

CITY OF DECATUR, ALABAMA

REQUEST FOR PROPOSALS

TO: Qualified Consultants

FROM: The City of Decatur, Alabama

RE: Request for Proposals (RFP) for a reconnaissance survey of the Austinville neighborhood, Decatur, Alabama

DATE: Proposals to be Received On or before 3:00 p.m. CST on January 5, 2024

Section 1. Introduction.

The City of Decatur, Alabama has been awarded a grant from the Alabama Historical Commission and U.S. Department of Interior to survey approximately 388 buildings built through 1976 within the Austinville neighborhood. The goal of this project is to determine if the Austinville neighborhood has sufficient integrity for a National Register district. This will be the first survey conducted for this neighborhood.

Section 2. Project Background

Austinville was originally an independent city, founded in 1907. Named after Charles H. Austin, a local land owner, the municipality had its own post office, schools, and shopping areas. It grew during the early 20th century when a number of L & N Railroad workers built houses in the community. Although incorporated into the city of Decatur in the 1960s, Austinville has retained much of its own identity and is fiercely proud of its own elementary school (the former high school), middle school, and high school. The project boundaries have been overlaid on a circa 1950 map of Austinville to encompass as much of the original city as possible.

Section 3. Scope of Services

The City desires to select a consultant to provide professional services in the following areas:

- 1) Develop a survey with an architectural inventory of all of the buildings, historic landscape features and other historic elements in the Austinville neighborhood. Alabama Historic Commission survey forms must be completed for each building. https://ahc.alabama.gov/architecturalprogramsPDFs/2020-09-15_Building_Survey_Form_Fillable.pdf Also required are one or two sentences for each building outlining changes to building facades and when those likely occurred (based primarily on field observations).
- 2) Photographic documentation of the district to record the current appearance of each building. Three high resolution digital photo files per a building (one of the façade and one of each oblique, or details if obliques aren't possible) are expected.
- 3) An Excel chart listing each address in the survey area, the unique state survey number, the status (contributing or non-contributing for the building), the build date (based on county assessor records) and the building style.
- 4) The survey report should provide justification for both the recommended period of significance and any proposed district boundaries, if findings indicate a national register district is viable within the survey area.
- 5) An introduction presentation and a closing presentation to the Historic Preservation Commission and the general public.

SCOPE OF WORK

February 1, 2024 –April 30, 2024

Consultant will hold a public meeting with the city's Historic Preservation Commission to describe the survey process. All documents related to the neighborhood in the City's files will be made available to the consultant. Survey will be conducted during this period along with historical research relevant to the neighborhood. Survey work must use AHC Survey Guidelines and AHC Historical Building Survey Form. Ten survey forms for commercial structures will be submitted for review and commentary before the complete survey draft is compiled.

June 1, 2024

Consultant will submit draft survey forms and report to AHC and the City of Decatur. After draft review is complete the Consultant will make any required changes.

August 1, 2024 – August 31, 2024

The final survey, survey report, photographs, and excel chart should be completed and returned to city and state for final submittal. All survey sheets and the survey report must meet all the standards set forth in the state guidelines, in addition to having the extra material regarding changes over time.

September 10, 2024

Public meeting with the city's Historic Preservation Commission to present survey findings.

Section 4. Consultant Qualification and Proposal Requirements

The selected consultant must be experienced and qualified to provide the required scope of services listed in Section 3. To be eligible, the consultant will be required to be licensed and approved for work within the State of Alabama and local business license. The consultant should meet the Secretary of the Interior's Professional Qualifications and Standards for architectural history. The city would like to emphasize that a competitive candidate and/or firm needs to have a qualified architectural historian to perform this scope of services.

Consultants expressing interest in this project should be fully capable of providing the products requested. The City of Decatur ("City") will adhere to the following method for conducting evaluations of received RFPs:

- a. Each consultant's experience and qualifications will be evaluated primarily as they relate to the consultant's ability to provide professional services for surveying and listing historic places in the National Register of Historic Places.
- b. The City may or may not elect to interview any of the responding consultants.
- c. The City has exclusive and sole discretion to determine the consultant whose services will be most advantageous to the City, and reserves the right to reject any and all applicants.

- d. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Following the receipt of proposals, a specific consultant or consultants may be selected for additional consideration.

This will not be an “exclusive” contract and should not be construed as such. The City reserves the right, subject to negotiation and agreement, in writing, with the selected consultant, to either expand or limit the scope of services as needed.

The selected consultant will enter into a firm fixed-fee for the work paid in incremental steps.

Proposals are due on or before 3:00 p.m. CST on January 5, 2024. Proposals received after this deadline will not be accepted.

Proposals can be submitted electronically or in hard copy format. No preference will be given to format of submission.

Provide one (1) copy to:

Caroline Swope, Community Planning & Development

City of Decatur

P. O. Box 488

Decatur, AL 35602

(256) 476-7520

OR

Scan and e-mail a PDF copy of your proposal to cswope@decatur-al.gov If submitted via e-mail, you are responsible for assuring it was received prior to the deadline via a human-generated email or phone call.

The following information must also be submitted with the proposal on the date indicated above:

- a. Recently Completed Work. Evidence of satisfactory performance of recently completed relative work of the type and kind indicated herein. “Recently completed” means within the last five (5) years. Provide detailed examples of this

work, with specific examples of building descriptions, and at least three (3) relevant references.

- b. Experience and Qualifications. A statement of the consultant's qualifications, and specifically the dedicated project staff, to perform the work and years in business should be included. The statement should include the following:
 - (1) The general experience of the dedicated project staff, specifically as it relates to the general Scope of Services set forth in Section 3.
 - (2) The dedicated project staff's specific experience in the fields that the proposed services are requested, his qualifications, years of experience, professional certifications and availability to perform the work and services to be provided.
 - (3) A statement of experience and work of similar nature that the project staff has performed.
 - (4) A list of qualified persons in other disciplines required for the proposed services to be acquired from outside sources, if applicable.
- c. Method of your organization and communication.
 - (1) Discuss your proposed approach to completing the needed services and how you will coordinate those services. Be specific with regard to internal and external communications and quality control. The consultant will be expected to maintain open and continuous lines of communication with the City staff, as well as with various state officials.
 - (2) Discuss how well you have performed on past projects of this type.
- d. Please include a statement as to the consultant's proximity to and familiarity with the City of Decatur.
- e. Please include three professional references for similar projects completed by the dedicated project staff from within the last five years.
- f. Please include a statement as to potential general conflicts of interest that would prevent the City from entering into an agreement with you pursuant to this RFP. If none exists, such a statement should be made.

The City reserves the right to reject any proposal and to interview a consultant or multiple consultants as it sees fit. There is no guarantee that a contract award will be made pursuant to this RFP. This RFP may be modified or amended at any time and for any reason in the discretion of the City. Should interviews be required, the selected consultant or consultants will be notified of their interview time, and the interview may be conducted at the Decatur City Hall or over the phone, as determined by the City.

Any questions by the consultant related to this RFP should be submitted in writing.

Section 5. Contracting Requirements

The selected consultant must meet all contracting requirements for the execution of contracts with a public entity in the State of Alabama utilizing funds from local, state, and federal governmental sources. These include, but may not be limited, to the following:

- a. Debarment/Suspension: Consultant may not be debarred or suspended from conducting business with local, state or federal government. Individual and/or firm debarment and suspension status will be verified prior to contract.
- b. Beason-Hammon Contracting Clause and Certification: Executed contracts must contain the following language: "By signing this contract, grant, or other 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." Consultant will be required to complete and submit a Beason-Hammon Certificate of Compliance prior to selection.
- c. Termination for Cause/Convenience: the following language shall be part of any contract:
 - a. In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the

Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

- b. The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

d. Federal regulations:

Grant awards from AHC are made with federal funds received from the Department of the Interior. Because the grant dollars are federal in origin, grant recipients and contractors must comply with applicable federal regulations regarding the use and administration of federal funds.

- Code of Federal Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>:)

a) Administrative Requirements:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

b) Determination of Allowable Costs:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

c) Audit Requirements:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

d) Code of Federal Regulations/Regulatory Requirements:

2 CFR Part 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";

2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Governmentwide Debarment and Suspension (NonProcurement)";

43 CFR 18, "New Restrictions on Lobbying";

2 CFR Part 175, "Trafficking Victims Protection Act of 2000";

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence

Certain Federal Transactions;
2 *CFR Part 25*, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
2 *CFR Part 170*, "Reporting Subawards and Executive Compensation".

- Grantees and contractors must comply with all applicable federal laws including but not limited to Section 106 of the Historic Preservation Act, Secretary of Interior Standards, the Native American Graves Protection and Repatriation Act, the National Environmental Policy Act, Title IV of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and the Americans with Disabilities Act. More information can be found at <http://www.achp.gov/106summary.html>, <http://www.nps.gov/nagpra/>, http://www.cr.nps.gov/local-law/fhpl_ntlenvirnpolcy.pdf, and <http://www.ada.gov/>
- Grantees and contractors must allow inspection of program records and project by AHC, City of Decatur, and authorized federal agencies during the project and for up to three years following project completion.

FEDERAL SUBGRANT AGREEMENT
UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Program Title: Historic Preservation Fund Grants-in-aid
CFDA Number 15.904

Alabama Historical Commission
{Code of Alabama 1975 Section 41-9-249. (3) & (12)}

This grant agreement is entered into by and between

City of Decatur

(herein called the Grantee) and the Alabama Historical Commission. The Grantee has provided information for this grant agreement in its project application titled

Austinville Survey

According to the terms and conditions set forth herein, the Alabama Historical Commission expects to pay to the Grantee the total amount not to exceed

\$21,000.00

from the grantor - United States Department of the Interior.

NOW THEREFORE the parties hereto do mutually agree as follows:

I. AMOUNT OF AGREEMENT. The Alabama Historical Commission agrees to provide \$21,000.00 to match the Grantee contributions of \$14,000.00 of the total project costs of \$35,000.00. If project cost is reduced, then grant monies and matching share may both be proportionally reduced.

Cost for the project will be financed, when eligible for federal participation, not to exceed a maximum sum of \$21,000.00 in federal funds. Payment to Grantee shall not exceed \$21,000.00.

It is expressly understood that federal funds for this project will be provided from the federal Historic Preservation Fund of the Department of Interior, National Park Service, and that the Alabama Historical Commission will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the Grantee prior to accomplishment of the work for which reimbursement is requested.

2. AUDIT REQUIREMENTS. All funds reimbursed under this agreement are U. S. Department of Interior funds and shall be accounted for by the Grantee and reported in its 2 CFR Part 200 Audit Report as follows:

Federal Grantor: U. S. Department of Interior

Program Title: Historic Preservation Grants-in-aid

Federal CFDA Number: 15.904

Pass-through Grantor: Alabama Historical Commission

Federal Pass-through Grant Number: AL-23-10025

Project Funding Period: 10/01/22 - 9/30/24

Total Grant Award: \$21,000.00

The Grantee shall comply with the **2 CFR Part 200 Subpart F, Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507)**. If a Federal Compliance Audit in accordance with 2 CFR Part 200, revised or applicable supplement, is performed for the Grantee, a copy of the audit report shall be provided to the Alabama Historical Commission by the Grantee, thirty days after its issuance, for the period which contains this grant agreement.

Delivery of the audit report shall be made directly to:

Chad Stinson, Grants Manager
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
Chad.Stinson@ahc.alabama.gov
(334) 230-2680

If requested by The Alabama Historical Commission, the Grantee shall provide the following for each fiscal year which contains this grant: amount of federal funds received from all sources; schedule of federal programs administered; and, if material exceptions are noted in the Grantee's audit, a copy of the responses and corrective actions taken. In the case of a delay in completing the 2 CFR Part 200 single audit for each fiscal year, the Grantee shall provide a justification for not completing the audit in a timely manner.

3. COST AND ACCOUNTING STANDARDS. The financial activities of the Grantee will be consistent with the cost principles identified in **2 CFR 200 Subpart E**, which includes all financial transactions and financial records involving federal grant funds.

The Grantee shall comply with the **Historic Preservation Fund Grants Manual**, as revised, and as applicable, subject to the restrictions of this grant agreement. The manual can be found at:
http://www.nps.gov/preservation-grants/manual/HPF_Manual.pdf

Frequently cited chapters are included in the **Federal Subrecipient Management Guidelines**. The Grantee shall comply with the **Federal Subrecipient Management Guidelines**, as revised, 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. The Grantee shall comply with applicable federal, state, and local government wide regulations governing the use of these funds.

4. ACCESS TO RECORDS. The Director of the Alabama Historical Commission, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Grantee for the purpose of making audits, financial reviews, examinations, excerpts and transcripts.

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

Financial records, supporting documents, statistical records, and all other records pertinent to a grant must be retained by the Grantee for a period of 3 years or until an acceptable audit has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigations, claims, or audit findings involving the records have been resolved. Records for nonexpendable property acquired with Federal funds must be retained for 3 years after the final disposition of the property.

6. NOT TO CONSTITUTE A DEBT TO THE STATE. 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 II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Grant Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Grant Agreement, be enacted, then that conflicting provision in the Grant Agreement shall be deemed null and void. The Grantee sole remedy for the settlement of any and all disputes arising under the terms of the Grant Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

7. CONFLICT OF INTEREST. The Grantee, by their signature, certifies that to the best of their knowledge and belief no conflicts of interest(s) existed or now exist which have, may have, or have had an effect on the grant award. Conflict is defined in 2 CFR Part 200 Subpart B.

8. LOBBYING. The Grantee shall conform to 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."

9. PUBLIC INFORMATION AND ENDORSEMENTS. The Grantee and/or consultant 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 or Alabama Historical Commission 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 Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of Interior." All consultants hired by the Grantee must be informed of this requirement. The National Park Service shall have a royalty-free right to republish any published material generated by this grant. Use of an allowable NPS logo with prior permission is permissible.

10. POLITICAL ACTIVITY. The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328 et seq.) regarding political activity by public employees or those paid in whole or in part with federal funds. None of the funds, materials, property, or services contributed by the Grantee or the Alabama Historical Commission under this Grant Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

11. DISCRIMINATION. The Grantee 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."

12. DISPUTE RESOLUTION. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

13. DURATION OF AGREEMENT. This agreement is effective on the date that it is fully executed and will end on September 15, 2024. All expenditures of Grant and Matching Share must be incurred within the time period of this grant agreement. Obligations outstanding as of the official grant agreement termination date should be liquidated within 15 days thereafter.

14. GRANT MANAGEMENT. The Alabama Historical Commission contact person for standards of work such as compliance with the Secretary of Interior's Standards and acceptable workmanship under this grant agreement is:

Paige Thomas
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
(334) 230-2643
Paige.Thomas@ahc.alabama.gov

The Alabama Historical Commission contact person for contract, financial and accounting compliance under this grant agreement is:

Chad Stinson, Grants Manager
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130
Courier delivery zip code 36104

(334)230-2680
Chad.Stinson@ahc.alabama.gov

The grantee contact person for plan and execution of work under this grant agreement is:

Caroline Swope
402 Lee Street
Decatur, AL 35601
256-476-7520
cswope@decatur-al.gov

The project director for work under this grant agreement is:

Caroline Swope
402 Lee Street
Decatur, AL 35601
256-476-7520
cswope@decatur-al.gov

The grantee contact person for financial management and documentation under this grant agreement is:

Caroline Swope
402 Lee Street
Decatur, AL 35601
256-476-7520
cswope@decatur-al.gov

15. PERFORMANCE OF THE WORK. Project work is scheduled to begin immediately and to be completed prior to 09/15/2024. Prior approval of work planned and accomplished, progress reports, delivery of products must be on schedule when receiving reimbursement of grant funds.

16. ADMINISTRATION OF THE GRANT. The federal fiscal year is from October 1st to September 30th. All costs incurred under this agreement must be reported for each federal fiscal year no later than October 1st of the succeeding fiscal year. Costs not reported in a timely manner are subject to disallowance and may not be reimbursed to Grantee.

The Grantee will not solicit competitive sealed bids until each request for price quotes; bid package (plans, specifications, estimates, invitation for sealed bids, etc.) is approved by the Alabama Historical Commission contact person for contract, financial and accounting compliance. Two or more responsible suppliers must be willing and able to compete effectively for the grantee's business.

The Grantee will not solicit proposals for professional services until each request for proposals (RFP) is approved by the Alabama Historical Commission contact person for contract, financial and accounting compliance. Proposals are to be requested from a number of sources and may only be used if conditions are not appropriate for the use of competitive sealed bids. Two or more responsible professionals should be willing and able to compete effectively for the grantee's business.

The grantee shall have its contractual agreements reviewed by the Alabama Historical Commission for compliance with this grant agreement. The Grantee will not award the contract or work until it has received approval from the Alabama Historical Commission contact person for contract, financial and accounting compliance.

The Grantee's in-state and out-of-state travel reimbursements are limited to the rates and amounts prescribed in the State of Alabama's Comptroller Manual. The State Comptroller Manual can be viewed in its entirety at the following website: <http://comptroller.alabama.gov/Docs/FPPM%2010-2011.pdf>

17. SCOPE OF WORK/WORK TO BE PERFORMED. Hire consultant to investigate, research and compile survey report for Austinville neighborhood.

The Grantee shall carry out this agreement in the manner and to the full extent as set forth in the Grantee's Application to the Alabama Historical Commission, or as subsequently modified in this grant agreement

The Grantee shall, in a satisfactory manner as determined by the Alabama Historical Commission, perform activities of the National Historic Preservation Act of 1966, as amended, in accordance with regulations promulgated by the National Park Service.

The Grantee agrees that all work done under this agreement shall satisfy general requirements of the Alabama Historical Commission and the U. S. Department of the Interior. All project work will be carried out in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Work will be performed in accordance with the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation and Registration."

18. INTERIM PERFORMANCE SCHEDULE, PROGRESS REPORTS, FINAL PRODUCTS AND REPORT. Monitoring and verification of work completed by Responsible Alabama Historical Commission staff member named above is necessary before payment of grant share of expenses can be made. During the project, Grantee shall submit the following for approval and/or verification to the Alabama Historical Commission by the dates indicated below. Failure by the Grantee to meet this Performance Schedule is reasonable cause for termination of this grant agreement by the Alabama Historical Commission. Amount of Grant Share Requested for Payment should not exceed the Payment Amount indicated below.

TIME PRODUCT ESTIMATED PAYMENT SCHEDULE

Performance Progress Reports and Estimated Payment for each Completed Step	Estimated Payment
12/1/2023-3/1/2024 Send RFP to create an HSR, enter contract start archival research. Conduct site visits, city consults with firm and shares data, evaluations	\$15,750.00
5/1/2024-5/31/2024 Draft HSR submitted	\$3150.00
6/1/2024-8/31/2024 Final draft submitted	\$2100.00
TOTAL GRANT SHARE PAYMENT	\$21,000.00

Acceptance of work -- The Grantee's professional consultant shall not invoice for his or her work for step 1 above until the Alabama Historical Commission contact person for standards of work accepts the product of the consultant. This is done so that an invoice can be reimbursed for the same fiscal year that reimbursement is approved by the Alabama Historical Commission.

Survey and Registration Project Budgets:

36 CFR 60.6. "The list of owners shall be obtained from either official land recordation records or tax records . . . within 90 days prior to the notification of intent to nominate . . . The State is responsible for notifying only those owners whose names appear on the list consulted. Where there is more than one owner on the list, each separate owner shall be notified."

A statement must be provided to document who obtained property owner addresses to meet National Register property owner notification requirements, date information was obtained and where information was obtained.

In addition, the city will provide a public notice in a newspaper with a wide circulation in the local area to notify local property owners of the pending nomination and again when the listing is made final by the National Park Service. The city will post a notice on their city website on the pending nomination and again when the listing is made final by the National Park Service.

In the case where the schedule of work is not met by the Grantee and/or the Alabama Historical Commission is not able to accept the work of the consultant according to this grant agreement, payment to the Grantee will be forfeited.

WHEN TO SEND GRANTEE COST REPORT

The Grantee Cost Report must be submitted according to the schedule below for each expense period by the due dates specified.

GRANTEE COST REPORT	
EXPENSE PERIOD	DUE FROM GRANTEE
October 1, 2023 – December 31, 2023	January 15, 2023
January 1, 2024– March 31, 2024	April 15, 2023
April 1, 2024 – June 30, 2024	July 15, 2024
July 1, 2024 – September 15, 2024	October 1, 2024

All costs incurred between October 1, 2022 and September 15, 2024 - not reported by October 1, 2024, are subject to disallowance and may not be reimbursed to Grantee.

19. NATIONAL ENVIRONMENTAL POLICY ACT. All National Park Service Historic Preservation Fund grant actions are subject to the provisions of 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).

20. GENERAL PROVISIONS. The Grantee will comply with the following Federal regulations:

- a) 2 CFR 182 & 1401, Government-wide Requirements for a Drug-Free Workplace;
- b) 2 CFR 180 & 1400, Non-procurement Debarment and Suspension, previously located at 43 CFR Part 42, Government wide Debarment and Suspension;
- c) 43 CFR 18, New Restrictions on Lobbying;
- d) 2 CFR 175, Trafficking Victims Protection Act of 2000;

21. PATENTS AND INVENTIONS. Recipients of agreements which support experimental,

developmental, 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.

22. TERMINATION OF AGREEMENT. If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this agreement, or violates any of the covenants, agreements, or stipulations of this agreement, the Alabama Historical Commission shall thereupon have the right to terminate or suspend this agreement by giving written notice to the Grantee of such termination or suspension and specifying the effective date thereof, at least fifteen days before such effective date.

IN WITNESS WHEREOF, the parties to this agreement have caused same to be executed

CITY OF DECATUR
CHIEF ADMINISTRATIVE OFFICER

ALABAMA HISTORICAL COMMISSION

Signature

Date

Lisa D. Jones
Executive Director

Date

CHIEF FISCAL OFFICER

As chief fiscal officer, I understand that this federal subgrant agreement is a federal pass-through grant and that it must be included in the City of Decatur Single Audit as required by Office of Management and Budget (OMB) 2 CFR Part 200 Subpart F, as applicable.

Signature

Date