# Kansas Rural Preservation Grants Manual 2024

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# Kansas Rural Preservation Grant

# INTRODUCTION

The Kansas Rural Preservation (KRP) program is funded through a grant from the Paul Bruhn Historic Revitalization Grants Program administered by the National Park Service (NPS) of the Department of the Interior. The Kansas State Historic Preservation Office (SHPO) applied for and was awarded $750,000 from the Paul Bruhn Historic Revitalization Grants Program in 2022 and has utilized those funds to establish the KRP subgrant program.

The KRP program will provide reimbursement to owners of historic properties in rural Kansas communities for costs associated with architectural/engineering services and physical preservation projects that meet the Secretary of the Interior's *Standards & Guidelines for Archeology and Historic Preservation.*

Although the funds are provided by the NPS, the program is administered by the Kansas SHPO, which is in the Kansas Historical Society (KSHS). The SHPO may establish provisions that are unique to the needs of the Kansas program and state laws. The SHPO must, however, meet any federal requirements established by the NPS. These are found in the Historic Preservation Fund Grants Manual, the particular provisions of the Paul Bruhn Historic Revitalization Grants Program materials, and in circulars distributed by the Office of Management and Budget. This guide is written to supplement the manual and to focus on those aspects of grant administration most encountered in typical rehabilitation projects. This manual represents a selection of those aspects of the manual relevant to most KRP grants. Please consult SHPO staff for additional information or interpretations of requirements when needed.

The guide has been designed to direct you through the process of initiating and completing a KRP grant project, therefore, it has been broken out into a series of steps. As always, we at the state office welcome any questions you may have as you work on your grant project.

# Kansas Rural Preservation Grant Manual - 2024

## AWARD ANNOUNCEMENTS

At the August 9, 2024 meeting of the Kansas Historic Sites Board of Review, recommendations of the grant review committee was presented for the Board's consideration. Approval by the Board allows the Kansas State Historic Preservation Office (SHPO) staff to proceed with reviews and agreements as needed to facilitate awards. All awards and proposed work items will be subject to review and approval by the grants management staff of the State, Tribal, Local, Plans & Grants Division (STLPG) of the National Park Service (NPS). Grant agreements will not be signed until STLPG provides clearance to proceed.

## GRANT AGREEMENT

Upon approval by STLPG, staff at SHPO will prepare a grant agreement (sometimes called a project agreement) that includes:

- General scope of work
- Project schedule
- Reimbursement criteria
- Budget line items
- Reimbursement & procurement procedures
- Responsibilities of the grantee and grantor
- Other conditions of the award

The grant agreement is a standard contract. It will state a project start date and end date. No project work may begin **prior** to the project start date. Contracts for professional services to be reimbursed from grant funds will not be signed **prior** to the project start date unless reviewed and approved in writing by the SHPO grants manager. Execution of the project scope of work **must begin** within sixty (60) days of the project starting date. If the project needs to be delayed, a written approval by the SHPO grants manager is needed.

The scope of work, schedule and budget are drawn from the information presented in the grant application. Only those parts of the contract that deal with the specifics of the project may be altered upon mutual agreement between the SHPO and grantee. The grant agreement may be amended or released only by mutual written consent between the contracting parties. **The applicant must sign the grant agreement and the applicant's project administrator must attend a grant management training session (orientation) presented by the SHPO before any grant-funded work may begin.**

The schedule in the grant agreement provides the milestones against which progress should be measured when progress reports are submitted. The budget in the grant agreement also describes the categories in which expenses can be incurred. Costs cannot be claimed for reimbursement unless they appear as stated line items in the budget. No expenditure made by the grantee may be charged to the grant unless it is for work undertaken during the grant period, is necessary for the accomplishment of the approved grant objectives, and it conforms to appropriate state and federal cost principals.

Please note that the budget also specifies when you may request reimbursement. SHPO may only reimburse for completed line items as outlined in the grant agreement. When reviewing your contract, please read this section carefully to ensure that budget items are broken up sufficiently to facilitate cash flow of the project.

Any substantive changes in the grant agreement, such as the inclusion of new budget line items or changes in the scope of work, require an amendment to the grant agreement. To request an

amendment, a grantee must contact the SHPO grants manager in writing with a request that describes the proposed change and explains why the amendment is needed. If the request is approved, a draft amendment will be returned for the grantee's review and signature.

## TITLE SEARCH

Proof of ownership should have been submitted with the original grant application. If SHPO staff needs further documentation, a title search may be required. The cost of the title search is a reimbursable expense under the conditions described in the grant agreement. Reimbursement will be made at 90% of the documented costs up to a maximum of one hundred dollars ($100.00).

Documentation supporting proof of ownership will need to be presented **prior** to initiating any reimbursable activities. Grantees who have current title insurance may submit proof of such insurance in lieu of a title search. County courthouses and city halls are exempt from proof of ownership.

## ARCHITECT / ENGINEER (CONSULTANT) SELECTION

Many awarded projects will not require the services of an architect or engineer, such as simple reroofing and straight-forward masonry repointing. However, where project complexity warrants it, such as in the case of structure repairs or restoration of missing features, an architect or engineer must be included as part of the project team to produce construction documents. Preparation of architectural/engineering plans and specifications is not to exceed 20% of the total project cost. This means grant funds can support up to 20%; grantee can contribute more toward those expenditures if they choose. When the cost of an architect or engineer (consultant) is included in the grant budget and the cost of those services exceeds $5,000, the Kansas Rural Preservation (KRP) program requires certain procurement (hiring) procedures to be documented. **See below and Appendix A for those requirements**.

Regardless of cost, if the consultant fees will be reimbursed with grant funds, the contract between the consultant and the property owner/grantee must be reviewed and approved in writing by the SHPO grant manager.

Architects/engineers need to be licensed by the state of Kansas. They will be responsible for preparing construction documents such as drawings, plans, and specifications. They may also prepare an estimated cost breakdown and other required contract documents, provide frequent on-site observation of the contractor(s) during the project work, and assist with communications between the property owner and the contractor(s) including pay requests. Consultants must meet the Secretary of the Interior's *Professional Qualification Standards* – see **http://www.nps.gov/history/local-law/arch_stnds_9.htm.** Archeological site preservation should be planned with the direction of an archeological conservator or equivalent qualified professional.

Choosing the right consultant for the project is an important responsibility. Making an investment in the proper consultant will help guide the project through planning and implementation. Not all consultants are qualified to handle every type of project.

**If the KRP grant is reimbursing for consultant expenses valued at more than $5,000, the following procurement procedures must be followed.** See Appendix A for additional guidance.

**Step 1 – Establish Evaluation Criteria**
Establish a selection procedure and evaluation criteria **prior** to contacting any consultants. It is important to express the scope of work and established priorities in the Request for Proposals (RFP) so potential consultants understand what is expected of their proposals.

Evaluation criteria might include:

- Relevant experience/specific expertise
- Performance references on previous projects
- Qualifications of consultants and staff
- Availability of key personnel
- Current and projected workloads (could affect ability to perform the required work on schedule)
- Knowledge of the Secretary of Interior's *Standards for the Treatment of Historic Properties*

**Step 2 – Issue Requests for Proposals**
Issuing a Request for Proposals (RFP) identifies potential consultants, their proposed schedules, and bids for services. An RFP states the type of work involved, the scope of services required, budget and time constraints, evaluation criteria, and submittal deadline. RFPs request qualifications of the professional and a proposed cost for the services being sought.

Alternatively, subgrantees may issue a request for qualifications (RFQ) that lays out all the information commonly found in a RFP but includes an established project budget and timeline; the grantee chooses their preferred candidate based on other factors such as experience and

additional services offered by the consultant. All RFPs / RFQs **must be approved** by the SHPO grants manager **before** they are sent to potential consultants.

RFPs / RFQs must:

1. Incorporate a clear and accurate description of the technical requirements for the service to be provided. Descriptions must not contain factors that unduly restrict competition. The description may include a statement of the qualitative nature of the service to be produced and, when necessary, will set forth minimum essential characteristics and standards that must be met.

2. Clearly set forth all requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of project work. Grantees must establish evaluation criteria before the RFP/RFQ is distributed. Make sure to explain in the RFP/RFQ how you will be evaluating the proposals received.

3. Include the following language:

   "This project has been financed in part with federal funds from the National Park Service, a division of the United States Department of the Interior and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of the United States Department of the Interior or the Kansas Historical Society.

   Regulations of the United States Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, United States Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, DC 20240."

An example RFP is included as **Appendix B** at the end of this manual.

**Allow the SHPO grants manager to review a draft RFP before it is posted.** Directly solicit bids, by mail or e-mail, to a minimum of 3 (preferably more) qualified firms/individuals to receive as many responses as possible. Allow at least 21 days for the consultants to reply before closing the bidding.

**Step 3 – Evaluate Responses to the RFP**
Using the evaluation criteria set up prior to the distribution of the RFP and as stated in the RFP, evaluate each proposal received and rank them in preferred order. The purpose of this evaluation is to select a manageable number of firms for personal interviews if necessary. The number of firms to be interviewed depends in part on the size, scope and complexity of the project, the number of qualified proposals, and the time available to complete the selection process.

*Interviews with Consultants*

Most written/submitted proposals are sufficient to review qualified applicants and justify a selection. If those involved with the selection process feel an interview is needed, an interview with selected consultants may be conducted. If the written responses do not warrant an interview, you may choose to move directly to negotiation with the qualified firm.

Even if interviews are deemed unnecessary, discussions should be held with the top-ranked firm to confirm their ability to perform the necessary work, on time, within budget, and at the expected level of quality and to further refine the performance requirements.

If there is any concern about the proposals received, please contact the SHPO grants manager.

**Step 4 – Confirmation of Consultant Selection**
When a selection has been made, **contact the SHPO Grant Manager and provide the required documentation of consultant selection – See the checklist enclosed as Appendix A**. Submit the documentation listed under Step 2 of the checklist in one submission packet for quicker review and approval.

**Step 5 – Contract with Chosen Consultant**
Submit a draft consultant contract for review and approval **prior to signing**, to determine any conflicts with grant policies and/or procedures. If the contact was signed prior to review by SHPO, an amendment may be necessary.

**Contract styles will vary but all contracts with consultants must contain the following:**

1) A start date and completion date for consultant services
2) Fee for consultant services. Compensation based on a percentage of work completed is **not** allowable. Compensating consultant fees will be done with either hourly rates up to a maximum limit or a lump sum for certain service milestones. Federal regulations limit consultant services to a maximum rate of $82.57 per hour*. Consultants charging a lump sum for services are not held to that rate.
3) Description of services (i.e. production of construction documents, administration or bidding phase, supervision of construction work…)
4) Acknowledgement that property is listed in the National Register of Historic Places or has been determined eligible for listing
5) The phrase "All work must follow the Secretary of Interior's *Standards for the Treatment of Historic Properties*" and proposed work must be reviewed and approved by NPS.
6) Notification that all changes to the contract must be agreed to in writing.
7) Contracts for more than $10,000 must contain suitable provisions for termination by the grant recipient, including the way it will be effected and the basis for settlement. In addition, such contract must describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the consultant.
8) All contracts awarded in excess of $10,000 by grant recipients must contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60).
9) All contracts awarded by grant recipients must include a provision to the effect that the Kansas Historical Society, the Department of the Interior, the Comptroller General of the United States, or any of their dully authorized representatives, will have access to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for making audit, examination, excerpts, and transcription. Grant recipients will require consultants to maintain all required records for three years after grant recipients make final payments and all other pending matters are closed.
10) Contracts may not contain provisions that allow the consultants to retain exclusive copyright of the project products. The grant recipient may retain copyright but must allow the Kansas Historical Society and the Department of the Interior full access to the resulting materials as specified in the grant agreement.
11) **All contracts** must contain the following three provisions:
    (a) The consultant will not use their position for the actual or apparent purpose of private gain (other than payment for services rendered) for themselves or another person, particularly one with whom they have family, business, or financial ties.

(b) The consultant will not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for private gain for themself or another person, particularly one with whom they have family, business, or financial ties.

(c) The consultant will not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of their participation with the recipient, except when that information has been made available to the general public or will be made available upon request, or when the SHPO gives written authorization for the use of non-public information on the basis that the use is in the public interest.

The grantee is responsible for understanding all provisions of their contract with the consultant and for getting signatures from both parties.

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

120% of GS-15, step 10
120% of $76.64 = **$91.97**

SALARY TABLE 2024-GS (opm.gov)

## PROJECT PLANNING DOCUMENTS

Planning documents that detail the scope of the project must be submitted to SHPO for review and approval **prior** to advertising for bids, letting contracts, or execution of work. These include, but are not limited to construction documents, plans and specifications, and applicant-generated project descriptions. Work funded by the KRP grant must **not** proceed until the planning documents related to the project have been approved, in writing**,** by the SHPO grants manager who, in turn, has received approval from grants management staff of the State, Tribal, Local, Plans & Grants Division (STLPG) of the National Park Service (NPS).

SHPO staff strive to review project materials within 30 days of receipt; heavy submission rates and staff availability may affect review times along with any approvals needed from NPS.

Revisions to submitted plans are often required before final approval is granted. Please keep in mind that the grant agreement will provide general descriptions of the work to be performed. **The completed planning documents take precedence over the description in the grant agreement or your application since these are the plans from which your contractor will be working.**

**Projects without architectural and/or engineering services**
Grantees planning to implement their projects without the benefit of an architect / engineer will still need to develop a scope of work in consultation with the SHPO grant staff to serve as their planning document. The Scope of Work document may not be used to solicit bids from contractors until SHPO grant staff has approved it. **See Appendix D at the end of this manual for an example of a simple scope of work description.**

**Projects utilizing architectural and/or engineering services**
Plans and specifications, completed by an architect/engineer, will also receive comments by SHPO grant staff. It is the responsibility of the property owner/grantee to ensure that planning documents are submitted to the SHPO for review with complete documentation. SHPO grant staff may request additional information if the materials are not complete or do not clearly describe the proposed work. SHPO grant manager's written approval of the final planning documents is required **before** any project work is advertised for bid, contracts are let, or work is undertaken on the historic property. Although a professional may prepare plans, the grantee must assume full responsibility for the accuracy of the plans and specifications as they represent the work desired by the property owner.

**Project Plans – General**
All plans must be based on adequate historical and physical documentation. The plans must indicate whether existing materials, both historic and more recent, are to be retained, altered, or replaced. If existing materials or features are to be altered, the plans must indicate how the alteration will affect the material or feature. If a historic material or feature is being replaced, the plans must document the existing conditions, substantiate the decision to replace rather than repair, and indicate the basis of the specification or design for the new material or feature. Detailed descriptions of how historic materials will be treated, such as how surfaces will be cleaned or prepared for painting or repointing, must be included. Photographic documentation in addition to what was submitted in your grant application may be necessary to show existing conditions and illustrate areas where work will take place.

Appropriate testing and analysis might be required for treatments that involve activities such as refinishing, masonry cleaning, or repointing and patching. Testing ensures that replacement or repair materials are physically and visually compatible with historic materials, and that the proposed treatments will not damage the existing historic materials. Provisions for necessary testing will be written into the project specifications by the professional consultant.

**Archeology Projects**
A qualified archeologist must prepare proposals for archeology projects, as well as any resulting study, investigation, excavations, or written reports. Contact the SHPO for more information.

**General Conditions**

- All Kansas Rural Preservation (KRP) grants must be implemented in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.
- Work that is being done during the grant period, but not being reimbursed by the KRP grant funds or apart from the KRP grant scope of work still must be in accordance with the *Standards*. A copy of the *Standards* is available from the SHPO or online at https://www.nps.gov/tps/standards.htm. SHPO grant staff will advise the grantee when proposed work does not meet the *Standards* and will offer advice for alterations to the proposals to achieve conformance. All KRP grant projects must also meet all applicable state and local codes and regulations including state preservation law (K.S.A 75-2724) – see https://www.kshs.org/p/state-preservation-law/14648.
- When a project will include ground disturbing activities, such as foundation work, landscaping, grading, or underground utilities, the opinion of the SHPO must be sought on the need for an archeological survey or other research needed to identify significant archeological deposits or features that may be associated with the property. Recommended archeological work may be eligible for KRP grant assistance.

## SELECTION OF CONTRACTOR(S)

When the cost of contracting services is included in the grant budget and the cost of those services exceeds $5,000, the Kansas Rural Preservation (KRP) program requires certain procurement (hiring) procedures to be documented. See below and Appendix A for those requirements.

The grantee is obligated to select individuals or companies who can implement the project according to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, the approved project planning documents, and meet the expectations of the grantee. Expenses associated with work that do not meet the Secretary of the Interior's *Standards for the Treatment of Historic Properties* will not be reimbursed by the KRP grant program.

See **Appendix A** for specific guidance on how to seek competitive bids for a project. Allow the SHPO grants manager to review your Invitation to Bid (ITB) or request for bids before it is posted. Grantees should establish minimum qualifications for bidders and clearly describe the services requested. **Make sure your project planning documents have been reviewed and approved by SHPO before requesting bids**.

Formally advertise or post your request seeking sealed bids. In addition, send your ITB directly to a minimum of three potential bidders. Sealed bids should be due no less than twenty-one days after the first publication or post of the ITB. Be sure to include language comparable to the following:

> "This project has been financed in part with federal funds from the National Park Service, a division of the United States Department of the Interior and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of the United States Department of the Interior or the Kansas Historical Society.
>
> Regulations of the U. S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, United States Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, DC 20240."

Certificates of insurance, labor and materials payment bonds, as well as performance bonds are not required for KRP grant projects but are encouraged for contracts over $25,000.

### Contracts for Construction Services

All construction services reimbursed by the KRP grant must be covered by a written contract of some kind, even if the service is less than $5,000. **Draft contract agreements must be submitted to the KRP grants manager for review and written approval prior to execution (signing), to determine any conflicts with grant policies and procedures.** Contracts that are signed before approval may require amendments.

Contract styles will vary but all contracts must contain the following:

1) A start date and completion date
2) Fee for services. Compensation must be a lump sum or unit price with a not-to-exceed maximum. "Cost plus percentage" and/or "percentage of construction cost" forms of compensation are not allowed, nor can the fee include allowances for contingencies. Hourly rates are restricted to 120% of current GS-15, step 10; approximately $82.57 for 2021. However, hourly rates must have a "not-to-exceed" limit set in writing.
3) Acknowledgement that the property is listed in the National Register of Historic Places or has been determined eligible for listing.
4) The phrase "All work must follow the Secretary of Interior's *Standards for the Treatment of Historic Properties"*

5) Notification that all changes to the contract must be agreed to in writing

6) Acknowledgement that the property owner/grantee has signed a Construction Programs Assurances document (SF-424D) as part of their application for funding assistance and that applicable provisions of that document are included in the contract.

7) Contracts for more than $10,000 will contain suitable provisions for termination by the grant recipient, including the way it will be effected and the basis for settlement. In addition, such contract will describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

8) All contracts awarded in excess of $10,000 by grant recipients and their contractors or subcontractors will contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60) all as amended.

9) All negotiated contracts awarded by grant recipients will include a provision to the effect that the Kansas Historical Society, the Department of the Interior, the Comptroller General of the United States, or any of their dully authorized representatives, will have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for making audit, examination, excerpts, and transcription. Grant recipients will require contractors to maintain all required records for three years after grant recipients make final payments and all other pending matters are closed.

10) Contracts may not contain provisions that allow the contractor to retain exclusive copyright of the project products. The grant recipient may retain copyright but must allow the Kansas Historical Society and the Department of the Interior full access to the resulting materials as specified in the grant agreement.

11) **All contracts** must contain the following three provisions:

    a. The contractor will not use their position for the actual or apparent purpose of private gain (other than payment for services rendered) for themselves or another person, particularly one with whom they have family, business, or financial ties.

    b. The contractor will not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for private gain for themself or another person, particularly one with whom they have family, business, or financial ties.

    c. The contractor will not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of their participation with the recipient, except when that information has been made available to the general public or will be made available upon request, or when the SHPO gives written authorization for the use of non-public information on the basis that the use is in the public interest.

## GENERAL NOTES ABOUT HIRING CONSULTANTS AND CONTRACTORS

All procurement transactions must be conducted in a manner that provides maximum open and free competition. Procurement procedures must not restrict or eliminate competition. Restrictive competition includes, but is not necessarily limited to:

1. Placing unreasonable requirements on firms for them to qualify to do business.
2. Noncompetitive practices between firms.
3. Organizational conflicts of interest.
4. Unnecessary experience and bonding requirements.

Grant recipients are not required to hire the lowest bidder, but rather should select the best qualified or best value for the project.

*Code of Conduct*

The grant recipient's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from consultants/contractors, potential consultants/contractors, or parties to subagreements arising because of the funding provided through the grant award.

Furthermore, no employee, officer, or agent of the grant will participate in the selection, award, or administration of a contract supported by these grant funds if a conflict of interest, real or apparent, would be involved.

Such a conflict of interest would arise when any of the following has financial or other interest in the firm selected for award:

1. The employee, officer, or agent.
2. Any member of his or her immediate family.
3. His or her partner.
4. An organization that employs, or is about to employ, any of the above.

## ATERNATIVES TO COMPETITIVE PROCUREMENT

In certain circumstances, there are alternatives to competitive procurement allowed by the federal authority funding this program. Chapter 17, Section H of the Historic Preservation Fund Grants Manual (https://www.nps.gov/preservation-grants/HPF_Manual.pdf) provides for Competitive Negotiation and Non-competitive Negotiation.

Contact the SHPO grants manager for more information. Alternatives to competitive negotiation may only be used with written approval from the SHPO grants manager.

## PROGRESS REPORTING AND SITE VISITS

### PROGRESS REPORTS

The SHPO grants manager must receive progress reports before the 10th of each month following signing of the grant agreement. Photographs documenting any completed work or work in progress are strongly recommended. Digital photos and electronic submissions of monthly reports can be submitted to bethany.falvey@ks.gov via email or through the online Submittable portal. Failure to submit these reports in a timely manner may be considered a breach of the grant agreement.

### SITE VISITS

SHPO grants staff may make site visits as deemed necessary whether at the beginning, during, or at the end of the grant period and as needed over the course of the preservation agreement/covenant period. The site visits will allow staff to monitor the progress of the project and the quality of the work performed. Grantees may also request site visits. Requests will be fulfilled based on the availability of SHPO staff and approval for their travel.

## REIMBURSEMENT REQUESTS

The KRP grant program provides funding through reimbursement of approved expenses. **The grantee will pay, in full, all costs of the project as they become due and payable.**

SHPO grant staff reviews reimbursement requests and determines if work done is agreeable with all terms set forth in the grant agreement and approved construction documents. SHPO grant staff reserves the right to withhold payment if the grantee falls behind schedule or if the project exhibits substandard work.

To receive reimbursement:

- One or more line items identified in the grant agreement must be 100% complete.
- Completed work must correspond to line items identified in a project scope of work, the approved budget, and as covered by written contracts.
- Each line item completed must be within the time schedule provided in the original grant agreement or an amendment to that agreement.
- The work conforms to Secretary of the Interior's *Standards for the Treatment of Historic Properties* and approved plans as determined by the SHPO grants manager.
- The request is adequately documented with copies of purchase orders, requisitions, bills, or other evidence of liability, as well as copied checks, receipts, or other evidence of payment as well as photos of completed work.

**Mobilization fees, travel, set-up, material purchase, etc. are not considered individual line items for reimbursement purposes and should be incorporated into applicable physical work items.**

SHPO staff strive to process reimbursement request within 30 days of receipt, however heavy submission rates and staff availability may affect processing times.

**PLEASE NOTE: Ten percent (10%) of the reimbursement will be withheld as retainage** pending satisfactory completion of the project. The retainage will be reimbursed upon receipt of a final completion report and supporting documentation including the project sign.

## GENERAL TERMS AND CONDITIONS

### CHANGES TO APPROVED PROJECTS

Requests for changes to the project defined in the grant agreement must be made in writing and must include explanation of the reason for the request. SHPO grants manager approval or denial of the request will be issued in writing. Approval must be obtained prior to any deviation from the agreed upon grant agreement. Certain changes to the scope of work, schedule, and major budget adjustments will require a formal amendment to the grant agreement.

### EXTENSIONS

Grantees who are unable to complete the project work by the ending date shown on the original grant agreement must notify the SHPO grants manager, in writing, at least thirty (30) days before the ending date to formally request an extension of the project completion date. No extension will be allowed past July 30, 2026.

### COMPLETION REPORT

The grantee will provide a Completion Report within 30 days of completion of the project products. The required form is provided by SHPO staff. Additionally, the final reimbursement request should be submitted before or with the final completion report to facilitate return of any 10% retainage previously withheld from reimbursements. The completion report requires certain information about the project, expected future impacts, and return of the project sign.

### PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE

When issuing press releases, official statements, or documents that describe the project funded by the KRP grant, a credit line must be included that reads: **"This project is (was) partially supported by a Kansas Rural Preservation grant from the Kansas State Historical Society made possible with support from the Paul Bruhn Historic Revitalization Grants Program administered by the National Park Service ."**

### PROJECT SIGN

All projects must acknowledge funding assistance by means of a temporary but prominently displayed project sign. The sign **will be provided** by the Kansas Historical Society/State Historic Preservation Office (SHPO) and must be returned to the SHPO at the end of the project. Where local restrictions exist that would prohibit the display of such a sign, the grantee will negotiate a reasonable alternative with the SHPO grant staff. Signs are to be installed where they would be visible to the general public upon execution of a grant agreement. Photographic documentation of the sign displayed at the grant-funded project site must be provided to SHPO before the first reimbursement request is processed.

### PRESERVATION COVENANT

Covenants and preservation agreements on grant-assisted historic properties must be executed to ensure that after the grant-assisted work is completed the owner(s) will maintain the premises for a minimum term of years so as to preserve the historical significance and integrity of the features, materials, appearance, workmanship, and environment which made the property eligible for listing in the National Register of Historic Places.

As noted in the grant agreement, upon completion of the project, the grantee will be required to execute a covenant or preservation agreement as required by the following table:

| Federal Assistance<br>($ KRP Grant Amount) | Term/Type of Document |
|---|---|
| 1 – 50,000 | 5-year minimum preservation agreement. A covenant amending the deed is not required. |

| | |
|---|---|
| 50,000 -- 250,000 | 10-year minimum covenant.<br>(recorded on the property deed). |

1) Preservation Agreement. A preservation agreement is a legal document executed between the SHPO and the public or private property owner. This agreement is not recorded with the deed and therefore is not enforceable on future owners. If a publicly owned property does not have a deed, then a preservation agreement, instead of a covenant, must be executed for the duration required by table above.

2) Covenant. A covenant is a legal document executed between the SHPO and the property owner in which the property owner of record encumbers the title of the property with a covenant running with the land, in favor of and legally enforceable by the State. The property owner of record (and, if applicable, the holder of the mortgage) must be the executors of the covenant.

A sample covenant is included at the end of this manual as Appendix G.

Reference: Chapter 6, Section M of the Historic Preservation Fund Grants Manual (https://www.nps.gov/preservation-grants/HPF_Manual.pdf)

## Checklist for Competitive Selection of Consultant or Contractor

All goods and services must be procured by written contract or written agreement.

**Value of goods or services is expected to be under $5,000**.

- No special procedures needed.
- Every effort should be made to make an advantageous agreement\
- Decisions may be made based on informal discussions with qualified persons or firms but
  should consider qualifications and availability of the vendor to perform the work.

**Value of goods or services is expected to be $5,000 to $24,999 in a single purchase or in multiple purchases from the same vendor**.

☐ Submit your draft RFP to the HTF Grants Staff for written approval.

- Be sure to describe the selection process and objective standards you will use to make your hiring choice.

☐ Send your RFP directly to a minimum of three qualified vendors with whom to informally negotiate prior to selection and execution of a contract.

☐ Post your RFP publicly for a recommended 21 days prior to the date stated for receipt of bids, but no less than 3 days.

☐ Receive bids/proposals and evaluate them following the process outlined in the RFP.

☐ Submit documentation to SHPO showing that your selection process followed these steps.

- Approval of this process by the SHPO is required <u>prior</u> to the awarding of a contract.

  ☐ List of all consultants you contacted directly.
  ☐ Documentation of the public posting.
  ☐ Copies of all proposals received and correspondence from anyone declining to bid.
  ☐ Explanation of your selection process and why you chose your preferred candidate.

☐ Receive **written approval** for the selection process and consultant from the HTF Grants Manager to proceed with the negotiation of a contract.

**Value of goods or services is expected to be $25,000 to $49,999 in a single purchase or in multiple purchases from the same vendor.**

☐ Submit your draft RFP to the HTF Grants Staff for written approval.

☐ Be sure to describe the selection process and objective standards you will use to make your hiring choice.

- The award will be made to the responsive, qualified, and responsible vendor whose bid for the described work is the most advantageous to the project.
- Minimum qualifications may be established for bidders prior to bidding, but they must be explained in the RFP.

- RFP must request bidders to submit **sealed** bids. All bids must be sealed when received and will be opened in public at the hour stated in the notice.

☐ Post your RFP publicly for a recommended 21 days prior to the date stated for receipt of bids, but no less than 3 days.

☐ It is recommended, but not required, to send your RFP directly to a minimum of three qualified vendors requesting sealed bids.

☐ Receive **sealed** bids as indicated in the RFP. Evaluate them following the process outlined in the RFP.

☐ Submit documentation to SHPO showing that your selection process followed these steps.

- Approval of this process by the SHPO is required prior to the awarding of a contract.

  ☐ List of all consultants you contacted directly.
  ☐ Documentation of the public posting.
  ☐ Copies of all proposals received and correspondence from anyone declining to bid.
  ☐ Explanation of your selection process and why you chose your preferred candidate.

☐ A letter or email indicating when and where the bids were opened along with a list of attendees at the opening.

☐ Receive **written approval** for the selection process and consultant from the HTF Grants Manager to proceed with the negotiation of a contract.

**Value of goods and services is expected to be $50,000 or more in a single purchase or in multiple purchases from the same vendor.**

☐ Submit your draft RFP to the HTF Grants Staff for written approval.

- Be sure to describe the selection process and objective standards you will use to make your hiring choice.
- The award will be made to the responsive, qualified, and responsible vendor whose bid for the described work is the most advantageous to the project.
- Minimum qualifications may be established for bidders prior to bidding, but they must be explained in the RFP.
- RFP must request bidders to submit **sealed** bids. All bids must be sealed when received and will be opened in public at the hour stated in the notice.

☐ Post your RFP publicly for a recommended 21 days prior to the date stated for receipt of bids, but no less than 10 days.

☐ Send your RFP directly to a minimum of three qualified vendors requesting sealed bids.

☐ Receive **sealed** bids as indicated in the RFP. Evaluate them following the process outlined in the RFP.

☐ Submit documentation to SHPO showing that your selection process followed these steps.

- Approval of this process by the SHPO is required prior to the awarding of a contract.☐

  ☐ List of all consultants you contacted directly.
  ☐ Documentation of the public posting.

☐ Copies of all proposals received and correspondence from anyone declining to bid.
☐ Explanation of your selection process and why you chose your preferred candidate.
☐ A letter or email indicating when and where the bids were opened along with a list of attendees at the opening.

☐ Receive **written approval** for the selection process and consultant from the HTF Grants Manager to proceed with the negotiation of a contract.

After receiving written approval of consultant selection from the HTF Grants Staff, the following concludes the consultant selection process.

- ☐ Submit to HTF Grant Staff a **draft contract** between the property owner and consultant.
- ☐ Receive a **written approval** of the draft contract from the HTF Grants Manager before signing.
- ☐ Submit a signed copy of the approved contract back to the HTF Grants Manager within 30 days of it being signed by the consultant and property owner.

## General Notes for Competitive Selection

- ❖ Contract awards will not be made to a former employee, contractor, or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement.

- ❖ Contracts and written agreements must contain the following:
  - A start date and completion date for services
  - Total fee for services
  - Description of services
  - Acknowledgement that the property is listed in the state and/or National Register of Historic Places
  - The phrase “All work must follow the Secretary of Interior’s *Standards for the Treatment of Historic Properties*”
  - Notification that all changes to the contract must be agreed to in writing.

- ❖ Grantee must retain signed contracts on file for a period of five (5) years after acceptance by the SHPO of the final completion report.

- ❖ SHPO will not pay consultants or contractors directly nor will it mediate any disagreements between Grantee and contracted consultants or contractors. SHPO is not responsible for any damages or liabilities resulting from dissolution of a contract between Grantee and contracted consultants or contractors.

**EXAMPLE Request for Proposals**

NOTICE TO ARCHITECTS AND CONSULTANTS
REQUEST FOR PROPOSALS

NAME
LOCATION
To provide professional services for a project that will preserve the (Name), in (County), Kansas.

(Describe project) – Be sure to describe the services that you expect the consultant to provide for you (i.e. drawings, specifications, overseeing the construction activities, etc.) Provide the estimated cost of the construction project if known so the consultants know how big the overall project is expected to be.

Sealed proposals will be received by (grantee name), address, city, Kansas, zip, until (time) pm on date, 20XX. Public opening will occur at (time pm) on that date at the project site, address, city, Kansas, zip. Proposals received after the date and time indicated above for opening will be late, and therefore not considered for award, at the discretion of the project administrator. Proposals should include a statement of the consultant's qualifications, a list of previously completed comparable projects (including references), an estimated schedule of work, and a fee proposal itemized by specific project task. The (name) property is listed on the National Register of Historic Places (has been determined eligible for listing in the National Register of Historic Places). All work must comply with the Secretary of Interior's *Standards for the Treatment of Historic Properties* as reviewed by the Kansas State Historic Preservation Office (SHPO).

Inquiries about this request for proposal and requests for copies of the Scope of Work should be directed to project administrator (name), (contact information).

Proposals will be evaluated based on cost and qualifications. Preference will be given to the consultant or consultants who, in the judgment of the project administrators, demonstrate superior understanding of the logistics associated with successful completion of this project. The selected entity should expect to enter into negotiations, which should culminate in execution of a contract for professional services. {Be sure to list here what criteria will be used to evaluate the proposals so the consultant knows what information to include.}

The successful entity will be required to comply with all applicable laws and statutory regulations. No consultant will in any way directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin or religious creed.

This project has been financed in part with federal funds from the National Park Service, a division of the United States Department of the Interior and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of the United States Department of the Interior or the Kansas Historical Society.

Regulations of the U. S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U. S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, DC 20240. *[Mandatory phrase.]*

***Check a local newspaper or ask SHPO grant staff for other examples.***

# EXAMPLE Invitation to Bid

NOTICE TO CONTRACTORS
INVITATION TO BID

[HISTORIC NAME OF BUILDING]
[LOCATION], KANSAS

Repair or replace plaster walls and ceilings, repair wood paneling and doors, widen two doorways, and paint. [DESCRIBE PROJECT BRIEFLY.]

Bids will be received by [PROPERTY OWNER], [PROPERTY OWNER'S ADDRESS], Kansas [ZIP CODE] until [TIME] on [MONTH, DAY, YEAR], for the work noted above according to plans approved by the Kansas State Historic Preservation Office. This structure is listed on the National Register of Historic Places (or determined eligible for listing). All work must comply with the Secretary of the Interior's *Standards for the Treatment of Historic Properties.*

Sealed bids will be publicly opened at [TIME] on [MONTH, DAY, YEAR] at [ LOCATION WHERE BIDS SHOULD BE SEND OR DELIVERED, be sure to include how many copies].

All inquiries about this Invitation to Bid and requests for copies of the full scope of work / plans may be directed to [ NAME AND CONTACT INFORMATION FOR PERSON TO WHOM QUESTIONS WILL BE DIRECTED]. Bids will be received on a total bid price basis and will include a sum to cover the cost of all items of the contract, including insurance, materials, and performance bonds. A mandatory pre-bid meeting will be held at [ PLACE, DATE, TIME]. It is mandatory that all bidders be present. Attendance is required for acceptance of bids. *{Pre-bid meetings are recommended but are not required. It is up to the property owner whether or not to make such meetings mandatory or merely a recommendation to potential contractors.}*

Proposals received after the date and time indicated above for opening will be considered late, and therefore will not be considered for award. The Bid will be awarded on the basis of cost and performance; to the Bidder who, in the Owner's judgment, is the lowest, most qualified, responsible and responsive Bidder. Owner reserves the right to reject any and all Bids and to reject the Bid of any Bidder if the Owner believes it would not be in the best interest of Owner to make an award to that Bidder. The successful Bidder must deliver to the Owner certificates of insurance, performance and materials payment bonds as security for faithful performance and the payment of all bills and obligations arising from the contract. The successful firm will be required to comply with all applicable laws and statutory regulations. No Bidder will in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin or religious creed.

This project has been financed in part with federal funds from the National Park Service, a division of the United States Department of the Interior and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of the United States Department of the Interior or the Kansas Historical Society.

Regulations of the U. S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U. S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, DC 20240. {Mandatory statement.}

# Example Scope of Work 1

1889 Smith House
**Scope of Work**

Project Description:
Repair existing windows on the east and west side as well as repair roof on the 1889 Smith House.

Building Description:
The 1889 Smith House is a wood structure with slate roof constructed in 1889. It was the resident of Dr. Smith who was a civil war general and local politician. The house now serves as a local museum and historical society.

Detail of Work:

- Assess all windows on the east and west elevations of the building; note areas of deterioration.
- Inventory each window's parts.
- Repair deteriorated areas or replace with in-kind material following Preservation Brief #9 - http://www.nps.gov/history/hps/tps/briefs/presbhom.htm.
- Assess roof and note areas of deterioration repair.
- Salvage slate that can be reused and then replace or repair deteriorated areas with in-kind material following Preservation Brief #4 - http://www.nps.gov/history/hps/tps/briefs/presbhom.htm.

General Conditions:

- All work to be in accordance with the Secretary of the Interior's *Standards for Rehabilitation* - http://www.nps.gov/history/hps/tps/tax/rehabstandards.htm..
- Certificates of insurance, performance, and materials payment bonds are required as security for faithful performance and the payment of all bills and obligation arising from the contract.
- Storage and handling of all materials must be in a manner, which prevents additional loss, deterioration, and damage; storage area to be designated by project administrator.
- Construction schedule to be itemized with headings related to the breakdown in payment requests.
- All work is subject to review by the Kansas State Historical Society throughout the duration of the project.
- Compliance with all applicable laws and statutory regulations is required.

Project Administrator:
John C. Jones
Smith House Museum
123 Main Street
City, KS 12345

**Jonesy Jones Boyhood Home**
**Scope of Work**

# Example Scope of Work 2

Building Description

The boyhood home of local artist Jonesy Jones is a modest wood structure built in 1900. It was his home for eighteen (18) years. The home is now used as a museum housing many of the artist's personal artifacts, memorabilia

Project Description:
Update heating and cooling system with a unit that is more compatible for a climate-controlled environment at the Jonesy Jones Boyhood Home, assess and address rain water runoff at the north side of the building and around the foundation, assess and repair wooden elements of two windows and doors on the north side of the building.

Detail of Work:

- Consult with owner on a proposed replacement heating and A/C system then install system.
- Install underground drainage to remove surface water from the foundation of the building, install seamless guttering with down spout connections to the underground drainage at the north side of the building.
- Repair window sills and door jams on the north side of the building with in-kind materials to match the existing per the guidance in Preservation Briefs #9 and #10 – see http://www.nps.gov/history/hps/tps/briefs/presbhom.htm

General Conditions:

- Repair work to be in accordance with the Secretary of the Interior's Standards for Rehabilitation. Viewable at http://www.nps.gov/history/hps/tps/standards/rehabilitation.htm
- Certificates of insurance, performance and material's payment bonds required as security for faithful performance and the payment of all bills and obligation arising from the contract.
- Storage and handling of all materials must be in a manner which prevents additional loss, deterioration, and damage; storage area to be designated by project administrator.
- Construction schedule to be itemized with headings related to the breakdown in payment requests.
- All work subject to review by the Kansas State Historical Society throughout the duration of the project.
- Compliance with all applicable laws and statutory regulations required.

Project Administrator:
Jane Smith
Jonesy Jones Boyhood Home
1234 State Street
City, KS 66000

## The Secretary of the Interior's Standards for Rehabilitation

The most common of the four treatments outlined in the Secretary of the Interior's *Standards for the Treatment of Historic Properties,* the Secretary of the Interior's *Standards for Rehabilitation* are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs.

The Standards (**36 CFR Part 67**) apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

*The Standards are applied to projects in a reasonable manner, taking into consideration economic and technical feasibility.*

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment. [Schools become apartments, homes become B & B's, etc.]
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**For a clearer, illustrated explanation, please visit the National Park Service website.**

http://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm

**SAMPLE**
**CONSERVATION EASEMENT AGREEMENT / COVENANT**
**Paul Bruhn Historic Revitalization Grant (HPF)/ Kansas Rural Preservation (KRP) program**

**INTRODUCTION.** This conservation easement agreement is made the _____ day of _____ , 20____, between Property Owner/Organization, as GRANTOR of a preservation agreement or covenant (hereafter referred to as the "Grantor"), and the Kansas State Historic Preservation Office/Kansas Historical Society, as GRANTEE of the preservation agreement or covenant (hereafter referred to as the "Grantee"). This conservation easement agreement is entered under the laws of the state of Kansas for the purpose of preserving the *Name of Subject Property*, a property that is important culturally, historically, and/or architecturally.

1. **The Subject Property.** This document creates a conservation easement agreement for real estate legally described in Exhibit A**.** The Subject Property is the site of the *Name of Subject Property*, located at *Street Address, City, County, & State* (hereafter referred to as the "Subject Property").

2. **Grant of conservation easement.** In consideration of the sum of $ *grant award amount* received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement agreement for the Subject Property for the purpose of assuring preservation of the Subject Property.

3. **Easement required for Federal grant**. This conservation easement agreement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Paul Bruhn Historic Revitalization Grant program enacted by the Kansas State Historic Preservation Office as the Kansas Rural Preservation program.

4. **Conditions of easement**:

a. *Duration.* This conservation easement agreement is granted for a period of *insert number of years* (##) years commencing on the date when it is filed with the *County* County Register of Deeds, in the State of _____, in the United States of America.

b. *Documentation of condition of the Subject Property at time of grant of this conservation easement agreement.* In order to make more certain the full extent of Grantor's obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit "B" at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the Subject Property. To complement Exhibit "B", Grantee and/or the Grantor personnel have compiled a photographic record, including photographer's affidavit, high resolution electronic image files, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Subject Property on the date of execution of this easement is accurately documented by the architectural drawings and/or photographic record, which will be maintained for the life of this conservation easement agreement in the Grantee's conservation easement file for the Subject Property.

c. *Duty to maintain the Subject Property*. The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places (or a

Subject Property contributing to the significance of a National Register listed Historic District) throughout the effective date of this Easement.

d. *Restrictions on activities that would affect historically significant components of the Subject Property*. The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity will be undertaken or permitted to be undertaken in or on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit "B." Exterior construction materials, architectural details, form, fenestration, scale, and mass must not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").

e. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity will be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's applicable *Standards for Archeology and Historic Preservation*.

f. *Maintenance of recovered materials*. The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.

g. *Public access*. The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

h. *Right to inspect*. The Grantor agrees that the Grantee, its employees, agents and designees will have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property the Grantee will be granted access to the Subject Property with no prior notice.

i. *Anti-discrimination*. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) all as amended. These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons will be made in consultation with the Grantee.

j. *Easement will run with the land; conditions on conveyance*. This conservation easement will run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this conservation easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.

k. *Casualty Damage or Destruction*. In the event that the Subject Property or any part of it is damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor will notify the Grantee in writing within 14 calendar days of the damage or destruction, such

notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, will be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee will give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the Subject Property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government.

l. *Enforcement*. The Grantee will have the right to prevent and correct violations of the terms of this conservation easement agreement. If the Grantee, upon inspection of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the Grantee will give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Subject Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Subject Property to reimburse the Grantee and the Kansas Attorney General for all the State's expenses incurred in stopping, preventing, and/or correcting the violation, including, but not limited, to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation will not bar it from doing so at a later time.

m. *Effective date; severability*. This conservation easement agreement will become effective when filed by the Grantor in the Office of the Register of Deeds of ___*County*____ County, Kansas, with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts will not be affected, and the rights and obligations of the parties will be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.

n. *Amendments*. The parties may by mutual written agreement jointly amend this conservation easement agreement, provided the amendment is consistent with the preservation purpose of this conservation easement and will not reduce the regulatory controls listed in the conditions of this conservation easement agreement. Any such amendment will not be effective unless it is executed in the same manner as this conservation easement agreement, refers expressly to this easement agreement, and is filed with the __*county*__ County Register of Deeds.

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject conservation easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument.

In witness whereof, Grantor and Grantee have set their hands under seal on the days and year set forth below.

**GRANTOR:** _____

By: _____
Name and Title

STATE OF KANSAS, _____ COUNTY, ss: On this _____ day of _____, 20_____, before me the undersigned, a Notary Public for said State, personally appeared ***Name of Person***, to me personally known, who stated that they are the ***Owner of the Subject Property/Title and Organization***, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

_____
NOTARY PUBLIC

**GRANTEE:** _____

By: Jennie Chinn, Executive Director/State Historic Preservation Officer

_____
**Name and Title**

STATE OF KANSAS, _____ COUNTY, ss: On the _____ day of _____, 20_____, before me, a Notary Public for said State, personally appeared **Name of Person**, who stated that they are the duly appointed and actively serving Executive Director/State Historic Preservation Officer, and that they executed the foregoing conservation easement agreement as their voluntary act and as the voluntary act of the State Historic Preservation Office.

_____
NOTARY PUBLIC

## EXHIBIT A TO THE CONSERVATION AGREEMENT

Legal description of the Subject Property as found in the deed.

## EXHIBIT B TO CONSERVATION EASEMENT AGREEMENT

**Baseline Documentation**
**Subject Property Name, Address, City, State**

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of _____ (Subject Property name). Current photo documentation and a narrative description of the property from the National Register nomination must be attached to this baseline documentation. The narrative description must be updated if does not reflect the current appearance and condition of the Subject Property.

**Significant Character-Defining Interior Spaces and Features**

1.
2.
3.
4.

**Significant Character-Defining Exterior Spaces and Features**

1.
2.
3.

**EXHIBIT C TO CONSERVATION EASEMENT AGREEMENT**

**Written Documentation of the Signatory's Authority to Sign for and Legally Bind their Organization**

**RESOLUTION OF THE BOARD OF DIRECTORS OF**
**Insert Grantor Organization Name Here**

RESOLVED, that INSERT GRANTOR NAME HERE, a Kansas non-profit corporation (the "Grantor") will execute a conservation easement agreement with the Kansas State Historic Preservation Office/Kansas Historical Society, (the "Grantee"). This conservation easement will be entered under Kansas state law and regulations for the purpose of preserving the NAME OF SUBJECT PROPERTY, a property that is important culturally, historically, and architecturally.

RESOLVED, that INSERT SIGNATOREE to the EASEMENT'S NAME as INSERT TITLE of INSERT GRANTOR NAME HERE, is authorized, directed, and empowered to take such action and execute and deliver such document in such form as they deem to be in the best interests of INSERT GRANTOR NAME HERE, including without limitation the execution and delivery of a conservation easement.

I, INSERT CHAIRMAN'S NAME HERE, Chair of INSERT GRANTOR NAME HERE, do hereby certify that the foregoing is a full, true and correct copy of the resolution of the Board of Directors of said Corporation, duly and regularly passed by the Board of Directors of said Corporation in all respects as required by law, and by the By-Laws of said Corporation, on the _____ day of _____ 20_____, at which time a majority of the Board of Directors of said Corporation was present and voted in favor of said resolution.

Date: _____

By: INSERT GRANTOR NAME HERE

By: _____*Signature*_____
TYPE NAME HERE, TYPE TITLE HERE