

# Historic Preservation Fund Development Grant Program 2023 Application Guidelines

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Annually, the State Historical Society of North Dakota (SHSND) receives federal funds for the identification, evaluation, and preservation of cultural resources. As part of this annual appropriation of federal funds, the Society is obligating \$150,000 toward preservation, restoration, and rehabilitation of projects for the National Register listed properties.

Interested owners of National Register listed properties that have a project they wish to be considered for an award should thoroughly read the guidelines and submit an application to the SHSND. The completed application must be accepted (not postmarked) at the SHSND by 5 pm on Tuesday, October 31, 2023.

**Only properties listed in the National Register of Historic Places are eligible for a Historic Preservation Fund Grant. The property must have maintained its historic integrity to be considered for these funds.**

## AMOUNT OF AWARDS

Qualified persons may apply for a grant of any amount up to and including \$50,000.

A non-federal cash match of at least 50% is required. Grant fund can only be used for a maximum of 50% of the total project cost. The total project cost includes the grant funds and the cash match.

## WHO QUALIFIES

Owners of property in North Dakota that is listed on the National Register of Historic Places.

This includes:

- Private citizens
- Non-Profit organizations
- Educational institutions
- Federally recognized Indian Tribes
- Governmental entities
- Owners of land containing a National Register archeological site
- Owners of a contributing property within a National Register Listed District

## WHO DOES NOT QUALIFY

- Owners of religious property.
  - Property currently owned by and used for religious organizations may qualify for pre-development funds which include funding for pre-construction planning and drawings.
- Owners who objected to the National Register listing of the property.
- Owners whose mortgage holders will not agree to sign the contract and covenant.
- Owners of National Register listed property only but not the land the property is on unless the landowner agrees to sign the contract as well.
- Owners of property that is at risk of being moved.
- Owners of property that has lost enough historical integrity to make it no longer eligible for listing.
- Projects that have been started or completed prior to the awarding of the grant.

## WHAT QUALIFIES

The following types of development projects are eligible for grant funding:

**Preservation and restoration** includes process of applying measures necessary to sustain the existing form, integrity, and materials of a historic property, including preliminary measures to protect and stabilize the property. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make the property functional is appropriate within a preservation project. This category also includes the restoration of a property to a specific, significant point in its history.

**Rehabilitation** is the process of repairing or altering a property to make efficient contemporary use of it while sensitively preserving the features of the property, which are significant to its historical, architectural, and cultural values.

**Pre-development** projects provide the historical, architectural, and archeological research necessary to properly and adequately document both the historic significance and the existing physical condition of the materials and features of a property or site. Pre-development work must be performed to ensure projects are historically appropriate.

Routine maintenance is not an allowable expense as a standalone project. Routine maintenance includes painting, refinishing and cleaning.

All work must be approved in advance by the SHSND and must comply with the statutes regarding construction, local building codes, and the Secretary of Interior's Standards for Treatment of Historic Properties as well as federal safety regulations. Attachment 3 of the guidelines provides a brief explanation of the Secretary's standards and Attachment 8 provides a list of past projects. For further information or project specific standards please contact the SHSND or the following web links:

**Secretary of the Interior's Standards for the Treatment of Historic Properties**  
<https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm>

**Preservation Briefs** provide guidance on preserving, rehabilitating and restoring historic buildings. Hard copies of the Briefs are available upon request from the SHSND.  
<https://www.nps.gov/orgs/1739/preservation-briefs.htm>

## **MATCHING FUNDS**

Historic Preservation Fund Grants require a minimum 50/50 cash match. The match cannot be from another source of federal funds. Exceptions to this are Community Development Block Grants; however, other restrictions may apply. Please check with the Grants & Contracts Officer if match will be from a federal source.

## **HOW TO APPLY**

Submit one copy of the application, including photos to the SHSND by 5 pm on Tuesday, October 31, 2023. Applications can be submitted electronically or paper copy. Incomplete or late applications will not be considered. Applications, including photos will not be returned to the applicant.

A complete application will have the following sections:

1. **Application form** (Attachment 2) must be completed and attached to the cover of the application. Do not use a cover sheet over the application form.
2. The **narrative** should include 3 clear and concise sections:

**Section One:** Detail the existing physical conditions of the property. Describe the work needed and why it is needed. Include how the property is currently used or proposed uses once the work is complete. We need to know why the project is important. Detail what historic materials will be altered by the proposed work and any replacement materials that will be used. If this is a phase of a larger project, please provide the master plan for the project.

**Section Two:** Describe the treatment chosen for the project and the reasoning behind the choice. Treatment choices include preservation, restoration, rehabilitation or pre-development. If pursuing a restoration project, the historic written and photographic documentation on which the project is based should be provided.

**Section Three:** Detail the work to be done on the building or site. Include

materials to be used in the project, who will be doing the work (professional, contractor, property owner or volunteers). If the work is to be completed by non professionals, include their qualifications. If products other than the building work will be produced (histories, architectural plans or drawings), please list them. If lead-based paint or asbestos is known to be present or suspected of being present, and the project may disturb the hazardous materials, please note where they exist, by what means their presence will be further identified, and plans to avoid, mitigate, or remove the hazard. The FURTHER INFORMATION section provides more information on these hazards.

3. Current **photographs** of the property must be included with the application. Clear, good quality photo of the entire building from foundation to chimney on all four sides must be included. Detailed close-up photos of the project area must also be submitted. Copies of historic photos must be included for a restoration project.
4. The **budget** must include details on each line item and needs to include all major work elements. The line items should equal the total project cost (the federal grant and the cash match). The basis for the estimated cost of work must be explained. Copies of professional estimates need to be provided to verify budget figures. The sources of the cash match needs to be provided (city funds, personal funds, grants, etc.). The following items may be included in the budget:
  - a. The required acknowledgement sign which must be a minimum of 4 square feet (2' x 2'). The sign must be posted prior to work beginning and visible throughout the construction project. The exact phrasing will be included in the contract.
  - b. Photos of the finished project. Post project photos are required to be submitted with the final report.
  - c. Architectural or engineering plans
  - d. Cost of a lead-based paint and/or asbestos risk assessment or inspection.

Miscellaneous or contingency budget categories are not acceptable.

5. A **timeline** detailing expected completion dates for each phase of the project is required. Applications selected for funding will be contacted in early January 2024. The proposed project must be completed by September 30, 2025. Work completed prior to contracting or after the deadline will not be eligible for grant funds. Please keep in mind, work may not begin on a project until the contract has been signed with the SHSND.
6. Assurances – Construction Programs (Attachment 5) must be completed, signed, and returned with the application.

## **DEADLINES**

All applications must be received at the State Historical Society of North Dakota Office in Bismarck before 5:00 pm on Tuesday, October 31, 2023.

## **SELECTION CRITERIA**

The applications will be reviewed and rated based on four major categories:

- Quality of the application
- Need for the work, preference is given to public buildings
- Impact on the historic preservation program
- Compliance with the Secretary of the Interior's Standards

## **Unique Entity Identification (UEI)**

Historic Preservation Fund grant awardees will be required to have a Unique Entity Identification (UEI). The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.

If you need to apply for a UEI, please see this link for more information

<https://sam.gov/content/duns-uei>

## ADDITIONAL INFORMATION

Applications selected for grant funding will be required to sign a contract with the SHSND. The contract will include the budget, timeline, scope of work and other specific requirements to the project.

Detailed drawings or plans of proposed work, if requested, must be submitted to the SHSND for approval prior to contract signing.

All work must be approved in advance by the SHSND. A site inspection of work will be made by SHSND staff to assure compliance with the contract. The owner will be required to make any changes the SHSND requires prior to payment of grant funds.

If awarded funds, federal and state procurement regulations must be followed to obtain materials or services. See Attachment 6 for details of regulations.

A **lead-based paint and/or asbestos inspection or risk assessment** may be required by law for the project. A list of qualified inspectors and basic information can be found in Attachment 4. To determine if the project will need a lead paint or asbestos inspection and the cost, call one of the inspectors listed. More information can be found at the ND Department of Health's Air Quality website, <https://deq.nd.gov/WM/Lead/renovation.aspx> or call 701-328-5188.

Upon completion of the project and before payment of grant funds, a historic preservation covenant must be signed by the property owner and the SHSND. The covenant will require the property owner to assume the cost of continued maintenance and repair to preserve the integrity of the property for a minimum of ten years. A sample of the covenant is provided with the application guidelines (see Attachment 8).

Payment of grant fund is done by reimbursement. Payment will not be made until the project work is completed and approved by the SHSND. Receipts and other appropriate documentation must be submitted with the reimbursement request.

Completed work must generally be available for public viewing. If the project involves exterior work that cannot be viewed from a public right of way or the project work was on the interior of the structure, the property must be made available for viewing at least 12 days a year on an equally spaced basis and must publish a notice in the local newspaper announcing days and times for the public viewing. If the project involves only exterior work and is clearly visible from a public right of way, public access to the property is not required. If the project involves interior work on structural or mechanical systems only, not public access is required.

The SHSND reserves the right to reject any and all applications.

Submit application to:

Amy Munson  
Grants & Contracts Officer  
State Historical Society of North Dakota  
Historic Preservation Division  
612 East Boulevard Avenue  
Bismarck, ND 58505

Phone: 701-328-3573

E-mail: [amunson@nd.gov](mailto:amunson@nd.gov)

<b>Attachment 1</b>	Application Checklist
<b>Attachment 2</b>	Application Form
<b>Attachment 3</b>	Historic Preservation Treatment
<b>Attachment 4</b>	Approved Lead-based paint firms in North Dakota
<b>Attachment 5</b>	Assurances Construction Programs
<b>Attachment 6</b>	Federal Procurement Standards
<b>Attachment 7</b>	Past Historic Preservation Grant projects
<b>Attachment 98</b>	Sample covenant

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or disability. Any person who believes she or he has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U. S. Department of the Interior, National Park Service, P. O. Box 37127, Washington, D.C. 20013-7127.

# APPLICATION CHECKLIST

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- Application Form**, completed and signed (Attachment 2)
- Narrative** Detailing existing physical condition, historic preservation treatment, and information on the work to be done.
- Budget**, detailed line-item budget with justification
- Timeline**, include beginning and ending dates, with checkpoints in between.
- Assurances for Construction Programs**, completed and signed (Attachment 5)
- Photographs** of all four sides of the building, plus details of the project area. Photos should be sleeved or attached to each application packet.
- Historic drawings, photos, or research** should be included for restoration projects.
- Electronic Submission Requirements**
  - Must be submitted as a single pdf including photo.
  - Submit via email to: [amunson@nd.gov](mailto:amunson@nd.gov)
- Paper Submission Requirements**
  - One copy, single sided, 8.5 x 11" paper
  - Do not individually sleeve pages.

APPLICATIONS MUST BE RECEIVED  
BY THE STATE HISTORICAL SOCIETY  
BY 5 PM **TUESDAY, OCTOBER 31, 2023**



**HISTORIC PRESERVATION FUND GRANT APPLICATION FORM**

CONTACT PERSON: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

Federal UEI: \_\_\_\_\_

 Do not currently have a UEI but will apply if awarded grant.

NAME &amp; LOCATION OF NATIONAL REGISTER PROJECT SITE:

\_\_\_\_\_

\_\_\_\_\_  
Physical Address\_\_\_\_\_  
City, State\_\_\_\_\_  
County

OWNER'S NAME: \_\_\_\_\_

IS THIS PROPERTY MORTGAGED? \_\_\_\_\_

PROJECT PERIOD: Beginning Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

FEDERAL FUNDS REQUESTED \_\_\_\_\_

CASH MATCH \_\_\_\_\_

TOTAL PROJECT COST: \_\_\_\_\_

I certify that I have read the Society's Historic Preservation Fund Development Grant Guidelines and do understand the terms and conditions relating to the use of HPF grant funds. I understand that I may not proceed with any project work for which reimbursement is expected until I sign a contract with the State Historical Society of North Dakota and receive written notification from the State Historical Society of North Dakota to begin. I also certify that I, or the organization I represent, have sufficient resources to satisfy the proposed matching share.

\_\_\_\_\_  
Applicant Signature\_\_\_\_\_  
Title\_\_\_\_\_  
Date

## Choosing an appropriate treatment for a historic building or landscape is critical

- **Preservation** focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.
- **Rehabilitation** acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character.
- **Restoration** depicts a property at a particular period of time in its history, while removing evidence of other periods.

The choice of treatment depends on a variety of factors, including the property's historical significance, physical condition, proposed use, and intended interpretation. Historic buildings are used as an example below. The decision-making process would be similar for other property types.

### **Relative importance in history**

Is the building nationally significant? Is it a rare survivor or the work of a master architect or craftsman? Did an important event take place in it? National Historic Landmarks, designated for their "exceptional significance in American history," or many buildings individually listed in the National Register often warrant Preservation or Restoration. Buildings that contribute to the significance of a historic district but are not individually listed in the National Register more frequently undergo Rehabilitation for a compatible new use.

### **Physical condition**

What is the existing condition, or degree of material integrity, of the building prior to work? Has the original form survived largely intact or has it been altered over time? Are the alterations an important part of the building's history? Preservation may be appropriate if distinctive materials, features, and spaces are essentially intact and convey the building's historical significance. If the building requires more extensive repair and replacement, or if alterations or additions are necessary for a new use, then Rehabilitation is probably the most appropriate treatment.

### **Proposed use**

An essential, practical question to ask is: Will the building be used as it was historically, or will it be given a new use? Many historic buildings can be adapted for new uses without seriously damaging their historic character. However, special-use properties such as grain silos, forts, ice houses, or windmills may be extremely difficult to adapt to new uses without major intervention and a resulting loss of historic character and even integrity.

## **Mandated code requirements**

Regardless of the treatment, code requirements will need to be taken into consideration. But if hastily or poorly designed, code-required work may jeopardize a building's materials as well as its historic character. Thus, if a building needs to be seismically upgraded, modifications to the historic appearance should be minimal. Abatement of lead paint and asbestos within historic buildings requires particular care if important historic finishes are not to be adversely affected. Finally, alterations and new construction needed to meet accessibility requirements under the Americans with Disabilities Act of 1990 should be designed to minimize material loss and visual change to a historic building.

## **Key Ideas in the Standards**

### **Standards for Preservation**

1. Use the property as it was used historically or find a new use that maximizes retention of distinctive features.
2. Preserve the historic character (continuum of property's history).
3. Stabilize, consolidate, and conserve existing historic materials.
4. Replace minimum amount of fabric necessary and in kind (match materials).

### **Standards for Rehabilitation**

1. Use the property as it was used historically or find a new use that requires minimal change to distinctive features.
2. Preserve the historic character (continuum of property's history).
3. Do not make changes that falsify the historical development.
4. Repair deteriorated historic materials and features. Replace a severely deteriorated feature, using to the greatest extent possible, matching new materials.
5. New additions and alterations should not destroy historic materials or character. New work should be visually compatible from the old, yet be differentiated from it, e.g., the form, features, and detailing of the historic building should not be replicated in the new work.

### **Standards for Restoration**

1. Use the property as it was historically or find a new use that reflects the property's restoration period.
2. Remove features from other periods, but document them first.
3. Stabilize, consolidate, and conserve features from the restoration period.
4. Replace a severely deteriorated feature from the restoration period with a matching feature (limited substitute materials may be used).
5. Replace missing features from the restoration period based on documentation and physical evidence. Do not make changes that mix periods and falsify history to create a "hybrid" building. Do not execute a design that was never built.

**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i)

any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE

## FEDERAL PROCUREMENT STANDARDS

This is a brief overview of the required Federal procurement standards.

### Selection Procedures

All procurement transactions, without regard to the method of procurement or dollar value, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition.

Solicitations of offers, whether by sealed bid or small purchase method, shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features which unduly restrict competition. Solicitations must also set forth all requirements which offer or must fulfill and all other factors in evaluating bids or proposals, such as a deadline for completion of project work.

Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Contract awards shall not be made to a contractor who has developed or has drafted bid specifications, requirements, and a statement of work or an invitation for bids.

### METHOD OF PROCUREMENT

*(If any State funding is used in the project, lower thresholds may apply)*

#### **Micro Purchasing Procedures: up to \$10,000**

Micro Purchases, up to \$10,000, may be solicited without soliciting competitive quotes.

#### **Small Purchasing Procedures: Between \$10,000 and \$250,000**

Small purchases are simple, informal methods used for the procurement of services, supplies, or other material costing in the aggregate between \$10,000 and \$250,000. An adequate number (usually 3) of price or rate quotations shall be obtained from qualified sources to assure competition.

#### **Competitive Sealed Bids (formal advertising) \$250,000 and above**

Sealed bids are publicly solicited. A firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price and most advantageous to the grantee considering price, discounts, transportation costs, taxes, and the Contractor's

ability to fulfill the contract.

Procurement through competitive sealed bids shall satisfy all of the following:

1. Invitations for bid shall be publicly advertised 20-30 calendar days prior to the date set for opening of bids.
2. The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation.
3. All bids shall be opened publicly at the time and place stated in the invitation for bids.
4. A firm fixed-price contract award shall be made to that responsible bidder whose bid, conforming to the invitation for bids, is lowest.
5. Any and all bids may be rejected when there are sound documented business reasons for doing so. If all bids are rejected as too costly and the scope of work is then substantially altered, the work must be re-advertised.
6. The formal advertisement must state that Federal funds are involved and that compliance with all applicable Federal, State, and local laws, rules and regulations is required.

#### **CONTRACT PRICING PROHIBITIONS**

A cost-plus-a-percentage-of-cost method of contracting shall not be used when awarding contracts and sub agreements with HPF grant funds.

#### **PROCUREMENT RECORDS**

Whether formally advertised or negotiated, the grant recipient must provide documents to the Society supporting all procurements involving federal funds. This documentation must include, at a minimum, the names of the persons/firms bidding, the amount of the bids, the person/firm selected, and the reason for the selection.

### **Historic Preservation Fund Grant projects in North Dakota**

This list is intended to provide an idea of the types of projects eligible for grant funding. It is not comprehensive. If you are unsure that your project will qualify for grant funding, please call the State Historical Society for more information.

- 28 Conklin Ave, Grand Forks - Exterior masonry, rehabilitation back porches and 2 windows.
- 808 Belmont Road, Grand Forks - Restoration of front porch.
- Dickey County Courthouse, Ellendale - Basement slab replacement and moisture mitigation work.
- Emmons County Courthouse, Linton - Rehabilitation of sandstone stairs and window sills.
- Masonic Temple, Devils Lake – Exterior door replacement.
- Pi Beta Phi House, 409 Cambridge Street, Grand Forks – Tuckpointing and roof repairs.
- Casselton Heritage Center, Casselton - Rehabilitation of stained glass windows.
- Ellendale Opera House, Ellendale - Main level sub floor rehabilitation.
- Lander House, Grand Forks - Front porch rehabilitation.
- Pi Beta Phi House, Grand Forks – Tuckpointing.
- Sheriff's House Museum, Devils Lake - Roof replacement.
- Empire Arts Center, Grand Forks, Window repairs and replacement.
- James Memorial Building, Williston, Window repairs and replacement.
- Pi Beta Phi House, Grand Forks, Re shingle roof.
- Valley City County Public Library, Valley City, Tuckpointing.



Sample Historic Preservation Covenant  
for a Historic Preservation Fund Grant to a Historic Subject Property

**INTRODUCTION.** This conservation easement agreement is made the *Date* day of *Month*, 20 *Year*, between *Organization*, as GRANTOR of a conservation easement (hereafter referred to as the “Grantor”), and the *State Historic Preservation Office/Other*, as GRANTEE of the conservation easement (hereafter referred to as the “Grantee”). This conservation easement agreement is entered under *State Law/Regulation* for the purpose of preserving the *Name of Subject Property*, a building that is important culturally, historically, and/or architecturally.

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

photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Subject Property.

3. *Duty to maintain the Subject Property.* The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places (or a Subject Property contributing to the significance of a National Register listed Historic District) throughout the effective date of this Easement.
4. *Restrictions on activities that would affect historically significant components of the Subject Property.* The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit "B." Exterior construction materials, architectural details, form, fenestration, scale, and mass should not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").
5. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's applicable *Standards for Archeology and Historic Preservation*.
6. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.
7. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
8. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However,

in the case of any natural or man-made disaster or imminent endangerment to the Subject Property the easement holder shall be granted access to the Subject Property with no prior notice.

9. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee (*or State Historic Preservation Office if another organization is holding the easement*).
10. *Easement shall run with the land; conditions on conveyance.* This conservation easement shall run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.
11. *Casualty Damage or Destruction.* 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 Grantor 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. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the Grantor 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 Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register (*or the SHPO if the Grantee is not the State*) in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the Subject Property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government.
12. *Enforcement.* The Grantee shall have the right to prevent and correct violations of the terms of this conservation easement. If the Grantee, upon inspection of the

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

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

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument. In witness whereof, Grantor and Grantee have set their hands under seal on the days and year set forth below.

Grantor: *Name of Grantor*  
By: *Name of Individual*  
*Name and Title*

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, S.S.

On this *Date* day of *Month*, 20 *Year*, before me the undersigned, a Notary Public for said State, personally appeared *Name of Person*, to me personally known, who stated that he is *Title and Organization*, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

*Signature of Notary*

NOTARY PUBLIC

Grantee: *Name of Grantee*  
By: *Name of Individual*  
*Name and Title*

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, S.S.

On the *Date* day of *Month*, 20 *Year*, before me, a Notary Public for said State, personally appeared *Name of Person*, who stated that he is the duly appointed and actively serving *Title and Organization*, and that he executed the foregoing conservation easement agreement as his voluntary act and as the voluntary act of the *State Historic Preservation Office [or other organization]*.

*Signature of Notary*

NOTARY PUBLIC

## **Exhibit A to the Conservation Easement Agreement**

*Legal description of the Subject Property as found in the property deed*

## **Exhibit B to the Conservation Easement Agreement**

### **Baseline Documentation**

#### **Subject Property Name, City, State**

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of *Subject Property name*. Also current photo documentation and the narrative of the National Register nomination must be attached to the baseline documentation.

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

- Insert list of character-defining interior spaces

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

- Insert list of character-defining exterior spaces

## Exhibit C to Conservation Easement Agreement

### Written Documentation of the Signatories' Authority to Sign for and Legally Bind their Organization

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

RESOLVED, that *INSERT GRANTOR NAME HERE*, a *INSERT STATE* non-profit corporation [change as appropriate] (the “Grantor”) shall execute a conservation easement with *INSERT GRANTEE NAME HERE*, the *INSERT STATE* State Historic Preservation Office (the “Grantee”). This conservation easement will be entered under *STATE LAW/REGULATION* for the purpose of preserving the *NAME OF SUBJECT PROPERTY*, a building that is important culturally, historically, and architecturally.

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

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

Date: *Date*

By: *INSERT GRANTOR NAME HERE*

By: *Chairman's Signature*

*INSERT CHAIRMAN'S NAME HERE*, Chairman