

**Historic Preservation Fund
Development Grants:
“Bricks and Mortar” Projects
Grant Application Packet for 2023**

A program of the U.S. Department of the Interior, National Park Service
Administered by History Nebraska, State Historic Preservation Office

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TABLE OF CONTENTS

<u>Introduction</u>	4
<u>Important Dates</u>	5
<u>PART 1: PROGRAM GUIDELINES AND REQUIREMENTS</u>	6
<u>A: Eligible Requirements for the HPF Program</u>	6
<u>B: Project Types</u>	7
<u>C: Ineligible Grant Activities</u>	8
<u>D: Required Project Personnel</u>	9
<u>E: Protective Covenant Requirements</u>	10
<u>F: Required Matching Funds</u>	10
<u>G: Grant Category Funding Parameters</u>	11
<u>H: Open and Fair Procurement</u>	11
<u>I: Reimbursement of Grant Funds</u>	11
<u>Part II: HPF GRANT APPLICATION FORMS AND SUBMISSION REQUIRMENTS</u>	13
<u>How to Assemble and Submit the Application</u>	13
<u>Application Deadline</u>	13
<u>Part III: APPLICATION EVALUATION</u>	14
<u>Part IV: INITIATING AND COMPLETING A GRANT PROJECT</u>	15
<u>A: Grant Agreement</u>	15
<u>B: Title Search</u>	16
<u>C: Architect/Engineer Selection</u>	17
<u>Procurement Steps</u>	17
<u>Request for Proposals (RFP)</u>	18
<u>Consultant Selection</u>	19
<u>Consultant Contracts</u>	19
<u>D: Project Planning Documents</u>	21
<u>Projects without architectural and/or engineering services</u>	21
<u>Projects that will utilize architectural and/or engineering services</u>	21
<u>Project Plans - General</u>	21
<u>E: Selection of Contractor(s)</u>	23
<u>Procurement Steps</u>	23
<u>Contractor Contracts</u>	23
<u>F: General Notes / Alternative Procurement</u>	25
<u>G: Progress Reporting, Reimbursement, Monitoring, and Site Visits</u>	26
<u>H: General Terms and Conditions</u>	27

[Changes to Approved Projects](#).....27

[Extensions](#).....27

[Completion Report](#).....27

[Public Acknowledgement of Funding Source](#).....28

[Project Sign](#).....28

[Preservation Covenant](#).....28

[Build America, Buy America](#).....29

[Appendix A: The Secretary of the Interior’s Standards for Rehabilitation](#).....32

[Appendix B: Competitive Selection of Consultants \(Architects/Engineers\) Checklist](#).....33

[Appendix C: Example: Request for Proposals](#).....34

[Appendix D: Competitive Selection of Contractors Checklist](#).....36

[Appendix E: Example: Invitation to Bid](#).....37

[Appendix F: Example: Scope of Work](#).....39

[Appendix G: Sample: Conservation Easement Agreement/Covenant](#).....41

[Appendix H: Unallowable Costs](#).....48

[FREE ADVICE for Completing HPF Grant Proposals](#).....49

[Five Easy Ways to Make Your Proposal Score More Points](#).....49

[What to Expect if You Receive an HPF Grant](#).....51

FY2023 Historic Preservation Fund Development Grant Application

INTRODUCTION

The Nebraska State Historic Preservation Office (SHPO), a part of History Nebraska, is the state agency responsible for the administration of the National Historic Preservation Act of 1966. This Act authorizes the Secretary of the Interior, through the National Park Service, to provide money from the Historic Preservation Fund (HPF) to the states for the purpose of carrying out historic preservation activities. In Nebraska, a portion of these funds have been allocated to the creation of a sub-grant program that will allow various parties, who agree to undertake specific standards, to complete projects that will assist the State in meeting its preservation goals and activities.

The information on the following pages describes this sub-grant program more fully and explains the process for requesting grant funds. The Development grant program will provide reimbursement to owners of historic properties in Nebraska communities for costs associated with architectural/engineering services and physical preservation projects that meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*.

Although the funds are provided by the NPS, the program is administered by the Nebraska SHPO, which is a part of the State agency History Nebraska. The SHPO may establish provisions that are unique to the needs of the Nebraska program and state laws. The SHPO must, however, meet any federal requirements established by the NPS as well as federal statute 2 CFR 200 and relevant OMB regulations. These are found in the NPS Historic Preservation Fund Grants Manual and circulars distributed by the Office of Management and Budget. This guide is written to supplement the manual and to focus on those aspects of grant administration most encountered in typical rehabilitation projects. This manual represents a selection of those aspects of the manual relevant to most Development grants. Please consult SHPO staff for additional information or interpretations of requirements when needed.

Important Dates:

Application Opens - November 1, 2023: The application portal will go live and applicants may start submitting their applications via the History Nebraska website.

Application Deadline - December 1, 2023: Grant applications for FY2023 will be accepted by the SHPO until xxx. This is not a postmark deadline, all applications must be received by the SHPO by the deadline.

Review Board Meeting - January 12, 2024

Tentative Notification of Funding Status -January 31, 2024: Applicants will be notified of the Board's decision regarding their project proposals no later than January 30, 2024.

Project Start Date - June 1, 2024: Tentative start date for grants. No work can begin until a formal grant award has been offered to and accepted by the grant applicant, a grant start-up meeting has been conducted between SHPO staff and the grant recipient, and an agreement has been signed.

Project End Date - July 31, 2025: All grant projects **MUST** be completed by July 31, 2025, for an active grant period of 13 months.

PART I: PROGRAM GUIDELINES AND REQUIREMENTS

A. Eligible Requirements for the HPF Program

1. Applicant Eligibility:

Eligible applicants include (a) private, non-profit organizations with tax-exempt status (such as local historical societies or preservation organizations), (b) local government units (including city and county agencies and commissions funded by a consortium of local governments), (c) unincorporated businesses and for-profit corporations, and (d) private individuals.

- **Religious Organizations:** The National Park Service does not allow for direct financial assistance for construction work on a church-owned property. Therefore, properties owned by or operating as religious institutions are not eligible for this development and acquisition grant.
- **Certified Local Governments (CLGs):** CLGs can be the sole project sponsor or partner with another eligible local organization that they designate to be the “third party administrator” to execute the project. In this case, the third party entity will receive the grant award and carry out the project on behalf of the CLG. Applicants considering this arraignment should contact the SHPO to discuss the situation BEFORE applying.

2. Property Eligibility:

Properties to be assisted with grant funds MUST already be listed in the National Register of Historic Places at the time of application, OR a complete nomination previously submitted to the SHPO must have already passed a substantive review, that will be presented at the next Review Board Meeting, before the proposed project begins. Applicants should not submit grant applications for properties that are not currently listed without prior approval from SHPO staff.

- Properties may be listed individually, or they may be listed as a contributing resource within a historic district. However, properties located within the boundaries of a historic district but designated as “non-contributing” (NC) to that district are not eligible to receive HPF grant funding.
- Properties must be located in communities of less than 50,000 according to the [2020 U.S. Census](#).
- For the current round of funding, only the following property types are eligible to apply for FY2023. For each round of future funding, this list of property types is likely to change. If you have questions about these property types please contact the SHPO (hn.hp@nebraska.gov).
 1. Barns
 2. Farmsteads (only one building per farmstead can apply)
 3. Libraries

4. Downtown Commercial Buildings
5. Theaters (Opera Houses/Movie Theaters)

3. Scope of Work Eligibility:

Strict federal guidelines govern the activities that are allowable under this grant program. Due to that, for **this current grant only roof repair/replacement and other roof related preservation project proposals will be eligible to apply** as decided on by the SHPO. All proposed rehabilitation work **MUST** conform to the applicable *Secretary of the Interior’s Standards for the Treatment of Historic Properties*. Planned work activities that do not conform to these Standards are not eligible for reimbursement under this program. The *Secretary of the Interior’s Standards* provide common sense guidelines for rehabilitation efforts that will respect historic fabric and the patina of age while returning the building or structure to a state of utility. Listed below in Section B are project categories that can be funded by HPF but not all are applicable to this current grant being offered by the SHPO. See Section C for information on **Ineligible** project activities. Below is a list of roof work that is eligible for this round of funding.

- Architectural and/or engineering services for the production of final plans (no more than 20% of total project cost)
- Roof repair, in-kind roof
- Roof replacement, in-kind
- Demolition of existing material for the installation of new roofing material
- Flashing repair/replacement
- Gutter Systems¹
- Full Roof Structure System repair: Need to have existing engineering drawings/plans when applying

B. Project Types

Federal program rules specify the types of preservation projects that are eligible for funding under HPF. The SHPO has narrowed this field of eligible projects for funding for this grant to focus on roof related preservation projects. Below are explanations for other Development & Acquisition project activities that could be funded but not all of these project types are eligible for this round of funding.

1. **Preservation, rehabilitation, or restoration of a historic resource** currently listed in the National Register of Historic Places, or for which a nomination has already been submitted to the SHPO for review and which will be listed before the proposed project begins (see Part I, Section A.2.). The resulting work must be conducted in accordance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties (see

¹ Gutter repair/replacement must be done in conjunction with roof repair. It may not be done as a standalone project.

Appendix A). High priority is given to projects that will result in the structural stabilization of threatened or endangered historic resources. Please contact the SHPO if you have any questions about this type of project, or if you need more detailed information. The top priority for this current round of grant funding is for the preservation and rehabilitation of roofs on historic buildings.

2. **Acquisition (purchase) of a historic resource** currently listed in the National Register of Historic Places, or for which a nomination has already been submitted to the SHPO for review and which will be listed before the proposed project begins (see Part I, Section A.2.). Note that the “acquisition” of a historic building or structure is an allowable activity under the National Park Service guidelines but it is **not an eligible activity for this round of funding** as decided by the SHPO.

C. Ineligible Grant Activities

1. Ineligible Applicants

- Religious organizations
- State/Federal agencies

2. Ineligible Properties

- Structures operating as religious centers (Churches, Temples, etc.)
- Property types not listed in Section A.2
- Private homes, even if their original purpose is one of the eligible property types
- Structures with lost integrity

3. Ineligible Project Activities/Costs

- Acquisition of real or personal property.
- Additions to a historic building or to the surrounding property.
- Major reconstructions. For example, the reconstruction of a whole building or addition from photographs with new materials on an existing foundation.
- Any and all archeology-based projects. This includes research, excavation, and site preservation.
- Interior work on private homes and existing apartments.
- Grant administration expenses or other indirect costs.
- Equipment purchases, except items that are directly related to the building operation and specifically approved by the SHPO
- Costs incurred before the project starting date or after the project completion date.
- Costs over the approved project budget.
- Costs for work not included in the scope of work established in the project agreement.
- Work not in compliance with the Secretary of the Interior’s Standards.
- Damage judgments arising from the construction or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise.
- Fundraising, including grant application preparation.

- Lobbying.
- Costs for general maintenance or utilities.
- Construction of auxiliary structures or site work not directly related to the preservation of the historic property.
- Interpretive exhibits or displays.
- Demolition unless necessary for repair or preservation of the historic property (i.e. removing roofing to inspect and repair underlayment). Costs for such necessary demolition must be rolled into the budget line item for the work item (i.e. replacement of the roof) and repair work must be complete before the costs are reimbursed through the grant.
- Relocation of structures, buildings, or objects.
- Work on active churches and church-owned properties.

D. Required Project Personnel

Required project personnel include a Project Contact and a Principle Administrator who meets professional qualifications specified to the type of project being proposed. **Grant applicants MUST designate a Project Contact on their grant application; however, they may designate a Principal Administrator at a later date if one is to be hired.** It is possible for one person to serve as both the Project Contact and Principal Administrator, assuming that they have the necessary qualifications, experience, and ability. It is also possible for the grant applicant to be a person who can serve in one or both roles. Contact the SHPO staff if you have questions about these positions.

Project Contact: This is the person authorized to represent the grant recipient/project sponsor in the day-to-day administration of the project. The Project Contact is responsible for ensuring the progress and timely completion of all work on the project, and for submitting progress reports and reimbursement requests to the SHPO. The Project Contact is also the SHPO's contact for all correspondence relating to the project. While it is obvious that the Project Contact must be capable, reliable, and conscientious, there are no academic or professional requirements for this position. Select a Project Contact who will be able to commit to the project for the duration of the grant and who will be available to undertake the responsibilities of this role.

Principal Administrator: This is the person who conducts or supervises the professional aspects of the grant project. It is the Principal Administrator that is held responsible for the quality of the final project, and who would be expected to perform any remedial work required by the State. **Note that the State is prevented by federal regulations from paying for work that does not meet professional standards.** The Principle Administrator must be prepared to and be capable of (1) assisting with developing bidding documents, including plans and specifications, (2) inspecting the rehabilitation, (3) verifying that the completed work conforms to the approved plans and specifications, and (4) protecting the interests of the property

owner/property sponsor. In some instances, it is not necessary to designate a Principle Administrator at the time of application. If the services of a Principal Administrator are included in the project budget, but the sponsoring organization does not have an agent or employee to act in that role then services must be procured according to federal and state requirements. In this case, indicate that the Principal Administrator is: “To Be Selected.” **Failure to provide a sufficient plan to obtain P.A. services will adversely affect the proposal’s administrative scoring.**

E. Protective Covenant Requirements

The terms under which all Development grants are made require the State to hold a protective covenant on any property rehabilitated using federal money, as a means of protecting the public’s interest and investment in that property. These covenants require the grant recipient/property owner to maintain their property so as to preserve the historical and architectural integrity of the features, materials, appearance, workmanship, and environment that made the property eligible for listing in the National Register of Historic Places, and to prevent inappropriate, incompatible, and/or irreversible changes to the property in the future. Properties receiving up to \$50,000 will have a covenant in place for a period of five (5) years but a covenant amending the deed is not required; properties receiving \$50,001 to \$250,000 will have a covenant recorded on the property deed for ten (10) years. The covenant must be legally recorded with the title to the property at the completion of the grant-funded project. Throughout the duration of the covenant, the grant recipient must request written approval from the SHPO before beginning any work on the property (interior and exterior), other than general day-to-day maintenance. The SHPO approval will be given only if the proposed work meets the applicable *Secretary of the Interior’s Standards*. The grant recipient also must respond to an annual questionnaire about the condition of the property and planned rehabilitation activities. In addition, SHPO staff will conduct an annual, scheduled site visit to monitor compliance with the covenant. (See Appendix G: Covenant Example.)

F. Required Matching Funds

Funds distributed through the HPF program are awarded in the form of matching grants, and grant recipients must cover a certain percentage of the total project costs. Development projects are eligible for grant funding in the amount of **80%** of the total project costs, and the grant recipient must cover the remaining 20% of the project costs (80/20 funding ratio). However, an applicant within a community that has been designated by the National Park Service as a “Certified Local Government” (CLG) is eligible for grant funding in the amount of **90%** of the total project cost and match only 10% of total project costs (90/10 funding ratio). The grant application must document that it has all of the required matching funds available in its own accounts at the time of application. A list of designated CLGs in Nebraska is below.

1. Auburn

2. Fairbury

3. Lincoln
4. North Platte
5. Omaha
6. Plattsmouth
7. Red Cloud
8. Sidney

G. Grant Category Funding Parameters

The minimum grant amount that can be required for a Development project is **\$5,000** and the maximum grant amount that can be requested is **\$30,000**. It is the standard of the SHPO, when funding projects, to provide the maximum amount of financial support possible. Note, however, that under some circumstances, a grant providing a lesser amount of funding might be offered, with a request for a corresponding reduction in the proposed scope of work. It would then be up to the grant applicant, after consultation with the SHPO, to decide whether or not to modify the proposed scope of work, accept the grant award, and proceed with the project. Questions regarding funding levels should be directed to the SHPO.

H. Open and Fair Procurement

Because federal HPF grants represent public funds, strict compliance with open and fair procurement standards is required for anything that will be purchased or services that will be contracted as part of the project budget. Each grant recipient must prepare a formal invitation to bid (ITB), allowing a minimum twenty-one (21) day bidding period, directly invite a minimum of three qualified bidders, may be required to place newspaper advertisements announcing the bidding opportunity, and must execute a formal contract. See Appendices B, C, D, and E for specific guidance on how to seek competitive bids for a project.

Contractors who provide an estimate to support the budget in the grant proposal cannot simply be hired outright without going through an open and fair procurement process. The grantee is obligated to select individuals or companies who can implement the project according to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, the approved project planning documents, and meet the expectations of the grantee. Expenses associated with work that do not meet the Secretary of the Interior's *Standards for the Treatment of Historic Properties* will not be reimbursed. The SHPO staff will assist all grant recipients with meeting the state and federal procurement requirements.

I. Reimbursement of Grant Funds

HPF grant funds are not released in a lump sum at the beginning of the project; instead, they are paid out on a reimbursement basis as the project moves forward. The grant recipient must pay all project expenses as they come due, and then seek periodic reimbursement under the grant. History Nebraska and SHPO staff review reimbursement requests and determine if the work done is agreeable with all terms set forth in the grant agreement and approved construction

documents. History Nebraska staff reserves the right to withhold payment if the grantee fails behind schedule or if the project exhibits substandard work.

To receive reimbursement:

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

Grant reimbursement payments will be processed by History Nebraska within 45 days of receipt of an acceptable invoice as per State requirements. Therefore, it is imperative that the grantee has adequate financial resources available to continue paying expenses while grant reimbursements are being processed.

Acceptable Invoices: These include, but may not be limited to the following:

Vendor's invoices evidencing that:

- (1) invoices in the name of the applicant (grantee);
- (2) invoice dates are within the specified period of the project Agreement; and
- (3) purchase price is compatible with estimated budget costs.

Evidence that invoices were properly approved for payment, including:

- (1) evidence that discounts and other credits were deducted; and
- (2) Evidence that merchandise/services were received.

For construction projects:

- (1) copies of property endorsed canceled checks (front and back); and
- (2) copies of daily time records with supervisor verification of time worked, properly noted that work performed was applicable to the project, and evidence of employee's rates of pay, including justification for rates paid.

For project planning (architectural/engineering plans):

- (1) sufficient justification and documentation that costs are allowable and consistent with those identified in the budget; and
- (2) records justifying for rates/amounts claimed

Payment cannot be processed with incomplete or inadequate information. All financial and administrative documents are records and are subject to audit. 2 CFR 200 addressing cost principles, internal control systems, and audits apply.

Part II: HPF GRANT APPLICATION FORMS AND SUBMISSION REQUIREMENTS

The following pages include the application forms that are required for an HPF grant proposal. Instructions for each form are provided in Part III: Instructions for Applying for HPF Grant Funds. Some parts of the application, such as the summary and photographs, are required, but there is not a specific form provided by the SHPO. Make sure to verify that ALL the parts listed in the Grant Application Checklist form are included in your proposal.

How to Assemble and Submit the Application

- A. **Download an application** and Grant Application Checklist from the SHPO website.
- B. **Assemble digital documents** required as part of your application that can be found in the checklist.
- C. **Fill out the downloaded application** to ensure all of the questions are answered to the best of your ability and all information you need is collected. This application will be used by you as a draft to fill out the final electronic application.
- D. **Create and submit a complete electronic application.** Fill out the electronic application provided through a link on the SHPO website. The electronic application must be filled out and submitted in one sitting. Use the application you downloaded and filled out earlier to complete the electronic application.
- E. **Submit the electronic application.** Only one application per applicant per property may be submitted and applications must be filled out and submitted in one sitting.

Application Deadline

Digital applications must be submitted and received by History Nebraska **no later than 5:00 p.m. on Friday, December 1, 2023**. Applicants are strongly encouraged to submit their applications early. Please note that any application received after this deadline, will not be considered for funding. Hard copies of applications will not be accepted.

Once the digital application is submitted the SHPO will verify that all of the required component parts are included. If any of the required parts of the grant application packet are missing, incomplete, or insufficient, the SHPO will not forward the application on to the Review Committee for review.

At the end of this application packet, you will find additional helpful information:

- FREE ADVICE for Completing HPF Grant applications
- Five Easy Ways to Make Your Application Score More Points
- What to Expect if You Receive an HPF Grant
- Overview of the Procurement Process

For additional information or advice on the HPF “Brick and Mortar” grant program, contact the SHPO Staff:

Betty Gillespie 402-805-7392
 SHPO General Line

betty.gillespie@nebraska.gov
hn.hp@nebraska.gov

Part III: APPLICATION EVALUATION

A grant review committee will evaluate all final applications. The committee will be selected primarily from the Nebraska State Historic Preservation Review Board and State Historic Preservation Office staff. This is the same board that evaluates properties proposed for nomination to the National Register of Historic Places. Each application will be given a base score to determine if it has adequately addressed the questions in the application.

The application is evaluated in the categories of **need and urgency, community impact, administrative ability, sustainability, feasibility, project description (scope), budget, and timeline.** The committee will also evaluate the **overall** application along with other priorities. SHPO staff will conduct a **risk assessment** based on the information provided and will advise the grant committee of any concerns.

The grant committee must feel confident that the project applicant has proposed a feasible project, that the applicant’s organization has the personnel and financial means needed to implement the project, and that the project is likely to have a positive long-term impact on preservation, either on a state-wide or local level. The committee will also evaluate the budget to be certain it is both reasonable and sufficient for the work proposed. You are encouraged to provide clear and complete but concise answers for each of the categories. Your answers should ensure that the committee fully understands the nature of your proposed project.

Each application will be awarded scores within six categories. A breakdown of points that can be awarded to any one category is listed below. The review committee will also take into account a list of project priorities while reviewing and scoring applications. This list of priorities is below, ranked from highest to lowest priority. Please be as specific as possible in your answers, and explain exactly how the proposed project will meet a priority issue, if applicable. No project will address every priority but if your project does fit into one or two please note it in your response.

Project need and urgency	25
Community impact (social & economic)	25
Sustainability	15
Grant Administrative Ability	10

Budget, Schedule, and Scope (feasibility)	20
Overall application	5
Total	100

Priority Projects:

1. Properties associated with underrepresented communities/stories
2. Communities of less than 20,000
3. Properties in Certified Local Governments
4. Regional representation - properties from across the state
5. Diverse property type representation

Part IV: INITIATING AND COMPLETING A GRANT PROJECT

Award Announcements

At the Nebraska State Historic Preservation Review Board meeting in January 2024, recommendations of the grant review committee will be presented for the Board’s consideration. Approval by the Board will allow Nebraska State Historic Preservation Office (SHPO) staff to proceed with reviews and agreements as needed to facilitate awards. All awards and proposed work items may be subject to review and approval by the grants management staff of the State, Tribal, Local, Plans & Grants Division (STLPG) of the National Park Service (NPS).

A. Grant Agreement

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

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

The grant agreement is a standard contract. It will state a project start date and end date. No project work may begin prior to the project start date. Contracts for professional services to be reimbursed from grant funds will not be signed prior to the project start date unless reviewed and approved in writing by the SHPO. Execution of the project scope of work must begin within

sixty (60) days of the project starting date. If the project needs to be delayed, a written approval by the SHPO is needed.

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

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

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

Any substantive changes in the grant agreement, such as the inclusion of new budget line items or changes in the scope of work, require an amendment to the grant agreement. To request an amendment, a grantee must contact the SHPO in writing (email or mail) with a request that describes the proposed change and explains why the amendment is needed. If the request is approved, a draft amendment will be returned for the grantee's review and signature.

B. Title Search

Proof of ownership should have been submitted with the original grant application. If SHPO staff requires further documentation, a title search may be required. The cost of the title search is a reimbursable expense under the conditions described in the grant agreement. Reimbursement will be made at 80% of the documented costs up to a maximum of one hundred dollars (\$100.00).

Documentation supporting proof of ownership will need to be presented prior to initiating any reimbursable activities. Grantees who have current title insurance may submit proof of such

insurance in lieu of a title search. County courthouses and city halls are exempt from proof of ownership.

C. Architect/Engineer Selection

Some awarded projects will not require the services of an architect or engineer, such as simple reroofing and gutter replacement. However, where project complexity warrants it, an architect or engineer must be included as part of the project team to produce construction documents. Please note, if a full roof system replacement is necessary, engineer plans should already exist before applying for this grant. Preparation of architectural/engineering plans and specifications is not to exceed 20% of the total project cost. This means grant funds can support up to 20%; grantees can contribute more toward those expenditures if they choose. When the cost of an architect or engineer (consultant) is included in the grant budget and the cost of those services exceeds \$25,000, the program requires certain procurement (hiring) procedures to be documented. **See below and Appendix B for those requirements.**

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

Architects/engineers need to be licensed by the state of Nebraska. They will be responsible for preparing construction documents such as drawings, plans, and specifications. They may also prepare an estimated cost breakdown and other required contract documents, provide frequent on-site observation of the contractor(s) during the project work, and assist with communications between the property owner and the contractor(s) including pay requests. Consultants must meet the Secretary of the Interior's *Professional Qualification Standards* – see <https://www.nps.gov/articles/sec-standards-prof-quals.htm>.

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

If this grant program is reimbursing for consultant expenses valued at more than \$25,000, the following procurement procedures must be followed. See Appendix B for additional guidance.

Step 1 – Establish Evaluation Criteria

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

Evaluation criteria might include:

- Relevant experience/specific expertise
- Performance references on previous projects
- Qualifications of consultants and staff

- Availability of key personnel
- Current and projected workloads (could affect the ability to perform the required work on schedule)
- Knowledge of the Secretary of Interior’s *Standards for the Treatment of Historic Properties*

Step 2 – Issue Requests for Proposals

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

Alternatively, subgrantees may issue a request for qualifications (RFQ) that lays out all the information commonly found in an RFP but includes an established project budget and timeline; the grantee chooses their preferred candidate based on other factors such as experience and additional services offered by the consultant. All RFPs/RFQs **must be approved** by the SHPO **before** they are sent to potential consultants.

RFPs/RFQs must:

1. Incorporate a clear and accurate description of the technical requirements for the service to be provided. Descriptions must not contain factors that unduly restrict competition. The description may include a statement of the qualitative nature of the service to be produced and, when necessary, will set forth minimum essential characteristics and standards that must be met.
2. Clearly set forth all requirements that bidders must fulfill and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of project work. Grantees must establish evaluation criteria before the RFP/RFQ is distributed. Make sure to explain in the RFP/RFQ how you will be evaluating the proposals received.
3. Include the following language:
 “This project has been financed in part with federal funds from the National Park Service, a division of the United States Department of the Interior and administered by History Nebraska (P23AF01076). The contents and opinions, however, do not necessarily reflect the view or policies of the United States Department of the Interior or History Nebraska. Regulations of the United States Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, United States Department of the Interior, National Park Service, 1849 C St, N.W., Washington, DC 20240.”

An example RFP is included in **Appendix C** at the end of this manual.

Allow the SHPO to review a draft RFP before it is posted. Directly solicit bids, by mail or e-mail, to a minimum of 3 (preferably more) qualified firms/individuals to receive as many

responses as possible. Allow at least 21 days for the consultants to reply before closing the bidding.

Step 3 – Evaluate Responses to the RFP

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

Interview with Consultants

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

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

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

Step 4 – Confirmation of Consultant Selection

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

Step 5 – Contract with Chosen Consultant

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

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

- 1) A start date and completion date for consultant services.
- 2) Fee for consultant services. Compensation based on a percentage of work completed is **not** allowable. Compensating consultant fees will be done with either hourly rates up to a maximum limit or a lump sum for certain service milestones. Federal regulations limit consultant services to a maximum rate of \$98.66 per hour*. Consultants charging a lump sum for services are not held to that rate.
- 3) Description of services (i.e. production of construction documents, administration or bidding phase, supervision of construction work...)
- 4) Acknowledgment that property is listed in the National Register of Historic Places or has been determined eligible for listing.
- 5) The phrase “All work must follow the Secretary of Interior’s *Standards for the Treatment of Historic Properties*” and proposed work must be reviewed and approved by NPS.

- 6) Notification that all changes to the contract must be agreed to in writing.
- 7) Contracts for more than \$10,000 must contain suitable provisions for termination by the grant recipient, including the way it will be effected and the basis for settlement. In addition, such a contract must describe conditions under which the contract may be terminated for circumstances beyond the control of the consultant.
- 8) All contracts awarded in excess of \$10,000 by grant recipients must contain a provision requiring compliance with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60).
- 9) All contracts awarded by grant recipients must include a provision to the effect that History Nebraska, the Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for making audit, examination, excerpts, and transcription. Grant recipients will require consultants to maintain all required records for three years after grant recipients make final payments and all other pending matters are closed.
 - a. History Nebraska, the State Auditor of Public Accounts, the National Park Service, the Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of financial or programmatic audit and examination to any books, documents, papers, and records of the grantee that are pertinent to the grant at all reasonable times during the period of retention provided for in 43 CFR 12.82, or until all claims or audit findings have been resolved. The Applicant shall be responsible for satisfactory resolution or recovery of disallowed costs should any be identified in future audits or examinations.
- 10) Contracts may not contain provisions that allow the consultants to retain exclusive copyright of the project products. The grant recipient may retain copyright but must allow History Nebraska and the Department of the Interior full access to the resulting materials as specified in the grant agreement.
- 11) **All contracts** must contain the following three provisions:
 - a. The consultant will not use their position for the actual or apparent purpose of private gain (other than payment for services rendered) for themselves or another person, particularly one with whom they have family, business, or financial ties.
 - b. The consultant will not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for private gain for themselves or another person, particularly one with whom they have family, business, or financial ties.
 - c. The consultant will not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of their participation with the recipient, except when that information has been made available to the general public or will be made available upon request, or when the SHPO gives written authorization for the use of non-public information on the basis that the use is in the public interest.

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

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

120% of GS-15, step 10
 120% of \$82.22 = **\$98.66**

D. Project Planning Documents

Planning documents that detail the scope of the project must be submitted to SHPO for review and approval **prior** to advertising for bids, letting contracts, or execution of work. These include, but are not limited to construction documents, plans and specifications, and applicant-generated project descriptions. Work funded by this grant program must **not** proceed until the planning documents related to the project have been approved, in writing by the SHPO. SHPO staff strive to review project materials within 30 days of receipt.

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

Projects without architectural and/or engineering services

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

Projects utilizing architectural and/or engineering services

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

Project Plans – General

All plans must be based on adequate historical and physical documentation. The plans must indicate whether existing materials, both historic and more recent, are to be retained, altered, or

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

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

General Conditions

- All Development grants must be implemented in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. See Appendix A to review the Secretary of the Interior's *Standards for Rehabilitation*, the most common of the four treatments which describe the ten basic principles created to help preserve the distinctive character of a historic building while allowing for reasonable change.
- Work that is being done during the grant period, but not being reimbursed by this grant program funds or apart from the grant's scope of work must be in accordance with the *Standards*. A copy of the *Standards* is available from the SHPO or online at <https://www.nps.gov/tps/standards.htm>. SHPO grant staff will advise the grantee when the proposed work does not meet the *Standards* and will offer advice for alterations to the proposals to achieve conformance. All grant projects must also meet all applicable state and local codes and regulations.
- When a project will include ground-disturbing activities, such as foundation work, landscaping, grading, or underground utilities, the opinion of the SHPO must be sought on the need for an archeological survey or other research needed to identify significant archeological deposits or features that may be associated with the property.
- All funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. For construction or archeology projects, the applicant/grantee should submit an Environmental Screening Worksheet, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

E. Selection of Contractor(s)

When the cost of contracting services is included in the grant budget and the cost of those services exceeds \$25,000, the Development grant program requires certain procurement (hiring) procedures to be documented. See below and Appendix D for those requirements.

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

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

Formally advertise or post your request seeking sealed bids. In addition, send your ITB directly to a minimum of three potential bidders. Sealed bids should be due no less than twenty-one (21) days after the first publication or post of the ITB. Be sure to include language comparable to the following:

“This project has been financed in part with federal funds from the National Park Service, a division of the United States Department of the Interior and administered by History Nebraska (P23AF01076). The contents and opinions, however, do not necessarily reflect the view or policies of the United States Department of the Interior of History Nebraska.

Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, United States Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, DC 20204.”

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

Contracts for Construction Services

All construction services reimbursed by this grant program must be covered by a written contract of some kind, even if the services are less than \$25,000. **Draft contract agreements must be submitted to SHPO for review and written approval prior to execution (signing), to determine any conflicts with grant policies and procedures.** Contracts that are signed before approval may require amendments.

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

- 1) A start date and completion date
- 2) Fee for services. Compensation must be a lump sum or unit price with a not-to-exceed maximum. “Cost plus percentage” and/or “percentage of construction cost” forms of compensation are not allowed, nor can the fee include allowances for contingencies. Hourly rates are restricted to 120% of the current GS-15, step 10; approximately \$98.66 for 2022.
- 3) Acknowledgement that the property is listed in the National Register of Historic Places or has been determined eligible for listing.
- 4) The phrase “All work must follow the Secretary of the Interior’s *Standards for the Treatment of Historic Places.*”
- 5) Notification that all changes to the contract must be agreed to in writing and SHPO informed.
- 6) Acknowledgement that the property owner/grantee has signed a Construction Programs Assurances document (SF-424D) as part of their application for funding assistance and that applicable provisions of that document are included in the contract.
- 7) Contracts for more than \$10,000 will contain suitable provisions for termination by the grant recipient, including the way it will be effected and the basis for settlement. In addition, such a contract will describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- 8) All contracts awarded in excess of \$10,000 by grant recipients and their contractors or subcontractors will contain a provision requiring compliance with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60) all as amended.
- 9) All negotiated contracts awarded by grant recipients will include a provision to the effect that History Nebraska, the Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for making audit, examination, excerpts, and transcription. Grant recipients will require contractors to maintain all required records for three (3) years after grant recipients make final payments and all other pending matters are closed.
- 10) Contracts may not contain provisions that allow the contractor to retain exclusive copyright of the project products. The grant recipient may retain copyright but must allow History Nebraska and the Department of the Interior full access to the resulting materials as specified in the grant agreement.
- 11) **All contracts** must contain the following three provisions:
 - a. The contractor will not use their position for the actual or apparent purpose of private gain (other than payment for services rendered) for themselves or another person, particularly one with whom they have family, business, or financial ties.
 - b. The contractor will not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for private gain for themselves or another person, particularly one with whom they have family, business, or financial ties.

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

F. General Notes About Hiring Consultants and Contractors

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

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

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

Code of Conduct

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

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

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

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

Alternatives to Competitive Procurement

In certain circumstances, there are alternatives to competitive procurement allowed by the federal authority funding this program. Chapter 17, Section H of the Historic Preservation Fund Grants Manual (https://www.nps.gov/orgs/1623/upload/HPF-GrantsManual_2011-508.pdf) provides for Competitive Negotiation and Non-competitive Negotiation.

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

G. Progress Reporting, Monitoring, and Site Visits

Progress Reports

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

Site Visits

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

Reimbursement Requests

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

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

To receive reimbursement:

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

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

History Nebraska will process reimbursement requests within 45 days of receipt of an acceptable invoice.

Acceptable Invoices: These include, but may not be limited to the following:

Vendor's invoices evidencing that:

- (1) invoices in the name of the applicant (grantee);

- (2) invoice dates are within the specified period of the project Agreement; and
- (3) purchase price is compatible with estimated budget costs.

Evidence that invoices were properly approved for payment, including:

- (1) evidence that discounts and other credits were deducted; and
- (2) evidence that merchandise/services were received.

For construction projects:

- (1) copies of property endorsed canceled checks (front and back); and
- (2) copies of daily time records with supervisor verification of time worked, properly noted that work performed was applicable to the project, and evidence of employee's rates of pay, including justification for rates paid.

For project planning (architectural/engineering plans):

- (1) sufficient justification and documentation that costs are allowable and consistent with those identified in the budget; and
- (2) records justifying for rates/amounts claimed

Payment cannot be processed with incomplete or inadequate information. All financial and administrative documents are records and are subject to audit. 2 CFR 200 addressing cost principles, internal control systems, and audits apply.

H. General Terms and Conditions

Changes to Approved Projects

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

Extensions

Grantees who are unable to complete the project work by the ending date shown on the original grant agreement must notify the SHPO, in writing, at least thirty (30) days before the ending date to formally request an extension of the project completion date. No extension will be allowed past June 30, 2025.

Completion Report

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

Public Acknowledgement of Funding Source

When issuing press releases, official statements, documents, or any deliverables that describe the project funded by the HPF grant, a credit line must be included that reads: **“This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, under Grant Number P23AF01076. 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.”**

Project Sign

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

Preservation Covenant

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

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

<u>Federal Assistance (\$ HPF Grant Amount)</u>	<u>Term/Type of Document</u>
\$1 -- \$50,000	5-year minimum preservation agreement. A covenant amending the deed is not required.
\$50,001 -- \$250,000	10-year minimum covenant (recorded on the property deed).

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

running with the land, in favor of and legally enforceable by the State. The property owner of record (and, if applicable, the holder of the mortgage) must be the executors of the covenant.

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

Reference: Chapter 6, Section M of the Historic Preservation Fund Grants Manual (https://www.nps.gov/orgs/1623/upload/HPF-GrantsManual_2011-508.pdf).

Build America, Buy America

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

Recipients are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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

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

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

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements. The DOI may waive the application of the domestic content procurement preference in any case in which the agency determines that one of the below circumstances applies:

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

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

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

11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply, other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives, that is or consists primarily of:

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

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

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

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

Appendix A

The Secretary of the Interior's Standards for Rehabilitation

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

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

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

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

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

<https://www.nps.gov/tps/standards/rehabilitation/rehab/index.htm>

Appendix B

Competitive Selection of Consultants (Architects/Engineers) Checklist

Step 1: Request for Proposal (RFP)/Request for Qualifications (RFQ)

- Submit your **draft RFP** to the SHPO for written approval.
- Receive **written approval** from the SHPO grants staff to proceed with the RFP.
- Send your final RFP directly to a minimum of three (3) potential consultants and post the RFP publicly.
- Allow a minimum of 21 days for consultants to respond.

Step 2: List of Consultants and Required Documentation

The following documents must be submitted for approval to the SHPO grants staff before signing a contract with your consultant. Once approved, you will receive a written notice to proceed.

Please submit the following in one grouping/packet to the SHPO grants staff.

- List of all consultants contacted (you must directly solicit a minimum of 3).
- Documentation of public posting. This should include proof that a minimum of 21 days elapsed before closing bids.
- Copies of all proposals received, including letters or e-mails from consultants indicating that they chose not to submit a proposal.
- A tally sheet or other documentation showing your selection criteria and/or process for evaluating proposals.
- A letter or email indicating:
 - When proposals were opened
 - List of attendees at opening
 - Your choice of consultant
 - Justification for selection
- Receive **written approval** for the selection process and consultation from the SHPO to proceed with the negotiation of a contract.

Step 3: Contracts

After receiving written approval of consultant selection from the SHPO, the following concludes the consultant selection process.

- Submit to SHPO grants staff a **draft contract** between the property owner and consultant.
- Receive a **written approval** of the draft contract from the SHPO before signing.
- Submit a signed copy of the approved contract back to the SHPO within 30 days of it being signed by the consultant and property owner.

Appendix C

EXAMPLE: Request for Proposals

NOTICE TO ARCHITECTS, ENGINEERS, AND CONSULTANTS, REQUEST FOR PROPOSALS

NAME:

LOCATION:

To provide professional services for a project that will preserve the (Name of property), in (County), Nebraska.

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

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

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

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

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

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

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

[Mandatory phrase.]

Appendix D

Competitive Selection of Contractors Checklist

Step 1: Construction and/or Planning Documents and/or Scope of Work

The following approvals must be obtained before moving to the contractor selection phase of the project.

- Submit to the SHPO:
 - **Draft construction documents** or a detailed scope of work
 - **Draft invitation to contractors** asking them to bid
- Receive **written approval** from SHPO to proceed with bidding.
- Send out invitations to bid with approved construction documents or scope of work directly to a minimum of three (3) potential contractors and post the invitation publicly.
- Allow a minimum of 21 days for contractors to respond.

Step 2: List of Contractors and Required Documentation

The following documents must be submitted for approval to the SHPO grants staff before signing contracts.

Please submit the following in one grouping/packet to the SHPO grants staff. E-mail is acceptable.

- List of all contractors contacted (you must directly solicit a minimum of 3).
- Documentation of public posting of ITB. This should include proof that a minimum of 21 days elapsed before closing bids.
- Copies of all bids received, including letters or emails from contractors indicating that they chose not to submit a bid.
- A tally sheet or other documentation showing your selection criteria and/or process for evaluating bids.
- A letter or email indicating:
 - When proposals were opened
 - List of attendees at the bid opening
 - Your choice of contractor
 - Justification for selection
- Receive **written approval** for the selection process and consultant from the SHPO to proceed with the negotiation of a contract.

Step 3: Contracts

After receiving written approval of contractor selection from SHPO, the following concludes the contractor selection process:

- Submit to SHPO grant staff a **draft contract** between the property owner and contractor.
- Receive **written approval** of the draft contract from the SHPO before signing.
- Submit a signed copy of the approved contract back to the SHPO within 30 days of it being signed by the contractor and property owner.

Appendix E

EXAMPLE: Invitation to Bid

Notice to Contractors
Invitation to Bid

[Historic Name of Building]
[Location], Nebraska

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

Bids will be received by [Property Owner], [Property Owner's Address], Nebraska [Zip Code] until [Time] on [Month, Day, Year], for the work noted above according to plans approved by the Nebraska State Historic Preservation Office. This structure is listed on the National Register of Historic Places (or determined eligible for listing). All work must comply with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

Sealed bids will be publicly opened at [Time] on [Month, Day, Year] at [Location where bids should be sent or delivered, be sure to include how many copies].

All inquiries about this Invitation to Bid and requests for copies of the full scope of work/plans may be directed to [Name and contact information for the person to whom questions will be directed]. Bids will be received on a total big price basis and will include a sum to cover the costs of all items of the contract, including insurance, materials, and performance bonds. A mandatory pre-bid meeting will be held at [Place, Date, Time]. It is mandatory that all bidders be present. Attendance is required for acceptance of bids. *[Pre-bid meetings are recommended but are not required. It is up to the property owner whether or not to make such meetings mandatory or merely a recommendation to potential contractors.]*

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

This project has been financed in part with federal funds from the National Park Service, a division of the United States Department of the Interior and administered by History Nebraska (P23AF01076). The contents and opinions, however, do not necessarily reflect the view or policies of the United States Department of the Interior or History Nebraska.

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

Appendix F

Example Scope of Work 1

1890 Smith Building Scope of Work

Project Description:

Repair existing windows on the north and west side as well as repair the roof on the 1890 Smith Building.

Building Description:

The 1890 Smith Building is a brick structure with a flat roof constructed in 1890. It was the storefront of Mr. Smith's general store who started the state's first grocery union. The building now serves as a local coffee shop and deli.

Detail of Work:

- Assess all windows on the north and west elevations of the building; not areas of deterioration.
- Inventory each window's parts.
- Repair deteriorated areas or replace with in-king material following Preservation Briefs #8 & #9 - <https://www.nps.gov/tps/how-to-preserve/briefs.htm>.
- Assess roof and note areas of deterioration repair.
- Replace or repair deteriorated areas with in-king material following Preservation Brief #4 - <https://www.nps.gov/tps/how-to-preserve/briefs.htm>

General Conditions:

- All work to be in accordance with the Secretary of the Interior's *Standards for Rehabilitation* - <https://www.nps.gov/tps/standards.htm>.
- Certificates of insurance, performance, and materials payment bonds are required as security for faithful performance and the payment of all bills and obligations arising from the contract.
- Storage and handling of all materials must be in a manner, which prevents additional loss, deterioration, and damage; the storage area is to be designated by the project administrator.
- Construction scheduled to be itemized with headings related to the breakdown in payment requests.
- All work is subject to review by History Nebraska (State Historic Preservation Office) throughout the duration of the project.
- Compliance with all applicable laws and statutory regulations is required.

Project Administrator:

Johnny A. Doe
Smith Café & Deli
123 Main Street
Village, NE 12345

**Katie Kates Childhood Home
Scope of Work****Example Scope of Work 2****Building Description:**

The childhood home of local artist Katie Kates is a modest wood structure built in 1905. It was her home for eighteen (18) years. The home is now used as a museum housing many of the artist's personal artifacts, memorabilia, and early works.

Project Description:

Update the heating and cooling system with a unit that is more compatible for climate controlled environment at the Katie Kate's Childhood Home, assess and address rainwater runoff at the north side of the building and around the foundation, and assess and repair wooden elements of two windows and doors on the north side of the building.

Detail of Work:

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

General Conditions:

- Repair work to be in accordance with the Secretary of the Interior's Standards for Rehabilitation. Viewable at <https://www.nps.gov/tps/standards.htm>.
- Certificates of insurance, performance, and material payment bonds required as security for faithful performance and the payment of all bills and obligations arising from the contract.
- Storage and handling of all materials must be in a manner which prevents additional loss, deterioration, and damage; the storage area is to be designated by the project administrator.
- Construction scheduled to be itemized with headings related to the breakdown in payment requests.
- All work is subject to review by History Nebraska (State Historic Preservation Office) throughout the duration of the project.
- Compliance with all applicable laws and statutory regulations required.

Project Administrator:

Mary Smith
Katie Kates Childhood Home
1234 State Street
Village, NE 68000

Appendix G

**SAMPLE
CONSERVATION EASEMENT AGREEMENT / COVENANT
Historic Preservation Fund (HPF) Program**

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

1. **The Subject Property.** This document creates a conservation easement agreement for real estate legally described in Exhibit A. The Subject Property is the site of the **Name of Subject Property**, located at **Street Address, City, County, & State** (hereafter referred to as the “Subject Property”).
2. **Grant of conservation easement.** In consideration of the sum of \$ **grant award amount** received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement agreement for the Subject Property for the purpose of assuring preservation of the Subject Property.
3. **Easement required for Federal grant.** This conservation easement agreement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund enacted by the Nebraska State Historic Preservation Office, within History Nebraska, as the HPF: “Bricks and Mortar” Roof Grant program.
4. **Conditions of easement:**
 - a. **Duration.** This conservation easement agreement is granted for a period of **insert number of years (##)** years commencing on the date when it is filed with the **County** County Register of Deeds, in the State of **Nebraska**, in the United States of America.
 - b. **Documentation of condition of the Subject Property at time of grant of this conservation easement agreement.** In order to make more certain the full extent of Grantor’s obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces are incorporated as Exhibit “B” at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the Subject Property. To complement Exhibit “B”, Grantee and/or the Grantor personnel have compiled a photographic record, including photographer’s affidavit, high-resolution electron image files, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Subject Property on the date of execution of this easement is accurately documented by the architectural drawings and/or photographic record, which will be maintained for the life of this conservation easement agreement in the Grantee’s conservation easement file for the Subject Property.

- c. *Duty to maintain the Subject Property.* The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places (or a Subject Property contributing to the significance of a National Register listed Historic District) throughout the effective date of this Easement.
- d. *Restrictions on activities that would affect historically significant components of the Subject Property.* The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity will be undertaken or permitted to be undertaken in or on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit “B.” Exterior construction materials, architectural details, form, fenestration, scale, and mass must not be adversely affected nor the structural soundness of setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior’s *Standards for the Treatment of Historic Properties* (hereinafter referred to as the “Standards”).
- e. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground-disturbing activity will be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit “A” without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior’s applicable *Standards for Archeology and Historic Preservation*.
- f. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.
- g. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitable spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Notion in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
- h. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents, and designees will have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property, the Grantee will be granted access to the Subject Property with no prior notice.

- i. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) all as amended. These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons will be made in consultation with the Grantee.
- j. *Easement will run with the land; conditions on conveyance.* This conservation easement will run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this conservation easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.
- k. *Casualty Damage or Destruction.* In the event that the Subject Property or any part of it is damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the grantor will notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, will be undertaken by the Grantor without the Grantee’s prior written approval indicating that the proposed work will meet the Standards. The Grantee will give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the Subject Property is removed, the grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government.
- l. *Enforcement.* The Grantee will have the right to prevent and correct violations of the terms of this conservation easement agreement. If the Grantee, upon inspection of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will reversibly diminish or impair the cultural, historical, and/or architectural importance of the Subject Property, the Grantee will give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction requiring the Grantor to restore the Subject Property to a condition that would

be consistent with preservation purposes of the grant from the National Park Service. In any case, where a court finds that a violation has occurred, the court may require the Subject Property to reimburse the Grantee and the Nebraska Attorney General for all the State's expenses incurred in stopping, preventing, and/or correcting the violation, including, but not limited, to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation will not bar it from doing so at a later time.

- m. *Effective date; severability.* This conservation easement agreement will become effective when filed by the Grantor in the Office of the Register of Deeds of County County, Nebraska, with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts will not be affected, and the rights and obligations of the parties will be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.
- n. *Amendments.* The parties may by mutual written agreement jointly amend the conservation easement agreement, provided the amendment is consistent with the preservation purpose of this conservation easement and will not reduce the regulatory controls listed in the conditions of this conservation easement agreement. Any such amendment will not be effective unless it is executed in the same manner as this conservation easement agreement, refers expressly to this easement agreement, and is filed with the county County Register of Deeds.

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

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

GRANTOR: _____

By: _____
Name and Title

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

NOTARY PUBLIC

GRANTEE: _____

By: Name, CEO of History Nebraska/State Historic Preservation Officer
Name and Title

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

NOTARY PUBLIC

EXHIBIT A TO THE PRESERVATION AGREEMENT

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

EXHIBIT B TO CONSERVATION EASEMENT AGREEMENT

Baseline Documentation

Subject Property Name, Address, City, State

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

Significant Character-Defining Interior Space and Features

- 1.
- 2.
- 3.
- 4.

Significant Character-Defining Exterior Spaces and Features

- 1.
- 2.
- 3.
- 4.

Significant Archeological Features

EXHIBIT C TO CONSERVATION EASEMENT AGREEMENT

Written Documentation of the Sginatory’s Authority to Sign For and Legally Bind their Organization

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

RESOLVED, that **INSERT GRANTOR NAME HERE**, a Nebraska **non-profit corporation** (the “Grantor”) will execute a conservation easement agreement with History Nebraska, the Nebraska State Historic Preservation Office, (the “Grantee”). This conservation easement will be entered under Nebraska Statute 76-2,111 to 76-2,118 for the purpose of preserving the **NAME OF SUBJECT PROPERTY**, a property that is important culturally, historically, and architecturally.

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

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

Date: _____

By: **INSERT GRANTOR NAME HERE**

By: Signature
TYPE NAME HERE, TYPE TITLE HERE

Appendix H:

Unallowable Costs

The following costs and categories are not eligible for reimbursement and should not be included in an HPF project budget.

Bad Debts: Any losses arising from uncollectible accounts and other claims, and any collection costs.

Bonus Payments: Bonus payments of any kind.

Contingencies: Contributions to a contingency reserve or any similar provision for unforeseen events.

Curation: The cost of curation of artifacts.

Entertainment: The costs of amusement, social activities, refreshments, and related incidental expenses.

Equipment: Single tangible items costing in excess of \$250 are considered to be equipment. The purchase of equipment using grant funds, only when prior written permission from the SHPO.

Fines and Penalties: The costs resulting from failure to comply with federal, state, or local laws.

Fund Raising: The costs associated with organized fundraising and solicitation.

Furnishings: The purchase of pieces of furniture is unallowable. For rehabilitation/restoration projects, the cost of furnishings may be allowable only when these furnishings are permanently attached items that are integral to building construction, are of documents historic design, and/or are reconstructed based upon documented original furnishings.

Interest: Interest on borrowings (such as mortgages and other loans), and the legal and professional fees paid in connection therewith, except when authorized by federal legislation.

Lobbying: The costs associated with activities or communications designed to influence in any manner a federal, state, or local legislator or official are unallowable.

Meals: The cost of meals for subgrantee employees, consultants, and volunteers, except when such persons are on approved travel status in conjunction with activities directly related to the grant project.

Memberships: The costs of memberships in professional or technical organizations.

New Construction: The costs of construction activities that are not rehabilitation, preservation, stabilization, or restoration are unallowable.

Pre-agreement Costs: Costs incurred prior to the project starting date are unallowable.

Revolving Funds: The use of SHPO grant funds for revolving fund activities is unallowable.

FREE ADVICE For Completing HPF Grant Proposals

The following advice for HPF applicants has been prepared by the SHPO staff. These points cover the areas or parts of the grant proposal format that should not be weak, incomplete, or inadequate. By following the advice spelled out below, it is likely that your proposal will be more polished and will score more points as a result. Remember, the HPF matching grants program is very competitive!

SOME BASIC “DOs AND DON’Ts” IN PREPARING THE PROPOSAL:

- Do** Read the instructions carefully and follow them!
- Do** Consult the SHPO Staff any time you have questions about preparing the application, particularly when there are questions involving the priorities, the project budget, the timeframe, or the matching funds.
- Do** Assemble the application carefully following the Grant Application Checklist.
- Do** Give your application to someone else to read/proofread before submitting it. It is often advisable to have someone NOT connected with the project read over the application. If they are left with questions about the project, then the project description or the responses to the priorities may be too brief or too vague. You can then revise the parts of the proposal draft as needed. Please remember to fill out the downloadable version and fill out before filling out the digital copy on the SHPO website.
- Do** Submit your application early, if possible. This allows the SHPO Staff to check your proposal and make sure that everything is in order.
- Do** Ask for letters of support from local people and organizations that endorse your project. Letters are not required but they are encouraged. Try to solicit letters from a wide variety of community supporters and encourage them to write unique and original letters instead of form letters. Remember, letters must be submitted WITH the digital application. Letters received separately WILL NOT be considered.

- Don’t** Wait until the last minute to begin preparing your application. Supporting documentation is extremely important and may take several days/weeks to collect or put together, especially budget information, matching share documentation, and letters of support. Remember, the electronic application has to be filled out and completed in one sitting, so all supporting documents should be ready to upload at the same time. Proposals prepared at the last minute often lack the necessary details and documentation and generally do not score very well because of it. Remember, this is an extremely competitive program so take the time necessary to put together a quality application.

Five Easy Ways to Make Your Proposal Score More Points

By carefully following the advice given below, a grant applicant should be able to avoid the most common pitfalls of preparing a grant application. A quality grant proposal is the sum of many quality

parts. Once weak part of the application may mean the difference of several points, which in turn may mean the difference between the proposal being funded and not being funded. **If you have questions, don't be afraid to ask for advice or guidance!**

- 1. Include a thorough and detailed project description.** This project description should cover every item or task to be completed under the grant-assisted project. If the proposed grant project is a part, complaint, or phase of a much larger or comprehensive project, briefly describe the overall project and how the proposed grant project fits into the big picture. Then describe the proposed grant project in detail. List and describe every product, if known, that will result from the grant project, and discuss any potential spin-off benefits of the project. If you need additional space to describe your project in the application feel free to add attach additional pages in the attachment section.
- 2. Include a detailed timetable for the proposed grant project.** This timetable should allow time for project initiation by SHPO Staff, procurement of goods and services (bidding), and should address every task, aspect, or component of the project. Break down the timetable by the number of days, weeks, or months necessary to complete each task or phase of the project. The timetable should set forth a clear, realistic, and reasonable schedule for the completion of the grant projects. Simply providing begin and end dates for projects does not always constitute an acceptable timetable. Applications with unrealistic timetables often score fewer points. Projects must clearly be able to meet the July 31, 2025 completion deadline.
- 3. Include a detailed and documented project budget when possible.** The budget should be broken down in detail either in the application or as an attachment to the application if more space is needed. This breakdown should follow the budget categories or line items in the project description. If known, include all project costs in their own budget-lines. If grant funding is offered, reimbursement will only be made for those items included in the original project budget. Whenever possible, include written estimates from consultants or contractors for goods and services to be used in the proposed project – this is especially critical for development applications. This kind of documentation proves that the budget is reasonable and accurate. While submitting a budget breakdown and other project cost documentation is not strictly required, including these items greatly improves the quality of the project budget and grants a higher score for the budget scoring criteria.
- 4. Include documentation to support the applicant's matching share.** Obtaining copies of bank statements, or other financial documentation may take several days or even weeks, so be sure to allow enough time to accomplish this task prior to the project deadline. Submitting this documentation proves that the required funds are on hand and available and that the project may begin immediately. Because HPF grants are "reimbursement grants" where the subgrantee is reimbursed for project costs (grant money is NOT distributed up-front), the project cannot move forward without the required matching share in place to leverage the grant funds.
- 5. Include detailed and accurate responses.** The applicant's responses to questions and inclusion of priorities in responses are what that review committee uses to evaluate and score the

applications, so you should pay particular attention to this part of the application. In general, more clear and detailed responses will score better than vague or unclear responses.

What to Expect if You Receive an HPF Grant

- 1. Formal Grant Award Notice and Packet:** You will receive a formal grant award notice, by the end of January. This notification will include your Award Letter, Project Notification, Grant Manual, and other required forms. These materials are the basis of your project, which must be completed according to state and federal requirements and procedures.
- 2. Grant Acceptance:** You will provide formal acceptance of the grant to the SHPO, as explained in the grant award notification. This includes a letter specifically stating acceptance of the grant and its terms and conditions, as well as any completed and signed forms that are included in the notification.
- 3. Project Publicity:** History Nebraska and the SHPO will release a statewide press statement announcing all of the HPF projects that were awarded for the year. HN and SHPO request that grant recipients refrain from providing press releases until the State has had the opportunity to make a press announcement. In addition, there is specific information that must be included in a press release and the SHPO must review all publicity before it is released by the grant recipient. If you receive unsolicited inquiries about your project, be aware that grant recipients are required to provide proper acknowledgment of the U.S. Department of the Interior, National Park Service, Historic Preservation Fund program, and History Nebraska.
- 4. Start-Up Meeting:** The SHPO will schedule a start-up meeting with the Project Contact and Administrator (if applicable). Start-up meetings are generally scheduled in February. You should allow at least 2 hours for a start-up meeting. Project Contacts are expected to have reviewed their project paperwork and the Grants Manual prior to the meeting. Start-up meetings are conducted via video conference calls.
- 5. Project Initiation:** After the start-up meeting and your project's beginning date, you may begin to work on your project. Project will begin with procuring, or hiring, consultants or contractors for the project. The SHPO staff will review procurement requirements with the Project Contact/Administrator at the start-up meeting. Procurement must be accomplished through open and fair selection involving competitive bidding. The SHPO must review all bidding documents before they are released to potential contractors. Procurement is converse in detail in the Grant Manual, and an overview is provided in this packet. Failure to follow procurement requirements can result in significant issues with your project and potentially the reduction in grant funds or cancellation of the project.
- 6. Project Signs:** Project signs will be provided to the grantee by the SHPO, that must be displayed throughout the project period.
- 7. Project Progress Reports:** Progress Reports are due throughout the project on a monthly basis on the 10th of every month during the project period. The Project Administrator is responsible for completing progress reports, keeping the project on track, reporting any problems or delays, and overseeing reimbursement.

- 8. Project Reimbursement:** The HPF program is a reimbursement grant, and grant funds are paid out according to the funding ratio of the project based on reporting 100% of the project's costs on the Reimbursement Request Form. Reimbursement requires documentation of proof of costs incurred (timesheets, contractor invoices, receipts, etc.) and proof of cost paid (pay stubs, copies of checks, payment vouchers, etc.). Reimbursement requests can be submitted at any time during the grant, provided you are claiming a work item that is 100% completed. Reimbursement Requests are not tied to the progress reports and are at the discretion of the grant recipient and its financial situation. Reimbursement payments take approximately forty-five (45) days. Specific authorization forms are required by the State Auditor's office in order to be reimbursed and these forms will be included with your award notice.
- 9. Project Schedule, Activity, and Budget:** The timetable, scope of work, and budget you provide in your grant application are the basis for the SHPO's expectations of your project. It is essential that these components are realistic and feasible in your project proposal so that you can carry out the project as planned if it is awarded!

However, it is not unusual for projects to encounter unforeseen problems, delays, or unexpected activities and expenses. To the extent possible, the Project Administrator should keep the project on schedule. If it becomes apparent that the scope of work, timetable, or budget needs to be adjusted, the Project Administrator should contact the SHPO immediately to discuss the changes. The SHPO has some flexibility to adjust the grant activities.

Issues related to timetable must take into consideration the fact that HPF funding is a "use it or lose it" program and projects must be complete by the end of the federal fiscal year. This is a federal requirement and the SHPO has no recourse beyond the federal cycle.

Grant recipients can only be guaranteed the amount of money that they were originally awarded. If the project will cost more than the anticipated project cost it is the responsibility of the grant recipient to cover the difference.

The SHPO will be happy to work with grant recipients to resolve these issues as they arise. However, grant recipients should be aware that issues resulting from failure on the part of the project personnel to follow grant guidelines and requirements, to initiate the project in a timely manner, or to communicate problems to the SHPO, are the responsibility of the grant recipient and project personnel and may jeopardize grant funding or result in termination of the project.

- 10. Project Review and July 31 Final Deadline:** All projects must be completed by the July 31, 2025 deadline. This means that all rehabilitation projects and activities must be finished by July 31, and ready for a close-out site inspection (although due to scheduling, the final site visit may occur after July 31) along with submissions of final reports. The SHPO is not likely to consider extensions to the project end date beyond June 30; grant proposals and funded projects must plan activities that can be completed within the HPF timeframe.