



Thunder Bay Theatre
Project Location: 400 N. Second Ave. Alpena, MI 49707
Mailing Address: PO BOX 314, Alpena, MI 49707
989-354-2267 | thunderbaytheatreboard@gmail.com

March 20, 2024

Request for Proposals- Thunder Bay Theatre Renovation Windows & Doors Replacement

Thunder Bay Theatre, Inc. is requesting pricing for a portion of its renovation activities at its historic, mixed use building at 400 N. Second Ave. in Downtown Alpena. The organization is requesting proposals for pricing for the removal and replacement of its doors and windows on the building. All work must follow the U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

- Location: 400 N. Second Ave., Alpena, MI 49707
- Owner: Thunder Bay Theatre, Inc.
- General Activities: Replacement of 19 second-story windows, removal of first story in-fill and doors. Installation of new aluminum storefront windows and 4 entrance doors. Please see **Appendix A** for a list of work to be completed and **Appendix C** for photos of property currently.
- Requirements: All work must follow the U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. Please see **Appendix B** for additional Contractor Requirements.
- Submission Materials: Please submit:
 - Pricing for all activities as listed in **Appendix A**. Prices must be firm, fixed price. Cost-plus, time and materials, and other such bids are not allowed.
 - Proposed project schedule and date of completion for activities.
 - Three references from prior construction projects
- Deadline: Saturday, April 20, 2024 at 5:00 pm
- Property Visit: It is the responsibility of each bidder to visit the site and become familiar with existing general, local, and site conditions that may affect cost, progress, and performance of the work. To arrange a site visit, please contact TBT Board President Anne Gentry at 989-464-9939.
- Additional Information: Any questions must be directed in writing to TBT Board President Anne Gentry at thunderbaytheatreboard@gmail.com. All known bidders will be provided with the questions and answers.

Please submit a sealed bid to Thunder Bay Theatre by Saturday, April 20, 2024 at 5:00 pm. Sealed bids must have "Thunder Bay Theatre Windows + Doors Replacement" clearly marked on the outside for easy identification. Bids should reflect best price, including all activities and materials related to the renovation activities as specified in **Appendix A**. Bids should be mailed to **Thunder Bay Theatre, PO Box 314, Alpena, MI 49707**. Bids received after the closing date and time listed above will not be considered.



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The public opening of bids will be held at the Alpena Downtown Development Authority Office, located at 124 E. Chisholm St., Alpena, MI 49707 on Monday, April 22, 2024 at noon.

Credits & Disclaimers

The activity that is the subject of this project has been financed in part with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P21AP11789-00, through the Michigan Strategic Fund (MSF), State Historic Preservation Office (SHPO). 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 or the Michigan Strategic Fund, State Historic Preservation Office.

This project is subject to a contract between the State of Michigan and Thunder Bay Theatre, Inc., and compliance with all applicable federal, state and local laws, rules and regulations is required. All parties have the responsibility to review the terms of the grant agreement and assure compliance with all state and federal requirements. All work must meet the U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. Changes to the scope of work must be approved by Thunder Bay Theatre, Inc. and SHPO prior to their implementation.

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, please write to: Chief, Office of Equal Opportunity Programs, United States Department of the Interior, National Park Service, 1849 C Street, NW, MS-2740, Washington, DC 20240.

Compliance with Executive Order 11246, "Equal Employment Opportunity" (EEO), and related provisions is required. The selected contractor will be required to sign a certification of nonsegregated facilities for submission to the SHPO prior to the start of work. See attached **Exhibit E** for the grant agreement between MSF/SHPO and Thunder Bay Theatre, Inc. The contractor shall post in conspicuous places, available to users of the Subgrantee's facility(s) and program(s), notices setting forth the following or its equivalent:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Chief, Office of Equal Opportunity Programs, United States Department of the Interior, National Park Service, 1849 C Street, NW, MS-2740, Washington, DC 20240



Appendix A – Scope of Work

Contractor is responsible for securing all required permits to undertake the work.

Interior Work

- Reinstall existing 4 salvaged first floor interior doors
- Supply and install 2 new interior doors to first floor office area
- Supply and install door stops as required

Exterior Work

- Remove and replace all 19 second-floor windows Second Ave. and Fletcher St. facades with single-hung, aluminum clad windows
 - Replacement windows must be compatible with the existing windows in configuration and dimensions, including individual elements
 - Replacement windows shall have an exposed wood interior, and white exterior finish
 - All interior and exterior trim shall be rehabilitated in situ, including applying new finishes
 - All glass shall be fully transparent
 - Bidder shall provide a specification sheet for the proposed replacement window before starting work
 - New windows shall include a half screen over the bottom sash
- Remove and replace 9 windows on Southern façade with single-hung, aluminum clad windows (fit in 5 openings)
 - Replacement windows must be compatible with the existing windows in configuration and dimensions, including individual elements
 - Replacement windows shall have an exposed wood interior, and white exterior finish
 - All interior and exterior trim shall be rehabilitated in situ, including applying new finishes
 - All glass shall be fully transparent
 - Bidder shall provide a specification sheet for the proposed replacement window before starting work
 - New windows shall have spacer bar and exterior grids (3x3)
- Remove and dispose of existing doors and in-fills on first floor
- Remove existing windows and in-fills on first floor
- Clean paint from first-floor brick under storefronts; remove deteriorated mortar and repoint as needed
- Supply and install new aluminum storefronts
 - Storefront should retain current configuration, with in-fill boarded areas to become windows
 - The arrangement and division of windows must be compatible with the historic appearance of the building as reflected in historic photographs of property in **Exhibit D**
 - Color to approximately match the existing/historic aluminum as reflected in historic photographs of the property in **Exhibit D**
 - All glass should be fully transparent. A minimum level of low-E glazing may be used but it shall note change the transparency or reflectiveness of the window.



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- Bidder shall provide a specification sheet and proposed arrangements for the storefront assemblies before starting work.
- Remove 1 existing steel door and frame to apartments. Install new aluminum storefront entrance with sidelight
- Remove and dispose of 2 existing doors to auditorium and lobby. Supply and install new aluminum entrance door
- Remove and dispose of 1 existing door on Fletcher St. to auditorium. Supply and install new aluminum entrance door

Appendix B- Contractor Requirements

Insurance: Contractor shall maintain such insurance as will protect him and the Owner from claims under worker's compensation for acts for all workers and subcontractors employed by the Contractor. Public liability insurance shall be maintained by the Contractor including personal injury and property damage. The Contract must supply proof of insurance to the Owner before to the execution of the contract.

Indemnification: The Contractor shall indemnify and hold harmless the Thunder Bay Theatre and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work. Provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom. Which is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly employed by them or by anyone for those acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

Timeline: Contractor must complete work for required activities by December 1, 2024. This is a mandated date associated with project funding, and no extensions will be given.

Award Process: Thunder Bay Theatre reserves the right to accept any bid, or reject any or all bids and to waive defects or irregularities in any bid. Responses to this request for sealed bids will be evaluated based upon the bidder's current ability to provide the highest level of service and quality produce that meets the requirements and goals of this request and is in the best interest of the Owner.

- Items: Bidder shall submit costs for labor and material for each of the line items as indicated in Appendix A.
- Past Performance: The Owner reserves the right to evaluate the bidder's prior performance with similar historic renovation projects.



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Exhibit C- Current Photos of Property





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Exhibit D- Historic Photos of Property





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Exhibit E- Grant Agreement

STATE OF MICHIGAN

MICHIGAN STRATEGIC FUND

RESILIENT LAKESHORE HERITAGE PROGRAM GRANT AGREEMENT

**FOR THE THUNDER BAY THEATRE REHABILITATION PROJECT,
ALPENA, MICHIGAN**

TO BE PERFORMED BY

THUNDER BAY THEATRE, INC.

This Resilient Lakeshore Heritage Program Grant Agreement (this "Agreement"), CFDA No. 15.904, Contract No. RLH23-004 is made on April 17, 2023 by and between the **MICHIGAN STRATEGIC FUND** (the "MSF") and **THUNDER BAY THEATRE, INC.** (the "Subgrantee") who take notice that:

The STATE HISTORIC PRESERVATION OFFICE (the "SHPO") (the SHPO, the MSF collectively, the "Grantee") was transferred to the MSF pursuant to Executive Order 2019-13. The SHPO is authorized by the UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE (the "Grantor"), pursuant to the National Historic Preservation Act of 1966; Pub. L. No. 89-665, as amended by Pub. L. No. 96-515; 54 U.S.C. §100101 *et seq.* (the "Act"), as amended, to provide support for the protection, rehabilitation, and restoration of districts, sites, buildings, structures, and objects listed in or eligible for listing in the National Register of Historic Places (the "National Register");

The Grantee received funding from the Grantor's Paul Bruhn Historic Revitalization Grants Program to provide matching grants for rehabilitation projects in rural Michigan communities located along the Great Lakes;

The Grantee desires to aid the Subgrantee in its efforts to protect and rehabilitate 400 North Second Avenue, Alpena, Michigan 49707 (the "Historic Property"), which is eligible for listing in the National Register as part of the Alpena Downtown Historic District (the "Historic District"); and

The Subgrantee desires to be aided with these activities as provided in this Agreement.

THEREFORE, IT IS AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

**SECTION I
PROJECT WORK SPECIFICATIONS**

- A. Project Objective.** The objective of this project is for the Subgrantee to hire a contractor(s) to list the Historic District in the National Register and to complete rehabilitation construction activities at the Historic Property as detailed in the Scope of Work, attached hereto and incorporated into this Agreement as Exhibit A (the "Project Work").
- B. Project Site, Construction, Maintenance and Preservation Efforts.** The Project Work shall be performed on the Historic Property.

The Subgrantee agrees to obtain written permission from the Grantee prior to beginning any construction, maintenance, or preservation efforts on the Historic Property. The Subgrantee further agrees to restore, rehabilitate, preserve and otherwise maintain the Historic Property, at its own expense, consistent with the U.S. Secretary of Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Revised 1990) (the "Standards") and with the Department of Interior's *Preservation Briefs* for structural components considered historically significant. Upon completion of any construction, maintenance, or preservation efforts, the Subgrantee shall furnish written documentation of the results to the Grantee and shall permit the Grantee and Grantor access to the Historic Property for inspection. The Subgrantee shall also permit the Grantee and Grantor to conduct an annual inspection of the Historic Property. This provision shall continue in duration beyond the End Date.

- C. Permits and Licenses.** The Subgrantee shall be responsible for obtaining any and all permits, licenses or other proper authorization or permission-related documents required for the performance of this Agreement.
- D. Ownership.** All documents and reports delivered to the Grantee under this Agreement shall become and be the property of the Grantee.

**SECTION II
PERFORMANCE OF PROJECT WORK**

- A. Period of Performance.** Because federal budgetary constraints require the completion of the Project Work by a date certain, TIME IS OF THE ESSENCE to this Agreement. The performance of the Project Work shall begin on or after the execution of this Agreement by the Grantee and shall be completed no later than September 30, 2024 (the "End Date"). Failure of the Subgrantee to satisfactorily complete all Project Work and activities, in the Grantee's sole discretion, by the End Date shall render this Agreement voidable at the option of the Grantee. In the event this Agreement is voided, the Subgrantee shall not be entitled to any reimbursement under the terms of this Agreement. The End Date shall not be extended. Nothing in this provision shall be construed to limit or restrict the Grantee's right to terminate this Agreement for cause in accordance with Section

XIII where the Subgrantee would be entitled to reimbursement in accordance with Section XII of this Agreement.

B. Project Representatives. The Subgrantee designates the following individual as project representative for all matters concerning this Agreement:

Anne Gentry
Thunder Bay Theatre, Inc.
PO Box 314
Alpena, MI 49707
Telephone: (989) 356-6422
Email: annebentry@gmail.com

The Grantee designates the following individual as project representative to be the initial point of contact for all matters concerning this Agreement:

Alan Higgins, CLG Coordinator
State Historic Preservation Office
Michigan Strategic Fund
300 N. Washington Square
Lansing, MI 48913
Phone: (517) 256-4358
Email: higgins3@michigan.gov

Except for changes to the performance schedule (the "Performance Schedule"), attached hereto and incorporated into this Agreement as Exhibit B, (excluding the End Date), the designated project representatives shall have no authority to make promises or binding obligations either for the Grantee or the Subgrantee, as such authority rests with the duly authorized persons executing this Agreement on behalf of the respective parties.

C. Employees of Subgrantee/Contractor or Key Persons.

1. The Subgrantee and its employees, agents, and independent contractors acknowledge that 2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System ("Pensioned Retirees") who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their state pension for the duration of their reemployment. PENSIONED RETIREES WHO PROVIDE OR RENDER SERVICES PURSUANT TO THIS AGREEMENT MAY HAVE TO FOREFEIT THEIR PENSIONS. THE SUBGRANTEE AND ANY SUBCONTRACTOR(S) ACKNOWLEDGE THAT ALL PENSIONED RETIREES THEY EMPLOY HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL TO DETERMINE IF THEY ARE AFFECTED BY PUBLIC ACT 95 OF 2007. THE SUBGRANTEE, ANY SUBCONTRACTOR(S) AND ANY PENSIONED RETIREES THEY EMPLOY ACKNOWLEDGE AND AGREE THAT NEITHER THE STATE, NOR THE GRANTEE, NOR ITS EMPLOYEES, DIRECTORS, AGENTS NOR BOARD SHALL BE LIABLE TO THE SUBGRANTEE, ANY SUBCONTRACTOR(S) OR PENSIONED RETIREE(S) IN THE EVENT A PENSIONED RETIREE FORFEITS HIS OR HER PENSION.

D. Subcontracts. In accordance with the bidding procedures in the Grantee's *Resilient Lakeshore Heritage Program Grant Manual* (the "Grant Manual"), the Subgrantee, with the approval of the Grantee, may subcontract for the performance of the activities prescribed in this Agreement. The Subgrantee shall provide written notice to the Grantee of its bidding process and shall obtain approval from the Grantee before the bid process begins. Written notice shall be provided on three (3) separate occasions:

1. Before the bidding process begins. Notice shall consist of the Subgrantee's bid specifications and a description of the bidding process the Subgrantee intends to follow;
2. Before a winning bid proposal is selected. Notice shall consist of copies of the bid proposals received by the Subgrantee and rationale for selection of the subcontractor; and
3. After the Subgrantee has awarded a contract to a subcontractor approved by the Grantee. Notice shall contain a copy of the subcontract entered between the Subgrantee and its subcontractor.

The subcontract shall incorporate all the provisions of this Agreement by reference and/or attachment. Neither the decision to subcontract nor the consent of the Grantee to subcontracting shall modify the obligations of the Subgrantee under this Agreement. The Subgrantee shall be fully responsible for the noncompliance with this Agreement by its subcontractors and by persons directly or indirectly acting for such subcontractors the same as it is for the noncompliance attributable to the Subgrantee and persons acting for the Subgrantee.

The Subgrantee shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Subgrantee shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Grantee or otherwise deemed necessary in the opinion of the Subgrantee for enforcing compliance under such subcontracts.

Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Subgrantee, in performing its duties under this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC §158. The Grantee may void this Agreement if the name of the Subgrantee or the name of a subcontractor, manufacturer, or supplier used by the Subgrantee in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Subgrantee shall neither employ nor subcontract for a service under this Agreement with a party who is debarred or suspended under state or federal law, including but not limited to suspensions or debarments by the Grantee under Grantee Rules and/or as described in 43 C.F.R. Part 12 *et seq.*

The Subgrantee shall perform cost or price analysis in connection with every proposed subcontract, including subcontract modifications. Each subcontract entered into shall provide for the payment of a specific amount of money for goods or services rendered. Costs or prices may be based on estimated costs to the extent that costs incurred or cost estimates are consistent with cost principles. The Subgrantee shall not enter into any subcontract that has been valued on the basis of the subcontractor's cost plus a cost percentage, nor which has been valued on the basis of a percentage of construction costs.

- E. Records Maintenance and Disclosure.** The Subgrantee and its subcontractors shall properly maintain such project records and accounts as are prescribed by the Grantor or the Grantee. These records shall include but are not limited to: documentation of the receipt and disbursement of all funds involved in the grant; documentation of compliance with the terms of this Agreement; and documentation of employment practices and procedures. The Grantee may prescribe the requisite form of all such records to be maintained by the Subgrantee.

The Subgrantee shall be responsible for the maintenance and retention of proper records by its subcontractors. Upon request of the Grantor, the Grantee, the Comptroller General of the United States, or any of their duly authorized representatives (the "Agencies"), the Subgrantee and its subcontractors shall provide for and facilitate the Agencies access to, audit of, excerpts of, transcription of and examination of all books, audit reports, or records maintained in connection with the Grant. Each record must be retained and be available for inspection for three (3) years after final reimbursement is made by the Grantee under this Agreement and all pending matters are closed (the "Retention Period"). However, if any records are involved in any litigation, claim, or audit which arises before the expiration of the Retention Period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved or until the end of the Retention Period, whichever is later. The Agencies, upon request, shall be furnished with a copy of any such books and records.

All records pertinent to this Grant are subject to public disclosure under the federal Freedom of Information Act, 5 U.S.C. § 552, as amended, unless determined to be exempt under that statute, the Act, and the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Subgrantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

- F. Repayment of Funds.** If at any time before the expiration of the Retention Period it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Subgrantee shall immediately repay the funds at issue upon demand by the Grantee.
- G. Reports.** The Subgrantee shall promptly submit to the project representative designated by either the Grantor or the Grantee any reports prescribed by this Agreement. Such reports shall include but not be limited to: progress reports; a report of all receipts; expenditures; project activities and accomplishments, including a comparison of the final budget to the approved project budget (the "Project Budget"), attached and incorporated into this Agreement as Exhibit C; and supporting

documentation for claimed reimbursements. The Grantor or the Grantee shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Subgrantee.

Prior to the End Date, the Subgrantee shall submit to the Grantee both a final project completion report and a final and proper claim for expenditure reimbursement which shall be supported by documentation of the expenditures claimed.

If the End Date occurs in a fiscal year subsequent to the State of Michigan fiscal year in which this Agreement is executed, or is extended into a new fiscal year, the Subgrantee shall submit to the Grantee, by September 15th of the current year (1) a complete documentation of the first fiscal year's expenditures and (2) a progress report for the completion material described in this Agreement for that project period.

- H. Audit.** All local units of government receiving \$750,000.00 or more in federal grants or aid in a fiscal year shall comply with the audit requirements of the federal Office of Management and Budget as provided in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; 2 C.F.R. Part 200.500-200.521, Subpart F – Audit Requirements. Schedules of findings and questioned costs shall be submitted to the Grantee within 30 days after completion of the audit, but no later than nine (9) months after the end of the state's fiscal year in which the project was completed.

If an audit identifies any questioned costs in connection with the Project Work, the Subgrantee shall forward to the Grantee copies of the schedules of findings and questioned costs, accompanied by a check made payable to the Grantee in an amount equal to the funds which the Subgrantee received under this Agreement that are deemed a disallowed reimbursement through the audit.

- I. Inspection of Project Work.** The Agencies shall, at all times during the term of this Agreement, retain the right to monitor and inspect all Project Work, documents, reports, and activities provided for in this Agreement at reasonable times and upon reasonable notice. Upon request of the Agencies, the Subgrantee and its subcontractors shall provide for and facilitate the Grantor's or the Grantee's access to, audit of, excerpts of, transcription of and examination of the Project Work, documents, reports, and activities undertaken pursuant to this Agreement or to any documentation as, in the judgment of the Grantee or the Grantor's representatives, may be relevant to a question of compliance with this Agreement, or the effectiveness, legality, or achievements of the grant-assisted program. The Subgrantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.
- J. Prohibited Interests and Conflicts of Interest.** The award and administration of this Agreement shall be accomplished free from bribery, graft, kickbacks, and other corrupt practices as provided in the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, and as supplemented by U.S. Department of Labor regulations, set forth at 29 C.F.R. Part 3.

In addition, every official, officer, agent, consultant, or employee of the Grantee who exercises or has exercised any functions or responsibilities with respect to this Agreement or who is in a position to gain information not generally available to the general public with regard to this Agreement or who is authorized in an official capacity to negotiate, make, approve, or to take part in decisions regarding a subgrant, contract, subcontract, or other agreement in connection with this Agreement or the Project Work shall be prohibited from having any apparent or real financial or personal interest or benefit in such grants, contracts, and agreements. No member, officer, or employee of the Grantee, including the Board, shall have any interest in this Agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (*i.e.*, unpaid and the time not charged to this Grant).

Prior to the execution of this Agreement, the Subgrantee acknowledges and confirms that it has delivered to the Grantee a written list of all interests of the Subgrantee, or its officers, employees, and subcontractors, which may cause conflicts between the interests of those entities or parties and the interest of the Grantee. The Subgrantee further acknowledges that its employees, members, shareholders, agents, or subcontractors prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Further, should a conflict of interest arise during the term of this Agreement, the Subgrantee shall contact the Grantee immediately and describe in detail the conflict of interest.

K. Prohibited Methods and Procedures. The Subgrantee and its agents, employees, and representatives, in the course of the performance of services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission.

The Subgrantee shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 U.S.C. § 1913.

L. Environmental Protection Standards. The Subgrantee agrees to comply with all pertinent requirements of the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*, as amended, and Executive Orders 11288, 11990, and 11988; the Coastal Zone Management Act, 16 U.S.C. § 1451

et seq., as amended; the Endangered Species Act, 16 U.S.C. § 1531 *et seq.*, as amended; the Wild and Scenic Rivers Act, 16 U.S.C. § 1271 *et seq.*, as amended; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, as amended; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as amended; and the regulations and guidelines issued to implement the foregoing laws.

The Subgrantee agrees to promptly notify the Grantee of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency (the "EPA"), indicating that any facility used or to be used under this Agreement is under consideration for listing or has been listed on the EPA's list of violating facilities.

The Subgrantee agrees to require of every subcontractor, if any, the same certifications given above and to insert in every subcontract all other criteria and requirements of this provision. Further, the Subgrantee shall immediately take such affirmative or remedial action as the Grantee may direct as a means of enforcing such provisions.

M. Political Activities. The Subgrantee shall not expend any Grant funds for the purchase, lease, or use of equipment or premises for political purposes, for sponsoring or conducting candidate's meeting(s), for engaging in voter registration or voter transportation activity, or for any partisan political activities.

N. Equal Employment Opportunity. During performance of this Agreement, the Subgrantee covenants and assures that:

1. The Subgrantee and its subcontractors shall comply, and require compliance, with the conditions and obligations imposed on a recipient of federal financial assistance as set forth in Title VI of the Civil Rights Act of 1964; 42 U.S.C. § 2000d *et seq.*; Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*; Title V, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the rules, regulations, and guidelines promulgated pursuant to those acts; all applicable Executive Orders on equal employment opportunity, especially Executive Order 11246, as amended by Executive Order 11375, and as supplemented in U. S. Department of Labor regulations, 41 C.F.R. Part 60; as well as the following Michigan laws, 1976 PA 220; MCL 37.1101 *et seq.*, and 1976 PA 453; MCL 37.2101 *et seq.*, as amended.
2. Neither the Subgrantee nor its subcontractors shall discriminate against an employee or applicant for employment. The Subgrantee and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status. Such affirmative action shall include but not be limited to the following: employment, upgrading, demotion, and transfer; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of compensation; selection for training, including apprenticeships; and the conditions and privileges of employment.
3. Neither the Subgrantee nor its subcontractors shall discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of

employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, familial status, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement.

4. The Subgrantee and its subcontractors shall post in conspicuous places available to employees and applicants for employment, notices setting forth all provisions of Section II(N.)(1-3).

The Subgrantee and its subcontractors shall post in conspicuous places, available to users of the Subgrantee's facility(s) and program(s), notices setting forth the following or its equivalent:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Chief, Office of Equal Opportunity Programs
United States Department of the Interior
National Park Service
1849 C Street, NW, MS-2740
Washington, DC 20240

5. The Subgrantee and its subcontractors shall state in all solicitations or advertisements for employment placed by or on behalf of the Subgrantee or its subcontractors in connection with the work and activities described in this Agreement that all qualified applicants will receive consideration for employment without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status which is unrelated to the individual's ability to perform the duties of a particular job or position.
6. The Subgrantee shall include the provisions of Section II(N.)(1-5) in all subcontracts for any work covered by this Agreement, so that such provisions shall be binding upon each such subcontractor.
7. If the Subgrantee receives a complaint, in writing, alleging Title VI discrimination, the Subgrantee shall, within ten (10) days of receipt, forward the original complaint document to the Office for Equal Opportunity, U.S. Department of the Interior, 1849 C Street, NW, MS-2740, Washington, DC 20240. The Subgrantee shall likewise forward a copy of the complaint document to the Grantee.
8. The Subgrantee shall be fully accountable and responsible for ascertaining, implementing, and enforcing compliance with the enumerated provisions for equal employment opportunity. Breach of any covenant and assurance set forth in Section II(N.)(1-7) shall constitute a material and substantial breach of this Agreement and is cause for voiding this Agreement at the option of the Grantee.

9. The Subgrantee shall file with the Grantee a statement showing that there is a reasonable representation of minorities and women in all levels of the Subgrantee's work force and pledging that there exists equal opportunity to participate in and enjoy the benefits of all programs and activities without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status.
10. The Subgrantee agrees to abide by and to assure that each subcontract construction firm with a contract of Ten Thousand Dollars (\$10,000.00) or more abide by the provisions of the following attached and incorporated Exhibits to this Agreement:
 - a. Exhibit D – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.
 - b. Exhibit E – The Standard Federal Equal Employment Opportunity Construction Contract Specifications.
 - c. Exhibit F – Equal Opportunity Clause.
 - d. Exhibit G – Certification of Nonsegregated Facilities.
11. The Subgrantee agrees to ensure that personnel decisions are in accordance with the following:
 - a. Uniform Guidelines on Employee Selection Procedures (1978); Section 60-3, Uniform Guidelines on Employee Selection Procedure (1978); 43 Fed. Reg. 38295 (August 25, 1978).
 - b. Sex Discrimination Guidelines; 41 C.F.R. § 60-20.
 - c. Guidelines on Discrimination because of Religion or National Origin; 41 C.F.R. § 60-50.
12. The Subgrantee agrees to provide data and reports to the United States Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) as required or requested including the following:
 - a. One-time notification within ten (10) days of all construction projects in the designated geographical area, Federal and non-Federal, by agency, contract number, location, estimated dollar value, percent completed and project completion date.
 - b. Notification of any subsequent construction work (Federal and non-Federal) in the designated geographical area in excess of Ten Thousand Dollars (\$10,000.00).
 - c. Employment Utilization Report is to be filed monthly (Form CC-257).
13. The Subgrantee shall maintain non-segregated facilities.
14. The Subgrantee shall sign and shall require its subcontractors to sign a “Certification of Non-segregated Facilities.”
15. The Subgrantee agrees to expressly state in all employment solicitation or advertising that the Subgrantee is an Equal Opportunity Employer.
16. The Subgrantee agrees to display an Equal Opportunity Poster.
17. The Subgrantee agrees to allow OFCCP personnel access to construction sites, records, and employees for purposes of determining the Subgrantee’s compliance status.

18. The Subgrantee agrees to not enter into contracts with contractors debarred from Federal contracts or federally-assisted construction contracts by the U.S. Secretary of Labor.

O. Civil Rights. The Subgrantee and its subcontractors shall sign a Civil Rights Assurance of Compliance statement and shall post it in conspicuous places, available to employees, applicants for employment, applicants and recipients of program or activity benefits, and users of the Subgrantee's facility(s) and program(s), and shall print in all grant-related handbooks, manuals, pamphlets, and other materials ordinarily distributed to the public, notices setting forth the following or its equivalent:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Chief, Office of Equal Opportunity Programs
United States Department of the Interior
National Park Service
1849 C Street, NW, MS-2740
Washington, DC 20240

P. Project Sign. The Subgrantee shall place not less than one (1) project sign (“the Sign”) acknowledging federal financial assistance in a conspicuous location on the Historic Property site. The Sign shall be erected at the beginning of Project Work and a photograph of the Sign shall be submitted to the Grantee. The Sign shall remain in place until the Project Work has been completed. The Sign shall be a minimum of 4’ x 6’ and shall be in keeping with the visual aesthetics of the Historic Property. The Sign shall at a minimum contain (1) the name of the Historic Property, (2) the National Park Service (“NPS”) funding credits and logo, (3) the Grantee logo, and, if applicable, (4) the Subgrantee logo. The Grantee will provide the Subgrantee with a digital file containing the required content of the Sign, which shall be manufactured by the Subgrantee. If the Subgrantee desires to deviate from the content of the Sign provided in the digital file, such deviation must be approved by the Grantee prior to manufacturing the Sign.

Q. Barrier-free Access. The Subgrantee agrees to comply with all pertinent requirements of the federal Architectural Barriers Act of 1968, 42 U.S.C. § 4151 *et seq.*, as amended, and the Utilization of Public Facilities by Physically Limited Act of 1966; MCL 125.1351 *et seq.*, as amended, provided, however, that the Subgrantee may seek and obtain approval from the appropriate administrative and enforcement authority for a variance in accordance with the above-referenced statutes. In implementing open public access, reasonable accommodations shall be made in consultation with the SHPO.

- R. Small, Women, and Minority Firms.** Affirmative steps shall be taken to assure that small, women, and minority businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
1. Including qualified small, women, and minority businesses on solicitation lists.
 2. Assuring that small, women, and minority businesses are solicited whenever they are potential sources.
 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, women, and minority business participation.
 4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, women, and minority business.
 5. Using the services and assistance of the federal Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as required.
 6. If any subcontracts are to be let, the Subgrantee shall require the prime contractor to take the affirmative steps listed in Section II(R.)(1-5).
- S. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. § 3141 *et seq.*, as amended, applies to construction contracts under the following circumstances:
1. Where General Revenue Sharing funds constitute twenty-five percent (25%) or more of the project cost.
 2. Where Community Development Block Grant monies are used as the non-Federal share of a Historic Preservation Fund grant.
 3. Where supplemental funding is furnished through a Federal program to which the Davis-Bacon Act applies.
- T. Energy Conservation.** The Subgrantee shall recognize and comply with mandatory standards and policies relating to energy efficiency contained in the State of Michigan energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, PL 94-165. The Grantor may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.
- U. Inventions and Patents.** If any Grant-assisted activity or project produces patentable items, rights, processes, or inventions such fact shall be promptly and fully reported to the Grantor. Unless there is a prior agreement between the Subgrantee and the Grantor on disposition of such items, the Grantor will determine whether protection on the invention or discovery will be sought. The Grantor will also determine how the rights in the invention or discovery, including rights under any patent issued, will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy." 36 Fed. Reg. 16889.
- V. Copyrights.** Except as otherwise provided in the terms of this Agreement, the author or Subgrantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Agreement. However, such materials shall include an

acknowledgment of the Grantor's grant assistance. Further, as a condition of the grant assistance, the Subgrantee agrees to, and awards to the State of Michigan and to the United States Government and their officers, agents, and employees acting within the scope of their official duties (the "Governments"), a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright. The Subgrantee shall not include in the subject data of this Grant any copyrighted matter without the written approval of the copyright owner. Such approval shall include permission for the Governments, above, to use the material in the manner provided above.

Unless otherwise limited in this Agreement, the Governments may, without additional compensation to the Subgrantee, duplicate, use, and disclose all subject data in any manner and for all purposes whatsoever, and allow others to do so.

The Governments shall have the right at any time to modify, remove, obliterate, or ignore any marking not authorized by the terms of this Agreement on any piece of subject data furnished under this Grant.

The term "subject data" used in this provision includes but is not limited to writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized data bases, pictorial reproductions, plans, drawings, specifications, electronic applications, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are (1) submitted with a proposal or grant application; or (2) specified to be delivered under this Agreement; or (3) developed or produced and paid for in whole or in part by this Agreement. The term does not include financial reports, cost analysis, and other information incidental to grant administration.

W. Performance Schedule. During the term of this Agreement, the Subgrantee agrees and assures that it shall complete the activities of this Agreement in accordance with the Performance Schedule.

X. Disclosure of Information. Neither the Subgrantee nor its agents or subcontractors shall disclose information or documents created in connection with this Agreement to any other party, without the prior written consent of the Grantee. Neither the Subgrantee nor its agents or subcontractors shall use information or documents created or maintained in connection with this Agreement to further any private interest other than as contemplated by this Agreement, without the prior written consent of the Grantee.

SECTION III PARTICIPATION IN OTHER GRANTEE PROGRAMS

With the exception of providing services to the Grantee as described in this Agreement and the attached exhibits incorporated into this Agreement, neither the Subgrantee nor the Subgrantee's employees, agents, officers, directors, shareholders, or members will participate in Grantee programs or do business with the Grantee under any program in which the Grantee has a direct or indirect relationship, without first securing approval from the Grantee.

SECTION IV PROJECT WORK FUNDING

A. Sources of Project Funding. The Project Work described in this Agreement shall be financed in part by federal funds to be disbursed by the Grantee (the "Grant") and in part from other sources available to the Subgrantee. The Grantee, subject to the terms of this Agreement, shall commit an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) (the "Award") to complete the Project Work. The Subgrantee shall provide matching funds in the amount of Fifty Thousand Dollars (\$50,000.00). The Subgrantee's match shall be in the form of cash. The allowability and evaluation of the Subgrantee's source of funding for its required matching share shall be determined at the sole discretion of the Grantee.

B. Payment of Grant Funds. The Grantee, subject to the terms of this Agreement, shall pay to the Subgrantee for proper and allowable expenditures made by the Subgrantee in connection with this Agreement, a total reimbursement not to exceed the amount of the Award.

The Subgrantee has the option to receive an interim reimbursement (the "Interim Reimbursement") upon completion of fifty percent of the Project Work as described in Exhibit A and a final reimbursement after completion of all Project Work consisting of an amount not to exceed the difference between the Award minus the Interim Reimbursement (the "Final Reimbursement") or to make a singular Final Reimbursement request upon completion of the total Project Work.

The obligation of the Grantee to pay the Interim Reimbursement is conditioned upon the Subgrantee meeting all of the following conditions to the satisfaction of the Grantee: (1) satisfactory performance and completion of fifty percent of the Project Work in accordance with this Agreement, (2) submission of a interim progress report within thirty (30) days following Grantee approval of the Project Work, (3) submission of a comparison of the utilized budget to the Project Budget, and (4) a proper claim for reimbursement which shall be supported by documentation of the expenditures claimed. No reimbursement shall be made for unallowable or improper expenditures. In making the claim for reimbursement, the Subgrantee shall use the form entitled "Request for Final Reimbursement" provided by the Grantee.

The obligation of the Grantee to pay the Final Reimbursement is conditioned upon the Subgrantee meeting all of the following conditions to the satisfaction of the Grantee: (1) satisfactory performance and completion of the Project Work in accordance with this Agreement, (2) submission of a completion report within thirty (30) days following Grantee approval of the completed Project Work, (3) submission of a comparison of the final budget to the Project Budget, and (4) a proper claim for reimbursement which shall be supported by documentation of the expenditures claimed. No reimbursement shall be made for unallowable or improper expenditures. In making the claim for reimbursement, the Subgrantee shall use the form entitled "Request for Final Reimbursement" provided by the Grantee.

C. Allowable Expenditures. Subject to the terms of this Agreement and in accordance with *Uniform*

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards; 2 C.F.R. Part 200 et seq., the Historic Preservation Fund Manual (most recent edition), and the Grantee's *Grant Manual*, the Subgrantee shall be reimbursed for no more than 100% of the costs incurred in connection with the Project Work undertaken following the execution of this Agreement.

Any Project Work expenditure incurred in the current fiscal year shall be fully documented by the Subgrantee. Likewise, any expenditure incurred in a subsequent fiscal year shall be fully documented by the Subgrantee. Every request for reimbursement shall be submitted to the Grantee on a form prescribed by the Grantee and appropriate documentation shall be appended to the request. No expenses incurred for Project Work prior to the effective date of this Agreement or subsequent to the End Date shall be eligible for reimbursement.

Only direct expenditures for Project Work are eligible for reimbursement. Indirect expenditures are not eligible for reimbursement and the Grantee will automatically eliminate any expenses it deems to be an indirect expenditure from the Subgrantee's reimbursement requests.

Furthermore, the Subgrantee shall not be entitled to reimbursement for any costs the Grantor in its sole judgment deems unallowable. In no event, however, shall the Grantee's obligation to provide reimbursement for allowable expenditures exceed the Award.

- D. Repayment of Funds.** If this Agreement is terminated pursuant to Section XIII of this Agreement, the Subgrantee will be required to repay any federal funds previously disbursed for Project Work not meeting the requirements of this Agreement. If, at any time before the expiration of the Retention Period, it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Subgrantee shall immediately repay the funds at issue upon demand by the Grantee.

SECTION V NONASSIGNABILITY

The Subgrantee shall not assign or otherwise transfer any interest in this Agreement or the Project Work in any manner not provided for in this Agreement.

SECTION VI SUBGRANTEE OBLIGATION TO EFFECT EASEMENT

The Subgrantee, as a condition precedent to the final disbursement of funds by the Grantee, shall properly execute and record a historic preservation easement (the "Easement") prepared by the Grantee, expressed as restrictions and covenants running with the land, which is effective and enforceable against the Subgrantee, its successors, and assigns for the period referenced in Section VII, Paragraph A of this Agreement. The Easement shall include all provisions contained in Section VII and shall otherwise comply with the purpose and intent of this Agreement. Failure by the Subgrantee to record the Easement upon the request of the Grantee shall be a material breach of this Agreement.

**SECTION VII
PROJECT SITE MAINTENANCE AND ADMINISTRATION**

- A. Duration of Maintenance and Administration Requirements.** The duration of the maintenance and administration requirements of this Section have no relation to the period of performance for Project Work as described in Section II of this Agreement and shall be effective and enforced through September 30, 2034.
- B. Obligation to Preserve Historical Integrity.** The Subgrantee agrees to repair, maintain, and administer the exterior of the Historic Property, and assume all the accompanying costs, so as to preserve the historical integrity of features, materials, appearances, workmanship, and environment as provided for in this Agreement. "Historical integrity" shall mean those significant characteristics that originally qualified the project site for entry in the National Register. Further, the Subgrantee shall maintain the grounds adjacent to and surrounding the Historic Property in a landscaped environment consistent with the historical character of the Historic Property. Nothing in this Agreement shall prohibit the Subgrantee from seeking financial assistance from any source available to the Subgrantee.
- C. Limitations on Visual and Structural Changes.** The Subgrantee shall make no visual or structural change to the Historic Property that will affect the historic integrity of the Historic Property, without written prior approval from the Grantor and the Grantee.
- D. Public Visitation and Access.** The Subgrantee shall administer the Historic Property and the adjacent and surrounding grounds so that the general public shall have access for purposes of viewing the exterior of the Historic Property. The right of public access shall be for not less than twelve (12) days per year on an equitably spaced basis, and at other times by appointment. "Equitably spaced" does not necessarily require public access on a once-a-month basis but may take into account seasonal and other factors that will most effectively implement the purpose and intent of the Act. Likewise, what constitutes a "day" will depend upon the Subgrantee's good faith judgment in complying with the public benefit provisions of the Act, which might reasonably include opportunities for evening visitation.

The Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.* These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified physically challenged persons shall be made in consultation with the SHPO.

When exterior or interior work is assisted with grant funds and the work is not clearly visible from a public right-of-way or the interior work is not normally open to the public except for the required twelve (12) days per year, then the Subgrantee shall publish notification giving dates and times when the Historic Property will be open to the public. This notice shall be published in a

general circulation newspaper serving the community or area in which the Historic Property is located. The Subgrantee shall provide documentation of such notice to the Grantee each December for as long as the Easement is in effect.

- E. Fees Associated with Public Visitation.** The Subgrantee may charge a reasonable nondiscriminatory admission fee for public visitation and access to the Historic Property. If an admission fee is charged, it shall be established at a rate that will not discourage visitation and comport with fees charged at comparable historic facilities in the area.
- F. Flood Insurance Coverage.** The Subgrantee shall maintain flood insurance on the Historic Property, as required by Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4002 *et seq.*, if it is situated in an area designated by the U.S. Secretary of Housing and Urban Development as one having special flood hazards.
- G. Lead-Based Paint.** The Subgrantee and its subcontractors agree to refrain from using lead-based paint in residential structures constructed or rehabilitated with Federal assistance. Such paint is defined as "any paint containing more than six one-hundredths of one percent lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied," as provided in 24 C.F.R. § 35.63.
- H. Actions Affecting the Historic Property.** The Subgrantee shall inform and seek the approval of the Grantee prior to beginning any proposed action that may adversely affect the Historic Property. Further, the Subgrantee shall inform the Grantee prior to beginning any proposed action by any governmental unit which may adversely affect the Historic Property and of which the Subgrantee has knowledge.
- I. Applicability of Equal Opportunity Provisions.** For the duration of the maintenance and administration requirements of this Section, the Equal Employment Opportunity provisions set forth in Section II(N.) of this Agreement shall be applicable to any employment resulting from the use, repair, maintenance, administration, or accessibility of the Historic Property and the adjacent and surrounding grounds. The provisions of Section II(N.)(1)-(5) are incorporated by reference in this Section and shall be included and required by the Subgrantee in every employment contract or subcontract which results from the use, repair, maintenance, administration, or accessibility of the Historic Property and its adjacent and surrounding grounds.

The Subgrantee shall administer the Historic Property premises in such a manner that no person shall, on the basis of race, color, religion, national origin, ancestry, sex, age, familial or marital status, or disability be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity directly or indirectly related to the Historic Property.

- J. Requirements of Subleases.** In the event that the Subgrantee elects to lease or sublease the Historic Property, a written agreement including the provisions contained in Section VII(A)-(H) shall

be executed. The Subgrantee shall ensure that any lease agreement concerning the Historic Property complies with all other relevant terms of this Agreement and that it is consistent with the purposes and intents of the Act.

SECTION VIII RESPONSIBILITY, INDEMNIFICATION & DELEGATION

- A. Responsibility and Indemnification Obligation.** The Subgrantee shall be solely responsible for the acts, omissions, and negligence of its principals, employees, representatives, agents, and subcontractors. Accordingly, the Subgrantee shall indemnify and hold harmless the Grantee and its officers, agents, and employees from and against all claims, damages, losses, or expenses arising out of or resulting from the performance or non-performance of work under this Agreement. The indemnification established under this Section shall apply to any claim, damage, loss, or expense which is: (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting from injury or destruction, and (2) caused in whole or in part by any negligent act or omission, or any willful misconduct by the Subgrantee, any subcontractor, or anyone directly or indirectly employed by any one of them, or anyone for whose acts any one of them may be liable. The indemnification established under this Section shall apply regardless of whether the injury, sickness, disease, or death, or injury to or destruction of property is caused in part by a party indemnified by this Section. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.
- B. Non-Limitation.** In any and all claims against the Grantee or any of its officers, agents, or employees by an employee of the Subgrantee, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Subgrantee or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- C. Delegation.** The Subgrantee shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Grantee has given written consent to the delegation. When submitting the request to subcontract, the subcontractor shall include the following information about the subcontractor:
1. Name of Subcontracting Firm;
 2. Work that will be subcontracted;
 3. Names of individuals who will perform the subcontracted work; and
 4. List any and all Grantee programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.

Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Grantee shall be a material breach of this Agreement. In the event

a subcontractor is approved by the Grantee, the Key Persons for the Subgrantee/Contractor shall be subject to the requirements set forth in Section II of this Agreement.

SECTION IX COMPLIANCE WITH LAWS, REGULATIONS, GUIDELINES, AND POLICIES

The Subgrantee, in the performance of all activities under this Agreement, shall comply and require compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and of local government and shall neither commit nor permit any trespass upon any public or private property in the performance or attempted performance of any service or activity under this Agreement. The Subgrantee shall comply and require compliance with all requirements, limitations, regulations, rules, policies, guidelines, and interpretations which are made applicable to this Agreement by Executive Order of the President of the United States, by the Governor of the State of Michigan, by the Grantor, by the Michigan Attorney General, by the Grantee, by the U.S. Congress, or by the Michigan State Legislature, in connection with this Grant and pursuant to the Act.

In addition to the terms detailed in this Agreement, all Federal requirements governing grants (2 C.F.R. Part 200, consolidating and/or superseding OMB Circulars A-87, A-21 or A-122, which concern cost principles; A-102 or A-110, which concern administrative requirements; and A-133, which concern audit requirements) are applicable.

SECTION X DISPUTE RESOLUTION

Any dispute arising under this Agreement that is not amicably resolved by the parties shall be determined by the Grantee, which shall reduce its decision to writing and furnish a copy of it to the Subgrantee. The decision of the Grantee shall be final and shall control the subsequent dealings of the parties. The decision shall not bar the Subgrantee from seeking judicial review or other alternative recourse.

The occurrence of a dispute shall not excuse performance and compliance by the Subgrantee either prior to or during the pendency of the determination of the Grantee.

SECTION XI MODIFICATIONS

The Grantee or the Subgrantee may request modification of the Project Work, Project Budget, or Performance Schedule to be performed by the Subgrantee, provided that such a modification comports with the intents and purposes of this Agreement and is consistent with the Act, and the regulations, limitations, guidelines, policies, and interpretations prescribed by the Grantor pursuant to that Act. All requests for modification shall be submitted in written form by the duly authorized representative of the party requesting modification prior to their implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

The modification of a technical specification or procedure for Project Work that, if approved, will not affect or alter other terms of this Agreement may be accomplished by the written approval of the Grantee's designee. The modification shall not require the execution of an amendment to this Agreement, but shall

constitute, upon proper approval, a part of this Agreement. Except for approved changes of technical specifications or procedures as above provided, the modification of any of the other terms of this Agreement shall not be valid unless such modification is first approved in writing by both the Grantee and Subgrantee and only if such modification, after approval, is incorporated in a written amendment to this Agreement executed by the Grantee and the Subgrantee.

The Grantee alone shall determine whether a requested modification constitutes a request for change of a technical specification or procedure which will not further affect or alter this Agreement or whether the requested modification constitutes a request for modifying the terms of this Agreement.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, or employee of the Grantee or Subgrantee, either before or after the execution of this Agreement, shall modify any of the terms of this Agreement unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement, in an amendment to this Agreement, or in a written approval with respect to the modification of a technical specification or procedure for performance of the Project Work.

SECTION XII TERMINATION OF AGREEMENT FOR UNAVAILABILITY OF STATE OR FEDERAL FUNDS

It is the intent and understanding of both parties that this Agreement is contingent upon the receipt by the Grantee of federal funds pursuant to the Act, and/or the receipt of state funds appropriated by the Michigan State Legislature. If federal funds approved or obligated by the Grantor for administration by the Grantee in connection with this Agreement are at any time rendered unavailable to the Grantee by the Grantor, or if state funds intended for expenditure to support this Agreement are made unavailable by the Michigan State Legislature or some other state funding authority, such as the Michigan Department of Technology, Management and Budget, the Grantee shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Subgrantee. Should this Agreement be terminated by reason of the unavailability of state or federal funds for the Project Work, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Subgrantee under this Agreement prior to the effective date of such termination shall be made accessible in the form of copies to both the Grantee and Grantor.

In the event of termination under this provision the Subgrantee shall be entitled to receive reimbursement for allowable expenditures incurred prior to the effective date of termination if the Grantor approves and releases funds for that reimbursement. Reimbursement to the Subgrantee, in the event of termination under this provision, shall be made in accordance with Section IV of this Agreement.

SECTION XIII WITHHOLDING OF FUNDS, SUSPENSION, AND TERMINATION OF AGREEMENT

- A. Applicability.** When a Subgrantee has materially failed to comply with this Agreement's stipulations, terms, standards, or conditions, the Grantee may suspend the Grant, terminate the Grant for cause, or take such other remedies as may be legally available and appropriate under the circumstances. The approval of this Agreement and any subsequent payments made under this Agreement will not

prevent the Grantee from withholding funds because of the Subgrantee's failure to comply with the requirements of this Agreement or observe applicable Federal or State requirements.

1. Withholding of payments. The Grantee may withhold payments otherwise due to a Subgrantee if the Subgrantee has failed to comply with the Agreement's reporting requirements, program objectives, or Award conditions (the "Deficiency"). The Grantee will provide a written advance notification to the Subgrantee identifying the Deficiency and declaring its intent to withhold future payments if the Deficiency is not corrected by a specific date (the "Cure Date"). If the Deficiency is not corrected by the Cure Date, the Grantee will notify the Subgrantee by letter that payments will not be made until the Deficiency is corrected. When the Deficiency is fully corrected, payments will be released. Continued noncompliance or a failure to act by the Subgrantee may result in suspension or termination of this Agreement. (Grant suspensions or terminations include not only payments being withheld, but also that no additional costs, or only very limited additional costs, may be authorized by the Grantee to be incurred by the Subgrantee).
2. Suspension. Suspension is an action taken by the Grantee, which temporarily withdraws or limits a Subgrantee's authority to act or receive any benefits relating to the Agreement pending either (1) a corrective action by the Subgrantee as specified by the Grantee or (2) a decision by the Grantee to terminate the Agreement.
 - a. Notification. When a Subgrantee has materially failed to comply with the terms and conditions of this Agreement, the Grantee may suspend the Agreement, in whole or in part, after giving the Subgrantee 30 days written notice to provide the Subgrantee the opportunity to cure the condition or show cause as to why the Agreement should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Subgrantee, and the effective date of the suspension. The suspension may be made effective without previous notice in an emergency situation such as when a delayed effective date would unreasonably impair the Grantee's responsibility to protect the Government's interest.
 - b. Commitments. No commitment of funds incurred by the Subgrantee during a period of the suspension will be allowed under the Agreement, unless the Grantee expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subgrantee could not reasonably avoid during a period of suspension will be allowed if they result from charges properly incurred by the Subgrantee before the effective date of the suspension, and not in anticipation of suspension or termination.
 - c. Adjustments to payments. Appropriate adjustments to payments submitted by the Subgrantee after the effective date of suspension will be made either by withholding the payments or by not allowing the Subgrantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
 - d. Suspension period. A suspension will remain in effect until the Subgrantee has (1) taken corrective action to the satisfaction of the Grantee, (2) given written evidence satisfactory

to the Grantee that corrective action will be taken, or (3) until the Grantee terminates the Agreement.

3. Termination. Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.
 - a. Termination for cause. The Grantee may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Subgrantee has failed to comply with the terms and conditions of this Agreement. The Grantee will promptly notify the Subgrantee in writing of the termination and provide the reasons for the termination, together with the effective date. Payments made to the Subgrantee or recoveries by the Grantee under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.
 - b. Termination for convenience. The Grantee or the Subgrantee may terminate this Agreement in whole or in part when both parties agree that the continuation of the Project Work would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect any preservation agreement or covenant that may be executed as a prior condition for this Grant assistance. An amendment to this Agreement is required for all terminations for convenience.
 - c. Termination by Subgrantee. The Subgrantee may, with written notification to the Grantee, unilaterally cancel this Agreement at any time prior to the first payment on the Agreement. Once initiated, no Project Work financed with Grant proceeds shall be terminated by a Subgrantee prior to satisfactory completion without approval of the Grantee. After the initial payment, the Agreement may be terminated, modified, or amended only by mutual agreement of the Subgrantee and the Grantee pursuant to its terms. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.
 - d. Commitments. If this Agreement is terminated, the Subgrantee will not incur new obligations for the terminated portion after the effective date of the termination. The Subgrantee will cancel as many outstanding obligations as possible. The Grantee will allow full credit to the Subgrantee for the Federal share of the non-cancellable obligations properly incurred by the Subgrantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Subgrantee under this Agreement prior to the effective date of termination shall become the property of the Grantee. However, the Subgrantee shall be entitled to retain copies.

The Subgrantee, in the event of termination under this provision, shall be entitled to receive reimbursement for expenditures made and services satisfactorily performed under this Agreement prior to the effective date of such termination. When the Secretary of the Interior's Standards are cited in Section I of this Agreement, the Subgrantee shall only be entitled to reimbursement for that Project Work that meets the

Secretary of the Interior's Standards. Reimbursement to the Subgrantee, in the event of termination under this provision, shall be made in accordance with Section IV of this Agreement.

Notwithstanding the foregoing, the Subgrantee shall not be relieved of its liability to the Grantee for the damages sustained by the Grantee as the result of any breach of this Agreement until the Grantee so releases the Subgrantee and has determined for the purpose of set-off the exact amount of damages due the Grantee.

SECTION XIV EFFECTIVE DATE OF AGREEMENT TERMS

The parties agree and understand that this Agreement shall not take effect unless (1) the Grantor issues a written authorization to the Grantee for the Project Work described in this Agreement, and (2) this Agreement is signed by both the Grantee and the Subgrantee. If the Grantee's signature is not obtained, then any Project Work performed or expenses incurred by the Subgrantee in performance of this Agreement shall be performed or incurred by the Subgrantee at risk of non-reimbursement.

Further, the Subgrantee understands that, for each fiscal year, Project Work must receive a separate federal written authorization. A single fiscal year runs for 365 days from October 1 of a year to September 30 of the following year. Therefore, the parties agree that the Grantee is only liable to reimburse the Subgrantee for that Project Work which has (1) been satisfactorily performed under a signed agreement, (2) received federal authorization for the fiscal year in which it was performed, and (3) been performed and completed in compliance with the terms of this Agreement.

Although this Agreement may have been signed by both parties, any Project Work performed or expenses incurred by the Subgrantee in fulfillment of this Agreement, when federal authorization for that fiscal year is lacking, shall be performed or incurred at the sole and singular risk and expense of the Subgrantee.

SECTION XV SEPARABILITY OF PROVISIONS

It is declared to be the intent of the parties that if any provision of this Agreement or its application to any persons or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect or invalidate the remainder of this Agreement or its application to other persons or circumstances, unless so provided by the court or unless the severance of such an invalid provision alters the basic intent or purpose of this Agreement, causes an increase of the Grantee's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy, or interpretation prescribed by the Grantor under the Act.

SECTION XVI EXECUTION AND IMPLEMENTATION

- A. **Counterparts; Facsimile/PDF Signatures.** This Agreement may be signed in counterparts and delivered by facsimile or in pdf form, and in any such circumstances, shall be considered one document and an original for all purposes and shall become effective on the date of the final signature.

- B. **Waiver.** A failure or delay by the Grantee in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.
- C. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter, and supersedes all prior agreements whether written or oral, with respect to the subject matter of this Agreement.
- D. **Jurisdiction.** The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Subgrantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Subgrantee resides, in or outside of the United States.

IN WITNESS WHEREOF the parties to this Agreement, by their respective and duly authorized representatives, hereto subscribe and execute this Agreement as of the day and year first written above.

GRANTEE

STATE HISTORIC PRESERVATION OFFICE

DocuSigned by:

Martha MacFarlane-Faes

172C0FD7954D456...

By: MARTHA MACFARLANE-FAES

Its: DEPUTY STATE HISTORIC PRESERVATION OFFICER

REMAINDER OF PAGE BLANK - SIGNATURES CONTINUE ON NEXT PAGE

GRANTEE

MICHIGAN STRATEGIC FUND

DocuSigned by:

Valerie Hoag

FC2092818155402...

By: VALERIE HOAG

Its: FUND MANAGER

REMAINDER OF PAGE BLANK - SIGNATURES CONTINUE ON NEXT PAGE

SUBGRANTEE

THUNDER BAY THEATRE, INC.

DocuSigned by:

Anne Gentry

32E31AFB5A9048D...

By: ANNE GENTRY

Its: BOARD PRESIDENT

EXHIBIT A

SCOPE OF WORK

[Follows under this cover]

RLH23-004

FOR THE THUNDER BAY THEATRE REHABILITATION PROJECT, ALPENA, MICHIGAN

SCOPE OF WORK

Section I Work Overview

In accordance with this Agreement and in a manner satisfactory to the Grantee, the Subgrantee shall:

- A. Hire, compensate, and supervise personnel to be employed in completing the Project Work as outlined in this exhibit. Personnel shall be licensed and insured in the State of Michigan. Bidding and procurement requirements are outlined in the Grant Manual.
- B. Provide all necessary project-management services, including accounting, bookkeeping, payroll reporting, and day-to-day management of Project Work activities.
- C. Place not less than one (1) sign acknowledging federal financial assistance in a conspicuous location on the Historic Property. The Sign shall be erected at the beginning of Project Work and a photograph of the Sign shall be submitted to the Grantee within three (3) days of its installation. The Sign shall be a minimum of 4' x 6' and shall be in keeping with the visual aesthetics of the Historic Property. The Sign shall at a minimum contain (1) the name of the Historic Property, (2) NPS funding credits and logo, (3) Grantee logo, and, as applicable, (4) Subgrantee logo. The Grantee will provide the Subgrantee with a digital file containing the required content of the Sign, which shall be manufactured by the Subgrantee. If the Subgrantee desires to deviate from the content of the Sign provided in the digital file, such deviation must be approved by the Grantee prior to manufacturing the Sign.
- D. Complete the Project Work in a satisfactory manner and consistent with the U.S. Secretary of the Interior's *Standards* and *Preservation Briefs*.

Section II Project Site

The Project Work set forth in this Exhibit A shall be performed on the Historic Property.

Section III Project Work

A. National Register of Historic Places Nomination:

The Subgrantee shall retain a qualified consultant meeting 36 C.F.R. Part 61 professional qualifications for "historian" and/or "architectural historian" to prepare a National Register nomination (the "Nomination") for the Alpena Downtown Historic District (the "Historic District") and work with the Grantee to successfully nominate the Historic District to the National Register prior to the End Date. The Subgrantee must obtain approval from the Grantee for all project personnel prior to beginning work under this Agreement. More specifically, the Project Work will include:

1. The consultant will complete and submit one Nomination package that includes the NPS 10-900 form, National Register of Historic Places Registration Form, a series of maps, photographs, and a presentation to the State Historic Preservation Review Board (the "Review Board").
2. The consultant shall follow all NPS and SHPO guidance for the research, preparation, and submission of nominations, including but not limited to the National Register Bulletins, *How to Apply the National Register Criteria for Evaluation* ("Bulletin 15") and *How to Complete the National Register Registration Form* ("Bulletin 16A"), SHPO's *Michigan Above Ground Survey Manual*

- (2018), SHPO's *General Guidance and Requirements for the National Register Program in Michigan* (2022), and SHPO's "National Register of Historic Places Nomination Package Checklist."
3. Photographs must meet the requirements and specifications as described in SHPO's *Photograph Specifications for National Register Nominations in Michigan* (2021).
 4. Locational maps must conform to the requirements described in Bulletin 16A, *National Register Draft Electronic Map Policy Factsheet* (June 2012), and SHPO's *Map Specifications for National Register Nominations in Michigan* (2022).
 5. The consultant should account for at least two drafts of the Nomination.
 - a. The consultant shall submit to SHPO a complete first draft of the Nomination inclusive of all elements identified in the above-referenced guidance and in consultation with the SHPO's National Register Coordinator. Assume a 60-day period for SHPO review and comment.
 - b. The consultant shall submit to SHPO a revised draft of the Nomination that addresses all SHPO questions, comments, and/or concerns arising from review of the first draft Nomination. Additional revisions may be necessary pending SHPO review.
 6. Once a Nomination is approved by SHPO, the consultant shall present the Nomination to the Review Board, either virtually or in person.
 - a. Create and submit to SHPO one (1) Microsoft PowerPoint file in .ppt or .pptx format following SHPO guidelines for Review Board presentations.
 - b. Present the Nomination to the Review Board using the above PowerPoint file at its first regularly scheduled meeting held after the Nomination has been completed and accepted by SHPO. Review Board meetings are typically held in January, May, and September. To meet program requirements, the Nomination must be ready for presentation no later than the May 2024 Review Board meeting.
 7. The consultant shall make any substantive revisions to the narrative portions of the registration form identified by the Review Board or any revisions to the maps, photographs, and photo key, as requested by the Review Board, and submit a final Nomination package to SHPO.

B. Construction Work:

The construction work associated with this Agreement shall be carried out in accordance with the drawings and estimates dated August 24, 2022, included in the grant application and attached hereto as Exhibit H. More specifically, the Project Work will include:

1. **Second-story Windows:** Repair or replace the second-story windows on the north, west, and south elevations following recommendations from an assessment completed by a qualified architectural firm with historic preservation experience. Decisions on which windows will be repaired or replaced shall be reviewed and approved by the Grantee before work proceeds. Where allowable, the design and materials of replacement windows must be approved by the Grantee before installation to ensure compatibility with the *Standards*.
2. **Storefront Rehabilitation:** Remove boarding on storefront windows and install new storefront windows matching the historic configuration, based on historical photographs; at minimum, two original openings will have new storefront windows installed. Final installation details are to be approved by the Grantee.
3. **Doors:** Replace or reinstall doors in the lobby and install new doors on the exterior of the building, maintaining original dimensions and configurations. The design and materials of replacement doors on the exterior of the building must be approved by the Grantee before installation.
4. **Electrical Upgrades:** Complete necessary electrical upgrades, specifically in the apartments and lobby, to ensure the system is safe and code compliant.

All work is subject to SHPO review and confirmation of final plans prior to the start of Project Work activity, and shall be consistent with the *Standards*. Any proposed changes to the Project Work shall be approved by the Grantee prior to proceeding.

Section IV

Credit Requirements

- A. Federal Funding Credit and Legal Notice. The introduction of each written, audio, visual, or other material (including public announcements and news releases) produced by the Subgrantee pursuant to this Agreement shall contain a credit that reads verbatim as follows:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P21AP11789, through the Michigan Strategic Fund, State Historic Preservation Office. All opinions, findings, 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 or the Michigan Strategic Fund, State Historic Preservation Office, nor does the mention of trade names or commercial products herein constitute endorsement or recommendation by the Department of the Interior or the Michigan Strategic Fund, State Historic Preservation Office.

- B. Financial Assistance Disclaimer. The Subgrantee and its subcontractors shall also print in each written, audio, visual, or other material (including public announcements and news releases) produced by the Subgrantee pursuant to this Agreement a notice that reads verbatim as follows:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Chief, Office of Equal Opportunity Programs
United States Department of the Interior
National Park Service
1849 C Street, NW, MS-2740
Washington, DC 20240

Section V Additional Requirements

- A. Quarterly Progress Reports. The Subgrantee shall provide quarterly progress reports to the Grantee using the form provided by the Grantee. Quarterly progress reports shall be due by January 15, April 15, July 15, and October 15 of each year during the project reporting period and will include:

1. Title sheet identifying the project, contract number, and name and address of the consultant(s)/contractor(s).
2. Names and titles/responsibilities of the project manager and persons working on the project, including any subcontractors.
3. A financial report of expenditures to date including any changes to approved Project Budget or approved work schedule.
4. A written summary of progress outlining the work accomplished during the reporting period. Problems, real and anticipated, or any significant deviation from the agreed-upon work plan should be brought to the attention of the Contract Administrator.

- B. Project Completion Report and Final Reimbursement Request. Prepare and submit to the Grantee one (1) copy of a Project Completion Report and a proper claim for Final Reimbursement, which shall be supported by documentation of the expenditures claimed within thirty (30) days following Grantee approval of the completed project. The Subgrantee should also comply with the reporting and completion dates as set forth in the Work Schedule attached and incorporated in the Performance Schedule.

EXHIBIT B

PERFORMANCE SCHEDULE

[Follows under this cover]

RLH23-004

**FOR THE
THUNDER BAY THEATRE REHABILITATION PROJECT,
ALPENA, MICHIGAN**

Work Items	
April 2023	Grant agreement executed
April 2023	Grantee submits National Environmental Policy Act (NEPA) documentation to National Park Service for review
April 2023	Grantee completes pre-work site inspection
Procurement	
May 1, 2023	Subgrantee confirms/submits final plans and specs
June 1, 2023	SHPO approval of plans and specs
June 15, 2023	Subgrantee submits draft procurement materials to SHPO for review
July 15, 2023	Grantee approval of procurement materials
August 3, 2023	Subgrantee solicits bids
August 21, 2023	Subgrantee submits bids and rationale for bidder selection to Grantee
September 21, 2023	Grantee approval of bidder selection
October 2023	Subgrantee submits draft contract to SHPO for approval
October 2023	Subgrantee executes subcontracts and provides copies to SHPO
Project Work	
October 2023	Begin construction
October 2023	Install project sign and submit photo documentation to Grantee
October 2023	Begin research and preparation of National Register nomination
January 2024	Submit first draft National Register nomination to Grantee
April 2024	Submit revised draft National Register nomination to Grantee
May 2024 (no later than)	Presentation of National Register nomination to the State Historic Preservation Review Board
September 2024	Finish construction
September 2024	Final on-site inspection by Grantee
Project Close-Out	
September 2024	Subgrantee submits Completion Report
September 2024	Subgrantee records easement and submits to Grantee
October 2024	Subgrantee submits Final Reimbursement request with financial documentation to Grantee
October 2024	Anticipated Final Reimbursement from Grantee
Project Reporting	
Every January 15, April 15, July 15, and October 15	Subgrantee submits Quarterly Progress Report for the duration of the project

EXHIBIT C

PROJECT BUDGET

[Follows under this cover]

RLH23-004

**FOR THE
THUNDER BAY THEATRE REHABILITATION PROJECT
ALPENA, MICHIGAN**

PROJECT BUDGET

WORK ITEMS	GRANT FUNDS	CASH MATCH	PROJECT TOTAL
Hire consultant for National Register nomination	\$20,000	\$00.00	\$20,000.00
Hire contractor for construction activities	\$80,000.00	\$50,000.00	\$130,000.00
TOTALS	\$100,000.00	\$50,000.00	\$150,000.00

REIMBURSABLE SHARE	
Subgrantee:	Thunder Bay Theatre, Inc.
Source:	Private Funds/Donations
Kind:	Cash
Amount:	\$100,000.00
Total	\$100,000.00

EXHIBIT D

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

[Follows under this cover]

RLH23-004

**FOR THE
THUNDER BAY THEATRE REHABILITATION PROJECT
ALPENA, MICHIGAN**

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

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

TIMETABLES	Goals for Minority Participation For Each Trade	Goals for Female Participation In Each Trade
------------	-------------------------------------------------------	----------------------------------------------------

These goals are applicable to all the contractor's construction work (whether it is Federal or federally assisted) performed in the covered area.

The contractor's compliance with Executive Order 11246 (the "Executive Order") and the regulations in 41 C.F.R. § 60-4 shall be based on the contractor's implementation of the Equal Employment Clause, specific affirmative action obligations required by the specification set forth in 41 C.F.R. § 60-4.3(a), and the contractor's efforts to meet the goals established for the geographical areas where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly in each of its projects. The transfer of minority or female employees or trainees from contractor-to-contractor or from project-to-project for the sole purpose of meeting the contractor's goals shall be in violation of the contract, the Executive Order and the regulations in 41 C.F.R. § 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is: 400 North Second Avenue, Alpena, Michigan 49707.

EXHIBIT E

STANDARD FEDERAL EQUAL OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

[Follows under this cover]

RLH23-004

**FOR THE
THUNDER BAY THEATRE REHABILITATION PROJECT
ALPENA, MICHIGAN**

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

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

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Exhibit E. The goals set forth in the solicitation are expressed as percentages of the total hours of employment and training that the contractor should reasonably be able to achieve for minority and female utilization in each construction trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress toward these goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, the Executive Order, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Training must be in accordance with training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon the contractor's efforts to achieve maximum results from these actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two (2) or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor's or the contractor's union have employment opportunities available, and maintain a record of the organizations' responses. (See Chapter 17, G. 2. of the Historic Preservation Fund Manual)
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's effort to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b, above.
 - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting EEO obligations; by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the

company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in an advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or does not anticipate doing business.

i. Direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractors shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. § 60-3.

l. Conduct, at least annually, an inventory and evaluation of at least all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community (or other similar group of which the contractor is a member and participant), may be asserted as fulfilling any specifications provided that:

a. the contractor actively participates in the group,

b. makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry,

- c. ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation,
- d. makes a good faith effort to meet its individual goals and timetables, and
- e. can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor.

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

9. The contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved the goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under utilized.)
10. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to the Executive Order.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to the Executive Order, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and the Executive Order, as amended.
13. The contractor, in fulfilling the obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Exhibit E, so as to achieve maximum results from the efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions thereof as may be required by the Government, and keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EXHIBIT F

EQUAL OPPORTUNITY CLAUSE

[Follows under this cover]

RLH23-004

**FOR THE
THUNDER BAY THEATRE REHABILITATION PROJECT
ALPENA, MICHIGAN**

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 (the "Executive Order"), and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by the Executive Order, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees to be bound by the above equal opportunity clause with respect to its own employment practices when participating in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentally, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees to assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees to refrain from entering into any contract or contract modification subject to the Executive Order, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that failure or refusal to comply with these undertakings may cause the administering agency to take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant, contract, loan, insurance, guarantee; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the U.S. Department of Justice for appropriate legal proceedings.

EXHIBIT G

CERTIFICATION OF NON-SEGREGATED FACILITIES

[Follows under this cover]

RLH23-004

**FOR THE
THUNDER BAY THEATRE REHABILITATION PROJECT
ALPENA, MICHIGAN**

CERTIFICATION OF NONSEGREGATED FACILITIES

[Applicable to federally assisted construction contracts and related subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the Equal Opportunity clause.]

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

Signature

Date

Name and Title of Signer (Please type or print)

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. § 1001.

EXHIBIT H

Drawings and Estimates

[Follows under this cover]