

**CITY COUNCIL AGENDA ITEM COVER MEMO**

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 8/25/16

Action Requested By: Inspection

Agenda Type: Resolution

**Subject Matter:**

SCHNEIDER HISTORIC PRESERVATION, LLC

**Exact Wording for the Agenda:**

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Schneider Historic Preservation, LLC.

**Note: If amendment, Please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: \_\_\_\_\_

Budgeted Item: \_\_\_\_\_

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: 

Date: 8-03-2016

**ROUTING SLIP  
CONTRACTS AND AGREEMENTS**

Originating Department: Inspections

Council Meeting Date: 8/25/16

Department Contact: Randy Cunningham

Phone # 5342

Contract or Agreement: Agreement between the City of Huntsville and Schneider Historic Preservation,...

Document Name: Agreement between the City of Huntsville and Schneider Historic Preservation, LLC

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number: 1000-72-0000-515520-00000000-00022

**Procurement Agreements**

|                       |                       |
|-----------------------|-----------------------|
| <u>Not Applicable</u> | <u>Not Applicable</u> |
|-----------------------|-----------------------|

**Grant-Funded Agreements**

|                       |             |
|-----------------------|-------------|
| <u>Not Applicable</u> | Grant Name: |
|-----------------------|-------------|

| Department                                  | Signature               | Date      |
|---|-------------------------|-----------|
| 1) Originating                              | <i>Randy Cunningham</i> | 8-03-2016 |
| 2) Legal                                    | <i>Debra Clates</i>     | 8-4-2016  |
| 3) Finance                                  | <i>M. Surjan</i>        | 8-6-16    |
| 4) Originating                              |                         |           |
| 5) Copy Distribution                        |                         |           |
| a. Mayor's office<br>(1 copies)             |                         |           |
| b. Clerk-Treasurer<br>(Original & 2 copies) |                         |           |
|   |                         |           |

RESOLUTION NO. 16-\_\_\_\_\_

**WHEREAS** the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and is hereby authorized to enter into an Agreement between the City of Huntsville and Schneider Historic Preservation, LLC., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as an "Agreement between the City of Huntsville and Schneider Historic Preservation, LLC." consisting of One Hundred Seven (107) pages, and the date of August 11, 2016 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 25th day of August, 2016

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 25th day of August, 2016.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

**AGREEMENT BETWEEN THE CITY  
OF HUNTSVILLE AND SCHNEIDER  
HISTORIC PRESERVATION, LLC  
FOR A HISTORIC RESOURCE  
SURVEY OF THE MCTHORN MOR  
ACRES NEIGHBORHOOD**

STATE OF ALABAMA    )  
  )  
COUNTY OF MADISON    )

This Agreement is made by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as “City” or “Client”) and Schneider Historic Preservation, LLC, an Alabama limited liability company (hereinafter referred to as “Schneider” or “Contractor”) for items and related services as described herein. This Agreement shall be effective on the date it is executed by the last party to execute it (“Effective Date”). The City and Schneider hereby agree as follows:

**STATEMENT OF BACKGROUND AND INTENT**

- A. The City sent out Request for Proposals Number 46-2016-6100-2 for a “McThornmor Acres Survey”, dated May 10, 2016. This Request for Proposals, together with all attachments and amendments, is referred to as the “RFP”, a copy of which is attached hereto as Exhibit “A” and is incorporated herein by reference.
- B. In response to the RFP, Schneider submitted to the City a proposal dated May 26, 2016. This proposal, together with all attachments, is referred to herein as the “Proposal”, and a copy of the same is attached hereto as Exhibit “B” and is incorporated herein by reference.
- C. The City and Schneider have negotiated and now desire to enter into an arrangement for Schneider to perform a historic resources survey of the McThornmor Acres Neighborhood in Huntsville, in accordance with the terms and conditions set forth herein.

**WITNESSETH**

**NOW THEREFORE**, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

**1.0 Scope of Work.**

Schneider will perform a survey of McThornmor Acres, a small mid-century modern neighborhood in Huntsville. The purpose of the survey is to fully ascertain the neighborhood’s eligibility to be placed on the National Register of Historic Places. Schneider will hold community meetings, conduct a survey and complete necessary

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: 8/25/16

survey forms for all of the neighborhood's features and complete a summative report of its findings.

More particularly, the scope of work will be as set forth in City of Huntsville Request for Proposals # 46-2016-6100-2, dated May 10, 2016, and in the Proposal submitted by Schneider, dated May 26, 2016. In the event there is a conflict between the two documents, the terms of the City's Request for Proposals shall control.

**2.0 Contract Amount and Payment Schedule.**

The City will pay to Schneider a total amount of Fourteen Thousand Dollars (\$14,000.00) for the products and services provided by Schneider pursuant to this Agreement. The City shall pay the said amount in four installments based on milestones reached by Schneider. The payment schedule shall be as follows:

| <b><u>Milestone</u></b>   | <b><u>Amount</u></b> |
|---|----------------------|
| Contractor conducts a preliminary site assessment and prepares a consultation meeting with the Huntsville Historic Preservation Commission (HHPC) and the Alabama Historical Commission (AHC) and also hold a public meeting to educate and inform members of the McThornmor Acres neighborhood about the proposed survey process, timeline and requirements. | 25%                  |
| Contractor carries out a survey of the McThornmor Acres Neighborhood and presents its initial findings and a preliminary report to the HHPC and the AHC.  | 25%                  |
| Contractor completes a final survey report outlining the findings of the survey and denoting the eligibility of the neighborhood for the National Register of Historic Places (NHRP) and presents the said report to the HHPC and the AHC for final approval.   | 25%                  |
| Contractor holds a summative public meeting to present the final findings of the survey, holds a final consultation meeting with the AHC, and submits a final draft of the survey report, forms, maps and other supporting material to the AHC and the HHPC.  | 25%                  |

Upon reaching each milestone, Schneider shall provide an invoice to the City for the agreed amount. The City's Project Director shall determine whether the milestone has been met. Payment shall be due to Schneider within thirty (30) days of the receipt of the invoice.

### **3.0 General Terms and Conditions**

#### **3.1 Notices.**

All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

Schneider Historic Preservation, LLC  
Attn: David B. Schneider  
411 East 6<sup>th</sup> Street  
Anniston, AL 36207  
(256) 310-5631  
dbschneider@bellsouth.net

City Of Huntsville  
Attention: Jessica L. White  
P.O. Box 308  
Huntsville, Alabama 35804  
(256) 427-4779  
jessica.white@huntsvilleal.gov

#### **3.2 Project Staff.**

David B. Schneider shall be Schneider's designated Project Manager. Jessica L. White shall be the designated Project Manager for the City. The City must approve any changes in Schneider's project manager.

#### **3.3 Time Period.**

Schneider shall commence the work to be done pursuant to this Agreement on August 12, 2016 and shall complete said work no later than June 15, 2017.

#### **3.4 Work Outside Scope of Project.**

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

### **4.0 SUBCONTRACT.**

Schneider may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. Schneider shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. Schneider shall

be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Schneider of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

### **5.0 Confidential Information.**

Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information") and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law.

### **6.0 Termination**

#### **6.1 Termination for Convenience**

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Schneider. Notice to terminate shall be given to Schneider by written notification mailed or hand delivered to the contact address for Schneider listed in Section 3.1 herein. In the event of such termination without cause, Schneider shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon Schneider providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, Schneider shall promptly submit the City its invoice for final payment.

#### **6.2 Termination for Cause**

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

### **7.0 Nonexclusiveness of Remedies.**

Any right or remedy on behalf of the City or Schneider provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for

nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

**8.0 Injuries to Schneider.**

Schneider is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of Schneider and its agents and/or employees. Schneider waives any and all rights to recovery from the City for any injuries that Schneider (and/or its agents and/or employees) may sustain while performing services under this Agreement.

**9.0 Insurance.**

Schneider shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. Schneider shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Schneider, its agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE OF INSURANCE:**

**1. General Liability:**

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's express written approval.

**Commercial General Liability**

Products and Completed Operations  
Contractual  
Personal Injury  
Broad Form Property Damage

**2. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis

including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

**3. Automobile Liability:**

Business Automobile Liability providing coverage for all hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

**4. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Board of Industrial Relations.

**5. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**B. MINIMUM LIMITS OF INSURANCE:**

**1. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 1,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**2. Professional Liability:**

Insurance may be made on a "claims-made" basis subject to the terms of section 10.0(A)(2) herein:

\$ 1,000,000 per Claim

**3. Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

**4. Workers' Compensation:**

As Required by the State of Alabama Statute

**5. Employers Liability:**

\$ 100,000 Bodily Injury by Accident or Disease

\$ 500,000 Policy Limit by Disease

**C. OTHER INSURANCE PROVISIONS:**

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability Coverage's Only:**

- a. The City, its officers, employees, elected officials, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Schneider for products used by and completed operations of Schneider; or automobiles owned, leased, hired or borrowed by Schneider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents or specified volunteers. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.
- b. Schneider's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Schneider's insurance and shall not contribute to it.
- c. Schneider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages:**

- a. Schneider is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been

given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

**E. VERIFICATION OF COVERAGE:**

The City shall be indicated as a Certificate Holder and Schneider shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

Schneider shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

**G. HOLD HARMLESS AGREEMENT:**

**1. Other Than Professional Liability Exposures:**

Schneider, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the negligent performance of Schneider's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Schneider or any of their consultants, or anyone directly or indirectly

employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**2. Professional Liability:**

Schneider agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Schneider or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

**3. Intellectual Property Rights.**

Schneider agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Schneider pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Schneider, and granting Schneider the sole right to defend such claim. In the event of any infringement or claimed infringement, Schneider, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

**9.1 CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

Schneider shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

**10.0 FEDERAL GRANT MANAGEMENT GUIDELINES**

Performance and administration of this contract shall be in accordance with the "Federal Assurances, Federal Subrecipient Management Guidelines", "Forms" and "Assurances" promulgated by the Alabama Historical Commission, copies of which are attached hereto and incorporated herein by reference respectively as Exhibits "C", "D" and "E".

## **11. GENERAL PROVISIONS.**

### **11.1 Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Alabama.

### **11.2 Force Majeure.**

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

### **11.3 Headings.**

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

### **11.4. Agreement Deemed to Have Been Jointly Drafted.**

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

### **11.5 Waiver.**

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

### **11.6 All Amendments in Writing.**

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

### **11.7 Property of City.**

All work product prepared by Schneider shall become and be the sole property of the City.

### **11.8 Third Parties.**

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

### **11.9 Non Discrimination Policy.**

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

### **11.10 No Assignment**

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

### **11.11 Survivability.**

The terms of Section 9.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

### **11.12 Entire Agreement.**

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of Schneider's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

### **11.13 Order of Precedence of Contract Documents**

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Schneider is deemed to have

based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) Federal Subrecipient Management Guidelines promulgated by the Alabama Historical Commission; 3) Request for Proposals No. 46-2016-6100-2; and 4) Schneider's Response to Request for Proposals No. 46-2016-6100-2.

**IN WITNESS WHEREOF**, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

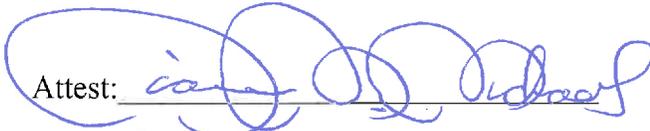
**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor

Attest: \_\_\_\_\_  
Kenneth Benion  
Its: Clerk Treasurer

**SCHNEIDER HISTORIC  
PRESERVATION, LLC**

By: \_\_\_\_\_  
  
Its: \_\_\_\_\_  


Attest: \_\_\_\_\_  
  
Its: \_\_\_\_\_  
Assistant



# HUNTSVILLE

Tommy Battle  
Mayor

**City of Huntsville, Alabama**  
Finance Department  
Procurement Services Division

**Request For Proposals**  
**McThornmor Acres Survey**

|  |   |
|--|---|
| Request for proposal #:                                | 46-2016-6100-2  |
| Issue date:  | Tuesday, May 10, 2016   |
| Pre-Proposal Teleconference Date and Time:             | Not scheduled at this time  |
| Pre-Proposal Conference Date:                          | Not scheduled at this time  |
| Deadline for Questions Date:                           | Thursday, May 19, 2016 at 5:00PM<br>All Questions Must Be E-Mailed To:<br>amanda.sanders@huntsvilleal.gov |
| RFP Closing Date:                                      | Thursday, May 26, 2016 at 2:00PM  |
| Post-Closing Proposer Teleconference Date:             | Not scheduled at this time  |
| Post-Closing Proposer Presentation/Demonstration Date: | Not scheduled at this time  |
| Procurement Services Contact:                          | Amanda S Sanders<br>amanda.sanders@huntsvilleal.gov<br>(256) 427-5060<br>(256) 427-5059 fax               |
| City Internet Site:                                    | <a href="http://www.huntsvilleal.gov/ebids">www.huntsvilleal.gov/ebids</a>                                |
| RFP E-Documents:                                       | McThornmor Acres Survey   |
| Proposal Copies to be Submitted                        | 1 Original and 1 Copy   |
| City File Reference:                                   | McThornmor Acres Survey   |

## SECTION 1. INTRODUCTION

The City hereby gives notice it is requesting sealed proposals for the goods and/or services described in Appendix A of this RFP. The City intends to award a contract to the successful Proposer(s) who the City determines will best meet the City's objectives as described herein.

The major objectives of this RFP are as follows:

- Describe the goods and/or services desired by the City.
- Describe the Proposal and City contract terms and conditions.
- Provide Proposers with instructions for responding to this RFP.

### 1.1 DEFINITIONS

In addition to other terms that may be defined herein, certain terms and abbreviations are defined as follows:

|                   |   |
|-------------------|---|
| "City"            | City of Huntsville, Alabama   |
| "Contract"        | The agreement between the City and the Proposer chosen by the City pursuant to this RFP, which shall include this RFP and the Proposal. |
| "Contractor"      | The party with whom the City will execute the Contract.   |
| "Proposal"        | The response to this RFP submitted by a Proposer.   |
| "Proposer"        | A person or entity submitting a response to this RFP.   |
| "RFP"             | This Request for Proposal, all addenda, appendices and attachments  |
| "RFP E-Documents" | The documents referenced by this name on the cover of this RFP.   |

### 1.2 CONTACT INFORMATION

All questions regarding this RFP must be directed in writing to the contact provided on the cover of this RFP.

### 1.3 SCHEDULE

The sequence of events related to this RFP are as follows:

- A. Pre-Proposal Conference: A Pre-Proposal Teleconference or Conference, as the City deems necessary, will be held at the date and time specified on the cover of this RFP, at which time City representatives will discuss the requirements of the RFP and answer any questions regarding the RFP. The City will issue a notification by addenda of the Teleconference call-in number and password -on the day of the conference. Any Conferences will be held in the City Council Chambers located on the 1st floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama.
- B. Deadline for Questions: All questions must be received in writing not later than the deadline for questions date noted on the cover of this RFP.
- C. RFP Closing Date: Proposals are due no later than 2:00 pm City time on the proposal closing date noted on the cover of this RFP.
- D. Proposer Teleconference/Presentation/Demonstration: To possibly be held as described herein on the date noted on the cover of this RFP.
- E. Proposal Selection: Within ninety (90) days of proposal closing date, unless extended by the City.
- F. Proposal Negotiation: To be announced.
- G. Contract Award: Successful Proposer(s) will be notified of the date the award will be submitted to the City Council for approval. The City will notify Proposer(s) about the need to execute contract documents and provide other required documents as required.
- H. Award Notification: City will provide final notification of award and/or notification to proceed when all City requirements have been met.

## **SECTION 2.0 GENERAL TERMS & CONDITIONS**

It is the intent of the City, through this RFP to establish to the greatest extent possible complete clarity regarding the obligations of all parties to be incorporated in the Contract, for which a Sample Contract is included in Attachment C. Before submitting a proposal, Proposer should become familiar with all requirements of this RFP and the conditions and requirements under which the Contract obligations must be fulfilled. The City will not be responsible for the Proposer's misunderstanding of the scope of work or any terms and conditions of the Contract. Proposer is responsible for making requests for clarification as described in Section 2.4.

The City intends that this RFP is accurate and complete, but recognizes that there may be some details or work requirements not expressly described herein. Therefore, Proposer is required to (1) include in its Proposal all labor, supervision, materials, equipment, and tools of the trade required to meet the City's objectives, and (2) make inquires of the City during the RFP process about the specific requirements of the City, for which the City may issue clarifications in the form of addenda to this RFP, as described herein.

### **2.1 PROPOSAL SUBMISSION CHECKLIST**

Proposers are encouraged to review Appendix B, which provides a checklist of things to consider before a Proposal is submitted to the City. The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements which Proposers must determine from this RFP.

### **2.2 PROPOSAL INSTRUCTIONS**

Proposers are required to submit the required information in accordance with the instructions in this RFP. A response that deviates from the instructions may be considered non-responsive and may be rejected at the discretion of the City.

### **2.3 PROPOSAL PREPARATION EXPENSES**

Proposers are responsible for all bid preparation expenses incurred in the development and submission of their proposals and in participating in any negotiations related to this RFP. The City assumes no obligation for any expenses incurred by the Proposer as a result of the issuance of this RFP, the preparation or submission of a proposal, the evaluation of a proposal, or the selection of the successful Proposer(s).

### **2.4 INTERPRETATIONS**

The City will not be responsible for oral interpretations of this RFP. Proposer's questions and/or comments concerning lack of clarity, defects and questionable or objectionable material in the RFP must be submitted in writing to and received by the contact provided on the cover of this RFP not later than the deadline for questions date noted on the cover of this RFP. Questions shall specify the Section(s), paragraph(s), and page number(s) to which the question refers.

### **2.5 PRE-PROPOSAL CONFERENCES & QUESTIONS**

A Pre-Proposal Conference may be scheduled to review and answer any pertinent questions concerning the proposal and the specifications. Any questions or requests for clarification must be addressed at a Pre-Proposal Conference, if scheduled, or submitted in writing no less than five (5) business days prior to the date for receipt of proposal responses.

### **2.6 ADDENDA**

The City may issue addenda to this RFP to provide additional information or clarifications. The City of Huntsville will not be responsible for a Proposer's failure to acquire any addenda issued. The City will issue notifications of addenda issued via the City's Internet Site, and Proposer's who have downloaded this RFP will be notified of any addenda by email. It is the Proposer's responsibility, however, to periodically check the City's Internet Site for addenda issued. All Proposers will be responsible for downloading any addenda at [www.huntsvilleal.gov/ebids](http://www.huntsvilleal.gov/ebids).

Proposer shall acknowledge receipt of all addenda in its Proposal. The Proposer acknowledges receipt of the following addenda, if applicable: \_\_\_\_\_

### **2.7 PROPOSAL PRICE**

Proposer's price for the goods and services purchased by the City pursuant to this RFP shall be specified in the Proposal Pricing Form, Appendix F. All tools of the trade required to meet the Contract requirements must be included in the Proposal price.

Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and

manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Proposal.

Prices quoted to the City shall remain firm for a minimum of 45 days from the date of opening of the proposal, unless so stated differently in the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the proposal. Any proposal containing an "Escalator Clause" will not be considered unless so stipulated in the request for proposal. Discounts will be considered in determining the lowest responsible proposer, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

## **2.8 PRICE REDUCTIONS**

If at any time after the date of the contract award, the Proposer makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period or until the price is further reduced. Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, an occasional sale at a lower price or sale of distressed merchandise would not be considered a general price reduction.

## **2.9 DELIVERY/COMPLETION SCHEDULE**

The delivery or completion schedule must be entered in the appropriate space in order for the proposal to be considered. If all items cannot be delivered on the same schedule, please note variances. (See Appendix F: Proposal Pricing Form)

## **2.10 BID BOND**

An **original** Bid Bond is required in the amount of five (5) percent of the total price specified in Proposer's Proposal Pricing Form, unless another amount is specified on the cover of this RFP. Any proposal submitted without an original Bid Bond, when required, will not be considered. Such Bid Bond shall be an original document in the form of a firm commitment, such as Bid Bond, postal money order, certified check, cashiers check, or irrevocable letter of credit. A company check is not an acceptable Bid Bond.

Bid Bonds shall be retained by the City until such time as a contract is executed; a purchase order is issued, or in some cases, materials and/or equipment is received, if a Performance Bond is not required.

## **2.11 SUBMISSION OF PROPOSALS**

Complete, sealed proposals must be clearly marked with the RFP# and received by Procurement Services no later than 2:00 p.m. City time on the proposal closing date specified on the cover of this RFP. For the purposes of receiving Proposals, the clock located in the City Council Chambers at 308 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), and shall be the official record of time. Late proposals will not be accepted nor considered. The City will not be responsible for a carrier's failure to deliver.

The number of copies specified on the RFP cover must be delivered to:

City of Huntsville  
Procurement Services  
P. O. Box 308 (35804)  
308 Fountain Circle (35801)  
Huntsville, Alabama

For Proposer's convenience, a mailing label is provided in Attachment B.

## **2.12 LATE PROPOSALS**

The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal response to the City's Procurement Services office by the 2:00 p.m. local time deadline stated in the proposal request. Any proposal received after the opening date and time will not be considered.

## **2.13 PUBLIC RECORDS NOTICE AND CITY RIGHTS TO INFORMATION**

The City is governed by the public records laws of the State of Alabama. All Proposals and information received by or that is available to the City pursuant to this RFP, except copyright material, shall become the property of the City. All such information, as it becomes the property of the City, becomes a public record and is subject to disclosure pursuant to

applicable open records laws that provide for reasonable inspection by the public. All proposal information, including detailed pricing information and proprietary technical information, will be held in confidence by the City's Procurement Services Division until a recommendation for contract award has been made to the City Council, after which proposal information will be subject to disclosure as a public record.

At the specific written request of Proposer, the City will make reasonable efforts to protect from public disclosure any information that Proposer (1) segregates from other information and (2) is clearly labeled as "proprietary," "trade secret," "confidential," or "restricted," provided that Proposer also furnishes a brief statement that describes the reasons for the requested nondisclosure.

If proprietary, confidential, trade secret or otherwise restricted information is submitted to the City by Proposer as a result of this RFP or any resulting contract, then Proposer shall hold harmless and indemnify the City, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, expenses, and costs, including, but not limited to, any costs related to legal defense, attorney's fees, court costs, damages, or judgments arising from or resulting from any disclosure request or disclosure by the City of such information.

## **2.14 PROPOSAL OPENINGS**

All Proposal Openings are open to the public and will be held in the City Council Chambers located on the first floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama. The City will notify Proposers of the date and time for such.

## **2.15 RESPONSIVE PROPOSALS**

Each Proposal must be submitted in duplicate, unless otherwise specified, in a separate sealed envelope with the RFP number and the opening date clearly noted. **For your convenience, a mailing label is provided with this document.** All Proposers must use our proposal form and follow all instructions in submitting a response. All Proposals shall be typewritten or in ink on the form(s) prepared by the City. Proposals prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign proposals. All Proposals must be signed by officials of the corporation or company duly authorized to bind the company. Any Proposal submitted without being signed will automatically be rejected.

## **2.16 RESPONSIBLE PROPOSERS**

The City shall take reasonable measures to determine Proposer capability, business integrity, financial resources, and reliability in all respects to perform fully the contract requirements and insure good faith performance prior to contract award and during the term of the contract.

## **2.17 LOCAL PREFERENCE**

In accordance with Alabama State Law, the City may choose to utilize a local preference for items of personal property only. In the event a Proposal is received for an item of personal property from a Proposer deemed to be a responsible Proposer, having a place of business within the Huntsville City limits and the Proposer's price is no more than three percent (3%) greater than the price of the lowest responsible Proposer located outside the City limits, the City may award the Contract to the resident responsible proposer. The local preference is not applicable if the procurement in question is funded with a federal grant.

## **2.18 PROPOSAL AWARDS**

The City reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, readvertise and/or take such other steps decreed necessary and in the best interest of the City. The City reserves the right to make an award in whole or part to one or more proposers whenever deemed necessary and in the best interest of the City. All proposals will be awarded to the lowest responsive and responsible proposer. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. In the event only one proposer responds to an request for proposal, the City may reject the proposal and negotiate the purchase or contract, providing the negotiated price is lower than the proposal price.

Written notification of award will be mailed the successful proposer upon approval of the Huntsville City Council. All other proposers will also be notified by mail and Bid Bonds, if applicable, will be returned at that time. Orders will be placed by issuance of a purchase order against the contract which serves as the contractor's authorization. Delivery instructions will be noted on the purchase order as well as billing instructions.

## **2.19 RIGHT TO REJECT PROPOSALS**

The City reserves the right to reject any part of any Proposal, to waive minor defects or technicalities, or to solicit new proposals for the same goods and services that may be the subject of this RFP, as the City may deem necessary and in its best interest. Proposers must comply with all the terms of the RFP and all applicable local, state and federal laws, codes and regulations.

If a Proposer does not comply with RFP's requirements, or proposes to restrict the rights of the City as specified in the RFP or qualify its Proposal in conflict with the RFP, the City may determine the Proposer to be non-responsive and may reject the Proposal.

The City shall take reasonable measures to determine Proposer's capability, business integrity, financial resources, and reliability in all respects to comply with the City's requirements, and insure good faith performance prior to contract award and during the term of the contract. If, during the RFP process, a Proposer does not demonstrate its ability to comply with the City's requirements, to the City's satisfaction and at the City's sole determination, based on all information available to the City, the City may determine the Proposer to be non-responsible and may reject the Proposal.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other proposals; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision, may be waived at the discretion of the City.

Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- a. Failure to use the proposal forms furnished by the City.
- b. Lack of signature by an authorized representative on the proposal form.
- c. Failure to properly complete the proposal form and Proposer compliance.
- d. Evidence of collusion among proposers.
- e. Unauthorized alteration of the proposal form.
- f. Failure to submit a Bid Bond, if required.
- g. For public improvement projects only, failure to note the General Contractor's license number or a note that the bid amount is less than \$50,000.

## **2.20 INVOICING THE CITY**

Invoices submitted pursuant to this RFP must include:

- a. Name and remittance address of Proposer.
- b. Invoice date.
- c. Invoice number.
- d. RFP number.
- e. City purchase order number.
- f. Contact information of the person to be notified in event of a discrepancy in the invoice.

## **2.21 PAYMENT TERMS**

The City will render payment to the successful Proposer(s) by check on a net 30-day basis after receipt of an invoice that has been submitted as required in this RFP, unless the City authorizes alternative terms in writing.

## **2.22 NON-APPROPRIATION**

The City assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

## **2.23 SPECIFICATIONS**

The specifications are provided to potential proposers as guidelines that describe the type and quality of commodity or service the City is seeking to procure. The proposer must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the proposal.

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the proposer to the specified brand, make, manufacturer or specification names. It is set forth to convey the

general style, type, character, and quality of the article desired by the City. Proposer shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary.

It will be assumed that all proposals are based upon the specifications unless the proposer stipulates to the contrary on the Proposal form, in which case, the proposer shall point out in detail any and all deviations from the specifications. Proposers having items that do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose. The City reserves the right to request a demonstration of any and all items proposed before making the award.

All items proposed will be inspected by a representative of the City upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.

#### **2.24 NEW EQUIPMENT**

All manufactured commodities shall be new, latest model unless otherwise stipulated. The proposer shall guarantee that commodities submitted for their proposal shall be new, and of the latest and most improved model of the current production, and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrators will not be accepted unless specifically requested.

#### **2.25 WARRANTY**

The proposer shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the Proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.

#### **2.26 CONTRACT TERM**

In accordance with the Alabama Competitive Bid Law, as amended, the City may enter into multi-year leases, purchase, and lease-purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:

- a. Contracts shall terminate without further obligation on the part of the City except as set forth in the contract as permitted by this Act at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in this section;
- b. Contracts may provide for automatic renewal unless positive action is taken by the City to terminate such contract, and the nature of such action shall be determined by the City and specified in the contract.

#### **2.27 CONTRACT ASSIGNMENT AND SUBLETTING**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation without the previous written consent of the city. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify the city immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract.

#### **2.28 INSURANCE REQUIREMENTS**

The proposal documents will state any applicable insurance requirements. (See Appendix C)

#### **2.29 HOLD HARMLESS**

The successful proposer agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to proposer's performance.

#### **2.30 ORDER OF PRECEDENCE**

Any provisions, made in the Request for Proposals, supersede any provisions outlined herein the General Terms and Conditions.

#### **2.31 E-VERIFY**

Proposer must agree to comply with the E-Verify laws. (See Attachment A, Section 3.3)

#### **2.32 EQUAL OPPORTUNITY**

The City has an Equal Opportunity Purchasing Policy and encourages utilization of minority and women-owned business enterprises in its procurement activities. The City provides equal opportunities for all businesses and does not against any

Proposer regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

### **2.33 DISADVANTAGED BUSINESS ENTERPRISE**

To the extent authorized by Federal law, contractors, at any tier, agree to facilitate participation by Disadvantaged Business Enterprises in compliance with 1101(b) of SAFETEA-LU; 23 U.S.C. § 101 note; and, 49 C.F.R. Part 26.

### **2.34 CIVIL RIGHTS**

When applicable, contractors, at any tier, must comply with the following Federal laws: 49 U.S.C. § 5332 (non discrimination in Federal Public Transportation Programs); Title VI of the Civil Rights Act of 1964, as amended, 24 U.S.C. § 2000d and § 303 (non discrimination on the basis of race, color, or national origin and age); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e (Equal Employment Opportunity); and The American with Disabilities Act, as amended, 42 U.S.C. § 12112.

### **2.35 ADA**

The vendor/Proposer/contractor agrees to comply fully with the Americans with Disabilities Act and will indemnify and hold harmless the City from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American with Disabilities Act.

### **2.36 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS**

If the funding source is a Federal grant, the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT Regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, and 49 U.S.C. § 5323(1), 18 U.S.C. § 1001 may apply to a subcontractor at any tier.

### **2.37 DEBARMENT AND SUSPENSION**

The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the "Excluded Parties Listing System" at <http://epls.gov/>, and will include a similar term or condition in each of its covered transactions.

### **2.38 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Federal Government shall not be subject to any obligations or liabilities to any third party contractor or other participant at any tier of the Project.

### **2.39 RIGHT TO INSPECT**

At reasonable times, the City may inspect those areas of the Proposer's place of business that are related to the performance of a contract. If the City makes such an inspection, the Proposer must provide reasonable assistance. The City reserves the right on demand and without notice to inspect all of the Proposer's files associated with a subsequent contract where payments are based on Proposer's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract; and, subcontractors, at any tier, may be required to provide access to records as provided in 49 U.S.C. § 5325(g).

### **2.40 ETHICS, COMPLIANCE AND OTHER MATTERS**

For purposes of this Section, Proposer includes Proposer's parent company(ies), subsidiary(ies), and affiliate(s). In Section 3.3, Proposer must acknowledge;

- 1) Proposer is fully qualified to provide the requested goods and services to the City.
- 2) Proposer is properly established, licensed and authorized to do business in the State of Alabama and the City, or will be prior to commencement of performance under the Contract. Proposer shall provide evidence of such licenses to the City upon request.
- 3) This Proposal is true, accurate and complete.
- 4) This Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation.
- 5) Proposer has not directly or indirectly induced or solicited any other Proposer to this RFP to submit a false or sham Proposal.
- 6) Proposer has not sought by collusion to obtain for themselves any advantage over any other Proposer to this RFP or over the City.
- 7) Except as disclosed in Proposal, Proposer:
  - i) Has not, in the past three (3) years made contributions to elected City officials or candidates for City offices;

discriminate Is not subject to pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer;

- ii) Has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer (the details of which shall be disclosed in Proposal);
  - iii) Has not had a bond or surety canceled or forfeited (the details of which shall be disclosed in Proposal); and,
  - iv) Has not been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13) (the details of which shall be disclosed in Proposal).
- 8) Neither the Proposer nor any individuals who will fulfill Contract requirements has a possible conflict of interest with the City, except as disclosed in writing in the Proposal; that the City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the goods and services to be provided by Proposer; and that the City's determination regarding any questions of conflict of interest shall be final.
- 9) Proposer is not indebted to the City, and will not at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification, the City shall have the right to, and may, at the option of the City, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame as specified by the City in writing, this will offset any such indebtedness against said payments and/or terminate the Contract for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).
- j. Code of Ala. 1975 §36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code of Ala. 1975 §36-25-11.

#### **2.41 VERIFICATION REQUIREMENTS**

All Proposers must complete and return Appendix H.

#### **2.42 GOVERNING LAW**

All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama. Federal grants are subject to Federal laws. Federal laws, regulations, and directives may change and the most recent changes will apply, unless otherwise determined in writing by the Federal Agency. All contractual provisions required by the Department of Transportation, as set forth in FTA Circular 4220.1F, are incorporated by reference.

#### **2.43 TERMINATION**

The City reserves the right to terminate, without cause, any award made as a result of this Proposal solicitation by providing a thirty (30) day letter of cancellation notification to the successful Proposer. If the funding source is a Federal grant, the Federal Government reserves the right to terminate, without cause, any award made as result of this Proposal.

## SECTION 3. PROPOSAL INSTRUCTIONS

Proposers are required to submit the required information in accordance with the instructions in this section. A response that deviates from these instructions may be considered Non-responsive and may be rejected at the discretion of the City.

### 3.1 GENERAL

Proposals must be prepared in English and be presented on 8 ½ x 11 paper, pages sequentially numbered within each tabbed section described in section 3.2, and single spaced with an easily legible font size. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color display, promotional material, etc., are not necessary. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables shall be numbered and labeled clearly. Proposal shall be typewritten or in ink; those prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign the Proposal. Attachment A and the Proposal Pricing Form(s) must be signed by officials of the corporation or company duly authorized to bind Proposer.

### 3.2 PROPOSAL FORMAT

Proposals must be submitted with tabbed indexes separating the sections, organized in the following order:

- Tab 1: Transmittal letter.
- Tab 2: Proposer Information. Proposer must complete and submit Attachment A.
- Tab 3: Qualification and Experience of Proposer. In addition to other information the City reserves the right to request and require during its evaluation, Proposer must provide information to demonstrate its qualifications and -experience in providing goods and services similar to those the City desires, and such information shall include:
- a) A brief description of the company, including past history, present status, future plans, etc.
  - b) How long the company has been in business.
  - c) Company size and organization.
  - d) City prefers that the Proposer has been actively engaged in providing the goods and services similar to those subject to this RFP for at least five (5) years. Proposer must confirm this preference and disclose in Proposal if experience is less than five years.
  - e) The names and resumes of each person who will fulfill and/or manage the performance of the work. A project manager must be identified. For the individuals provided, indicate whether the individual is a full/part-time employee of Proposer's organization (and if so, for how long) or a subcontractor. If the individual is a subcontractor, list the recent engagements that the subcontractor has previously worked for Proposer and the particular responsibilities on the engagements.
  - f) Proposer's customer service philosophy and how it documents the results.
  - g) Proposer's capability and methods to provide direct training and support services related to the goods and services subject to this RFP, and whether such will be subcontracted.
  - h) Any subcontractors Proposer intends to use to fulfill Contract requirements.
  - i) A list of three (3) customers for whom Proposer has recently provided similar goods and services in an environment similar to the City, the dates those were provided, and the quantity of goods and types of services provided. Information shall include the name of customer, contact name and position, address, and contact telephone number (The City reserves the right to check all references furnished and consider the responses received in the RFP evaluation process). The City cannot be listed as a reference. More specific reference requirements may be included in Appendix A.
- Tab 4: Scope of Work. Proposers must provide a detailed explanation of the goods and services it will provide to meet the requirements of the RFP. Proposer is encouraged to provide a list of standard configurations, functions, features, reports, tools and other information that will allow the City to understand how Proposer will fulfill its obligations to the City, which shall include the proposed work plan, and procedures and timeline to meet the requirements of this RFP. Proposer is encouraged to demonstrate how its proposal will exceed the City's requirements, if applicable. The work plan shall identify necessary resources and subtasks. As an example, depending on the work being done, the plan would include milestones, reviews and hardware/software installation. The work plan shall also include a planning schedule listing key activities, deliverables and dates (expressed relative to the date Contractor is given notification to commence work).

If required by Appendix F, Proposer must submit form documenting its compliance with the City's required/ desired performance specifications.

- Tab 5: Proposer must acknowledge receipt of any addenda issued by signing the addenda and submitting in this section (see Section 2.2).
- Tab 6: Additional Documentation. If applicable, Proposer shall include screen shots and sample reports from computer software applications that may be part of the proposed goods. This is intended to illustrate how a particular requirement might be met by Proposer, NOT a complete submission of all screens/reports/features.

### **3.3 PRICE PROPOSAL**

Proposer's price for the goods and services purchased by the City pursuant to this RFP shall be specified in the Proposal Pricing Form, Appendix G. All tools of the trade required to meet the Contract requirements must be included in the Proposal price.

**The Proposal Pricing Form must be submitted with the original Proposal, in a SEPARATE SEALED ENVELOPE clearly marked "PROPOSAL PRICING FORM". The additional copies of the Proposal requested in Section 3.2 must NOT include any copies of the Proposal Pricing Form. The City will evaluate the other components of the Proposal before opening or revealing the Proposal Pricing Form.**

Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City is tax exempt by law - Code of Alabama - Title 40, Sec. 23, Sub. Sec. 4, Par. 11.

The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Proposal.

### **3.4 SUBMISSION OF PROPOSALS**

Complete, sealed proposals must be clearly marked with the RFP# and received by Procurement Services no later than 2:00 p.m. City time on the proposal closing date specified on the cover of this RFP. For the purposes of receiving Proposals, the clock located in the City Council Chambers at 308 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), shall be the official record of time. Late proposals will not be accepted nor considered. The City will not be responsible for a carrier's failure to deliver.

The number of copies specified on the RFP cover must be delivered to:

City of Huntsville  
Procurement Services  
P. O. Box 308 (35804)  
308 Fountain Circle (35801)  
Huntsville, Alabama

For Proposer's convenience, a mailing label is provided in Attachment B.

### **3.5 PROPOSAL SUBMISSION CHECKLIST**

Proposers are encouraged to review Appendix C, which provides a checklist of things to consider before a Proposal is submitted to the City. The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

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| <b>APPENDIX B:</b>   | <b>SPECIAL TERMS &amp; CONDITIONS</b>              |
| <b>APPENDIX C:</b>   | <b>PRICING FORM</b>                                |
| <b>APPENDIX D:</b>   | <b>EVALUATION CRITERIA</b>                         |
| <b>APPENDIX E:</b>   | <b>PROPOSAL PREPARATION CHECK LIST</b>             |
| <b>APPENDIX F:</b>   | <b>REPORT OF OWNERSHIP FORM</b>                    |
| <b>ATTACHMENT A:</b> | <b>BONDS &amp; INSURANCE</b>                       |
| <b>ATTACHMENT B:</b> | <b>PROPOSER INFORMATION &amp; ACKNOWLEDGEMENTS</b> |
| <b>ATTACHMENT C:</b> | <b>MAILING LABELS</b>                              |

## **APPENDIX A SCOPE OF WORK & RELATED INFORMATION**

The City of Huntsville, AL requests proposals from qualified consulting firms to provide professional guidance and staff support services as related to a historic resource survey for McThornmor Acres neighborhood. The City of Huntsville wishes to have a survey completed to determine the eligibility of McThornmor Acres, a mid-century modern neighborhood in Huntsville, to the National Register of Historic Places. The City expects to enter into a fixed fee consulting services agreement upon selection of the firm for the scope of services herein.

### **Project Introduction.**

McThornmor Acres is a small residential neighborhood located on the northwest end of Holmes Avenue in Huntsville, Alabama (see accompanying map). The neighborhood, constructed primarily in the 1960s, has approximately 211 homes and roughly the same amount of outbuildings. The purpose of this survey is to fully ascertain the neighborhood's eligibility to the National Register of Historic Places. The selected consultant will be required to hold community meetings, conduct a survey and complete necessary survey forms for all of the neighborhood's features, and complete a summative report of the of their findings.

### **Scope of Services.**

- June 15, 2016 to August 15, 2016- The consultant shall conduct a preliminary site assessment and prepare a consultation meeting with the Huntsville Historic Preservation Commission (HHPC) and the Alabama Historical Commission (AHC). The consultant will also be required to hold a public meeting to educate and inform members of the McThornmor Acres neighborhood about the proposed survey process, timeline, and requirements.
- August 16, 2016 to December 16, 2016- The consultant will carry out a survey of McThornmor Acres neighborhood. The survey should include detailed photographs of the survey area, preparation of survey forms, development of a historical background, architectural descriptions for survey report, and any necessary mapping. Initial findings and a preliminary report should be presented to the HHPC and the AHC.
- December 17, 2016 to April 17, 2017- The consultant complete a final survey report outlining the findings of the survey and denoting the eligibility of the neighborhood to the National Register of Historic Places (NRHP). The final report should include information gathered during the field survey, and should be submitted to the HHPC and the AHC for final review and approval.
- April 18, 2017 to June 15, 2017- The consultant shall hold a summative public meeting to present the final findings of the survey. The consultant will also be required to hold a final consultation meeting with the AHC, as well as submit a final draft of the survey report, forms, maps, and other supporting material to the AHC and the HHPC.

All items detailed above shall be complete no later than June 15, 2017.

**APPENDIX B  
SPECIAL TERMS & CONDITIONS**

Concerning the RFP of which this Appendix is a part, the following special terms and conditions shall apply:

- 1 Original Proposal and one (1) Copy must be delivered to:

City of Huntsville  
Procurement Services  
5<sup>th</sup> Floor  
Attn: Amanda Sanders  
P. O. Box 308 (35804)  
308 Fountain Circle (35801)  
Huntsville, Alabama

**APPENDIX C**  
**PROPOSAL PRICING FORM**  
(Proposer must print this form and complete it manually)

- Pricing will be requested after evaluation process is completed.

## APPENDIX D EVALUATION CRITERIA

### **Professional Qualifications.**

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

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

Federal funds are involved and compliance with all applicable Federal, State, and local laws, rules, and regulations is required. Qualified firms submitting proposals will be evaluated on the basis of a rating system contained herein as they respond to the following factors. Please be sure to specifically address each factor in your response, as the most qualified firm will be selected based on this system.

#### **Factor A- Experience and Statement of Project Understanding- (30 Points Available)**

Fully describe the experience of the firm relating to historic resource survey work in narrative form or by documentation submission, including up to three (3) successfully completed recent projects of like nature. Fully explain the firm's understanding of the project and state the approach to implementation.

#### **Factor B- Availability and Qualifications of Personnel- (10 Points Available)**

List names and qualifications of various personnel expected to be assigned to the project and indicate the availability of each person.

#### **Factor C- Scope of Services Available From Firm- (10 Points Available)**

Describe, by narrative or attachment, the services available from the firm and indicate the relationship as may be applicable to this project.

#### **Factor D- Special Qualifications- (30 Points Available)**

Indicate special qualifications of the firm as they relate to the local government and this project. Special qualifications include familiarity with Huntsville's history during the 1940s-1960s, and a strong understanding of mid-century modern architecture.

#### **Factor E- Timeframe- (20 Points Available)**

Indicate the firm's and designated team members' capability to meet schedules and deadlines. Please provide a potential timeline of the project with deliverables.

---

The proposer with the greatest point total out of the 100 possible points will be selected for contract negotiation. If a reasonable contract price cannot be negotiated the next highest related proposer will be contracted, and so on.

**APPENDIX E  
PROPOSAL PREPARATION CHECKLIST**

| <b>Description</b>                        | <b>Section</b>      |       |
|---|---------------------|-------|
| <u>General:</u>                           |                     |       |
| Review of RFP schedule                    | 1.3                 | _____ |
| Review of Contract Terms & Conditions     | Section 2           | _____ |
| Review of Proposer responsibilities       | Section 3           | _____ |
| Bid bond requirements                     | 2.11 & Attachment A | _____ |
| Performance Bond & Insurance requirements | 2.11 & Attachment A | _____ |
| Business licensing requirements           | 2.12                | _____ |
| Invoicing requirements                    | 2.13                | _____ |
| Tabbed proposal format and contents       | 3.10.2              | _____ |
| Proposer Information Form                 | Attachment B        | _____ |
| Contractor E-Verify Certification         | 2.18 & Attachment E | _____ |
| Price Proposal Instructions and Form      | 3.11 & Appendix C   | _____ |
| Proposal Submission requirements          | 3.12                | _____ |
| Evaluation criteria                       | Appendix D          | _____ |
| Scope of work                             | Appendix A          | _____ |
| Special terms and conditions              | 2.19 & Appendix B   | _____ |

**APPENDIX F**  
**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): \_\_\_\_\_
- City of Huntsville current taxpayer identification number (if available): \_\_\_\_\_

(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| Type of Ownership<br>(check appropriate box)                             | Entity I. D. Number<br>& Applicable State            |
|--|--|
| <input type="checkbox"/> Individual or Sole Proprietorship               | Not Applicable                                       |
| <input type="checkbox"/> General Partnership                             | Not Applicable                                       |
| <input type="checkbox"/> Limited Partnership (LP)                        | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Partnership (LLP)             | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State:                                      |
| <input type="checkbox"/> LLC (Multi-Member)                              | Number & State:                                      |
| <input type="checkbox"/> Corporation                                     | Number & State:                                      |
| <input type="checkbox"/> Other, please explain:                          | Number & State (if a filing entity under state law): |

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, **are not required unless:** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature: \_\_\_\_\_ Title (if applicable): \_\_\_\_\_

Type or legibly write name: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT A  
CITY OF HUNTSVILLE, ALABAMA  
BONDS AND INSURANCE REQUIREMENTS**

For purposes of this RFP, the following Bonds and Insurance as specified in the Attachment apply:

|                               | <b>Applicable (Yes/No)</b> | <b>Amount</b>    |
|-------------------------------|----------------------------|------------------|
| <b>Bid Bond</b>               | <b>NO</b>                  | <b>See below</b> |
| <b>Performance Bond</b>       | <b>YES</b>                 | <b>See below</b> |
| <b>Insurance Requirements</b> | <b>YES</b>                 | <b>See below</b> |

**1. BID BOND**

An original Bid Bond is required in the amount of five (5) percent of the total price specified in Appendix C. Any bid submitted without an original Bid Bond will not be considered. A company check is not an acceptable bid bond.

**2. PERFORMANCE & PAYMENT BOND**

A Performance Bond must remain in effect for the entire term of the Contract in the amount of 100% of the annual contract amount. A Payment Bond shall be included with the Performance Bond, or separately provided.

**3. INSURANCE REQUIREMENTS**

The Contractor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the bid specifications. The Contractor shall procure and maintain for the duration of the Contract or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the Contractor, his agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE OF INSURANCE:**

**1. General Liability:**

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after Risk Management approval.

**Commercial General Liability**

- Products and Completed Operations
- Contractual
- Personal Injury
- Explosion, Collapse and Underground
- Broad Form Property Damage

**2. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

**3. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Subrogation shall be waived as respects Workers' Compensation.

**ATTACHMENT A  
CITY OF HUNTSVILLE, ALABAMA  
BONDS AND INSURANCE REQUIREMENTS**

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

**E. VERIFICATION OF COVERAGE:**

The City shall be indicated as a Certificate Holder and the Contractor shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before Award Notification is issued by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for the Contractor shall be required to carry insurance.

**G. HOLD HARMLESS AGREEMENT:**

The Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the Contractor, or any of their subcontractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**ATTACHMENT B**  
**CITY OF HUNTSVILLE, ALABAMA**  
**PROPOSER INFORMATION & ACKNOWLEDGEMENTS**  
(Proposer must print this form and complete it manually)

**Business Organization**

Name of Proposer (exactly as it would appear on an agreement):

\_\_\_\_\_

Doing-Business-As Name of Proposer:

\_\_\_\_\_

Principal Office Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

Form of Business Entity [check one ("X")]

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Individual \_\_\_\_\_

Joint Venture \_\_\_\_\_

Other (describe): \_\_\_\_\_

\_\_\_\_\_

**Corporation Statement**

If a corporation, answer the following:

Date of incorporation:

\_\_\_\_\_

Location of incorporation:

\_\_\_\_\_

The corporation is held:

Publicly \_\_\_ Privately \_\_\_

Names and titles of corporate officers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT B  
CITY OF HUNTSVILLE, ALABAMA  
PROPOSER INFORMATION & ACKNOWLEDGEMENTS**

**Partnership Statement**

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is:      General \_\_\_ Limited \_\_\_

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture Statement**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded?      Yes \_\_\_ No \_\_\_

Name, address of each Joint Venturer and percent of ownership of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Ethics, Compliance and Other Matters**

Concerning the RFP of which this Attachment is a part, Proposer, which for purposes of this Attachment includes Proposer's parent company(ies), subsidiary(ies), and affiliate(s), Proposer acknowledges, affirms, represents and covenants that:

- 10) Proposer is fully qualified to provide the requested goods and services to the City.
- 11) Proposer is properly established, licensed and authorized to do business in the State of Alabama and the City, or will be prior to commencement of performance under the Contract.
- 12) This Proposal is true, accurate and complete.
- 13) This Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation.
- 14) Proposer has not directly or indirectly induced or solicited any other proposer to this RFP to submit a false or sham proposal.
- 15) Proposer has not sought by collusion to obtain for themselves any advantage over any other proposer to this RFP or over the City.

**ATTACHMENT B  
CITY OF HUNTSVILLE, ALABAMA  
PROPOSER INFORMATION & ACKNOWLEDGEMENTS**

- 16) Except as disclosed in Proposal, Proposer:
- a) Has not, in the past three (3) years made contributions to elected City officials or candidates for City offices, except as disclosed in Proposal;
  - b) Is not subject to pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer;
  - c) Has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer (the details of which shall be disclosed in Proposal);
  - d) Has not had a bond or surety canceled or forfeited (the details of which shall be disclosed in Proposal); and
  - e) Has not been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13) (the details of which shall be disclosed in Proposal).
- 17) Proposer will comply with the laws of the State of Alabama, applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act (NOT including the Davis-Bacon Act unless specified elsewhere herein) and the regulations issued thereunder by the U.S. government.
- 18) Proposer's activities provided to the general public under the Contract will be in conformance with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the U.S. government.
- 19) Neither the Proposer nor any individuals who will fulfill Contract requirements has a possible conflict of interest with the City, except as disclosed in writing in the Proposal; that the City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the goods and services to be provided by Proposer; and that the City's determination regarding any questions of conflict of interest shall be final.
- 20) Proposer is not indebted to the City, and will not at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification, the City shall have the right to, and may, at the option of the City, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame as specified by the City in writing, this will offset any such indebtedness against said payments and/or terminate the Contract for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).
- 21) Proposer has read and understand the City's Contract terms and conditions.

This Proposal is hereby submitted by the undersigned:

\_\_\_\_\_  
Printed legal name of proposer

\_\_\_\_\_  
Printed name of individual/corporate officer/general partner/joint venturer AND Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT C MAILING LABELS

The below mailing labels are provided to assist you in submitting your Bid and to insure proper identification of Bid documents. Please cut out the label you desire for either the City's mailing or physical address, fill in the blanks, and affix to your envelope.

### MAILING ADDRESS:

|  |  |
|--|--|
| <p><b>FROM:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>RFP/IFB# _____</p> <p>FOR _____</p> <p>OPENING DATE _____<br/>2:00 PM local time</p> <p>GC LICENSE # _____<br/>(If applicable)</p> | <p><b>TO:</b></p> <p><b>THE CITY OF HUNTSVILLE<br/>PROCUREMENT SERVICES<br/>P. O. BOX 308<br/>HUNTSVILLE, AL 35804</b></p> |
|--|--|

### PHYSICAL ADDRESS:

|  |  |
|--|--|
| <p><b>FROM:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>RFP/IFB# _____</p> <p>FOR _____</p> <p>OPENING DATE _____<br/>2:00 PM local time</p> <p>GC LICENSE # _____<br/>(If applicable)</p> | <p><b>TO:</b></p> <p><b>THE CITY OF HUNTSVILLE<br/>PROCUREMENT SERVICES<br/>308 FOUNTAIN CIRCLE<br/>HUNTSVILLE, AL 35801</b></p> |
|--|--|

PROPOSAL  
McTHORN MOR ACRES SURVEY

46-2016-6100-2

May 26, 2016



**SCHNEIDER**  
Historic Preservation, LLC

411 East 6th Street, Anniston AL 36207  
Fax 334.323.5631 • Phone: 256.310.6320  
e-mail: [dbschneider@bellsouth.net](mailto:dbschneider@bellsouth.net)



**SCHNEIDER**  
Historic Preservation, LLC

411 East 6th Street, Anniston AL 36207  
Fax 334.323.5631 • Phone: 256.310.6320  
e-mail: dbschneider@bellsouth.net

May 26, 2016

Amanda S. Sanders  
City of Huntsville  
Procurement Services  
308 Fountain Circle  
Huntsville, AL 35801

Re: McThornmor Acres Survey, Request for Proposals

Dear Ms. Sanders,

Enclosed for your consideration is a proposal to provide the historic preservation consulting services necessary to complete the scope of work described in the City of Huntsville's Request for Proposals for the McThornmor Acres Survey.

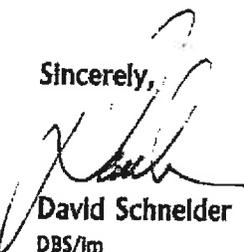
With thirty-five years of professional historic preservation experience, I have successfully completed a diverse range of projects for private and public sector clients in fourteen states and one other country, specializing in community preservation planning, design review in historic districts, historic resource documentation, and the certification of projects for historic rehabilitation tax credits. Survey projects that I have been involved with have ranged in size from individual neighborhoods to major countywide surveys and have included both rural and urban settings.

I have completed several projects in Huntsville. In 2009, I completed historic survey updates and the editing and submittal of National Register nominations for the Lincoln, Merrimack, Dallas and Lowe Mill Village Historic Districts Historic for Historic Huntsville Foundation. That year, I also conducted a historic resource survey of the Pinhook Greenway project along Pinhook Creek and Dallas Branch for P.E. LaMoreaux & Associates, Inc. The City of Huntsville engaged me to prepare Design Review Guidelines for its historic districts in 2003.

Having served as the Executive Director of three separate countywide historic preservation organizations, and having been involved with hundreds of private-sector preservation projects, I recognize the value a comprehensive inventory and nomination can have for a community. My work has traditionally stressed the importance of these tools as the essential foundation upon which to build a successful preservation program.

Enclosed please find three copies of my proposal. I look forward to an opportunity to work with you on these projects.

Sincerely,



David Schneider  
DBS/jm

**PROPOSAL  
McTHORN MOR ACRES SURVEY**

**46-2016-6100-2**

**May 26, 2016**



**SCHNEIDER**  
Historic Preservation, LLC

411 East 6th Street, Anniston AL 36207  
Fax 334.323.5631 • Phone: 256.310.6320  
e-mail: [dbschneider@bellsouth.net](mailto:dbschneider@bellsouth.net)





# SCHNEIDER

Historic Preservation, LLC

411 East 6th Street, Anniston AL 36207  
Fax 334.323.5631 • Phone: 256.310.6320  
e-mail: dbschneider@bellsouth.net

May 26, 2016

Amanda S. Sanders  
City of Huntsville  
Procurement Services  
308 Fountain Circle  
Huntsville, AL 35801

Re: McThormmor Acres Survey, Request for Proposals

Dear Ms. Sanders,

Enclosed for your consideration is a proposal to provide the historic preservation consulting services necessary to complete the scope of work described in the City of Huntsville's Request for Proposals for the McThormmor Acres Survey.

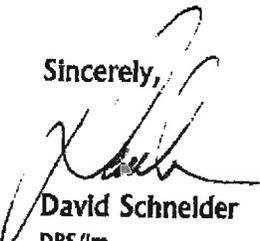
With thirty-five years of professional historic preservation experience, I have successfully completed a diverse range of projects for private and public sector clients in fourteen states and one other country, specializing in community preservation planning, design review in historic districts, historic resource documentation, and the certification of projects for historic rehabilitation tax credits. Survey projects that I have been involved with have ranged in size from individual neighborhoods to major countywide surveys and have included both rural and urban settings.

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Having served as the Executive Director of three separate countywide historic preservation organizations, and having been involved with hundreds of private-sector preservation projects, I recognize the value a comprehensive inventory and nomination can have for a community. My work has traditionally stressed the importance of these tools as the essential foundation upon which to build a successful preservation program.

Enclosed please find three copies of my proposal. I look forward to an opportunity to work with you on these projects.

Sincerely,



David Schneider

DBS/jm



**ATTACHMENT B**  
**CITY OF HUNTSVILLE, ALABAMA**  
**PROPOSER INFORMATION & ACKNOWLEDGEMENTS**  
*Proposer must print this form and complete it manually.*

Business Organization:

Name of Proposer (exactly as it would appear on an agreement):

Schneider Historic Preservation, LLC

Doing-Business-As Name of Proposer:

N/A

Principal Office Address:

411 E. 6th Street

Anniston, AL 36207

Telephone Number: 256-310-6320

Fax Number: 334.323.5631

Form of Business Entity (check one ("X")):

Corporation

Partnership

Individual

Joint Venture

Other (describe):

**Limited Liability Company**

Corporation Statement:

If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

Location of incorporation: \_\_\_\_\_

The corporation is held: Publicly  Privately

Names and titles of corporate officers:

---

---

---

---

**ATTACHMENT B  
CITY OF HUNTSVILLE, ALABAMA  
PROPOSER INFORMATION & ACKNOWLEDGEMENTS**

**Partnership Statement**

If a partnership, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

The partnership is                      General  Limited

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Joint Venture Statement**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

JV Agreement recorded?            Yes  No

Name, address of each Joint Venture and percent of ownership of each:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ethics, Compliance and Other Matters**

Concerning the RFP of which this Attachment is a part, Proposer, which for purposes of this Attachment includes Proposer's parent company(ies), subsidiary(ies), and affiliate(s), Proposer acknowledges, affirms, represents and covenants that:

- 10) Proposer is fully qualified to provide the requested goods and services to the City.
- 11) Proposer is properly established, licensed and authorized to do business in the State of Alabama and the City, or will be prior to commencement of performance under the Contract.
- 12) This Proposal is true, accurate and complete.
- 13) This Proposal is genuine and is not made in the interest of, or to the benefit of, any undisclosed person, firm, or corporation.
- 14) Proposer has not directly or indirectly induced or solicited any other proposer to this RFP to submit a false or sham proposal.
- 15) Proposer has not sought by collusion to obtain for themselves any advantage over any other proposer to this RFP or over the City.

**ATTACHMENT B  
CITY OF HUNTSVILLE, ALABAMA  
PROPOSER INFORMATION & ACKNOWLEDGEMENTS**

- 16) Except as disclosed in Proposal, Proposer:
- a) Has not, in the past three (3) years, made contributions to elected City officials or candidates for City offices, except as disclosed in Proposal;
  - b) Is not subject to pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer;
  - c) Has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer (the details of which shall be disclosed in Proposal);
  - d) Has not had a bond or surety canceled or forfeited (the details of which shall be disclosed in Proposal); and
  - e) Has not been adjudged bankrupt (Chapter 7) or petitioned the court for relief under the Bankruptcy Code or Act for other business reorganization (Chapter 11) or the Wage Farmer's Plan (Chapter 12) (the details of which shall be disclosed in Proposal).
- 17) Proposer will comply with the laws of the State of Alabama, applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act (EEO) including the Davis-Bacon Act unless specified elsewhere herein and the regulations issued thereunder by the U.S. government.
- 18) Proposer's activities provided to the general public under the Contract will be in conformance with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the U.S. government.
- 19) Neither the Proposer nor any individuals who will fulfill Contract requirements has a possible conflict of interest with the City, except as disclosed in writing in the Proposal; but the City reserves the right to cancel the award of any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the goods and services to be provided by Proposer; and that the City's determination regarding any questions of conflict of interest shall be final.
- 20) Proposer is not indebted to the City, and will not at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification, the City shall have the right to, and may, at the option of the City, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame as specified by the City in writing, this will offset any such indebtedness against said payments and/or terminate the Contract for default (in which case Proposer shall be liable for all excess costs and other damages, including reasonable attorney's fees resulting from the termination).
- 21) Proposer has read and understand the City's Contract terms and conditions.

This Proposal is hereby submitted by the undersigned:

**David B. Schneider**

Printed legal name of proposer

Printed name of individual corporate officer, general partner, joint venturer AND Title

Signature

Date



**TAB 3**

**a). DESCRIPTION OF COMPANY**

Schneider Historic Preservation, LLC provides a full range of historic preservation consulting services. David B. Schneider's professional historic preservation career spans 35 years. In that time he has successfully completed a diverse range of projects for both private and public sector clients in fourteen states and one other country, specializing in community preservation planning, design review in historic districts, historic resource documentation, and the certification of projects for historic rehabilitation tax credits.

Mr. Schneider is the former Executive Director of the Alabama Trust for Historic Preservation (2009-2012, Senior Director of Preservation Services 2012-2013); the Historic Beaufort Foundation in Beaufort, South Carolina (1995-1999); the Historic Preservation Trust of Lancaster County, Pennsylvania (1990-1995); and Berkeley County (South Carolina) Historical Society Museum (1989-1990). Prior to 1989, Mr. Schneider was a historic preservation consultant based in Charleston, South Carolina and worked in both real estate and construction. He holds a Master of Arts degree in Historic Preservation from Middle Tennessee State University and a Bachelor of Business Administration degree from the University of Georgia.

Active in numerous professional and community organizations, he is the former vice-chairman of the City of Anniston Historic Preservation Commission and has served as a former Board member for the Alabama Trust for Historic Preservation. Mr. Schneider is a former Vice President for Southeast Capital Investments, Inc., a regional commercial real estate development and brokerage company.

- b. Schneider Historic Preservation, LLC was founded in 1999.
- c. The company is an Alabama limited liability company with David B. Schneider as its single member and only employee
- d. David B. Schneider, Principal of Schneider Historic Preservation, LLC, has been actively engaged in providing similar goods and services for 35 years.
- e. David B. Schneider, Principal of Schneider Historic Preservation, LLC, will be the only person participating in this project and will serve all roles. His qualifications statement is attached.
- f. Historic preservation projects often involve the varied interests of clients, regulatory agencies, advocacy groups, and the general public. Having worked extensively in both the nonprofit and for-profit sectors, Mr. Schneider is an effective advocate for his clients' interests and is skilled at finding creative and practical solutions for complicated projects. Over 35 years, Schneider has successfully completed hundreds of projects for a wide range of clients.
- g. Schneider Historic Preservation, LLC can provide any direct training that the city might request relating to this project of the use of its products.
- h. Schneider Historic Preservation, LLC does not propose to utilize any subcontractors.
- i. Three recent customers:

**Old Town Historic District (2/1/15-9/20/15);  
Ice House and Water Avenue Historic Districts (2/1/16-9/20/16)**

Warren Hinson  
Planning and Development  
City of Selma  
P. O. Box 450  
Selma, AL 36702

Phone: (334) 874-5325  
e-mail: whinson@selma-al.gov

**Downtown Birmingham Historic Sites Survey  
and Update of National Register Nomination (1/1/2104-07/16/2014)**

Larry Norris  
LDN Properties LLC  
2030 First Ave. N  
Birmingham AL 35203  
Phone: (205) 980-0774  
e mail: larry@lewiscommunications.com

**Downtown Attalla Historic Sites Survey/National Register nomination (5/13/13-5/1/14)**

Sharon Jones, City Clerk or Debbie Steele, Mayor's Assistant  
City of Attalla  
612 4th Street NW  
Attalla AL 35954  
Phone: (256) 538-9986

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**SCHNEIDER Historic Preservation, LLC**

411 East 6th Street, Anniston AL 36207 • Phone: (256) 310-6320 • e-mail: dbschneider@bellsouth.net  
Alt. Phone: 256-310.6320 • Fax: 334-323-5631



## TAB 4 SCOPE OF WORK

The following proposal is for historic preservation consulting services necessary to complete the McThornmor Acres Survey project in accordance with the City of Huntsville's Request for Proposal McThornmor Acres Survey (RFP) dated May 10, 2016 and its attachments. Schneider Historic Preservation, LLC (**SHP**) proposes to complete the scope of work outlined in the RFP, to comply with its requirements, and to meet the survey requirements of the Alabama Historical Commission.

### 1) Preliminary Assessment and Public Meeting

*Description:* **SHP** will conduct a preliminary site assessment and prepare a consultation meeting with the Huntsville Historic Preservation Commission (HHPC) and the Alabama Historical Commission (AHC). **SHP** will also hold a public meeting to educate and inform members of the McThornmor Acres neighborhood about the proposed survey process, timeline, and requirements. Timeline: June 15, 2016 to August 15, 2016

### 2) Field Inventory

*Description:* **SHP** will carry out a survey of McThornmor Acres neighborhood. The survey will include detailed photographs of the survey area, preparation of survey forms, development of a historical background, architectural descriptions for survey report, and any necessary mapping. Initial findings and a preliminary report will be presented to the HHPC and the AHC. Timeline: August 6, 2016 to December 16, 2016

The project will meet the requirements of the RFP, the Alabama Historical Commission, and the Secretary of the Interior's Standards for Identification. All above-ground buildings, structures, and objects located within the area delineated on the map accompanying the Notice will be recorded. For each site inventoried, a unique inventory number will be assigned, a survey form will be completed, one or more photographs will be taken, and the site will be indicated on an appropriate map.

*Maps:* **SHP** will prepare appropriate survey maps in accordance with the requirements of the AHC. It is anticipated that the survey maps will be produced on CAD software utilizing the city's GIS mapping as a base. The map will be appropriately scaled and will include depictions of individual building footprints, streets, block and parcel lines, and clearly labeled survey numbers. The digital map will also serve as the basis for a map indicating the boundaries of any potential National Register district and its contributing and noncontributing resources.

*Survey Forms:* Survey forms will be developed at the beginning of the project in consultation with the Alabama Historical Commission staff. The forms will be designed to record detailed descriptive architectural information as well as historical data.

*Photographs:* High resolution digital photographs will be taken of each resource and representative streetscapes. Each photograph will be clearly keyed to individual inventory numbers. Copies of all survey photographs will be provided to the City of Huntsville and the Alabama Historical Commission.

*Computer Inventory:* **SHP** will complete the inventory as a computer database that can be readily exported to the client's and/or the Alabama Historical Commission's database format.

*Digital Products:* **SHP** will provide digital versions of all survey projects on computer cd or dvd. All reports, maps, and survey forms will be provided in Adobe Acrobat PDF format; photographs will be provided in JPG or TIFF format.

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**APPENDIX D:**

Factor A:

*Historic Resource Survey* - SHP has extensive experience conducting historic resource surveys. Over the past thirty-three years, Mr. Schneider has completed both urban and rural surveys ranging in size from cellular telephone tower NEPA reviews involving less than a dozen properties through major countywide surveys that recorded as many as 10,000 properties. He has worked extensively in Alabama, Pennsylvania, and South Carolina as well as in Mississippi, New York and Tennessee. Mr. Schneider completed similar historic resource surveys and National Register nominations for the City of Birmingham involving the Woodlawn neighborhood in 2002 and Downtown Ensley and the Nixon Building in 2008. The survey Woodlawn project recorded 995 resources and the National Register district included 698 resources. Please see the attached "Consultants Qualifications" statement for listing of additional historic resource survey projects completed by Mr. Schneider.

*National Register* - SHP has successfully completed individual, district and multiple property nominations to the National Register of Historic Places. Mr. Schneider extensive experience with rural historic landscape designation including completion of a multiple property documentation project for the Historic Farming Resources of Lancaster County, Pennsylvania. He has also completed nominations on such diverse resources as a chocolate factory and aircraft hangars. Please see the attached "Consultants Qualifications" statement for listing of additional National Register nomination projects completed by Mr. Schneider.

Factor B: David B. Schneider will serve as the principal-in-charge and project manager for this project. No additional sub-consultants or support services are proposed.

A summary of Mr. Schneider's professional qualifications is attached.

David B. Schneider will devote sufficient time and resources toward the completion of the project in accordance with the schedule and terms of this proposal.

Factor C: Please see the attached "Consultants Qualifications" statement.

Factor D: David B. Schneider has completed several projects in Huntsville including historic survey updates and the editing and submittal of National Register nominations for the Lincoln, Merrimack, Dallas and Lowe Mill Village Historic Districts Historic for Historic Huntsville Foundation; a historic resource survey of the Pinhook Greenway project along Pinhook Creek and Dallas Branch for P.E. LaMoreaux & Associates, Inc.; and Design Review Guidelines for the City of Huntsville's historic districts in 2003. He has extensive experience working with historic resources of the recent past, including resources dating from World War II through the 1970s.

Factor E: David B. Schneider has successfully completed hundreds of projects during the past 35 years and they are always on time and within budget. Project timeframes and deliverables are described elsewhere in this proposal.

**APPENDIX F: Attached**

**ATTACHMENT A: See Below**

Performance Bond:

SHP will provide a performance bond upon selection as the contractor for this project. In 35 years of professional work, SHP has never been requested to provide such a bond but has determined that it can obtain one if necessary.

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**APPENDIX F  
CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

**A. General Information.** Please provide the following information:

Legal name(s) include "doing business as" if applicable: Schneider Historic Preservation, LLC

City of Huntsville current taxpayer identification number (if available):

(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the underlined portions of the following chart by checking the appropriate box and entering the appropriate Entity I.D. Number if applicable (for an explanation of what an entity number is please see paragraph C below).

| Type of Ownership<br>(check appropriate box)  | Entity I. D. Number<br>& Applicable State          |
|---|--|
| <input type="checkbox"/> Individual or Sole Proprietorship                          | <u>Not Applicable</u>                              |
| <input type="checkbox"/> General Partnership  | <u>Not Applicable</u>                              |
| <input type="checkbox"/> Limited Partnership (LP)                                   | Number & State:                                    |
| <input type="checkbox"/> Limited Liability Partnership (LLP)                        | Number & State:                                    |
| <input checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State<br><b>AL 57-1143519</b>             |
| <input type="checkbox"/> LLC (Multi-Member)   | Number & State:                                    |
| <input type="checkbox"/> Corporation  | Number & State:                                    |
| <input type="checkbox"/> Other please explain:                                      | Number & State of a filing entity under state law: |

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at [www.sos.state.al.us/](http://www.sos.state.al.us/) under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named/called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature: \_\_\_\_\_ Title of  
applicant: Principal

Type or legal entity name: David B. Schneider Date: \_\_\_\_\_



Consultants Qualifications Statement  
**Schneider Historic Preservation, LLC**



**SCHNEIDER**  
Historic Preservation, LLC

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Fax 334.323.5631 • Phone: 256.310.6320  
e-mail: [dbschneider@bellsouth.net](mailto:dbschneider@bellsouth.net)



# SCHNEIDER

Historic Preservation, LLC

## Full Service Historic Preservation Consultant

Schneider Historic Preservation, LLC provides a full range of historic preservation consulting services. Schneider's professional historic preservation career spans 35 years. In that time he has successfully completed a diverse range of projects for both private and public sector clients in 15 states and one other country, specializing in community preservation planning, design review in historic districts, historic resource documentation, and the certification of projects for historic rehabilitation tax credits.



## A Client-Oriented Approach

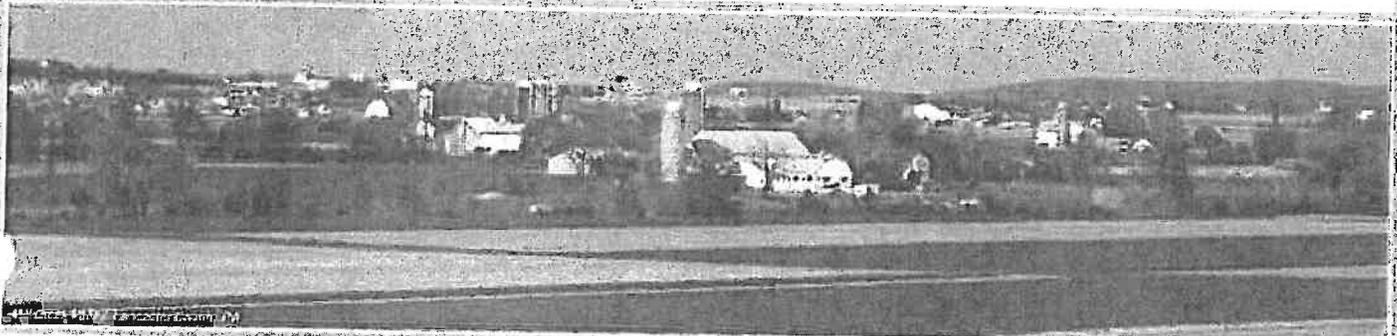
Historic preservation projects often involve the varied interests of clients, regulatory agencies, advocacy groups, and the general public. Having worked extensively in both the nonprofit and for-profit sectors, Mr. Schneider is an effective advocate for his clients' interests and is skilled at finding creative and practical solutions for complicated projects.

- Historic Rehabilitation Tax Credits
- National Register Nominations
- Environmental Review & Compliance
- Historic Resource Surveys
- Design Review & Heritage Tourism
- Community Preservation Planning
- Advocacy

## Experience

Mr. Schneider is the former Executive Director of the Alabama Trust for Historic Preservation (2009-2012, Senior Director of Preservation Services 2012-2013); the Historic Beaufort Foundation in Beaufort, South Carolina (1995-1999); the Historic Preservation Trust of Lancaster County, Pennsylvania (1990-1995); and Berkeley County (South Carolina) Historical Society Museum (1989-1990). Prior to 1989, Mr. Schneider was a historic preservation consultant based in Charleston, South Carolina and worked in both real estate and construction. He holds a Master of Arts degree in Historic Administration from Middle Tennessee State University and a Bachelor of Business Administration degree from the University of Georgia.

Active in numerous professional and community organizations, he is the former vice-chairman of the City of Anniston Historic Preservation Commission and has served as a former Board member for the Alabama Trust for Historic Preservation. Mr. Schneider is a former Vice President for Southeast Capital Investments, Inc., a regional commercial real estate development and brokerage company.



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### Historic Rehabilitation Tax Credits

In 2013, **SHP** was engaged by the Alabama Historical Commission to assist with the preparation of regulations and procedures for the new Alabama Rehabilitation Tax Credit Program. He is currently representing projects for clients seeking to utilize state and federal historic rehabilitation tax credits in AL, MS, TN, and AR. Mr. Schneider has consulted on more than 225 projects involving federal and state tax incentives for historic preservation.



### National Register Nominations

**SHP** has completed individual, district and multiple property nominations to the National Register of Historic Places. Mr. Schneider has extensive experience with rural historic landscape designation, including the completion of a multiple property documentation project for the Historic Farming Resources of Lancaster County, Pennsylvania. He has also completed nominations on such diverse resources as a chocolate factory and an aircraft hangar.



### Environmental Review • Documentation

**SHP** completed a variety of environmental review projects involving Section 106 and other local, state, and federal regulations. In addition to negotiating with review agencies, he has completed Historic American Buildings Survey level documentation for projects involving a diverse range of sizes and complexity. In addition, **SHP** has completed numerous urban and rural historic resource surveys, historic structures reports, and published histories.



### Historic District Design Review

Mr. Schneider has extensive experience with design review issues involving historic buildings and districts. In addition to having served as an applicant before, a consultant to, and a member of historic review boards, he has prepared design review guidelines for several communities.



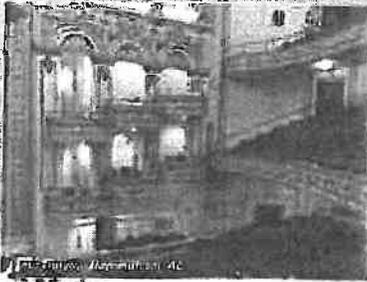
### Community Preservation Planning

**SHP** has extensive experience with a wide variety of community preservation planning projects. In addition to authoring preservation plans, Mr. Schneider has participated in city-wide, county-wide, and regional comprehensive planning efforts.



### Advocacy

**SHP** provides a variety of advocacy services to both the public and private sectors. Mr. Schneider's background includes rural and urban preservation issues and he has been involved in community efforts to manage suburban sprawl. Among his many activities was the successful nomination of Lancaster County, Pennsylvania to the World Monuments Watch list.



**Lyric Theatre • Rehabilitation Tax Credits**

Birmingham, AL • Client: Lyric Theatre Owner, LLC

**SHP** completed the historic rehabilitation tax credit application process that assisted with the financing of the restoration of Birmingham's long-vacant Lyric Theatre. Originally opened in 1914 as a vaudeville theatre, among the notable acts that played the on the Lyric's stage were the Marx Brothers, Mae West, Will Rogers, George Burns, Milton Berle, and the Three Keatons featuring child star Buster Keaton.



**Wharton/Chappell House • National Register Nomination**

Montgomery, Alabama • Client: City of Montgomery

**SHP** completed a National Register nomination for Howell School. Built in 1901/2 it is an excellent example of the eclectic blending of Late Victorian styles that was popular in Institutional architecture in Alabama around the turn of the 20th century. Listed as one of Alabama's Places in Peril, the nomination was completed to qualify the building to utilize federal rehabilitation tax credits.



**A.G. Gaston Motel • Historic Structures Report**

Birmingham, Alabama • Client: City of Birmingham

The A.G. Gaston Motel is nationally significant as one of the iconic landmarks of the Civil Rights movement in Birmingham, having served as the headquarters for Martin Luther King, Jr. and other prominent leaders during the protests and demonstrations that occurred in the spring of 1963. The National Trust for Historic Preservation included the Gaston Motel in its 2015 listing of the Eleven Most Endangered Historic Places in America. **SHP** completed a historic structures report for the property.



**Fayette, AL • Historic Resource Survey/National Register Nomination**

Fayette, Alabama • Client: City of Fayette

**SHP** completed a historic resource survey and National Register nomination update for the downtown section of Fayette. The community is hoping to stimulate revitalization by qualifying local properties to utilize federal rehabilitation tax credits and by promoting the area's rich history.



**Armstrong Lancaster Floor Plant • Environmental Review/Compliance**

Lancaster, Pennsylvania • Clients: EDC Finance Corporation

**SHP** coordinated the local, state and federal historic preservation reviews for the demolition of a substantial portion of the 2.6 million square foot Lancaster Floor Plant of Armstrong Cork Company (now AWI). Once the largest factory in the world producing linoleum, the plant was the dominant leader among Lancaster County's expansive and diverse industrial sector for almost a century. Both Franklin and Marshall College and the Lancaster General Hospital will expand onto the site.



**Mobile National Historic Landmarks • Documentation**

Mobile and Baldwin Counties, Alabama • Clients: University of South Alabama for the National Park Service

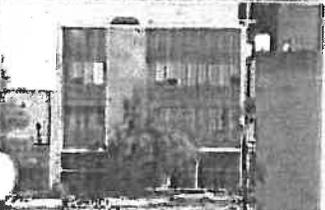
**SHP** completed photographic documentation and assessments of conditions and threats to five National Historic Landmark properties in Mobile and Baldwin Counties: the Old City Hall and Government Street Presbyterian Church in Mobile; U.S.S. Alabama and U.S.S. Drum in Mobile County; and Fort Morgan in Baldwin County.



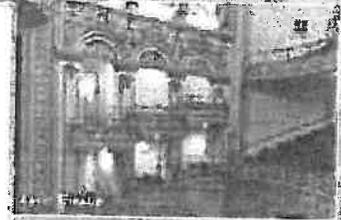
**SCHNEIDER**  
Historic Preservation, LLC

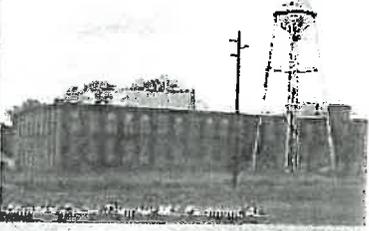
www.shphistoric.com

## Current/Recent Rehabilitation Tax Credit Projects



- Federal Reserve Bank • Birmingham, AL • \$21 million • Offices**
- Thomas Jefferson Hotel • Birmingham, AL • \$20 million • Apartments**
- Exchange Security Bank • Birmingham, AL • \$8 million • Offices**
- Donaghey Building • Little Rock, AR • \$17 million • Apartments**
- Admiral Semmes Hotel • Mobile, AL • \$10.2 million • Hotel**
- Fort McClellan • Anniston, AL • \$17 million • Senior Housing**
- Harder Hall • Sebring, FL • \$15 million • Senior Housing**
- Maclellan Building • Chattanooga, TN • \$9.4 million • Apartments**
- Markham Hotel • Gulfport, MS • \$12 million • Apartments**
- Redmont Hotel • Birmingham, AL • \$6 million • Hotel**
- Brown-Marx Building • Birmingham, AL • \$25 million • Apartments**
- Lyric Theatre • Birmingham, AL • \$10 million • Theatre**
- Federal Land Bank • Columbia, SC • \$8.9 million • Apartments**
- First Federal S&L • Birmingham, AL • \$5.4 million • Offices**
- Empire Parking Garage • Birmingham, AL • \$0.25 million • Parking**
- Federal Land Bank • Columbia, SC • \$8.9 million • Apartments**
- Dr. King's Sanitarium • Selma, AL • \$5 million • Senior Housing**
- 951 Government Street • Mobile, AL • \$3 million • Apartments**
- Edwards Building • Mobile, AL • \$0.5 Million • Retail/Apartment**
- Graves Bldg. West • Birmingham, AL • \$3 million • Retail/Apartment**
- Powell School • Birmingham, AL • \$5 million • Apartments**
- Ruth Jewelry Bld. • Montgomery, AL • \$0.75 million • Retail/Apt.**
- Anderson's Theatre Building • Gulfport, MS • \$1 million • Offices**
- Freney Building • Mobile, AL • \$0.3 million • Retail**
- Shepherd-Sloss Building • Birmingham, AL • \$1 million • Retail**
- McClellan Industrial H.D. • Anniston, AL • \$11 million • Retail**
- Anniston Hardware Co. • Anniston, AL • \$0.25 million • Retail**
- Grove Court Apartments • Montgomery, AL • \$10 million • Apts.**
- Old Shell Road School • Mobile, AL • \$3 million • Apartments**
- Russell School • Mobile, AL • \$3 million • Apartments**
- Liles Building • Anniston, AL • \$4.8 million • Mixed Use**
- Compton-Fowler House • Selma, AL • \$0.25 million • Apartments**
- Y.M.C.A • Wilkes Barre, PA • \$9.0 million • Apartments**
- Drehsbach's Sons Store • Lewisburg, PA • \$9.5 million • Bookstore**





**Private Sector**

Almon Associates, Inc., Tuscaloosa, AL  
Arcadia Properties, LLC, Bethlehem, PA  
The Barber Companies, Birmingham, AL  
Balch & Bingham, LLP, Gulfport, MS  
Bearrendine Environmental, Pike Road, AL  
Pace Burt, Albany, GA  
Brookwood Builders, Lancaster, PA  
Capstone Real Estate Inv., Birmingham, AL  
Classic Catering, Anniston, AL  
Colyer-Lloyd, Inc., Anniston, AL  
DBI Propoerties, Birmingham, AL  
The Dovetail Companies, Athens, GA  
Robert Downing, Anniston, AL  
EDC Finance Corporation, Lancaster, PA  
First Southern Bank, Florence, AL  
Franklin & Marshall College, Lancaster, PA  
Douglas Ghee, Anniston, AL  
Harbert Realty Services, Birmingham, AL  
Heritage Land & Devel., LLC, Memphis, TN  
Hughes Capital Partners, Birmingham, AL  
Lancaster General Hospital, Lancaster, PA  
Legard Properties, Anniston, AL  
Lhoist North America, Calera, AL  
MACTEC Engineering, Inc., Birmingham, AL  
Mumma Apartments Assoc., Lancaster, PA  
New Start Community Dev., Birmingham, AL  
Performance Hospitality Gr., Gainesville, GA  
QORE Property Sciences, Birmingham, AL  
The Real Estate Gallery, Selma, AL  
Sahn Associates, Birmingham, AL  
The Stewart Studio, Birmingham, AL  
Thomas Properties, LLC, Anniston, AL  
Tippetts, Weaver Architects, Lancaster, PA  
Turenne & Associates, Montgomery, AL  
Valor Hospitality Partners  
Volkert, Inc. Environmental Services, Mobile, AL  
WDG Construction Group, Inc., Indianapolis, IN  
R. Scott Williams & Associates, Montgomery, AL

**Public Sector**

Bibb County Commission, Centerville, AL  
Chilton County Airport Authority, Clanton, AL  
City of Anniston Hist. Pres. Com., AL  
City of Baldwin, MS  
City of Blountsville, AL  
City of Decatur, AL  
City of Eufaula, AL  
City of Fayette, AL  
City of Guntersville, AL  
City of Jacksonville, AL  
City of Leeds, AL  
City of Magnolia Springs, AL  
City of Montevello, AL  
City of Northport, AL  
City of Prattville, AL  
City of Sheffield, AL  
Crenshaw County Commission, Luverne, AL  
Franklin & Marshall College, Lancaster, PA  
Joint Powers Authority, Anniston, AL  
Sheffield Historic Commission, Sheffield, AL  
Town of Sullivan's Island, Sullivan's Island, SC  
University of South Alabama

**Nonprofit**

AL Historic Ironworks Fdn., McCalla, AL  
Black Heritage Council, Montgomery, AL  
Clay Historical Society, Clay, AL  
Community Basics, Inc., Lancaster, PA  
J. W. Darden Foundation, Opelika, AL  
EDC Finance Corp., Lancaster, PA  
Historic Beaufort Fdn., Beaufort, SC  
Historic Pres. Trust of Lancaster Co., PA  
Protect Our Woods, Evansville, Indiana  
Spirit of Anniston, Inc., Anniston, AL  
Y.M.C.A., Wilkes-Barre, PA

Antioch Church, Camden, AL  
ArchitectureWorks, Birmingham, AL  
The Benecon Group, Inc., Lancaster, PA  
Betty Budlong Gullatt, Los Angeles, CA  
The Bennett Group, LLC, Auburn, AL  
Brooker Architectural Design, Beaufort, SC  
CDG Engineers & Associates, Andalusia, AL  
Christian Testing Labs, Montgomery, AL  
Cole & Cole Architects, Montgomery, AL  
Cooper Consulting Co., Inc., Dallas, Texas  
The Dobbins Group, Birmingham, AL  
Diversified Real Estate Services, Monroe, GA  
Easement Advisors, LLC, Birmingham, AL  
Environmental Engineers, Branchville, AL  
Flegal & Associates, Inc., Montgomery, AL  
Fuqua & Partners Architects  
Gray Construction, Birmingham, AL  
Historic Buckner, LLC, Anniston, AL  
Housing Development Corp., Lancaster, PA  
IBS Development Corp., Harrisburg, PA  
P. E. LaMoreaux & Assoc., Tuscaloosa, AL  
Lepore-Moyers Partnership, Lancaster, PA  
Lewis Communications, Inc., Mobile, AL  
MRS Consultants, LLC, Tuscaloosa, AL  
Neel-Schaffer, Inc., Ridgeland, MS  
Old Henry Barn Inc., Jacksonville, AL  
Pro Development Company, Lancaster, PA  
Radnor Property Group, LLC, Wayne, PA  
Roos Enterprises, Inc., Miles, MI  
Southeast Capital Investments, Anniston, AL  
TEST, Birmingham, AL  
Thrash Development, Hattiesburg, MS  
Titan Development, Frederick, Maryland  
U. S. Steel Corporation, Pittsburgh, PA  
Vines Funeral Home, Lafayette, AL  
WaterMark Tower, LLC, Anniston, AL  
Mrs. Wilene Whatley, Evergreen, AL

Bucknell University, Lewisburg, PA  
City of Anniston, AL  
City of Attalla, AL  
City of Birmingham, AL  
City of Cottonwood, AL  
City of Demopolis, AL  
City of Evergreen  
City of Foley, AL  
City of Huntsville, AL  
City of Lancaster, PA  
City of Madison, AL  
City of Monroeville, AL  
City of Montgomery  
City of Opelika  
City of Selma  
Cleburne County Commission, Heflin, AL  
Decatur Historic Pres. Comm., Decatur, AL  
Huntsville Historic Preserv. Com., AL  
Lancaster County Solid Waste Mgt. Auth., PA  
State of Alabama  
University of SC-Beaufort, Beaufort, SC  
Walker County Commission, Jasper, AL

Birmingham Landmarks, Inc., Birmingham, AL  
Cahaba Trace Commission, Brifield, AL  
Cleburne County Hist. Soc., Heflin, AL  
Collinsville Historical Soc., Cottonville, AL  
Downtown Mobile Alliance, Mobile, AL  
Ervinson Wadley  
Historic Huntsville Fdn., Huntsville, AL  
Main Street Birmingham, Inc., Birmingham, AL  
RevBirmingham, Birmingham, AL  
Unus Foundation, Birmingham, AL



Mr. Schneider has extensive experience conducting historic resource surveys. Over the past twenty years he has completed both urban and rural surveys ranging in size from cellular telephone tower NEPA reviews involving less than a dozen properties through major countywide surveys that recorded as many as 10,000 properties. He has worked extensively in Alabama, Mississippi, Pennsylvania, and South Carolina as well as in Louisiana, Mississippi, New York, and Tennessee.

**Urban Projects:**

- Downtown Chattanooga Historic District, Chattanooga (TN), 2016
- Ice House and Water Avenue Historic Districts Updates, Selma (AL) 2016
- Collegeville Historic District, Birmingham (AL), 2015
- Old Town Selma Historic District Update, Selma (AL) 2015
- Birmingham Wholesale & Warehouse H.D., Birmingham (AL), 2014
- Downtown Birmingham H.D. Update and Expansion, Birmingham (AL), 2014
- Fairhope Historic Sites Survey Update, Fairhope (AL), 2014
- Downtown Gordo Historic Sites Survey, Gordo (AL), 2014
- City of Attalla Historic Sites Survey, Attalla (AL), 2013
- City of Fayette Historic Sites Survey, Guntersville (AL), 2012
- Downtown Houston (MS), 2012
- Downtown Waynesboro (MS), 2012
- City of Guntersville Historic Sites Survey, Guntersville (AL), 2011 (with History Matters)
- Pepperell Mill Millage, Opelika (AL), 2011 (with History Matters)
- City of Guntersville Reconnaissance Level Survey, Guntersville (AL), 2010
- Town of Magnolia Springs (AL), 2009
- Huntsville Greenway, Huntsville (AL), 2009
- City of Baldwin, (MS) 2009
- Town of Sufligent, (AL), 2009
- Downtown Ensley, Ensley, (AL), 2008
- City of Anniston Reconnaissance Level Survey, Anniston(Al), 2007
- City of Blountsville (AL), 2007
- City of Prattville (AL), Reconnaissance Level, 2006
- City of Demopolis, (AL) 2005
- Collinsville (AL), 2004
- Ide/Profile Cotton Mill Historic District, Jacksonville, (AL) 2003.
- Country Club Neighborhood Assessment, Eufaula, (AL) 2003
- Gurley Historic District, Gurley (AL) 2003
- Woodlawn Neighborhood, City of Birmingham (AL) 2002
- City of Piedmont (AL), 2002
- City of Brundidge (AL), 2001
- City of Leeds (AL) City of Leeds, Reconnaissance Level Survey, 2001
- Beaufort County Historic Sites Survey (SC) with Brooker Architectural Design and others, 1998
- City of Montevallo (AL), 1998
- Northwest Quadrant Neighborhood, City of Beaufort, (SC) 1996
- City of Lancaster (PA) Survey Report and National Register, Determination of Eligibility, 1995
- Columbia Borough (PA)
- Manheim Borough (PA)
- Old Downtown Transportation Historic District Harrisburg, Dauphin Co. (PA) 1995
- Garden Hills Historic District, Atlanta (GA) 1986.\*

**Rural Projects:**

- Suttle (AL), 2010
- Dees Pecan Co. Historic District, Grand Bay (AL), 2010
- Townley (AL), 2009
- Clay (AL) 2007
- Honoraville (AL), 2007
- Cleburne County (AL), 2003
- Eastern Calhoun County (AL), 2002
- NEPA Reviews, More than 100 since 2000 in AL, FL, GA, MS & TN.
- St. Clair County (AL) 2002
- Historic Cemeteries of St. Helena Island, Beaufort County (SC) 1999
- Lancaster County Historic Sites Inventory (PA) 1995
- Pineville Historic District, Berkeley Co. (SC) 1991
- Manheim Township Historic Sites Inventory, Lancaster Co. (PA) 1991
- Cahaba Trace Commission, Brierfield (AL) Inventory methodology/workshop, 1990
- Berkeley County Historic Sites Survey, Berkeley County (SC) 1989\*
- James/Johns Islands Historic Sites Survey, Charleston County (SC) 1989\*
- Mount Pleasant Historic Sites Survey, Town of Mt. Pleasant (SC) 1988\*
- Sullivan's Island Historic Sites Survey (SC) 1987\*
- Lancaster County Historic Sites Survey (SC) 1986\*
- Alken County Historic Sites Survey (SC) 1986\*

\*while with Preservation Consultants, Inc.



# National Register Nominations

Mr. Schneider has completed numerous individual, district and multiple property nominations to the National Register of Historic Places. He has extensive experience with rural historic landscape designation including completion of a major multiple property documentation project for the Historic Farming Resources of Lancaster County, Pennsylvania. In addition, he has completed nominations on a diverse range of resources.

**Multiple Resource**

- Historic Resources of Sullivan's Island, SC, 2007
- Historic Farming Resources of Lancaster County, Lancaster, PA, 1993

**Historic Districts**

- Downtown Chattanooga Historic District, Chattanooga (TN), 2016
- Ice House and Water Avenue Historic Districts Updates, Selma (AL) 2016
- Collegeville Historic District, Birmingham (AL), 2015
- Old Town Selma H.D. Update, Selma (AL) 2015
- Oakleigh Garden H.D. Update, Mobile (AL) 2015
- Birmingham Wholesale & Warehouse H.D., Birmingham (AL), 2014
- Downtown Birmingham H.D. Update and Expansion, Birmingham (AL), 2014
- Downtown Attalla (AL), 2013
- Demopolis (AL), 2012
- Downtown Fayette (AL), 2012
- Downtown Houston (MS), 2012
- Pepperell Mill and Mill Village (AL), 2012 (with Evelyn Causey)
- Downtown Montevallo (AL), 2012 (with History Matters)
- City of Foley Downtown Historic District Update, Foley (AL), 2012
- Downtown Guntersville (AL), 2012
- Waynesboro (MS), 106 mitigation, 2011
- Birmingham Railroad District, Birmingham (AL), DOE 2010 (DOE only)
- Town of Magnolia Springs (AL), 2011
- Lowe Mill Village H.D., Huntsville (AL), 2011
- Dallas Mill Village H.D., Huntsville (AL), 2011
- Dees Store & Pecan Company, Grand Bay (AL), 106 mitigation, 2010 (DOE only)
- Downtown Anniston Historic District, Anniston (AL), with PS King Associates, 2010
- Townley Historic District, Townley (AL), 106 mitigation, 2009 (DOE only)
- Lincoln Mill and Mill Village Historic District, Huntsville (AL), 2009
- Merrimack Mill Village H.D., Huntsville (AL), 2009
- Sulligent Historic District, Sulligent (AL), 106 mitigation, 2008
- Ensley Historic District, Birmingham (AL), 2008
- Downtown Sheffield H.D., Sheffield (AL), 2008
- Sullivan's Island, Atlanticville, Moultrieville, Ft. Moultrie Quartermaster's Historic Districts, Sullivan's Island (SC), 2006
- Post Headquarters Historic District, Industrial Historic District, 800 Area Historic District, Ammunition Storage Historic District, Anniston (AL), 2005
- Collinsville Historic District, Collinsville (AL), 2004
- Ide/Profile Cotton Mill and Mill Village Historic District, Jacksonville (AL), 2003
- Gurley Historic District, Gurney (AL) 2003.
- Woodland Neighborhood, Birmingham (AL) 2002.
- Piedmont Downtown Historic District, with Linda Nelson, Piedmont (AL) 2002
- Standard-Coosa-Thatcher Mill District, Piedmont (AL), with Linda Nelson, 2002
- Davless County Amish Traditional Cultural Landscape, Davless County (IN) 2000 (DOE only)
- Village of Maytown, Maytown (PA) 2003 (unrealized)
- Beaufort NHL District, nomination revision, Beaufort

**(SC) 2000**

- Mill Creek Valley, DOE, boundary justification, Lancaster Co. (PA) 1994
- Old Downtown Transportation Historic District (unrealized), Harrisburg (PA) 1996
- Lancaster Historic District, Lancaster (PA), survey report, eligibility determination, 1995
- Pineville Historic District, Berkeley Co., SC, 1991
- Hobcaw Barony, draft, completed by Sarah Pick, Georgetown Co. (SC) 1988\*
- Buchanan Park Water Towers, DOE, Lancaster Co. (PA) 1992
- Garden Hills Historic District, Atlanta (GA), survey and nomination, 1986\*
- John C. Grimsley House, Fayette (AL) 2016
- Evergreen School, Evergreen (AL), 2016
- Wharton/Chappell House, Montgomery (AL), 2015
- Prentiss Institute, Prentiss (MS), 2014
- Columbia (MS) Country Club, 2014
- Grove Court Apts., Montgomery (AL) 2013
- Howell School, Dothan (AL) 2013
- Moore-Webb Plantation, Folsom (AL), 2011
- Wadley Train Depot, Wadley (AL), 2010
- Campbell, Archer, Farmhouse, Wren (AL), 2010 (DOE only)
- Guntersville Post Office, Guntersville (AL), 2009
- Belcher-Nixon Building, Ensley (AL), 2009
- Shoal Creek Dam, Montevallo (AL) 2009 (DOE)
- Ramsay-McCormack Building, Ensley (AL) 2008
- Vines Funeral Home, Lafayette (AL) 2007
- Jonathon Bass House, Leeds, (AL) 2007
- Asa Johnston House, Johnsonville (AL) 2006
- Jenkins Farmhouse, Opelika (AL) 2006
- Townsend/Gullatt Farm, Hollywood (AL) 2005
- Flint Ridge Building, Birmingham (AL) 2003
- D.C. Cooper House, Oxford (AL) 2003
- Gragg-Wade Field, Clanton (AL) 2003
- Ingalls Iron Works, Birmingham (AL) unrealized
- Holley Farmhouse, mitigation, Jordan (AL) 2002 (DOE only)
- Nathaniel Elimaker House, Gap (PA) 2002
- Samuel Johnson House, Buhl (AL) 2001
- New Holland Machine Co., New Holland (PA) 2000
- Wm. Montgomery House, Lancaster (PA) 2000
- Watt and Shand Store, Lancaster (PA) 1999
- Hamish Farm, Lancaster Co. (PA) 1998
- Mumma Warehouse, Landsville (PA) 1997
- Peter Reyer Farm, Lancaster Co. (PA) 1996
- Nissy Chocolate Factory, Salunga (PA) 1996
- Conestoga Cork Works, Lancaster (PA) 1995
- Parkesburg School, Parkesburg (PA) 1995
- Speedwell Forge, Survey and initial draft, Lancaster Co. (PA) 1995
- David Davis, Bausman, Windom Mill, Shreiner Farms, Lancaster Co. (PA) 1994
- Christian Herr Farm, Lancaster Co. (PA) 1994
- Habecker Farm, Lancaster Co. (PA) 1994
- Edward Davies House, Lancaster Co. (PA) 1991
- Village Inn, Bird-In-Hand (PA) 1991
- Thomas Stanley Alvis House, Brierfield, Bibb County (AL) 1989





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Thomas Jefferson Hotel, Birmingham, AL



## Historic Rehabilitation Tax Credits

Mr. Schneider has consulted on more than 250 projects involving federal and state tax incentives for historic preservation including the use of rehabilitation tax credits and the donation of conservation easements. As a consultant to the Alabama Historical Commission, he assisted with the development of the Alabama Historic Rehabilitation Tax Credit Program. Mr. Schneider represented 10 projects in 2013 that totaled more than \$100 million in investment. His services include design consultation, negotiations with state and federal review agencies and easement holding organizations, preparation of project applications and project appeals.

- Harder Hall, Sebring, FL
- Exchange Security Bank Building, Birmingham, AL
- Russell School, Mobile, AL
- Federal Land Bank Columbia SC
- Pratt Gin Complex, Prattville, AL
- Lyric Theatre, Birmingham, AL
- Anderson's Theatre, Gulfport, MS
- Admiral Semmes Hotel, Mobile, AL
- Thomas Jefferson Hotel, Birmingham, AL
- Maclellan Building, Chattanooga, TN
- Donaghey Building, Little Rock, AR
- Old Shell Road School, Mobile, AL
- Shepherd-Sloss Building, Birmingham, AL
- Compton-Fowler House, Selma, AL
- 25 Dexter Ave., Montgomery, AL
- Lichter's Building, Birmingham, AL
- Dr. Goldby King's Sanitarium, Selma, AL
- Brown-Marx Building, Birmingham, AL
- Fort McClellan HQ & Barracks, Anniston, AL
- Redmont Hotel, Birmingham, AL
- Markham Hotel, Gulfport, MS
- Federal Reserve Bank, Birmingham, AL
- Grove Court Apartments, Montgomery, AL
- Roberts & Sons and Graves Bldg., Birmingham, AL
- Anniston Hardware Company, Anniston, AL
- Freeny Building, Mobile, AL
- Edwards Brothers Furniture Bld., Mobile, AL
- Howell School Dothan, AL
- Powell School, Birmingham, AL
- 951 Government Street, Mobile, AL
- Martin Brick Mach. Mfg. Co., Lancaster, PA
- Benner Manufacturing Company, Lancaster, PA
- Ide/Profile Cotton Mill, Jacksonville, AL
- Ingalls Ironworks, Birmingham, AL
- Hamilton Watch Co., Lancaster, PA
- Noggie Shirt Factory, Mannheim, PA
- New Holland Machine Co., New Holland, PA
- Nissly Chocolate Factory, Landisville, PA
- Pequea Works, Strasburg, PA
- Conestoga Cork Company, Lancaster, PA
- Follmer, Clogg & Company, Lancaster, PA
- Lancaster Press Co., Lancaster, PA
- John DeHaven Tobacco W'house, Lancaster, PA
- Samuel Mumma Tobacco W'house, Landisville, PA
- McGovern Tobacco Warehouse, Lancaster, PA
- Basch & Fisher Tobacco W'house, Lancaster, PA
- C. A. Bitner Tobacco W'house, Lancaster, PA
- Nissly Tobacco Warehouse, Lancaster, PA
- Olde Harbour Inn, Savannah, GA
- 120 Lauderdale Street, Selma, AL
- 127 Broad Street, Selma, AL
- Commercial Building, Newville, PA
- Liles Building, Anniston, AL
- Palace Drug Co., Anniston, AL
- Vines Funeral Home, Lafayette, AL
- 3 Center Square, Maytown, PA
- Caldwell Building, Anniston, AL
- Levi-Woodworth Building, Anniston, AL
- Anniston City Land Company, Anniston, AL
- Columbian Building, Anniston, AL
- Meeting/King Street Buildings, Charleston, SC\*
- Noble Building, Anniston, AL
- Fort McClellan Rec. Center, Anniston, AL
- Post Hospital (Fort McClellan), Anniston, AL
- William Noble House, Anniston, AL
- Crowan Cottage, Anniston, AL
- Hamilton House, Anniston, AL
- Johnston House, Anniston, AL
- 405 Station 22, Sullivan's Island, SC
- Jones-Moses-Gassenhelmer Hse., Montgomery, AL
- Nathaniel Elimaker House, Gap, PA
- Liles Building, Anniston, AL
- Hurt Building, Atlanta, GA\*
- Haas-Howell Building, Atlanta, GA\*
- C. B. Henry Farm Barn, Jacksonville, AL
- Townsend/Gullatt Farmhouse, Hollywood, AL
- YMCA, Wilkes-Barre, PA
- Literary Hall, Newville, PA
- Dallas Township School, Dallas, PA
- Parkesburg School, Parkesburg, Chester Co., PA
- Connelley's Funeral Home, Charleston, SC\*
- Village Inn of Bird-In-Hand, Bird-In-Hand, PA
- Ephrata Mountain Springs Hotel, Ephrata, PA
- Market Street Inn, Charleston, SC\*
- Star Villas, Cape May, NJ\*
- Russell Street Inn, Orangeburg, SC\*
- St. Paul Evangelical Lutheran Ch., Newville, PA
- First Congregational Church, Chattanooga, TN

### Other Projects in Charleston, SC\*

- 6-16 Adgers Wharf
- 126 Alexander St.
- 115 Ashley Ave.
- 70 Beaufain St.
- 12 buildings on Broad St.
- 99, 128 Bull St.
- 21 Burns Lane
- 38, 40, 47 Calhoun St.
- 109, 127, 237, 239 Cannon
- 28, 30, 35, 39, 45 Chapel St.
- 16 Charlotte St.
- 55 Church St.
- 150, 152 Coming St.
- 26-32 Cumberland St.
- 18 Duncan St.
- 10 buildings on East Bay St.
- 13 Elizabeth St.
- 10 Exchange St.
- 11 Fulton St.
- 11 George St.
- 66 Hasell St.
- 26 Hutson St.
- 35, 37, 39 John St.
- 22 buildings on King St.
- 15, 18, 35, 67 Legare St.
- 44 Line St.
- 98, 100 139 Market St.
- 12 buildings on Meeting St.
- 44, 86 Morris St.
- 62 Murray Blvd.
- 17 Princess St.
- 94, 96, 98, 108 Queen St.
- 38, 78, 98 Radcliffe St.
- 98, 176, 255 Rutledge Ave.
- 141, 148 St. Philip St.
- 17, 107, 108, 156, 168 Smith St.
- 75, 79 Society St.
- 11, 38 State St.
- 24, 32, 39, 48, 52, 58 South Battery
- 91, 102, 111, 168, 172 Tradd St.
- 16 Trapman St.
- 1, 17 Vendue Range
- 140, 151, 164, 174 Wentworth St.
- 89 Warren St.
- 4 Zig-Zag Alley
- Roblison's Furniture Store
- Westendorff Building

\*While with Preservation Consultants, Inc.



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## Community Preservation Planning

Mr. Schneider has extensive experience with a wide variety of community preservation planning projects. In addition to authoring community preservation plans, he has participated in citywide and countywide comprehensive planning efforts and had worked with communities on the development of historic preservation ordinances.

### Historic Preservation Plans & Zoning Issues

- Anniston's Historic Resources: A Status Report (2007)
- City of Tuscaloosa, Greater Downtown Study (AL), Historic Preservation Component, for Cooper Consulting Co., Inc., 2005
- Town of Sullivans Island (SC), Historic Preservation Component, for Cooper Consulting Co., Inc., 2003
- City of Leeds (AL), Historic Preservation Plan, 2001
- City of Montevallo (AL), Historic Preservation Plan, 1998
- City of Lancaster (PA), Historic Preservation Plan, 1993
- Morrow House, zoning appeal, Birmingham, AL, 2001
- The Historic City of Lancaster, 1995
- Lancaster Inter-Municipal Committee, Historic preservation zoning ordinance, 1994

### Comprehensive Plans

- Beaufort County (SC), Advisory Committee, 1999
- Comprehensive Planning Committee, Lancaster County (PA), 1992 - 1993

### Other Projects

- Beaufort Reconstruction National Heritage Area, Beaufort (SC) 2001
- Northwest Quadrant Neighborhood Initiative, Beaufort (SC) 1999-2000
- John Mark Verdler House Planning Charrette, Beaufort (SC) May 1997
- World Monuments Watch, Nomination of Lancaster County (PA) to the list of 100 most endangered historic sites in the world, 1997
- City of Lancaster (PA), Survey Report and National Register district evaluation, 1995
- Hurricane Hugo Emergency Damage Assessment, Berkeley County (SC) 1989
- The Lancaster and Woodward Hill Cemeteries: Preservation Needs Assessment, Lancaster (PA), Project Manager, study conducted by LANDSCAPES, 1991

### Boards and Commissions

- City of Anniston Historic Preservation Commission, Vice Chair (2004-present)
- Spirit of Anniston Facade Grant Program, Chair (2009-present)
- Alabama Trust for Historic Preservation, Board of Directors (2002-2009)
- Tyler Park Neighborhood Association, Vice Chair, 2002-2005
- Alabama-Georgia Foothills Forum, 1999-2001
- Spirit of Anniston Railroad Station Committee, 2001-2002
- Historic Port Royal Foundation, Board, 1997-1999
- Beaufort Chamber of Commerce, Board, 1997-1999
- Main Street Beaufort, USA, Board, 1995 - 1999
- City of Beaufort (SC) Greenways Project Task Force, 1996 - 1997
- Citizens for Responsible Growth, Lancaster PA, 1994 - July 1995
- Cultural Resource Task Force, Lancaster County Planning Commission, 1993 - 1995
- Lancaster Farmland Trust, Board, 1990 - 1995
- Lancaster Cemetery, Advisory Board, 1992 - 1995
- Highway 23/30 Cultural Study Advisory Committee, Pennsylvania Department of Transportation, Lancaster (PA) , 1990 - 1992
- Woodward Hill Cemetery, Lancaster (PA) , Board, 1991 - 1993
- Lancaster Heritage and Environment Alliance, Lancaster (PA) , Board 1990 - 1995
- Central Market Authority Task Force, City of Lancaster (PA) 1990 - 1991
- Appearance Sub-Committee, Hayden Report Steering Com., Lancaster (PA) 1990
- Grave Concern, Lancaster County (PA); 1990 - 1990-1995
- Cultural Action Plan for Lancaster County, Lancaster (PA) 1990

*\*while with Preservation Consultants, Inc.*



## Environmental Review & Compliance

Mr. Schneider has completed numerous historic resource documentation projects involving Section 106, NEPA, urban and rural historic resource surveys, historic structures reports and published histories. He has completed individual, district, and multiple property nominations to the National Register of Historic Places.

### Compliance/Documentation

- A.G. Gaston Motel, Birmingham (AL), historic structures report, 2015
- National Historic Landmark Status Updates: Fort Morgan, Old City Hall, Government Street Presbyterian Church, U.S.S. Alabama, U.S.S. Drum, 2015
- Chappell House, Montgomery (AL), historic structures report, 2015
- Perry Hall, Montevallo (AL), historic structures report, 2015
- 120/59 Improvements, Birmingham (AL), 2014, compliance review
- City of Foley, TIGER Grant, Foley (AL) 2013, compliance review
- Lurleen Wallace Development Center, Decatur (AL) 2013, documentation
- George W. Rockstuhl Farmhouse, Foley (AL) 2013, documentation
- 11th Avenue Bridge, Birmingham (AL), 2013, documentation
- Lancaster General Hospital School of Nursing, Lancaster (PA) 2013, documentation
- 120/59 Improvements, Birmingham (AL), 2013, compliance review
- 34th Street Bridge, Birmingham (AL), 2011, compliance review
- Jack Warner Pkwy. and Martin Luther King Blvd., Tuscaloosa (AL), 2011, compliance review
- Chicago Bridge and Iron Co., Birmingham (AL), 2011, documentation
- Waynesboro Historic District, Waynesboro (MS), 2011, documentation
- Guthrie Crossroads, Crane Hill vicinity (AL), 2011, documentation
- Moore-Webb Plantation, Folsom (AL), 2010, documentation
- New Site (AL), 2010, documentation
- DeWitt Building, U.S. Post Office, & Campus Theatre, Bucknell University, Lewisburg (PA), 2010, compliance
- Brierfield Furnace Superintendent's House, Brierfield (AL) 2009, documentation
- Greenway Project, Huntsville, AL, Section 106 compliance, 2009, compliance review
- Hinton Property, Tuscaloosa, AL, Section 106 compliance, 2008, documentation
- Killen Farmhouse, St. Florian, AL, documentation (FDIC review), 2007, documentation
- Sunshine & Dorothy Morton House, Birmingham (AL) 2007, documentation
- Pratt House, Brierfield, AL 2007, documentation
- Lancaster World Industries, Lancaster Floor Plant Demolition, Section 106 & H.A.B.S., Lancaster, (PA), 2006
- Tuscaloosa (AL) Urban Renewal Area, H.A.B.S. documentation, 2006
- Barnes & Norris Cotton Gin, H.A.B.S. doc. and Cotton Gins in Alabama Historic Context, Northport (AL) 2006
- 548 N. Duke St., Lancaster (PA) 2006, local commission compliance,
- Douglass-Goldsworthy House, Anniston (AL) 2006, documentation
- Baker Dairy, Calera (AL) documentation, 2006, documentation
- Numerous HPCA Parts 1 for Easement Advisors, LLC, Birmingham (AL) 2004
- Ingalls Iron Works, Birmingham (AL) 2003, compliance review
- Asa Deadwyler Farmhouse, Section 106 compliance, Madison Co. (GA), 2002, documentation
- U.S. Steel Flint Ridge Building, Fairfield (AL), 2002, Section 106 compliance,
- U.S. Steel Fairfield Employment Office Building, Fairfield (AL), 2002, compliance, NR nomination,
- Choccolocco Creek Bridge, Talladega County (AL) 2002 documentation
- Buckner Circle Historic District (Fort McClellan), Anniston (AL) 2002, compliance, design review
- Ripley Cut-off Road Bridge, Walker County (AL) 2002, documentation
- Cedar Lake Road Bridge, documentation, Walker County (AL) 2002, documentation
- City of Brundidge (AL), 2001, documentation
- Shoal Creek Mill Site, Shelby County (AL) 2000, documentation
- Thomas Mill Bridge, documentation, Bibb County (AL) 1998, documentation
- Thomas Crumpton Farmhouse, Chilton Co. (AL) 1998, documentation
- Habecker Farmstead, Lancaster County (PA) 1998, documentation
- Ozley Farmhouse, Saginaw (AL) 1998, documentation
- Bibb County Courthouse, Centreville (AL) 1989, documentation
- Bibb County Bank & Trust Co., Centreville (AL) 1989, documentation
- William Smith Farm, Lancaster Co. (PA) 1995, documentation
- George Keller Farmhouse, York Co. (PA) 1995, documentation
- Kerdig Farmhouse, Lancaster Co. (PA) 1994, documentation
- Christian O. Herr Farm, Lancaster Co. (PA) 1993, documentation
- Relber-Herr-Hershey Farm, Lancaster Co. (PA) 1993, documentation
- Millersville Relief Route, Lancaster Co. (PA) 1992, documentation
- Visitor Reception and Transportation Center, documentation, Section 106 review, Charleston (SC) 1989.\*
- Robert Mills Manor Low Income Housing Project, H.A.B.S. documentation, Charleston (SC) 1989\*
- Riviera Theatre, Charleston (SC) 1988, documentation\*
- Russell House, doc., Oconee County (SC) 1988, documentation\*
- Marshlands Plantation House, Charleston (SC) 1987, documentation\*
- Hamrick Theatre, Gaffney (SC) 1987, documentation\*
- Calhoun Mansion, Charleston (SC) 1981, documentation

### Communication Tower Review

- Historic Resource Documentation, various sites in AL, FL, GA, LA, MS, & TN, for Environmental Engineers, CDG Engineers, Christian Testing Labs, QORE Property Sciences, MACTEC, Sain Associates, TEST
- Communication Tower Balloon Studies, various sites in AL, FL, LA, and TN Environmental Engineers

\*while with Preservation Consultants, Inc.



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## Design Review & Heritage Tourism

Mr. Schneider has considerable experience with historic preservation commissions and the design review process. He has served as an applicant before, a consultant to, and/or a member of historic review boards, has written design guidelines, and has conducted training workshops for commissions and the general public.

### Design Review

- City of Monroeville Historic Preservation Commission, Monroeville (AL), Consultant, 2011-2012
- Design Review Guidelines, Madison (AL) 2010
- Design Review Guidelines, Sheffield (AL) 2008
- Design Review Guidelines, Huntsville (AL) 2004
- Design Review Guideline Revisions, Eufaula (AL) 2003
- Design Review Guideline Revisions, Sullivan's Island, (SC), 2003
- Design Review Guideline Revisions, Leeds (AL) 2001
- Design Review Guideline Revisions, Decatur (AL) 2001
- City of Anniston, Historic Preservation Commission, Anniston (AL) 2002-2011
- Spirit of Anniston Facade Grant Program, Chair 2009-2010
- City of Beaufort Board of Architectural Review, Beaufort (SC) Advocate advisor, 1995 - 1999
- Design Standards Development Committee, City of Beaufort (SC) 1995 - 1999
- Northwest Quadrant Neighborhood Design Guidelines with Winter & Associates, Beaufort (SC) 1996-1999
- Preservation Committee, St. Helena's Episcopal Church, Beaufort (SC) 1996 - 1999
- Historic Architecture Review Board, City of Lancaster (PA), Consultant Advisor, 1990-1992; advocate advisor 1992-1995
- Exterior Commercial Property Review Committee, Member, Lancaster (PA) 1990 - 1995
- Lancaster County Environmental Center, Design Review Committee, Lancaster (PA) 1993
- Charleston (SC) Board of Architectural Review,\* Applicant Representative, 1984 - 1989

### Heritage Tourism

- Beaufort Historic District, Information for Tour Guides, City of Beaufort (SC) 1999
- Heritage Tourism Task Force, National Trust for Historic Preservation, Lancaster County (PA) Planning Commission, 1994 - 1995
- Tourism Management Advisory Committee, City of Beaufort (SC) 1998-1999
- Nature-Based Tourism Task Force, City of Beaufort, Beaufort (SC) 1998-1999
- Friends of the Railroad Museum, Marketing Committee Lancaster (PA) 1990 - 1991

### Historic Theatres

- Lyric Theatre, Birmingham (AL), Rehabilitation Tax Credit Consultant, 2015
- Anderson's Theatre, Gulfport (MS), Rehabilitation Tax Credit Consultant, 2014
- Campus Theatre, Bucknell University, Lewisburg (PA), Section 106 Review
- Friends of the Main Theatre, Ephrata (PA), Advisor, 1990
- Friends of the Riviera, Charleston (SC), Chair, 1986-1988
- Hamrick Theatre, Gaffney Main Street Corporation, Gaffney (SC) 1987\*
- Historic Motion Picture Theatre Survey, Buffalo (NY), Survey, 1981
- "The Historic Motion Picture Theatre in America," Master's thesis, 1981

### Publications

- An Architectural Guide to Downtown Ensley, Birmingham (AL) 2009
- Downtown Ensley & Tuxedo Junction, Birmingham (AL) 2009
- Beaufort Historic District, Information for Tour Guides, editor, Beaufort (SC) 1999
- A Guide to Historic Beaufort, Historic Beaufort Foundation, 1999, editor, co-author, 9th edition
- John Mark Verdier House, Historic Beaufort Foundation, 1997, editor, co-author, design
- The Historic City of Lancaster, Historic Preservation Trust of Lancaster County, 1995
- Foundations In a Fertile Soil, Historic Preservation Trust of Lancaster County, 1994

\*while with Preservation Consultants, Inc.

Schneider Historic Preservation, LLC  
**McThornmor Acres Survey**  
 Proposal Pricing Information

|   |  |  |       |          |
|---|--|--|-------|----------|
| 1. Startup & Administration                   |  |  |       |          |
| a. Preliminary Site Assessment                |  |  | 95    |          |
| b. Project management                         |  |  | 475   |          |
| Subtotal                                      |  |  |       | 570      |
| 2. Background research and historical summary |  |  |       | 3,800    |
| 3. Field Survey                               |  |  |       |          |
| a. Conduct field survey                       |  |  | 3,040 |          |
| b. Process survey forms                       |  |  | 1,900 |          |
| c. Determination of NR district boundaries    |  |  | 380   |          |
| d. Mapping                                    |  |  | 760   |          |
| Subtotal                                      |  |  |       | 6,080    |
| 4. Survey Report                              |  |  |       | 1,500    |
| 5. Nominations                                |  |  |       |          |
| a. Complete NR Form                           |  |  | 0     |          |
| b. Additional photography                     |  |  | 0     |          |
| c. Material presentation (maps, etc.)         |  |  | 0     |          |
| Subtotal                                      |  |  |       | 0        |
| 6. Public meetings                            |  |  |       |          |
| a. Preparation                                |  |  | 340   |          |
| b. Meetings                                   |  |  | 340   |          |
| Subtotal                                      |  |  |       | 680      |
| Subtotal Labor                                |  |  |       | 12,630   |
| Materials & Direct Expenses                   |  |  |       |          |
| 1. Travel                                     |  |  |       |          |
| a. Mileage (53.5¢/mi.)                        |  |  | 435   |          |
| b. Travel Time                                |  |  | 780   |          |
| Subtotal                                      |  |  |       | 1,215    |
| 2. Materials                                  |  |  |       |          |
| a. Maps                                       |  |  | 0     |          |
| b. Photography                                |  |  | 90    |          |
| c. Shipping/ admin.                           |  |  | 65    |          |
| Subtotal                                      |  |  |       | 155      |
| Subtotal Expenses                             |  |  |       | 1,370    |
| Total Budget                                  |  |  |       | \$14,000 |

Cost of Performance Bond and/or city business license to be added to the above.

# FEDERAL SUBRECIPIENT MANAGEMENT GUIDELINES

*(Revision 5/06/16)*

*Written by the Alabama Historical Commission for pass-through subrecipients under the*  
**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**National Park Service**  
**Program Title: Historic Preservation Fund Grants-in-aid**  
**CFDA Number 15.904**

*These guidelines are referenced in your grant agreement and will help you in completing reports, documenting your expenses and meeting legal requirements*

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### **PUBLIC INFORMATION AND ENDORSEMENTS**

**STANDARDS OF WORK** - project inspection, standards, methods to be used and project completion requirements.

**GRANTEE COST REPORT** - budget, submissions, approvals and procedures for payment to Grantee.  
Instructions to the Grantee Cost Report – the form used to claim grant share.

**ADMINISTRATIVE REQUIREMENTS** - general, financial, record keeping, accounting, legal compliance by Grantee

## PUBLIC INFORMATION AND ENDORSEMENTS

Historic Preservation Fund Grants Manual as modified by Grant Agreement issued by  
The National Park Service for the current Fiscal Year

### PUBLIC INFORMATION

An acknowledgment of support must be made in connection with any publicity or dissemination of information such as announcements, notices to the public and news media, press releases, printed or audio-visual electronic material and websites. This acknowledgment shall be in the form of the following statement:

**“The activity that is the subject of this [type of activity] has been financed [in part/entirely] with Federal funds from the National Park Service, U.S. Department of the Interior.**

Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.

Grantee must obtain prior Alabama Historical Commission approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

### PUBLICATIONS

Documents published with grant funds must have prior written approval by the Alabama Historical Commission and The National Park Service. Publications specified in this agreement do not require separate written approval.

Five copies of all publications and videos funded by this grant must be submitted to the Alabama Historical Commission contact person for contract, financial and accounting compliance under the grant agreement.

The Grantee shall acknowledge National Park Service support, include the required disclaimer statement, and the required Nondiscrimination statement in all grant related publications, video tapes, recordings, websites, printed matter, brochures, exhibit, audio visual and workshop materials as follows:

**"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.**

**This program receives federal funds from the National Park Service**

**administered through the Alabama Historical Commission. 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 he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Office of Equal Opportunity, U. S. Department of the Interior, National Park Service, 1849 C Street, NW, Washington, D.C. 20240**

## STANDARDS OF WORK

### REVIEW AND COORDINATION DURING THE PROJECT:

The Grantee agrees to permit and to facilitate review of work hereunder by the Alabama Historical Commission at Montgomery or at other places if the parties hereunder mutually assent and at such times as may be mutually agreeable. The Grantee will work closely with the Alabama Historical Commission Staff Member named in the grant agreement to ensure that work accomplished meets the standards of the grant agreement. It is strongly recommended that the Grantee have its professional consultants, architects, engineers, designers, etc., consult with the Responsible Alabama Historical Commission Staff Member named above to ensure that work accomplished meets the standards of the grant agreement.

### INTERIM PERFORMANCE SCHEDULE, PROGRESS REPORTS, FINAL PRODUCTS AND REPORT:

All products and project work reports shall be submitted by the Grantee to the Alabama Historical Commission according to the due dates in the grant agreement. If products and project work do not meet the standards of the grant agreement and problems are not resolved by the due dates specified, payment to the Grantee may be forfeited. In the case of delays, the Grantee may request approval to amend the schedules in the grant agreement and the Alabama Historical Commission may either approve or disapprove such changes.

The Grantee shall submit a final project report which shall be in the format of a narrative along with clear photographs, clear and readable drawings, maps, charts, diagrams, etc., as needed to fully explain findings and recommendations.

#### Survey and Registration:

- Discussion of research methodology and goals;
- Discussion of what was done and the results;
- Summary of the knowledge this project contributes to southeastern prehistory
- Copies of public notices or other promotional information produced with appropriate federal funding acknowledgements
- Summary of the knowledge this project contributes to understanding of Alabama historic structures, buildings, districts and/or sites.

#### General programs:

- Describe significant problems encountered and their solutions
- Programs conducted during the year (facade restorations, etc.)
- Any plans developed for historic areas and how they were used or will be used
- Description of the methods and sources used;

- Summary of the differences between planned and actual major work items that were completed;
- Copies of public notices or other promotional information produced with appropriate federal funding acknowledgements

Outreach:

- Four copies of any publication and/or video
- Copies of public notices or other promotional information produced with appropriate federal funding acknowledgements

For any Conference or meetings funded by this grant project:

- Estimated number of participants
- Methods used by speakers (power point, lectures, workshops, etc.)
- Type of participants (merchants, municipal officials, architects, preservationists, etc.)
- Subjects of speakers, participants' concerns
- Types of technical assistance offered to participants
- Sample of significant handouts given to participants with appropriate federal funding acknowledgements including agenda
- Sample of each brochure printed (must have funding acknowledgment statement required in the grant agreement)

## GRANTEE COST REPORT

The attached Form - Grantee Cost Report must be sent to the Alabama Historical Commission in a timely manner. It lists the approved budget and is the basis of payment to the Grantee.

The Grantee Cost Report may be photocopied and signed each time it is submitted. An email attachment of a scanned copy of the signed Grantee Cost Report may be sent to the Alabama Historical Commission; however, the Report with original signatures must be submitted if requested by the Alabama Historical Commission at its discretion.

The Grantee Cost Report shall be fully supported by documentation as outlined on the instructions for documentation that must be sent with each submission of the form. The Grantee will furnish additional documentation as, in the judgment of the Alabama Historical Commission, may be relative to a question of compliance with this agreement. This may include supporting documents, statistical records, and all other records until such questions are resolved.

### WHEN TO SEND GRANTEE COST REPORT

Even if no costs are incurred during any one expense period, Grantee Cost Report must be submitted, indicating this fact, unless all costs have been reported and the project is complete. Grantee Cost Report for each Expense Period must report all costs incurred during that Expense Period. Date cost incurred is the date billed, invoiced or contributed to the Grantee - not the date paid by Grantee. Do not wait to report costs incurred in one Expense Period and paid later.

Failure by the Grantee to submit Grantee Cost Report or document project costs in a timely manner is reasonable cause for termination of the grant agreement by the Alabama Historical Commission. The due dates in the grant agreement are the minimum required. The Grantee may report more often if necessary in order to claim payment of grant share of expenses.

### PAYMENT TO GRANTEE

Grant share of costs paid to the Grantee may be subject to the following conditions: Cost is to be paid by Grantee before reimbursement. Grant monies are available from the original source of funding to carry out the purposes of the agreement. Reimbursement to the Grantee should be matched within same federal fiscal year. (The federal fiscal year is from October 1st to September 30th of each year.) Matching Share from one federal fiscal year should not be applied to any other federal fiscal year. Each payment to the Grantee of grant share should be supported by the budget percentage of matching share from the Grantee.

## ADMINISTRATIVE REQUIREMENTS

### GENERAL REQUIREMENTS

In the event of the proration of the fund from which payment under this contract is to be made, this Agreement will be subject to termination.

The Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Grantee further covenants that in the performance of this agreement no person having any such interest shall be employed. The Grantee warrants that it now has or will secure, at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the Alabama Historical Commission.

No officer, member or employee of the Alabama Historical Commission, and no member of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall (a) participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is directly, or indirectly interested; or (b) have any interest, direct or indirect, in the agreement or the proceeds thereof.

Funds provided under this agreement are not to be used to pay the costs of the State of Alabama or the Alabama Historical Commission. Such costs are defined to be those which satisfy the financial obligations of, or directly benefit, the Alabama Historical Commission. Furthermore, no employee of the State of Alabama or the Alabama Historical Commission shall receive reimbursement from funds provided under this agreement for costs that should be paid by the Alabama Historical Commission, such as travel or other employee expenses requiring the approval of state officials in accordance with State of Alabama fiscal procedures.

The Grantee agrees to repay the Alabama Historical Commission if terms and conditions for this agreement are not followed or costs claimed are disallowed following audit. Repayment shall be limited to those portions of expenditures deemed by the Alabama Historical Commission and/or the Examiners of Public Accounts not to be in conformance with terms and conditions of this agreement and to items of costs claimed which are disallowed by the Examiners of Public Accounts and/or any other designated grant auditor. Repayment shall become due upon notification to the Grantee by the Alabama Historical Commission of any such disallowance. The Alabama Historical Commission agrees to refund to the Grantee any repayment when the Examiners of Public Accounts agrees to allow any costs which had been previously disallowed.

The Grantee shall not be relieved of liability to the Alabama Historical Commission for damages sustained by the Alabama Historical Commission by the virtue of any breach of the agreement by the Grantee and the Alabama Historical Commission may recover and/or withhold any payments for the purpose of setoff until such time as the exact amount of damages due the Alabama Historical Commission is determined.

**FEDERAL REQUIREMENTS**  
(NPS form DI-2010)

In accordance with Executive Order 12549, and Office of Management and Budget 2 CFR Part 200, the Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this agreement.

The Grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The Grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

In accordance with Section 303 of Public Law 106-291 (the Fiscal Year 2002 Appropriations Act for the Department of the Interior and Related Agencies), the Grantee shall not use any part of these appropriated funds for any activity or for the publication or distribution of literature that in any ways tends to promote

public support or opposition to any legislative proposal on which Congressional action is not complete.

For contracts and grants exceeding \$150,000:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

**Historic Preservation Fund Grants Manual**  
**frequently cited excerpts that apply to subrecipients**

**BASIC REQUIREMENTS FOR HISTORIC PRESERVATION FUND GRANTS (NPS -49.CH.3)**

Approved scope of work, products, budget and performance/reporting milestones cannot be changed without prior written approval from the Alabama Historical Commission.

No member of, or Delegate to, the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part thereof or to any benefit to arise there from.

Final products as required in this agreement which do not conform to the terms and conditions of this agreement or which do not meet the applicable U. S. Secretary of the Interior's "Standards" will not be reimbursed.

**GENERAL CONDITIONS GOVERNING GRANTS (SPECIFIED IN NPS -49.CH.5)**

**Buy American Requirements.**

Congress believes that grant recipients should, in expending Federal grant assistance, purchase only American made equipment and products. The purchase of supplies, equipment, and construction materials with HPF grant assistance must comply, to the greatest extent practicable, with the requirements of 43 CFR 12, Subpart E (43 CFR 12.700-12.830).

**Convict Labor**

In accordance with Executive Order 11755, as amended by Executive Order 121608, no person undergoing a sentence of imprisonment at hard labor shall be employed on this grant work.

**Energy Conservation**

Grantees must promote and achieve energy conservation in their HPF grant operations. Grantees must

utilize to the maximum extent practicable the most energy efficient equipment, materials, and construction and operating procedures available.

#### Examination of Records

The Alabama Historical Commission, the Department of the Interior, the Comptroller General of the United States, and the grantee and/or grantor, or any of their authorized representatives shall have the right of access to any books, documents, papers, or other records of the subgrantee which are pertinent to the HPF grant in order to make audit, examination, excerpts, and transcripts.

#### Insurance

The purchase of Flood Insurance required by Section 102(a) of the Flood Disaster Protection Act of 1973 (28 U.S.C. 1400), as amended by the National Flood Insurance Reform Act of 1994, is applicable to acquisition or development projects. The amount of insurance required is the total cost of the insurable improvement or the maximum limit of coverage made available under the National Flood Insurance Act, whichever is less. The term of the insurance coverage will be for the length of the economic or useful life of the property as defined by the term of the maintenance and administration covenant requirements. Whenever flood insurance is available to cover a facility during construction the participant will obtain such coverage as soon as the facility becomes insurable. Coverage is usually available as soon as construction progresses beyond the excavation phase. Where a project includes an insurable improvement only as a small and incidental portion of the total project, flood insurance is not required if the value of the insurable improvement is less than \$10,000.

#### Lead Based Paint

Section 401 of the Lead Based Paint Poisoning Prevention Act as amended, (48 U.S.C. 4801 et seq.) prohibits the use of lead based paint in residential structures constructed or rehabilitated with Federal assistance. Grantees shall include provisions in all contracts and subgrant agreements for construction work prohibiting the use of lead based paint. Such paint is defined in 24 CFR 35.63 as "any paint containing more than six one hundredths of one percent lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied."

#### CONSTRUCTION GRANT ASSISTED PROGRAM ACTIVITIES (NPS -49.CH.6)

A project sign acknowledging National Park Service assistance and the Alabama Historical Commission shall be erected at the project site during the project's term, unless a written waiver is obtained from the National Park Service by the Alabama Historical Commission.

Architectural plans and specification must be approved by the Alabama Historical Commission as being in conformance with the Secretary's "Standards for Historic Preservation Projects," prior to the commencement of construction work. Grantee must submit complete project initiation documentation to the satisfaction of the Alabama Historical Commission. Initiation documentation may consist of plans, elevations, sections, details and schedules necessary to delineate proposed project work; specifications describing the type and quality of materials, processes and workmanship; historical research which justifies the materials and procedures to be used and schedule for construction.

No funds shall be used for the moving and relocation of structures until the Alabama Historical Commission obtains written approval from the National Park Service. If approved, structure must be listed in the National Register at the time of moving and relocation along with the confirmation from the National Register that the property will not be removed from the National Register as a result of the relocation. The Grantee must provide to the Alabama Historical Commission the necessary information

relating to how the move will affect the property's integrity and significance so that the Alabama Historical Commission can request prior written approval from the National Register in Washington D.C.

#### STANDARDS FOR ALLOWABILITY OF COSTS (NPS -49.CH.13)

It is understood that individual rates of compensation listed in the Grant Application, upon which the grant agreement is based, are not necessarily acceptable; rather, they are subject to audit. Each individual's rate of compensation shall be reviewed and audited by the Alabama Historical Commission during the project period and shall be determined reasonable on a case by case basis. Compensation for services to an individual may be disallowed by the Alabama Historical Commission if determined to be unreasonable.

No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with these Historic Preservation Funds, or when such services are contributed as nonfederal share. Rates shall not exceed maximum rates set by the federal government. This limit does not restrict use of nonfederal funds not used to match grant, or the use of a fixed fee contract not based upon an hourly rate. When consultant services rates exceed this rate, only the amount up to that rate can be charged to this Historic Preservation Fund grant, or be claimed as nonfederal matching share costs. Where consultants are hired at salaries above that rate, the excess costs must be paid outside the historic preservation grant (and nonfederal share).

Meeting costs as budgeted for workshops and seminars hosted and sponsored by the Grantee are allowable such as meals, transportation, rental of meeting facilities, and other incidental costs when the primary purpose of the meeting is the dissemination of technical information relating to the grant program. A meal that starts and ends simultaneously with a workshop would be considered unacceptable.

Costs of meals for grantee employees, Review Board members (including any other State oversight or advisory boards), or CLG Commission members are unallowable except as per diem when such persons are on travel status in conjunction with activities eligible for HPF assistance.

#### PROGRAM INCOME (NPS Grants Manual CH. 16)

If the grant agreement funds workshops, conferences, or publications, and those services are made available by the grantee for a fee, the grantee shall indicate the estimated amount of program income that will be produced before the grant end date and request Alabama Historical Commission approval as authorized by the National Park Service for the method of handling this income (according to 43 CFR 12.65).

When access to a grant sponsored event requires registrants to pay a fee, NPS considers the registration fee to be program income regardless of the amount or use of the fees collected. The grantee must account for all income earned and submit invoices for expenses paid with these funds. Any registration fee collected must be fully accounted for with date, name of registrant, amount collected and deposited. Any additional money must be spent on activities or materials approved by AHC staff as eligible grant expenses.

The actual use of program income in accordance with the treatment approved by the Alabama Historical Commission must be documented in the grantee's files for audit purposes and reported to the Alabama Historical Commission.

## PROCUREMENT STANDARDS (NPS 49.CH.17)

Grantees shall use their own procurement procedures which reflect applicable State and local laws and regulations, provided that procurements for HPF-assisted work conform to the standards set forth in this booklet and applicable Federal laws. Accordingly, if State or local requirements are more stringent (e.g., State regulations require that all contracts at or over \$15,000 be bid), the grantee must comply with those more restrictive requirements.

The types of contracts which are allowable include cost reimbursement contracts, firm fixed-price contracts, fixed-price incentive contracts, or cost-plus-a-fixed-fee contracts. However, cost-plus-a-percentage-of-cost and percentage-of-construction-cost contracts may not be used under any circumstances.

Consultant contract awards shall not be made to a former employee, contractor or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement.

Written agreements between Grantee and consultants shall be executed which detail the responsibilities, standards, and fees. The grantee shall ensure that the agreement includes the following provisions pertaining to consultant conduct:

- a. A consultant shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
- b. A consultant shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
- c. A consultant shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the grantee, except when that information has been made available to the general public or will be made available upon request, or when the SHPO gives written authorization for the use of nonpublic information on the basis that the use is in the public interest.

Procurement under grants shall be made by one of the following methods: 1) small purchase procedures; 2) competitive sealed bids obtained through formal advertising; 3) competitive negotiation; 4) noncompetitive negotiation.

1. Small purchase procedures are simple, informal methods (i.e., imprest funds, purchase orders, blanket purchase agreements) used for a procurement of services, supplies or other property, costing in the aggregate not more than \$150,000. Grantees shall comply with local small purchase dollar limits if they are lower than the Federal Threshold of \$150,000. If small purchase procedures are used for procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources to assure competition.

2. In competitive sealed bids through formal advertising, sealed bids are publicly solicited, and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid is lowest in price. If formal advertising is used for grant procurement, the period allowed for bids to be submitted shall be at least 21 calendar days. The invitation shall be publicly advertised. All bids shall be opened publicly at the time and place stated in the invitation for bids. A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Formal advertising includes placing the "Invitation to Bid" in a major newspaper that covers the

area affected by the project. Notices shall be published at least three times (which can be either three successive times in one publication, or published one time simultaneously in three different publications). Use of preselected bid lists, posting in public places, and publication in trade journals and magazines are legitimate steps; however, this may be done only if used in conjunction with newspaper and other mass media announcements. 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. It shall clearly define the items or services needed in order for the bidders to properly respond to the invitation and have a complete, adequate and realistic specification or purchase description, or where it is available, which avoids unnecessarily restrictive specifications or requirements which might unduly limit the number of bidders. Shall state the time and place that the bids will be opened publicly. The Grantee shall not open the sealed bids prior to the time stated. The period allowed for bids to be submitted will be at least 21 calendar days from the date of first publication. After all bids are received, they shall be tabulated and summarized in a manner that will facilitate comparison of the relative advantages and disadvantages of each bid. In awarding contracts which include additive and deductive bid items, the award procedures shall include a disclosure of the selection priority for these items. This tabulation and/or summary shall be signed and dated to provide documentation as to the basis for awarding the bid. A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Any or all bids may be rejected when there are sound documented business reasons in the best interest of the program. If all bids are rejected as too costly, and the scope of work is then substantially altered, the work must be re-advertised. Selection of the successful bidder must be made principally on the basis of price. Contract awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of proposed procurement. Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources shall be considered. (Note: evidence of default, adverse record of past performance, or related factors are necessary to demonstrate lack of responsibility.)

The Alabama Historical Commission in consultation with the National Park Service is necessary in cases when there is:

Failure to receive a sufficient number of bids. Two or more responsible suppliers must be willing and able to compete effectively for the grantee's business.

A great disparity in bid quotations; or

The intent to award a contract to other than the low bidder. It is not always necessary to award the contract to the lowest bidder; however, the justification for doing so shall be documented in writing. The procurement must lend itself to a firm-fixed-price contract, and selection of the successful bidder shall be made principally on the basis of price.

Contracts for construction exceeding \$150,000 shall have:

- 1) A bid guarantee from each bidder equivalent to 5 percent of the bid price;
- 2) A performance bond on the part of the contractor for 100 percent of the contract price; and
- 3) A payment bond on the part of the contractor for 100 percent of the contract price

Sources of Bonds. Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223). A list of these companies is published annually by the Department of the Treasury in its Circular 570 (the current list can be accessed at <http://www.fms.treas.gov/c570/c570.html>). The Department of the Treasury Circular 570 may also be obtained from the Government Printing Office, 732 North Capitol St. NW, Washington, DC 20401 (202) 512 1800.

3. In competitive negotiation, proposals are requested from a number of sources and the Request for Proposal is distributed to several prospective bidders, negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed-price or cost-reimbursable type contract is

awarded, as appropriate. Competitive negotiation may only be used if conditions are not appropriate for the use of formal advertising. Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposals shall be publicized (distributed to several prospective bidders; it does not require publication) and reasonable requests by other sources to compete shall be honored to the maximum extent practicable. The Request for Proposals shall describe the work to be done, identify all significant evaluation factors, including price or cost where required and their relative importance, describe what each respondent must submit such as resumes, references, and past work experience. The grantee shall provide mechanisms for technical evaluation of the proposals received, determinations of responsible offerors, scoring sheets, written or oral discussions with offerors if applicable, and selection for contract award. Negotiations are normally conducted with more than one of the sources submitting offers, and a fixed-price contract is awarded. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Grantees must use competitive negotiation procedures for procurement of professional services, whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience will be evaluated to assess professional qualifications for procurement of professional services.

Recommended by the Alabama Historical Commission:

The city should send out request for proposals and conduct a competitive process to select project consultants. All consultants must receive the same information on the project and same due date for submission. If you do not receive responses from consultants, we will need to have that information. We prefer the local preservation commission members and city staff review applicants and use a rating system to determine the most qualified personnel.

4. Noncompetitive negotiation is to be used only after the Alabama Historical Commission in consultation with the National Park Service reviews and approves the grantee's method and reasons for using this method of procurement.

PROPERTY MANAGEMENT STANDARDS (NPS -49.CH.20)

The Alabama Historical Commission shall be notified of any discovery or invention which arises or is developed in the course of or under this contract. In each case, the Alabama Historical Commission will seek determination from the National Park Service to determine how rights will be allocated and administered in order to protect the public interest consistent with federal government Patent Policy.

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of any application for copyright without the express written consent of the Alabama Historical Commission. No such copyright shall prevent the Alabama Historical Commission or the Federal Government and its officers, agents, and employees from acting within the scope of their official duties, to reproduce, publish, or otherwise use, and to authorize others throughout the world, to publish, translate, reproduce, and use for Government purposes.

EQUIPMENT

There shall be no expenditure of grant funds for equipment with an individual unit cost of more than \$5,000.00 in accordance with 2 CFR Part 200.

STANDARDS FOR GRANTEE FINANCIAL MANAGEMENT SYSTEMS (NPS -49.CH.22)

This Project's costs shall be accounted for and billed separately. The Grantee shall have an accounting system which accounts for costs in accordance with generally accepted accounting principles. This

system shall provide for the identification, accumulation and segregation of allowable and unallowable project costs in a manner consistent with its normal accounting procedures. The Grantee shall keep accurate records of all procurements, receipts and disbursements. The Grantee assures such compliance features detailed in this contract to be included as features in subcontracts made for the purpose of meeting the Grantee's obligations under the provisions of this contract.

### STATE OF ALABAMA REQUIREMENTS

All professionals, contractors, builders, architects, engineers and other providers of goods and services under this agreement shall be properly licensed by federal, state and local entities as appropriate.

This Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the contract in subsequent fiscal years. The fiscal year is from October 1st to September 30th.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama."

If an audit is performed for the Grantee, a copy of its audit report for the period which contains this agreement shall be forwarded to the Department of Examiners of Public Accounts which is required under Act 94-414, State of Alabama. Audit reports submitted should be addressed in the following manner:

**Department of Examiners of Public Accounts  
P O BOX 302251  
Montgomery, Alabama 36130-2251  
ATTN: Audit Report Repository**

### IMMIGRATION

By signing the grant agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Act 2011-535, entitled the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act" and codified at Section 31-13-1 et seq. of the Code of Alabama, 1975, as amended ("the Act" or "the immigration law") imposes conditions on the award of State contracts, grants and incentives which must be satisfied before payment can be made to the Contractor. There must be Section 31-13-9(a) and (b) compliance established by completion of the:

- 1) certificate of compliance required by Section 31-13-9(a) that has been provided by the Contractor, using the form prescribed by the State of Alabama; and
- 2) a complete copy of the E-Verify Memorandum of Understanding (MOU), which is generated when the Contractor enrolls in that program, bearing the number assigned to that MOU by Homeland Security.

#### ALABAMA HISTORICAL COMMISSION OVERSIGHT

All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. None of the work or services covered by this agreement shall be subcontracted without the prior written approval of the Alabama Historical Commission. All personnel hired and retained under this agreement shall be subject to the approval of the Alabama Historical Commission. No one shall be retained who does not meet in the judgment of the Alabama Historical Commission the standards necessary to adequately perform the work required under this agreement.

If archaeological remains are discovered, all work will cease and archaeological mitigation will be undertaken. The grantee shall notify any appropriate personnel and/or contractors working at the site of this Adiscovery clause.@ Should the suspension of work be necessary in order to protect an archaeological or historical finding the Grantee will consult with the Alabama Historical Commission to determine if the grant agreement should be modified or terminated.

The Alabama Historical Commission cannot be held responsible for actions of the grantee and, to the extent authorized under Article 1, Section 14 of the Constitution of Alabama, and Section 41-09-60, Code of Alabama, shall be held harmless for any damages that may be claimed by persons affected by this grant.

# **FORMS (Optional) THAT CAN BE USED TO DOCUMENT CERTAIN COSTS**

*(Revision 4/19/2012)*

*Written by the Alabama Historical Commission for pass-through subrecipients under the*

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**National Park Service**

**Program Title: Historic Preservation Fund Grants-in-aid**

**CFDA Number 15.904**

*These forms may be used if you do not have similar forms to meet documentation requirements.*

## **Assurances**

**Acknowledge National Park Service Support**

**Equal Employment Opportunity**

**Distribution of Time**

**Payroll**

**Vehicle Mileage**

**Donated Time**

**Donated Equipment Use**

**Donated Space**

**Expendable Personal Property**

**Competitive Procedure**

## ASSURANCES

### 1. FEDERAL ASSISTANCE

Federal funds are involved and compliance with all applicable Federal, State, and local laws, rules, and regulations is required.

NPS GRANTS MANUAL, CHAPTER 17 FOR FORMAL ADVERTISING FOR COMPETITIVE SEALED BIDS OTHER THAN SMALL PURCHASE THRESHOLD.

### 2. CONSULTANT CONTRACTS (Including Architects, Engineers, Historians and others)

The consultant shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties. The consultant shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties. The consultant shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the grantee, except when that information has been made available to the general public or will be made available upon request, or when the SHPO gives written authorization for the use of nonpublic information on the basis that the use is in the public interest.

NPS GRANTS MANUAL 17-G, REQUIRING WRITTEN CONSULTANT AGREEMENTS.

### 3. FORFEITURE

Any conflicts resulting from noncompliance with federal compliance guidelines, acts of illegal nature, or any additional resulting conflicts shall make this contract null and void.

2 CFR Part 200 - CONTRACT OTHER THAN SMALL PURCHASES

### 4. TERMINATION

Termination for cause and for convenience by either party including the manner by which it will be effected and the basis for settlement is provided for as follows: [Either party may terminate this agreement for reasonable cause by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination.

2 CFR PART 200- ALL CONTRACTS OVER \$10,000

### 5. EQUAL OPPORTUNITY ORDER

The Contractor assures compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations (41 CFR Part 60).

2 CFR PART 200 - CONSTRUCTION CONTRACTS OVER \$10,000 BY GRANTEES, SUBGRANTEES, CONTRACTORS

### 6. ANTIKICKBACK ACT

The Contractor assures compliance with the Copeland "AntiKickback Act" (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3).

2 CFR PART 200 - CONTRACTS AND SUBGRANTS FOR CONSTRUCTION OR REPAIR

### 7. DAVIS-BACON ACT

The Contractor assures compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).

2 CFR PART 200 - CONSTRUCTION CONTRACTS OVER \$2500 BY GRANTEES AND SUBGRANTEES WHEN REQUIRED BY LEGISLATION

NPS-49.CH.17 - ONLY APPLICABLE TO HPF IF 25% OF PROJECT COST REQUIRES IT.

WORK HOURS AND SAFETY STANDARDS ACT

### 8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACTS

The Contractor assures compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Acts (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5) commonly referred to as the "Standard Work Week Regulations and the Work Condition Regulations".

2 CFR PART 200 - CONSTRUCTION CONTRACTS AWARDED BY GRANTEES AND SUBGRANTEES OVER \$2,000; AND, OVER \$2,500 FOR CONTRACTS WHICH INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS  
NPS-49.CH.17 - NOT APPLICABLE TO HPF

**9. REPORTING REQUIREMENTS**

The Contractor shall incorporate the grantor agency's requirements and regulations pertaining to reporting [as follows - list if applicable]

2 CFR PART 200 -

**10. PATENTS**

The Contractor shall incorporate the grantor agency's requirements and regulations pertaining to patent rights.

2 CFR PART 200 - EVERYTHING

Grantor Agency Requirements and Regulations:

The Alabama Historical Commission shall be notified of any discovery or invention which arises or is developed in the course of or under this contract. In each case, the Alabama Historical Commission will seek determination from the National Park Service to determine how rights will be allocated and administered in order to protect the public interest consistent with federal government Patent Policy.

PROPERTY MANAGEMENT STANDARDS (NPS-49.CH.20)

**11. COPYRIGHT**

The Contractor shall incorporate the grantor agency's requirements and regulations pertaining to copyrights and rights in data.

2 CFR PART 200 - EVERYTHING

Grantor Agency Requirements and Regulations:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of any application for copyright without the express written consent of the Alabama Historical Commission. No such copyright shall prevent the Alabama Historical Commission or the Federal Government and its officers, agents, and employees from acting within the scope of their official duties, to reproduce, publish, or otherwise use, and to authorize others throughout the world, to publish, translate, reproduce, and use for Government purposes.

PROPERTY MANAGEMENT STANDARDS (NPS-49.CH.20)

**12. RECORD KEEPING**

The Contractor shall allow access by the Alabama Historical Commission, the federal grantor agency (original source of funding), the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

2 CFR PART 200 - EVERYTHING

**13. RECORD RETENTION**

The Contractor shall retain all required records for three years after Contractor makes final payment and all pending matters are closed.

2 CFR PART 200 - EVERYTHING

**14. ENVIRONMENTAL COMPLIANCE**

The Contractor, and any subcontractors, assures compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h) ), Section 508 of the Clean Water Act (33 USC 1386), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

2 CFR PART 200 FOR CONTRACTS, SUBCONTRACTS, AND SUBGRANTS OF AMOUNTS IN EXCESS OF \$100,000.

**15. ENERGY EFFICIENCY**

The Contractor assures compliance with any mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

2 CFR PART 200 – EVERYTHING

The Alabama State Energy Code for Buildings presents certain standards relating to minimum thermal efficiency and lighting efficiency in new and renovated public buildings. Copies of this Code may be ordered from the Alabama Department of Economic and Community Affairs, 401 Adams Avenue, Montgomery, AL 36103-5690

#### 16. LEAD-BASED PAINT

Section 401 of the Lead-based Paint Poisoning Prevention Act as amended, (48 U.S.C. 4801 et seq.) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance. Grantees shall include provisions in all contracts and subgrant agreements for construction work prohibiting the use of lead-based paint. Such paint is defined in 24 CFR 35.63 as "any paint containing more than six one-hundredths of one percent lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied."

NPS GRANTS MANUAL CHAPTER 5

#### **BASIC REQUIREMENTS FOR HISTORIC PRESERVATION FUND GRANTS**

An acknowledgment of support must be made in connection with any publicity or dissemination of information such as announcements, notices to the public and news media, press releases, printed or audio-visual electronic material and websites. This acknowledgment shall be in the form of the following statement:

**"The activity that is the subject of this [type of publication] has been financed [in part/entirely] with Federal funds from the National Park Service, U.S. Department of the Interior.**

Relevant portions of the following statement are also required if applicable:

**The contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.**

The Contractor shall acknowledge National Park Service support, include the required disclaimer statement, and the required Nondiscrimination statement in all publications developed under this agreement including audio visual and workshop materials, when applicable as follows:

**"This program receives federal funds from the National Park Service administered through the Alabama Historical Commission. 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 he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Office of Equal Opportunity, U. S. Department of the Interior, National Park Service, 1849 C Street, NW, Washington, D.C. 20240**

And, if applicable, the following statement:

**"Contents and opinions do not necessarily reflect the views or policies of the U. S. Department of the Interior or the Alabama Historical Commission, nor does the mention of trade names or commercial products constitute endorsement or recommendation.**

17. The Contractor shall conform with the text of 18 U.S.C. 1913 and no contract will be processed which does not include the text of 18 U.S.C. 1913 as set forth in the following paragraph.

**"The Contractor shall be responsible to see that no part of this money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Department or agencies from communicating to Members of Congress on the request of any Member or to**

Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

NPS GRANTS MANUAL CHAPTER 5

18. The Contractor will comply with Title VI, Section 504, and Americans with Disabilities Act and will abide by and incorporate the following requirements in all contracts; if any, for services covered by this contract: "In the carrying out of the contract work, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, or handicap."

NPS GRANTS MANUAL CHAPTER 11

**19. CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed. The Contractor warrants that it now has or will secure, at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the Alabama Historical Commission.

No officer, member or employee of the Alabama Historical Commission, and no member of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall (a) participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is directly, or indirectly interested; or (b) have any interest, direct or indirect, in this agreement or the proceeds thereof.

No member of, or Delegate to, the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part thereof or to any benefit to arise therefrom.

NPS GRANTS MANUAL CHAPTER 3

**20. FEDERAL DEBARMENT, SUSPENSION**

The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this agreement.

2 CFR PART 200 - CONTRACTS OVER \$25,000, ALL GRANTS

**21. LOBBYING**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3)The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FORM DI-2010 NPS – CONTRACTS OVER \$100,000.

SIGNED:

\_\_\_\_\_  
Signature of the contractor/consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of the contractor/consultant

## Remember . . .

*During your project, an acknowledgment of support must be made in connection with any publicity or dissemination of information such as announcements, notices to the public and news media, press releases, printed or audio-visual electronic material and websites. This acknowledgment shall be in the form of the following statement:*

"The activity that is the subject of this [type of activity] has been financed [in part/entirely] with Federal funds from the National Park Service, U.S. Department of the Interior.

*If your project results in GRANT FUNDED PUBLICATIONS, the publications must acknowledge National Park Service support. This acknowledgment shall be in the form of the following statement:*

" The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

This program receives federal funds from the National Park Service administered through the Alabama Historical Commission. 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 he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Office of Equal Opportunity, U. S. Department of the Interior, National Park Service, 1849 C Street, NW, Washington, D.C. 20240

Five copies of all publications and videos funded by this grant must be submitted to

Tryon McLaney, Contract and Grants  
The Alabama Historical Commission  
468 South Perry Street  
Montgomery, Alabama 36130-0900  
Telephone (334) 230-2674

# Equal Employment Opportunity is THE LAW

## Employers

### Holding Federal

#### Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

#### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

#### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

#### **VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C., 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans. A recently separated veteran is any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

#### **RETALIATION**

Retaliation is prohibited against a person who files a charge of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 or call an OFCCP regional or district office listed in most telephone directories under U.S. Government, Department of Labor. For individuals with hearing impairment, OFCCP's TTY number is (202) 693-1337.

#### Private Employment,

#### State and Local Governments,

#### Educational Institutions,

#### Employment Agencies and

#### Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

#### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy and sexual harassment) or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

#### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), as amended, protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability.

The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations, unless such accommodations would impose an undue hardship on the employer.

#### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

#### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort and responsibility under similar working conditions, in the same establishment.

#### **RETALIATION**

Retaliation is prohibited against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes discrimination under these Federal laws.

If you believe that you have been discriminated against under any of the above laws, and to ensure that you meet strict procedural timelines to preserve the ability of EEOC to investigate your complaint and to protect your right to file a private lawsuit, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), Washington, DC 20507 or an EEOC field office by calling toll free (1-800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is 1-800 669-6820.

#### Programs or Activities Receiving

#### Federal Financial Assistance

#### **RACE, COLOR, SEX, NATIONAL ORIGIN**

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended,

Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

#### **INDIVIDUALS WITH DISABILITIES**

Section, 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

Publication OFCCP 1420

Revised August 2008

***HISTORIC  
PRESERVATION  
FUND GRANTEES  
MUST POST THIS  
NOTICE IN A  
CONSPICUOUS  
PLACE FOR THEIR  
EMPLOYEES.***

## ASSURANCES

### 1. FEDERAL ASSISTANCE

Federal funds are involved and compliance with all applicable Federal, State, and local laws, rules, and regulations is required.

2 CFR Part 200

### 2. CONSULTANT CONTRACTS

The consultant shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties. The consultant shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties. The consultant shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the grantee, except when that information has been made available to the general public or will be made available upon request, or when the SHPO gives written authorization for the use of nonpublic information on the basis that the use is in the public interest.

NPS GRANTS MANUAL 17-G, REQUIRING WRITTEN CONSULTANT AGREEMENTS

### 3. FORFEITURE

Any conflicts resulting from noncompliance with federal compliance guidelines, acts of illegal nature, or any additional resulting conflicts shall make this contract null and void.

2 CFR PART 200

### 4. TERMINATION

This Agreement may be terminated with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

2 CFR PART 200

### 5. EQUAL OPPORTUNITY ORDER

The Contractor assures compliance with Executive Order 11246, as amended: Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000D et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. § 6101 et

seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

## 2 CFR PART 200 ALL CONTRACTS

### **6. ANTIKICKBACK ACT**

The Contractor assures compliance with the Copeland "AntiKickback Act" (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3).

## 2 CFR PART 200 CONTRACTS AND SUBGRANTS FOR CONSTRUCTION OR REPAIR

### **7. DAVIS BACON ACT**

The Contractor assures compliance with the Davis-Bacon Act (40 USC 276a to a 7) as supplemented by Department of Labor regulations (29 CFR, Part 5).

## CONSTRUCTION OR REPAIR

### **8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACTS**

The Contractor assures compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Acts (40 USC 327 330) as supplemented by Department of Labor regulations (29 CFR, Part 5) commonly referred to as the "Standard Work Week Regulations and the Work Condition Regulations".

## CONSTRUCTION OR REPAIR

### **9. REPORTING REQUIREMENTS**

The Contractor shall incorporate the grantor agency's requirements and regulations pertaining to reporting [as follows - list if applicable]

## 2 CFR PART 200

### **10. PATENTS AND INVENTIONS**

Contractors which support experimental, development, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

The Alabama Historical Commission shall be notified of any discovery or invention which arises or is developed in the course of or under this contract. In each case, the Alabama Historical

Commission will seek determination from the National Park Service to determine how rights will be allocated and administered in order to protect the public interest consistent with federal government Patent Policy.

## HPF GRANT AGREEMENT

### **11. COPYRIGHT**

The Contractor shall incorporate the grantor agency's requirements and regulations pertaining to copyrights and rights in data.

#### Grantor Agency Requirements and Regulations:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of any application for copyright without the express written consent of the Alabama Historical Commission. No such copyright shall prevent the Alabama Historical Commission or the Federal Government and its officers, agents, and employees from acting within the scope of their official duties, to reproduce, publish, or otherwise use, and to authorize others throughout the world, to publish, translate, reproduce, and use for Government purposes.

#### 2 CFR PART 200 – ALL CONTRACTS

### **12. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS**

All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333 – 200.337 and the Historic Preservation Fund Grants Manual.

#### 2 CFR PART 200 – ALL CONTRACTS

### **13. ENVIRONMENTAL COMPLIANCE**

The Contractor, and any subcontractors, assures compliance with the National Environmental Policy Act (NEPA) and the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA (40 CFR 1500-1508). The national policy concerning the assessment of the environmental impact of Federal and federally funded actions is contained in National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347).

#### ENVIRONMENTAL IMPACT

### **14. LEAD BASED PAINT**

Section 401 of the Lead-based Paint Poisoning Prevention Act as amended, (48 U.S.C. 4801 et seq.) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance. Grantees shall include provisions in all contracts and subgrant agreements for construction work prohibiting the use of lead-based paint. Such paint is defined

in 24 CFR 35.63 as "any paint containing more than six one-hundredths of one percent lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied."

## CONSTRUCTION OR REPAIR

### **15. DELIVERABLE REPRORTS, PROJECTS, OR PUBLICATIONS**

The grantee must include acknowledgement of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, and a nondiscrimination statement in all publications and videos assisted with grant monies and/or concerning NPS grant-supported activities. At least two digital copies of any publications or video concerning NPS grant assisted activities, or published with NPS grant assistance, must be furnished to the NPS Grant Awarding Official within 30 calendar days of publication. All publications, audio, and video must contain the following disclaimer and acknowledgement of NPS support: "Partially funded by the Historic Preservation Fund, National Park Service, Department of the Interior. Any opinions, finding, and conclusions or recommendation expressed in this material do not necessarily reflect the views of the Department of the Interior." The National Park Service shall have a royalty-free right to republish any published material generated by the grant. Use of an allowable NPS logo with prior permission is permissible.

## ALL CONTRACTS

### **16. CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed. The Contractor warrants that it now has or will secure, at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the Alabama Historical Commission.

No officer, member or employee of the Alabama Historical Commission, and no member of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall (a) participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is directly, or indirectly interested; or (b) have any interest, direct or indirect, in this agreement or the proceeds thereof.

No member of, or Delegate to, the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part thereof or to any benefit to arise therefrom. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations,

consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the recipient's employees and/or the sub-grantee's employees in the matter.

## ALL CONTRACTS

### 17. FEDERAL DEBARMENT, SUSPENSION

The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this agreement.

## ALL CONTRACTS

### 18. LOBBYING

The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans is an unallowable cost. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996). The subgrantee and its contractors are subject to all rules and regulations as promulgated in §200.450

The Contractor shall conform with the text of § 18 U.S.C. 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 – No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Department or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the with the conduct of foreign policy, counter-intelligence, intelligence, or nation security activities. Violations of this section shall constitute violations of

section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

ALL CONTRACTS

**AGREEMENT BETWEEN THE CITY  
OF HUNTSVILLE AND SCHNEIDER  
HISTORIC PRESERVATION, LLC  
FOR A HISTORIC RESOURCE  
SURVEY OF THE MCTHORNMOOR  
ACRES NEIGHBORHOOD**

STATE OF ALABAMA    )  
                                  )  
COUNTY OF MADISON    )

This Agreement is made by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as “City” or “Client”) and Schneider Historic Preservation, LLC, an Alabama limited liability company (hereinafter referred to as “Schneider” or “Contractor”) for items and related services as described herein. This Agreement shall be effective on the date it is executed by the last party to execute it (“Effective Date”). The City and Schneider hereby agree as follows:

**STATEMENT OF BACKGROUND AND INTENT**

- A. The City sent out Request for Proposals Number 46-2016-6100-2 for a “McThornmor Acres Survey”, dated May 10, 2016. This Request for Proposals, together with all attachments and amendments, is referred to as the “RFP”, a copy of which is attached hereto as Exhibit “A” and is incorporated herein by reference.
  
- B. In response to the RFP, Schneider submitted to the City a proposal dated May 26, 2016. This proposal, together with all attachments, is referred to herein as the “Proposal”, and a copy of the same is attached hereto as Exhibit “B” and is incorporated herein by reference.
  
- C. The City and Schneider have negotiated and now desire to enter into an arrangement for Schneider to perform a historic resources survey of the McThornmor Acres Neighborhood in Huntsville, in accordance with the terms and conditions set forth herein.

**WITNESSETH**

**NOW THEREFORE**, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

**1.0 Scope of Work.**

Schneider will perform a survey of McThornmor Acres, a small mid-century modern neighborhood in Huntsville. The purpose of the survey is to fully ascertain the neighborhood’s eligibility to be placed on the National Register of Historic Places. Schneider will hold community meetings, conduct a survey and complete necessary

survey forms for all of the neighborhood's features and complete a summative report of its findings.

More particularly, the scope of work will be as set forth in City of Huntsville Request for Proposals # 46-2016-6100-2, dated May 10, 2016, and in the Proposal submitted by Schneider, dated May 26, 2016. In the event there is a conflict between the two documents, the terms of the City's Request for Proposals shall control.

**2.0 Contract Amount and Payment Schedule.**

The City will pay to Schneider a total amount of Fourteen Thousand Dollars (\$14,000.00) for the products and services provided by Schneider pursuant to this Agreement. The City shall pay the said amount in three installments based on milestones reached by Schneider. The payment schedule shall be as follows:

| <b><u>Milestone</u></b>   | <b><u>Amount</u></b> |
|---|----------------------|
| Contractor conducts a preliminary site assessment and prepares a consultation meeting with the Huntsville Historic Preservation Commission (HHPC) and the Alabama Historical Commission (AHC) and also hold a public meeting to educate and inform members of the McThornmor Acres neighborhood about the proposed survey process, timeline and requirements. | 25%                  |
| Contractor carries out a survey of the McThornmor Acres Neighborhood and presents its initial findings and a preliminary report to the HHPC and the AHC.  | 25%                  |
| Contractor completes a final survey report outlining the findings of the survey and denoting the eligibility of the neighborhood for the National Register of Historic Places (NHRP) and presents the said report to the HHPC and the AHC for final approval.   | 25%                  |
| Contractor holds a summative public meeting to present the final findings of the survey, holds a final consultation meeting with the AHC, and submits a final draft of the survey report, forms, maps and other supporting material to the AHC and the HHPC.  | 25%                  |

Upon reaching each milestone, Schneider shall provide an invoice to the City for the agreed amount. The City's Project Director shall determine whether the milestone has been met. Payment shall be due to Schneider within thirty (30) days of the receipt of the invoice.

### **3.0 General Terms and Conditions**

#### **3.1 Notices.**

All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

Schneider Historic Preservation, LLC  
Attn: David B. Schneider  
411 East 6<sup>th</sup> Street  
Anniston, AL 36207  
(256) 310-5631  
dbschneider@bellsouth.net

City Of Huntsville  
Attention: Jessica L. White  
P.O. Box 308  
Huntsville, Alabama 35804  
(256) 427-4779  
jessica.white@huntsvilleal.gov

#### **3.2 Project Staff.**

David B. Schneider shall be Schneider's designated Project Manager. Jessica L. White shall be the designated Project Manager for the City. The City must approve any changes in Schneider's project manager.

#### **3.3 Time Period.**

Schneider shall commence the work to be done pursuant to this Agreement on August 12, 2016 and shall complete said work no later than June 15, 2017.

#### **3.4 Work Outside Scope of Project.**

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

### **4.0 SUBCONTRACT.**

Schneider may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. Schneider shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. Schneider shall

be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Schneider of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

## **5.0 Confidential Information.**

Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information") and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (i) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law.

## **6.0 Termination**

### **6.1 Termination for Convenience**

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Schneider. Notice to terminate shall be given to Schneider by written notification mailed or hand delivered to the contact address for Schneider listed in Section 3.1 herein. In the event of such termination without cause, Schneider shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon Schneider providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, Schneider shall promptly submit the City its invoice for final payment.

### **6.2 Termination for Cause**

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

## **7.0 Nonexclusiveness of Remedies.**

Any right or remedy on behalf of the City or Schneider provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for

including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

**3. Automobile Liability:**

Business Automobile Liability providing coverage for all hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

**4. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Board of Industrial Relations.

**5. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**B. MINIMUM LIMITS OF INSURANCE:**

**1. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 1,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**2. Professional Liability:**

Insurance may be made on a "claims-made" basis subject to the terms of section 10.0(A)(2) herein:

\$ 1,000,000 per Claim

**3. Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

**4. Workers' Compensation:**

As Required by the State of Alabama Statute

**5. Employers Liability:**

\$ 100,000 Bodily Injury by Accident or Disease

\$ 500,000 Policy Limit by Disease

**C. OTHER INSURANCE PROVISIONS:**

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability Coverage's Only:**

- a. The City, its officers, employees, elected officials, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Schneider for products used by and completed operations of Schneider; or automobiles owned, leased, hired or borrowed by Schneider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents or specified volunteers. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.
- b. Schneider's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Schneider's insurance and shall not contribute to it.
- c. Schneider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages:**

- a. Schneider is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been

given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

**E. VERIFICATION OF COVERAGE:**

The City shall be indicated as a Certificate Holder and Schneider shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

Schneider shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

**G. HOLD HARMLESS AGREEMENT:**

**1. Other Than Professional Liability Exposures:**

Schneider, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the negligent performance of Schneider's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Schneider or any of their consultants, or anyone directly or indirectly

employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**2. Professional Liability:**

Schneider agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Schneider or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

**3. Intellectual Property Rights.**

Schneider agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Schneider pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Schneider, and granting Schneider the sole right to defend such claim. In the event of any infringement or claimed infringement, Schneider, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

**9.1 CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

Schneider shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

**10.0 FEDERAL GRANT MANAGEMENT GUIDELINES**

Performance and administration of this contract shall be in accordance with the "Federal Assurances, Federal Subrecipient Management Guidelines", "Forms" and "Assurances" promulgated by the Alabama Historical Commission, copies of which are attached hereto and incorporated herein by reference respectively as Exhibits "C", "D" and "E".

## **11. GENERAL PROVISIONS.**

### **11.1 Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Alabama.

### **11.2 Force Majeure.**

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

### **11.3 Headings.**

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

### **11.4. Agreement Deemed to Have Been Jointly Drafted.**

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

### **11.5 Waiver.**

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

### **11.6 All Amendments in Writing.**

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

### **11.7 Property of City.**

All work product prepared by Schneider shall become and be the sole property of the City.

### **11.8 Third Parties.**

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

### **11.9 Non Discrimination Policy.**

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

### **11.10 No Assignment**

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

### **11.11 Survivability.**

The terms of Section 9.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

### **11.12 Entire Agreement.**

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of Schneider's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

### **11.13 Order of Precedence of Contract Documents**

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Schneider is deemed to have

based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) Federal Subrecipient Management Guidelines promulgated by the Alabama Historical Commission; 3) Request for Proposals No. 46-2016-6100-2; and 4) Schneider's Response to Request for Proposals No. 46-2016-6100-2.

**IN WITNESS WHEREOF**, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor

Attest: \_\_\_\_\_  
Kenneth Benion  
Its: Clerk Treasurer

**SCHNEIDER HISTORIC PRESERVATION, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_