

HISTORIC PRESERVATION FUND (HPF)

GRANTS MANUAL



Historic Preservation Fund Grants:
A Program of the U.S. Department of the Interior,
National Park Service



*Historic Preservation
& Archaeology*

Administered by the
Indiana Department of Natural Resources,
Division of Historic Preservation and Archaeology

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INTRODUCTION

This Grants Manual is designed to provide information to entities that have received federal Historic Preservation Fund (HPF) grant assistance from the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology (DHPA). The Federal Government considers the State of Indiana to be the recipient of these funds and, therefore, the **grantee**. The local entities that receive these pass-through funds from the State of Indiana are **subgrantees** and are referred to as such throughout this manual.

Subgrantees are responsible for abiding by:

- All the requirements and conditions in the State of Indiana Grant Agreement contract;
- All of the requirements set forth in the grant Award Letter;
- The requirements and project specifications spelled out in the Project Notification;
- The General Grant Conditions, and Assurances forms;
- The certifications and conditions signed and submitted with the grant application (these are not duplicated in this manual, but are incorporated into this project by reference and are listed in Appendix A);
- State and federal procurement guidelines and accounting standards;
- Protective covenant requirements (for Development projects only); and
- The instructions contained in this *HPF Grants Manual*.

Subgrantees should review this information thoroughly to avoid any confusion later in the grant process. Remember that while the DHPA strives to bring every project to a successful conclusion, it is the subgrantee that is ultimately responsible for the successful completion of the grant project. **Failure to adhere to grant standards can result in the reduction or cancellation of the State's funding offer.** The DHPA's Grants Staff can answer questions about your responsibilities as a subgrantee.

This manual is designed around a step-by-step flow chart (on page 4), which shows the grant process from the time funding is offered by the State Historic Preservation Officer (SHPO) to the completion of the project. Additional information and instructions are provided in the Appendices. The Grant Project Checklist (starts on page 13) provides step-by-step guidance for complying with the rules and regulations of the HPF Program and cross-references the pertinent parts of this manual where detailed instructions can be found.

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Note: This manual and grant-related forms, documents, boilerplate language, and other items can be found at the DHPA website at www.in.gov/dnr/historic-preservation/ under "Tax Credits & Grants/Financial Assistance > HPF Grant Program > Current Grant Recipients."

ROLES OF THE SUBGRANTEE'S KEY PROJECT PERSONNEL

Role of the Project Coordinator

The Project Coordinator is the person authorized to represent the subgrant recipient/project sponsor in the administration of the project. The Project Coordinator is responsible for ensuring the progress and timely completion of all work on the project, and also for submitting all required paperwork to the DHPA. The Project Coordinator is also the DHPA's day-to-day contact for all correspondence relating to the project. While the Project Coordinator must be a capable, reliable, organized, and conscientious person, there are no academic or professional requirements for this position. The Project Coordinator's specific duties include:

- Submitting the grant acceptance letter and signed forms;
- Verifying completion of the State Grant Agreement contract;
- Attending the project start-up meeting;
- Assisting with preparation and review of the protective covenant (for Development projects only);
- Initiating the procurement process and preparing contracts;
- Preparing and submitting quarterly progress reports on-time;
- Preparing and submitting reimbursement invoices;
- Submitting draft and final versions of grant-assisted products or scheduling the close-out inspection;
- Keeping the project on schedule and bringing it to a timely and successful conclusion.

It is important that the Project Coordinator be able to commit to the project from beginning to end, changes in personnel during the course of the grant can often delay the project schedule.

Role of the Principal Investigator

Almost all projects require a Principal Investigator who conducts or supervises the professional and/or technical aspects of the grant project, is responsible for the quality of the final product, and is expected to perform or oversee any remedial work required by the State. The Principal Investigator may be a member of the subgrantee organization, a volunteer donating their professional services, or a hired contractor (procurement requirements may apply). With few exceptions, the Principal Investigator must meet the federal requirements listed in Secretary of the Interior Professional Qualifications Standards for the appropriate discipline. The Principal Investigator's specific duties include:

- Developing plans and specifications for contractors (mainly on Development projects);
- Assisting with bidding/procurement and contractor selection (mainly on Development projects);
- Completing or overseeing completion of work on the project;
- Insuring that grant-assisted work meets quality standards and federal requirements.

It is possible for one person to serve as both Project Coordinator and Principal Investigator, assuming that he or she has the necessary qualifications, experience, and ability. In certain instances, the project may not include professional activities, thus eliminating the need for a Principal Investigator (for example, some public education or publication projects may fall into this category).

Role of the Owners' Agent for Building Owners Who Are Not Subgrantees

In the case of Development projects, the subgrantee organization is normally the owner of the building to be assisted with federal funds. In rare instances, however, the subgrantee may be undertaking a rehabilitation project in partnership with the building owner. Under these circumstances, when the building owner is not the direct recipient of the grant funds, the building owner shall still be considered to be a party to the grant agreement and must designate a person to serve as Owner's Agent. The specific duties of the Owner's Agent include:

- Signing the General Grant Conditions and Construction Assurances forms;
- Attending the grant project start-up meeting with the Project Coordinator;
- Signing the protective covenant and assisting with the document's execution;
- Providing access to the property necessary for the completion of the project;
- Providing responsive and timely assistance to the Project Coordinator and Principal Investigator as needed;
- Abiding by the terms and conditions of the grant agreement and this *HPF Grants Manual*; and
- Abiding by the terms of the protective covenant for the duration of the covenant period.

Failure of the building owner to adhere to the terms of the grant agreement, despite full cooperation from the subgrantee and its key project personnel, may result in cancellation of the grant award.

Signatory to the State of Indiana Grant Agreement Contract

If the Project Coordinator or Building Owner/Owner's Agent is not a person from the Project Sponsor Organization (the organization actually receiving the grant funds) authorized to enter a legal contract with the State, an authorized signatory must be identified. A Bidder Registration profile must be created, if one is not already set up, for each Project Sponsor (see Appendix A) with an e-mail for the person authorized to sign a contract for the grant. The signatory does not necessarily need to be a day-to-day contact for the DHPA regarding the grant, that role is for the Project Coordinator.

PERFORMANCE MEASUREMENT STANDARDS

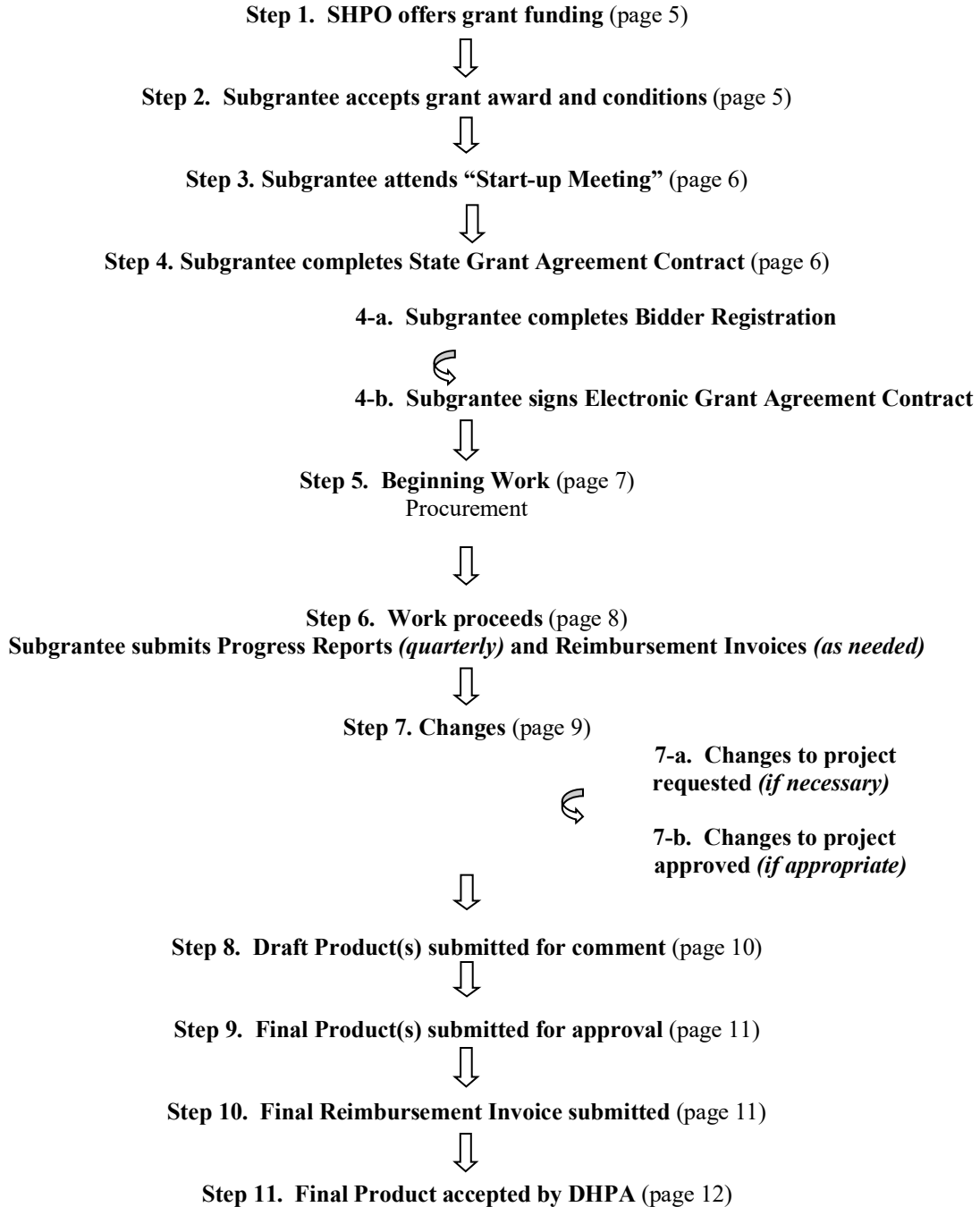
The performance of key project personnel, and the subgrantee as a whole, will be assessed throughout the grant-assisted project. Performance factors include: on-time submission of progress reports; timely initiation of procurement paperwork; thoroughness of information submitted with progress reports, reimbursement invoices, and procurement documents; proper acknowledgment of the funding source; overall quality of work; and on-time completion of the project. Instances of late progress reports, delayed initiation of procurement, inadequate acknowledgment of the funding source, and the need for deadline extensions are measurable factors that can negatively affect the reputation of key project staff. Seriously poor performance and/or major breaches of grant requirements may also negatively affect the reputation of the subgrantee organization as a whole.

The HPF Grant Program is extremely competitive. Past performance of key project personnel and subgrantee organizations is a competitive factor in the evaluation of grant proposals. Reduced scores for poor past performance can mean the difference between future grant applications receiving funding and not receiving funding. **Therefore, subgrantees and their key project personnel are strongly advised to keep the project moving forward in a timely manner, adhere to all reporting deadlines, follow the instructions in this *HPF Grants Manual*, and bring projects to a timely and successful conclusion.**

This HPF Grants Manual should be able to answer most questions for project personnel. Please use it as your primary reference for grant administration. All other questions should be directed to the DHPA Grants Staff.

COMPLETING AN HPF GRANT PROJECT: STEP-BY-STEP

Given certain unpredictable aspects of the HPF program, early steps #2 - #5, may be done slightly out of order, or undertaken simultaneously. The DHPA Grant staff will work with each individual project to initiate grant awards, acceptance, bidder registration and state contract, and begin project procurement.



PART I: THE GRANT PROCESS STEP BY STEP

STEP 1: State Historic Preservation Officer Offers Grant Funding

Grant applications are considered and selected for funding by the DHPA, which is the staff of the Indiana State Historic Preservation Officer (SHPO). While the DHPA staff often advises applicants of project selections for planning and scheduling purposes, subgrant awards are not official until the SHPO sends the subgrantee a grant award packet with project-specific conditions. The packet will include documents that are considered part of the grant offer, including:

- Award Letter
- Project Notification;
- General Grant Conditions Form;
- Non-Construction Assurances Form **or** Construction Assurances Form;
- W-9 Form **and** Direct Deposit Authorization Form (#47551);
- DHPA *HPF Grants Manual*;
- DNR Subrecipient Information Sheet;
- Other pertinent forms and information as may be appropriate for your project.

The Project Notification form included with your award packet is a synopsis of the grant project as prepared by the DHPA Grants Staff based on the information contained in your grant application. It is the measure by which the NPS and the DHPA will evaluate your project. It includes the estimated budget for the project, the scope of work, and the list of products to be created under the grant.

STEP 2: Subgrantee Accepts Grant Award and Conditions

Upon receipt of the SHPO's grant award packet, the subgrantee should carefully read the following items:

- The Award Letter;
- The proposed budget, scope of work, and list of products in the Project Notification;
- The *HPF Grants Manual*, including all Appendices and Exhibits;
- Any project-specific information accompanying the Award Letter; and
- The certifications and assurances that were submitted with your grant application (these forms are listed in Appendix A; additional copies may be obtained from the DHPA).

If you are unable to meet any of the grant conditions, or if you disagree with any of the information contained in the Project Notification, contact the DHPA Grants Staff immediately. Most situations can be rectified quickly and informally; major differences might require additional clearance from the DHPA and/or the NPS. **Subgrantees should remember that almost all of the grant conditions are required under state or federal law or regulation and cannot be waived under any circumstances.** If the conditions attached to the project cannot be met, the SHPO reserves the right to reduce the funding award or cancel the grant offer and reallocate the funds to other projects.

Subgrantees who are able to meet the requirements of the grant award should submit the following items to the DHPA Grants Staff by the acceptance deadline printed in the Award Letter:

- A letter officially accepting the terms and conditions of the grant;
- Signed copy of the General Grant Conditions;
- Signed copy of the Non-Construction Assurances **or** Construction Assurances;
- Completed W-9 and Direct Deposit Authorization Forms;
- DNR Subrecipient Information Sheet

Grant awards not accepted by the deadline indicated in the SHPO's letter are subject to withdrawal, and grant funds may be offered to other subgrantees or applicants.

STEP 3: Subgrantee Attends “Start-Up Meeting”

Do not begin working on your project prior to a Start-up Meeting with the DHPA! Usually within four weeks of acceptance of the grant award, the Grants Staff will schedule a Start-up Meeting with the subgrantee’s representative(s), the Grants Staff, and the appropriate Program Area Staff. (The Program Area Staff member is the individual who will review the grant product to ensure that it meets state and federal standards.) Start-up Meetings will be conducted at the DHPA office in Indianapolis or in a virtual meeting, unless the grant is for a Development project, in which case the Start-up Meeting must be held at the project site.

The subgrantee should review the grant requirements and conditions in the Award Letter, the Project Notification, and the *HPF Grants Manual* before the Start-up Meeting. This meeting is an opportunity for the subgrantee to ask questions about the project or specific grant conditions. By the end of the meeting, both the subgrantee and the DHPA should have a very clear understanding of the project.

Work on the project prior to the Start-up Meeting may be unnecessary, inadequately documented, in violation of the *Secretary of the Interior’s Standards and Guidelines*, or not within the approved Scope of Work, and will not qualify for reimbursement. **Only work performed between the project begin and end dates is reimbursable.** Therefore, it is imperative to have permission from the DHPA before any work is undertaken on the project. Subgrantees should be especially careful of federal hiring and contracting standards. See Step 4: Beginning Work below, and Appendix B: Procurement / Bidding Requirements.

STEP 4: Subgrantee Completes State Grant Agreement Contract (See Appendix A)

4-a. Bidder Registration

Subgrantees should verify their registration with the Indiana Department of Administration as a “bidder” or complete or update “bidder registration” if necessary. State Grant Agreement Contracts and creation of Purchase Orders for grant project accounts depend on the subgrantee being registered for electronic contracting.

The project’s applicant/sponsor, specifically the financial entity, must complete a Bidder Registration and create a Bidder Profile with the Indiana Department of Administration (IDOA). This is mandatory to receive an HPF Grant through the State of Indiana. (The system does not have language to differentiate “subgrantees” or “subrecipients” from “bidders” or “vendors” or “suppliers,” so for the purposes of the system, you are considered Bidders/Suppliers.)

Included below is the link to the IDOA website where you can create a Bidder Profile and the information that you will need to have on hand BEFORE you begin. This website has videos to walk through registration steps. It also has a link to the Supplier Portal Login. For additional instructions see Appendix A.

<https://www.in.gov/idoa/procurement/procurement-training/supplier-portal-help-center/>

***Note:** Some subgrantees will also receive W-9 and Direct Deposit Authorization forms with their HPF official award letter or have submitted those in the past. Those forms are for the State Auditor and different than Bidder Registration with IDOA. The W-9 and Direct Deposit is what you need to get paid. The Bidder Registration is what you need in order to even have an agreement with the State for your grant.

4-b. State Grant Agreement Contract Execution

An executed contract/grant agreement is required to create a purchase order for each project. The purchase order is the mechanism by which the DHPA provides reimbursement for project invoices. Therefore, any reimbursement of documented grant costs cannot be processed until the grant agreement is complete. The DHPA will initiate the process and use the template for grant agreements created by the Indiana Department of Administration.

When the contract is ready to be signed, the contact listed on the Bidder Registration will receive an e-mail with a link to the contract for review and signature. It is important to review and sign in a timely manner. The

Indiana Department of Administration has instructions for electronically signing a contract at: <https://www.in.gov/idoa/procurement/procurement-training/supplier-portal-help-center/>.

STEP 5: Beginning Work

The subgrantee's staff, volunteers, and/or contractors can begin work on the project following the Start-up Meeting and after the project begin date. Different regulations apply to each project participant. In each case, however, it is imperative that the work be necessary and useful to the project, that it is done by someone with the requisite knowledge, training, and skills, and that the effort put forth is properly documented.

Subgrantee's Staff Begins Work

The person designated as **Project Coordinator** has responsibility for the day-to-day administration of the grant project. This person must be conscientious, reliable, and accessible during business hours as they will be the DHPA's primary point of contact within the subgrantee organization. The Project Coordinator is specifically responsible for keeping the project on schedule, and preparing and submitting quarterly progress reports, bidding documents, contracts, and reimbursement requests.

Depending on the nature of the project, the subgrantee may have among its existing staff members a person with the necessary skills, education, and experience to complete the technical aspects of the project. The subgrantee may appoint that individual as **Principal Investigator** and charge him or her with the responsibility of completing the grant project. Additional staff members may be assigned to assist in the work, but it is the Principal Investigator who has the ultimate responsibility of guaranteeing the quality of the final product (**see Roles of the Key Project Personnel on page 2, Step 8: Draft Products Submitted for Comment, Step 9: Final Product Submitted for Approval, and Step 11: Product Accepted by DHPA**). If the subgrantee organization does not have someone within its membership who is qualified to act as Principal Investigator, they must procure the services of a person qualified to act in this capacity. For example, a Development project requires that the Principal Investigator be either a qualified general contractor or a licensed architect so that they can communicate effectively with contractors working on the grant project and review the quality of their work. The Principal Investigator protects the interests of the subgrantee organization by ensuring the quality of the contractual services being provided. **See Appendix K: Federal Requirements for Principal Investigators** for more information about the requirements for Principal Investigators.

All efforts towards completion of the grant project by members of the subgrantee organization's staff must be documented on approved time sheets and supported by copies of payroll checks, unless other arrangements have been made with the DHPA. **See Appendix D: Preparing Reimbursement Requests and Exhibit 3: Time Work Record.**

Procurement for Work Performed by an Outside Contractor

When any work is to be performed by an outside contractor and will be paid out of the grant budget, the subgrantee must be sure to follow proper procedures for procuring professional services and for preparing a contract. Because DHPA grants involve federal funds, subgrantees must follow both state and federal guidelines concerning contractor selection. In general, these guidelines are intended to ensure that all qualified parties are provided an equal opportunity to be hired, and that the contract price agreed to is fair and reasonable for the services to be provided.

- **See Appendix B: Procurement / Bidding Requirements**, for specific information on required procurement practices. **Remember that bidding documents and proposed contracts must be submitted to the DHPA Grants Staff for review and written approval prior to their release.** The DHPA reserves the right to reduce or cancel grant awards to projects where fair procurement standards are violated.
- Following receipt of DHPA's written approval of a proposed contract for services, the subgrantee is free to enter into the contract and initiate work. It is the subgrantee's responsibility to ensure that the contract is enforceable, that its terms adequately describe the work to be completed, and that the terms of the contract are met. **See Appendix B: Procurement / Bidding Requirements.**
- **Procurement for contractual services must be initiated within sixty (60) days after the Start-up Meeting; failure to initiate procurement by this time may result in cancellation of the grant award.**

Please contact the DHPA Grants Staff with any questions regarding procurement requirements and procedures.

Subgrantee’s Volunteers Begin Work

State and federal regulations allow volunteer workers to donate their time to the project. Such work, if included in the approved project budget and properly executed and documented, can be used as part of the local matching share required to leverage the federal grant funds. Note that the efforts of volunteers must be valued at the current minimum wage (\$7.25 per hour as of January 1, 2017), unless the person is volunteering a service on a professional basis. The latter donation is referred to as “professional in-kind services.” For example, an architect who donates his or her time to complete plans and specifications for a rehabilitation project is providing a professional in-kind service. Although free to the subgrantee organization, professional in-kind services are worth the value of those same services if procured on the open market. However, if the same architect provides labor outside of their professional field, such as scraping paint, then the donated labor is valued at the volunteer rate. Subgrantees using volunteer workers must still meet the requirement for a qualified Principal Investigator who will guarantee the quality of the final product.

STEP 6: Work Proceeds

Subgrantees should be able to proceed with work on their projects on an independent basis, using the appropriate state and federal guidelines referenced in their grant paperwork and this manual. However, DHPA staff members are always available to answer questions, give advice, or assist with the interpretation of federal and state standards, rules, and regulations. You are encouraged to contact the Grants Staff whenever questions arise; it is better for both the State and the subgrantee to identify and resolve problems as soon as they arise. Contact **Malia Vanaman** with any questions or problems that arise regarding your project.

The Grants Staff is responsible for all administrative aspects of the project, including project deadlines, eligible costs, procurement procedures, and financial reporting. Questions involving project methodology or the quality of completed products/work will be referred by the Grants Staff to the appropriate Program Area Staff. Note that changes to the grant project require the involvement of both Program Area and Grants Staff. **See Step 7: Changes** for more information.

Subgrantee Progress Reports

The subgrantee must provide written reports on the status of the project on a regular basis. Progress reports are to be submitted to the DHPA quarterly, according to the following schedule:

- Report due by **July 10**..... for the period April 1 to June 30
- Report due by **October 10**..... for the period July 1 to September 30
- Report due by **January 10**..... for the period October 1 to December 31
- Report due by **April 10**..... for the period January 1 to March 31
- Report due by **July 10**..... for the period April 1 to June 30

If the subgrantee’s project is behind schedule at the end of the second quarter, DHPA Staff may require the subgrantee to submit monthly progress reports until the project is complete.

Progress reports are used to gauge a subgrantee’s performance, and their likelihood of completing the project successfully. The form supplied is fairly brief (**see Exhibit 1: Subgrantee Progress Report**) and should not be difficult to complete assuming that work is progressing adequately and that some measure of financial and administrative control is in place. Subgrantees who submit late or inadequate reports may be required to submit additional documentation of progress. **See Appendix C: Preparing Progress Reports.** The DHPA will review the Subgrantee Progress Reports to ensure subgrantee compliance with all conditions, and to verify that adequate progress is being made on the grant project.

Subgrantees should carefully monitor their expenses and advise the DHPA promptly if it appears that the project will come in either over- or under-budget. The DHPA attempts to resolve such situations annually by

reallocating funds from those projects that have grant funds remaining to those projects that are running over budget. It is critical that these situations be addressed at the earliest opportunity; **see Step 7: Changes**. Subgrantees who do not inform the DHPA that they may not use all of their allotted funds are inadvertently causing financial hardship to subgrantees in need. This situation also puts the State in peril of losing any unspent federal funds. Such situations may count against a subgrantee if they reapply for DHPA grant assistance in the future.

Reimbursement Invoices

Subgrantees are required to submit financial **reimbursement invoices** (or “invoices”) on a periodic basis. The subgrantee may submit invoices according to the needs of their particular project and their financial situation. However, **it is generally recommended that invoices be submitted at least quarterly**. **Note** that financial invoices cannot be reimbursed without a completed State Contract Grant Agreement and Purchase Order (and for rehab projects, an executed covenant also). Subgrantees who believe that they have the financial resources to complete the grant-funded project and then seek reimbursement at the end are strongly urged to submit **at least two invoices** during the life of the project. If remedial work is required by the DHPA, payment of the final invoice may be delayed for some time. Therefore, it is important for the subgrantee to have sought reimbursement for part of the project costs along the way so as to avoid financial hardship. **See Appendix D: Preparing Reimbursement Invoices**, for instructions on assembling invoices. Refer also to the terms of the grant Award Letter concerning this issue. The State reserves the right to withhold payment if it has legitimate concerns and/or reasons to question the subgrantee’s ability to conclude the project successfully. However, in most cases up to **85%** of the total grant funds will be reimbursed upon receipt of properly documented invoices and adequate Progress Reports. **See Appendix D** for information on preparing reimbursement invoice forms. The remaining **15%** of grant funds will be paid out after final inspection or final approval of the project by the Program Area Staff; **see Step 11: Product Accepted by DHPA**.

For Development projects, please note that grant funds may not be disbursed until the following item has been fully executed (although this does not prevent work from being initiated on the project):

- Covenant Agreement encumbered on the legal title of the property. **See Appendix I: Protective Covenants and Public Access Requirements for Rehabilitation Projects and Exhibit 4: Sample Covenant**.

All subgrantees are required to file a final invoice within sixty (60) days of completion of the project. Failure to submit the final invoice within sixty (60) days of the project completion or end date may jeopardize the remaining grant funds.

STEP 7: Changes

Changes to the Project May Be Necessary

A subgrantee may find that circumstances encountered while working on a project are different from those expected when the project was conceived and planned. This often occurs in rehabilitation projects where the conditions of buildings needing repair work may have deteriorated beyond the level that was originally identified in the project proposal. The magnitude of the project may vary; inclement weather or turnover in the subgrantee’s staff may affect the progress of the work. The DHPA should be notified of any situation that might affect the cost, timeliness, or proper completion of a grant-assisted project. It may be determined that the subgrantee should formally request changes to the project budget, schedule, or scope of work.

“Change Orders” and other Changes to the Project Require DHPA Approval

Changes to the scope of work are significant if they involve a “change order” or other revision or amendment to the signed contract, the introduction of a **new work item** not shown on the approved Project Notification budget breakdown, or if they involve a request to purchase any **equipment** (single items costing more than \$300). Changes to the project budget are considered significant if any single line item in the Project Notification’s budget is inaccurate by **10% or \$250** (whichever is greater), or when the total project budget appears to be inaccurate by **\$2,000 or more**. These situations require advanced notification of the DHPA and a request for approval of the situation. A change in the Source of Matching Share constitutes a change to the project budget that requires DHPA notification and approval.

Timeliness is a factor of grant performance that the DHPA and the NPS consider to be of great importance. Among other things, it is an important consideration each year when the State reviews grant/subgrant applications. Those who have a poor track record of meeting deadlines on past projects will be downgraded accordingly during subsequent grant application evaluations. However, unforeseen circumstances sometimes affect a subgrantee's ability to perform in accordance with the original schedule. In such cases, the subgrantee must advise the DHPA and request a revised schedule, which may include a new project end date. The DHPA will consider revising schedules when the need stems from a situation that could not have been foreseen. Changes, particularly extensions, are more difficult to obtain when the problem seems to stem from a lack of interest or diligence in carrying out the work on the part of the subgrantee. **Therefore, you are strongly urged to monitor your progress to help avoid the need for a schedule change.**

If a change to the timetable becomes unavoidable, contact the DHPA Grants Staff at the earliest opportunity. Changes to the scope of work are usually linked directly to changes in the list of final products given in the Project Notification. The State is reluctant to make changes in these areas, since the result can be the use of grant funds to assist a project that is significantly different from what was spelled out in the original project proposal that was approved by the State Historic Preservation Review Board.

When changes to the project become absolutely necessary, the subgrantee **must** contact the DHPA for permission to adjust the scope of work, timetable, and/or budget and revise the list of products to be completed under the grant. Failure to seek prior written permission from the DHPA for any project changes may result in cancellation of the grant award.

Changes to the Project Approved

In some cases, changes to a subgrantee's budget, schedule, or scope of work can be approved by the State alone. In other instances, however, the State may need to receive written concurrence from the National Park Service. In such situations, the DHPA Grants Staff will prepare and file a Project Notification Amendment with the NPS. If approved, the Grants Staff will supply the subgrantee with a copy of this form with the State's letter approving the requested changes. Please note that this can be a lengthy process.

There may be instances in which the changes requested are unwarranted or are considered not to be in the best interest of the State. In such cases, the State reserves the right to require adherence to the original grant agreement, to reduce or cancel the grant funding, or to negotiate a compromise acceptable to all parties. When appropriate, however, the changes requested are approved by the DHPA Grants Staff in a timely manner.

STEP 8: Draft Product Submitted for Comment

The terms of many subgrants require that drafts of reports or products be submitted to the DHPA Grants Staff at least sixty (60) days before the project end date (April 30 at the latest). Projects with multiple products or phased products are still required to submit drafts for review sixty (60) days prior to the anticipated product completion date, if it is different than the project end date. Refer to your grant award letter to determine whether this requirement applies to your project and the draft product submittal deadline. This review provides the subgrantee with advice from the appropriate DHPA Program Area Staff and makes it possible for the subgrantee to make the required corrections and improvements to the grant project while grant funds are still available.

Please note that all draft products MUST be sent to the attention of the Grants Staff – such items SHOULD NOT be sent directly to the Program Area Staff. The Grants Staff must log in all grant-funded products and will forward them to the appropriate Program Area Staff for review. The Grants Staff will then monitor the timely review of the grant-funded products.

Sixty (60) Day Review Period

Within thirty (30) days of submission, Program Area Staff will review the draft and provide the subgrantee with a written request for specific revisions and/or corrections. Subgrantees must address the corrections or revisions within thirty (30) days and submit a “final” draft to the DHPA for approval. Once approved, the Subgrantee will finalize and submit the completed product. **See Step 9: Final Product Submitted for Approval.**

National Register Nominations

National Register nomination projects undergo a two-step review process that requires a different schedule than the basic sixty (60) day review period. Refer to the project’s Award Letter for technical and substantive review submission deadlines. Nominations must pass technical review before moving on to substantive review. Technical Review can sometimes be completed in less than thirty (30) days, but often nominations do not pass technical review the first time, even if prepared by Qualified Professionals. Substantive Review also typically requires a second review. Therefore, subgrantees should schedule draft submittals with that in mind. Nominations should be complete when submitted; incomplete nominations cannot be properly reviewed.

Projects or aspects of work deemed unacceptable will be made known to the subgrantee in writing indicating the necessary corrective actions and/or remedial work necessary and the time frame in which the corrections must be made. In instances where remedial work is necessary, the DHPA will work with the subgrantee to bring the product into compliance with all state and federal requirements in a timely manner. While the DHPA can usually help the subgrantee make the necessary improvements, the subgrantee should note that program regulations prevent the DHPA from paying for inadequate or inferior work. **The costs of making corrections after the project end date are NOT eligible for reimbursement and must be borne by the subgrantee.** Please note that subgrantees who fail to bring a project to completion in compliance with state and federal guidelines may be required to repay to the State all grant funds received.

STEP 9: Final Product Submitted for Approval

After the DHPA’s comments on the draft product have been received, the subgrantee must make the appropriate changes and submit a final draft version for DHPA approval. This final draft must usually be submitted thirty (30) days after receipt of the DHPA’s comments, but subgrantees should refer to their grant Award Letter to determine the exact due date. Once the requested changes and revisions have been made, an approval letter from the DHPA will follow within thirty (30) days; **see Step 11: Product accepted by DHPA below.**

The subgrantee must submit the completed project within the time frame specified in the Award Letter. The completed grant products will be reviewed by the Grants Staff and the Program Area Staff for compliance with the *Secretary of the Interior’s Standards* and other state and/or federal requirements. If the products are acceptable, the Historic Architecture Specialist or Program Area Staff will certify in writing that the project has been completed successfully. The Grants Staff will withhold payment of **15%** of the grant funds until the designated Program Area Staff has given written approval of the final project. If changes or revisions are required but the subgrantee fails to make the requested changes, the Grants Staff will take the appropriate action. **See Step 11: Product Accepted by DHPA.**

STEP 10: Final Reimbursement Invoice Submitted

When all grant project work has been completed, the subgrantee should prepare and submit the final reimbursement invoice by the deadline specified in the Award Letter. The 15% retention is normally withheld until the final products have been approved or the project site has been inspected by DHPA Staff. **See Step 6: Work Proceeds. Subgrantees who fail to submit their final invoice within sixty (60) days of the project completion or end date may jeopardize part or all of their remaining grant funds.** Within thirty (30) days of the final project being approved, the final reimbursement invoice will be processed, and the Grants Staff will prepare a written Final Project Report for the National Park Service. **Final invoices must be submitted within sixty (60) days of the project completion or may not be eligible for reimbursement.**

STEP 11: Final Product Accepted by DHPA

The product created with grant funding will be reviewed for professional quality and adherence to state and National Park Service standards. Subgrantees will be notified in writing if the product is acceptable. In instances where corrections must be made, the DHPA will work with the subgrantee to bring the product into compliance in a timely manner. See Step 9: Final Product Submitted for Approval above. When all of the work has been completed and accepted, and all of the financial documentation has been submitted, the DHPA can process the 15% retention (or the balance of the grant funds). This concludes the grant agreement, and the project is considered to be complete.

Corrective Action/Termination

If the DHPA determines that the subgrantee is not in compliance with the terms and conditions of the grant due to reporting problems (such as failure to submit Progress Reports, attend meetings, supply financial documentation, or respond to requests from Grants Staff) or performance problems (such as the failure to make adequate progress toward timely completion of the project, failure to make requested changes, or failure or inability to produce work that meets the *Secretary of the Interior's Standards*), the subgrantee will be required to take corrective action.

- The Grants Staff will advise the subgrantee of problems and detail the reasons for the requested corrective action in a letter.
- Each grant is a unique project with different circumstances; the Grants Staff and Program Area Staff handle each grant accordingly. The details of the corrective action requested will be project- and situation-specific.
- The subgrantee will have up to thirty (30) days in which to respond to any correspondence. If no response is made, the initial letter will be followed with more attempts to contact or communicate with the subgrantee.
- If no sufficient response is received, the Grants Staff may initiate grant termination proceedings.

Subgrants may also be terminated when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. Termination conditions and effective dates will be agreed upon by both parties. Subgrantees will be required to **refund** to the State any grant payments made for projects that are not completed, or that do not meet state and federal guidelines and requirements. Grants Staff and Program Area Staff will determine whether any work produced through a terminated subgrant constitutes an acceptable product eligible for federal reimbursement.

- The Grants Staff will order the subgrantee to return any funds previously received that were not expended appropriately in the process of creating an acceptable product.
- If the subgrantee fails to return the funds, the DHPA will consult DNR's legal counsel, and may ultimately deliver the matter to the Indiana Attorney General's Office with a request that the State take legal action to recover the grant funds.

Project End Date

All products and projects **MUST** be completed and approved by the end date listed in the Award Letter and Project Notification for the project. The grant deadline often is not negotiable. Deadline extensions may only be granted by the DHPA Grants Staff in rare and extreme situations, and then only for very short periods of additional time. Failure to complete the project by the deadline will be documented and will negatively affect the reputation of the Project Coordinator and possibly also the Principal Investigator and the Project Sponsor organization as a whole. These factors may hurt the organization's chances of receiving grant assistance from the DHPA in the future.

GRANT PROJECT CHECKLIST

This checklist is designed to help Project Coordinators keep track of all the necessary steps toward completing an HPF grant project. Depending on the precise nature of any given project, additional steps may be required beyond those listed below. Project Coordinators are encouraged to review the Steps, Appendices, and Exhibits referenced for each phase of the grant process and check the box as each activity is completed.

GRANT ACCEPTANCE AND PROJECT INITIATION -- Refer to:

- Step 1:** State Historic Preservation Officer Offers Grant Funding
- Step 2:** Subgrantee Accepts Grant Award and Conditions
- Step 3:** Subgrantee Attends “Start-Up Meeting”
- Step 4:** Subgrantee Completes State Grant Agreement Contract
- Appendix A:** Conditions and Certifications
- Appendix F:** Fiscal Requirements
- Appendix I:** Protective Covenants and Public Access Requirements (for Development projects only)
- Appendix K:** Federal Requirements for Principal Investigators
- Exhibit 4:** Sample Covenant (for Development projects only)

Formal Acceptance of Grant Award

- Subgrantee reads grant Award Letter, Project Notification, federal forms, and covenant requirements
- Subgrantee submits formal letter accepting terms and conditions of grant award
- Subgrantee submits signed General Grant Conditions form
- Subgrantee submits signed Construction Assurances or Non-construction Assurances form
- Subgrantee submits completed DNR Subrecipient Information Sheet
- Subgrantee submits completed W-9 and Direct Deposit Authorization forms (if necessary)
- Subgrantee completes Bidder Registration with the Indiana Department of Administration (if necessary)
- Subgrantee electronically signs the State of Indiana Grant Agreement Contract (the execution of the contract may be completed later in the process, but is required for creation of a purchase order for grant payments)

Grant Project Start-up Meeting

- DHPA Grants Staff schedules start-up meeting after subgrantee submits acceptance letter and forms
- Subgrantee reviews *HPF Grants Manual*, Award Letter, and Project Notification prior to start-up meeting
- Subgrantee prepares list of questions for DHPA Grants Staff prior to start-up meeting
- Subgrantee attends start-up meeting at DHPA or site of Development/Rehabilitation project

Development/Rehabilitation Projects: Project Sign, Covenant, Plans and Specifications

- Subgrantee posts NPS/DNR sign at rehabilitation project site for the duration of the grant period
- Subgrantee provides DHPA Grants Staff with legal description of property boundary from deed
- DHPA Grants Staff prepares draft covenant document and sends it to subgrantee for review
- Subgrantee reviews draft covenant document
- (If necessary)*
 - Subgrantee notifies DHPA Grants Staff of any errors or necessary revisions to covenant document
 - DHPA Grants Staff makes revisions to covenant and sends it to subgrantee for final review
- Subgrantee approves covenant document—please do not print or sign, the DHPA will provide copies
- DHPA Grants Staff prepares finalized covenant and mails two copies to subgrantee
- Subgrantee signs two copies of approved covenant document, legally records covenant with County Clerk
- Subgrantee returns one copy of recorded covenant to DHPA Grants Staff, keeps one copy
- If Design Services will be included in grant costs, see section on Procurement for required procedures**
- Subgrantee or architect submits drawings, plans, specifications for work to DHPA for review
- DHPA architecture specialist reviews plans and specifications and responds with questions, clarifications
- (If necessary)*
 - Subgrantee or architect revises plans and specs and resubmits to DHPA for approval
- Plans and specifications are approved for bidding, see Procurement for hiring contractors

PROCUREMENT

Refer to:

Step 5: Beginning Work

Appendix B: Procurement

Preparation of Bidding Document and Solicitation of Bids

- Subgrantee reviews *HPF Grants Manual*, Appendix B: Procurement
- Subgrantee prepares draft bidding document with all required parts and federal language
- Subgrantee mails or e-mails draft bidding document to DHPA Grants Staff for review
(If necessary)
 - DHPA Grants Staff notifies subgrantee of any required revisions or corrections
 - Subgrantee addresses correction items in bidding documents
 - Subgrantee mails or e-mails revised bidding document to DHPA Grants Staff for review
- DHPA Grants Staff approves bidding document, notifies subgrantee in writing
- Subgrantee sends approved bidding document via certified mail to minimum of five (5) potential contractors
- Subgrantee retains signed return receipt cards from invitation to bid mailings

Preparation of Newspaper Advertisements (required for any procurements of \$100,000 or more)

- Subgrantee prepares draft newspaper ad with all required parts and federal language
- Subgrantee mails or e-mails draft newspaper advertisement to DHPA Grants Staff for review
(If necessary)
 - DHPA Grants Staff notifies subgrantee of any required revisions or corrections
 - Subgrantee addresses correction items in newspaper advertisement
 - Subgrantee mails or e-mails revised newspaper advertisement to DHPA Grants Staff for review
- DHPA Grants Staff approves newspaper advertisement, notifies subgrantee in writing
- Subgrantee sends newspaper advertisement to run in selected regional newspaper(s) as required

Preparation of Contract Documents

- Subgrantee prepares draft contract document with all required parts and federal language
- Subgrantee mails or e-mails draft contract document to DHPA Grants Staff for review
(If necessary)
 - DHPA Grants Staff notifies subgrantee of any required revisions or corrections
 - Subgrantee addresses correction items in contract document
 - Subgrantee mails or e-mails revised contract document to DHPA Grants Staff for review
- DHPA Grants Staff approves contract document, notifies subgrantee in writing
(If necessary)
 - Subgrantee repeats all steps above for second procurement opportunity
 - Subgrantee repeats all steps above for third procurement opportunity

Selecting and Hiring the Contractor

- Subgrantee holds bid opening
- Subgrantee chooses contractor according to its own selection guidelines (board meeting, RFQ, etc.)
- Subgrantee assembles “request to hire” packet (see Appendix B) and submits it to DHPA Grants Staff
- DHPA Grants Staff reviews request to hire packet, approves contractor selection, notifies subgrantee
- Subgrantee finalizes contract document by inserting contractor name and price into approved draft
- Subgrantee signs contract document and sends it to contractor for signature
- Subgrantee sends copy of signed contract document to DHPA Grants Staff

Change Orders

(If necessary)

- Subgrantee submits any “change orders” or contract revisions to DHPA for prior review and approval
- DHPA Grants Staff reviews change order requests, approves change orders, notifies subgrantee
- Subgrantee formally accepts change orders from contractor

PROGRESS REPORTING

Refer to:

Step 6: Work Proceeds

Step 7: Changes

Appendix C: Preparing Progress Reports

Exhibit 1: Subgrantee Progress Report (A fillable PDF form is available at <https://www.in.gov/dnr/historic-preservation/financial-assistance/grants/current-grant-recipients/> or <https://forms.in.gov/Download.aspx?id=5859>)

- Subgrantee submits progress report for the period April 1 to June 30-- due by July 10
 - Subgrantee submits progress report for the period July 1 to September 30-- due by October 10
 - Subgrantee submits progress report for the period October 1 to December 31 -- due by January 10
 - Subgrantee submits progress report for the period January 1 to March 31-- due by April 10
 - Subgrantee submits progress report for the period April 1 to June 30-- due by July 10
- (If necessary)*
- Subgrantee advises DHPA of any problems that may affect project budget, timetable, or scope of work
 - Subgrantee submits written request for amendment to project budget, timetable, or scope of work
 - DHPA Grants Staff considers request for amendment to project budget, timetable, or scope of work

REIMBURSEMENT INVOICES

Refer to:

Step 6: Work Proceeds

Appendix D: Preparing Reimbursement Invoices

Appendix E: Allowable and Unallowable Costs

Appendix F: Fiscal Requirements

Exhibit 2: Reimbursement Invoice Form*

Exhibit 3: Time Work Record*

*These are available in a fillable PDF form at: <https://www.in.gov/dnr/historic-preservation/financial-assistance/grants/current-grant-recipients/> or <https://forms.in.gov/Download.aspx?id=5859>

- Subgrantee organizes documentation, submits first reimbursement invoice
 - DHPA Grants Staff processes invoice paperwork, mails deposit confirmation to subgrantee (about forty-five (45) days)
 - Subgrantee organizes documentation, submits second reimbursement invoice
 - DHPA Grants Staff processes invoice paperwork, mails deposit confirmation to subgrantee (about forty-five (45) days)
 - Subgrantee organizes documentation, submits subsequent reimbursement invoices
 - DHPA Grants Staff processes invoice paperwork, mails deposit confirmation to subgrantee (about forty-five (45) days)
- (If necessary)*
- DHPA Grants Staff withholds final 15% of grant amount until completed project is approved
 - Subgrantee completes Entity Annual Report (Form E-1) (State Form 54402) and submits to Auditor of State (report federal funds based on Subgrantee Fiscal Year, may need to submit two Reports)

PRESS RELEASES OR OTHER PUBLICITY (i.e. Newsletter Articles, Websites, Social Media etc.)

Refer to:

Appendix G: Press Releases and Publicity Statements

Appendix H: Acknowledgment of State and Federal Assistance for HPF Grant Products

- Subgrantee prepares draft of press release/publicity item including required federal acknowledgment
- Subgrantee mails or e-mails draft press release/publicity item to DHPA Grants Staff for review
- Subgrantee receives input from DHPA Grants Staff, makes revisions and corrections as needed

- Subgrantee mails or e-mails revised press release/publicity item to DHPA Grants Staff for review
- Subgrantee receives approval of press release/publicity item from DHPA Grants Staff
- Subgrantee sends press release to local media or uses in its own publications

CONGRESSIONAL NOTIFICATION LETTERS

Refer to:

Appendix J: Congressional Notification Letter Requirements

- Subgrantee prepares congressional notification letter according to instructions in Appendix J
- Subgrantee sends congressional notification letter to U.S. Representative(s) Indiana district office(s)
- Subgrantee sends congressional notification letter to both U.S. Senators Indiana offices
- Subgrantee sends copies of each letter (three (3) total) to DHPA Grants Staff for the project file

COMPLETION AND CLOSE-OUT OF GRANT PROJECT

Refer to:

Step 8: Draft Product Submitted for Comment

Step 9: Final Product Submitted for Approval

Step 10: Final Claim Submitted

Step 11: Product Accepted by DHPA

Appendix D: Preparing Reimbursement Requests

Appendix F: Fiscal Requirements

Appendix H: Acknowledgment of State and Federal Assistance for HPF Grant Products

For “Architectural & Historical” and “Archaeological” projects:

- Subgrantee submits draft version of grant product to DHPA Grants Staff for review by draft due date
- DHPA Program Staff requests revisions and corrections
- Subgrantee addresses correction items in draft product
- Subgrantee submits revised/finalized grant product to DHPA Grants Staff for review by project end date
- DHPA Program Staff notifies subgrantee of approval and acceptance of final grant product
- Subgrantee submits final reimbursement request within sixty (60) days of project completion or project end date
- DHPA Grants Staff processes invoice, mails deposit confirmation to subgrantee about forty-five (45) days later
- Subgrantee completes Entity Annual Report electronically and submits to Auditor of State (not the DHPA)

For “Acquisition and Development” projects:

- Subgrantee notifies DHPA Grants Staff that project is nearing completion, schedules final site inspection
- Subgrantee reviews punch list with Principal Investigator and contractor(s)
- Subgrantee notifies DHPA Grants Staff that project is 100% complete, with all punch list items addressed
- DHPA Grants and Program Area Staff schedule and conduct final inspection and close-out meeting
- Subgrantee receives written notification of approval and acceptance of final grant product
- Subgrantee submits final reimbursement request within sixty (60) days of project completion or project end date
- DHPA Grants Staff processes invoice, mails deposit confirmation to subgrantee about forty-five (45) days later
- Subgrantee completes Entity Annual Report electronically and submits to Auditor of State (not the DHPA)

PART II: REQUIREMENTS FOR ALL PROJECTS

The following requirements apply to all projects receiving Historic Preservation Fund grant assistance:

- The project must be administered in accordance with the conditions, certifications, and requirements listed in Appendix A: Conditions and Certifications.
- The project must be conducted in accordance with the appropriate program-area requirements listed in Part III: Grant Requirements By Program Area.
- The project must be conducted in accordance with the conditions of the State Contract Grant Agreement.
- Subgrantees must abide by the fiscal requirements listed in Appendix F: Fiscal Requirements and the circulars issued by the Office of Management and Budget (OMB).
- Subgrantees must abide by the requirements for procurement, the reimbursement process, and allowable costs as listed in Appendix B: Procurement / Bidding Requirements, Appendix D: Preparing Reimbursement Invoices, and Appendix E: Allowable and Unallowable Costs.
- Press releases must be issued in accordance with Appendix G: Press Releases and Publicity Statements, and Appendix H: Acknowledgment of State and Federal Assistance for HPF Grant Products.

In addition, each project will be governed by all of the following conditions:

Allowable Costs

Expenditures for this project may be reimbursed under this Agreement only if such expenditures (a) are in payment of an obligation incurred during the Agreement period, (b) are necessary for the accomplishment of objectives approved by both parties, (c) conform to appropriate federal cost principles, and (d) are not listed as non-allowable in Office of Management and Budget (OMB) Circular A-21.

Assignment of Agreement

This Agreement is not assignable by the Subgrantee Organization or the Department, either in whole or in part, without the prior written consent of the other party.

Audits of Records

The State of Indiana, the U.S. Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Subgrantee Organization that are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts, and transcription. Such records shall be maintained for three (3) years after the term of the agreement.

Authority to Bind Contractor

Notwithstanding anything to the contrary in the Agreement, the signatory for the Subgrantee Organization represents that he or she has been duly authorized to execute Agreements on behalf of the Subgrantee Organization designated above, has filed proof of such authority with the Indiana Department of Administration, W479 Government Center South, 402 West Washington Street, Indianapolis, Indiana, 46204, and has obtained all necessary applicable approval from the Subgrantee Organization to make the Agreement fully binding upon the Subgrantee Organization when his or her signature is affixed.

Compliance with Laws and OMB Circulars

The Department and the Subgrantee Organization agree to comply with all applicable federal, state, and local laws, rules, regulations and ordinances. All provisions required thereby to be included herein, are hereby incorporated by reference, specifically, Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, and A-133. Compliance with applicable Office of Management and Budget Circulars will be required. Copies of specific circulars can be obtained from EOP Publication Services, Office of Management and Budget, 725 17th Street NW, Room 2200, Washington, D.C. 20503, phone (202) 395-7332 and on the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>. The Department and the Subgrantee Organization shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.; Executive Orders 11246, 11375, and

11764; Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended; and the Copeland Anti-Kickback Act, 18 U.S.C. 874.

Conflict of Interest Involving Federal Employees

The grant recipient will not use any Historic Preservation Fund monies or funds from other sources (applied as a matching share) to pay a fee to, or to pay the travel expenses of, current employees of the federal government for consultant services, lectures, attendance at program functions (including HABS/HAER participation), or any other activity in connection with a grant or any subagreement awarded under the grant. Grant recipients are to consult with the DHPA when the potential for such a conflict arises. This prohibition is in accordance with 18 USC 209, which stipulates that federal employees whose employment has not terminated will not receive supplemental compensation for their services in their capacity as federal government employees.

Conflict of Interest Involving State Employees

No member, officer, or employee of the Division of Historic Preservation and Archaeology, including the Indiana Historic Preservation Review Board, will have any interest in this agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (i.e., unpaid, and the time not charged to the required matching share for the Historic Preservation Fund grant). A waiver may be requested if it is determined that such an exception will serve to further the purposes of the subgrantee's overall program. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party” means:

1. The individual executing this Agreement;
2. An individual who has an interest of three percent (3%) or more of the Subgrantee Organization, if the Subgrantee Organization is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

- A. The Department may cancel this Agreement without recourse by the Subgrantee Organization if any interested party is an employee of the State of Indiana.
- B. The Department will not exercise its right of cancellation under section A above if the Subgrantee Organization gives the Department an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Agreement consistent with an opinion of the Commission obtained under this section.
- C. The Subgrantee Organization has an affirmative obligation under this Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that the Subgrantee Organization knows or reasonably could know.

Contingency Funds

No grant funds may be set aside for contingency purposes on Development projects. Grant funds may be paid out only toward the actual costs incurred under the line items specified in the Project Notification budget. DHPA staff will make every effort to help grant recipients structure their project, scope of work, bid documents, etc., so as to minimize costs and reduce the possibility of being overcharged by contractors. In this way the project will be able to stay as close as possible to the original budget. These practices should help to minimize unforeseen costs, and therefore cancel the need for contingency funds. If unforeseen costs arise that push the project over budget, the DHPA staff will make every effort to reallocate additional funds to this project, if such funds are available at the end of the grant cycle. However, it is the grant recipient's responsibility to bear all costs over and above the project budget. Therefore, it is in the best interest of both the subgrantee and the DHPA to work to keep costs as low as possible, to investigate potential problems that could affect the overall project budget, to work to mitigate these problems, and to schedule work items or modify the scope of work to accommodate such situations.

Contingent Fees

No person, agency, or other Subgrantee Organization may be employed or retained to solicit or secure a grant or contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or

violation of this prohibition, the State will have the right to annul the grant without liability or, at its discretion, to deduct from the grant or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

Convict Labor

In accordance with Executive Order 11755, no person undergoing a sentence of imprisonment at hard labor will be employed on any grant-assisted project. (Labor performed by state prisoners who are on work-release, parole, or probation does not fall under this prohibition.)

Data Availability Notice: The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The recipient shall make the data produced under this sub-award and available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following: the scientific data relied upon; the analysis relied upon; and the methodology, including models, used to gather and analyze data.

Design and Implementation of Project

The Subgrantee Organization shall be solely responsible for the proper design and implementation of the project as described in the Project Notification Form.

Disclosure of Information

Grant recipients should be aware that information provided to the State in the course of this grant (including financial documentation) is considered to be public record and subject to disclosure under Indiana's Public Record Law (IC 5-14-3) and the Freedom of Information Act, 5 USC 552 (unless the grant recipient is determined to be exempt and information is not to be disclosed under those statutes or Section 301 of the National Historic Preservation Act). In addition, the State and the National Park Service have the right, unless otherwise specified in the grant agreement, to use and disclose program and project data. However, there may be some information that a grant recipient may wish to remain confidential. Such items must be clearly and prominently identified to the State at the time the information is within the limits imposed by state and federal regulations on public disclosure. Note that the State retains the right not to reveal the exact location of historic, architectural, or archaeological sites identified as a result of a grant assisted project if the State feels that this is necessary for the protection of such sites.

Discrimination in Employment Prohibited

In all hiring or employment made possible by or resulting from grant awards, each employer:

- Will not discriminate against any employees or applicants for employment because of race, color, religion, sex, age, or national origin; and
- Will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, color, religion, sex, age, or national origin during their employment.

This requirement applies to, but is not limited to, the following:

- Employment promotion, demotion, or transfer;
- Recruitment;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship.

The grant recipient will comply with all applicable statutes and Executive Orders on equal employment opportunity. Grant awards will be governed by the provisions of all such statutes and Executive Orders, including (but not limited to) enforcement provisions as implemented by Department of the Interior policies, published in 43 CFR 17.

Drug-Free Workplace

The Subgrantee Organization hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Subgrantee Organization will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in the Subgrantee Organization's workplace.

Dual Compensation

If a grant recipient's staff member or consultant is involved simultaneously in two or more projects supported by any federal funds, and compensation on either project is based upon a percentage of time spent, the total compensation from any federal funds during this period of dual involvement is limited to an amount not to exceed 100% of that person's time.

Examination of Records

The State of Indiana, the U.S. Department of the Interior, the Comptroller General of the United States, and/or any of their authorized representatives will have the right of access to any books, documents, papers, or other records of the grant recipient that are pertinent to the grant in order to make audit, examination, excerpts, and transcripts as described in Appendix F: Fiscal Requirements.

Force Majeure

In the event that either party is unable to perform any of its obligations under this Agreement -- or to enjoy any of its benefits -- because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

Governing Laws

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

Hiring Practices

All persons engaged to work on a grant assisted project, either as regular paid staff members of the grant recipient or as consultants hired on a contractual basis, must be selected in accordance with appropriate competitive and nondiscriminatory procurement standards as described in Appendix B: Procurement / Bidding Requirements.

Indemnification

The Subgrantee Organization agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Subgrantee Organization and/or its subgrantees, if any. The State shall *not* provide such indemnification to the Subgrantee Organization.

Independent Contractor

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or counted as members of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

Lobbying

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

Non-Collusion and Acceptance

The subgrantee's signatory attests, subject to the penalties for perjury, that he or she is the representative, agent, member or officer of the Subgrantee Organization, that he or she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

Nondiscrimination

Pursuant to Indiana Code 22-9-1-10 and Title VI of the Civil Rights Act of 1964, the Subgrantee Organization and its subgrantees shall not discriminate against any employee or applicant for employment in the performance of this Agreement. The Subgrantee Organization shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Agreement also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

The Subgrantee Organization understands that the State is a recipient of federal funds. Pursuant to that understanding, the Subgrantee Organization and its subgrantees, if any, agree that if the Subgrantee Organization employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Subgrantee Organization will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The State of Indiana shall comply with Section 202 or Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended, 29 USC 794 et seq.) and the Americans with Disabilities Act (ADA) require that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal assistance. Grant recipients must operate their grant-assisted program so that the program, when viewed in its entirety, is readily accessible to and usable by qualified disabled persons. In addition, no qualified disabled person will, on the basis of disability, be subjected to discrimination in employment under the grant program. If any person believes that he or she has been discriminated against in any program, activity, or facility receiving federal assistance, or if anyone desires further information regarding Title VI or Section 504, they should write to: Director, Equal Opportunity Program, National Park Service, 1849 C Street, N.W. MS-2740, Washington, D.C. 20240.

Penalties / Interest / Attorneys' Fees

The Department will in good faith perform its required obligations hereunder and, notwithstanding any clause contained in this Agreement, does not agree to pay any penalties, interest, or attorney's fees resulting from this Agreement, except as authorized by Indiana law, in part, I.C. 34-2-22-1, I.C. 5-7-17-5, and I.C. 34-3-16-1 et seq.

Political Activities

The grant recipient must administer this project in a manner consistent with the provision of 18 USC 1913; costs associated with activities to influence legislation pending before Congress or the Indiana General Assembly, commonly referred to as "lobbying," are unallowable as charges to the grant, either on a direct or indirect cost basis. In addition, no expenditure of grant funds may be made for the use of equipment or premises for political purposes, sponsoring or conducting a candidate's meeting(s), engaging in voter registration or voter transportation activities, or other partisan political activities.

Progress Reports

The Subgrantee Organization shall submit written quarterly progress reports to the State. The progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. The Subgrantee Organization is to use the progress report form contained

in Exhibit 1: Subgrantee Progress Report. Such progress reports must be received by the State no later than the tenth day of the month and cover all progress made during the previous quarter. Failure to submit progress reports according to this schedule will result in grant reimbursements being delayed or withheld. In the event that the project is not making adequate progress, the DHPA Grants Staff may require the Subgrantee Organization to submit progress reports on a monthly basis.

Publications

Publications and other public dissemination of information made possible by grant assistance must acknowledge support from the National Park Service, U.S. Department of the Interior, and the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology by use of the statements listed in Appendix H: Acknowledgment of State and Federal Assistance for HPF Grant Products.

Reports, Records, and Inspections

The grant recipient will submit financial, progress, and other reports as required by the State. Grant recipients and their contractors will permit on-site inspections by state representatives and will effectively require employees to furnish such information as (in the judgment of the State) may be relevant to a question of compliance with grant conditions.

Safety Precautions

The State assumes no responsibility with respect to accidents, illnesses, or claims arising out of any work performed under a grant supported project. The grant recipient is expected to take necessary steps to insure itself and its personnel and to comply with the applicable local, state, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

Scope of Work

Grant recipients will complete the project according to the proposed scope of work spelled out in the Project Notification. A request for a change can be made, but the change will not be enacted unless a scope of work amendment is formally requested by the subgrantee and subsequently approved in writing by the DHPA.

Special Conditions

The terms of the grant award may include standard and/or special provisions that are considered necessary to obtain the objectives of the grant, facilitate post award administration of the grant, conserve grant funds, or otherwise protect the interests of the state and/or federal government. Any such conditions will be found in the SHPO's grant Award Letter or the Project Notification. Failure to comply with any such conditions may cause disallowance of certain costs.

Subcontracts

No subcontracts shall be made by either party to this Agreement without the prior written consent and approval of the other party. No reimbursement payments may be made by the Department to the Subgrantee Organization under this Agreement unless all subcontracts have been approved by both parties as set forth above.

Termination

Either party may terminate this Agreement by providing sixty (60) days written notice to the other party.

Timeliness of Project Work

The grant recipient must commence work on the project within a reasonable amount of time after the grant is awarded. Note that adequate progress towards the procurement of goods and services must be demonstrated during the first quarter of the project. Failure to show demonstrable progress on project procurement during this time may result in cancellation of the grant. Even if a proposed project is not set to begin during the first quarter of the program cycle, subgrantees are still responsible for making progress on securing goods and services for the project. Costs incurred beyond the end date of the project will not be reimbursed without prior written permission from the DHPA and formal amendment of the project dates.

PART III: GRANT REQUIREMENTS BY PROGRAM AREA

Archaeological Investigation Projects Must:

- Be conducted in accordance with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*;
- Be conducted in accordance with the most current version of the *Guidebook for Indiana Historic Sites and Structures Inventory -- Archaeological Sites*;
- Be conducted in accordance with **Indiana Code 14-21-1** and **312 IAC 21** and **22** concerning state plans for archaeological investigations and accidental discoveries. If human remains are encountered, notify the DHPA within two (2) working days, and the project must adhere to relevant state statutes (including IC 23-14);
- Per 312 IAC 22-2-3 (b) (2), an application to conduct an investigation or scientific investigation must be filed at least thirty (30) days before the proposed commencement of the project;
- In the event that buried human remains are encountered during the project, the Department of Natural Resources, Division of Historic Preservation and Archaeology (DNR/DHPA) must be notified within two (2) business days of the time of the disturbance, per **Indiana Code 14-21-1-27**. If human remains are discovered on the surface of the ground, stop and notify the DNR/DHPA. The human remains should be left in place until consultation with the DNR/DHPA has occurred. If human remains, funerary objects, and/or cultural items are discovered, the grant recipient organization **MUST** comply with the Native American Graves Protection and Repatriation Act ("NAGPRA"), "The Advisory Council on Historic Preservation Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects" (February 23, 2007), and relevant state statutes (including IC 23-14, IC 14-21-1, and 312 IAC 22). This includes preparing and publishing inventories, summaries, and notices with National NAGPRA.
- Submit an archaeological report of investigations to the DHPA for review, comment, and approval. The DHPA requires one (1) bound copy of the report, and one (1) digital copy.
- The report must include an Abstract or Executive Summary of the project, which includes:
 - Number of sites newly added to the state inventory
 - Area surveyed (in acres) at Reconnaissance Level
 - Area surveyed (in acres) at Intensive Level
- The report must include the required federal acknowledgment language (see Appendix H: Acknowledgment of State and Federal Assistance for HPF Grant Products).
- The report must include the relevant portions of 7.5' USGS topographic map(s) showing areas investigated as well as sites investigated or discovered. An archaeological site form for each site investigated must be entered into SHAARD;
- Complete a cemetery registry survey form for each cemetery, graveyard, or burial ground investigated or discovered, and submit completed forms to the DHPA (forms are available from the DHPA office or website);
- Complete changes or revisions as required by the DHPA Archaeological Staff after their review of the project;
- Submit all public materials (including website information, PowerPoint presentations, brochures, etc.) to the DHPA for review and approval;
- Meet all applicable requirements of this *HPF Grants Manual*; and
- Meet any additional requirements listed in the grant Award Letter and Project Notification.
- *Optional*: Although not required, the DHPA welcomes contributions to its on-line Indiana Archaeology journal. This can be a shorter feature/report (5-10 pages) or an article of 10-25 pages in length (single-spaced, not including references). The submission can summarize the work and results of the HPF funded activity or can focus on a specific aspect of the project and should be written for a target audience of the general public, as well as archaeology professionals. Submissions must follow specifications and guidelines available from the DHPA;

Development Projects Must:

- Be carried out in accordance with the *Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties (Preservation, Rehabilitation, Restoration, and Reconstruction)*, as appropriate;
- Be carried out according to plans and specifications that have been reviewed and approved in writing by the DHPA staff prior to the execution of any contracts and the initiation of any work;
- Include a project sign that acknowledges state and federal involvement and is posted in a conspicuous location on the property for the duration of the grant project period; required wording can be found in Appendix H:

? DHPA Grants Staff 317-232-1648

Acknowledgment of State and Federal Assistance for HPF Grant Products. (Note, however, that a project sign normally will be provided to the subgrantee by the DHPA during the grant start-up meeting.);

- Include any remedial work as required by the DHPA Grants Staff and/or Historic Architecture Specialist following their review of the project;
- Include the granting of protective covenants to the State for five (5) or ten (10) years, depending on the funding level involved. See Appendix I: Protective Covenants and Public Access Requirements for Rehabilitation Projects and Exhibit 4;
- Include a provision for public access, if required. See Appendix I;
- Meet all applicable requirements of this *HPF Grants Manual*; and
- Meet any additional requirements listed in the grant Award Letter and Project Notification.

Historic Preservation Planning Projects Must:

- Be conducted in accordance with the *Secretary of the Interior's Standards and Guidelines for Historic Preservation Planning*;
- Be conducted in accordance with the State's current Cultural Resources Management Plan;
- Be conducted in accordance with previous state-sponsored historic contexts;
- Meet all applicable requirements of this *HPF Grants Manual*;
- Meet any additional requirements listed in the grant Award Letter and Project Notification; and
- (Pre-development projects only) Include a project sign that acknowledges state and federal involvement and is posted in a conspicuous location on the property for the duration of the grant project period; required wording can be found in Appendix H: Acknowledgment of State and Federal Assistance for HPF Grant Products. (Note, however, that a project sign normally will be provided to the subgrantee by the DHPA during the grant start-up meeting.)

National Register Projects Must:

- Be conducted in accordance with the *Secretary of the Interior's Standards and Guidelines for Planning, Identification, Evaluation, and Registration*;
- Be conducted in accordance with *National Register Bulletins, How to Apply the National Register Criteria for Evaluation, How to Complete the National Register Registration Form, and How to Complete the National Register Multiple Property Documentation Form* issued by the National Park Service explaining the National Register process and requirements (*as applicable*);
- Be conducted in accordance with the instructions contained in the DHPA's National Register Application Packet;
- Include, as part of the final product, digital photo documentation done in accordance with the DHPA's photo policy for digital image submission found at <https://www.in.gov/dnr/historic-preservation/help-for-owners/national-and-state-registers/application/photography-guidelines/>;
- With participation of the DHPA National Register staff, hold a public meeting for property owners affected by the nomination to inform them of the project and to explain what National Register listing does and does not mean for their property;
- Be approved by the Certified Local Government (*if applicable*) through the CLG procedures. Documentation including the staff report and letter of transmittal must be submitted with the final nomination forms.
- Meet all applicable requirements of this *HPF Grants Manual*; and
- Meet any additional requirements listed in the grant Award Letter and Project Notification.

Publication Projects Must:

- Relate information that is consistent with the appropriate *Secretary of the Interior's Standards and Guidelines*;
- Be in a format consistent with other DHPA publications, (*if applicable*);
- Be printed on minimum 30% recycled paper stock;
- Be reviewed for content and approved by the DHPA prior to publication;
- Acknowledge state and federal involvement, and include nondiscrimination statements, in wording approved by the DHPA. See Appendix H: Acknowledgment of State and Federal Assistance for HPF Grant Products;

- Provide for the free distribution of all copies printed with federal grant money and matching funds, unless previous arrangements have been made with the DHPA;
- Provide for the distribution of some number of publications to the DHPA at no charge (the precise quantity will be set forth in the Project Notification);
- Meet all applicable requirements of this *HPF Grants Manual*; and
- Meet any additional requirements listed in the grant Award Letter and Project Notification.

Survey and Survey Planning Projects that may be awarded through the Cooperative Agreement program must meet the following requirements:

Architectural and Historical Survey Planning Projects Must:

- Be conducted in accordance with the *Secretary of the Interior's Standards and Guidelines for Planning, Identification, Evaluation and Registration*;
- Be conducted in accordance with the *Indiana Historic Sites and Structures Inventory Survey Manual for Architectural and Historical Resources*;
- Identify all Historic Districts (listed and eligible);
- Identify all areas of Scattered Sites;
- Include drafts of County, Township, and District histories;
- Plan for the purchase or rental of field application tablet PC units;
- Provide a detailed outline for how survey will be undertaken including but not limited to: number of surveyors, name(s) of surveyors (if known), name of survey record approver, how approver will implement approving records into daily work schedule, order in which project area will be surveyed, and timeline of how/when surveyor will proceed;
- Meet all applicable requirements of this *HPF Grants Manual*;
- Meet any additional requirements listed in the grant Award Letter and Project Notification;

Architectural & Historical Electronic Survey Projects Must:

- Be conducted in accordance with the *Secretary of the Interior's Standards and Guidelines for Planning, Identification, Evaluation and Registration*;
- Be conducted in accordance with the *Indiana Historic Sites and Structures Inventory Survey Manual for Architectural and Historical Resources*;
- Be based on a survey plan that complies with the *Survey Manual* and has been approved by the DHPA;
- Use the field application developed for sites and structures inventory by the DHPA;
- Document all sites, structures, bridges, and cemeteries or burial grounds that meet the survey requirements established in the *Survey Manual*;
- Meet all applicable requirements of this *HPF Grants Manual*;
- Meet any additional requirements listed in the grant Award Letter and Project Notification;

Appendix A: State Grant Agreement Contract Process and Requirements

Accepting the Grant Award:

These items require the signature of an authorized agent of the subgrantee organization, and must be submitted to the DHPA to accept the grant award:

- Formal letter of grant acceptance;
- General Grant Conditions;
- Construction Assurances or Non-Construction Assurances, depending on the type of project;
- W-9 and Direct Deposit Authorization forms;
- DNR Subrecipient Information Sheet

Project-specific conditions may be included with the grant Award Letter and Project Notification; subgrantees should review their Award Letters for information on any other conditions or project-specific requirements.

In addition, the following federal conditions and certifications that were included in the DHPA grant application packet, signed by the grant applicant, and submitted as part of the grant proposal packet are considered part of all grant project agreements:

- Certification of Matching Share;
- Statement of Understanding;

Subgrantees who did not retain copies of the signed originals of these documents or who have misplaced their copies of these forms may contact the DHPA for replacements.

Bidder Profile Registration (See Step 4-a)

Grant recipients receiving funding through the State of Indiana must sign a State Grant Agreement Contract. Since HPF funding is federal funding passed through the State of Indiana, HPF subgrantees are subject to this requirement. In order to execute a Grant Agreement Contract, the HPF subgrantee (the agency or organization that will receive the money) must be registered as a “Bidder” with the Indiana Department of Administration. It is likely that major institutions and organizations, county and municipal governments, and universities are already registered. Check with the department or staff that would normally sign contracts to verify registration. Subgrantees that have received funds through the State of Indiana in the past several years are also likely registered. The DHPA Grant Staff may also be able to check the Bidder Registration.

To set up or update a Bidder Profile go to:

<https://www.in.gov/idoa/procurement/procurement-training/supplier-portal-help-center/>. You can watch the training videos, or click on Supplier Portal Login, and then click on the “Register Bidders” tile.

BEFORE YOU REGISTER: Be sure to have all mandatory registration information available before you begin.

Mandatory information includes:

- Taxpayer ID Number (TIN)
- Entity Name (and any Additional Names)
- Buy Indiana Enterprise
- Minority/Women/Veteran Business Enterprises
- United Nations Standard Product and Services Code (UNSPSC) information⁺⁺
- Entity Address information
- Contacts: Name, Phone Number, E-mail (you may enter more than one and select type of contact)
- User ID and Password

⁺⁺The UNSPSC codes can be searched at: <https://www.unspsc.org/search-code>. Use a keyword to search under “Title” (such as “preservation” “historic” “cultural”). Choose the most appropriate code. A list of probable codes is below.

UNSPSC Codes:

Cultural Heritage Preservation or Promotion Services	93141707
Historical or Cultural Sites	90151502
Anthropological Research Service	93141715
Cultural Heritage Survey Indicator Service	93141718
Geophysical Survey	81131504

Once a registration profile is set up, a confirmation e-mail will be sent to the e-mail listed in the profile.

Electronic Contracts

State Grant Agreement Contracts are created and signed electronically. The contract template is uploaded and completed by DNR Purchasing and by DHPA Grant staff. The contract includes mandatory clauses from the State, as well as project specific information based on the subgrantee HPF grant application and award paperwork.

The grant agreement contract includes, either within the contract text, or incorporated by reference, the following:

- The Subgrantee's HPF Grant Application
- The Award Letter
- The Project Notification
- The HPF Grant Manual

Appendix B: Procurement

PART 1: GOODS AND SERVICES COVERED BY PROCUREMENT REQUIREMENTS

When public money from the Historic Preservation Fund Program is used to pay for goods and/or services for a grant project, the purchases must be made in compliance with state and federal standards for fair procurement. These standards vary in accordance with the size and nature of the purchase. Generally, the goods and/or services that must be procured fall into the following four categories:

Personal Services

Subgrantees often must hire additional staff to complete grant projects. In such cases, an open selection process must be used to ensure that qualified workers are engaged at a reasonable price. New employees hired to work on the grant project must be selected from a pool of qualified applicants located after advertising in local papers or otherwise making the position known to potential candidates. All of the subgrantee's hiring practices must be conducted in accordance with state and federal regulations prohibiting discrimination on the basis of age, sex, race, color, or disability. Workers engaged by the subgrantee on an hourly, salaried, or volunteer basis are considered to be the subgrantee's employees.

Contractual Services

In many cases, a subgrantee will need to engage a professional contractor or consultant to serve as the principal investigator on the project or to provide some other specialized service, such as construction or rehabilitation activities. These professionals and consultants are hired on a contractual basis, usually agreeing to provide a certain product or service for a fixed price. Such contractors are not considered to be employees of the subgrantee organization.

Supplies

Single items costing **less than \$300** and purchased solely for grant purposes are considered to be supplies. Subgrantees that are universities or local governments usually have in place an adequate system by which these purchases are made. All subgrantees are expected to exercise reasonable care to ensure that such purchases are made at or below fair market value. The DHPA will ordinarily not question purchases of this size, as long as the items bought are necessary and useful to the completion of the project and the costs paid are properly documented and appear reasonable. The subgrantee may be asked to justify purchases that do not meet these standards.

Equipment

Single items costing **more than \$300** are generally considered to be equipment and may be purchased only with prior written permission from the DHPA. If such permission is given, the DHPA will provide further instruction (on a case-by-case basis) regarding procurement requirements. At a minimum, these will include the gathering of several price quotations from qualified vendors. **Note** that the DHPA and the National Park Service are reluctant to allow grant funds to be used for equipment purchases, since these items often may be used for non-grant purposes later.

Procuring Goods and Services – Open and Free Competition

All procurement transactions must be conducted in a manner that provides maximum open and free competition. Procurement procedures must not restrict or eliminate competition. Examples of restriction of competition include but are not limited to: placing unreasonable requirements on firms in order for them to qualify to do business, noncompetitive practices between firms, organizational conflicts of interest, and unnecessary experience and bonding requirements. **When Historic Preservation Fund grants are used to procure contractual services, competitive sealed bids must be publicly solicited through direct invitation to bid and/or through formal advertising.** A fixed-fee price contract (lump-sum or unit price) will be awarded to the contractor whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price and is most advantageous to the subgrantee, considering the price and any discounts or transportation costs, and the contractor's experience and skill level, reputation, and ability to fulfill the contract. Note that there may be instances where a

contractor is not the lowest bidder but can guarantee higher quality work for a reasonable price. When such situations can be documented and justified, and the difference in price is reasonable, it often makes sense to hire this bidder instead of the lowest bidder. Additional information and guidelines for the procurement process are given in the following pages of this Appendix.

Davis-Bacon and Related Labor Acts

A commonly asked question is whether HPF subgrant projects must comply with the Davis-Bacon Act and related labor acts. The Davis-Bacon and related acts apply when the U.S. government is a party to a contract for construction services. In such instances, the contract must include federally determined local prevailing wage rates for construction activities. Under the HPF Program, all contracts are between the contractor and the subgrantee; neither the federal government nor the state government is a party to these contracts. In addition, the National Park Service reports that the National Historic Preservation Act, as Amended, which governs the HPF Program, is silent on the issue of compliance with Davis-Bacon and related acts. Therefore, it has been determined that Davis-Bacon DOES NOT APPLY to the HPF Program.

PART 2: AN OVERVIEW OF THE PROCUREMENT PROCESS

The following requirements apply to **all** grants:

- The subgrantee must seek qualified bidders through an **open selection process** that includes at a minimum:
 - a. Preparation of a **bid proposal** specific enough to allow a vendor to prepare an appropriate bid. The proposal must include information on the work to be performed, qualifications that must be met, deadlines, compliance with certain standards and regulations, and the involvement of federal grant funds.
 - b. Submission of all bid documents and contracts to the DHPA for approval. **Note** that bid documents and contracts may not be distributed without prior written approval of these documents from the DHPA.
 - c. Advertising the opportunity through direct invitation to bidders and/or by formal advertisements placed in local and statewide newspapers. The bid period must span a minimum of fourteen (14) days. **Note** that newspaper advertisements are required only for procurements of goods or services expected to cost near or over \$100,000; newspaper advertisements are optional for procurements of goods or services expected to be less than \$100,000 (but it is generally a good practice to advertise in the newspaper).
- The subgrantee must provide evidence that:
 - a. The fee for services rendered is appropriate considering the qualifications of the contractor, their normal charges, and the nature of the services to be provided; and
 - b. No contractor of equal qualifications, experience and skill level, and reputation is available for a lesser amount.
- After the open selection process, the DHPA must approve the qualifications of the contractor before the hiring process is completed. Consultants must meet the requirements of the **Secretary of the Interior Professional Qualifications Standards**, when required (see Appendix K: Federal Requirements for Principal Investigators). Contractors who have failed to perform adequately on past preservation projects may be rejected (whether the project was funded by the DHPA or the project was reviewed by the DHPA in the course of administering state and federal preservation programs in Indiana). **The grant recipient is cautioned not to make commitments to any parties prematurely as this may constitute a violation of fair procurement standards.**
- The grant recipient **may not** sign contracts with consultants, suppliers, or contractors for any aspect of project work until ALL of the following steps have been completed:
 - a. They have received written notification from the DHPA that the project application has been approved for funding by the State Historic Preservation Review Board and the National Park Service; and
 - b. They have been notified of the project start date – entering into a contract prior to project approval constitutes pre-arrangement costs, which may not be allowable or reimbursable;
 - c. They have received written approval from the DHPA of drafts of the bid documents and contracts; and

- d. They have submitted a formal “request to hire” letter, accompanied by the appropriate procurement documentation, and have received written approval of their choice of consultant or contractor from the DHPA.

PART 3: INITIATING PROCUREMENT

Preparing the Bid Documents

Bids must be solicited from an adequate number of known consultants, suppliers, or contractors for a minimum period of **fourteen (14) calendar days**.

The bid documents (and subsequently the contract documents) **MUST** include the following parts (except that contracts omit item #4):

1. **A clear and accurate description of the technical requirements** for the materials, products, or services to be procured, and a **clear definition or description of the work items or services being sought**. However, such description must not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured, and will set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. (For example, the work must meet *Secretary of the Interior’s Standards and Guidelines for the Treatment of Historic Properties*.) Included in this section should be references to any **specifications and pertinent attachments** (such as Preservation Briefs, Tech Notes, or samples of similar products).
2. **A list of all requirements that bidders must meet** and all other factors to be used in evaluating bids or proposals, such as prior experience working with slate roofing, previous experience in completing National Register historic district nominations, etc.
3. **A payment schedule** for the reimbursement of contracted work. The DHPA normally withholds the final 15% of the total grant amount until the Program Area Staff has reviewed the completed project and found it to be in compliance with the applicable *Secretary of the Interior’s Standards and Guidelines* and all other state and federal requirements. As a precautionary measure, subgrantees are urged to adopt a similar measure (15% contract retention until work is approved by the DHPA) to help guarantee that contract work will be completed successfully and in compliance with all of the project requirements, and that any necessary remedial work will be completed in a timely manner.
4. **A deadline for the submission of bids.**
5. **A deadline for the completion of work.**
6. **A termination for breach of contract clause**, which explains how the subgrantee may enact it, and the administrative, contractual, or legal remedies available to the subgrantee. Such language must describe the 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. The following wording is only a sample of such a clause, and this wording may not be appropriate for all projects. Subgrantees are strongly encouraged to modify the following language as they see fit for their particular project and to seek legal advice for appropriate wording.

Termination For Breach of Contract

If the contractor fails to perform the work in an acceptable manner, the owner may give notice in writing to the contractor and his surety of such failure or refusal, specifying the same and directing what action shall be taken. Any one of the following will be considered sufficient justification for such notice:

1. Failure to begin the work under the contract within the time specified.

2. Failure to perform the work with sufficient supervision, workmen, staffing, equipment, and materials to ensure the prompt completion of said work.
3. Unsuitable and/or unsatisfactory performance of the work.
4. Neglecting to or refusing to remove/replace defective materials and workmanship, or failure to perform anew such work as may have been rejected by the owner.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately.
7. If, for any other reason, the contractor fails to carry on the work in an acceptable manner.

If the contractor, or his surety, within a period of ten (10) days after such notice does not proceed in compliance therewith, then the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any and all materials and equipment on the grounds as may be suitable and acceptable, and may, at his option, turn the work over to the surety, or enter into an agreement with another contractor for the completion of the contract according to the terms and provisions thereof, or he may use such other methods as, in his opinion, shall be required for the completion of said contract in an acceptable manner. All costs of completing the work under the contract shall be deducted from any monies due or that may become due of said contractor. In case the expense so incurred by the owner may be less than the sum that would have been payable under the contract if it had been completed by said contractor, then said contractor shall be entitled to receive the difference, but in case such expense shall exceed the sum that would have been payable under the contract, then the contractor and his surety shall be liable and shall pay to the owner the amount of said excess. By taking over the prosecution of the work, the owner does not forfeit the right to recover damages from the contractor or his surety for his failure to complete the work within the time specified.

7. **Required federal language.** The bid documents (and subsequently the contract documents) must include the following language **verbatim**:

- This project is funded in part by a grant from the U.S. Department of the Interior, National Park Service's Historic Preservation Fund Program and is being administered by the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology. Compliance with all applicable federal, state, and local laws, rules, and regulations is required.
- Compliance with the applicable *Secretary of the Interior's Standards and Guidelines* is required.
- The Indiana Department of Natural Resources, the Indiana State Auditor, the U.S. 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 that are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcription. Such records must be maintained for three (3) years after closeout of the contract.
- No part of the money appropriated by any enactment of Congress will, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of the U.S. Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this will not prevent officers or employees of the United States or its Departments or Agencies or employees of the State of Indiana from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations that they deem necessary for the efficient conduct of public business.
- The project must be carried out in compliance with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations. This act provides that each contractor will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- The project must be carried out in 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).

Development (Rehabilitation) Projects must also include the following federal language:

- The project must be carried out in compliance with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- All contractors participating in projects receiving federal assistance must take the necessary steps to insure themselves and their personnel, and to comply with the applicable local, state, or federal safety standards including those issued pursuant to the National Occupational Safety and Health Act of 1970.
- Minimum standards for facilities to be used by the disabled are to be included in the project specifications to the maximum extent possible for any historic preservation construction grant (consistent with the *Secretary of the Interior’s Standards for Rehabilitation*), as required by the Architectural Barriers Act of 1968, as amended (Public Law 90-480, 42 USC 4151 et. seq.), and Section 502 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended, 29 USC 792).

Development Projects with ANY painting activities must also include the following federal language:

- The project must be carried out in compliance with Section 401 of the Lead-Based Paint Poisoning Prevention Act (Public Law 91-695, 84 Stat. 2078, as amended by Public Law 93-151, 48 USC 4801 et. seq.), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance.

Procurements Less Than \$100,000

Any contract for goods and/or services that is expected to be less than \$100,000 may be handled by direct invitation to bid sent to a minimum number of qualified bidders. After approval of the bidding documents by the DHPA Grants Staff, the invitation to bid must be mailed to a MINIMUM of five (5) qualified bidders. Invitations to bid should be sent by certified mail with a return receipt card. This return receipt will provide proof that the invitation to bid was mailed in the event that the invited contractor does not respond. In order to satisfy state and federal fair procurement standards, it is important to be able to document that an acceptable minimum number of qualified bidders was included in the bidding opportunity. If fewer than five (5) bidders respond, fair procurement standards are satisfied so long as the subgrantee can prove that it made a good faith effort to secure at least five (5) bids. Therefore, it is imperative to maintain documentation of the invitation to bid mailing by return receipt cards. Grant recipients are strongly encouraged to send direct invitations to bid to more than five (5) potential bidders whenever possible because this increases the chances of finding a qualified contractor for a price that is within the project budget.

If the subgrantee anticipates that a contract for goods and/or services may be close to \$100,000, it is usually best to formally advertise the bidding opportunity in the newspaper (as explained below) and also send direct invitations to bid (as described above). If no newspaper advertisements are placed and all responses to direct invitations yield bids in excess of \$100,000, the bidding is void and must be rebid with formal advertisements in newspapers. Obviously, this could delay initiation of the project.

Procurements Greater Than \$100,000

Any contract for goods and/or services that is expected to equal or exceed \$100,000 must be formally advertised by placing an “Invitation to Bid” in a major newspaper that covers the area affected by the project. Notices should be published at least **three** times (either three successive times in one publication or published one time simultaneously in three different publications). The DHPA recommends also advertising in a minority newspaper serving a similar area, although this is not required. Contact the DHPA for a listing of the appropriate newspapers in which to place public advertisements. The ads must make their first appearance in the newspaper(s) **AT LEAST fourteen (14)**

days prior to the bid deadline and must include the abbreviated version of the required federal language given below. The minimum documentation of formal advertising for audit purposes consists of a copy of the actual advertisement run in the appropriate newspaper(s) or a publisher's affidavit and invoice showing the dates that the advertisements were published. Note that the costs of newspaper advertisement are reimbursable under the grant, although these costs may not have been written into the original project budget.

Although newspaper advertisement is mandatory for procurements over \$100,000, subgrantees are strongly encouraged to supplement the newspaper advertisements by also sending out direct invitations to bid. This will help ensure that the bidding opportunity is brought to the attention of qualified local contractors who might not learn of the project through the newspaper advertisement. However, there is no minimum number of contractors that must be invited in this instance.

Federal Language for Use in NEWSPAPER ADVERTISEMENTS ONLY

Formal advertisements must state that federal funds are assisting with the project and that compliance with all applicable federal, state, and local laws, rules, and regulations is required. In an effort to keep newspaper advertising costs to a minimum, the bid advertisement prepared for newspapers does not require the full version of the federal language outlined above, but **MUST** include the following paragraph:

- This project is funded in part by a grant from the National Park Service's Historic Preservation Fund Program administered by the Indiana Division of Historic Preservation and Archaeology. Compliance with all applicable federal, state, and local laws, rules, and regulations is required, including: federal and state audit requirements, prohibition on lobbying activities, the Copeland Anti-Kickback Act, the Energy Policy and Conservation Act, the National Occupational Safety and Health Act, the Lead-Based Paint Poisoning Prevention Act, the Architectural Barriers Act, and Executive Orders and Department of Labor regulations regarding Equal Employment Opportunity.

Notices for newspaper advertisement must be submitted to the DHPA Grants Staff for review and approval **before** publication. They can be submitted by e-mail (see contact information on page 1).

PART 4: COMPLETING PROCUREMENT

Preparing the Contract Document

Once the bidding opportunity has been made public through direct invitations to bid and/or newspaper advertisements, it is a good idea to begin preparing the contract document. This will help save time later when the DHPA has approved the subgrantee's request to hire a contractor. The contract **MUST** contain all of the same project requirements and required state and federal language as did the invitation to bid, as well as the deadline for the completion of work, the termination for breach of contract clause, and the payment schedule. Once the bidding document has been approved, the subgrantee may simply revise it to create a contract document. The subgrantee will need to insert the subgrantee organization's name and a space for the contractor's name, a space for the fee to be paid for the goods and/or services to be provided, and lines for signatures. The DHPA must review and approve the draft contract document before it is released for signature.

Selecting a Bidder

It is not always necessary to award the contract to the lowest bidder. There may be instances where a contractor is not the lowest bidder but can guarantee higher quality work for a reasonable price. When such situations can be documented and justified, it often makes sense to hire this bidder instead of the lowest bidder. For example, a roofing contractor that deals primarily with slate roofs would be preferable to a lower bidding contractor with no experience working with slate roofs, assuming a modest cost difference between the two bids. Remember that a contract for any aspect of project work cannot be entered into without the prior written approval of the DHPA.

If unusual circumstances arise surrounding the awarding of contracts, the DHPA should be consulted. Examples of unusual circumstances are failure to receive a sufficient number of bids, great disparity in bid quotations, or intent to award a contract to someone other than the lowest bidder. The subgrantee must maintain adequate records to

document any procurement. These records will include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, all bids received, contractor selection or rejection notices, and the basis for the cost or price of the goods and/or services to be provided.

Preparing the “Request to Hire” Packet

Once the subgrantee has selected a bidder, written approval of this selection must be obtained from the DHPA before a contract for services is signed. The subgrantee should send the DHPA a formal “request to hire” packet consisting of an explanatory cover letter and supporting documentation.

The cover letter must include all of the following parts:

- A brief history of the procurement process that indicates which contractors received direct invitations to bid and which newspapers (if any) ran advertisements of the bidding opportunity;
- A list of all bidders with their bid price;
- An explanation of bidding irregularities, if any;
- A justification for hiring someone other than the low bidder, if applicable;
- A statement formally requesting to hire one contractor for a given fixed-fee amount, specifically noting any alternates, deducts, or voluntary in-kind donations that are to be accepted on top of the base bid.

The supporting documentation attached to the cover letter must include the following items:

- Copies of certified mail receipts from direct invitations to bid;
- Copies of newspaper advertisements or publisher’s affidavits, if any;
- Copies of all bids received, or excerpts of extremely lengthy bids, showing the contractor’s name and price, including any alternates, deducts, or voluntary in-kind donations.

It is highly recommended that the subgrantee include a completed draft of the contract document with the request to hire packet, if they have not already submitted this document to the DHPA for review and approval.

Contract awards will be made only to responsible contractors that possess the potential ability to perform successfully under the terms, conditions, and timeframe of the project. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of satisfactory and timely past performance, and financial and technical resources available. Contract awards will not be made to any contractor or professional that has developed or drafted, on behalf of the subgrantee, bid specifications, project requirements, statement of work, invitation for bids, and/or request for proposals for a particular procurement as any of these situations would constitute a conflict of interest.

Signing the Contract

After the DHPA provides written approval of the contractor selection AND the contract document, the contract may be signed and work may proceed on the project. Once executed, a photocopy of the signed contract must be provided to the DHPA for the project file.

Changes to the Contract

In some cases, as a project progresses, the contract may require a “change order” or other revision or addendum. These must be submitted to the DHPA for review and approval prior to being accepted. If change orders are accepted by the subgrantee without first being approved by the DHPA, the DHPA reserves the right to refuse reimbursement for these work items.

A Final Note on Procurement

Because the procurement process can be very time-consuming, and because this is a critical part of initiating any project, the DHPA Grants Staff will make every effort to review bid and contract documents as quickly as possible. Bid and contract documents may be mailed or e-mailed to the Grants Staff for review. Verbal approval of bid and contract documents is often given over the telephone and followed with written notification. This approach can save many days over sending documents back and forth through the mail. Procurement documents may also be submitted to the Grants Staff electronically via e-mail (in MSWord or PDF format). Refer to the e-mail contact information given on page 1. **After reviewing these guidelines, do not hesitate to contact the DHPA Grants Staff with any questions about procurement.**

Appendix C: Preparing Progress Reports

Instructions for Completing the Progress Report Form

One of the monitoring requirements for subgrants is the quarterly submission of Progress Reports (see Part I and Exhibit 1: Subgrantee Progress Report). These reports allow the DHPA Grants and Program Area staff to stay informed of the project status, milestones and accomplishments, and delays or difficulties encountered. Please use the Progress Report form included in this Manual (see Exhibit 1). A digital fillable PDF form is available at <https://www.in.gov/dnr/historic-preservation/financial-assistance/grants/current-grant-recipients/>

Note that completion of all fields on the form is MANDATORY. The form should be completed according to the following instructions:

- Fill in the blanks for subgrantee name, grant project name, grant number, and the reporting period covered.
- Provide a best estimate of the **total project funds** and the **grant funds** expended during the quarter and to date. The DHPA Grants staff encourages subgrantees to keep a project budget spreadsheet for their records that identifies approved budget line-items and expenditure amounts. This will also help you estimate the percentage of work completed on the project during the quarter and to date.
- All projects should indicate if the full grant amount will be used or how much funding will be unused. This information is needed to begin planning for the redistribution of any unused funding.
- Projects that will produce a printed “product” such as a brochure, archaeology report, or rehabilitation plans and specifications, etc. should provide a date when a draft of the product will be submitted to the DHPA. **Note** that most draft products are subject to a thirty (30) day review period followed by a thirty (30) day revision period and therefore must be submitted a minimum of sixty (60) days in advance of the project end date. However, National Register nominations have an even longer required review timeframe.
- Indicate when the project is expected to be completed and check the appropriate box for the status of the project schedule. If the project is behind schedule, or the end date is expected to go beyond the original deadline, provide an explanation in the second narrative question regarding the project’s delay. **Note** that providing an estimated completion date beyond the original deadline **does not** constitute an extension request. If completion of the project is expected to go beyond the June 30 end date, the subgrantee should contact the DHPA Grants staff immediately to discuss the situation and possible options.
- **IMPORTANT:** Provide a **detailed** list, summary, or explanation of the work that was completed in the quarter and indicate the work items that remain to be accomplished. Remember that certain intangible work items such as procurement, contractor selection, and contracting DO constitute measurable progress and should be reported as such. You should consult the Award Letter and Project Notification for your grant award to assess the progress of your project based on the work items that were enumerated in the initial paperwork. This response may be provided on a separate sheet attached to the Progress Report Form.
- **IMPORTANT:** Discuss any difficulties or delays to the project, particularly ones that affect the timetable, budget, or final product. If serious problems have arisen, contact the DHPA Grants staff immediately. This response may be provided on a separate sheet attached to the Progress Report Form.

Progress Report Due Dates

- Report due in the DHPA **by July 10**..... for the period April 1 to June 30
- Report due in the DHPA **by October 10**..... for the period July 1 to September 30
- Report due in the DHPA **by January 10**..... for the period October 1 to December 31
- Report due in the DHPA **by April 10**..... for the period January 1 to March 31
- Repeat each quarter for the duration of the project.

Late Progress Reports

Grant recipients, particularly Project Coordinators, should be aware that these reports are a strict requirement of the grant award. **Timely submission of reports is very important; late or inadequately detailed reports may result in corrective action such as withholding grant reimbursements, requiring submission of monthly progress reports, or even termination of the grant.** Please note that poor performance adhering to reporting requirements will negatively affect the reputation of the Project Personnel and the Project Sponsor on future grant applications.

Appendix D: Preparing Reimbursement Invoices

Introduction

Requests for reimbursement, referred to as “invoices,” must be arranged in an organized manner in order for the DHPA to process them. To facilitate this, subgrantees **must use the form included as Exhibit 2: Reimbursement Invoice Form**. This form is to be used by all of DHPA’s grant recipients and is the cover sheet for the invoice. The following instructions explain the use of this form and will answer many commonly asked questions concerning the submission of reimbursement invoices. Additional questions should be addressed to the Grants Staff. A fillable PDF form is available at <https://www.in.gov/dnr/historic-preservation/financial-assistance/grants/current-grant-recipients/>

General Instructions

Invoices must include documentation adequate to prove that each expense has been incurred and subsequently paid. **Two kinds of documentation are required: 1) proof of costs incurred; and 2) proof of payments made.** Proof that expenses were incurred can be in the form of copies of contractor/consultant invoices, personnel time sheets, or cash receipts. Copies of checks or other payment instruments are required to verify that such costs have actually been paid. Because HPF grants are paid out on a reimbursement basis, it is important to be able to prove that project costs have been incurred and paid.

Invoice documentation should be organized according to the expense categories given in the approved budget contained in your Project Notification (attached to your grant Award Letter). The documentation for costs in each category should be assembled and attached to the Reimbursement Invoice Form in the order of the line items in the Project Notification budget. The total dollar amount for each category should be entered onto the Reimbursement Invoice Form in the appropriate line-item.

Note that reimbursement may only be sought for items covered by the budget in the Project Notification. For example, if the Project Notification includes a line-item for personnel costs but not for fringe benefits, then fringe benefits may not be submitted for reimbursement. The only exception to this rule is direct mail and newspaper advertisement costs, which may be claimed for reimbursement if required in the procurement process, regardless of whether these costs were included in the original project budget.

For items paid by check, note the check number on the individual expense documents. Copies of checks should be attached to the individual expense documents (i.e., contractor invoice, cash receipt, time sheet, etc.) to which they relate. Agencies may present check verification printouts obtained from their banking institutions or financial or accounting offices in lieu of checks. The subgrantees must remember to photocopy the check before it is sent to the contractor for payment.

It is difficult for the Grants Staff to process Reimbursement Invoices that do not have the required documentation. Please claim only those items for which proper documentation has been presented unless you have been instructed to do otherwise by the Grants Staff. If a contractor invoice, receipt, or other piece of documentation lists several expenses, only some of which relate to the grant project, highlight those costs for which reimbursement is being requested.

Assembling Reimbursement Invoices

The Reimbursement Invoice form lists allowable expense categories that relate to the budget on each subgrantee’s Project Notification form. When assembling your invoice, use **ONLY** those expense categories contained in the Project Notification budget. If you have incurred costs in other categories, contact the DHPA so that your budget can be amended, if appropriate. The budget categories are explained in the following text. **Remember to document 100% of the costs and then multiply the total by the appropriate Funding Ratio.**

► Personnel

This category includes the wage expenses of paid staff, but not the hours donated by volunteers. Time sheets are required for all paid personnel expenses (see Exhibit 3: Time Work Record- <https://www.in.gov/dnr/historic-preservation/financial-assistance/grants/current-grant-recipients/>). Copies of time sheets must be prepared and

signed by each person involved in the project (other than private contractors working on a set-fee basis). They must also be signed by the project supervisor. Each time sheet must include the dates on which the person worked on the project, the number of hours worked on each date, and the hourly rate applicable for each worker. Subgrantees may use their own forms if they provide all of the necessary information, or they may use copies of the sample form enclosed. Copies of payroll checks must also be provided for all paid personnel.

▶ **Fringe Benefits**

This category includes FICA, insurance premiums, etc. Copies of insurance bills and payroll deductions are required to document such expenses. Fringes are usually calculated as a percentage of salary costs.

▶ **Travel**

This category includes hotel bills, mileage charges, etc. Copies of travel vouchers or other internal paperwork normally used by the grant recipient to verify mileage costs and other travel expenses incurred by project personnel must be submitted to the DHPA. This paperwork should give the mileage figures and the date that the mileage was accumulated. **Note that mileage reimbursement cannot exceed the Indiana State Auditor's current rate (\$0.41 per mile as of February 2022).** Any changes to the Indiana State Auditor's rate will be communicated to subgrantees.

▶ **Supplies**

This category includes such items as office supplies, photocopies, or necessary materials for Archaeology projects. Most construction materials used in rehabilitation projects are included in the cost of the construction contract and do not need to be submitted separately. Copies of invoices or cash receipts for all supplies or services purchased as part of the grant are required. Photocopies made on an office copier or coin-operated machine require no receipt but must be documented somehow; this is best done by including a note in the claim, e.g. "23 copies made at \$.10/copy = \$2.30, made at Jonesville Public Library on January 15."

▶ **Design Fees**

This category covers the preparation of architectural plans and specifications as well as architectural supervision required for rehabilitation projects.

▶ **Advertisement**

This category covers the costs of mailing invitations to bid and publishing the bidding opportunity in local and regional newspapers. Copies of all invoices and checks associated with any grant project advertisement must be presented for reimbursement. Again, direct mail and newspaper advertisement costs associated with procurement may be claimed for reimbursement regardless of whether these costs were included in the original project budget.

▶ **Construction / Contractual**

This category covers contractual expenses, i.e., the cost of professionals (consultants or contractors) engaged to work on the project on a contractual basis. A copy of the signed contract must be on file with the DHPA.

▶ **Volunteer**

This category includes the hours donated by volunteers. Time sheets are required for all volunteer personnel. Copies of time sheets must be prepared and signed by each person involved in the project (other than private contractors working on a set-fee basis). They must also be signed by the project supervisor. Each time sheet must include the dates on which each person worked on the project, the number of hours worked on each date, and the hourly rate applicable for each worker. **Note that volunteer time is valued at federal minimum wage (\$7.25/hour)** unless other arrangements have been made with the DHPA. Subgrantees can use copies of the form attached in Exhibit 3 or may use their own forms if they provide all of the necessary information.

▶ **Other**

Items not covered by any of the above should be included in this category with copies of checks for all items and explanations for these items. However, expenses may be claimed in this category **ONLY** if a budget category besides those listed above is included in the Project Notification. Please write the name of the budget

category in this space. **Note that indirect costs are not allowable on any project under any circumstances,** unless the subgrantee has made previous arrangements with the DHPA Grants Staff for the reimbursement of itemized overhead costs.

► **Total Costs**

This entry simply represents the sum of the above entries.

► **Reimbursement Requested**

Compute the Reimbursement Requested by multiplying the Total Costs by the Funding Ratio percentage and enter the amount on this line. (The Funding Ratio is the agreed upon percentage of allowable reimbursement based on the total costs of the project, as indicated in the Award Letter, usually 50%, 60%, or 70%). **Note:** The amount of reimbursement requested should exceed \$500 whenever possible (see below).

► **Signature of Preparer and Date**

Reimbursement Invoices must be signed and dated. The date of the signature is the “Invoice Date” used by the Auditor of State to determine the date that payment will be made (see Receiving Reimbursement below). An undated invoice will be assigned an invoice date based on DHPA receipt of the completed invoice packet.

Submitting the Reimbursement Invoice

Prepare the Reimbursement Invoice Form and the required documentation in a way that is orderly and easily understood. It is the responsibility of the grant recipient to submit complete, accurate, and fully documented invoices prepared in accordance with the instructions given by the DHPA. Failure to prepare invoices properly may cause delays in the reimbursement process. In extreme cases, the DHPA may return the invoice to the subgrantee for reorganization and resubmission. Remember to include all copies of contractor invoices, cash receipts, and checks for which reimbursement is being requested. Grant reimbursements cannot be processed without the proper documentation on file. Make a copy of the Reimbursement Invoice and documentation to retain for your records.

When completing the Reimbursement Invoice Form, please complete **all** of the lines at the top of the page. Include the billing period for the invoice, this information is important for internal processing. In the Partial number line indicate the sequential number of the invoice being submitted (Partial #1, Partial #2, and so on). If it is a final reimbursement invoice, write FINAL after the Partial number.

Minimum \$500 Invoice Amount

The DHPA requests that subgrantees only submit reimbursement invoices when the documented project costs are high enough so that the amount of the Reimbursement Invoice is equal to or greater than \$500. If the DHPA Grants Staff receives an invoice for less than this amount, they reserve the right to return the invoice to the subgrantee or hold the invoice until additional project costs have been documented so that the reimbursement will be \$500 or more. However, this rule does not apply to the final invoice for a grant project, which normally represents the remainder of grant funds and may be less than \$500. If you have questions about this policy, please contact the DHPA Grants Staff.

Receiving Reimbursement

Subgrantees should expect to receive reimbursement by direct deposit about thirty-five (35) days from the date of the signature on their invoice. However, if Reimbursement Invoices require revision due to incorrect calculations, lack of proper documentation, or are otherwise incomplete or unclear, the DHPA Grants Staff will notify the subgrantee of any problems and will require corrections before the invoice can be processed which may cause delays in the reimbursement process. After the DHPA receives a complete Reimbursement Invoice, both members of the Grants Staff and the Program Area staff person will review and approve the invoice. The Grants Staff prepares the payment paperwork so the invoice can be processed within DNR and entered in the State’s financial system for payment by the Auditor of State. Once received by the Auditor’s Office, reimbursements normally will be made thirty-five (35) days after the invoice date. If subgrantees completed Section 3 of the Direct Deposit Form, which provides for e-mail notification of direct deposit from the Auditor of State, the person listed on that form will be notified via e-mail. The DHPA Grants Staff also tracks direct deposits and will send payment confirmation to subgrantees to alert them that the grant reimbursement has been made.

Appendix E: Allowable and Unallowable Costs

The following is a list of possible expenditures or costs associated with many projects. The National Park Service has determined which of these items are **allowable** and **unallowable** project costs. Only allowable costs may be included in the project budget and claimed for reimbursement. **Note** that some items **may be allowable** if certain conditions are met. These conditions must generally be spelled out in the project application and will be included in the Award Letter and Project Notification. Subgrantees may not claim for reimbursement any items or project costs that were not identified in the project proposal, the Award Letter, and the Project Notification, without written permission from the DHPA.

Accounting

The cost of establishing and maintaining accounting and other information systems required for the management of grant programs is **allowable**. This includes costs incurred by central service agencies for these purposes. However, the cost of maintaining central accounting records required for overall state government purposes, such as appropriation and fund accounts by the Treasurer, Comptroller, or similar officials, is considered to be a general expense of government, and is **unallowable**.

Advertising

Advertising media include newspapers, magazines, radio and television programs, direct mail, trade papers, etc. The advertising costs **allowable** are those that are solely for:

- Recruitment of personnel necessary for the grant project;
- Solicitation of bids for the procurement of goods and services required for work on the grant project;
- Notices required by federal or state regulations pertaining to the grant; and
- Other purposes specifically provided for in the grant agreement.

Appraisals

For projects involving the acquisition of real property, the cost of necessary appraisals is **allowable**.

Audit Service

The cost of audits necessary for the administration and management of functions related to grant programs is **allowable** if the audit occurs during the grant period.

Bad Debts

Any losses arising from uncollectible accounts and other claims, and any collection costs, are **unallowable**.

Bonus Payments

Bonus payments of any kind are **unallowable**.

Communications

Communication costs incurred for telephone calls or service, postage, messenger service, and similar expenses necessary for and directly related to the grant project are **allowable**. However, these costs must be adequately documented with copies of bills, receipts, or other documents that illustrate clearly the connection between the grant project and the charges incurred. If reimbursement for such charges is anticipated, contact the DHPA for specific instructions; **note** that many subgrantees find that it is not cost-effective to seek reimbursement for any but long-distance telephone expenses.

Compensation for Personal Services

Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The costs of such compensation are **allowable** to the extent that they are adequately documented and reasonable for the services rendered. For private nonprofit organizations and local governments, documentation will include time and attendance records for each employee's work on the grant.

Educational institutions must document the efforts of employees who are paid on an hourly basis in the same manner but can use an OMB-approved time-distribution system to document effort of faculty members. In addition, all subgrantees must provide copies of payroll checks unless they are audited annually by the State Board of Accounts, and have worked out an alternative system of documentation with the DHPA under appropriate OMB standards. See also “Employee Fringe Benefits.”

Conferences

Costs associated with attendance at conferences and seminars are **unallowable** unless approved in advance by the DHPA. Such costs may be approved by the DHPA only when they provide necessary training for CLG staff or local commission members, or when the activity will provide a subgrantee with new or unique training that is directly related to and useful for the completion of the project.

Contingencies

Contributions to a contingency reserve or any similar provision for unforeseen events are **unallowable**.

Curation

The cost of curation of artifacts is **unallowable**, except in those cases where archaeological artifacts were discovered in the course of a grant-assisted project and attention is urgently required to prevent the deterioration or loss of the artifacts. In such instances, limited curation costs may be allowable, but only with prior permission from the DHPA. In no case will the DHPA approve such costs in amounts greater than **10%** of the total project budget or beyond the grant period.

Depreciation

Given the relatively short term of DHPA grants, depreciation is normally considered to be an **unallowable** project cost. Subgrantees who have what they consider to be unusual situations should contact the DHPA.

Employee Fringe Benefits

Costs identified under the two items below are **allowable** to the extent that the total compensation for subgrantee employees is reasonable as defined in “Compensation for Personal Services” (above):

- Benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual, sick, court, or military leave, if:
 - a. They are provided pursuant to an approved leave system; and
 - b. The cost thereof is equitably allocated to all related activities, including grant programs.
- Benefits in the form of employers’ contributions or expenses for social security, employees’ life and health insurance plans, unemployment insurance coverage, worker’s compensation insurance, pension plans, and severance pay, provided that such benefits are granted under approved plans and are distributed equitably to grant programs and to other activities.

Entertainment

The costs of amusement, social activities, and related incidental expenses are **unallowable**.

Equipment

Single tangible items costing in excess of \$300 are considered to be equipment. The purchase of equipment using grant funds or local matching funds is **unallowable** without written permission from the DHPA.

Exhibits

The costs of temporary exhibits relating specifically to the grant project, its accomplishments, or results **may be allowable**, but written permission from the DHPA must be received before such costs are incurred. Permission from the National Park Service may be required. Note that permanent exhibits normally cannot be funded.

Fines and Penalties

The costs resulting from failure to comply with federal, state, or local laws are **unallowable**.

Fund Raising

The costs associated with organized fundraising and solicitations are **unallowable**.

Furnishings

For rehabilitation/restoration projects, the cost of furnishings is **allowable** only when these furnishings are permanently attached items that are integral to building construction, are of documented historic design, and/or are reconstructed based upon documented original furnishings (e.g., ceiling and wall-mounted lighting fixtures, theater seats in a theater rehabilitation, etc.). The purchase of movable pieces of furniture is **unallowable**.

General Conditions for Construction Contracts

This term, used in construction cost estimates, bids, and construction cost documents, refers to the general contractor's provisions and miscellaneous requirements for other contractors and subcontractors, which eliminate the duplication and expense of each trade providing its own temporary facilities. General conditions including, but not limited to, temporary heat, power, lighting, water, sanitary facilities, scaffolding, elevators, walkways and railings, construction office space and storage, as well as daily cleanup, security, and required insurance, permits, and surety bonds, are **allowable** when identified as a line item in the project application. However, **see** "Contingencies," which are **unallowable**.

Insurance

The costs of hazard and liability insurance to cover personnel or property directly related to the grant project are **allowable** during the grant period.

Interest

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

Interpretive Signs

The costs of purchasing and installing (but not maintaining) a minimum number of interpretive or informational markers or signs at grant-assisted historic buildings and structures and archaeological sites **may be allowable**, but only with written permission from the DHPA. **See** also "Project Signs."

Landscaping

For Development projects, the costs of landscaping are **allowable** only if they fall under one of the following categories:

- The restoration or reconstruction of gardens, grounds, and grading in order to attain a historically documented appearance and a compatible setting for an historic property;
- Grading for purposes of proper site drainage, building safety, and protection; or
- Improvements necessary to facilitate access for the disabled.

Note that the costs of seeding, sodding, and installing decorative plantings are **unallowable**.

Legal Expenses

The cost of legal expenses required in the administration of a subgrant is **allowable**.

Lobbying

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

Materials and Supplies

The cost of materials and supplies necessary to carry out the subgrant project is **allowable**. Purchases made specifically for the grant project should be charged at their actual prices after deducting all case discounts, trade discounts, rebates, and allowances received by the subgrantee. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing consistently applied. Incoming transportation charges are a proper part of material cost. Materials and supplies charged as a direct cost must include only the

materials and supplies actually used for the performance of the contract or grant, and due credit should be given for any excess materials or supplies retained or returned to vendors.

Meals

The cost of meals for subgrantee employees, consultants, and volunteers is **unallowable** except when such persons are on approved travel status in conjunction with activities directly related to the grant project, and these people are being paid a “per diem” pre-approved by the DHPA. See “Travel.”

Memberships

The costs of memberships in professional or technical organizations are **unallowable**, except when **all** of the following are true:

- The benefit from the membership is directly related to achieving grant program objectives;
- The expenditure is for agency membership, not individual membership;
- The cost of the membership is reasonably related to the value of the services or benefits received; and
- The expenditure is not for membership in an organization that devotes a substantial part of its activities to influencing legislation.

Payroll Preparation

The cost of preparing payrolls and maintaining necessary wage records is **allowable**, as long as appropriate cost documentation is supplied.

Personnel Administration

The costs of recruitment, examination, certification, classification, training, establishment of pay standards, and related activities for the Historic Preservation Fund grant program are **allowable**.

Plans and Specifications

For Development projects, the costs of producing architectural plans and specifications, shop drawings, and/or other materials required to document Development project work according to the *Secretary of the Interior’s Standards* are **allowable**. However, these should be identified as a discrete line item in the project budget.

Preagreement Costs

Costs incurred prior to the project starting date are **unallowable**, except with written approval of the DHPA and NPS.

Procurement Services

The costs of all procurement services, including the solicitation of bids, the preparation and award of contracts, and all phases of contract administration in providing goods, facilities and services for the subgrant are **allowable**.

Project Signs

The costs of making project signs that acknowledge state and federal grant assistance, and the cost of installing these signs at project sites, are **allowable**. Note, however, that a project sign is normally provided to the subgrantee by the DHPA during the initial inspection and start-up meeting. See Appendix H: Acknowledgment of State and Federal Assistance for HPF Grant Products.

Rent

Rental costs for space used to complete the project are **allowable** during the grant period with prior approval from the DHPA and NPS. When only a portion of the rented space is used for grant activities, the allowable costs must be computed on a pro rata basis.

Revolving Funds

The use of HPF grant funds for revolving fund activities is **unallowable**.

Supplies

See “Materials and Supplies.”

Training and Education

Subgrantees are expected to possess the knowledge and skills necessary to complete their projects when the grant award is made. Consequently, training and education costs for employee development normally are **unallowable**. However, such costs **may be allowable** if the training is of a unique or unusual type not ordinarily available, and if the training is directly related to the grant project and will improve the quality of the final product. In addition, training for staff and commission members of Certified Local Governments may be allowable. In both situations, the subgrantee must have written approval of such costs before they are incurred.

Transportation

Costs incurred for freight, cartage, express postage, and other transportation costs relating to goods either purchased, delivered, or moved from one location to another are **allowable** when necessary for and directly related to the grant.

Travel

In-state travel costs are **allowable** when the travel involved is directly related to the accomplishments of the project, when the subgrantee's budget includes a line-item for this cost category, and when the costs involved are incurred and documented according to standards and practices acceptable to the State Board of Accounts. Subgrantees that are already audited by the State Board of Accounts on a regular basis (local governments and state universities) may use their established in-state travel regulations, except that mileage charges cannot exceed the Indiana State Auditor's current rate (\$0.41/mile as of February 2022). Subgrantees not currently being audited by the State Board of Accounts may either adopt those regulations used by the DHPA, submit a set of proposed travel regulations for DHPA approval, or bill for mileage charges only at the rate of \$0.41/mile. If the Indiana State Auditor's rate is updated, subgrantees will be notified of the current rate. Out-of-state travel costs of any kind are **unallowable** unless prior written approval is received from the DHPA. See also "Conferences."

Appendix F: Fiscal Requirements

Since the DHPA provides financial assistance to grant recipients, it is required by state and federal government regulations to include the following in all grant agreements and contracts:

- The State Board of Accounts, or its designee, will have the right to conduct financial audits of the grant recipient;
- Audits will be performed in accordance with compliance guidelines established by the State Board of Accounts;
- Grant recipients must agree to comply with all reporting requirements prescribed by the State Board of Accounts; and,
- All grant recipients must provide a copy of their audit review to the DHPA for any fiscal year concurrent (in whole or in part) with the period of the DHPA grant.

Audit Requirements of Grant Recipients

As of September 1, 1986, the State Board of Accounts (or its designee) became responsible for the examination of the records and accounts of entities receiving financial assistance from governmental sources. Entities are defined as providers of goods, services, or other benefits that are maintained in whole or in part at public expense or supported in whole or in part by appropriations or public funds, or taxation. This definition does not include municipalities, but does include for-profit corporations, and unincorporated associations and organizations. Financial assistance is defined as payments to entities in the form of grants, subsidies, contributions, aid, etc. All organizations must provide the DHPA with a copy of their audit report for any fiscal year concurrent (in whole or in part) with the time period of the DHPA grant.

Non-governmental entities receiving financial assistance from the DHPA in the form of grants are required to file an Entity Annual Report (Form E-1) (SF54402) with the State Board of Accounts. This form is due within thirty (30) days of the closing of the grant recipient's fiscal year; it requests unaudited, cash, or accrual basis financial information relating to the receipt and disbursement of governmental funds during the year.

Guidelines for filing the annual financial report:

Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.

- a. There is no filing fee to do this.
- b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
- c. The E-1 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
- d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
- e. The State Board of Accounts may request documentation to support the information presented on the E-1.
- f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.

A tutorial on completing Form E-1 online is available at:

https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs

The receipt of grant funds also subjects grant recipients to compliance with state audit requirements described in IC 5-11-1-9 as follows:

- Entities deriving 25% or more of their disbursements from government funding will be subject to a complete organization-wide audit performed in accordance with guidelines established by the State Board of Accounts;
- The audit of grant recipients deriving at least 25% of their disbursements from government funds will be limited to matters relevant to the use of these grant funds;

- The audit of grant recipients deriving at least 25% but less than \$25,000 of their disbursements from government funds and who are also incorporated as a not-for-profit will be limited to matters relevant to the use of these grant funds; and
- All local government units must ensure that the federal funds disbursed by the DHPA are included in the Single Audit conducted on their governmental agency by the State Board of Accounts.

Audit guidelines are available from the State Board of Accounts and should be reviewed prior to contracting for audit services. For additional information about the audit requirements, or to obtain audit guidelines or annual report forms, contact:

**Indiana State Board of Accounts
302 West Washington Street, Rm. E418
Indianapolis, Indiana 46204
317-232-2513**

Appendix G: Press Releases and Publicity Statements

Receiving a federal grant through the Historic Preservation Fund program requires acknowledgement of the investment of the funds in the activity or property.

The wording of the acknowledgment should be as follows:

- This project has been funded in part by a grant from the U.S. Department of the Interior, National Park Service's Historic Preservation Fund administered by the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology.

Common avenues of publicity for HPF grant projects include press releases, publicity statements, and posts on social media platforms. These communications must include a statement of acknowledgement that is provided above. All such releases and posts must be reviewed and approved in advance by the DHPA. This can be done by e-mailing the text of the proposed press release to the DHPA Grants Staff. Clearance can usually be given immediately if the release contains the proper information.

The DHPA checks the accuracy of information pertaining to historical resources and government-sponsored preservation programs, as well as the acknowledgment of financial assistance from the DHPA and the Historic Preservation Fund Program of the National Park Service.

Press Releases

The DHPA issues a press release listing all grant awards usually in the spring of the grant cycle. Subgrantees are encouraged to issue additional press releases of their own at appropriate times during the course of their work. Acknowledgement is only required in the statement prepared by the Subgrantee; if media outlets do not include the information, the Subgrantee is not held accountable.

Social Media Publicity

Subgrantees are encouraged to use social media platforms to raise awareness for and publicize their grant projects.

Note that the additional federal information and wording required in all grant publications (listed in Appendix H: Acknowledgment of State and Federal Assistance for HPF Grant Products) is not required in a press release.

Violations

Failure to provide proper acknowledgment of the funding source during the grant period is a very serious situation that may have extremely negative consequences. When the DHPA has evidence that such a violation has occurred, the Grants Staff will advise the subgrantee that immediate correction action is required.

- The DHPA will inform the subgrantee in writing what remedial action is required, such as additional press releases or other forms of communication or public notification.
- The DHPA will specify a timeframe for completion of the remedial action, such as within thirty (30) days or before the project end date.
- The DHPA will freeze the final 15% retention of grant funds until the required remedial action has been satisfactorily performed. If minor violations are not corrected within the specified timeframe, the subgrantee will forfeit 15% of the grant award amount but will still be required to execute the full scope of work described in the project notification. If major violations are not corrected within the specified timeframe, the DHPA reserves the right to cancel the project and require the subgrantee to repay all grant funds disbursed to that point.
- Any violation, either major or minor, will have a negative effect on the reputation of the project staff and the subgrantee organization, which will reduce the chances of being awarded competitive grant funds through the DHPA in the future.

Appendix H: Acknowledgment of State and Federal Assistance for HPF Grant Products

All Printed Materials

During the grant period, any brochures, fliers, posters, publications, technical reports, or other printed materials paid for with grant funds, or describing grant activities, **must** acknowledge the assistance of the state and federal government and include the Nondiscrimination Statement. The following text must be included in the **acknowledgments**:

- This project has been funded in part by a grant from the U.S. Department of the Interior, National Park Service's Historic Preservation Fund administered by the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology. The project received federal financial assistance for the identification, protection, and/or rehabilitation of historic properties and cultural resources in the State of Indiana. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinion or policies of the U.S. Government or the U.S. Department of the Interior. Mention of trade names or commercial products does not constitute endorsement or recommendation by the U.S. Government or the U.S. Department of the Interior. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. If you believe that you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, MS-2740, Washington, D.C. 20240.

Note that only the relevant portions of the required statement need to be included; for example, if there are no commercial products listed or mentioned, then that part of the statement may be omitted. The non-discrimination language may not be omitted.

Websites

Websites that feature, reference, highlight, or summarize a project, program, or activity assisted with HPF funds must also include the above acknowledgment of state and federal assistance and nondiscrimination statement. Please check with the DHPA Grants Staff with questions for proper acknowledgment of materials included or posted on websites.

Project Signs

Development and pre-development projects require the posting of a project sign at the job site. A project sign will be provided to the grant recipient by the DHPA during the initial site inspection and grant start-up meeting. The sign must be posted immediately following grant start-up and must be easily visible from a public right-of-way. Failure to post the project sign will result in grant funds being frozen until the situation is corrected. Delays in posting the project sign may require the grant recipient to keep the sign posted for a specified period of time following the project end date. Serious breach of this requirement may result in cancellation of the grant award. If necessary, additional signs must acknowledge federal grant assistance using the following wording:

- The rehabilitation of (or preservation planning for) this property, which is listed in the National Register of Historic Places, has been funded in part by a matching grant-in-aid from the U.S. Department of the Interior, National Park Service, under provisions of the National Historic Preservation Act of 1966, as amended. This program is administered by the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology.

Note that the DHPA will deny reimbursements for projects that fail to make proper acknowledgment of federal grant support, the source of assistance, and the agency providing grant administration. Serious infractions may result in reduction of the grant award or even cancellation of the project and may reduce the organization's chances of receiving grant assistance from the DHPA in the future.

Appendix I: Protective Covenants and Public Access Requirements

Covenants are required ONLY for Acquisition and Development projects. Section 102(a)(5) of the National Historic Preservation Act requires that owners of properties assisted by HPF grant funds agree to maintain such properties according to the *Secretary of the Interior's Standards for the Treatment of Historic Properties* for at least a reasonable length of time following completion of the grant project. Protective covenants are used as the means of insuring compliance with this requirement of the Act. A sample of the covenant document that will be prepared by the DHPA is included in this Manual as Exhibit 4: Sample Covenant.

Purpose

The purpose of the covenant is to protect the historical integrity of the features, materials, appearance, workmanship, and environment that make the property eligible for listing in the National Register of Historic Places, and to prevent inappropriate, incompatible, and/or irreversible changes being made to the property and defeating the purpose of the grant-assisted project. This requirement is necessary to protect the public's interest in the property that has been assisted through the expenditure of public funds. Work may begin on the grant-assisted project before the covenant is executed; however, the covenant must be executed before the disbursement of any grant funds to the subgrantee and must be recorded with the deed so as to be passed on to the new owner(s) when the property is sold. See **Compliance** below for instructions on what the covenant requirements entail for property owners.

Length of the Covenant

<i>Grant Amount</i>	<i>Covenant Duration</i>
\$1 - \$50,000	5 year covenant
\$50,001 - \$250,000	10 year covenant

Instructions for Executing the Covenant

There are a number of steps involved with executing the covenant, which must be encumbered on the deed of the property before any federal funds may be paid out as reimbursements on the project. Therefore, it is imperative that the subgrantee work diligently toward executing the covenant in order to ensure that grant reimbursements may be made in a timely manner. Any delay in executing the covenant will definitely cause a delay in the disbursement of grant funds. **Note that although grant funds cannot be disbursed until the covenant has been executed and recorded, this does not prevent work from being initiated on the project.**

Please review the following steps and contact the DHPA Grants Staff anytime you have questions about this process.

1. Refer to the deed of the project property to copy the "legal description" of the property. Forward this legal description of the property to the Grants Staff.
2. The Grants Staff will prepare the covenant document, similar to the Sample Covenant at the end of the Manual and forward it to the Project Coordinator for review and approval. Please notify the Grants Staff by telephone, letter, or e-mail to confirm that the covenant document is correct or to advise the Grants Staff of any errors.
3. Once confirmation is received that the covenant is correct, the Grants Staff will produce two (2) new copies of the document and will obtain the signature of the Deputy State Historic Preservation Officer. **Please do not print and sign copies, the DHPA will create what is needed and provide it to the Subgrantee.** Once signed and notarized, both copies of the document will be sent to the Project Coordinator.
4. The Project Coordinator must get notarized signatures from the appropriate agent of the subgrantee organization and the building owner, and then must have the covenant legally encumbered on the deed of the property and recorded at the County Recorder's Office. Both copies of the covenant must be stamped by the County Recorder to indicate that the covenant has been recorded.
5. The Project Coordinator should keep one (1) copy of the fully executed covenant document with their project file and must forward the other copy to the DHPA Grants Staff. Once this copy of the fully executed and recorded covenant is received, the Grants Staff will be able to begin paying out the grant funds.

Covenant Monitoring

Each spring, the Grants Staff will mail a simple questionnaire about the condition of the property that was assisted with federal grant funds. The person(s) responsible for the property should complete the questionnaire, noting any issues or plans for alterations. If the contact person changes for a property, please notify the DHPA Grants Staff. These questionnaires will be sent each year for the duration of the covenant (either five (5) or ten (10) years). Occasionally, DHPA Staff will make unannounced site visits to the property in order to make inspection and verify compliance with the requirements of the covenant. Any observed problems or violations will be documented in writing and brought to the attention of the grant recipient and/or property owner.

Public Access Requirements

A public access requirement is a stipulation of every grant award and is intended to allow taxpayers the opportunity to view the work being performed with public funds.

- No additional public access is required when the grant-assisted project involves only exterior work and the structure is visible from a public right-of-way.
- No additional public access is required when the grant-assisted project involves interior work consisting only of upgrades to mechanical systems and the structure is visible from a public right-of-way.
- Public access to the grounds is required when the grant-assisted project involves only exterior work, but the structure is not visible from a public right-of-way. If the grounds are not already open to the public, access must be granted at least twelve (12) days per year on an equitably spaced basis, and at other times by appointment. Nondiscriminatory admission fees comparable to those levied at similar facilities in the area may be charged. Public notification of the dates and times of required access opportunities must be advertised in newspapers of general circulation in the local community for the duration of the covenant period.
- Public access to the inside of the building is required when the grant-assisted project involves work on interior features or finishes. If the building is not already open to the public, access must be granted at least twelve (12) days per year on an equitably spaced basis, and at other times by appointment. Nondiscriminatory admission fees comparable to those levied at similar facilities in the area may be charged. Public notification of the dates and times of required access opportunities must be advertised in newspapers of general circulation in the local community for the duration of the covenant period.

Compliance with Covenant Requirements

In addition to the general provisions of the protective covenant, property owners are required to:

- Request prior approval from the DHPA for any proposed work items or alterations to the property other than day-to-day maintenance. This may entail submitting some level of plans or specifications for the proposed work. Subgrantees are urged to call the DHPA Grants Staff and/or the Historic Architecture Specialist to discuss proposed work items before submitting any formal written requests. A telephone conversation can help the DHPA Staff determine what level of planning documents and/or specifications need to be submitted with the formal written request for permission;
- Provide the required level of public access to the property;
- Return annual covenant monitoring questionnaires in a timely manner.

Note that the DHPA Grants Staff documents late submission of annual monitoring questionnaires and/or cases of failure to provide advanced request for approval of alteration activities. These instances will negatively affect the reputation of key project personnel and/or the subgrantee organization as a whole and will be considered when the DHPA Staff evaluates future grant applications.

Violation of the Covenant

The State of Indiana is required by the National Park Service to enforce the provisions of protective covenants. In instances where the property owner undertakes changes to the property that violate the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, the property owner will be required by the DHPA to return the property to its previous state. Any such work must be undertaken at the building owner's expense. If the property owner refuses, the DHPA will submit the matter to the Indiana Attorney General's Office. Property owners cannot "buy" their way out of a covenant by repaying grant funds; they are legally bound to comply with the provisions of the protective covenant for the duration of the covenant's term.

Appendix J: Congressional Notification Letter Requirements

During the course of the grant project, the subgrantee is required to send a brief letter to their Congressional Delegates (one U.S. Representative and both U.S. Senators) to notify them of the Historic Preservation Fund project within their jurisdiction. Because Congress determines how much money is appropriated for the HPF Program each year, it is important for Indiana's delegates to know how this program affects our state. Copies of these letters must be sent to the DHPA before the final 15% retention of grant funds will be released.

The DHPA recommends that written correspondence be sent to legislators by regular mail as opposed to e-mail. The ease of e-mail correspondence to legislative offices has resulted in a proliferation of messages that overwhelms the legislators and their office staff. Mailed letters have a better chance of catching the attention of Senators and Representatives and their staff.

The letter should be brief and should include the following items:

- Acknowledgment of financial assistance from the federal Historic Preservation Fund for a local project;
- The project sponsor organization's name;
- The project name;
- The project location or a description of the project area;
- A brief description of the project;
- The federal language required for acknowledgment of state and federal assistance (see below), including mention of the Code of Federal Domestic Assistance (CFDA) number for the HPF Program (15.904);
- The amount of the HPF grant; and
- The amount of local matching funds being provided by the project sponsor.
- (Optional) Images of projects, such as: "before" and "after" views of rehabilitation projects, images of historic districts nominated to the National Register, or recovered archaeological artifacts.

The following wording is required for acknowledgment of state and federal assistance and must be used in all press releases and Congressional notification letters:

- This project has been funded in part by a grant from the U.S. Department of the Interior, National Park Service's Historic Preservation Fund (CFDA #15.904) administered by the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology.

In most cases, only three letters must be written (one to each Senator and one to the District Representative). However, some projects that cover large areas (such as surveys and National Register historic district nominations) may cross Congressional District boundaries. In such instances, notification letters must be sent to the U.S. Representatives for all of the districts affected by the project. Subgrantees must send a copy of each letter to the DHPA Grants Staff for inclusion in the project file.

Maps of Indiana's Congressional District boundaries can be found at this website:

<http://nationalatlas.gov/printable/congress.html#in>.

Mailing addresses for Indiana's Congressional Delegates can be found at these websites:

<http://www.senate.gov> – for U.S. Senators

<http://www.house.gov> – for U.S. Representatives

The above websites will usually direct constituents to another website that includes a "contact" page with mailing addresses. **Letters only need to be sent to the Indiana/District office for each Senator and Representative.** Due to the extensive security screening process, mail to Washington D.C. offices is often delayed, damaged, or lost.

When following the format described above, these letters DO NOT constitute lobbying activities. The purpose of these letters is to provide awareness of the federal HPF Program at work in Indiana. In addition, the letters will complement the Congressional District reports that the DHPA Grants Staff prepares each year for Indiana's Congressional Delegation.

Appendix K: Federal Requirements for Principal Investigators

The following guidelines are taken from **Secretary of the Interior Professional Qualifications Standards**, which outlines the minimum educational and professional requirements for someone to meet federal qualification standards for conducting work in certain fields. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience. Depending on the type of project, the Principal Investigator will need to meet the requirements in one of these five fields, with certain exceptions. Any questions about the qualifications for Principal Investigators should be directed to the DHPA Grants Staff.

Architectural & Historical Projects such as preparation of historic sites and structures inventories, National Register historic district nominations, historic context studies, historic structure reports, and cultural landscape reports ordinarily require a Principal Investigator who meets the criteria for History or Architectural History.

Archaeological Projects such as site investigations, surveys, and National Register nominations for archaeological sites require a Principal Investigator who meets the criteria for Archaeology (note that additional requirements may be imposed by the DHPA).

Development Projects such as rehabilitation of historic buildings or structures ordinarily require a Principal Investigator who meets the criteria for Architecture, especially if plans and specifications are needed for the project. However, certain types of simple rehabilitation projects (that either have plans and specifications in place or do not require them) may not require a Principal Investigator who meets these criteria. In such instances, a Principal Investigator such as an experienced general contractor may be appropriate.

Federal Qualification Categories:

A. History

The minimum professional qualifications in history are a graduate degree in history or a closely related field; **or** a bachelor's degree in history or a closely related field **plus** one of the following:

1. At least two (2) years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; **or**
2. Substantial contribution to the body of scholarly knowledge in the field of history through research and publication.

B. Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with course work in American architectural history; **or** a bachelor's degree in architectural history with a concentration in American architecture; **or** a bachelor's degree in architectural history, art history, historic preservation, or a closely related field **plus** one of the following:

1. At least two (2) years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; **or**
2. Substantial contribution to the body of scholarly knowledge in the field of American architectural history through research and publication.

C. Archaeology

The minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or a closely related field, **plus**:

1. At least one (1) year of full-time professional experience or equivalent specialized training in archaeological research, administration, or management; **and**

2. At least four (4) months of supervised field and analytic experience in general North American archaeology; **and**
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in **prehistoric archaeology** shall have at least one (1) year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in **historic archaeology** shall have at least one (1) year of full-time professional experience at a supervisory level in the study of archaeological resources of the historic period.

Note: per Indiana Code (IC) 14-21-1 and 312 IAC 21, the State of Indiana also has professional qualification requirements which must be met by archaeology project personnel.

D. Architecture

The minimum professional qualifications in architecture are a professional degree in architecture **plus** at least two (2) years of full-time professional experience in architecture; **or** a state license to practice architecture.

E. Historical Architecture

The minimum professional qualifications in historical architecture are a professional degree in architecture; **or** a state license to practice architecture **plus** one of the following:

1. At least one (1) year of graduate study in architectural preservation, American architectural history, preservation planning, or a closely related field **and** at least one (1) year of full-time professional experience on preservation and restoration projects; **or**
2. At least two (2) years of full-time professional experience on preservation and restoration projects.

Experience on preservation and restoration projects shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.



DHPA SUBGRANTEE PROGRESS REPORT

Part of State Form 50866 (R22 / 3-23)
Indiana Department of Natural Resources
Division of Historic Preservation and Archaeology

Name of Project: _____ Grant Number: _____

Subgrantee: _____ Period Covered: _____

Please answer all pertinent questions as accurately as possible, provide detailed responses to the questions below, and sign the form. Mail or e-mail this form so the DHPA Grants Staff will receive it no later than the reporting deadlines printed below.

COMPLETION OF ALL FIELDS IS MANDATORY.

	During This Reporting Period:	Total To Date:
Estimated total project funds expended:	_____	_____
Estimated total grant funds expended:	_____	_____
Estimated % of work completed:	_____	_____
Estimated amount of grant funding to be used:	_____	_____
Estimated amount of grant funding that will be unused, if any:	_____	_____
Date when draft product will be submitted for DHPA review:	_____	_____

The grant project is: on schedule 30 or less days behind schedule *(explanation required below)* over 30 days behind schedule *(explanation required below)*

In the space below or on a separate sheet, give a detailed summary of all work completed during this reporting period. Specify components of the scope of work that have been completed and list activities that remain.

Describe any difficulties or situations that might affect the scope of work, final product, budget, or timetable. If the project is behind schedule, please provide a detailed explanation.

Signature of Preparer

Date (month, day, year)

Mail to:	Division of Historic Preservation and Archaeology	By:	July 10	For the Period:	April 1 to June 30
	Grants Staff		October 10		July 1 to September 30
	402 West Washington Street, Room W274		January 10		October 1 to December 31
	Indianapolis, IN 46204		April 10		January 1 to March 31



DHPA REIMBURSEMENT INVOICE

Part of State Form 50866 (R23 / 4-24)
Indiana Department of Natural Resources
Division of Historic Preservation and Archaeology

For DHPA use only:

INVOICE # _____

Approved: _____

Name of Project: _____

Subgrantee: _____

Subgrant Number: _____

Billing period covered by this Reimbursement Invoice: _____

Provide documentation of 1) proof of costs incurred; and 2) proof of costs paid and attach to this cover form.

PARTIAL NUMBER _____	AMOUNT FOR THIS INVOICE
1. <input type="checkbox"/> Personnel	
2. <input type="checkbox"/> Fringe Benefits	
3. <input type="checkbox"/> Travel	
4. <input type="checkbox"/> Supplies	
5. <input type="checkbox"/> Design Fees	
6. <input type="checkbox"/> Advertisement	
7. <input type="checkbox"/> Construction / Contractual	
8. <input type="checkbox"/> Other: _____	
9. TOTAL COSTS (add Lines 1 thru 8) =	\$
10. Reimbursement Invoice Amount = (Multiply Line 9 by 50% or 70% Funding Ratio)	\$

This claim prepared and submitted by:

Signature of Preparer

Invoice Date (month, day, year)

Based on my knowledge of this project, I certify that the project costs listed on this form are adequately documented, and I believe that these costs are reasonable and appropriate for the work completed to date.

Signature of DHPA Program Area Staff

Approval Date (month, day, year)

Signature of DHPA Grants Staff

Approval Date (month, day, year)

Signature of DHPA Grants Staff

Approval Date (month, day, year)

Mail to: Division of Historic Preservation and Archaeology
Grants Staff
402 West Washington Street, Room W274
Indianapolis, IN 46204

For DHPA Use Only: Date Received: _____
[] Project Spreadsheet
TPM / Match Amount \$ _____



DHPA TIME WORK RECORD
Part of State Form 50866 (R23 / 4-24)
Indiana Department of Natural Resources
Division of Historic Preservation and Archaeology

Name: _____

Total hours recorded on this sheet: _____

Position: _____

Hourly rate of pay / value of hourly services: _____

Project: _____

Total \$ amount claimed on this sheet: _____

Subgrant Number: _____

Hours were: Donated Paid by grant recipient

Date Worked <i>(month, day, year)</i>	Number of Hours	Description of Work
Total Hours		

I certify that the services shown above were essential to the grant-assisted effort, that the amounts of time indicated are appropriate, that the data is correct, and that the hourly rate is reasonable for the services provided.

Signature of Worker / Volunteer

Date *(month, day, year)*

Signature, Agent of Sponsoring Organization

Date *(month, day, year)*

SAMPLE Covenant
Please do not prepare or print copies--
The Final Covenant will be prepared by DHPA and provided to Subgrantee

This covenant is made **DATE**, by the **SUBGRANTEE**, hereafter referred to as the "Subgrantee" and in favor of the State of Indiana acting through the State Historic Preservation Officer, hereafter referred to as the "Grantee" for the purpose of the **rehabilitation** of a certain Property known as the **PROPERTY NAME** located at **ADDRESS, CITY, COUNTY, Indiana**, which is owned in fee simple by the Subgrantee and is listed in the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is known as the **PROPERTY NAME**. The property is more particularly described as follows:

LEGAL DESCRIPTION

In consideration of the sum of **\$00,000** and other valuable consideration in grant-in-aid assistance through the Grantee from the National Park Service, United States Department of the Interior, the receipt of which is hereby acknowledged, the Subgrantee hereby agrees to the following for a period of **five (5) or ten (10) years, expiring on DATE**:

1. The Subgrantee agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places.
2. The Subgrantee agrees that no visual or structural alterations will be made to the property without prior written permission of the Grantee.
3. The Subgrantee agrees that the Grantee, its agents and designees, shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this covenant are being observed.
4. The Subgrantee agrees that when the property is not clearly visible from a public right-of-way, or includes interior work assisted from Historic Preservation Fund grants, the property will be open to the public for the purpose of viewing the grant-assisted work not less than twelve (12) days per year on an equitably spaced basis, and at other times by appointment. Nothing in this covenant will prohibit the Subgrantee from charging a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The Subgrantee agrees to comply with Title VI of the Civil rights Act of 1964 [42 USC 2000 (d)], the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act of 1973 [29 USC Section 794]. These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation for qualified handicapped persons shall be made in consultation with the State Historic Preservation Office.

To comply with the Americans with Disabilities Act and with Section 504 of the Rehabilitation Act, when interior public access is required at least twelve (12) days per year and at other times by appointment, it is not required that a recipient make every part of the property accessible to and usable by disabled persons by means of physical alterations. That is, for public access periods, videos, slide presentations, and/or other audio-visual materials and devices should be used to depict otherwise inaccessible areas or features.

6. The Subgrantee further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with Historic Preservation Fund grants are not visible from the public right-of-way, notification will be published in newspapers of general circulation in the community area in which the Property is located giving dates and times when the Property will be open. Documentation of such notice will be furnished annually to the State Historic Preservation Officer during the term of the covenant.
7. This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
9. Subgrantee and Property Owner agree to notify the Grantee of a transfer of ownership or sale of the property should such transfer or sale occur within the duration of the covenant.
10. In the event that the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Property Owner or Subgrantee shall 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 for purposes of security and/or public safety. No repairs or reconstruction of any type, other than temporary emergency work to secure the building and prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the Property Owner without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Subgrantee. 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 Subgrantee that the agreement is null and void. If the damage or destruction that warrants the property's removal from the National Register is deliberately caused by the gross negligence or other actions of the Subgrantee 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.

[Signature lines for the DHPA, HPF Subgrantee, Building Owner (*if applicable*), and Notaries Public for each signatory are included in the FINAL covenant document but are not reproduced here.]