

**STATE OF NEW JERSEY  
GRANT AGREEMENT PROVISIONS BETWEEN  
THE NEW JERSEY HISTORIC TRUST  
AND**

**«General Mailing List Organization»**  
(Grantee)

**«Year».«Type»«Order»**  
(Grant Number)

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- B. APPROVED PROJECT BUDGET
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- D-1. SCOPE OF WORK
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**BIBLIOGRAPHY**

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

**STATE OF NEW JERSEY  
NEW JERSEY HISTORIC TRUST**

**GENERAL TERMS AND CONDITIONS**

**I. Grant Award Data and Signatures**

**GRANTEE**

Organization Name: «General\_Mailing\_List\_Organization»  
Address: «Address1»  
«Address2»  
«City», «Actual\_Applicants\_State» «Zip»

Chief Financial Officer: «CFO»

Tax I.D. #: «ID»

**NJHT PROJECT NUMBER** «Year».«Type»«Order»

**GRANTING ORGANIZATION**

Department, Division Name: New Jersey Historic Trust  
Department of Community Affairs  
Mailing Address: P.O. Box 457  
Trenton, New Jersey 08625-0457

**GRANT AMOUNT**

Total Grant Amount: «Evaluator\_Award»

**MATCHING FUNDS**

Matching share provided by Grantee: «Matching\_Fund»

If Federal funds are used as matching dollars, give CFDA Account #: «CFDA»

*The effective date of the Grant is the date the document is countersigned by the Trust:*

**TIME FRAME**

<b>Work Period Commencement Date:</b> «WP_Commence»	<b>Work Period Expiration Date:</b> «WP_Expiration»
<b>Agreement Commencement Date:</b> «AP_Commence»	<b>Agreement Expiration Date:</b> «AP_Expiration»

**SCOPE OF WORK FUNDED BY GRANT:**

The «Scope».

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

**PROJECT PROPERTY LOCATION**

Common name of property: «Property\_Name»

Street Address: «Property\_Address»

City: «Property\_City» State: New Jersey Zip: «Property\_Zip»

**PURPOSE** Grant Program to be funded: Preserve New Jersey Historic Preservation Fund administered by the New Jersey Historic Trust.

Statutory Authority of the Grant Program: NJSA 13: 8 C-1 et seq. and NJAC 15:34.

**PROGRAM SPECIFICATIONS**

Grantee hereby agrees to perform the work described in the specifications attached hereto as Attachments D-1 and D-2 Scope of Work/Special Requirements, in the manner and upon the terms therein specified. Attachments D-1 and D-2, and all other Attachments are hereby fully incorporated and made a part of this grant in all particulars.

**SIGNATURES**

*APPROVED BY NEW JERSEY HISTORIC TRUST:*

By: \_\_\_\_\_  
*Signature*  
Dorothy P. Guzzo

Title: Executive Director, NJHT

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

Title: DCA Grant Officer

Date: \_\_\_\_\_

*ACCEPTED AND AGREED (Grantee/Organization):*

*CERTIFIED BY (Grantee/Organization's  
Government Clerk, Board Secretary, or Notary Public):*

By: \_\_\_\_\_  
*signature*  
«GA\_auth\_sig»

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*signature*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

### **II. Compliance with Existing Laws and Policies**

The Grantee, in order to induce the New Jersey Historic Trust, hereafter "The Trust", to award this Grant Agreement, agrees in the performance of this Grant Agreement to comply with all federal, state, and municipal laws, rules, regulations and written policies generally applicable to the activities in which Grantee is engaged in the performance of this Grant Agreement, regardless by whom specific activities are performed. Failure to comply with these laws, rules, regulations or policies is grounds for termination of this agreement. Laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., is made a part of this Grant Agreement for grantees who are government agencies. The Grantee's signature on the proposal is its guarantee that neither it nor any subcontractors it employs to perform the work covered by this proposal in a public works project are listed or are on record in the Office of the Commissioner, Department of Labor, as one who has failed to pay prevailing wages in accordance with the provisions of this Act.
- B. The New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., is made a part of this Grant Agreement for grantees who are government agencies. The Grantee's signature on the proposal is its guarantee that all subcontractors it employs to perform the work covered by this proposal in a public works project are registered pursuant to the Act with the Division of Wage and Hour Compliance within the Department of Labor.
- C. The New Jersey State Contracts Law, N.J.S.A. 52:32-1 et seq., is made part of this agreement; and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. is made a part of this agreement for grantees who are government agencies.
- D. The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5.31 et seq., and N.J.A.C. 17:27-1.1 et seq., are made part of this Grant Agreement. In addition the Grantee agrees to comply with the requirements of Section XX, "Nondiscrimination and Affirmative Action," of this Grant Agreement.
- E. The New Jersey Charitable Registration and Investigation Act, N.J.S.A 45:17A-18 et seq. is made part of this Grant Agreement for grantees other than government agencies. Fundraising activities performed by nonprofit organizations or their consultants are subject to the provisions of this Act. Grantees must be either registered with the New Jersey Attorney General as a charitable organization or in receipt of an exemption letter from the New Jersey Department of Law and Public Safety, Division of Consumer Affairs.
- F. The New Jersey State Treasury Circular Letter 93-05, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, is hereby incorporated by reference as part of this agreement.
- G. The New Jersey State Treasury's Single Audit Policy Guide for Non-Profit Subrecipients and Independent Auditors is hereby incorporated by reference as part of this agreement.
- H. The following documents issued by the United States and the State of New Jersey are incorporated by reference as standards and procedures used by the Trust with respect to this grant and the work funded by the Trust more particularly described in Attachment D-1 and made part of this agreement:
  - OMB Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State and Local Governments; Non-Profit Organizations, respectively)
  - OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively)

- OMB Circulars A-128 and A-133 (Audits: State and Local Governments; Institutions and Other Non-Profit Institutions, respectively)
- 40 CFR 31 (Common Rule)
- Directory of Generally Applicable Requirements and Administrative Management Standards for Federal Assistance
- Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised)
- Garden State Preservation Trust Fund Historic Preservation Grant Program Rules: N.J.A.C. 15:34
- *Secretary of the Interior's Standards for the Treatment of Historic Properties*
- New Jersey Register of Historic Places Act: N.J.S.A. 13:1B-15.128 et seq.

### III. Insurance

The Grantee must maintain in force for the term of this Grant Agreement the following minimum types and levels of coverage. These coverages are to be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Trust. Unless current documentation is already on file with the Trust, the Grantee must submit certificates of insurance and/or documentation of self-insurance to the Trust. No payments may be made under this Grant Agreement until acceptable documentation of insurance coverage is received. Each certificate must certify that coverage is not to be canceled for any reason except after 30 days written notice to the Trust. Each certificate shall also name the New Jersey Historic Trust and Trust employees, as well as the State of New Jersey and State employees, as additional insured to the fullest possible extent of the coverage. The minimum required coverages are:

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which must not be circumscribed by any endorsements limiting the breadth of the coverage. The policy must include an endorsement for contractual liability and must include the State of New Jersey as an additional insured. The policy must also include an endorsement for products liability. Limits of liability must not be less than \$500,000 per person and \$1 million per occurrence for personal injury liability and \$250,000 per occurrence for property damage liability.
2. Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$500,000 per person and \$1 million per occurrence for property damage liability.
3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability insurance with a limit of not less than \$100,000.

### IV. Indemnification

The Grantee is to keep, save, and hold the New Jersey Historic Trust and the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with this grant which results from any acts or omissions, including negligence or malpractice, of any of Grantee's officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's liability under this agreement continues after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

### V. Assignments and Subcontracts

- A. All consultants, contractors and subcontractors who perform work under the provisions of this proposal are subcontractors to the Grantee. As a condition of the Trust's approval of a subcontractor and prior to any payments by the Trust for subcontracted work, the Grantee must secure from the subcontractor and submit to the Trust an executed copy of the "subcontractor certification," Attachment F. Subcontractor certification is not required for work funded by this grant which was contracted prior to the execution of this contract.
- B. All consultants, contractors, and subcontractors must be approved in advance by the Trust to ensure that they are acceptable and qualified.
  - 1. Advance approval is intended to ensure that consultants, contractors, and subcontractors are qualified and will be able to complete the work in the time permitted and for the amount budgeted.
  - 2. Advance approval must be secured before contracts are executed and before all competing bids are rejected. The Trust requires the Grantee to prequalify contractors prior to the solicitation of bids. The Grantee must submit qualifications of consultants, contractors, and subcontractors (e.g. resumes, references, examples of previous work on historic properties). The Trust will provide written notification if any consultant, contractor, or subcontractor is not acceptable.
  - 3. For grantees who are government agencies, all bid packages for work subject to reimbursement under the provisions of this grant must be awarded in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The Grantee must solicit statements of qualifications from all interested contractors by issuing a Request for Qualification (RFQ) that has been approved in advance by the Trust and NJ Department of Community Affairs (DCA), Bureau of Local Government services. Specific standards or contractor qualifications are set forth in Attachment D-1 of this Grant Agreement. Only contractors who meet the criteria set forth in the RFQ and are approved by the Trust and DCA will be eligible to receive bid documents.
  - 4. **Grants over \$100,000:** For grantees other than government agencies, all bids for work subject to reimbursement under the provisions of this grant, the Grantee must solicit statements of qualifications according to the procedures set forth in the Trust Grant Administration Manual. Specific standards for contractor qualifications are set forth in Attachment D-1 of this Grant Agreement. For all bid packages equal to or greater than \$100,000 in cost, the Grantee must advertise in print media to solicit statements of qualifications from all interested contractors by issuing a Request for Qualification (RFQ) that has been approved in advance by the Trust. Only contractors who meet the criteria set forth in the RFQ and are approved by the Trust will be eligible to receive bid documents. For bid packages less than \$100,000 in cost, the Grantee must submit statements of qualifications for review and approval by the Trust prior to awarding contracts.
- C. A written contract is required for all consultants, contractors, and subcontractors performing grant-assisted work.
- D. The Grantee must be responsible for compliance by all subcontractors with the terms, conditions and requirements of this Grant Agreement.
- E. The Grantee must be responsible for any claims arising out of any subcontract and, as a condition of any subcontract, the subcontractor must hold the State harmless from any claims by the subcontractor or third parties which may arise under this Grant Agreement.

## **VI. Availability of Funds**

- A. The parties agree that continuation of funding under this Grant Agreement is expressly dependent upon availability to the Trust of funds appropriated by the State Legislature. The Trust cannot be held liable for any breach of this agreement because of the absence of these funds.
- B. The parties understand that this grant is fully or partly funded as designated in Attachment A, Section X of this Grant Agreement.

## **VII. Method of Payment**

- A. Payment under this agreement will be made subsequent to submission by the Grantee of complete financial and performance reports, and all invoices, bills and other documents necessary to justify the payment. To receive payment, Grantee must certify and execute a request for reimbursement form and a State of New Jersey payment voucher.
- B. Progress payments are to be made on a periodic basis as prescribed in Attachment A, Section IV.B. of this agreement. Such payments shall be processed only upon receipt of the required financial and narrative reports described in Section IX of the Contract, Financial and Performance Reporting. Payments are to be made in the form of reimbursement of documented expenditures as indicated in Attachment A.
- C. If Attachment A so provides, a sum of this grant will be withheld from grant payments pending receipt of the required final reports described in Section XIII of the contract, Grant Closeout Procedures.
- D. The Trust may withhold payment of any costs disallowed by the Trust as improperly incurred under the terms, conditions and/or Scope of Work of this agreement.

## **VIII. Financial Management System**

- A. The Grantee's Chief Financial Officer, as designated in Section I of this contract, is responsible for maintaining an adequate financial management system. The Chief Financial Officer must notify the Trust when the Grantee cannot comply with the requirements established in this section.
- B. Grantee financial management system must provide for:
  - 1. Accurate, current, and complete disclosure of the financial results of each program or contract.
  - 2. Records that adequately identify the source and application of funds for Trust-supported activities. These records must contain information pertaining to the disposition of all Trust assistance received for the project, as well as any other grants, contributions, gifts or donations for the project.
  - 3. Effective internal and accounting controls over all funds, property, and other assets. The Grantee must safeguard all assets and assure that they are used solely for authorized purposes.
  - 4. Submission of periodic financial reports detailing authorized expenditures to date and supported by appropriate documentation.
  - 5. Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 and A-110, 40 CFR 31 (common rule), whichever would be applicable under federal law.
- C. If required by Attachment A, the Trust may require the submission of a statement of adequacy of the Accounting System.

- D. The Trust may review the adequacy of the financial management system of any applicant for financial assistance as part of its pre-award review or at any time subsequent to any award to the applicant. If the Trust determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the contract may be required by the Trust upon written notice to the Grantee and until the system meets with Trust approval.

#### **IX. Financial and Performance Reporting**

- A. The agreement budget is the approved financial plan to carry out the purpose of the contract, as contained in Attachment B. The budget is to be itemized to disclose specifically the tasks and/or program activities to be funded.
- B. The Grantee must submit Performance Reports, including a completed copy of Attachment C Performance Report Form, comparing actual expenditures with the approved budget. These reports must be submitted on a periodic basis as prescribed in Attachment A of this contract and must be certified by the Grantee's Chief Financial Officer.
- C. The Grantee must submit performance reports, as specified in Attachment C, on an interim basis as prescribed by the Trust in Attachment A, section V of this contract. Performance Reports are to present information for each program function or activity involved.
- D. The Grantee must submit a Final Report on the overall performance of the project, as prescribed in Attachment A, section V.
- E. Extensions of reporting due dates may be granted upon written request to the Trust.
- F. If reports are not submitted as required, the Trust may, at its discretion, suspend payments under this or any other Grant Agreement entered into between the Trust and the Grantee.
- G. If the Grantee has a history of unsatisfactory performance and/or the Grantee does not submit satisfactory reports, the Trust may require additional and more detailed reports from the Grantee.

#### **X. Monitoring of Program Performance**

- A. The Grantee must monitor continuously the performance under this agreement to assure that time schedules are being met, projected work by time periods is being accomplished, and other performance goals are being achieved as applicable and as defined in Scope of Work, Attachment D-1.
- B. The Grantee must inform the Trust of the following types of conditions which affect program objectives and performance as soon as they become known:
  - 1. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established time periods. Each disclosure is to be accompanied by a statement of the action taken, or contemplated, and any Trust assistance needed to resolve the situation.
  - 2. Favorable developments or events which enable time schedules and goals to be met sooner than anticipated.
- C. The Trust may, at its discretion, make site visits to:
  - 1. Review project accomplishments and management control systems.
  - 2. Audit the grant during implementation of the agreement.

3. Provide such technical assistance as may be required.
  4. Gather or request grantee to supply information or documentation on the project for public information purposes.
- D. The Grantee will give the Trust advance notice of any job site meeting or other meeting relevant to the defined Scope of Work. Trust staff may attend any such meeting. The Grantee is to be given advance notice if the Trust chooses to attend any such meeting.
1. The Grantee must provide schedules of future meetings in all Reports, if different from schedule specified in the Grant Agreement.
  2. Meetings with the project team and Grantee may also be scheduled by the Trust as necessary.
- E. Job site meeting minutes are to be prepared by the architect or other consultant and submitted for review by the Trust within ten working days of a meeting.
1. The Grantee must provide copies of minutes to Trust and all parties present at the meeting. At a minimum, the minutes must contain: a list of persons attending the meeting; clear, concise notes summarizing agenda topic discussions, decisions and actions; task responsibilities resulting from the meeting; and the date of the next meeting.
  2. If attended by Trust staff, oral notification (followed by a memorandum of record) of any discrepancies in the minutes will be provided, or the minutes will stand as submitted.
- F. If the Grantee is not performing satisfactorily, the Trust may require remedial measures deemed necessary to fulfill the program requirements of the agreement, including requiring the Grantee to obtain additional Trust approvals before proceeding, and/or requiring the Grantee to obtain outside technical or managerial assistance.

#### **XI. Audit Requirements (CAPITAL Grants over \$100,000)**

- A. Under the A-133, revised federal Single Audit Act of 1984, P.L. 98-502, and federal OMB Circulars A-128, A-110 and A-102, 40 CFR 31 (common rule), whichever is applicable under federal law, any grant to a local government funded by the federal government is subject to the "single-audit" provisions of the Act. Pursuant to State Treasury Circular's 93-05 OMB, and 04-04 OMB the State of New Jersey has adopted by reference the standards and provisions of the federal Single Audit Act and the federal OMB Circulars. Any recipients expending a total of \$750,000 or more in federal and/or State financial assistance in a recipient's fiscal year must have an annual organization-wide audit performed in accordance with the revised Single Audit Act, OMB Circular No. A-133, and State policy. Recipients who expend less than \$750,000 but \$100,000 or more in State and/or Federal assistance in the recipient's fiscal year must have either a financial audit performed in accordance with the Government Accounting Office (GAO) Yellow Book Audit or a program specific audit performed in accordance with the revised Single Audit Act and OMB Circular No. A-133 Revised, Section 235.
- B. As indicated in Attachment A, Section I, the Grantee must comply with the "single-audit" requirements of the federal Act and OMB Circulars under the following conditions:
1. This agreement is supported by federal or State grant funds; and
  2. The Grantee is a local government as defined by the Act and conducts an annual "single-audit" under the Act; and
  3. Under criteria established in the Act, this Grant Agreement is governed by the "single-audit" provisions of the Act.
- C. As indicated in Attachment A, Section I, if this agreement is not subject to the "single-audit" requirement, the agreement is subject to other State audit requirements. Any agreement which is

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

a continuation of work under an agreement previously performed and audited may be audited at the discretion of the Trust within three years of the grant's expiration. Any such audit must be made in accordance with generally accepted auditing standards including federal General Accounting Office Standards for Audit of Government Organizations, Programs and Functions.

- D. Any "single-audit" required will be on an organization-wide basis.
- E. Any "single-audit" required is to include:
1. Compliance testing for all major State grant and major State Aid programs, consistent with the definition of "major" programs in the Act;
  2. Compliance testing of at least 50 percent of the Grantee's total expenditures under State grants and State Aid Programs;
  3. Auditor's comments as to the Grantee's compliance with the material terms and conditions of State Grant Agreements, State Aid Programs and applicable statutes and regulations; and
  4. A schedule showing the State grants and State Aid received by the Grantee, including for each grant or aid:
    - (a) State Grantor Department
    - (b) Program Title
    - (c) State Account Number
    - (d) Program Amount
    - (e) Total Disbursements
- F. Where a "single-audit" or other audit under this agreement indicates any noncompliance by the Grantee with the material terms and conditions of this Grant Agreement, the Grantee must take immediate corrective action as required under this agreement by Section XII (Project Revision and Modification), Section XIV (Termination and Suspension), or as otherwise required by the Trust. As a result of an audit, recommendations must be made as to whether any costs incurred by the Grantee are to be disallowed as beyond the scope or the purpose of this agreement, excessive or otherwise impermissible. The Trust retains the right to recover any disallowed expenditures and the Grantee must return to the Trust any disallowed expenditures no later than 30 days from the date of any request by the Trust.
- G. In any case, whether or not this agreement is subject to a "single-audit", this agreement is, at the discretion of the Trust, subject to audits by the Trust to monitor performance during implementation of the agreement and subject to a follow-up compliance audit which may build upon the "single-audit" or other audit which may be required under this agreement.
- H. To substantiate project funding drawdowns, financial records including all documents to support entries on records must be kept and made available for an audit. Projects will be audited for the following:
1. To determine whether the management controls exercised by the Grantee through its management, procurement, and property control system are adequate to provide assurance that costs claimed are reasonable, allowable, and allocable to the sponsored project under the grant terms and conditions, State procurement regulations and Garden State Historic Preservation Trust Fund Rules and Regulations.
  2. To review operations and report any non-compliance with applicable grant conditions, State procurement regulations, or Garden State Historic Preservation Trust Fund Rules and Regulations; to provide recommendations based upon the review to bring the matter into compliance.
  3. To determine whether the costs claimed under the Garden State Historic Preservation Trust Fund Rules and Regulations are allowable and allocable to the sponsored project.

- I. Any adjustment to the final payment for the project will be based upon the findings of the project audit.
- J. Copies of all audit reports involving this agreement must be sent to the New Jersey Department of Community Affairs, Division of Administration and the Trust.

## **XII. Project Revision and Modification**

- A. The Grantee must make written application to the Trust for approval of all proposed major changes to the funded work's scope, schedule or budget.
  1. Major changes are defined as:
    - a. Any change which alters the scope of the funded project as described in Attachment D-1, Section II, constitutes a major change.
    - b. Any change which delays the work period schedule specified in the Grant Agreement, Attachment D-1, Section III, *by more than ninety days* constitutes a major change.
  2. The Grantee must submit a completed Application for Major Change at least twenty working days prior to the proposed change. The Trust will review and comment on the application within 20 working days. The Trust will issue all approvals for major changes in writing to the Grantee. Unapproved changes could result in the cancellation of the entire Trust grant allocation for the project.
- B. The Trust may request changes in the Scope of Work to be performed by the Grantee. Such changes, including any increase or decrease in the amount of the project budget, which are mutually agreed upon between the Trust and the Grantee, must be incorporated in formal written amendments to this agreement.
- C. The Trust may reduce the grant budget and the Scope of Work of this agreement if:
  1. The Trust notifies the Grantee that the Grantee is making program expenditures and/or progress at a rate which, in the judgment of the Trust, will result in substantial failure to expend the grant amount or fulfill the purposes of the grant; and
  2. After consultation, the Grantee is unable to develop to the satisfaction of the Trust a plan to rectify its low level of program expenditures or progress; and
  3. The Trust, upon thirty days notice to the Grantee, reduces the grant amount so that the revised grant amount fairly projects program expenditures and progress over the agreement period. This reduction must take into account the Grantee's fixed costs.

## **XIII. Grant Closeout Procedures**

The closeout of a grant is the process by which the Trust determines that all applicable administrative actions and all work required under the Grant Agreement has been completed by the Grantee. This process includes the following:

1. The Grantee will submit a final report as provided in Attachment A, Section V. The Trust may permit extensions when requested in writing by the Grantee.
2. Five percent of the total amount of the grant shall be retained by the Trust until the final report on the project has been accepted.
3. The Trust retains the right to request any additional information necessary to close out the Grant Agreement.

4. The Trust may require that an audit of the project be undertaken by an independent certified accountant

#### **XIV. Termination, Suspension and Expiration**

- A. The following definitions apply for the purposes of this Section:

1. **Termination** - The termination of this Grant Agreement means the cancellation of assistance under an agreement at any time prior to the Work Period Expiration date. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the Trust to stop for good cause.

If the Grantee has not begun work by the second anniversary of the effective date of the appropriation for the grant funds, the Trust may terminate this Grant Agreement. The date of the second anniversary and commencement requirements are as defined in Attachment D-1, item IV of this agreement.

If the grantee fails to submit financial and narrative reports for two successive reporting periods as required in Section IX (Financial and Performance Reporting) and stipulated in Attachment D-1, item IV, the Trust may terminate the grant.

2. **Suspension** - The suspension of this Grant Agreement means a temporary cessation of Trust support or assistance pending corrective action by Grantee or pending a decision to terminate the agreement by the Trust. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the Trust to stop for good cause.
3. **Work Period Expiration** – The expiration of the work period of this agreement is the automatic deadline when all work must be complete in order to be eligible for Trust support or assistance absent a formal written amendment to this agreement executed by both parties. All allowable project costs must be expended by the Work Period Expiration Date. The Trust will not reimburse any project-related costs expended beyond the Work Period Expiration Date. Only work items identified in Attachment D-1 and contracted for prior to the date the work period ends will be eligible for reimbursement.
4. **Agreement Expiration** –The expiration of the agreement is an automatic deadline absent a formal written amendment to this agreement executed by both parties. The expiration date of this agreement shall be the *first* anniversary of the Work Period Expiration Date, as specified in Section I (General Terms and Conditions). All requests for reimbursable work must be submitted to and approved by the Trust, and the project must be closed-out, by the Agreement Period Expiration Date. The Trust will not reimburse any project-related costs reported beyond the Agreement Period Expiration Date.

- B. When the Grantee fails to comply with the stipulations or conditions contained in this agreement, the Trust may upon notice to the Grantee, suspend the Grant Agreement and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C of this section. The Trust may allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that they meet the provisions of federal OMB Circulars A-102 and A-110, 40 CFR 31 (common rule), whichever would be applicable under federal law.

- C. When the Grantee fails to comply with stipulations or conditions contained in this agreement, the Trust may terminate the grant. The Trust must promptly notify the Grantee, in writing, of the determination with reasons for the termination. Termination becomes effective 30 days after the grantee is notified of termination except when the grantee comes into compliance with all stipulations and conditions of this agreement by the end of the 30th day. If termination is effected by the Trust, an equitable adjustment in the price and payments provided for by this agreement will be made, to reflect payments made to the Grantee prior to the termination; costs reasonably

incurred by the Grantee for commitments made prior to the termination which were not made in anticipation of termination and cannot be cancelled; and any costs to the Trust resulting from default by the Grantee. The Grantee shall submit any claims along with supporting documents for reimbursement for work contracted under the Grant Agreement within 120 days after the effective date of termination.

- D. The Trust and the Grantee may terminate the Grant Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions including the effective date and in case of partial terminations, the portion to be terminated. The Grantee must not incur new obligations for the terminated portions after the effective date, and must cancel as many outstanding obligations as possible.
- E. The Grant Closeout Procedures in Section XIII of this agreement apply in all cases of termination of the grant.
- F. If this Grant Agreement is terminated, the Trust may make the grantee ineligible for future assistance.

#### **XV. Access to Records**

- A. The Grantee agrees to make available to the Trust, or any federal agency whose funds are expended in the course of this agreement, or any of their duly authorized representatives, pertinent accounting records, books, documents, papers as may be necessary to monitor and audit Grantee operations.
- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Trust's responsibilities, as a general rule provide for prior notice when reasonable and practical; however, the Trust retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Trust reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Trust access to such records in any contract with the subcontractor.
- D. The Trust reserves the right to have access to all work papers produced in connection with audits made by the Grantee or by independent Certified Public Accountants or licensed public accountants hired by the Grantee to perform such audits.

#### **XVI. Record Retention**

- A. Financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to the agreement must be retained for a period of three years from the expiration of the grant with the following qualification: if any litigation, claim, or audit is started before the expiration of the 3-year period, the records are to be retained until all litigation, claims, or audit findings involving the records have been resolved, or three years from grant expiration, whichever is later.
- B. The retention period starts from the date of submission of the final expenditure and performance report.
- C. The Trust may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continually needed for joint use.

#### **XVII. Authorizations and Approvals**

- A. Unless specifically stated otherwise, wherever this agreement requires the written approval or authorization of the Trust, that approval or authorization must be given in writing by the New Jersey Historic Trust Chairman, Executive Director or their designee.

- B. For grantees who are government agencies, the Grantee must submit with this agreement:
1. a copy of an ordinance or resolution (Attachment E) duly enacted by the governing body of that municipality or county and authorizing this grant;
  2. a statement of adequacy of accounting system (Attachment E, Section A) signed by the governing body's chief financial officer;
  3. certificates of insurance coverage listed in Attachment A, Section VI.

The Trust cannot make any payments until such documentation is received.

- C. For non-government grantees who are corporations, the Grantee must submit with this agreement;
1. a copy of the corporate resolution authorizing this agreement;
  2. a statement of adequacy of accounting system (Attachment E, Section B) signed by the organization's accountant;
  3. certificates of insurance coverage listed in Attachment A, Section VI.
  4. an executed and recorded easement agreement or executed and recorded amendment to an existing easement agreement.

The Trust cannot make any payments until such documentation is received.

- D. In addition, all Grantees who are grantors in existing easement agreements with the Trust must be up to date in insurance and reporting requirements under the terms of the easement agreements. The Trust cannot make any payments until such obligations are met.
- E. If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment, obtain a Certificate of Authority to do business in New Jersey from the Secretary of State and file a copy of that certificate with the Trust's Contract Officer for this Grant Agreement.
- F. If the Grantee is neither a government agency nor a corporation, and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee, by executing this grant, irrevocably appoints the Attorney General of the State of New Jersey, to receive process in any civil action which may arise out of this grant. Within ten days of receipt of any such process, the Secretary shall transmit it by certified mail to the Grantee

#### **XVIII. Interest on Disallowed Costs**

Where the Grantee has been reimbursed by the Trust for costs which are subsequently disallowed by the Trust, the Grantee must return the funds to the Trust no later than 30 days from request. Where the Grantee fails to return the funds and/or appeals the disallowed costs, an interest charge as indicated in Attachment A shall be charged on the funds beginning 30 days from the date the Grantee was notified of the debt. If the Grantee is successful on final appeal, the accrued interest will be canceled.

#### **XIX. Governing Law**

All questions and claims between the Grantee and the Trust arising out of this Grant Agreement must be submitted to the Trust and resolved by the Trust according to the laws of the State of New Jersey governing this Grant Agreement.

#### **XX. Nondiscrimination and Affirmative Action**

During the performance of this contract, the Grantee agrees as follows:

- A. The Grantee, and its contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation or sex. The Grantee will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

- B. The Grantee and its contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regards to age, race, creed, color, national origin, ancestry, marital status or sex;
- C. The Grantee and its contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Grantee and its contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- E. The Grantee and its contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- F. **IN ADDITION, AS TO THE PROCUREMENT OF GOODS, SERVICES AND PROFESSIONAL SERVICES:**
  - 1. The Grantee and its contractor or subcontractor agree to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time.
  - 2. The Grantee and its contractor or subcontractor agree to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, they do not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that each of them will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
  - 3. The Grantee and its contractor or subcontractor agree to revise any of their testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
  - 4. The Grantee and its contractor or subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

**G. IN ADDITION, AS TO ITS CONSTRUCTION CONTRACTS THE GRANTEE AGREES:**

1. When scheduling workers in each construction trade, the Grantee and its contractor or subcontractor agree to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a Grantee and its Contractor or Subcontractor from compliance with the good faith procedures prescribed by 1, 2 and 3 below, as long as the Affirmative Action Office is satisfied that the Grantee and contractor are scheduling workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The Grantee and its contractor or subcontractor agree that a good faith effort shall include compliance with the following procedures:
  - (a) If the Grantor or its contractor or subcontractor, as applicable, has a referral agreement or arrangement with a union for construction trade, the Grantee or its contractor or subcontractor, as applicable, shall, within three days of the contract award, seek assurances from the union that it will cooperate with the Grantee and its contractor or subcontractor as it fulfills its affirmative action obligations under this Grant and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the Grantee and its contractor or subcontractor are unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the Grantee and its contractor or subcontractor agree to attempt to hire minority and female workers directly, consistent with the applicable employment goal. If the Grantee's or its contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the Grantee and its contractor or subcontractor agree to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under 2 below; and the Grantee and its contractor or subcontractor further agree to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.
2. If the scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of G.1 above, or if the Grantee or its contractor do not have a referral agreement or arrangement with a union for a construction trade, the Grantee and its contractor or subcontractor agree to take the following actions consistent with the applicable county employment goals:
  - (a) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
  - (b) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
  - (c) Prior to commencement of work, to request the local construction trade union, if the Grantee or its contractor or subcontractor have a referral agreement with a union for the construction trade, to refer minority and female workers to fill job openings;
  - (d) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the Grantee or its contractor or subcontractor have a referral agreement or arrangement with a union for construction trade, the State training

and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

- (e) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;
  - (f) To adhere to the following procedure when minority and females workers apply or are referred to the Grantee, its contractor or subcontractor:
    - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the Grantee or its contractor or subcontractor shall determine the qualifications of such individuals and if the Grantee's or its contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a Grantee or its contractor or subcontractor shall determine that the individual at least possesses the skills and experience classification determination which may have been made by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the Grantee and its contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of 3 below.
    - (ii) If the Grantee's or its contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the Grantee's or its contractor's or subcontractor's, workforce is no longer consistent with the applicable employment goal.
    - (iii) If, for any reason, the Grantee or its contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Grantee, its contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Affirmative Action Office.
  - (g) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and submitted promptly to that office upon request.
3. The Grantee and its contractor or subcontractor agree that nothing contained in 2 above shall preclude the Grantee, its contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Grantee and its contractor or subcontractor shall consider for employment persons referred pursuant to 2 above without regard to such agreement or arrangement; provided further, however, that the Grantee and its contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade.

Also, the Grantee and its contractor or subcontractor agree that, in implementing the procedures of 2 above, it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

4. The Grantee agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form at time of award of this Grant and submit a copy of the Monthly Project Manning Report once a month thereafter for the duration of this Grant to the Affirmative Action Office and to the Public Agency Compliance Officer. The Grantee agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

#### **XXI. Notice of Set-Off For State Tax**

Be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c.52:32 32 et seq.) to the taxpayer shall be stayed.

#### **XXII. Miscellaneous Provisions**

A. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement and that it will faithfully perform the work and abide by the terms, conditions, schedules, and other requirements of this agreement.

B. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication the relationship of agency between the State and the Grantee or its subcontractors.

C. Waiver of Breach: The Waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.

D. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any other term or provision shall in any way be affected by such holding.

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

ATTACHMENT A

**A GRANT AGREEMENT BETWEEN  
STATE OF NEW JERSEY  
NEW JERSEY HISTORIC TRUST  
AND**

**«General Mailing List Organization»**  
(Grantee)

**«Year».«Type»«Order»**  
(Grant Number)

**ADDITIONAL GRANT PROVISIONS**

**Attachment A** provides additional grant provisions and conditions between the State of New Jersey, New Jersey Historic Trust and «General Mailing List Organization» as detailed below.

**I. Audit Requirements - Grants over \$100,000**

(Grantee must comply with Section XI of this Grant Agreement which describes State of New Jersey audit requirements and have the appropriate audit (A. or B.) performed)

- A. All State agencies which disburse federal grants, State grants or State Aid funds to recipients which expend \$750,000 or more in State or federal financial assistance within their fiscal year, must require that these recipients have annual organization-wide audits performed in accordance with the revised Single Audit Act, OMB Circular No. A-133, and State Policy.
- B. All State agencies which disburse federal grants, State grants or State Aid funds to recipients which expend less than \$750,000 but \$100,000 or more in State and/or federal financial assistance within their fiscal year, must require that these recipients have either a financial audit performed in accordance with the Government Auditing Standards (Yellow Book) or a program specific audit performed in accordance with the revised Single Audit Act, and OMB circular No. A-133 Revised, Section 235.
- C. The Trust's records show the Grantee's fiscal year as ending on «FY\_Month»«FY\_Day». The Grantee must notify the Trust immediately if this date is incorrect or is changed.
- D. Required audit reports must be submitted to the New Jersey Historic Trust.

**II. Certification of Adequacy of Accounting System** (See Section VIII of this Grant Agreement)

- A. A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in Section VIII, Financial Management System (and Attachment G) of this grant:

- Must be completed (Attachment G) by the Chief Financial Officer
- Is not required

- B. Financial Reports are to be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on:

- A Cash Basis
- An Accrual Basis
- Modified Accrual Basis
- Other (Specify) \_\_\_\_\_

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

**ATTACHMENT A**

**III. Project Revision and Modification** (See Section XII of this Grant Agreement)

All requests for approval of project revisions and modifications must be submitted, in writing, to Executive Director, hereby designated by the Trust as Grant Officer.

**IV. Method of Payment** (See Section VII of this Grant Agreement)

A. Advanced Payment (if justified and itemized in Attachment B-1)

- Authorized for \$ \_\_\_\_\_  
 Not applicable

B. Progress Payments

- Must be made on a \_\_\_\_\_ basis for \$ \_\_\_\_\_ per Mo./Qtr./Deliverable payment  
 Must be based on actual expenditures submitted on a quarterly basis accompanied by receipts  
 Must be made on submission of deliverables in accordance with the program specifications  
 Not applicable

C. Final Payment of 5% retainage

- Must be withheld pending receipt of final report  
 Not applicable  
 Other (Explain) deducted from each payment

**NOTE:** No payment can be made unless Expenditure and Performance Reports are submitted with appropriate justification, receipts, etc.

**V. Financial and Performance Reporting** (See Section IX of this Grant Agreement)

- A. If reimbursement is required, Expenditure Reports are to be submitted on a quarterly basis. These reports, certified by the Chief Financial Officer, are to be submitted no later than **15** days immediately following the end of the reporting period.
- B. Performance Reports shall be submitted on a quarterly basis, no later than **15** days after the end of each reporting period as specified in Attachment D.1.
- C. Final Performance and Expenditure Reports are to be submitted by the Grantee no later than **30** days after the completion of all work under this Grant Agreement, the Agreement Expiration Date of this Grant Agreement or the termination of this Grant Agreement, whichever is sooner.

**NOTE:** Final payment will be withheld until all reports acceptable to the Trust are received.

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

**ATTACHMENT A**

**VI. Insurance** (See Section III of this Grant Agreement)

A. The Grantee maintains the required coverage as follows:

1. Comprehensive General Liability

- Insurance
- Self-insurance
- Not Applicable

2. Automobile Liability

- Insurance
- Self-insurance
- Not Applicable

3. Workers Compensation

- Insurance
- Self-insurance
- Not Applicable

4. Employers Liability

- Insurance
- Self-insurance
- Not Applicable

B. Certificates of insurance and/or documentation of self-insurance are:

- On file with the Trust
- Forthcoming within 30 days of execution of this Grant Agreement
- Other (Explain) \_\_\_\_\_

**NOTE: No payment can be made until the Trust has received acceptable documentation of the required coverage.**

**VII. Interest** (See Section XVIII of this Grant Agreement)

A. Interest above \$100 per year on advance payment of State funds:

- May be retained by the Grantee for documented purposes under this grant agreement
- Shall be remitted to the Trust on a quarterly basis
- Not applicable
- Other (Explain) not applicable

B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the Trust at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

**ATTACHMENT A**

**VIII. Authorizations and Approvals** (See Section XVII of this Grant Agreement)

A. The Grantee is:

- A New Jersey corporation or government agency
- An out-of-state-corporation
- Other (Specify) \_\_\_\_\_

B. A Grantee's Stockholder Disclosure Statement:

- Is attached
- Not applicable

C. A Grantee's Certificate of Authority to do business in New Jersey.

- On file with the Trust
- To be submitted
- Not applicable

**NOTE:** No payment can be made until the Trust has received all required documents.

**IX. Matching and Cost Sharing Requirements**

- The Grantee shall provide the matching or cost sharing amounts indicated below and in Section I, "General Terms and Conditions" «Matching Fund»
- Not applicable

**X. Availability of Funds** (See Section VI of this Grant Agreement)

Based upon funds available to the Trust for this project, the Trust's portion of this Grant Agreement is:

- Fully funded
- Partially funded in the amount of «Evaluator Award»
- Not applicable

**XI. Easement and Insurance Requirements**

- Not applicable
- An easement agreement must be executed and recorded before reimbursement
- An amendment to an existing easement agreement must be executed and recorded before reimbursement
- Up to date annual report is on file
- Up to date insurance certificates are on file

**NOTE:** No payment can be made to Grantees with easement requirements until the Trust has received all required documents.

Project Name: «Project\_Name»  
 Project Number: «Year».«Type»«Order»

ATTACHMENT B

**A GRANT AGREEMENT BETWEEN  
 STATE OF NEW JERSEY  
 NEW JERSEY HISTORIC TRUST  
 AND**

**«General Mailing List Organization»**  
**(Grantee)**

**«Year».«Type»«Order»**  
**(Grant Number)**

**APPROVED PROJECT BUDGET**

The following items are within the approved Scope of Work for this grant and are eligible for reimbursement. The Trust must be advised of, and approve variations for categories budgeted.

**BUDGET SUMMARY**

<b><u>Account Description</u></b>	<b><u>Total Budget</u></b>	<b><u>Federal</u></b>	<b><u>NJHT</u></b>	<b><u>Grantee</u></b>	<b><u>Other</u></b>
Non-Construction	«NC_TPB»	«NC_Fed»	«NC_NJHT»	«NC_Grantee»	«NC_Other»
Construction	«C_TPB»	«C_Fed»	«C_NJHT»	«C_Grantee»	«C_Other»
<b>TOTAL</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>

The sums identified in the Total Budget must be justified in Attachment D-1, Scope of Work, Section III-B, Schedule of Values.

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

ATTACHMENT C-1

**Preserve New Jersey Historic Preservation Fund  
CAPITAL PRESERVATION GRANT  
PERFORMANCE REPORT & REIMBURSEMENT FORM**

Project Number «Year».«Type»«Order»

Project Name: «Project\_Name»

Organization: «General Mailing List Organization»

Project Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Report Due Date: \_\_\_\_\_ Reporting Period: from \_\_\_\_\_ to \_\_\_\_\_

**Check List**

Provide performance report items listed below. If reimbursement payment on grant is requested, also provide the reimbursement checklist items below. If there is no reimbursement request, the report can be e-mailed or sent hard copy. If there is a reimbursement, the report must be sent hard copy with original signatures and copies of the items below.

**Performance Report:**

- \_\_\_ Attachment C-1, pgs. C-1.1 – C-1.3
- \_\_\_ Current Status and Phase update (item 1)
- \_\_\_ Project Team List (item 2)
- \_\_\_ Narrative Description (item 3)
- \_\_\_ Current schedule (item 4)
- \_\_\_ Photographs (item 5)
- \_\_\_ Other Materials (item 6: specify):
  - \_\_\_ drawings
  - \_\_\_ project meeting minutes
  - \_\_\_ list/schedule of change orders (if applicable)
  - \_\_\_ Other: \_\_\_\_\_
- \_\_\_ Signature Certification, page C-1.3 (Item 7)

**Reimbursement:**

- \_\_\_ Completed performance Report (as above)
- \_\_\_ Attachment C-1, pgs. C-1.4 – C-1.5
- \_\_\_ Copies of Invoices attached to corresponding cancelled checks
- \_\_\_ Statement of Expenditures Spreadsheet
- \_\_\_ State of New Jersey Payment Voucher (with original signature of CFO or Treasurer)
- \_\_\_ Other attachments (specify):  
\_\_\_\_\_

**Reporting Schedule:** Performance Reports are due quarterly

<b>Reporting Periods</b>	<b>Quarterly Due Date</b>
Jan. 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – Sept. 30	Oct. 15
Oct. 1 – Dec. 31	Jan 15

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

**ATTACHMENT C-1**

**1. CURRENT STATUS AND PHASE**

Identify the current phase of work and circle the current status of the project.

Phase of Work (if applicable): \_\_\_\_\_

Status (Please Circle):

pre-design	schematic design	design development	contract documents
bidding	code review	construction	project close-out
completed			

**2. PROJECT TEAM LIST**

**First Performance Report:** On a separate sheet, please list the Business Name, Mailing Address, Phone Number, Email Address, and Personnel, along with their title or role, for each consultant, contractor and sub-contractor involved in the project.

**Subsequent Performance Report:** Did your project team remain the same since the last report?  
\_\_\_ yes                      \_\_\_ no

If no, please explain any changes and list the above information for each.

**3. NARRATIVE DESCRIPTION**

On a separate sheet, please describe all work (a) currently in progress and (b) completed in this reporting period. Reference the Scope of Work, Attachment D-1. Please be thorough but concise.

All changes in the Scope of Work must receive prior approval from the New Jersey Historic Trust. Major changes will need an Application for Major Change completed by the grantee and signed off on by the Trust. Refer to Section XII, Project Revision and Modification, in the Grant Agreement for definition of major change and completed Attachment D-2.3/Application for Major Change. Explain the deviations.

**4. CURRENT PROJECT AND CONSTRUCTION SCHEDULE**

On a separate sheet please provide an up-to-date project schedule. Include estimated installation and completion dates for major work items being funded, dates when samples and mock-ups of funded items are to be reviewed for approval, time and location of upcoming job site meetings, and estimated project completion date. Establish and confirm this information from your professional consultant and/or contractor. Maintain a format consistent with the complete project specified in Attachment D-1.

All delays to the scope of work and work schedule specified in Attachment D-1 to the Grant Agreement must receive prior approval from the New Jersey Historic Trust. Major changes (changes of more than 90 days) will need an Application for Major Change completed by the grantee and signed off on by the Trust. Refer to Section XII, Project Revision and Modification, in the Grant Agreement for definition of major change and Attachment D-2.3 for the Application for Major Change form. Explain all schedule deviations.

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

**ATTACHMENT C-1**

**5. PHOTOGRAPHS**

Attach photographs (3 by 5" prints or larger) of funded work in progress. Please label all photographs with the project name, number, the date, and a brief description of the work depicted. Submit the photos in plastic sleeves. If submitting digital photos, include color prints on quality paper, plus images on a CD.

**6. OTHER MATERIALS**

Please attach any other significant activity of your organization such as drawings, project meeting minutes, research, project management, work schedules, marketing, or programming that is relevant to the funded work. Also, note any innovative or unusual techniques or materials used in the project work.

**7. CERTIFICATION**

I certify this report to be true and correct. Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Signature of person completing report

Name (printed)

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

ATTACHMENT C-1

**Preserve New Jersey Historic Preservation Fund  
CAPITAL PRESERVATION GRANT  
REQUEST FOR REIMBURSEMENT**

Project Number: \_\_\_\_\_ Project Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Reporting Period: from: \_\_\_\_\_ to: \_\_\_\_\_

**Current Project Budget**

Total approved budget for each category should correspond with the categories on Attachment B of the Grant Agreement.

<b>Categories of Work</b>	<b>Total Approved Budget</b>	<b>Costs in this Period</b>	<b>Cumulative Amount of Previous Costs</b>	<b>Balance Of Project Remaining</b>
A. Non-Construction				
B. Construction				
<b>E. Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

*Please explain any changes or deviations to Budget here:*



Project Name:  
Project Number:



NEW JERSEY  
**HISTORIC  
TRUST**

*NJ Department of Community Affairs  
Transmittal and Payment Voucher*

Date: \_\_\_\_\_

To: DCA Fiscal, Budget & Fiscal  
DCA / Office of Smart Growth, 8<sup>th</sup> floor, PO Box 800  
From: Carrie Hogan, NJHT Fiscal Officer  
New Jersey Historic Trust, Room 134, PO Box 457

---

*Payee Reference:*

Project #: \_\_\_\_\_

Project Name: \_\_\_\_\_

Reimbursement #: \_\_\_\_\_

---

Grantee: \_\_\_\_\_

Grant Agreement Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

Payment Reporting Period: \_\_\_\_\_ to \_\_\_\_\_ or Close-Out / Retainage

Reimbursement Amount: \$ \_\_\_\_\_



**Grantee Certification:**

I certify that the within Fiscal Monitoring Report Payment Voucher is correct in all its particulars and the described goods or services have been furnished or rendered and that no bonus has been given or received on account of said document.

\_\_\_\_\_  
Typed Name of CFO/Treasurer

\_\_\_\_\_  
Original Signature  
use BLUE or RED ink only

\_\_\_\_\_  
Date

**NJHT Certification:**

I certify that the articles have been received or services rendered as stated herein.

Carrie Hogan, Fiscal Officer  
NJHT Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Division Fiscal Certification:**

Vendor ID # \_\_\_\_\_ GO # 022-8049800- \_\_\_\_\_ LN 1 \$ \_\_\_\_\_.

Project Name: «Project\_Name»  
Project Number: «Year»,«Type»«Order»

**Preserve New Jersey Historic Preservation Fund  
CAPITAL PRESERVATION GRANT  
FINAL REPORT & RETAINAGE FORM**

Project Number «Year»,«Type»«Order» Project Name: «Project\_Name»

Organization: «General\_Mailing\_List\_Organization»

Project Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Check List**

The following Items are to be included in the final report. The report must be sent hard copy to the Trust with original signatures.

**Final Report:**

- \_\_\_ Attachment C-2, pgs. C-2.1 – C-2.3 completed and signed
- \_\_\_ Current Status and Phase update (item 1)
- \_\_\_ Final Project Team List (item 2)
- \_\_\_ Narrative Description (item 3)
- \_\_\_ Final Photographs (item 4)
  - \_\_\_ “Before and after” photographs
  - \_\_\_ Photograph of permanent plaque
  - \_\_\_ Letter from project architect certifying project is complete
- \_\_\_ Other Materials (item 5: specify): \_\_\_\_\_
  - \_\_\_ Final employment figures
  - \_\_\_ As-built drawings
- \_\_\_ Signature Certification on page C-2.3

**Reimbursement:**

- \_\_\_ Attachment C-2, pgs. C.4 – C.5 completed and signed
- \_\_\_ Copies of Invoices attached to corresponding cancelled checks not presented in previous reports
- \_\_\_ Statement of Expenditures Spreadsheet
- \_\_\_ State of New Jersey Payment Voucher (with original signature of CFO or Treasurer)
- \_\_\_ Other attachments (specify):  
\_\_\_\_\_  
\_\_\_\_\_

**1. CURRENT STATUS AND PHASE**

Identify the current phase of work and circle the current status of the project.

Phase of Work (if applicable): \_\_\_\_\_

Status (Please Circle):

- bidding
- code review
- construction
- project close-out
- completed

**2. FINAL PROJECT TEAM LIST**

Please list the Business Name, Mailing Address, Phone Number, Email Address, and Personnel, along with their title or role, for each consultant involved in the project.

**3. SUMMARY OF PROJECT**

On a separate sheet, please describe the funded project, from beginning to completion. Reference the Scope of Work, Attachment D-1. Please be thorough but concise, particularly noting changes to the project from originally anticipated.

All changes in the Scope of Work must receive prior approval from the New Jersey Historic Trust. Major changes will need an Application for Major Change completed by the grantee and signed off on by the Trust. Refer to Section XII, Project Revision and Modification, in the Grant Agreement for definition of major change and Attachment D-2.3 for the Application for Major Change form. Explain deviations.

**4. FINAL PHOTOGRAPHS**

**Photos of completed project:** Attach photographs (3 by 5" prints or larger) in photo sleeves or digital photographs on CD with color-printed images on photo quality paper. Please label the photographs with the project name, date, and a brief description of the work depicted. Provide images of resource before project began and at completion. Include photographs of craftspeople and contractor staff at work.

**Photo of Permanent plaque:** Grantees are required to post a permanent sign or plaque on the building before completion of the project. The sign must be approved in advance by the Trust and include the following information: date of structure, name, and a brief description of historical significance. The plaque must credit the Trust grant, and read as follows: *"Funding has been made possible in part by the Garden State Historic Preservation Trust administered by the New Jersey Historic Trust, State of New Jersey."*



Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

**Preserve New Jersey Historic Preservation Fund  
CAPITAL PRESERVATION GRANT  
FINAL REPORT & RETAINAGE FORM**

Project Number: \_\_\_\_\_ Project Name: \_\_\_\_\_

Organization: \_\_\_\_\_

**Final Project Budget**

Total approved budget for each category should correspond with the categories on Attachment B of the Grant Agreement.

<b>Categories of Work</b>	<b>Total Approved Budget</b>	<b>Costs this Period</b>	<b>Cumulative Amount of Previous Costs</b>	<b>Balance Of Project Remaining</b>
A. Non-Construction				
B. Construction				
<b>E. Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

*Please explain any substantial changes or deviations to Budget here:*



Project Name:  
Project Number:



NEW JERSEY  
**HISTORIC  
TRUST**

*NJ Department of Community Affairs  
Transmittal and Payment Voucher*

Date: \_\_\_\_\_

To: DCA Fiscal, Budget & Fiscal  
DCA / Office of Smart Growth, 8<sup>th</sup> floor, PO Box 800  
From: Carrie Hogan, NJHT Fiscal Officer  
New Jersey Historic Trust, Room 134, PO Box 457

---

*Payee Reference:*

Project #: \_\_\_\_\_

Project Name: \_\_\_\_\_

Reimbursement #: \_\_\_\_\_

---

Grantee: \_\_\_\_\_

Grant Agreement Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

Payment Reporting Period: \_\_\_\_\_ to \_\_\_\_\_ or Close-Out / Retainage

Reimbursement Amount: \$ \_\_\_\_\_



**Grantee Certification:**

I certify that the within Fiscal Monitoring Report Payment Voucher is correct in all its particulars and the described goods or services have been furnished or rendered and that no bonus has been given or received on account of said document.

\_\_\_\_\_  
Typed Name of CFO/Treasurer

\_\_\_\_\_  
Original Signature  
use BLUE or RED ink only

\_\_\_\_\_  
Date

**NJHT Certification:**

I certify that the articles have been received or services rendered as stated herein.

Carrie Hogan, Fiscal Officer  
NJHT Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Division Fiscal Certification:**

Vendor ID # \_\_\_\_\_ GO # 022-8049800- \_\_\_\_\_ LN 1 \$ \_\_\_\_\_.

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

ATTACHMENT D-1

**A GRANT AGREEMENT BETWEEN  
STATE OF NEW JERSEY  
NEW JERSEY HISTORIC TRUST  
AND**

**«General Mailing List Organization»**  
(Grantee)

**«Year».«Type»«Order»**  
(Grant Number)

**SCOPE OF WORK**

The Scope of Work for this Grant Agreement consists of the Grantee's proposal delineated in this Attachment D-1. The Scope of Work for this grant includes the five items below.

**I. Overview and Preservation Objectives of the Entire Project** SEE BELOW

**II. Project Review Authority** SEE BELOW

**III. Past and Proposed Activities Funded by this Grant** SEE BELOW

- A. Narrative Description of past and proposed work funded with this grant.
- B. Schedule of Values for past, current or proposed work to be funded (reference specifications, project manuals and construction documents).

**IV. Project Schedule** SEE BELOW

**Commencement of Grant Project** A Grant Agreement must be in effect within 18 months of the appropriation date of these funds or the grant will lapse. In addition, work on a capital project must have begun within two years of the appropriation date of these funds or the grant may be terminated.

**V. Project Reporting Schedule**

Grantee may choose quarterly or semi-annual reporting. All quarterly Performance Reports are due April 15, July 15, October 15, and January 15. Performance and expenditure reports, and/or requests for reimbursement, must be submitted no later than 15 days (or the first subsequent business day after the 15th day) after the end of each reporting period as follows:

Reporting Schedule: Performance Reports are due quarterly

<b><i>Reporting Periods</i></b>	<b><i>Quarterly Due Date</i></b>
Jan. 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – Sept. 30	Oct. 15
Oct. 1 – Dec. 31	Jan 15

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

ATTACHMENT D-2

**A GRANT AGREEMENT BETWEEN  
STATE OF NEW JERSEY  
NEW JERSEY HISTORIC TRUST**

**AND**

**«General Mailing List Organization»**  
(Grantee)

**«Year».«Type»«Order»**  
(Grant Number)

**SPECIAL REQUIREMENTS**

The Grantee must comply with the requirements contained herein as well as any rules and regulations promulgated under the program's enabling legislation N.J.A.C. 15:34. Listed below are specific requirements/special conditions of the grant program covered by this agreement.

- A. All projects must comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68) and are reviewed as possible encroachments under N.J.A.C. 7:4-1.3 and 7.2 (New Jersey Register of Historic Places Act).
- B. Compliance with the Standards extends to the whole project as defined in Section II of Attachment D-1, and is not limited to the activities funded by this grant.
- C. Submit two copies (one of which must be archival) of all written reports, drawings, contract documents, specifications, construction sketches, shop drawings, and product literature relevant to the funded work as soon as they are available.
  1. Prior to execution of relevant work, allow twenty working days for review and comment.
  2. Written notification will be provided if any submission is not in conformance with the conditions of this agreement, or the laws and regulations which pertain to it.
  3. An additional copy of any submission must be provided if requested by the Trust.
- D. In addition to the Financial/Performance Report, Grantee should contact the Trust at the following times:
  1. At the start of the bidding phase.
  2. Following receipt of bids and prior to awarding any contracts.
  3. At the start of construction of funded work.
  4. At start/completion times for specific work items as requested by the Trust.
  5. At the project closeout phase, prior to final payment of contractor.

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

**ATTACHMENT D-2**

- E. The Trust requires the grantee to display a project identification sign at the project site. This sign must acknowledge Trust and the State of New Jersey's support and be placed in a prominent location.
1. Project signs must be constructed and erected at the beginning of the project and maintained until the final grant payment has been received. The Trust requests that the sign be erected as soon as possible after the signing of the project agreement, whether actual work has commenced or not. Grant recipients are required to show evidence of compliance by submitting a photograph of the sign in the first Performance Report.
  2. Sign specifications will be provided by the Trust.
- F. The language used when crediting the New Jersey Historic Trust (NJHT) should read as follows: Funding has been made possible in part by the New Jersey Historic Trust/State of New Jersey. Credit must be given to the NJHT in all printed materials, releases and announcements of the grantee regarding all activities to which NJHT funds contribute. This applies to all promotional appearances on television and radio by representatives of the grantee organization as well. In the case of electronic media, verbal credit must be given at least once during a broadcast to acknowledge the support the grantee has received from the NJHT to its overall operation.
- G. The NJHT logo must be used by the grantee in publicizing those programs or documents supported by a NJHT grant (including but not limited to newsletters, brochures, and flyers). The logo is to be used only when the above stated credit line is also used and never in its place (this implies sponsorship). Ideally, the logo should be reproduced as a unit without alteration.

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

ATTACHMENT D-2

**PREERVE NEW JERSEY HISTORIC PRESERVATION FUND  
ADMINISTERED BY THE NEW JERSEY HISTORIC TRUST**

**APPLICATION FOR MAJOR CHANGE**

Project Number: «Year».«Type»«Order»

Project Name: «Project Name»

Organization: «General Mailing List Organization»

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date Submitted: \_\_\_\_\_ Application for Major Change #: \_\_\_\_\_

Read Section XII of the Grant Agreement, Project Revision and Modification, and Chapter 5 of the Grantee Manual, Amending the Agreement, before completing this application. Note that this application must be received by the Trust at least twenty working days prior to the proposed Major Change(s).

Explain the rationale for the proposed Major Change(s) in the attached cover letter. Amend the required revised document(s) so that the changes are obvious and consistent with the format of the original document.

Items included in this application (check off):

- \_\_\_ cover letter explaining/justifying proposed change(s)
- \_\_\_ revised "Project Schedule" (Attachment D-1, Section IV)
- \_\_\_ revised "Project Team" (Attachment D-1, Section IIIA and Attachment C, Project Team )
- \_\_\_ revised "Narrative Description" (Attachment D-1, Section IIIA)
- \_\_\_ revised "Budget Summary" (Attachment B)
- \_\_\_ revised "Schedule of Values" (Attachment D-1, Section IIIB)
- \_\_\_ additional attachments (specify):

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title of Grantee \_\_\_\_\_

Project Name: «Project\_Name»  
Project Number «Year».«Type»«Order»

ATTACHMENT F

**A GRANT AGREEMENT BETWEEN  
STATE OF NEW JERSEY  
NEW JERSEY HISTORIC TRUST**

**AND**

**«General Mailing List Organization»**  
(Grantee)

**«Year».«Type»«Order»**  
(Grant Number)

**SUBCONTRACTOR CERTIFICATION**

As a condition of the subcontract entered into between \_\_\_\_\_, "Subcontractor," and "Grantee", for work under a Grant Agreement with the New Jersey Historic Trust, the Subcontractor agrees to the following terms:

1. The Subcontractor acknowledges all of the provisions of the Grant Agreement between the Grantee and the Trust.
2. The Subcontractor acknowledges and accepts that his status is that of an independent principal hired to complete a specified amount of work for the Grantee and not as an agent, employee or contractor of the Trust.
3. The Subcontractor must hold the Trust harmless for any consequences of his subcontract with the Grantee and will look solely to the Grantee for any payments or damages arising out of his work on his subcontract.

**NOTE:** The Grantee must obtain this certification from each subcontractor prior to execution of any subcontract and agrees to submit any subcontract to the New Jersey Historic Trust for approval before the subcontractor is hired. Subcontractor certification is not required for work funded by this grant which was contracted prior to the execution of this contract.

\_\_\_\_\_  
(Subcontractor)

By: \_\_\_\_\_ (Signature)      Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Project Name: «Project\_Name»  
Project Number: «Year».«Type»«Order»

## BIBLIOGRAPHY

### REFERENCE BIBLIOGRAPHY

This bibliography is provided for reference purposes only. It includes documents incorporated by reference into this grant and other documents that might be helpful to the grantee.

#### **A. New Jersey Department of Treasury**

- Circular Letter 93-05. Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments
- State Grant Complaints Supplement
- Single Audit Policy Guide for Nonprofit Subrecipients and Independent Auditors

#### **B. United States General Accounting Office**

- Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions (Yellow Book)

#### **C. Federal Office of Management and Budget**

- Circular A-21: Cost Principles for Educational Institutions
- Circular A-87: Cost Principles for State and Local Governments
- Proposed Revision to Circular A-87: Cost Principles for State and Local Governments
- Circular A-88 Revised: Indirect Cost Rates, Audit and Audit Follow-up at Educational Institutions
- Proposed Circular A-88 Revised: Coordinating Audits and Negotiating Indirect Cost Rates at Educational Institutions
- Circular A-102: Grants and Cooperative Agreements with State and Local Governments
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliance Supplement, Revised)
- Directory of Generally Applicable Requirements and Administrative Management Standards for Federal Assistance
- Circular A-110: Uniform Administrative Requirement for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations
- Proposes Revision of OMB Circular A-102 and A-110: Grants and Cooperative Agreements
- Circular A-122: Cost Principles for Nonprofit Organizations
- Circular A-128: Audits for State and Local Governments
- Proposed Circular A-133: Audits of Institutions of Higher Education, and Other Nonprofit Organizations

#### **D. American Institute of Certified Public Accountants (AICPA)**

- Audits of State and Local Governmental Units