



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Sorsha Anderson, Senior Staff Associate
Date: October 23, 2025
Subject: Grant Request - JFO #3265

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration.

JFO #3265: \$500,000.00 to the Agency of Commerce and Community Development, Division for Historic Preservation from the National Park Service for the evaluation and development of a restoration plan for the Bennington Battle Monument. *[Received October 20, 2025]*

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Please submit concerns by **November 10, 2025**, or we will assume that you agree to consider as final the Governor's acceptance of this request.

**State of Vermont**

Department of Finance & Management
109 State Street, Pavilion Building
Montpelier, VT 05620-0401

Agency of Administration

[phone] 802-828-2376

STATE OF VERMONT

FINANCE & MANAGEMENT GRANT REVIEW FORM

Grant Summary:	This grant will fund continuing the three-year evaluation (phases 1 and 2) to document the issues and level of deterioration of the Bennington Battle Monument, identify recommended solutions, and monitor the monument. Phase 2 of the evaluation focused on assessing, analyzing, and synthesizing all data prepared by the 15-firm consulting team to address the performance of the monument and the cause and impact of the deterioration mechanisms at work, and to propose next steps and an outline to conserve and restore the structure for long-term preservation of the monument. Masonry deterioration has occurred since the start of construction in 1887 and has been evident throughout the history of the Monument; first addressed in 1920. There is some natural stone degradation that contributes to fissures and cracking. Stress on the stone due to eccentric loading is also a contributing factor to the cracking of the stone. The most damaging factor to the degradation of the stone is water, water vapor and excessive humidity on the interior; it is estimated that the stone is holding up to 66,000 gallons of water (3½ swimming pools). Additional stress cracks, and water ingress are the result of past repair campaigns that introduced inappropriate mortar, sealant, caulk, epoxy, and other repair techniques that have resulted in exacerbating the deterioration. The next steps, which this funding will support, address the pre-design phase to include 1) archaeological investigations of Bennington Battle Monument and Monument Circle; 2) monitoring and analysis of existing conditions and addressing failing exterior materials using industrial rope access technicians; 3) extension of monitoring and analysis for moisture, temperature, humidity, cracks, and deflection; and 4) seismic analysis, monitoring, and investigation. These tasks are needed for continued operation and safety of the monument until funding and design plans are undertaken for the full stabilization and restoration of the monument.
Date:	8/13/2025
Department:	ACCD HCD
Legal Title of Grant:	Historic Preservation Fund Grants-in-Aid for Competitive Grants: 2024 HPS CDS-VT SHPO-Bennington Battle Monument
Federal Catalog #:	15.966



STATE OF VERMONT					
FINANCE & MANAGEMENT GRANT REVIEW FORM					
Grant/Donor Name and Address:		National Park Service, 1849 C Street, N.W., Washington, D.C., 20240-000			
Grant Period:	From:	1/1/2025	To:	6/30/2028	
Grant/Donation		\$500,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$100,000	\$400,000	\$	\$500,000	No state match.
Position Information:		# Positions	Explanation/Comments		
Additional Comments:					
Department of Finance & Management			Adam Greshin Digitally signed by Adam Greshin Date: 2025.08.14 22:25:03 -04'00'		(Initial)
Secretary of Administration			Nick Kramer E710487A28FB404...		(Initial)
Sent To Joint Fiscal Office			Anna Reinold		Date
			REVIEWED By Anna Reinold at 8:31 pm, Oct 20, 2025		

Jason Aronowitz
Digitally signed by Jason Aronowitz
Date: 2025.08.13 22:25:03 -04'00'



STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION			
1. Agency:	Agency of Commerce and Community Development		
2. Department:	Department of Housing and Community Development, Division for Historic Preservation		
3. Program:	State Historic Sites Program		
4. Legal Title of Grant:	Historic Preservation Fund Grants-in-Aid for Competitive Grants: 2024 HPS CDS-VT SHPO-Bennington Battle Monument		
5. Federal Catalog #:	15.966		
6. Grant/Donor Name and Address:			
National Park Service, 1849 C Street, N.W., Washington, D.C., 20240-0001			
7. Grant Period:	From:	1/1/2025	To: 6/30/2028
8. Purpose of Grant:			
This grant will fund the necessary steps to continue the three-year evaluation (phases 1 and 2) to document the issues and level of deterioration, identify recommended solutions, and monitor those aspects of the monument that continue to be negatively affected. Phase 2 of the evaluation focused on assessing, analyzing, and synthesizing all data prepared by the 15-firm consulting team to address the performance of the monument and the cause and impact of the deterioration mechanisms at work, and to propose next steps and an outline to conserve and restore the structure based on the highest caliber of conservation science, preservation technology, and restoration best practices to ensure the long-term preservation of this historic monument. Masonry deterioration has occurred since the start of construction in 1887 and has been evident throughout the history of the Monument; first addressed in 1920. There is some natural stone degradation that contributes to fissures and cracking. Stress on the stone due to eccentric loading is also a contributing factor to the cracking of the stone. The most damaging factor to the degradation of the stone is water, water vapor and excessive humidity on the interior; it is estimated that the stone is holding up to 66,000 gallons of water (3½ swimming pools). Additional stress cracks, and water ingress are the result of past repair campaigns that introduced inappropriate mortar, sealant, caulk, epoxy, and other repair techniques that have resulted in exacerbating the deterioration. The next steps, which this funding will support, shall address the pre-design phase to include 1) archaeological investigations of Bennington Battle Monument and Monument Circle; 2) monitoring and analysis of existing conditions and addressing failing exterior materials using industrial rope access technicians; 3) extension of health monitoring and analysis for moisture, temperature, humidity, cracks, and deflection; and 4) seismic analysis, monitoring, and investigation. Importantly, these tasks are critical to the continued operation of the monument now and for the coming years, until more funding and design plans are undertaken for the full stabilization and restoration of the monument. The monitoring and investigations of the stone at this point are vital to the safety of visitors, neighbors, and state employees. There is no match required. Personal services covered by Historic Preservation Fund Grant.			
9. Impact on existing program if grant is not Accepted:			
The Bennington Battle Monument welcomed nearly 40,000 visitors, more than half of all the Vermont state historic sites combined and generated nearly \$300,000 in revenue. Ensuring the monument remains open for the visiting public and Monument Circle is safe is our goal for this project. The beneficiaries of this project are residents of the Town of Bennington, all Vermonters, and the touring public who cherish this memorial to a significant Revolutionary War battle. If this funding was not approved, VDHP has two undesirable routes: 1) to ensure safety continues to be a priority, the allocated Major Maintenance funding through the Capital Construction Bill for ACCD will need to be used; or 2) the monument will need to be closed to the public with security and safety measures restricting access to Monument Circle and the neighborhood. ACCD was			

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

allocated \$550,000 for Major Maintenance for all state historic sites for FY26, and if this funding were needed for this project in lieu of the CDS, nearly all maintenance projects at the other state historic sites would be put on hold or terminated. This would impact visitation and other federal grant funding awarded to two sites now closed for restoration. Closing the monument directly impacts staffing for VDHP, who would need to be reassigned or laid off, and tourism for this historic site and Bennington County, especially during the America250 (Semiquincentennial commemoration of the signing of the Declaration of Independence and Revolutionary War).

10. BUDGET INFORMATION

	SFY 1	SFY 2	SFY 3	Comments
	FY 26	FY 27	FY	
Expenditures:				
Personal Services	\$	\$	\$	
Operating Expenses	\$100,000	\$400,000	\$	
Grants	\$	\$	\$	
Total	\$100,000	\$400,000	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$100,000	\$400,000	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source)	\$	\$	\$	
Total	\$100,000	\$400,000	\$	

Appropriation No:	7110010000	Amount:	\$100,000
			\$
			\$
			\$
			\$
			\$
			\$
		Total	\$100,000

PERSONAL SERVICE INFORMATION

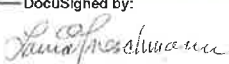
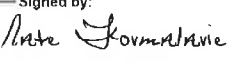
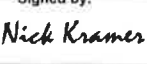
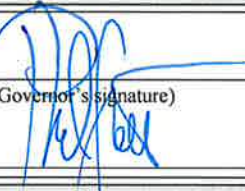
11. Will monies from this grant be used to fund one or more Personal Service Contracts? ☐ Yes ☒ No
If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these ☐ Is presently available. ☐ Can be obtained with available funds.

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

positions:			
13. AUTHORIZATION AGENCY/DEPARTMENT			
I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature:	 E88B1289183F42E	Date: 6/30/2025
	Title: State Historic Preservation Officer		
	Signature:	 B6DF517238C745F	Date: 6/30/2025
	Title: Deputy Commissioner of DHCD		
14. SECRETARY OF ADMINISTRATION			
☒ Approved:	(Secretary or designee signature)	 E710487A28FB404	Date: 8/20/2025 12:54:37
15. ACTION BY GOVERNOR			
☒ Accepted	 (Governor's signature)	Date: 10/15/25	
☐ Rejected			
16. DOCUMENTATION REQUIRED			
Required GRANT Documentation			
☒ Request Memo ☐ Dept. project approval (if applicable) ☒ Notice of Award ☒ Grant Agreement ☒ Grant Budget		☐ Notice of Donation (if any) ☒ Grant (Project) Timeline (if applicable) ☐ Request for Extension (if applicable) ☐ Form AA-1PN attached (if applicable)	
End Form AA-1			
(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).			



State of Vermont
Division for Historic Preservation
 Deane C. Davis Building, 6th Floor
 One National Life Drive, Montpelier, VT 05620-0501
www.accd.vermont.gov/historic-preservation

*Agency of Commerce and
 Community Development*

INTEROFFICE MEMORANDUM

TO: SARAH CLARK, SECRETARY OF ADMINISTRATION, AND JOINT FISCAL COMMITTEE

FROM: LAURA V. TRIESCHMANN, STATE HISTORIC PRESERVATION OFFICER Initial
LT

SUBJECT: REQUEST FOR APPROVAL FOR ACCEPTANCE OF CONGRESSIONALLY DIRECTED SPENDING RELATED TO THE PRESERVATION OF THE BENNINGTON BATTLE MONUMENT

DATE: JUNE 30, 2025

CC: NATE FORMALARIE, DEPUTY COMMISSIONER DHCD
 DANIEL DICKERSON, ADMINISTRATIVE SERVICES DIRECTOR ACCD
 JAMIE DUGGAN, DIRECTOR OF PRESERVATION

The Division for Historic Preservation (VDHP) respectfully requests approval to accept the congressionally directed spending (CDS) granted through the National Park Service related to the preservation and restoration of the Bennington Battle Monument in Bennington, Vermont. Attached is the CDS request and award notice, grant application, and grant agreement. The funding is \$500,000, which will cover the costs related to the preliminary archaeological survey of Monument Circle and masonry investigations and repairs. Major maintenance funds allocated to the Agency of Commerce and Community Development, Division for Historic Preservation will provide the matching \$100,000 and any other necessary costs to ensure the safety of visitors and State employees.

The grant runs from January 1, 2025 to June 30, 2028; grant agreement received May 30, 2025.

Historic Site Background: The tallest man-made building in the State of Vermont commemorates the Battle of Bennington, a pivotal victory for American forces on the New England front of the American Revolution. On August 16, 1777, Vermont's Green Mountain Boys, the New Hampshire Militia, and volunteers from Massachusetts, defeated British troops charged with capturing provisions stored at the Bennington military supply depot -- the site where the monument stands today, making this hallowed ground. Bennington Battle Monument is the second tallest unreinforced masonry building in the United States; the first is the Washington Monument, which is the tallest unreinforced masonry building in the



February 24, 2025

Grace Coolidge Piano Restoration Donation

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world. It was listed in the National Register of Historic Places in 1971 for its national significance under engineering and architecture.

Designing of a monument to mark the site of a critical supply depot began in earnest in 1876 with the incorporation of the Bennington Battle Monument Association. Governor Hiland Hall spearheaded the commemoration efforts, fearing that “a smaller monument would remain unknown to the world and would dwindle into an obscure art gallery.” The third design of J. Phillip Rinn, a well-known Boston architect, developed into the 306-foot monument that we see today. Ground was broken on June 4, 1887 with a ceremony marking the laying of the cornerstone on the 110th anniversary of the battle. The two-ton capstone was set on November 25, 1889. Bennington Battle Monument was dedicated on August 19, 1891, with a grand ceremony lead by President Benjamin Harrison and a gathering of tens of thousands of participants.

The exterior of the stone monument is constructed of Sandy Hill dolomite, a blue gray magnesian limestone quarried from the Town of Kingsbury, New York. The monument weighs approximately 19,000,000 pounds. Rinn also designed the 417-step interior stairs. With its wide sloping treads and low risers, the Rinn stair made for a gradual climb to the monument's observation level that provides spectacular open views of Vermont, New York, and Massachusetts. The State of Vermont was deeded ownership of the Battle Monument, the 1909 gift shop, and the monument property at Monument Circle in 1953 from the Bennington Battle Monument and Historical Association.

Restoration Planning: This grant will fund the necessary steps to continue the three-year evaluation (phases 1 and 2) to document the issues and level of deterioration, identify recommended solutions, and monitor those aspects of the monument that continue to be negatively affected. Phase 2 of the evaluation focused on assessing, analyzing, and synthesizing all data prepared by the 15-firm consulting team to address the performance of the monument and the cause and impact of the deterioration mechanisms at work, and to propose next steps and an outline to conserve and restore the structure based on the highest caliber of conservation science, preservation technology, and restoration best practices to ensure the long-term preservation of this historic monument. Masonry deterioration has occurred since the start of construction in 1887 and has been evident throughout the history of the Monument; first addressed in 1920. There is some natural stone degradation that contributes to fissures and cracking. Stress on the stone due to eccentric loading is also a contributing factor to the cracking of the stone. The most damaging factor to the degradation of the stone is water, water vapor and excessive humidity on the interior; it is estimated that the stone is holding up to 66,000 gallons of water (3½ swimming pools). Additional stress cracks, and water ingress are the result of past repair campaigns that introduced inappropriate mortar, sealant, caulk, epoxy, and other repair techniques that have resulted in exacerbating the deterioration.

The next steps, which this funding will support, shall address the pre-design phase to include 1) archaeological investigations of Bennington Battle Monument and Monument Circle; 2) monitoring and analysis of existing conditions and addressing failing exterior materials using industrial rope access



February 24, 2025

Grace Coolidge Piano Restoration Donation

Page 3 of 3

technicians; 3) extension of health monitoring and analysis for moisture, temperature, humidity, cracks, and deflection; and 4) seismic analysis, monitoring, and investigation. These are critical components to the preservation of the monument and making it watertight, ensuring the project moves forward by undertaking the archaeological study and monitoring the conditions to enable the accurate design for the enclosure system and identifying the duration and power/energy requirements for drying out the monument.

Yet, importantly, these tasks are essential to the continued operation of the monument now and for the coming years, until more funding and design plans are undertaken for the full stabilization and restoration of the monument. The monitoring and investigations of the stone at this point are vital to the safety of visitors, neighbors, and state employees. The Bennington Battle Monument welcomed nearly 40,000 visitors, more than half of all the Vermont state historic sites combined and generated nearly \$300,000 in revenue. Ensuring the monument remains open for the visiting public and Monument Circle is safe is our goal for this project. The beneficiaries of this project are residents of the Town of Bennington, all Vermonters, and the touring public who cherish this memorial to a significant Revolutionary War battle.

Thank you very much for considering this request. Please do not hesitate to contact me at 802-505-3579 or at laura.trieschmann@vermont.gov should you need additional information.



1. DATE ISSUED MM/DD/YYYY		1a. SUPERSEDES AWARD NOTICE dated	
05/29/2025		except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER			
15.966 - Historic Preservation Fund Grants-in-Aid for Competitive Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. P25AP00294-00		5. TYPE OF AWARD	
Originating MCA #		Other	
4a. FAIN P25AP00294		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 01/01/2025		Through 06/30/2028	
7. BUDGET PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 01/01/2025		Through 06/30/2028	
8. TITLE OF PROJECT (OR PROGRAM)			
2024 HPF CDS - VT SHPO, Bennington Battle Monument			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
54 USC §302904 Direct grants for the preservation of properties included on National Register

9a. GRANTEE NAME AND ADDRESS		9b. GRANTEE PROJECT DIRECTOR	
Department of Housing and Community Development, Division of Historic Year of Incorporation Preservation 6 National Life Dr BLDG FL Montpelier, VT, 05602-3389		LAURA TRIESCHMANN 1 National Life Dr., Davis Bldg. 6th Floor Montpelier City, VT, 05620-0501 Phone: 8025053579	
10a. GRANTEE AUTHORIZING OFFICIAL		10b. FEDERAL PROJECT OFFICER	
LAURA TRIESCHMANN 1 National Life Drive Montpelier, VT, 05620-0501 Phone: 8025053579		Mr. James Alvey Main Interior Building National Park Service 1849 C Street NW Washington, DC, 20240-0001 Phone: 202-354-2070	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 500,000.00			
II Total project costs including grant funds and all other financial participation II				b. Less Unobligated Balance From Prior Budget Periods \$ 0.00			
a. Salaries and Wages\$ 0.00				c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00			
b. Fringe Benefits\$ 0.00				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 500,000.00			
c. Total Personnel Costs\$ 0.00				13. Total Federal Funds Awarded to Date for Project Period \$ 500,000.00			
d. Equipment\$ 0.00				14. RECOMMENDED FUTURE SUPPORT			
e. Supplies\$ 40,500.00				(Subject to the availability of funds and satisfactory progress of the project):			
f. Travel\$ 0.00				YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS			
g. Construction\$ 225,000.00				a. 2 \$ d. 5 \$			
h. Other\$ 0.00				b. 3 \$ e. 6 \$			
i. Contractual\$ 234,500.00				c. 4 \$ f. 7 \$			
j. TOTAL DIRECT COSTS → \$ 500,000.00				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
k. INDIRECT COSTS \$ 0.00				a. DEDUCTION			
l. TOTAL APPROVED BUDGET \$ 500,000.00				b. ADDITIONAL COSTS			
m. Federal Share \$ 500,000.00				c. MATCHING			
n. Non-Federal Share \$ 0.00				d. OTHER RESEARCH (Add / Deduct Option)			
				e. OTHER (See REMARKS)			
				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
				a. The grant program legislation			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

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

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

17. VENDOR CODE	0071335453	18a. UEI	EL6KNH773XS7	18b. DUNS	135459159	19. CONG. DIST.	00
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0054004769-00010	\$500,000.00	05/19/2025	06/30/2028	5140	FY245 HPF CDS VT State of Vermont Divisi	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 27	DATE ISSUED 05/29/2025
GRANT NO. P25AP00294-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
01/01/2025	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	09/30/2026	Semi-Annual	10/30/2026
10/01/2026	03/31/2027	Semi-Annual	04/30/2027
04/01/2027	09/30/2027	Semi-Annual	10/30/2027
10/01/2027	03/31/2028	Semi-Annual	04/30/2028
04/01/2028	06/30/2028	Final	10/28/2028

REMARKS

1. **Grant Agreement**
between
the United States Department of the Interior
National Park Service
and
the Above-Named Grantee (Recipient)

Articles

1. Legal Authority

National Park Service (NPS) enters into this Agreement pursuant to:

- 1. 54 USC §302904 - Direct grants for the preservation of properties included on National Register
- 2. Further Continuing Appropriations and Other Extensions Act, 2024 enacted as Public Law 118-35
- 3. Consolidated Appropriations Act, 2024 enacted as Public Law 118-42
- 4. 54 USC §3001 *et seq.* - National Historic Preservation Act

2. Performance Goals and Project Objectives

- 1. Performance Goals - The objective of this agreement is to perform physical preservation of a site listed in the National Register of Historic Places. HPF grants are funded by the Historic Preservation Fund (HPF) and are administered by the NPS.
- 2. Project Objectives - Projects include a broad range of preservation activities for historic sites including architectural services, historic structure reports, preservation plans, and physical preservation to sites in keeping with the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*.

3. Public Purpose

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 27	DATE ISSUED 05/29/2025
GRANT NO. P25AP00294-00	

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

4. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C. 300101 *et seq.*, and in the Historic Preservation Grant Fund Manual, as applicable to Tribes.

The Statement of Work is further defined in an addendum at the end of this Notice of Award. The Recipient shall adhere to the approved Statement of Work as set forth in this addendum.

5. Responsibilities of the Parties

1. The Recipient agrees to:
 1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
 2. Perform work in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
 3. Notify NPS of all selected subawards/subgrants, contracts, and in-house projects via HPF Online.
 4. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.
 5. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317. This documentation must be submitted upon request to NPS.
2. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

6. Cost-Share Requirement

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

7. Pre-Award Incurrence of Costs

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

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 27	DATE ISSUED 05/29/2025
GRANT NO. P25AP00294-00	

8. Award and Payment

1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
2. Recipient shall request payment as applicable in accordance with the following:
 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.

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4. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
5. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

9. Reports and/or Outputs/Outcomes

1. Refer to the second page of the Notice of Award document for Federal Financial Report frequency and due dates. Performance Reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIS). Each report shall be submitted as described above.
3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission as defined in an addendum at the end of this Notice of Award.

10. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

11. Award Specific Terms & Conditions

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

12. Executive Orders and Department of the Interior Secretary Orders

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

Standard Terms and Conditions

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

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

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

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 10% de minimis rate per 2 CFR 200.414.

3. RESERVED

4. KEY OFFICIALS

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

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

5. PRIOR APPROVAL

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

6. PROPERTY UTILIZATION

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

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

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

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

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

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirements.

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

B. Proceedings You Must Report

i. Submit the information required about each proceeding that:

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

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

iv. Is one of the following:

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

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

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

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

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

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2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

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

D. Reporting Frequency

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

E. Definitions

i. For purposes of this award term and condition:

a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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

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

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

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

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

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

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

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(i) NPS personnel as operators or crew;

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

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

10. PATENTS AND INVENTIONS (37 CFR 401)

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

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

(a) Definitions

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

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

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

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

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

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

(b) Allocation of Principal Rights.

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

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

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

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

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

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

(d) Conditions When the Government May Obtain Title.

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

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

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

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

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

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

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successor of that party of the Recipient's business to which the invention pertains.

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

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

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

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

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

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

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

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

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park

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Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

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

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

- (1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
 - (2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.
 - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or
 - (4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special Provisions for Agreements with Nonprofit Organizations.

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

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;
- (2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the

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Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

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

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

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

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

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

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

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov](https://www.section508.gov), Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

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

b. Electronic documents with complex charts or data tables

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

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associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

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

13. LOBBYING PROHIBITION

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

14. ANTI-DEFICIENCY ACT

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

15. ASSIGNMENT

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

16. MEMBER OF CONGRESS

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

17. AGENCY

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

18. NON-EXCLUSIVE AGREEMENT

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

19. PARTIAL INVALIDITY

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

20. NO EMPLOYMENT RELATIONSHIP

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

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21. NO THIRD-PARTY RIGHTS

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

22. PROGRAM INCOME

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

23. RIGHTS IN DATA

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

24. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

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

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

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

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

25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

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

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

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

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

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

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

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver](#)

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[Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

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

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

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

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

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.

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11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved Buy America Requests | U.S. Department of the Interior \(doi.gov\)](#); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

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

Definitions

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

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

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

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

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

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

(b) Buy America Preference Alternative Small Award Term

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

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

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

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

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

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

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

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

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

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

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

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

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26. GEOSPATIAL DATA

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

27. SIGNATURES

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

Program Specific Requirements

1. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

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

2. Requirement for National Environmental Policy Act (NEPA) Compliance

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

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

3. Requirements for National Historic Preservation Act (NHPA) Compliance

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All funded grants are subject to the requirements of the National Historic Preservation Act (NHPA).

54 USC 300101 et seq. Through its grant programs, the NPS fosters conditions under which our modern society and our historic property can exist in productive harmony and fulfill the social, economic, and other requirements of present and future generations and contributes to the preservation of non-federally owned historic property and encourages the preservation and utilization of all useable elements of the Nation's built environment.

54 USC 306108 requires that federal agencies consider the effects of federally funded projects on historic properties. The Advisory Council on Historic Preservation (ACHP) has issued regulations in 36 CFR 800 to direct the review process. Pursuant to 36 CFR 800.14, federal agencies are allowed to develop Program Alternatives to tailor the review process to meet program needs. On August 28, 2024, the NPS, the ACHP, and the National Council of State Historic Preservation Officers signed the Programmatic Agreement Regarding Cultural Resources Grants and Financial Assistance (GFA PA).

54 USC 306107 directs federal agencies to the maximum extent possible, to minimize harm to National Historic Landmarks (NHL's). According to 36 CFR 800.10, any project involving an NHL that may have a direct or adverse effect on the NHL requires the recipient to notify the NHL Program regarding the proposed project. *See the specific instructions regarding coordinating with NHLs under "NPS Review of Planning/Design Documents for National Historic Landmarks" in this agreement regarding coordinating with NHLs.*

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

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

4. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
2. Administrative costs necessary to complete and administer the grant requirements;
3. Rehabilitation of properties;
 1. Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places or applicable Tribal Register;
 2. Unlisted properties that receive funding must complete and submit a nomination as part of the project;
 3. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and

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4. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
4. Cost for producing a nomination to the National Register of Historic Places (if applicable);
5. Cost for administering an easement/covenant for the property;
6. Cost for any required audits or financial requests;
7. Cost for the production of project signs;
8. Costs for public notice of grant opportunities;
9. Costs associated with required training or reporting; and
10. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

The total of administrative and indirect costs necessary to complete and administer the grant cannot exceed 25% of total cost (primary and subgrants combined). This limitation for the Historic Preservation Fund is by statute 54 USC 302902. Administrative costs as defined in the April 27, 2018 memo to the *Historic Preservation Fund Grants Manual* are:

Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

5. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

6. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and

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Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

7. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving this awarded grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by a grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Cost of posting, fabricating, and erecting notification are eligible grant costs.

8. Publicity & Press Releases

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

9. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number, block 4a of this Notice of Award's coversheet]. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

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1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

10. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

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

11. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS ATR within one year of grant agreement execution for review and comment.

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

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.
2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives

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\$300,000 in HPF funding, an amendment to add 15 years would be required.

3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

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

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

The grantee must submit the following:

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

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology &*

NOTICE OF AWARD (Continuation Sheet)

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Historic Preservation, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

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

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

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

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

14. Unanticipated Discovery Protocols

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

15. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

Compliance with this award term will satisfy the requirements of Article 26 "Geospatial Data" and contained within the Department of the Interior's General Terms & Conditions (effective June 1, 2023).

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

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation

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of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

17. Requirement for Training

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

18. Demonstration of Effort – Performance Goals

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

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

19. Notice of Financial Management Review

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

AWARD ATTACHMENTS

Department of Housing and Community Development, Division of Historic Year of
Incorporation Preservation

P25AP00294-
00

-
- 1. Digital Products Submission Guidelines
 - 2. Addenda to Budget, Scope, and Deliverables

Digital Product Submission Guidelines

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

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

What to submit:

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

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

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

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

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

Naming files for submission:

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

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

Required file formats and resolution standards:

- *Reports and publications*: PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *Photos*: JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
 - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** [Photo release forms are available on the STLPG website.](#)
 - **Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to the [NPS Documenting Historic Places on Film guidelines](#) for more information on photographing a variety of historic environments and buildings.
- *Videos*: MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio*: Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats](#).

Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted:
 - Grant Number
 - Subgrant Number (if applicable)
 - Title of Product
 - Filename
 - Product Creator(s) (give full names and their roles include up to 5 names or organizations)
 - Date Completed
 - Extent (number of pages, photographs, or length of audio/video files; use when applicable)
 - Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:

[Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_Index.docx

Ex. SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_Index.docx
- Only submit one index per submission, including all of the products in that submission

Submitting Your Files:

1. Email stlpg@nps.gov to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account with the subject '[RM Assistant Name] shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from no-reply@sharepointonline.com with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
 - a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
 - a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the stlpg@nps.gov account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and your files will not be considered submitted until this email is received.

Reviewing submitted files:

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

Addenda to Grant Agreement P25AP00294

1. Addendum to Approved Budget

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

Budget Item	Federal Admin	Federal Program	Recipient Share Admin	Recipient Share Program	Total
<i>Personnel</i>					\$ -
<i>Fringe Benefits</i>					\$ -
<i>Travel</i>					\$ -
<i>Supplies</i>		\$ 40,500.00			\$ 40,500.00
<i>Equipment</i>					\$ -
<i>Contractual</i>		\$ 234,500.00			\$ 234,500.00
<i>Construction</i>		\$ 225,000.00			\$ 225,000.00
<i>Other</i>					\$ -
<i>Indirect Costs</i>					\$ -
Total	\$ -	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00

2. Addendum to Article IV - Statement of Work

The Statement of Work is further defined to include:

1. Preservation and repair of the Bennington Battle Monument at 15 Monument Circle, Bennington, Bennington County, VT 05201, per the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, to include:
 - i. Preliminary archeological survey
 - ii. Masonry investigation and repair

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

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

1. Draft documents to be submitted digitally and reviewed as related to the Statement of Work:
 - i. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee, by name or title (see Department of the Interior Standard Terms and Conditions)
 - ii. Draft press release posted upon receipt of the grant funding (see Requirement for Project Sign & Public Notification)
 - iii. Selected consultant qualifications (prior to signing contract)

- iv. NEPA Environmental Screening Worksheet (see Requirement for NEPA Compliance)
[go.nps.gov/HPF-NEPA](https://www.nps.gov/HPF-NEPA)
 - v. Draft architectural and engineering plans and specifications at 75% when complete to initiate Section 106 and 110 Review and Consultation (See Compliance with Section 106 and Compliance with Section 110)
 - vi. Final architectural and engineering plans and specifications at 100% when complete for NPS/SHPO/THPO approval and final grant records
 - vii. Draft project sign (see Requirement for Project Sign & Public Notification)
 - viii. Draft preservation easement/covenant (see Easement/Covenant Requirement)
2. The Final Report must be submitted digitally and include:
- i. Before and after images of the project
 - ii. Copy of the executed covenant or easement
 - iii. Photo of the installed required project sign
 - iv. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicable

Budget Justification Worksheet

Historic Preservation Fund Grants

Budget must be clear and all work elements must be eligible, reasonable, and directly relevant to the project. Items must be broken out between administrative costs and program costs. Leave blank any sections for which no costs will be charged. All items in the budget must be justified in the project description. This worksheet does not replace the SF-424A application form. Information provided below must be consistent with the SF-424A and/or SF-424C.

Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO). Administrative costs plus any indirect costs charged to the grant may not exceed 25% of the overall project budget (Federal and matching share).

1. Personnel

Provide the titles, and names if applicable, of principal project personnel. Percent of time may be given as hours. Annual salary may be given as the hourly rate. Please note that grant funds may not be used to pay Federal employee salaries, nor may Federal salaries be used as match/cost share. Maximum hourly wages charged to this grant for personnel and consultants may not exceed 120% of the salary of a Federal Civil Service GS-15, Step 10. Current salary tables are available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

Title/Name of Personnel	% of Time	Annual Salary	# of Years	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
NA								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
				\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

For application tips and an FAQ go to <https://go.nps.gov/apptips>

Title/Name of Personnel	% Rate	Charged Salary	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
NA							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Location From/To	No. of People	No. of Days	Lodging and Per Diem	Transportation Costs per Person	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
NA									\$ 0.00
									\$ 0.00
									\$ 0.00
									\$ 0.00
									\$ 0.00
									\$ 0.00
									\$ 0.00
									\$ 0.00
									\$ 0.00
					\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

For application tips and an FAQ go to <https://go.nps.gov/apptips>

4. Equipment

List all tangible personal property with a per-unit acquisition cost of greater than \$5,000 and a useful life of more than one year. Each item of equipment must be approved by NPS in writing prior to purchase. Items worth less than \$5,000 or having a useful life of less than one year must be listed in **Supplies and Materials**. See [2 CFR 200.33](#).

Item	Total Cost	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
Dehumidifiers	56,000		\$ 28,000.00		\$ 28,000.00	\$ 56,000.00
Monitoring Set Up	25,000		\$ 12,500.00		\$ 12,500.00	\$ 25,000.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
		\$ 0.00	\$ 40,500.00	\$ 0.00	\$ 40,500.00	\$ 81,000.00

5. Supplies and Materials

Includes consumable supplies & materials to be used in the project and any items of expendable equipment (i.e. equipment with a useful life of less than one year). Items with a per-unit cost of more than \$5,000 and an estimated useful life of more than one year should be listed in **Equipment**.

Item	Total Cost	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
NA						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

6. Contractual/Consultant Fees

Include payments for professional and technical consultants participating in the project. For all consultants, please include either a flat rate **OR** a daily rate with estimated number of days. Maximum hourly wages charged to this grant for consultants may not exceed 120% of the salary of a Federal Civil Service GS-15, Step 10. Current salary tables are available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

Type of Consultant	Flat Rate	Daily Rate	# of Days	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
Archaeology Consultant	200,000		15-20		\$ 177,500.00		\$ 22,500.00	\$ 200,000.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
				\$ 0.00	\$ 177,500.00	\$ 0.00	\$ 22,500.00	\$ 200,000.00

7. Construction/Conservation Materials and Labor

Itemize by work elements (for example, “repair roof,” “underpin foundation”). “Lump sum” amounts must be broken into specific work components to be funded by the grant.

Item	Total Cost	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
Industrial Ropes Inspection and Material Removal	225000		\$ 225,000.00			\$ 225,000.00
Monitoring	12000				\$ 12,000.00	\$ 12,000.00
Dehumidifier Installation	25000				\$ 25,000.00	\$ 25,000.00
Structural Engineering Services for Seismic Analysis	57000		\$ 57,000.00			\$ 57,000.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
		\$ 0.00	\$ 282,000.00	\$ 0.00	\$ 37,000.00	\$ 319,000.00

8. Other

Include items not previously listed.

Item	Total Cost	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
NA						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

9. Indirect Charges

Indirect charges must be based on a federally-negotiated indirect cost rate or, if the organization has never previously had a federally-negotiated indirect rate, your organization may choose to use the 10% De Minimis indirect cost rate. The federally-negotiated rate or 10% De Minimis certification must be included in the application.

Type of Indirect Cost Rate	Expiration Date	Base	Percent	Federal Grant Funds, Admin	Match/Cost Share, Admin	Total
NA						\$ 0.00

10. Budget Summary

Category	Federal Grant Funds	Match/Cost Share	Total
1. Personnel	\$ 0.00	\$ 0.00	\$ 0.00
2. Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00
3. Travel	\$ 0.00	\$ 0.00	\$ 0.00
4. Equipment	\$ 40,500.00	\$ 40,500.00	\$ 81,000.00
5. Supplies and Materials	\$ 0.00	\$ 0.00	\$ 0.00
6. Contractual	\$ 177,500.00	\$ 22,500.00	\$ 200,000.00
7. Construction/Conservation	\$ 282,000.00	\$ 37,000.00	\$ 319,000.00
8. Other	\$ 0.00	\$ 0.00	\$ 0.00
9. Indirect Charges	\$ 0.00	\$ 0.00	\$ 0.00
Administrative Costs	\$ 0.00	\$ 0.00	\$ 0.00
Total Costs	\$ 500,000.00	\$ 100,000.00	\$ 600,000.00

For application tips and an FAQ go to <https://go.nps.gov/apptips>

11. Questionnaire

Organization's non-Federal operating budget for the most recently completed fiscal year: Year 2024 Budget _____

☒ Do you have policies and procedures in place that meet the financial management standards in [2 CFR 200.302](#)? If yes, please check the box.

If no, what mitigation measures are you proposing or what measures do you already have in place?

☒ Do you have a single audit and when was it submitted to the [Audit Clearinghouse](#)? If yes, please check the box.

If no, do you have another type or audit or annual financial statement?

☒ Can you certify that there is no overlap in Federal Funding in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal)? If yes, check the box

If any overlap or duplication does exist, please describe the overlap including when the overlapping or duplicative proposal(s) were submitted, to whom (entity and program), and when funding decisions are expected to be announced.

List any past HPF grants your organization has received in the past 5 years, the name of the project, and the location. Please list as well grants your organization has received from State Historic Preservation Offices or Tribal Historic Preservation Offices.

1. 2024: Vermont SHPO FY24 (P24AF01186) \$693,085); 2. 2023: Vermont SHPO FY23 (P23AF01006) \$693,085; Maritime Heritage

What are the sources of the non-federal match? List the secured and unsecured sources and amounts of non-federal match, which can be cash, donated services, or use of equipment.

Secured Match	Unsecured Match
H.882 Capital Budget Adjustment (FY2024 &FY2025) - \$100,000 cash	

From: [Alvey, James W](#) on behalf of [Preservation Grants Info, NPS](#)
To: [Alvey, James W](#)
Subject: Congratulations! Notice of FY24 HPF CDS Grant and Limits
Date: Monday, April 1, 2024 10:03:53 AM

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Dear CDS Recipient,

You have been appropriated a Congressionally Directed Spending Historic Preservation Fund grant from the FY2024 federal budget. These grants are managed by the National Park Service and all projects must meet the requirements of Federal Financial Assistance (OMB Circular 2CFR200) and the National Historic Preservation Act (54 USC 3001) (NHPA).

Instructions and necessary materials will be sent in May as NPS has just received the list of projects from Congress. Please be aware that we do not have ANY of the INFORMATION that you provided your Congressional office. We only know the name of your project, location, and contact information.

Important information:

1. **No work may begin nor proceed** until you submit required paperwork, a grant agreement is executed, and plans for your project move through review and compliance with NPS for meeting the Secretary of Interior's Standards, Section 106 and Section 110 of the NHPA, and National Environmental Policy Act review.
2. **No costs should be incurred** until a grant agreement is executed. All costs and contractors hired for federal grants must be competitively procured.
3. **We cannot pay for work that has already been completed** and did not go through review and compliance.

If you have reason to believe your project has already been reviewed under Section 106 and NEPA, you may submit that documentation now.

Please look for more information from NPS in May. Information on how to manage a grant from the Historic Preservation Fund can be found [here](#).

	Manage Grants - Historic Preservation Fund (U.S. National Park Service) This video provides the 2020 version of information for grantees to know about how to manage their grants. www.nps.gov
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Additional requirements for Historic Preservation Fund grants can be found [here](#).

Grant Requirements - Historic Preservation Fund (U.S. National Park Service) Historic Preservation Fund, grant requirements, managing, grants, African American Civil Rights, Underrepresented Communities, Paul Bruhn, Tribal Heritage, Save America's Treasures, Preserve America, HBCU, History of Equal Rights www.nps.gov
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Thank you and we look forward to working with you in May to develop a successful Historic Preservation Fund project.

STLPG

State, Tribal, Local, Plans & Grants

National Park Service

1849 C Street, NW Mail Stop 7360 (mail sent USPS will be irradiated)

Washington, DC 20240

202-354-2020

www.nps.gov/STLPG

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DUE TO COVID DO NOT MAIL TO OUR OFFICE - SEND DIGITALLY TO STLPG@NPS.GOV

Spending (CDS) Request Form

(Bennington Battle Monument Restoration)

Name & Contact Info	Mailing Address	Permanent Address
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* indicates a required field.

Section 1. Requesting Entity Information

The requesting entity is the name of the entity that will be the ultimate recipient of any CDS funding and the agent responsible for executing those funds for their proposed purposes.

1. Requesting Entity Name *
State of Vermont Division for Historic Preservation (Agency of Commerce and Community Development)
2. Requesting Entity City *
Montpelier
3. Requesting Entity County
Washington
4. Requesting Entity Mailing Address *
1 National Life Dr., Davis Building, 6th floor
5. Requesting Entity Point of Contact (POC) *
Laura V. Trieschmann
6. Requesting Entity POC Email Address *
laura.trieschmann@vermont.gov
7. Requesting Entity POC Phone Number *
8025053579
8. Requesting Entity Type *
State Government
9. Requesting Entity Employer Identification Number (EIN) *
03-6000274
10. Please enter the name and affiliation of any third party consultant(s) who assisted your organization in developing the FY24 CDS request, or who may otherwise advocate for the request on your organization's behalf.
Secretary Lindsay Kurrle, Vermont Agency of Commerce and Community Development (advocate); Cory Frehsee, Stevens & Associates and Edmund Meade, Silman (structural & electrical assessment team leader)

Relevant Appropriations Subcommittee

CDS requests are funded through a variety of spending bills (organized by subcommittee), and within these spending bills, accounts (more specific programs). Please keep these accounts and their requirements and limitations in mind when applying. However, we encourage Vermonters to apply even if they are not sure which account their project may fit into. My staff will work to determine which, if any, accounts a project may be able to be funded through. Below is a list of accounts within each subcommittees’ spending bill, followed by a summary of each account’s requirements.

11. Please Scroll Down and Answer Questions 12-27 based off of the Appropriate Subcommittee. *
Interior, Environment, and Related Agencies

Related Agencies:

Below is guidance for CDS within the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations bill. The office anticipates the following accounts to be eligible sources of CDS funding for FY24:

Agricultural Research Service - Building and Facilities (ARS B&F)

Project requests for ARS B&F may only include funding for repairs and maintenance to existing facilities. Funding for construction of a building will not be considered.

Animal and Plant Health Inspection Service - Salaries and Expenses:

Projects must meet environmental review requirements (e.g., the National Environmental Policy Act and the Endangered Species Act). While the entire S&E account is open for CDS requests, below are the line items within the account that are most compatible with CDS:

- Field Crop & Rangeland Ecosystems Pests
- Pest Detection
- Plant Protection Methods Development
- Specialty Crop Pests
- Tree & Wood Pests
- Wildlife Damage Management
- Wildlife Services Methods Development
- Veterinary Diagnostics
- Equine, Cervid and Small Ruminant Health
- Additionally, the following APHIS programs have matching requirements:
- Grasshopper/Mormon Cricket (Field Crop & Rangeland Ecosystems Pests) – 100 percent on Federal land (including most tribal trust lands), 50 percent of the cost on state land, and 33 percent of cost on private land
- Brucellosis (Cattle Health) – 40 percent match
- Wildlife Services – 50 percent match

Natural Resources Conservation Services (NRCS) - Watershed and Flood Prevention Operations (WFPO)

Each project must contain benefits directly related to agriculture, including rural communities that account for at least 20 percent of the total benefits of the project. An applicant must certify that a program sponsor has contacted their NRCS state office and the proposal meets all program requirements, including financial requirements.

Rural Development - Community Facilities Grants

This account will fund between up to 75 percent of total project costs depending on the community's population and median income. All projects must meet environmental review requirements. The match requirements are outlined in the CF regulation 7 CFR 3570.63(b). Applicants must complete an application if awarded a CDS in the final bill. All applicants must contact the Vermont Rural Development office and confirm that their proposed project meets the program's eligibility requirements (<https://www.rd.usda.gov/contact-page/vermont-contacts>).

Rural Development - Distance Learning, Telemedicine, and Broadband Program (DLT) Grants

All applicants must be able to satisfy the program's flat 15 percent non-federal matching funds requirement prior to a CDS request being approved. Broadband deployment is not an eligible use of funds for DLT. A full list of eligible entities, uses, and limitations are listed in 7 CFR Part 1734 Subpart A and B.

12. Agriculture, Rural Development, Food and Drug Administration, and Related Agencies - Eligible Accounts

No answer.

If Commerce, Justice, Science and Related Agencies

National Institute of Standards and Technology - Scientific and Technical Research Services (STRS); External Projects

Projects should address standards-related research and technology development. Construction projects will not be accepted.

National Institute of Standards and Technology (NIST)- Construction of Research Facilities; Extramural Construction

The Committee will accept CDS for NIST Construction projects for non-Federal research facilities at research institutions and colleges and universities.

National Oceanic and Atmospheric Administration (NOAA) - Operations, Research, and Facilities (ORF); Special Projects

Projects should address fisheries, marine mammals, ocean, climate, weather, and atmospheric research and programs. Construction projects will not be accepted.

Department of Justice - Office of Justice Programs, State and Local Law Enforcement Assistance, Byrne Discretionary

Projects should provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice systems. Awarded grants will be subject to the requirements of 2 CFR Part 200 and the DOJ Grants Financial Guide, and the DOJ Grants Financial Guide. Allowable costs are those costs consistent with the principles set out in the 2 CFR Part 200, Subpart E, and those permitted by the grant program’s authorizing legislation. To be allowable under Federal awards, costs must be reasonable, allocable, and necessary to the project, and they must also comply with the funding statute and agency requirements. This funding cannot be used for land acquisition or construction.

Department of Justice - Community Oriented Policing Services (COPS), COPS Law Enforcement Technology and Equipment

Projects should provide for the development of technologies and automated systems to assist law enforcement agencies in investigating, responding to, and preventing crime. Allowable activities are limited to the statutorily allowable purpose areas under the COPS Office statute. Awarded grants will be subject to the requirements of 2 CFR Part 200 and the DOJ Grants Financial and the applicable Award Owner’s Manual.

National Aeronautics and Space Administration (NASA) - Safety, Security and Mission Support (SSMS)

Projects should focus on science education, research, and technology development related to NASA’s mission. Medical research projects and projects at NASA-owned Visitor Centers or a State’s designated Space Grant Consortium will not be funded. This account does not fund construction but could be used for equipment, research funding, or education programs.

13. Commerce, Justice, Science and Related Agencies - Eligible Accounts

No answer.

If Energy and Water Development, and Related Agencies

Department of Energy

While the Subcommittee will consider requests in the Department of Energy, it is expected to provide very few such items. The Committee will not fund projects for multiple years, the funding requested should reflect a funding amount that can complete the project. The Committee will not fund construction of buildings or new facilities (no brick and mortar), even if it will have clean energy associated with it; nor will it fund electric vehicle charging projects, unless the project is connected to larger clean energy sources (like a battery) or has clean energy applications beyond the charging station. Statutory cost sharing requirements may apply to these projects, as required by section 988 of the Energy Policy Act of 2005. The amount of required cost sharing will depend on the scope and technological maturity of the project.

- Research or development activities of a basic or fundamental nature: no minimum cost share.
- Research or development activities of an applied nature: minimum 20 percent cost share
- Demonstration or commercial application: minimum 50 percent cost share.
- Some projects may contain elements of more than one of the categories shown above. Therefore, some projects may have a blended cost share

Further, this year's requests will be submitted into a single Department of Energy earmark account, and requests must fit under at least one of the five topic areas listed in the Department of Energy: "Energy Projects" below:

- Renewable and Clean Energy projects
- Electricity and Energy Resiliency projects
- Cybersecurity and Energy Security projects
- Nuclear Energy Projects
- Fossil Energy or Carbon Management Projects

Corps of Engineers and Bureau of Reclamation

For the Corps of Engineers and Bureau of Reclamation, only authorized projects and programs will be considered for funding. For the Corps of Engineers, with the exception of Operation and Maintenance, an authorized project or program that has not received funding in prior years is considered a new start. Few, if any, new starts will be funded.

14. Energy and Water Development, and Related Agencies - Eligible Accounts

No answer.

If Financial Services and General Government

Below is guidance for CDS within the Financial Services and General Government Appropriations bill. Eligible projects include those that support entrepreneur training, counseling, research, and construction or acquisition of facilities. Projects should align with the goals of SBA's existing grant programs. Unfortunately, requests for seed capital that can be loaned out to other businesses are not eligible for CDS funding. The office anticipates the following accounts to be eligible sources of CDS funding for FY24:

- Small Business Administration, Administrative Provision
- National Archives and Records Administration, National Historical Publications and Records Commission
- National Archives and Records Administration, Repair and Restoration
- General Services Administration, Federal Buildings Fund, Construction and Acquisition
- Office of National Drug Control Policy – Prevention Grants

15. Financial Services and General Government - Eligible Accounts

No answer.

If Homeland Security

Federal Emergency Management Agency - Pre-Disaster Mitigation Projects

Requested projects must meet the eligibility requirements of the Building Resilient Infrastructure and Communities (BRIC) grant program, including the cost-share requirement, benefit cost ratio, and environmental and historic preservation requirements. Requirements can be found in the most recent Notice of Funding Opportunity (https://www.fema.gov/sites/default/files/documents/fema_nof-fiscal-year-2021-building-resilient-infrastructure.pdf). For any projects designated for funding in the final fiscal year 2024 Homeland Security Appropriations Act, the state agency responsible for administering mitigation grants in the requestor's state must submit an application to the Federal Emergency Management Agency, and that entity will serve as the administrative agent for the grant.

In addition to the BRIC grant program requirements listed above, the subcommittee will principally seek to satisfy member requests for eligible projects that are important to states and local communities but which may not receive adequate attention under the larger BRIC program.

Federal Emergency Management Agency - Emergency Operations Center Grant Program

Requested projects must meet the eligibility requirements of the Emergency Operations Center grant program, including the cost-share requirement and environmental and historic preservation requirements. Requirements can be found in the most recent Notice of Funding Opportunity (<https://www.grants.gov/web/grants/view-opportunity.html?oppId=95433>).

For any projects designated for funding in the final fiscal year 2024 Homeland Security Appropriations Act, the state administrative agency (SAA) must submit an application to the Federal Emergency Management Agency, and that agency will serve as the administrative agent for the grant. Therefore, all project proposals must be accompanied by a letter of support from the appropriate SAA affirming that it believes the project is eligible.

16. Homeland Security - Eligible Accounts

No answer.

If Interior, Environment, and Related Agencies

Environmental Protection Agency (EPA) - Water and Wastewater Infrastructure

The subcommittee will accept CDS requests projects included in a state's most recently finalized Clean Water or Drinking Water State Revolving Fund Intended Use Plan (IUP) as well as projects that are eligible for funding under State Revolving Loan Fund (SRF) guidelines, but are not on the IUP list. There is a minimum 20% cost-share requirement for any project. Only the non-federal portion of assistance provided by a SRF can be applied to a project's matching requirement. For tribal projects, only projects included on the Indian Health Services' Sanitation Deficiency System list will be considered eligible.

Indian Health Service (IHS) - Sanitation Facilities Construction

For this account, the subcommittee will accept CDS requests for projects included on the Indian Health Services' (IHS) Sanitation Deficiency System (SDS) list.

EPA - Science and Technology, Research: National Priorities

Project requests may be considered for high priority if lines of research relate to environmental quality and human health.

EPA - State and Tribal Assistance Grants (STAG)

Requests will only be considered for projects related to existing funding categories and activities within the STAG account that will result in improvements in environmental quality and/or human health.

National Park Service - Historic Preservation Fund (HPF)

All HPF grantees must meet standards set by the Secretary of the Interior and comply with the audit requirements, and each successful CDS recipient must complete an application through <http://grants.gov>. The maximum project amount is \$500,000.

United States Forest Service - State and Private Forestry

Eligible activities within this account include forest health management, fire protection, wood innovation, and urban and community forestry. Project requests should be part of the state's Forest Action Plan or contribute to meeting the goals of the Forest Action Plan.

Land and Water Conservation Fund (LWCF), Legacy Restoration Fund (LRF), and Land Management Agency Construction (LMCON)

The subcommittee will only consider CDS requests for projects that are not included in or are above the amounts provided in the FY23 President's Budget Request. The subcommittee will have a strong preference for projects included on the LWCF, LRF, and LMCON lists that accompany the FY23 President Budget Request pursuant to the Great American Outdoors Act.

Land Management Agencies - Local Projects and Research

Proposed projects should contribute to local, state, and federal efforts to benefit species, habitat, and/or enhanced stewardship of land and water resources. Project funding is not intended to fund operations or maintenance of existing programs.

Bureau of Indian Affairs - Operation of Indian, Special Initiatives

The subcommittee will consider requests that invest in Tribal communities, create economic opportunities, and foster cultural heritage.

17. Interior, Environment, and Related Agencies - Eligible Accounts

National Park Service - Historic Preservation Fund (HPF)

18. (If applicable) Please select the relevant plan/list that your project appears on

No answer.

19. (If applicable) Please enter the name of the project as it appears on the relevant plan/list selected above

No answer.

If Labor, Health and Human Services, Education, and Related Agencies

Department of Labor - Employment and Training Administration (ETA), Training and Employment Services

CDS projects funded by ETA must be focused on meeting the employment and training needs of workers. These projects should include direct services which could include career services, training services, supportive services, and other permissible services, as they are defined in WIOA. Projects will be required to report on performance outcomes for participants and should include a meaningful connection to the local workforce development system. Some CDS funding may be used for the purchase of equipment or curriculum development. If a significant amount of CDS funding is to be used for equipment or curriculum development, provide a detailed justification for how such costs relate to meeting the needs of workers.

Department of Health and Human Services - Health Resources and Services Administration (HRSA)

Projects must fall under one of the following categories: Health Facilities Construction and Equipment, Health Professions Education and Workforce Development, or Rural Health.

Department of Health and Human Services – SAMHSA, Health Surveillance and Program Support

Projects must fall under one of the following categories: Mental Health, Substance Abuse Treatment, or Substance Abuse Prevention. The subcommittee is prohibited from funding projects that distribute sterile needles or syringes for IV drug injection or promote the legalization of illegal drugs or substances.

Department of Health and Human Services – Administration for Children and Families

Projects must fall under one of the following categories: Child Abuse Prevention or Social Services Research and Demonstration.

Department of Health and Human Services – Administration for Community Living

Projects must improve the ability of older adults and individuals of all ages with disabilities to live independently and participate fully in their communities.

Department of Education – Innovation and Improvement, Fund for the Improvement of Education

Projects can support a wide variety of projects, including curricula development, early childhood education, afterschool centers, and teacher training. Eligible grantees include state education agencies, school districts, colleges and universities, and other public and private nonprofit entities.

Department of Education – Higher Education, Fund for the Improvement of Postsecondary Education

Projects can support a variety of purposes, including hiring, training, curricula development, and student support. Eligible grantees include colleges and universities and other public and nonprofit organizations.

20. Labor, Health and Human Services, Education, and Related Agencies - Eligible Accounts

No answer.

If Military Construction, Veterans Affairs, and Related Agencies

CDS funding will only be provided to projects in specific locations that were not included in the FY24 President's Budget Request or the FY23 President's Budget Request (whichever is higher). The office anticipates the following accounts to be eligible sources of CDS funding for FY24:

- Military Construction, Army
- Military Construction, Navy and Marine Corps
- Military Construction, Air Force
- Military Construction, Defense-Wide
- Military Construction, Army National Guard
- Military Construction, Air National Guard
- Military Construction, Army Reserve
- Military Construction, Navy Reserve
- Military Construction, Air Force Reserve

Requests may include major construction, unspecified minor military construction, and planning and design, however, only certain major military construction projects within these accounts are eligible for CDS. Eligible projects can be found on three types of lists, outlined below, which are provided to Congress by the Department of Defense, and contain requirements which have been validated and vetted by the appropriate Service or Agency.

Future Years Defense Program (FYDP)

Each military department, to include the Guard and Reserve, as well as Defense-Wide agencies, plans its major military construction program five years into the future. FYDPs identify these future planned projects, which are candidates for CDS requests. Some of the lists can be found on the website of the Under Secretary of Defense (Comptroller).

Unfunded Requirements/Priorities Lists (UFR/UPL)

In addition to the annual budget request and as required by law, each military department submits to the congressional defense committees a document identifying unfunded priorities that could be funded if additional appropriations were provided.

Cost-to-Complete (CTC)

Variables such as construction market conditions can affect cost estimating throughout the military construction programming process, and as such, DOD can experience cost increases that cannot be sufficiently covered by available appropriated funding. In these cases, the military departments may submit a list of projects separate from the budget request that have received an authorization and appropriation, but require additional funding to be completed.

The subcommittee will only provide funding which can be executed in the year of appropriation, and therefore CDS eligibility is further limited by the ability to execute funding. Eligible major military construction projects must therefore be:

- Authorized in the FY23 or prior year NDAA
- At 35 percent design or higher with a DD 1391 form
- Prepared to award a construction contract in FY24

21. Military Construction, Veterans Affairs, and Related Agencies - Eligible Accounts

No answer.

If Transportation, Housing and Urban Development, and Related Agencies

Department of Transportation - Transportation Planning, Research, and Development (TPR&D)

The subcommittee will only consider projects eligible under Title 23 or Title 49 of United States Code (USC). Please provide a link to the project's website.

Department of Transportation - Grants-in-Aid for Airports (AIP)

The subcommittee will only consider projects eligible under Chapter 471 of Title 49, USC. Please provide the name of the relevant airport and a link to the airport master plan website that includes the requested project.

Department of Transportation – FAA Facilities and Equipment (F&E)

The subcommittee will only consider projects eligible for terminal air traffic control tower facility replacement projects eligible under Part A of Subtitle VII of Title 49, USC. Please provide the name of the relevant facility and a link the project's website.

Department of Transportation - Highway Infrastructure Program (HIP)

The subcommittee will only consider projects eligible under Title 23, USC. Please provide the total cost of the project, and a link to the Statewide Transportation Improvement Plan (STIP) or Transportation Improvement Plan (TIP) that includes the requested project. The total cost of the project should be consistent with the total cost listed in the STIP or TIP.

Department of Transportation - Transit Infrastructure Grant (TIG)

The subcommittee will only consider projects eligible under Chapter 53 of Title 49, USC. Please provide the total cost of the project, and a link to the STIP or TIP that includes the requested project. The total cost of the project should be consistent with the total cost listed in the STIP or TIP.

Department of Transportation - Consolidated Rail Infrastructure and Safety Improvement (CRISI) Grants

The subcommittee will only consider projects eligible under Chapter 53 of Title 49, USC. Please provide the total cost of the project, and a link to the State Rail Plan that includes the requested project. The total cost of the project should be consistent with the total cost listed in the State Rail Plan.

Department of Housing and Urban Development - Economic Development Initiatives (EDI)

The subcommittee will only consider projects eligible under Section 5305 of Title 42, USC. If applicable, please provide a link to the project website or to the HUD five year Consolidated Plan or Annual Action Plan if the project is included or complements planned or current projects within these required plans. Please describe how the project will either 1) benefit low- and moderate-income communities; 2) prevent or eliminate blight, and/or 3) address urgent community development needs.

22. Transportation, Housing and Urban Development, and Related Agencies - Eligible Accounts

No answer.

23. (If applicable) Please provide a link to the project website below

No answer.

24. (If applicable) Please provide a link to the relevant Airport Master Plan/STIP/TIP/State Rail Plan

No answer.

25. (If applicable) Please enter the name of the project as it appears on the relevant STIP/TIP/State Rail Plan

No answer.

26. (EDI Only) Please describe how the request aligns with the three National Objectives of the broader Community Development Block Grant program--1) to benefit low- and moderate-income communities; 2) to prevent or eliminate blight; and/or 3) to address

No answer.

If Subcommittee Unknown

If you are unsure of which subcommittee your request falls under, please consult the general guidance provided by the Senate Appropriations Committee for the FY23 cycle here: <https://www.appropriations.senate.gov/fy-2023-appropriations-requests-and-congressionally-directed-spending>. The second page of this document contains links to lists of eligible accounts within the jurisdiction of the nine subcommittees that accepted CDS requests in FY23. While we expect that FY24 will proceed in largely similar fashion, please be aware that the requirements or availability of individual accounts may change.

Section 2. CDS Request Information

CDS awards provide funding to specific projects. Please detail the project you seek funding for below

1. **Project Name ***

Bennington Battle Monument Restoration Investigation

2. **Amount of Funding Sought ***

\$500,000 for \$12 million project

3. **Project Location (list town(s), region(s), or “statewide”) ***

Bennington

4. **Problem/Issue Statement ***

Please provide a brief description of the problem or issue that the project aims to address.

Bennington Battle Monument, completed in 1891, is constructed of Sandy Hill dolomite (limestone quarried in New York). Since March 2022, the monument has been the subject of extensive examination by structural, electrical, mechanical, and stone engineers to understand the moisture issues, elevator and electrical failures, and cracking/spalling of stone and mortar. Primary observations of this monitoring have documented approximately 3,000 to 5,000 cracks in the exterior stone, causes of which are not yet known. Bulk moisture migrates through the walls with water flowing down the face of the interior walls and forming thick ice. Efflorescence, failing mortar joints, extreme freeze-thaw cycles, moisture/humidity issues, leachate deposits, and exfoliation of the stone indicate deterioration and moisture-related problems affecting the stone and mortar, and the steel stair, elevator, and electrical. Many of the effects experienced today are the result of inappropriate and failing repairs of the 1950s and 1980s, or the lack of sufficient maintenance repairs due to high estimates. The original stone used to construct the monument may not have been the optimal choice, as it is a hard stone susceptible to moisture migration and freeze-thaw damage. The next step of investigation by a masonry conservator along with geotechnical and mechanical engineers will examine the compatibility of the stone with existing mortars and proposed mortar solutions, as well as compatible repairs to address cracks and spalling. A thorough examination with choreographed scopes of restoration work (estimated \$12 million total) are essential to properly preserve the monument and ensure public enjoyment and safety.

5. **Project Description ***

Please describe how you will use funds to address the problem or issue.

The challenge is to reduce the amount of moisture that is migrating into the walls in the first place, and to repair or improve the damage that has already been done. This means finding a workable solution for the thousands of existing cracks, understanding the causes of the cracking to limit future cracking, and restoring damage in a way that will not perpetuate past issues, or cause new issues. Investigations, which are still ongoing, by Silman and Vertical Access have included hands-on, close-up examination of the exterior. Limiting the extreme moisture in the walls is a high priority as it will reduce the freeze-thaw action and prolong the service life the mortars, electrical, and elevator systems. The differential moisture profile and incompatible mortars or improper epoxies of previous repairs are also contributing to the stresses and resulting cracking of the stones. This project enables the continuation of investigations to the causes of cracking and differential moisture profile to best understand the causes and effects. The structural, electrical, and stone engineers shall be establishing a full repair scope that will make the outer walls more weather resistant, then implement an effective ventilation system to move the air internally to assist in drying out the structure. This entails devising a ventilation system, grout injections, deep rake and repointing with compatible mortar, removal/replacement of select stones, and pinning corners of masonry. With the mitigation of moisture, outdated electrical, elevator systems, and steel-framed stairs shall be addressed as the freeze-thaw cycles and moisture/humidity are rapidly degrading these elements.

...included as part of Senator Sanders' FY24 Appropriations Request, and why it is and appropriate use of taxpayer funds. Please also state how performance will be measured to determine the success of the project.

Bennington Battle Monument is the tallest man-made building in the State of Vermont, completed in 1891 to commemorate the Battle of Bennington. A pivotal victory for American forces on the New England front of the American Revolution, the battle of August 16, 1777 was forged by Vermont's Green Mountain Boys, the New Hampshire Militia, and volunteers from Massachusetts, who defeated British troops charged with capturing provisions stored at the Bennington military supply depot – this is the site of the Bennington Battle Monument. All three states, plus the federal government and donations from Americans, funded the design and construction of the monument. It is the second tallest unreinforced masonry building in the US and is the most visited Vermont State Historic Site, typically welcoming 30,000 visitors a year. The monument is a regional memorial of the America fight for independence, an innovative landmark of Vermont's heritage, and a symbol of the town of Bennington. It provides vistas of Massachusetts, New Hampshire, and Vermont from the observatory set at 177 feet within the 306-foot building. Visitation is now hampered by the challenges this building is experiencing, some of which have plagued the monument since the 1920s. Now with the issues identified, the continuing investigations can focus on the monitoring and solutions in the immediate. The measurable success will be identifiable solutions, choreographed solutions, and cost estimates. This will address remediation of differential moisture profile for less humidity and freeze-thaw cycles, and reduced cracking and spalling of stone and mortar. The multi-year project will have quantifiable progress, further stabilization and monitoring of the masonry, electrical repairs (removal of outdated/unsafe electrical), elevator modernization (replacement of the 1950s cab), and repair/replacement as needed of the steel frame and stairs (now closed for safety reasons). Our goal is to have the monument open as much as possible during the project to enable the public to learn about the restoration process. This work shall be a highlight of the Semiquincentennial, allowing exploration of why and how this significant landmark was constructed and its stewardship.

7. **Project Summary ***

Using plain language, please summarize your project: what it is, what it will do, and who will benefit.

As part of the significant restoration of the Bennington Battle Monument (completed in 1891), this project will continue the in-depth investigations of the identified issues to seek workable solutions for the thousands of existing cracks, understanding the causes of the cracking to limit future deterioration, and commencing restoration of damage in a way that will not perpetuate past issues, or cause new issues. Under the direction of a contracted masonry conservator, geotechnical engineer, and mechanical engineer, among other professional experts, this portion of the project would seek to identify some of the known moisture issues and provide recommendations for ventilation or condition controls to allow the interior conditions an opportunity to dry out naturally. Examination of the causes with permanent monitoring and repair solutions for the issues are essential to the success of the restoration and preservation of this iconic monument. Several of the identified issues plaguing the monument today are the result of inappropriate and incomplete repair work, and the lack of follow-thru of recommended restoration work. It is time to fully examine the problems, causes, and solutions to ensure the correct and best preservation efforts and safety measures are fully undertaken, noting cause and effect. The Bennington Battle Monument, recalling a significant battle of the American Revolution for independence, is the second tallest unreinforced masonry building in the US and is the most visited Vermont State Historic Site, typically welcoming 30,000 visitors a year.

The exploration and monitoring of Bennington Battle Monument began in March 2022; contracting has been amended to enable further and more detailed examination of identified issues, and remediate debris removal for public safety. The interim reporting by the assessment team in December 2022 estimated the continued exploration and full restoration will reach \$12 million. The next scope of the project will examine the identified issues with an eye to the causes and solutions to ensure the correct and best preservation efforts and safety measures are fully undertaken.

Scope and Funding:

Masonry Conservator & Material Testing	\$60,239
Building Enclosure & Hygrothermal Review	\$15,960
Mechanical Engineering	\$5,775
Water Spray & IR Testing	\$3,350
Preservation Architecture	\$18,000
Masonry Strength Testing	\$62,003
Structural Engineering	\$65,000
Lightning Protection	\$1,838
Preliminary Geotechnical Investigation	\$31,500
Crack Monitoring	\$37,685
Roped Access for Inspection/Debris Removal	\$81,407
Roped Access for Water Spray Testing	\$8,008
Project Coordination and Reporting for Next Steps	\$246,455
Total	\$637,220

9. **Additional Sources of Funding**

Please detail any additional sources of funding for the project.

The estimated total for the project, from investigation to structural, electrical, steel-frame stair, and elevator restoration, is \$12 million. Additional funding will be requested through the Semiquincentennial grant (NPS \$700,000 ask), with State of Vermont historic site maintenance allocations, and donations/fundraising.

10. **Please list any members of Senator Sanders’ staff that you interacted with in the course of preparing and/or submitting this request**

Haley Pero

Section 3. Affirmations and Acknowledgements

Please affirm and acknowledge each of the following:

1. **Submission of a request that meets the requirements of this form as well as any subsequent requirements that may be promulgated by the Office of Senator Sanders or the Senate Committee on Appropriations does not guarantee the award of federal funding** *
I acknowledge on behalf of the requesting entity.
2. **This request and any information submitted in support of it may be made public in part or in their entirety.** *
I acknowledge on behalf of the requesting entity.
3. **The requesting entity will comply with any request presented to them by the Government Accountability Office, the Office of Inspector General of a federal agency, Congress, or any other federal entity performing an audit, investigation, or oversight** *
I affirm on behalf of the requesting entity.
4. **Any funding award associated with this request does not guarantee support or funding in future fiscal years.** *
I acknowledge on behalf of the requesting entity.

5. This request has been reviewed and is supported by the requesting entity's leadership and governing body (if applicable). *
DocuSign Envelope ID: 4B7AE3E4-DE09-44A4-BEE0-7D92E9E7E06E
DocuSign Envelope ID: 6EBB65B6-04B1-4BE6-A22A-D780F665FA4E
I acknowledge on behalf of the requesting entity.

Project Description Worksheet

1. Historic Resource (Property or Collection) Name:

Bennington Battle Monument State Historic Site

2. Historic Resource Address:

Street Line 1 15 Monument Circle

Street Line 2

City Bennington

State Vermont

County Windham

Zip Code or Postal Code: 05201

3. Does the Applicant own the historic resource?

Yes ☒

No ☐

4. Type of Applicant:

States, Territories, Freely Associated States

5. Grant Program applying for:

Save America's Treasures, Preservation

6. Type of Project:

Physical Preservation

7. Federal Share Requested: \$ 500,000.00

Applicant Share to Commit: \$ 100,000.00

Total: \$ 600,000.00

8. National Register Information System Number (NRIS), if applicable:

71000054

9. Applicant has received a previous Save America's Treasures grant:

Yes ☐

No ☒

Resource – Briefly identify and describe the resource that will be assisted by this award

The tallest man-made building in the State of Vermont commemorates the Battle of Bennington, a pivotal victory for American forces on the New England front of the American Revolution. On August 16, 1777, Vermont's Green Mountain Boys, the New Hampshire Militia, and volunteers from Massachusetts, defeated British troops charged with capturing provisions stored at the Bennington military supply depot --the site where the monument stands today. Bennington Battle Monument is the second tallest unreinforced masonry building in the United States; the first is the Washington Monument, which is the tallest unreinforced masonry building in the world. It was listed in the National Register of Historic Places in 1971 for its national significance under engineering and architecture.

Designing of a monument to mark the site of a critical supply depot began in earnest in 1876 with the incorporation of the Bennington Battle Monument Association. Former Governor Hiland Hall spearheaded the commemoration efforts, fearing that “a smaller monument would remain unknown to the world and would dwindle into an obscure art gallery.” The third design of J. Phillip Rinn, a well-known Boston architect, developed into the 306-foot monument that we see today. Ground was broken on June 4, 1887 with a ceremony marking the laying of the cornerstone on the 110th anniversary of the battle. The two-ton capstone was set on November 25, 1889. Bennington Battle Monument was dedicated on August 19, 1891, with a grand ceremony lead by President Benjamin Harrison and a gathering of tens of thousands of onlookers.

Project – Briefly identify and describe the project tasks and needs that justify those tasks

The project involves four major components:

- 1) archaeological investigations of Bennington Battle Monument and Monument Circle
- 2) monitoring and analysis of existing conditions and addressing failing exterior materials using industrial rope access technicians
- 3) extension of health monitoring and analysis for moisture, temperature, humidity, cracks, and deflection and installation of dehumidifiers.
- 4) seismic analysis, monitoring, and investigation.

1) archaeological investigations of Bennington Battle Monument and Monument Circle

Bennington Battle Monument sits proudly at the center of Monument Circle, an area once improved by buildings significant to the early history of Vermont and bisected by a street. This has been documented by photographs, maps, and deeds. To allow for the construction of the monument in 1887, all buildings were demolished and the 5.8 acres of land to be called Monument Circle was filled and leveled. Consequently, there is a strong possibility that foundations and archaeological deposits related to these buildings and the construction of the monument remain intact under the soil. This project is designed to identify these deposits and, if present, identify their National Register eligibility and ensure there are no adverse effects. Bennington Battle Monument commemorates the Battle of Bennington on August 16, 1777; identifying the exact location of the Continental

Management – Briefly identify the management team for this award and describe how team will ensure compliance with the program statute, regulations, and guidance

The project will be managed by the Vermont State Historic Preservation Officer, Laura V. Trieschmann, and the Director of Preservation for the State Historic Sites, James Duggan. Ms. Trieschmann will be charged with managing all compliance efforts, reporting, financial documentation, close out of the project, and coordination with NPS staff. Mr. Duggan will ensure the scope of work as awarded will be followed, financial spending is administered per state and federal rules, the timeline of the project remains on task, and the work conforms to the Secretary of the Interior's Standards for Rehabilitation.

Timeline

- 1) archaeological investigations of Bennington Battle Monument and Monument Circle
 - a. Spring/summer of 2025 through 2026
- 2) monitoring and analysis of existing conditions and addressing failing exterior materials using industrial rope access technicians
 - a. Summer 2025
 - b. Summer 2026
 - c. Summer 2027
- 3) extension of health monitoring and analysis for moisture, temperature, humidity, cracks, and deflection and installation of dehumidifiers.
 - a. Monitoring Set up: 2026
 - b. Ongoing and continuous monitoring: 2027
 - c. Installation of dehumidifiers: spring/summer 2026