing by NPS. Expenses charged must be incurred only for eligible costs in accordance with OMB Circular A-110 and OMB Circular A-122; and supported by approved contracts, purchase orders, requisitions, bills, or other evidence of liability consistent with generally established purchasing procedures and generally accepted accounting principles.

Special Condition #3, Nonfederal Matching Share. At least **\$350,000** in eligible nonfederal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.923 must be used during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.

Special Condition #4, Fundraising Costs: In accordance with OMB Circular A-122, Attachment B, Item 19, costs of fundraising are not eligible costs chargeable to the grant for reimbursement or as eligible nonfederal matching share contributions.

Special Condition #5, Performance Reports. An acceptable Interim Progress Report must be submitted to NPS every six months during the grant period, with the initial Progress Report due not later than **July 31, 2007**, and the next report due not later than **January 31, 2008**. An acceptable Final Progress Report must be submitted by **May 31, 2009**. Failure to submit acceptable progress reports by the dates specified, and in the format prescribed by NPS, may result in suspension of funds or other action. Interim Reports and the

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Final Report must include the Standard Form 269A, Financial Status Report, which is used to document financial obligations and outlays during the previous reporting period. NPS normally requires that the initial report must include several photographs showing the condition of the property prior to beginning project work, however, these photographs have already been submitted by the grantee. The Interim Reports may include digital photos but the Final Report must include slides, photographs, or high quality digital images showing all of the finished work.

The grantee agrees to maintain close liaison with the NPS Grant Awarding Official throughout the grant period. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the NPS Grant Awarding Official should any of the following conditions become known to it:

- a) Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work;
- b) The need for adjustment (revision) to the project budget; and
- c) The lack of nonfederal matching share to meet the amount required by this Grant Agreement.

Interim and Final Reports should be sent to your grant reviewer's attention at the National Park Service in Washington, DC. Mailing address: 1849 C Street, NW (org code 2256), Washington, DC 20240, physical address: 1201 Eye St. NW (6th Floor), Washington, DC 20005.

Special Condition #6, Prior Approval Requirements. The grantee may not, without written approval by the NPS grant awarding official (that official whose signature/title appears on the grant award document, or his designee), make changes in the approved scope of work or budget that would substantively alter the approved scope of work (43 CFR 12.925).

Special Condition #7, Lobbying Prohibitions. Costs associated with activities or any form of communication designed to influence in any manner a Member of Congress to favor or oppose any legislation or appropriation are unallowable as a charge to this grant. None of the 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 appropriated funds. Recipients 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.

Special Condition #8, Debarment and Suspension. In accordance with Executive Order 12549 "Debarment and Suspension" the grantee and its subgrantees must not make any award or permit any award (by subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

Special Condition #9, Financial Audit. The grantee shall obtain an audit of grant expenditure records in accordance with OMB Circular A-133, which requires a Single Agency Audit for any grantee who expends at

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least \$500,000 of Federal grant funds (from all sources) in a fiscal year. Financial audits that include costs incurred for this grant (including nonfederal matching share) must be transmitted to the Federal Audit Clearinghouse, Data Preparation Division, U.S. Bureau of the Census, 1201 E. 10th Street, Jeffersonville, Indiana 47132. A reasonable proportion of the costs of an acceptable audit performed in accordance with OMB Circular A-133 may be charged to this grant.

If an audit is required by OMB Circular A-133, the grantee must complete and submit one copy of the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations, SF-SAC, and one copy of the reporting package to the National Park Service within 30 days of the grantee's receipt of the completed audit report. The form must state whether the audit was completed, provide information about the grantee, the results of the audit, the Employer Identification Number (EIN) and the Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS).

Special Condition #10, Record Keeping. 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 NPS representatives, and will effectively require 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.

Special Condition #11, Access to Records. 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 to 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.

Special Condition #12, Publicity and Press Releases: Press releases about this project must acknowledge the grant assistance provided by NPS and copies of the press releases must be provided to NPS. The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.

Special Condition #13, Publications. The grantee must include acknowledgment of NPS grant support and a nondiscrimination statement in all publications and videos assisted with grant monies and/or concerning NPS grant-supported activities. At least two copies of each publication and video concerning NPS grant-assisted activities, or published with NPS grant assistance, must be furnished to the NPS Grant Awarding Official within 30 calendar days of publication. All publications, including video and audio tapes, must contain the following disclaimer and acknowledgement of NPS support: "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." All consultants hired by the grantee must be informed of this requirement. The National Park Service shall have a royalty-free right to republish any published material generated by this grant.

Special Condition #14, Method of Payment. An SF-270, *Request for Advance or Reimbursement*, must be faxed to the NPS Grant Awarding Official for approval of payment requests. After NPS has notified the grantee by

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fax or e-mail that the payment request is acceptable, the grantee can transmit the payment request on the SMARTLINK payment system. Payment of grant funds will then be made by SMARTLINK electronic transfer of funds to a specified bank account of the grantee.

NPS approval of payment requests is based on satisfaction of grant conditions and documentation that matching funds have been expended at the same rate as federal funds are requested. The final 20% of the Federal grant will be held until all grant conditions are met, including submission of an acceptable Final Project Report and executed Preservation Easement.

All approved advance payments must be expended within 30 days of the receipt of funds. An SF272, *Cash Transaction Report*, must be completed and submitted to NPS at the end of the 30 days documenting that the advanced funds have been liquidated.

Special Condition #15, Approved Budget and Scope of Work. The approved Summary of Objectives and Results to be performed with this grant award is as follows: rehabilitation of the Pine Building, in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Work includes:

- a) Façade wood restoration
- b) Painting
- c) Termite protection

The approved Work/Cost Budget is summarized as follows:

Budget Item	Federal Share	Non-Federal	Total
Personnel & Fringe Benefits	\$ -	\$ 10,000	\$ 10,000
Consultant Fees	\$ 15,000		\$ 15,000
Other (Termite Protection System)	\$ -	\$ 5,000	\$ 5,000
Construction/Conservation Materials & Labor	\$ 335,000	\$ 335,000	\$ 670,000
TOTAL GRANT (including non-Federal matching share)	\$ 350,000	\$ 350,000	\$ 700,000

Special Condition #16, Preagreement Costs. Any preagreement costs incurred must be approved in writing by NPS and authorized to be charged to this grant in accordance with OMB Circular A-122. Documentation of these preaward costs must be retained for review by the grantee's financial audit.

Special Condition #17, NPS Concurrence with Selection of Consultants. The grantee must submit resumes and responses to its Requests for Proposals, along with its justification for which consultant(s) it selects for grant-assisted work to the NPS Grant Awarding Official for concurrence by NPS. The consultant(s) must have the requisite experience and training in historic preservation to oversee the construction work to be performed and to manage this complex project. Contractors must be competitively selected. **Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary, which in Fiscal Year 2006 is \$80.37 per hour or \$643 per day.** Current salary tables can be found on the Office of Personnel and Management website: www.opm.gov.

Special Condition #18, NPS Review of Architectural Plans and Specifications. The grantee must submit

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plans and specifications to the National Park Service for its review and approval for compliance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, and with the Conditions listed in this Grant Agreement prior to the beginning of grant-assisted repair work on the property.

Special Condition #19, Compliance with the Secretary of the Interior's Standards. All grant-assisted repair work will be reviewed by NPS to ensure that it meets the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. Work that does not comply with these Standards in the judgment of NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Special Condition #20, Compliance with Section 106 of the National Historic Preservation Act. Pursuant to Section 106 of the Act, NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 prior to the commencement of construction work on the property. (Note that the NPS must receive a copy of the State Historic Preservation Officer's written approval of the methodology or plan to be used for any archaeological testing or ground-breaking prior to conducting such testing or ground-breaking.) NPS has initiated the Section 106 consultation process with the State Historic Preservation Officer (SHPO), by notifying the SHPO of the grant and sending the SHPO a copy of the grant application. Now, to complete the Section 106 review, the grantee must submit plans and specifications for the project to the SHPO. The grantee then must submit to the NPS Grant Awarding Official copies of the following: 1) any written comments grantee receives from the SHPO in response to submission of plans and specifications for the project, including any suggestions for modifying the project, and 2) the SHPO's written concurrence with the project as proposed or as modified. In the event that the grantee and the SHPO cannot reach agreement, the grantee must notify NPS in writing so that NPS may participate in the conclusion of the consultation. (Note that plans and specifications must also be submitted by the grantee to NPS in order to fulfill Grant Special Conditions #18 & 19).

Special Condition #21, Requirement for Project Sign. The grantee must erect and maintain a project sign at the project site. This sign must: be of reasonable and adequate design and construction to withstand weather exposure; be of a size that can be easily read from the public right-of-way; and be maintained in place throughout the project term as stipulated in this Grant Agreement. At a minimum, the sign must contain the following statement: "Construction of the [name of property] is being supported in part by a Save America's Treasures grant administered by the National Park Service, Department of the Interior." Additional information briefly identifying the historical significance of the property or recognizing other contributors is encouraged and permissible. Photographs of the sign must be submitted to NPS at the start of the construction process. The cost of fabricating and erecting this sign is an eligible cost for this grant.

Special Condition #22, Requirement for Executing Preservation Easement. The purpose of this grant is to preserve highly significant historic properties for future generations. Section 102(a)(5) of the National Historic Preservation Act requires that HPF grantees must agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the grantee must sign a Preservation Easement with the State Historic Preservation Officer, or with a nonprofit preservation organization acceptable to NPS, in the State where this property is located. The

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term of the Easement must run for at least 50 years from the end date of this Grant Agreement. The Easement must be executed by registering it with the deed of the property. A draft copy of the Preservation Easement must be submitted to the NPS Grant Awarding Official for review and comment by **December 31, 2007**. Any revisions subsequently transmitted by NPS to the grantee must be incorporated into the Easement prior to the final release of funds by NPS.