

State Historical Fund

Grant Manual *Winter 2019*



HISTORY *Colorado*
STATE HISTORICAL FUND

Congratulations on your grant award! Welcome to the History Colorado State Historical Fund (SHF) grant management process. We have created this manual for you to use as a tool to efficiently manage your grant award responsibilities. Please review this manual so you are aware of your obligations for the successful completion of your SHF grant.

This manual contains information regarding SHF policies and procedures that you need to know once your grant has been awarded, and it is intended to explain the grant management process and grant recipient responsibilities. Like you, we are bound to the SHF contractual agreement and must comply with regulatory requirements set by the Colorado Attorney General's Office, the Colorado Office of the State Controller, and the Colorado Risk Management Office. We try to keep our requirements to a minimum, but we need to ensure that both you and SHF comply with all applicable statutes, regulations, and policies.

As grant recipients and state grantees, you are legally and financially responsible for making certain that projects follow SHF policies and procedures. Public and nonprofit applicants that apply on behalf of individuals or for-profit entities also bear this legal and financial responsibility.

We are committed to creating a positive experience for all of our grant recipients while you're under contract with SHF. Contact us at any time if you have questions or concerns. It is our pleasure to assist you.



Susan Frawley

Contracts Officer

History Colorado, State Historical Fund
susan.frawley@state.co.us
(303) 866-3043

TABLE OF CONTENTS

From the SHF Contracts Officer	2
Purpose	4
Staff Roster	5
Getting Started	7
Your Grant Award	11
Exhibit A: Scope of Work	12
Exhibit B: Budget	12
Exhibit C: Project Deliverables & Submittals	12
Exhibit D: SHF Provisions	14
Exhibit E: Property Protections	14
Exhibit F: Option Letter	14
Financial Reports & Payment Requests	15
Additional Financial Matters	18
Contingency	23
Budget Modifications	23
How to Request an Award Modification For Time and/or Scope of Work	24
Staying Legal & Compliant	25
Property Protections	25
Procurement	27
Special Provisions Text	29
Insurance Requirements	30
Illegal Aliens	30
Conflict of Interest	31
Copyright	32
Public Acknowledgement of Funding Source	32
Frequently Asked Questions	33
Index	36

THE PURPOSE OF STATE HISTORICAL FUND GRANTS

History Colorado State Historical Fund (SHF) supports historic preservation activities throughout the state of Colorado.

Any and all preservation, rehabilitation, restoration, or reconstruction activities or work performed on projects must meet the applicable guidelines put forth by *The Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards)*. These standards, along with those for preservation, restoration, and reconstruction, can be found online at www.nps.gov/tps/standards.htm.

Survey grants and related survey activities or deliverables must comply with the Colorado Cultural Resource Survey Manual, found online at www.h-co.org/CRSurveyManual.

If work performed on a project does not meet the *Standards* for approval by SHF staff, SHF may withhold payment to the grant recipient until corrections are satisfactorily completed or remedied. SHF may also deny payment if work is not or cannot be corrected or remedied.



Lowry Pueblo, Montezuma County

HISTORY COLORADO STATE HISTORICAL FUND STAFF

Tim Stroh *Director* (303) 866-2809

NORTHWEST REGION

Gheda Gayou *Deputy Director & Preservation Specialist* (303) 866-2835

Breanne Nugent *Education Specialist & Contracts Specialist* (303) 866-2961

NORTHEAST REGION

Anne McCleave *Preservation Specialist Manager* (303) 866-3536

Korbin Pugh *Grant Contracts Specialist* (303) 866-2797

SOUTHWEST REGION

Michael (Mike) Owen *Preservation Specialist* (720) 557-6991

Korbin Pugh *Preservation Contracts Specialist* (303) 866-2797

SOUTHEAST REGION

Danielle Lewon *Preservation Specialist* (303) 866-3537

Kami Harris *Contracts Specialist* (303) 866-2976

SURVEY, NOMINATION, AND EDUCATION

Jennifer (Jenny) Deichman *Survey Specialist* (303) 866-2896

Breanne Nugent *Education Specialist* (303) 866-2961

Kami Harris *Contracts Specialist* (303) 866-2976

ARCHAEOLOGY

Katherine (Katie) Arntzen *Archaeological Specialist* (303) 866-3498

Breanne Nugent *Education Specialist & Contracts Specialist* (303) 866-2961

CONTRACTS

Susan Frawley *Contracts Officer* (303) 866-3043

OUTREACH

Katherine (Katie) Arntzen *Archaeological Specialist* (303) 866-3498

Sarah Doll *Outreach Specialist* (303) 866-3493

Megan Eflin *Outreach Coordinator* (303) 866-2887

PUBLIC RELATIONS

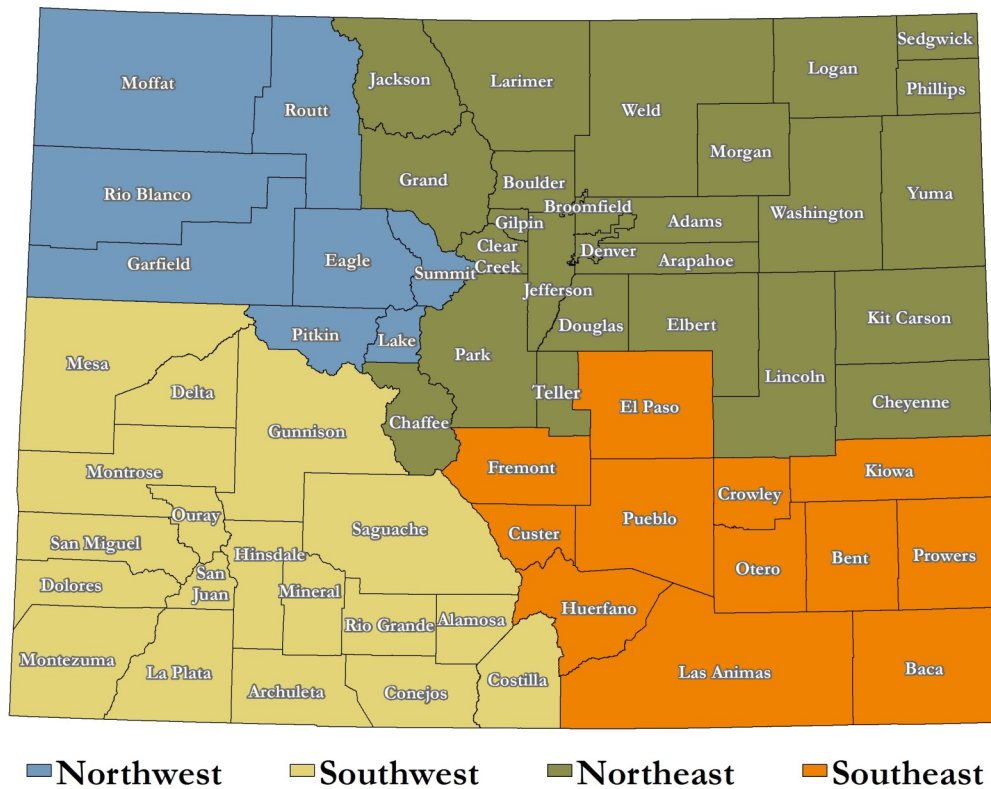
Vacant *Communications Manager* (303) 866-2049

GRANT SYSTEMS

Deborah Johnson *Grant Systems Manager* (303) 866-2769

General SHF Phone (303) 866-2825

Toll Free Number (not available if calling from a 303 or 720 area code) (877) 788-3780



YOUR PROJECT TEAM

Each project is assigned two staff members: a Preservation Specialist and a Contracts Specialist.

- The **Preservation Specialist** works with you to apply guidelines set by *The Secretary of the Interior's Standards for the Treatment of Historic Properties*. You must consult the Preservation Specialist if you wish to change your budget, scope of work, extend your project, or use contingency.
- The **Contracts Specialist** is your point of contact for financial record keeping, reporting requirements, and compliance.

Both the Preservation Specialist and Contracts Specialist will travel to your site for the initial consultation so you can become familiar with our staff and processes.

Your project team is listed in your Award Email, or use the color coded region map above and staff roster on the previous page to identify your team. Preservation Specialists for Archaeology, Surveys & Nominations, and Education cover the entire state.

Each staff member can be emailed at: firstname.lastname@state.co.us

GETTING STARTED

Before you can begin your project, you must first execute a Grant Award with the History Colorado State Historical Fund/ State of Colorado. This award is legally binding among your organization, the property owner, if applicable, and the State of Colorado.

Throughout this Grant Manual, you are referred to as the “Grantee” or grant recipient. As the grant recipient, you—not the property owner or any Subcontractor—are responsible for the fulfillment of the award. You are responsible for the terms of the award and cannot assign, or pass through, your responsibilities to a third party.

Grant Recipient Contact

Your grant application listed a contact person whom your organization has authorized to oversee all aspects of the project. This person, the Grant Recipient Contact (GRC), serves as the individual who sends and receives all correspondence and other means of communication to and from SHF. If this person has changed, or changes during the course of your project, please notify SHF immediately via email with the new GRC’s name, title, address, phone number, and email address.

AWARD ANNOUNCEMENT EMAIL

Your Award Email was sent directly from your assigned Contracts Specialist. If at any time you have questions about your grant or the award process, please don’t hesitate to contact that individual.

The email contains both informational documents and program documents that must be signed, scanned, and returned to SHF to initiate the award process:

- ▶ Acknowledgement of Award Conditions Letter
- ▶ Grant Manual
- ▶ Sample Grant Award
- ▶ Exhibit E: Property Protections (if applicable)
- ▶ Property Protection Info Sheet explaining the required protection (if applicable)
- ▶ Direct Deposit Authorization form (if applicable)
- ▶ EFT Authorization form (if applicable)

SIGNATURE AUTHORITY

Signor must have authority to enter into a grant award on behalf of the Grantee organization.

Traditional authorized signatory examples include: Board of County Commissioners, Chair or County Administrator, Mayor or City Manager, Nonprofit Board Chair or Executive Director

STEP ONE: COMPLETE AWARD DOCUMENTS

➤ Acknowledgement of Award Conditions

This letter documents your organization's and the property owner's, if applicable, acceptance of the Grant Award terms & conditions. As a state grantee, you are required to read each paragraph, initial each item, sign and date the letter, scan, and email it to SHF. If the property owner is different, they must also initial the final line and sign and date the Acknowledgement of Award Conditions letter.

Additional Award Email Attachments

Your Award Email may also contain any of the following as they apply.

➤ Exhibit E

If your project requires property protections, **print two copies**, and have an authorized signatory for the property owner (or *future* property owner for acquisitions) sign and date both. Both copies must be **mailed back** to SHF and will be inserted into your Grant Award. Additional information about *Property Protections* can be found on page 31.

- ◆ **Covenants must also have the property owner signature notarized on both copies.**
- ◆ **For Easements Only:** Please submit a letter from the easement accepting organization, either directly from the organization itself or from your organization, stating:
 - That the easement holding organization is willing to accept the easement for the property.
 - What the anticipated fees to SHF will be.

Refer to the Easement Information Sheet included in the email for additional instructions.

➤ State of Colorado Substitute W9

If your application did not contain the required version, complete the attached W9.

➤ Direct Deposit Authorization Form

Receive grant payments faster and safer via Electronic Funds Transfer (EFT).

➤ EFT Verification Form

Your organization may already be set up for EFT in the state's financial system, but it has never been used for SHF payments. Complete this form to verify the account information is still correct and to confirm you would like us to use EFT moving forward.

STEP TWO: RETURN DOCUMENTS BACK TO SHF

Email all completed documents back as a reply to your Award Email. Please scan each individually and attach them as separate PDFs.

Exhibit E, if applicable, is the only document that *must* be mailed back in hard copy with wet signatures.

The following documents must be received before SHF drafts your Grant Award Agreement:

- ♦ The completed **Acknowledgement of Award Conditions Letter**
- ♦ Signed (and notarized for Covenants) **Exhibit E**, if applicable
- ♦ **Easement information letter** from the Easement holding company, if applicable
- ♦ **Correct W9**

NEW!

As of November 1, 2018, SHF uses three different Grant Agreements, one for awards of \$150,000 and less, one for awards over \$150,000, and one specifically for Colorado counties, cities, and State agencies.

GRANT AWARD PROCESSES

Intergovernmental Used for ALL awards to Colorado municipalities, counties, and other State agencies.	Your grant agreement requires no signatures on behalf of the grant recipient organization. The agreement becomes effective upon execution by the State Controller delegate.
Small Dollar Award For all grant awards of \$150,000 or less.	Your Small Dollar Award requires no signatures on behalf of the grant recipient organization. The agreement becomes effective upon approval by the SHF Contracts Officer.
Grant Agreement For all grant awards of \$150,001 and up.	2 copies of the Agreement will be sent to you for signatures by an authorized signatory. Both copies must be signed, dated, and returned to SHF. This agreement becomes effective upon execution by the State Controller delegate.

STEP THREE: SHF DRAFTS THE AWARD AGREEMENT

Once your Contracts Specialist has received all the required documents, a grant award based on your submitted application is drafted and must be approved by the SHF Contracts Officer.

The Preservation Specialist assigned to your project may contact you as they are drafting the Scope of Work and Deliverables with questions relating to the technical aspects of your project.

The Contracts Specialist may also call you with questions relating to the Project Budget, such as questions for clarification of overhead or administrative costs. Upon resolution of any unclear Scope of Work or Project Budget components, SHF will develop a final grant award.

Depending on the award amount and whether your organization is a nonprofit or public entity, the award will follow one of three paths (see Grant Award Processes table) to become fully executed.

No work, or ordering/purchasing of supplies, may take place until you have a fully executed Grant Award.

Typical timeframe to receive your fully executed award is **3 to 6 weeks** depending on the process your award must follow.

STEP FOUR: RECEIVE NOTIFICATION OF AWARD EXECUTION. PROJECT CAN BEGIN!

Please wait for notification from SHF that your agreement has been fully executed before you begin work or incur any expenses. SHF will notify you by email of award execution and will mail you a fully executed, signed (if applicable) agreement for your records.

PROJECT NUMBER

You are assigned a project number, e.g. 2020-02-000. This number is noted in your Award Email.

Please use this number on all correspondence, materials, or documents submitted. It is the first question we ask when you call, so please keep it handy.

Your History Colorado State Historical Fund Grant Award

The main body of your Award contains basic State of Colorado grant award language, and is set per the State of Colorado Office of the State Controller. The exhibits are usually one to two pages each and comprise:

- Scope of Work (Exhibit A)
- Budget (Exhibit B)
- Submittals and Deliverables (Exhibit C)
- SHF's Program Provisions (Exhibit D)
- Property Protection (Exhibit E), if applicable
- Option Letter (Exhibit F), only applies to awards over \$150,000

Exhibits A, B, and C are the only sections of the agreement in which changes will be considered. Exhibits are derived from the content of your grant application and must relate directly to the intent of your grant award.



Coal Creek School, Meeker

The Exhibits

EXHIBIT A: SCOPE OF WORK

All of the work that your grant award pays for is written clearly in the Scope of Work. When the History Colorado Board of Directors approves grant applications for funding, it approves a Scope of Work and awards a Project Budget to accomplish it. Once SHF establishes your project's Scope of Work, no additional line items can be added. For example, if repairing windows was not part of the original Scope of Work, you cannot add that task during the project.

EXHIBIT B: BUDGET

The Budget directly relates to the work described in Exhibit A. During the drafting process, an SHF staff member may expand, collapse, or otherwise consolidate your application-submitted budget lines into ones that will make your financial reporting easier.

Throughout the duration of the project, all reported expenses, whether grant funds or cash match, must be tied directly to one of these budget lines.

Exhibit B also shows the grant award to cash match percentage. The final SHF Award share is the Grant Award Percentage of the Project Subtotal plus any contingency approved throughout the project, not to exceed the Grant Award Amount.

AWARD MODIFICATIONS

If you anticipate needing to make any modifications to the project schedule, Scope of Work, or Project Budget, or need to use any contingency, please contact your Preservation Specialist immediately to discuss the situation. (See pages 23-24 for information about Award Modifications.)

EXHIBIT C: SUBMITTALS AND DELIVERABLES

Exhibit C outlines the progress reports, payment amounts and schedule, and required deliverables to demonstrate completion of your project Scope of Work. Exhibit C also indicates which Deliverables must be approved prior to work occurring or processing of payments.

Project Submittals consist of Progress Reports, Financial Reports, and Payment Requests outlined in our standard 24-month grant award period.

PROGRESS REPORTS

Grantees are required to submit Progress Reports every two to four months, depending on the complexity of the project, for the duration of a project **whether or not any progress has been made**. The due dates for these reports are indicated in **Exhibit C: List of Submittals**. There is no form to complete, but reports should be emailed to your Preservation Specialist

and include the following information:

1. **Project number in the Subject Line and progress report number.**
2. **Narrative explanation** of progress to date. If no progress has been made, provide a brief explanation and the expected date for progress. Please remember to address:
 - Scope of Work: Discuss the items that have been accomplished since the last Progress Report.
 - Project Schedule: Is the project on time?
 - Project Budget: Is the project on budget?
3. **The work that will be accomplished before the next Progress Report.** Please remember to include specific items from the Scope of Work.
4. **Assistance you need SHF staff to provide** in order to help you complete your project.

FINANCIAL REPORTS AND PAYMENT REQUESTS

Your payment schedule and amounts is listed here based on one of two standard payment schedules. The payment dates are guidelines. As soon as you've expended at least 40% of the previous payment, you may request the next payment. See page 15 for payment request instructions. The final payment is always a reimbursement after all invoices have been paid in full.

PAYMENT SCHEDULE

One Interim Payment	Two Interim Payments
Advance Payment = 40% of Award Amount Interim Payment = 50% of Award Amount Final Payment = 10% of Award Amount	Advance Payment = 30% of Award Amount 1st Interim Payment = 30% of Award Amount 2nd Interim Payment = 30% of Award Amount Final Payment = 10% of Award Amount

Project Deliverables help SHF track the progress of the project, monitor and confirm that the Scope of Work is followed, and ensure *The Secretary of the Interior's Standards for the Treatment of Historic Properties* are followed and adhered to during the project. Deliverables are requisite documentation (e.g. subcontract certification forms, construction documents, archaeological monitoring report) and other requirements (e.g. mortar mock-ups, materials testing reports) that are directly tied to financial reports and payments. Certain deliverables may also be required before any physical work begins.

Your project Deliverables were developed using the information provided in your original grant application. While specific due dates are not listed in your contract, Deliverables should be submitted

in sequence, and some may be expected prior to starting work or receiving a payment. Exhibit C will indicate whether your Preservation Specialist wants a Digital Copy (D) or a Hard Copy (HC). *Digitals must be emailed to the Preservation Specialist and cc'd to HC_SHF@state.co.us*

EXHIBIT D: SHF PROVISIONS

This exhibit outlines the SHF program-specific terms. These terms are non-negotiable, but some may not apply to your project.

EXHIBIT E: PROPERTY PROTECTIONS (IF APPLICABLE)

Depending on the cumulative amount of grant funds received from us for physical work on a building, your project may be subject to property protection. This exhibit must be signed by the Property Owner, or in the case of Acquisition projects, the *future* Property Owner.

See pages 25 and 26 for additional information about Property Protections.

EXHIBIT F: OPTION LETTER (\$150,001+ ONLY)

The new state grant agreement for high dollar grant awards uses this exhibit to preliminarily authorize SHF to make agreement modifications for Time Extensions, Budget, Deliverable and Submittals, and Scope of Work. This exhibit only gets signed by the History Colorado Executive Director and the State Controller Delegate.

30-DAY REVIEW

SHF staff has 30 days to review all Deliverables and Submittals, and receiving a check from the State Treasury office can take up to another two (2) weeks. Keep this in mind when requesting your grant payments.

Set up Direct Deposit to receive your grant payments faster!

Financial Reports & Payment Requests

SHF requires financial reporting for this grant award. An understanding of basic accounting will help you complete these forms. Please contact your Contracts Specialist for questions regarding expense reporting.

Exhibit C lists your payment amounts and schedule. All payment requests must be made using the *Payment Request and Financial Report Form* or the Excel *Financial Reporting System*.

ADVANCE PAYMENTS

Advance payments may be requested as soon as your project becomes effective. The payment will be processed once the required Deliverables indicated in Exhibit C are received and approved by the project's Preservation Specialist.

To Request: Mail in...

- A hard copy of the [Payment Request and Financial Report Form](#) with Steps 1, 2, and 5 completed only.

INTERIM PAYMENTS (1ST AND 2ND)

In order to request the interim payment, the previous payment must be substantially expended (defined as 40 percent or more). If the request is for a second interim payment, all of the advance payment and a substantial amount of the first interim payment must be expended. The term **expended** means that the work has been done and you have been invoiced, but it does not necessarily indicate that you have paid that invoice in full.

To Request: Mail in...

- A hard copy of the [Payment Request and Financial Report Form](#) with all steps filled out
- A hard copy of the [Certification of Expenditures](#) form
- Include Required Documentation (see next page)

FINAL PAYMENTS

The final payment is a reimbursement. Final payments can be made only after the project is complete, all Deliverables are submitted and approved, and **all project expenses are paid**. This is a reimbursable-only payment, which means you need to pay the final 10 percent of the project expenses prior to the final SHF payment. Depending on your ability to float 10 percent, consider reserving 10 percent of your project funds for final payment.

To Request: Mail in...

- A hard copy of the [Payment Request and Financial Report Form](#) with all steps filled out
- A hard copy of the [Certification of Expenditures](#) form
- Include Required Documentation (see next page)

WET SIGNATURES ARE REQUIRED ON ALL FINANCIAL FORMS.

REQUIRED DOCUMENTATION FOR INTERIM & FINAL FINANCIAL REPORTS

The following documentation **must** be included with your interim and final financial reports:

- Hotel receipts
- Mileage log(s) with date of travel and number of miles traveled.
- Grant administration timesheet(s) or other cost calculation documentation.

Additional documentation may be requested at the discretion of your Contracts Specialist and/or the Contracts Officer.

BUDGET TASK ITEMS

Reported expenses **MUST** be associated with one of the task items from Exhibit B. You may not collapse items under one category. Work closely with your hired subcontractor(s) and your Contract Specialist to ensure that the hired Subcontractor's invoice directly matches your Project Budget.

EXPENSE REPORTING CHECKLIST

This checklist may help to confirm that your financial report or financial reporting system is accurate and complete. Did you...

- ☐ Report only costs included in the agreement Project Budget and incurred during the award period?
- ☐ Report **all** costs broken out by the tasks listed in the Project Budget? Have you reported cash match the same way?
- ☐ Report interest earned on grant funds or enter zero on the financial report form?
- ☐ Check for transposed numbers or mathematical errors?
- ☐ Check travel to ensure they are within the allowable state rates located in Exhibit B?
- ☐ Include required documentation for grant administration, indirect, and travel costs?
- ☐ Sign and date the *SHF Payment Request and Financial Report Form*. Only a document with an original signature is acceptable. **An emailed copy is not valid.**
- ☐ Initial, sign, and date the *SHF Certification of Expenditures Form*. Only a document with an original signature is acceptable. **An emailed copy is not valid.**

DRAFT FINANCIAL REPORTS

We encourage you to submit draft financial reports to your Contract Specialist so that we may assist you in generating a complete and accurate financial report.

PROCESS FOR REVIEWING ALL FINANCIAL REPORTS

Your Contracts Specialist will review your submitted financial report for the following:

- The financial report corresponds to the task items listed on Exhibit B: Budget.
- All expenses are paid.
- The amount of reported payments matches the amount described.
- Payments are made within the start and end dates of the agreement term.
- Documentation submitted for travel and grant administration.
- Additional payment information meets SHF requirements.

Your Contracts Specialist has 30 days to review the completed Payment Request. Once reviewed, the report is processed for final approval and subsequently processed. Once processed, you, the Grantee, will receive email notification.

SHF does not issue the check or mail the check from our office. Payments are processed via the state accounting system and the State Treasury will issue payment. Checks are made to the name and address of the Grant Recipient organization listed on the W-9 information submitted in the application. Electronic payments are made only if bank information is established with the state *and has been verified with SHF*. If desired, provide the EFT/Direct Deposit information that was sent in your Award Email.

CONTRACT CLOSE OUT

Review contract, especially Exhibits A, B, and C, to ensure all items are completed and submitted to SHF, including all Financial and Progress Reports.

Make sure you have received approval letters from your Preservation Specialist or Contracts Specialist for all Deliverables and Submittals on Exhibit C.

Complete all financial reporting and SHF payment forms and submit them to SHF.

For projects with property protection, review your responsibilities and incorporate into your own operations, leases (if applicable), and maintenance calendars.

For activities with property recapture contractual responsibilities, be aware that this begins from the date final payment is approved.

Additional Financial Matters

ELIGIBLE EXPENSES

The following is a partial list of eligible expenses. Please refer to your Project Budget (Exhibit B of your grant award) for a complete list of allowable expenses.

Contractual Services (hired by you, the Grantee)

Contractual services may include architectural fees, consultant fees, general contractor fees or other services that are purchased through a contract.

Personnel costs

Personnel costs are the salary and/or fringe benefits of an employee of the Contractor working directly on an SHF-funded project and delivering a direct service. SHF funds cannot be used to displace local funds for already budgeted expenses. You are required to track time if personnel costs are funded by multiple sources.

Materials and Supplies

Purchased supplies and materials specifically for the project.

Travel costs

Project travel costs must be within approved SHF rates. You must maintain documentation for all reported travel expenses.

SHF travel rates as of October 1, 2018 are:

Mileage:

\$0.49 (2WD) and \$0.52 (4WD) per mile is the maximum allowed for travel. Cost of fuel/gas is included in the amount; therefore, additional amounts for fuel/gas should not be reported.

Reimbursement for mileage should include: project personnel name, date of travel, purpose of travel, number of miles traveled, and rate per mile claimed. *Reimbursement at the 4WD rate can be claimed only if a 4WD car is necessary to access the site.*

Per Diem:

Per Diem (meal allowance) is \$55 per day: \$13 for breakfast, \$14 for lunch, and \$23 for dinner, plus \$5 for incidental expenses. Receipts do not need to be submitted to claim meal allowance, but please make it clear how many people are included with each meal. Payment for, or reimbursements of, alcoholic beverages and/or entertainment are not allowable expenses.

Hotel rates:

Hotel allowance is at-cost *with hotel receipt*. Please make every effort to find lodging at a reasonable rate in the respective location.

NON-ELIGIBLE EXPENSES

The following is a partial list of expenses and non-cash transactions that cannot be reported and that the SHF program does not allow:

- Work on building elements or objects that contain religious symbols
- Oral histories or social history research that does not bear a strong relationship to historic places
- Printing or reprinting materials produced without History Colorado State Historical Fund research participation
- Work that has been performed or encumbered prior to the grant recipient going under award with the History Colorado State Historical Fund
- Moving historic buildings
- Moving or relocation costs
- Construction of new buildings
- Construction of new parking lots or facilities unless it is to replace one that has been destroyed to enable other work funded by SHF
- Costs of utilities outside the designated area
- Work that does not take into account possible archaeological considerations
- Travel expenses in excess of the SHF rate specified in Exhibit B of your award
- Fundraising
- Acquisition that does not include a transfer of title to a new owner (for example, the payoff of an existing mortgage is ineligible)
- Grant writing costs
- Lobbying expenses
- Gifts, awards, and contributions
- In-kind goods and services (anything donated)
- Late fees or interest charged for delinquent payment of invoices
- Entertainment costs and alcohol
- The storage, conservation, or curation of museum or archival collections including documents, photographs and artifacts; the exception is archaeological collections
- Educational projects or programs that do not have a direct correlation to historic preservation, historic properties and sites, or archaeology
- Purchase of equipment that costs more than \$5,000 and costs less than the rental of the equipment for the project
- Unpaid invoices or bills in final financial report

SERVICES RENDERED

Any service or good not paid for by the award expiration date is not reimbursable and cannot be paid for with SHF grant funds.

AUDIT

You must maintain all records for your project in an auditable condition for at least three (3) years after date of final payment. Grantee unwillingness or inability to provide documentation requested by an audit will render disputed charges ineligible as either grant or matching costs.

CASH MATCH

Cash Match is actual money or an accounting transaction (not a donation of time or materials, nor in-kind contribution) that contributes to the completion of the project. If cash match originates as part of a salary, it must be “extra work” attributed to a project, not work that is part of the permanent job description. Both the grant recipient and grant partner may contribute to cash match.

Cash match must be used for work that is eligible for HC-SHF funding. It may not be used for new construction or any ineligible projects and costs. The cash match cannot be used for work outside of the officially designated area.

Cash match must be in place (in the bank) before your grant award can be executed.

CERTIFICATION OF EXPENDITURES

SHF uses this form to certify that all expenses are reported and are within the terms of the award. This form is used in lieu of sending invoices and copies of checks to the SHF office, except for travel and grant administration, both of which require documentation be submitted.

COST SAVINGS

Any cost savings is shared between SHF and your organization. The amount you save is

determined by the cash match percentage rate on your SHF agreement Exhibit B Project Budget, as applied to your final expenditures. For example, if the project budget is \$100,000 and the total project expenditures are \$80,000 with a grant fund to cash match ratio of 75 percent/25 percent, the maximum grant payment would be \$60,000, even though the grant awarded was \$75,000. Your organization would save \$5,000 and SHF would save \$15,000.

GRANT ADMINISTRATION

Grant administration is defined as the actual management of the grant itself, including preparing and filing progress reports and financial reports, maintaining communications with the assigned Preservation Specialist and Contracts Specialist, and seeing that the project is carried out in accordance with the contracted Scope of Work and Project Budget. These costs may include both direct costs, such as salary and benefits paid to an employee for their time spent on grant administration, and indirect costs reasonably related to the administration of the grant project.

A maximum of 15 percent of the total project is allowed for administrative costs.

Acceptable grant administration back up documentation needs to be submitted with the financial report. A payment check with invoice billing for grant administrative services is acceptable. The invoice billing should be detailed and clear, identifying the task, time period of services provided, and cost per unit and total.

GRANTS AS TAXABLE INCOME

An SHF grant may be considered taxable income or revenue to the Grantee, the property owner, or other beneficiary of grant funds. However, SHF is not authorized to provide legal advice on this issue. The Grantee is advised to consult with their tax attorney or accountant. For federal income tax information, contact the IRS at 1-800-829-1040. For state tax information on state taxes, contact the Colorado Department of Revenue at (303) 238-7378 or visit colorado.gov/revenue.

HOW TO REPORT RETAINAGE

If your Subcontractors include retainage in their invoicing, the retainage needs to be listed by budget task line item in your financial report(s).

INDIRECT COSTS

Indirect costs are costs indirectly associated with grant project administration, such as office overhead, supplies, accounting support, and the use of other equipment or services not otherwise included in the Project Budget. Indirect costs are also the costs that are incurred for common or joint objectives and cannot be readily identified with a particular final cost related to the grant project alone.

For example, utility expenses for the grant project administration office space cannot be readily determined for a project, but must be allocated as a portion of the other tasks/projects conducted within the office. These expenses are considered as administrative costs and included in the 15 percent cap.

Per SHF application guidelines, the costs of grant administration, both direct and indirect,

cannot exceed 15 percent of the total project cost. Grantees should be prepared to provide detailed documentation for these expenditures in the event of an audit.

INTEREST ACCRUED/INCOME EARNED

On the final financial report, you must report interest accrued as a result of holding grant funds in an interest-bearing account. The amount of interest earned will be deducted from the final grant payment. If possible, it is recommended that you do not deposit SHF grant funds in an interest-bearing account. *Please be sure to report income earned in section "o" of the Certification of Expenditures Form and at "Interest Earned" on the SHF Payment Request and Financial Report Form.*

PROFIT EARNED FROM GRANT PROJECTS

Projects that result in a profit, such as publications or workshops, must report on the Certification of Expenditures form the amount of profit earned and certify that the funds are used by the recipient organization to further their historic preservation mission. If that profit takes the form of increased property values, then the pro-rata grant funds used for the acquisition can be recouped by SHF at sale of property as described in the SHF agreement language *Recapture and Other Remedies Against Property Owner*.

REPAYMENT OF MONIES OWED

Grant funds that are not expended during the project must return to SHF. If repayment of unspent funds or ineligible costs is necessary, refunds should be made payable to History Colorado.

SUBCONTRACTOR INVOICING AND INVOICES

As the person/entity hiring Subcontractors, you have full authority to require invoices, schedule of values, and retainage to reflect the SHF grant agreement budget task line items. It is possible to include this as a requirement in your subcontract.

RECORDS TO KEEP IN CASE OF AUDIT

Bid documents:

List of qualifications, Scope of Work, price, summary of bids or quotes, proposed term/ time period, and parties

Subcontracts or other agreements:

Information required for approval, notice of awards, notice to proceed, unauthorized immigrant compliance documentation, etc.

Invoices showing billing details:

A calculation showing derived invoice amount, such as cost of material per unit, quantity of materials, hours of labor worked, labor rates, and mark ups

Timesheets:

A list of hours worked and dollar amount charged for grant administration, including employee name, description of work performed, hourly rate/rate charged, and dates worked

Travel Log:

- Log of miles traveled for this project and rate charged for mileage
- List of accommodations used and receipts for stays
- List of meals on a per day basis with all

DEBTS OWED TO STATE AGENCIES

The State Controller may withhold debts owed to state agencies under the state of Colorado Financial Report System (CRS 24-30-202(1) and CRS 24-30-202.4). This means that if the Grantee organization owes money either to the SHF or other State agencies, those funds may be deducted from a grant payment. Please refer to the Special Provisions page of the award under the Vender Offset paragraph of the example award for more information.

receipts

- All travel must be within the SHF approved rates listed on Page 18.

Indirect/Grant administration expenses:

Receipts/invoices for items or services needed for grant administration

Property protection documentation:

Correspondences between Grantee and easement holding organizations, if necessary

Copies of all documents needed for approval

CONTINGENCY

A request to use contingency funds is only applicable if contingency is a line item in your original awarded Exhibit B: Budget. For projects with budgeted contingency funds, the use of contingency may be necessary to cover cost increases to line items due to **unexpected conditions**. The request to use contingency funds, regardless of the amount, must be made to your Preservation Specialist **prior to the work occurring**. Email or verbal approval may be given initially, however, you must complete, sign, and return the [SHF Contingency Use and Budget Revision Form](#) for the Contingency Use to take effect. If you need this money immediately, you may make a separate Contingency payment request using our Payment Request form, otherwise approved contingency funds will be added to your final payment.

CONTINGENCY USE APPROVAL

Be aware that without prior approval from SHF for use of contingency, changes made to the Scope of Work, or modifications to a budget line item that will affect it by more than 10 percent will result in a reduction in the amount of money SHF is able to provide for your project. Please contact your Preservation Specialist immediately if any of these conditions apply to your project.

PROJECT BUDGET REVISIONS

Budget modifications are allowed to move money from one line item to another. They are processed on a tiered level depending on the percentage change of the *original* budgeted line item. **Please note that the SHF program cannot increase your overall award amount.** SHF can make a budget revision when your overall project total is within budget but specific tasks, or line items, need to be adjusted in order to accommodate actual costs. This occurs, for example, when one or more line items are over budget and another one or more line items are under budget.

- **Budget changes up to 10% of the original line budget:** You do not need to receive any approval for these changes. Simply report your expenses on the following financial report(s).
- **Budget changes of 10.01% and up:** You must receive approval from your Preservation Specialist before this change is allowed. Complete the [SHF Contingency Use and Budget Revision Form](#). You will receive a Revised Exhibit B: Budget documenting the approved modification.

It is essential that you maintain close contact with the assigned Preservation Specialist throughout the term of your project.

HOW TO REQUEST AN AWARD MODIFICATION FOR TIME AND/OR SCOPE OF WORK

As soon as you think you may need to extend your project beyond the initial 24 months or modify the Scope of Work, contact your Preservation Specialist.

TIME EXTENSION

A written or emailed request must be received by SHF at least sixty (60) days prior to Award End Date. The request must address all of the following:

- Progress of the project to date
- The reason an extension is needed
- The steps your organization will take to ensure the project will be completed within the extended contract term
- A revised project completion timeline with dates for remaining deliverables

SCOPE OF WORK

The SHF grant program only allows **reductions** in scope of work. This may happen when it's discovered one task costs substantially more than estimated. To prevent the entire project from going over budget, a scope of work task may be eliminated and its budget reallocated or the grant total reduced. Contact your Preservation Specialist as soon as possible to review the situation and receive verbal approval before proceeding with any scope or budget changes.

MODIFICATION PROCESS

Once a request is received, SHF staff will review the request. If approved, SHF will create and send to the GRC the appropriate revised exhibit(s) upon approval. If not approved, SHF may request additional information or notify GRC of the decision.

Staying Legal & Compliant

PROPERTY PROTECTIONS

SHF may place certain protections on properties receiving grant funds for physical work. Property protections guard the property against alterations following the completion of the project that would affect its historic character and are non-negotiable.

They come in the form of a **Letter of Agreement, Covenant, or Perpetual Easement**.

The protections require that any proposed changes to the property must be approved by SHF or the easement holding company before the changes are made.

Refer to your award email for any property protection requirements on your specific project.

A detailed information sheet on the specific requirement for your project is included with your award email. **Two copies of Exhibit E must be signed by the property owner, notarized for covenants, and mailed into SHF before we can execute your full award agreement.**

The period and form of agreements, covenants, and easements varies according to the type of owner (public or private) and the amount of cumulative grant funds the property has received for physical work from SHF. SHF follows the protocol outlined by the table below.

Type of Protection	Public Owners	Nonprofit Owners	Private Individuals & For Profit Owners
No Restrictions	State-owned property, Federally-owned property, Archaeological Sites (except projects for acquisitions) or Railroad rolling stock		
No Restrictions	Grants of \$10,000 or less	Grants of \$10,000 or less	Grants of \$10,000 or less
5-year Letter of Agreement	\$10,001-\$25,000	\$10,001-\$25,000	\$10,001-\$25,000
10-year Letter of Agreement	\$25,001-\$50,000	\$25,001-\$50,000	\$25,001-\$50,000
20-year Covenant	\$50,001 and over	\$50,001-\$100,000	\$50,001-\$100,000
30-year Covenant	N/A	\$100,001-\$150,000	N/A
40-year Covenant	N/A	\$150,001-\$200,000	N/A
50-year Covenant	N/A	\$200,001-\$250,000	N/A
Perpetual Easement	All acquisition grants	\$250,001 and over and all acquisition grants	\$100,001 and over and all acquisition grants

LETTER OF AGREEMENT (LOA) FOR PROPERTY

The LOA is binding award language that restricts actions undertaken on the property for a specific time period, usually five to ten years. The exact terms of the LOA can be found in Exhibit E of your award.

COVENANT

A covenant is a recorded document that applies to the land and binds the current and future property owners to restrictions regarding the actions undertaken on the property for a specific time period, usually between twenty and fifty years. SHF processes and records the covenant in the county where the property is located after we determine that no further changes to the contract are needed. The exact terms of the covenant can be found in Exhibit E of your award.

PERPETUAL EASEMENT

A perpetual easement is a recorded document that runs with the land and binds the current and future owners to restrictions regarding the actions undertaken on the property in perpetuity. The exact terms of the easement will be negotiated among the property owner, SHF,

and a qualified easement holding organization. SHF pays separately for the cost of establishing an easement, and that cost is added to the amount awarded to your project.

RECAPTURE PROVISION

In the event that the property is sold within five years after completion of the project and is owned by a business or individual, the following recapture provision shall apply to the property owner:

“If the property is sold within the first year after completion of the project, one-hundred percent (100%) of the funds awarded shall be returned to the State, with a twenty percent (20%) reduction per year thereafter.”

If you have additional questions, please contact our Property Protection Coordinator at (303) 866-2797.

PROCUREMENT

STATE RECOMMENDED GUIDELINES FOR PROCUREMENT

SHF is a State agency, and as such, it is paramount that transparency and a competitive process are used with State funds.

Open, competitive bidding generally ensures that your project does not violate the Conflict of Interest term of the award agreement. You may follow your organization's established procurement process for selecting Subcontractors. If your organization does not have an established procurement process, you may follow the State's Recommended Guidelines for Procurement detailed below:

Competitive bidding or Request for Proposals (RFPs) **are not required** for the following purchases:

- Acquisition of services, equipment, products or supplies using grant funds in the amount of \$25,000 or less
- Construction projects using grant funds in the amount of \$25,000 or less

Competitive bidding or RFPs **are required** for all other purchases. There are two ways to meet this requirement:

1. A process of obtaining documented quotes from at least two qualified vendors is acceptable for the following purchases:
 - Acquisition of services, equipment, products, or supplies using more than \$25,000 but less than \$150,000 in grant funds
 - Construction projects using more than \$25,000 but less than \$150,000

in grant funds

2. A formal competitive bidding or RFP process, including publication of notice in a newspaper of general circulation in the project area at least twice in a 30-day period, is required for all other purchases including the following:
 - Acquisition of services, equipment, products, or supplies using \$150,000 or more in grant funds
 - Construction projects using \$150,000 or more in grant funds

SELECTING A SUBCONTRACTOR

A set of standard qualifications for some professional consultants is published as *The Secretary of the Interior's Professional Qualification Standards (36CRF Part 61)*.

Consider these basic qualifications when selecting consultants and other Subcontractors to work on your project. Price is a basic factor to consider when selecting Subcontractors; however, you should not sacrifice quality for price. Remember that regardless of how you choose your professional consultants or construction Subcontractors, you, the Grantee, are contractually and financially responsible for the work performed, and this work must adhere to SHF guidelines.

You should require Labor and Material Payment Bonds and Performance Bonds of your Subcontractors. The Performance Bond is a statutory requirement (24-105-202) by State Law (CRS 38-26-105) and requires construction contracts of more than \$50,000 to deliver to the state, upon execution of the contract:

A payment bond executed by a surety company authorized to do business in this state for the protections of all persons supplying labor and material to the contract or its Subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to at least 50 percent of the price specified in the contract.

A performance bond, executed by a surety company authorized to do business in this state, in an amount equal to at least 50 percent of the price specified in the contract.

Subcontracts negotiated between you and your Subcontractor, or vendor, are not always covered by the SHF grant. Some expenses, like interest charged, are not eligible.

SUBCONTRACT CERTIFICATION

The [Subcontract Certification Form](#) is a grant Deliverable that provides verification that your Subcontractor(s) do not violate your SHF grant agreement, and gives you more control over the terms of your subcontracts while allowing you to obtain subcontracts that best support your project from start to finish.

The following is a list of criteria that must be included in a subcontract: *(This list of criteria is highlights items only specific SHF program and not meant to be a guide for all needed subcontract terms.)*

- The start and end dates of the subcontract are within the SHF award start and end dates.
 - No work will be or has been done outside of the start and end date of the subcontract, and therefore, no work will be or has been done outside of the start and end dates of the SHF award start and end dates.
- The Grantee and the Subcontractor are parties named to the subcontract.
 - If the Grantee is not a party to the contract, a copy of the Letter of Agreement (LOA) or a Memorandum of Understanding (MOU) between the Grantee and the contracting party must be included with the Subcontract Certification Form.
- The subcontract is signed by both parties.
- The amount for the subcontract is stated.
- The Subcontract is for work related to the SHF grant Scope of Work (Exhibit A).
 - To ease your financial reporting, we recommend that you ask your Subcontractor(s) to use a schedule of values and invoice items exactly as listed on the SHF grant Scope of Work and Budget tasks.
- The work covered by the subcontract must meet *The Secretary of the Interior's Standards for the Treatment of Historic Properties*.
- Invoices for work under the subcontract shall contain details, including either a calculation used to determine the value of the work OR a reference to the bid document containing the calculation(s) used to determine the value of work.
 - No lump sum bids, billing, or subcontracting is allowed.
- The Grantee retains all rights of use for

materials produced.

- Materials produced are not subject to copyright by the Subcontractor.
- Subcontractors may copyright materials, if they choose, however they must allow a Right of Use exception to both the grantee and, therefore, SHF.
- The Subcontract includes unauthorized immigrant language regarding HB 06-1343 and/ or HB06S-1023.
 - Also known as the Illegal Aliens Language. (See page 30 for more information)
- The subcontract includes General Liability, Workers' Compensation, and Automobile Liability (if applicable) insurance coverage held by subcontractor for damages and/or loss.

SPECIAL PROVISIONS TEXT

For Subcontractors hired with SHF funds, include the "Special Provisions" text provided below in all subcontract agreements.

The guidelines on this page are related to the SHF program and highlight only items specific to the SHF program. They are not meant to be a guide for all needed subcontract terms.

PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products

and services]

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS 8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of

Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

Also see the Office of State Controller website at www.colorado.gov/pacific/osc/contract-related-employment-laws for:

- *Guide for Contractors Participation in Department Program*
- *Notice of Participation in the Department Program*
- *Contractor Affirmation for the Department Program*

INSURANCE REQUIREMENTS

State regulations require your organization to carry Worker's Compensation, Employer's Liability (if you have employees), General Liability, and Automobile Insurance, if applicable.

Most governmental entities and nonprofit organizations carry this type of insurance. If the situations described below align with your circumstances, indicate as such. If the situations below do not apply to you, indicate "N/A." Potential Compliance Requirements include: Any organization with employees is required by state regulations to carry Workers'

Compensation and Employer's Liability Insurance.

State regulations require that your organization carry insurance covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

State regulations require that your organization carry Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

ILLEGAL ALIENS

All grants initiated on or after May 13, 2008, are required to comply with and implement State of Colorado CRS 8-17.5-101 & 102 (Illegal Aliens and Public Contracts for Service and Sole Proprietor). On the previous page you will find the full text of the paragraph as it will appear in all SHF grant awards. Please review and forward a copy to the appropriate area of your organization, such as the legal department.

What This Means for Your Organization

You may not:

- Knowingly employ or contract with an unauthorized immigrant to perform work under the public contract for services; or
- Enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or

contract with an unauthorized immigrant to perform work under the public contract for services.

Under CRS 8-17.5-101 (6) “Public contract for service” means any type of agreement, regardless of what the agreement may be called, e.g. letter of agreement, memorandum of understanding, approved bid, accepted proposal, service agreement.

What You Need To Do

The Contractor providing service to the State or political subdivision shall participate in either the E-Verify Program (National) or the Department Program (Colorado).

As a State grantee, you are required to submit documentation that indicates which program you use.

For Contractors using the E-Verify Program, there are no additional steps or actions to complete unless the award email states there may be other ways to comply.

If the Grantee participates in the Department Program, the Grantee must complete the following:

Complete the *Notice of Participation in the Department Program for Public Contracts for Services* notice form on the Colorado Division of Labor website at www.colorado.gov/pacific/sites/default/files/PCS-Contractor-Notice-Participation.pdf. You will find the notice form on this webpage under the section Department Program for Contractors. Select the option “Contractor Notice of Participation Form.”

Retain the original notice form and submit one copy by mail or in-person to the Division of Labor at 633 17th Street, Suite 200, Denver,

Colorado 80202-3660 and one copy with the award to the awarding State agency, which in this case is History Colorado.

Complete a “Contractor Affirmation for the Department Program” within 20 days after hiring each employee who is newly hired to perform work under the public contract for services. The Contractor shall affirm that it has examined the legal work statuses of such employee, retain file copies of documents required by 8 USC Sec 1324a, and not altered or falsified the employee’s identification documents. The affirmation is located at the Office of the State Controller (OSC) website: www.colorado.gov/pacific/sites/default/files/PCS-Contractor-Affirmation-Form.pdf.

Retain the original notarized affirmation and send a copy to the State agency, institution of higher education, or political subdivision listed in the contract. In this case, the State agency is History Colorado.

Retain copies of identity documents for each employee who is newly hired to perform work under the public contract for services.

CONFLICT OF INTEREST

A conflict of interest is a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity. A conflict of interest exists if a professional’s objectivity and independence of judgment might reasonably be questioned based on the professional’s financial or personal interests or relationships. A conflict of interest exists whether or not decisions are affected by a personal interest and requires only the potential for bias, not the likelihood.

The following serves to clarify how a conflict of interest is applied:

- No employee or member of a Board of the Grantee or SHF award party may perform or provide services for compensation, monetary or otherwise, to a consultant or consultant firm that has been retained by the Grantee under the authority of the award for the SHF project.
- Grant administrators cannot be hired as a Subcontractor to perform any other task, technically or otherwise, within this SHF project.
- No person, at any time, exercising any function or responsibility in connection with the project on behalf of the Grantee shall have or acquire any personal, financial, or economic interest, direct or indirect, that is materially affected by the contract, except to the extent that such person may receive compensation for this performance pursuant to the award.

A personal financial or economic interest includes, but is not limited to:

- Any business in which the person has a direct or indirect monetary interest
- Any real property in which the person has a direct or indirect monetary interest
- Any source of income, loans, or gifts received by or promised to the person within twelve (12) months prior to the execution date of the award
- Any business in which the person is a director, officer, general, limited partner, or trustee

If in doubt, err on the conservative side, as conflicts of interest can be real or perceived. A conflict of interest involves the abuse—actual, apparent, or potential—of the trust that people have in professionals.

COPYRIGHT: RIGHT OF USE/ OWNERSHIP OF PRODUCT

All copyrightable materials and/or submittals developed or produced under this contract are subject to a royalty-free, nonexclusive, and irrevocable license to History Colorado to reproduce, publish, display, perform, prepare derivative works, or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for History Colorado and/or SHF purposes.

PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE

In all publications and similar materials funded as part of your SHF grant project, a credit line shall be included that reads: “This project is / was paid for in part by a History Colorado State Historical Fund grant.” In addition, History Colorado reserves the right to require that the following sentence be included in any publication or similar material funded through this program: “The content and opinions contained herein do not necessarily reflect the views or policies of History Colorado.”

Also, a copy of any printed or digital materials (e.g. brochure, signage, press materials) that includes the public acknowledgement of funding source should be provided to SHF for file documentation.

Projects should also acknowledge State assistance by means of a temporary project sign or banner. Signs are distributed by your Preservation Specialist or are available upon request from our office.

FREQUENTLY ASKED QUESTIONS (FAQS)

Is it OK for me to go under Award with SHF before I've got all cash match in hand? I have pledges for the entire cash match, and I should receive the funds over the next few months.

If all or part of your cash match is a grant from a foundation or a federal agency, you must have the award letter in hand so that the award is confirmed and available for you to draw down from the award. If all or part of your cash match is cash donations, you must have the entire amount in hand and ready to be spent before your award agreement can be prepared. Pledges and promises do not suffice.

We're thinking of selling the property that is the subject of our grant project. Will that affect our grant?

Yes. Grant awards are made through a competitive process. Ownership and use of the property at the time of application is an important factor in determining whether or not the grant should be awarded. If you're already under contract with SHF, and then decide to sell your property before the project has been completed, you should be prepared to repay all funds already disbursed to you by SHF. If you represent a public entity or a nonprofit organization, you could wait until the project has

been completed and the grant has been closed out, and then transfer the property without having to pay back the grant, unless the recapture portion is specifically a term of your award and contract. But if you are a private owner or a for-profit corporation, you will still be required to pay back some or all of your grant award. If you are still interested in selling your property before the grant has been completed or the recapture period has run, write a formal request to SHF explaining the circumstances and requesting that this rule be waived. Waivers are rare and will never be given if it appears that you, as the seller, will be receiving any value in exchange for the grant itself.

We were able to get some of our work done for less than we expected, but other work ended up costing more than we planned. Can we just go ahead and use the grant funds to pay these bills as long as the total costs are still about the same?

Per SHF policy and award language, Contractors may make minor adjustments in the way budget funds are spent, but only if no Project Budget line item is increased or decreased by more than 10 percent. Changes in excess of 10 percent on any single Project Budget line item require prior written authorization from the Preservation Specialist. Changes of 25 percent or more of the original line item of a line item require prior written

authorization from the Preservation Specialist and Contracts Officer and will trigger the need for a grant agreement option letter or grant award Revised Exhibit B.

What if we need an archaeologist?

If your project requires archaeological monitoring, you must plan for it during the application phase. Archaeological monitoring should be included in your Scope of Work and Project Budget, and an archaeological monitoring report will be one of your project Deliverables. If you have not planned for archaeological monitoring in your fully executed Project Budget and Scope of Work, SHF cannot pay for the service. As the Contractor, it is your responsibility to pay for archaeological monitoring if it is not in the budget.

What if we started the project before we fully executed a contract with SHF?

Work performed outside the SHF contract period cannot be included on the financial report either as grant fund or cash match. SHF will not pay for expenses made prior to the contract period.

If we finished our project under budget, do we get the full award amount anyway?

No. Any cost savings will be shared between SHF and the Contractor on a pro rata basis. This means if the Grant Award % in Exhibit B is 75 percent, SHF will pay for 75 percent of the total project costs and Cash match will cover the remaining 25%. The remaining grant award balance gets returned to the pot for the next grant round.

If our contract expires next week, can we get an extension?

No. All requests for a contract extension must be received no later than sixty (60) days prior to the expiration date.

If our consultant or Subcontractor charges a flat fee, is that OK?

No. Invoices must contain a calculation or reference a bid document that contains a calculation that shows how the invoice amount has been derived.

If our organization thinks this project is too much for us to handle, what do we do?

If you are not under contract, you may find a capable alternate Contractor to complete the project. If you are under contract, contact your Preservation Specialist immediately to discuss the situation. SHF staff can help you determine your options.

Can my architect or their staff act as the grant administrator?

No. The grant administrator cannot have other financial interests in the project. You must maintain a separation of duties to avoid conflict of interest.

Do I submit both Payment Request/Financial Report and Financial Reporting System forms for a payment?

No. You can use either/or. They are the same document, but one is in Word form and the other is Excel.

NOTES

INDEX—

A

Audit, 20

B

Bidding, 27

Budget, 10, 12, 13, 16,
 Modifications, 23

C

Cash Match, 20

Conflict of Interest, 27, 31

Contingency, 23

Copyright, 32

Covenant, 8, 9, 25, 26

D

Deliverable, 12, 13, 14

E

E-Verify,

Easement, 8, 9, 25, 26

Expenses— Eligible, 18, Non-eligible, 19

G

Grant Administration, 20, 21, 22

I

Illegal Aliens, 30

Indirect Costs, 20-22

Insurance, 30

L

Letter of Agreement, 8, 9, 25, 26

P

Payment, 12, 13, 15, 17

 Requests, 15

 Schedule, 13

Procurement, 27

Progress Reports, 12, 13

Project Number, 7

R

Recapture Provision, 26, 35

Repayment, 21

S

Savings, 20, 34

Scope of Work, 10, 12, 13,
 Modification, 24

Signature Authority, 7

Submittals, 12

T

Travel Rates, 18



1200 Broadway
Denver, Colorado 80203

HistoryColorado.org