

CONTRACT NO. 16-20-SHPO

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

**WITH
BB&E, INC.**

THIS AGREEMENT is made and entered into as of the **22th day of June, 2016**, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic, located at 735 E. Michigan Avenue, Lansing, Michigan 48912 ("**Authority**" or "**MSHDA**") and **BB&E, Inc. ("Contractor")** for the purpose of completing a National Register of Historic Places ("NRHP") nomination for the central part of Charlotte, Michigan, including the city's downtown. (**The Authority and the Contractor are collectively referred to as the "Parties"**).

WITNESSETH THAT:

The Authority and the Contractor do mutually agree as follows:

1. **Services Rendered/Scope of Work.** The Contractor shall, in a satisfactory and proper manner as determined by the Authority, render the services described in Exhibit A, which is attached and made a part of this Agreement.

2. **Term.** TIME IS OF THE ESSENCE to this Agreement in connection with the delivery of the products or services or both ("Products and Services") described in the Scope of Work attached and incorporated into this Agreement as Exhibit A. The performance of Products and Services shall begin on or after the execution of this Agreement by the Authority and shall be completed no later than **May 30, 2018**.

3. **Contract.** Price and Payment.

- a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed Sixty-Five Thousand Dollars (**\$65,000**).
- b. Out-of-pocket expenses are to be reimbursed at the **regular per diem rate and Authority policy in effect when Products and Services are rendered**.
- c. Payment will be made upon presentation of invoices submitted periodically for work performed. Invoices should be submitted to Libby Carpenter, the Authority's Contract Administrator and must include the following:
 - i. The Authority's contract number as shown above.
 - ii. Specific service performed and development name and number, if applicable.
 - iii. Amount paid to date on this Agreement itemized by monthly expenditures and total expenditures to date.
 - iv. Number and amount of this invoice.
 - v. Division for whom services were performed.
 - vi. Name of point of contact for services that were performed.
 - vii. Contractor staff member(s) and their hourly rate(s) who performed the services being invoiced.

- viii. Copies of signed receipts indicating that deliverable assets produced during the billing period, including but not limited to electronic, printed and other produced materials have been delivered to the Authority during the billing period.

Final payment shall be made upon the satisfactory completion and submission of all required work and documents.

- d. **WORK PERFORMED OR PROVIDED PRIOR TO THE TERMS OF THIS AGREEMENT SHALL NOT BE ELIGIBLE FOR PAYMENT.**
- e. **EXPENDITURES THAT THE AUTHORITY CONSIDERS TO BE OVERHEAD COSTS (i.e., FIXED AND ORDINARY OPERATING COSTS) SHALL NOT BE ELIGIBLE FOR PAYMENT.**

4. **Permits and Licenses.** The Contractor shall be responsible for obtaining any and all permits, licenses, and other proper authorization or permission-related documents required for the performance of this Agreement.

5. **Insurance.** The Contractor shall maintain professional liability insurance sufficient in the amount to provide coverage for any errors or omissions arising out of the performance of this Agreement. If, during the term of this Agreement, changed conditions should, in the judgment of the Authority, render inadequate the Contractor's current insurance limits, the Contractor will furnish to the Authority proof of additional insurance as may be required. All insurance required under this Agreement shall be acquired at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility. The Authority reserves the right to reject as unacceptable any insurer.

6. **Record Keeping.** The Contractor and the Authority shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. These records will be made available for audit purposes to the Authority and the Auditor General of the State of Michigan, or any authorized representative, and will be retained for three years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the State of Michigan.

7. **Reports.** The Contractor shall promptly submit to the Authority's Contract Administrator/designated project representative (see Section 11) any reports prescribed in Exhibit A attached and incorporated into this Agreement. Such reports shall include but not be limited to: progress reports, a report of all receipts, expenditures, project activities and accomplishments, including a comparison of the final budget to the approved Project Budget, Exhibit B, attached and incorporated into this Agreement, and supporting documentation for claimed reimbursements. The Authority shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Contractor and subcontractor. Before the occurrence of the project completion date prescribed in Section 2 of this Agreement, the Contractor shall submit to the Authority both a project completion report and a proper final claim for expenditure reimbursement, which shall be supported by documentation of the expenditures claimed.

8. **Nondiscrimination.** In accordance with Acts No. 220 and 453 of the Public Acts of 1976, as amended, the Contractor hereby agrees in connection with the performance of Products and Services under this Agreement not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, privileges of employment, or a matter directly or indirectly related to employment because of race,

color, religion, national origin, age, sex, height, weight, marital status, familial status, or disability. Breach of this covenant may be regarded as a material breach of this Agreement.

9. **Failure to Perform.** In the event the Contractor fails to perform Products and Services required under this Agreement or performs Products and Services in an improper manner, the Parties agree that the damage that the Authority will sustain as a result thereof will be substantial and difficult, if not impossible, to ascertain. Therefore, the Parties agree that in the event the Contractor either fails to completely perform Products and Services or performs Products and Services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amounts previously paid to the Contractor after the Contractor's non-performance or improper performance. For the purposes of the foregoing, the Parties agree that the Authority shall have sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken. The damages for the Contractor's inadequate or improper performance, as provided in this Agreement, shall not be exclusive but shall be in addition to any other damages which the Authority may be entitled to for the Contractor's default under this Agreement.

10. **Assigned Personnel.** The Contractor warrants that the personnel it will assign to perform the Products and Services under this Agreement shall possess the requisite education, competence and experience. The Contractor further acknowledges and agrees that such personnel may be subject to the evaluation and approval of the Authority, who shall retain the right to determine the sufficiency of the education, competence and experience of the

personnel assigned to perform the Products and Services identified in Exhibit A attached and incorporated into this Agreement.

11. **Project Representatives.** The Contractor designates the following individual as project representative for all matters concerning this Agreement:

██████████ ██████████
BB&E, Inc.
235 East Main Street, Suite 107
Northville, MI 48167
██

The Authority designates the following individual as **Contract Administrator**/project representative to be the initial point of contact for all matters concerning this Agreement:

Libby Carpenter
MSHDA Procurement
735 E. Michigan Avenue
Lansing, MI 48912
Phone: (517) 335-4154 Fax: (517) 335-0125
carpenterL3@michigan.gov

The Contractor shall contact only the designated Contract Administrator with any Authority-related questions, work requests, etc., as described in this Agreement, as well as any Authority-related questions, work requests, etc., falling outside the scope of this Agreement.

Except for changes to the performance schedule (not including the project's completion date), the designated project representatives shall have no authority to make promises or binding obligations on behalf of the Authority, as such authority rests with the duly authorized persons executing this Agreement.

12. **Employees of Contractor or Key Persons.**

- a. Definition of Key Person. “**Key Persons**” shall be defined in this Agreement as individuals performing the Products and Services pursuant to this Agreement. Key Persons include the names of all employees, agents and independent contractors of the Contractor who perform or render Products and Services pursuant to this Agreement.
- b. Performance of Products and Services. The Contractor acknowledges that only Key Persons shall perform the Products and Services under this Agreement. **If the Contractor (or Subcontractor) wishes to add an agent, employee, or independent contractor as a Key Person during the term of this Agreement, the Contractor shall complete and submit to the Authority an additional or revised Certificate for that employee, agent, or independent contractor. (See Section 12a of this Agreement.)**
- c. 2007 PA 95, MCL 38.68c. The Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c, as amended, requires retirees of the State Employees Retirement System (i.e., former state employees who have pensions with the State of Michigan) (“Pensioned Retirees”) who become employed by the State, either directly or indirectly through a contractual arrangement with another party, on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment. Effective October 2, 2010, “employed by the state” includes engagements of pensioned retirees as independent contractors.

Pensioned retirees who provide or render Products and Services under this Agreement as key persons must forfeit their pensions during the term of this Agreement if the pensioned retiree (a) is employed by the State, (b) is employed by the Contractor, (c) is a holder of an ownership interest in the Contractor, (d) is a subcontractor of the Contractor, or (e) is an employee of a subcontractor.

The Contractor acknowledges and agrees to secure the Authority's prior written consent before retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement. Retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement without the Authority's prior written consent shall be (a) a material breach of this Agreement and (b) grounds for the Authority to terminate this Agreement and provide notice to the Office of Retirement Services that the retiree has received pension payments and payments directly or indirectly through this Agreement.

If the Contractor employs or retains a pensioned retiree as a key person or subcontracts with a pensioned retiree, the Contractor must submit a copy of the pensioned retiree's directions to the Office of Retirement Services ("ORS"), to withhold the retiree's pension payments during the term of this Agreement.

The Contractor and the pensioned retirees it employs acknowledge and agree that neither the State, nor the Authority, nor its employees, directors, agents nor board shall be liable to the Contractor or pensioned retiree for the forfeiture of the retiree's pension payments during or after the term of this Agreement. The Contractor and pensioned retiree acknowledge that the Authority has no responsibility to confirm whether the ORS has or will forfeit the retiree's pension.

13. **Conflicts of Interest.** The Contractor acknowledges that its employees, members, shareholders, agents, or independent contractors, or subcontractors and their employees, members, shareholders and agents, prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Prior to the execution of this Agreement, the Contractor acknowledges and confirms that it has delivered to the Authority a written list of all interests of the Contractor, or its officers and employees, which may create conflicts between the interests of those entities or parties and the interests of the Authority. Should a constructive or actual conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Director of Legal Affairs immediately and describe in detail the conflict of interest.

14. **Prohibited Methods and Procedures.** The Contractor and its agents, subcontractors, employees, and representatives, in the course of the performance of Products and Services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or

commission. The Contractor shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

If Federal funds are used to pay the Contractor under this Agreement, 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, 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 of its departments 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. 18 U.S.C. § 1913 (2002).

15. **Participation in Other Authority Programs.** With the exception of providing Products and Services to the Authority as described in Exhibit A of this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders, members or subcontractors will participate in Authority housing programs or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing approval from the Authority's Director of Legal Affairs.

16. **Indemnity and Non-Limitation. Mich. Const. art. IX, § 18.** The Contractor agrees to defend, indemnify and hold harmless the Authority from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from damage or injury caused by or resulting from any action or inaction of the Contractor, its agents or employees, or sustained in connection with the violation of any law, statute, ordinance or regulation by the Contractor, its agents or employees, or sustained in connection with the performance of this Agreement by the Contractor, its agents or employees, or sustained as a result of any breach of this Agreement by Contractor.

In any and all claims against the Authority or any of its officers, agents, or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Contractor or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

17. **Nonassignability and Delegation.**
- a. The Contractor shall not assign or otherwise transfer any interest in this Agreement or in the project in any manner not provided for in this Agreement.
 - b. The Contractor shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Authority's Contract Administrator and Director of Legal Affairs has given written consent to the

delegation. When submitting the request to subcontract, the Contractor shall include the following information about the subcontractor:

- i. **Name of Subcontracting Firm;**
- ii. **Work that will be subcontracted;**
- iii. **Names of individuals who will perform the subcontracted work;**
- iv. **Subcontractors project representative and/or Key Person (See Section 12); and**
- v. **List any and all Authority programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.**

c. In the event the Contractor retains a subcontractor in accordance with Section 17b above, the Contractor shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Contractor shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Authority or otherwise deemed necessary in the opinion of the Contractor for enforcing compliance under such subcontracts.

d. **Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Authority's Contract Administrator or Director of Legal Affairs shall be a material breach of this Agreement.** In the event a subcontractor is approved by the Authority's Contract Administrator and Director of Legal Affairs, the Key Persons for the subcontractor shall be subject to the requirements set forth in Section 12 (Employees of Contractor or Key Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Key Person of the subcontractor or an independent contractor retained by the Contractor.

e. **Subcontracting work to be performed under this Agreement without the prior written consent of the Authority's Contract Administrator and Director of Legal Affairs shall be a material breach of this Agreement.**

18. **Suspension and Debarment.** Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Contractor, in performing this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name has been listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employees who have been found in contempt of court by a federal court of appeals, on not less than three occasions involving different violations during the preceding seven years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C § 158.

The Authority may void this Agreement if the name of the Contractor or the name of a subcontractor, manufacturer, or supplier used by the Contractor in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency.

The suspension of the Contractor by the State of Michigan, an agency of the State or a department of the Federal Government, shall be at the option of the Authority, a material breach and grounds for the immediate termination of this Agreement.

19. **Independence of Contractors.** The Authority shall retain the Contractor as an independent contractor, and the Contractor hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the Authority and the Contractor or any of its employees or agents. **The Contractor, its employees and subcontractors, shall be deemed at all time and for all purposes to be independent contractors.** The Contractor acknowledges and agrees that all payments by the Authority to the Contractor shall be made without deduction for federal, state or local income taxes, social security taxes and similar items, and that the Contractor shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities and to pay such taxes (including, without limitation, being solely responsible to make periodic estimated payments of such taxes in accordance with applicable law). The Contractor further acknowledges and agrees that all payments under this Agreement to the Contractor by the Authority shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent or replacement forms). Finally, the Authority acknowledges that the manner and means of producing the Products and Services described in Exhibit A are under the control and at the discretion of the Contractor.

20. **Ownership of Documents, Reports and Other Products.** All documents, reports and any other products developed and/or delivered to the Authority under this Agreement shall become and be the property of the Authority.
21. **Disclosure of Information.** Other than as contemplated by this Agreement, the Contractor, its agents, and subcontractors, without the prior consent of the Authority shall not:
- a. disclose information or documents created or maintained in connection with this Agreement to anyone;
 - b. use information or documents created or maintained in connection with this Agreement to further any private interest.

Use or disclosure of documents or information without the prior written consent of an authorized officer of the Authority shall be a material breach of this Agreement.

22. **Modifications.** The Authority or the Contractor may request modification of the scope of work, products, budget, or project performance schedule to be performed by the Contractor. Modifications shall comport with the intent and purpose of this Agreement and shall be consistent with applicable state and federal regulations, limitations, guidelines, policies, and interpretations prescribed by the Authority pursuant to law. All requests for modification shall be submitted in written form by the duly authorized representative, as specified in Section 11, of the party requesting modification prior to modification implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, employee of the Authority or Contractor, either before or after execution of this Agreement, shall modify any of the terms of this Agreement, unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement or an amendment to this Agreement executed by both parties.

23. **Termination of Agreement.** Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.

- a. Termination for cause. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the terms and conditions of this Agreement. The Authority will promptly notify the Contractor in writing of the termination and the reasons for the termination, together with the effective date. Payments made to the Contractor or recoveries by the Authority under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for convenience. The Authority or the Contractor may terminate this Agreement in whole or in part when the Parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The Parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. An amendment of the terms of this Agreement is required for all terminations for convenience.

c. Termination by Contractor. At any time prior to the first payment on the Agreement, the Contractor may, with written notification to the Authority, unilaterally cancel this Agreement. Once initiated, no Product or Services financed with Authority assistance shall be terminated by the Contractor prior to satisfactory completion without approval of the Authority. After the first payment, the Product or Services may be terminated, modified, or amended by the Contractor only by mutual agreement of the Parties. Termination requests prior to completion of the Product or Services must fully explain the reasons for the action and detail the proposed disposition of the uncompleted Product or Services.

d. Termination of Agreement for Unavailability of Authority or Federal Funds.

It is the intent and understanding of the Parties that this Agreement is contingent upon the availability of Authority or Federal funds or the receipt by the Authority of Federal funds. If Authority funds or Federal funds approved or obligated by the Authority in connection with this Agreement are at any time rendered unavailable, the Authority shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Contractor. Should this Agreement be terminated by reason of the unavailability of Authority or Federal funds for the purposes of this Agreement, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of the termination shall be delivered in a format specified by the Authority.

In the event of termination under this section for lack of Authority or Federal funds, the Contractor shall be entitled to receive payment for Products and Services incurred under this Agreement prior to the effective date of termination.

- e. Commitments. If this Agreement is terminated, the Contractor will not incur new obligations for the terminated portion after the effective termination date. The Contractor will at its own expense cancel any outstanding obligations. Costs incurred after the effective date of the termination will be disallowed. In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of termination shall become the property of the Authority. The Contractor will provide all finished and unfinished material as previously described within 30 days of terminating. However, the Contractor will be entitled to retain copies. The Contractor, in the event of termination under this provision, is entitled to receive reimbursement for Products and Services satisfactorily performed under this Agreement prior to the effective date of such termination. Notwithstanding the foregoing, the Contractor shall not be relieved of its liability to the Authority for the damages sustained by the Authority as the result of any breach of this Agreement until the Authority so releases the Contractor and has determined for the purpose of set-off the exact amount of damages due the Authority.

24. **Severability of Provisions.** It is declared to be the intent of the parties that if any provision of this Agreement executed by both parties or its application to any persons or circumstances is adjudged by any court of competent jurisdiction to be invalid, the court's

judgment shall not affect or invalidate the remainder of this Agreement nor its application to other persons or circumstances, unless so provided by the court or unless the severance of the invalid provision alters the basic intent or purpose of this Agreement, would cause an increase of the Authority's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy.

25. **Michigan Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives. All records pertinent to this Agreement are subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Contractor shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

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IN WITNESS WHEREOF the Authority and the Contractor have executed this Agreement as of the date first above written.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Date: _____

By: _____
**Kevin Elsenheimer, Executive Director OR
Brian Mills, Chief Operating Officer**

BB&E, INC.

Date: _____

By: _____
William E. Rutter, Principal

EXHIBIT A
SCOPE OF WORK

See appended document titled

SCOPE OF WORK

SCOPE OF WORK

I. Overview

- A. The Michigan State Housing Development Authority, State Historic Preservation Office ("Authority" or "SHPO") is targeting Michigan communities that are positioning themselves to use historic preservation as an economic development tool. Charlotte has been selected as a prime candidate for this NRHP nomination because of its participation in the Department of Talent and Economic Development's Rising Tide initiative and because of its important stock of historic resources, their value as historic and economic assets to the broader area, and in order to make federal historic preservation tax credits available to owners of income-producing historic buildings within the district.
- B. The Contractor will prepare one National Register of Historic Places ("NRHP") nomination for the central area of Charlotte, Michigan, that includes the city's historic downtown and adjoining areas that would benefit from the NRHP designation.

II. Objectives, Tasks & Activities, and Deadlines

- A. **Objectives.** To successfully perform the services described in Section I above, the Contractor must satisfy the following objectives:
 - 1. Prepare the NRHP nomination materials, using the newest version NPS Form 10-900 template available from the National Park Service, in accordance with (a) the National Register Bulletin *How to Complete the National Register Registration Form*; (b) the SHPO's *So You Want to List Your Commercial District in the National Register of Historic Places? How to Do It – What Is Required* (Jan. 2012), and (c) the *National Register Photo Policy Factsheet*.
 - 2. **Prepare NRHP nomination materials for a historic district in central Charlotte. The preliminary and approximate boundaries for the historic district in central Charlotte consists of approximately 300 buildings (excluding garages, carriage houses, and other outbuildings), including about 100 buildings in the downtown itself, and includes the following properties as described below and further approximated on the map attached in Exhibit C – Map of Preliminary Project Areas incorporated into this Agreement.**

The preliminary and approximate boundaries were created based on a windshield survey of the district but these boundaries shall be reviewed and refined as appropriate by the Contractor in concert with the SHPO and city of Charlotte to establish the final district boundaries:

- a. Properties fronting on the west side of N. and S. Cochran from 436 S. Cochran on the south to McClure Street on the north (including the Citizens LLC elevator complex at 421 N. Cochran);
- b. Properties fronting on Cochran's east side from 441 S. Cochran on the south to E. Lawrence Avenue on the north;
- c. Properties in the area bounded by East Lawrence Avenue and Lansing Road on the south between N. Cochran and Park Place, by N. Cochran Avenue on the west between Lawrence and the Penn Central RR line south of McClure, northeast on the Penn Central Railroad line between N. Cochran and N. Oliver Street, on the east by Oliver between the Penn Central line and Park Place, and on the north by Park Place between Oliver and Lansing Road;
- d. Properties on the south side of East Lawrence Avenue and Lansing Road from S. Cochran on the west to the second house east of Pleasant Street on the east;
- e. Properties on both sides of Pleasant Street between E. Lawrence and E. Lovett;
- f. Properties on South Oliver between E. Lawrence and E. Lovett and also 218 S. Oliver;
- g. Properties on both sides of S. Washington between E. Lawrence and E. Lovett;
- h. Properties fronting on both sides of E. and W. Lovett between Pleasant Street and S. Bostwick Avenue;
- i. Properties fronting on W. Seminary's south side between S. Cochran and Sheldon;
- j. Properties fronting on both sides of Bostwick Avenue between Seminary on the south and Harris Street on the north; and
- k. Properties fronting on both sides of W. Lawrence Avenue between Cochran and Sheldon.

B. Activities/Responsibilities Necessary to Complete Scope of Work. To achieve the objectives, the Contractor shall perform the following activities:

1. Initial on-site meeting. Meet with Authority staff and the city of Charlotte's primary contact (to be determined) in the local community to discuss the Project Area, potential central district boundaries, meet with local community historians, and discuss sources for research materials.
2. Coordinate and consult with the local community. Coordinate and consult with the city of Charlotte's primary contact and local historians (to be determined) as necessary to complete the activities described in this Section, including but not limited to presenting the NRHP nomination to the local community, reviewing the Project Area boundaries, and reviewing drafts of the NRHP nomination. The local historians, who may serve the city of Charlotte in either formal or informal capacities (i.e., member of a design committee, local historic district study committee, author of a local historical book, etc.), may be able to offer assistance

in providing historical information and must be given the opportunity to contribute to the degree they are willing and able during the project timeframe.

Note, however, that the Contractor alone shall be responsible for the successful completion of all products.

3. **Research.** Conduct thorough research on the general history of the community and the Project Area including research for specific buildings and other features within the Project Area. Research must include a variety of source materials as listed in the Historical Research section of the SHPO's *So You Want to List Your Commercial District in the National Register of Historic Places? How to Do It – What Is Required*, pages 7-10; however, the Contractor will be expected to make **extensive** use of newspapers, fire insurance maps, city directories, and historic photo archives. Directory research for the downtown buildings shall focus on identifying early and long-time occupants and uses. Any directory research for the residential properties should focus on the earliest entry for the property. Tax records, if they are available, should be used to help document downtown commercial properties. The Authority anticipates that the building-specific research will focus on the downtown and other commercial properties and other prominent buildings such as churches and early and large landmark homes, with the research beyond maps, directories, and published sources to include other properties as feasible within the project time and budget constraints. The county courthouse building, First Congregational Church, and former Michigan Central Railroad Depot are already individually listed in the National Register and no additional research on them is needed. The history portion presented in each inventory entry shall include, at a minimum, information resulting from review of the Sanborn fire insurance and any other maps, any available directories, and published sources.
4. **Survey.** Complete a visual survey of all resources in the Project Area that includes thorough photo-documentation of resource exteriors and compiling descriptive information adequate for the inventory entries in the nomination's description section. For each resource, the Contractor will provide the following:
 - a. **Photography.** For downtown commercial buildings, photograph at least one general view of the resource's entire front; at least one more close-up view showing the ground-floor storefront; additional views clearly showing architectural details such as cornices, upstairs window trim and caps, or other significant features, as appropriate; and one or more views from the back that illustrate the back part of the resource's form, materials and rear additions. For resources on a corner site or freestanding, also include one or more three-quarter views showing both the front and each side of the resource or a general view of each side of the resource. For houses and most other buildings, provide two views that show the front and one side and the front and other side. For garages and small outbuildings, provide one view each. For larger outbuildings such as carriage houses, provide two views from different directions whenever possible. Note: all

survey images must meet the National Register standard of at least 1200 X 1600 pixel image (the preferred standard is 2000 X 3000 pixel image).

- b. **Resource Inspection.** Inspect each resource, compiling and writing descriptive information that is adequate, when combined with the photographic coverage, to prepare the nomination’s inventory entries in the four-part format outlined in the SHPO’s *So You Want to List Your Commercial District in the National Register of Historic Places? How to Do It – What Is Required*, pages 13-16.
5. **NRHP Nomination.** Prepare a complete set of NRHP nomination materials for the central Charlotte historic district, as defined in Section II, C outlined below. Prepare all sections of the district NRHP nomination in accordance with the contents and format requirements provided by the SHPO’s *So You Want to List Your Commercial District in the National Register of Historic Places? How to Do It – What Is Required*.

 - a. The central Charlotte historic district NRHP nomination shall be submitted at four intervals including first draft of specific sections (50% completion), first draft of remaining sections (80% completion), second draft of all sections (95% completion), and the final NRHP nomination (100% completion) as outlined in Section II, C below.
6. **Review Meeting Deliverable #2.** Meet with Authority staff, either at the Authority’s office or in the local community as agreed, after submitting Deliverable #2 to discuss broad overview comments in order for the Contractor to make needed adjustments such as writing style, additional research needed, order of inventories, and documenting source materials.
7. **GIS Survey.** Prepare a Microsoft Excel spreadsheet that includes parcel numbers, property names, property addresses, district name, “C” or “NC” (to indicate whether the property in question is either a contributing or noncontributing resource within the district), and geographic coordinates parsed into decimal degrees. As an option, the Contractor may also submit an ArcGIS file that includes a shapefile with point data or polygon data with attribute tables that include the district name, city, and county. See Section II, C, 10 below for further detail.
8. **Public information meeting.** Present the NRHP nomination in Charlotte to the local community approximately 3-6 weeks prior to the presentation to the State Historic Preservation Review Board (“Review Board”). Coordinate with the city of Charlotte’s primary contact on scheduling the meeting and logistics.
9. **Presentation to State Historic Preservation Review Board.** Present the NRHP nomination to the Review Board at the end of the project.

10. Provide quarterly progress reports.

11. Provide a final Project Completion Report.

C. Products or Milestones to be Met. Products or Milestones include:

1. Initial On-site Meeting. Meet with Authority staff, the city of Charlotte's primary contact, and local community historians to discuss the preliminary Project Area, sources for research materials, and other topics as needed.

2. Report Deliverable #1.

- a. Boundary Recommendation and Map. Recommend to the Authority specific final district boundaries, along with a rationale in writing, for the selected boundaries. Include a district map or series of maps illustrating the recommended boundaries. Deliverable #1 must also be sent to the city of Charlotte for review and comment. The recommended boundaries and rationale shall be reviewed by the Authority and city of Charlotte and its historians as the city shall direct and the Authority shall set the final boundaries in concert with the City and Contractor.

3. Report Deliverable #2.

- a. Prepare and submit to the Authority a **first draft of specific sections of the central Charlotte historic district** NRHP nomination (50% completion), as outlined below, on NPS Form 10-900 stored on CD. Deliverable #2 must also be sent to the city of Charlotte for review and comment. Deliverable #2 must include:

- i. Description Statement and Inventory. The description statement shall include an overview description of the district and an inventory of all resources as outlined in the SHPO's *So You Want to List Your Commercial District in the National Register of Historic Places? How to Do It – What Is Required*. The overview description shall provide general descriptive information on the district, including but not limited to the general character, size and form, topography, street plan, etc. The inventory entries shall follow the four-part format of: (i) identification, (ii) building description, (iii) history, and (iv) bibliography. A bibliography for the entry should be provided when information specific to that property is located beyond the general map and directory sources used for all properties, such as newspaper references.
- ii. Survey Images. Provide color images (stored in .jpeg format on CD) of all buildings and other resources within the final boundaries of the district. Building images shall include as many views of each

building's facades and details as necessary to clearly document the building per the survey instructions in II, B, 4a (above) and the SHPO's *So You Want to List Your Commercial District in the National Register of Historic Places? How to Do It – What Is Required*.

- iii. Sanborn Maps. Provide all Sanborn maps available for the district area in either paper format or stored on CD. This will aid the Authority's review of all drafts of the NRHP nomination.
 - b. Review Meeting Deliverable #2. Meet with Authority staff, at the Authority's office or in the local community as agreed, after submitting Deliverable #2 to discuss broad overview comments in order to make needed adjustments such as writing style, additional research needed, order of inventories, and documenting source materials.
4. Report Deliverable #3.
- a. Prepare and submit to the Authority a **first draft of all remaining sections of the central Charlotte historic district** NRHP nomination (80% completion), as outlined below, on NPS Form 10-900 (stored on CD) and must include:
 - i. Significance Statement. The significance statement shall include a summary paragraph of the district and a detailed statement providing a broad historical overview and documenting the area's physical development and important historical themes.
 - ii. All remaining NRHP nomination sections on NPS Form 10-900 that were not already submitted as part of Deliverable #2.
 - b. Deliverable #3 must also be sent to the city of Charlotte for review and comment.

5. Report Deliverable #4.

- a. Prepare and submit to the Authority a **second draft of all sections** of the NRHP nomination (95% completion) on NPS Form 10-900 stored on CD including boundary description and justification for the district and maps, description statement and inventory, and significance statement. Deliverable #4 must also be sent to the city of Charlotte for review and comment. Deliverable #4 must also include:
 - i. Nomination Images. These images are the ones the Contractor is recommending for use in the final NRHP nomination and at the Review Board meeting. The Authority will review and approve these images as part of this submission so that the Contractor can make

final prints as part of Deliverable #5 outlined below (the final NRHP Nomination submission).

6. Report Deliverable #5.

- a. Prepare and submit to the Authority the **final NRHP Nomination** (100% completion) including all final products from Exhibit A – Scope of Work Section II, C, 1-18, in the format below:
 - i. One (1) paper printout of the final version of the NRHP nomination form NPS Form 10-900. The NPS Form 10-900 template used shall be the newest version available from the National Park Service. The final version shall be grammatically correct and typo-free; and
 - ii. One (1) CD containing the final version of the nomination form in Microsoft Word in version as agreed upon by the Authority.

7. District Maps. Provide to the Authority district maps as outlined below:

- a. Two (2) sets of color printouts in 8 ½ X 11” form of maps illustrating the district’s location and boundaries, as per the NRHP requirements (in lieu of USGS topographical maps. The scale used in the map(s) should be similar to that used in USGS maps. The district boundaries shall be enclosed in a figure drawn with straight lines connecting a series of points (preferably no more than four (4)), with the appropriate latitude and longitude for those points printed on the maps.
- b. Three (3) paper originals of a district map or series of maps for the district meeting the SHPO’s mapping requirements as stated in the SHPO’s *So You Want to List Your Commercial District in the National Register of Historic Places? How to Do It – What Is Required*. The final district maps shall be printed on white archival paper only. Mylar or mylar-like materials are unacceptable. The map(s) should be 8 ½ x 11 inches in size, if possible. Map sheets larger than 11 x 17 inches are unacceptable.
- c. One (1) CD containing a set of the maps required in 6a above and a set of final district maps in PDF format.

8. Labeled Photographs. Provide to the Authority two (2) sets of printed labeled photographs meeting the specifications set forth in the *National Register Photo Policy Factsheet* (5 x 7 inch prints are required).

- a. For the central Charlotte historic district NRHP nomination, provide at least twenty-five (25) different views made from color electronic images. Provide two originals of each. The photographs shall be primarily streetscape views and together provide coverage from all parts of the district.

9. Nomination Photograph Images. Provide to the Authority three (3) CDs, listed below as CD 1, CD 2, and CD 3 containing color images to be used for the NRHP nomination. Image files shall be named according to the *National Register Photo Policy Factsheet* requirements. All CDs (CD 1, CD 2, and CD 3) shall contain the same color images used in making the nomination's photographic prints (see Labeled Photographs above); however, images shall be stored using different formats on each as outlined below:
- a. CD 1: Shall contain images in .tif format and in all other respects meet the requirements set forth in the *National Register Photo Policy Factsheet* (to accompany the nomination submission to the NRHP). The digital camera resolution used must be at least two megapixels (1200 x 1600 pixel image); six megapixels (2000 x 3000 pixel image) is preferred (these are the same standards set forth in the *NRHP Photo Policy Factsheet*).
 - b. CD 2: Shall contain images in .jpeg format but in all other respects meet the requirements set forth in the *National Register Photo Policy Factsheet*. The digital camera resolution used must be at least two megapixels (1200 x 1600 pixel image); six megapixels (2000 x 3000 pixel image) is preferred (these are the same standards set forth in the *NRHP Photo Policy Factsheet*).
 - c. CD 3: Shall contain a Microsoft PowerPoint presentation with each image (the same images as CD 1 and CD 2) on its own individual slide. The first two images of the PowerPoint presentation shall be images of the maps from 7a and b above, the vicinity (USGS equivalent) map and the district map with district boundaries outlined. The PowerPoint presentation will be used during the Contractor's presentation at the Review Board meeting.
10. Survey Images. Provide to the Authority one (1) CD or flash drive containing color images (stored in .jpeg format) of all buildings and other resources within the final boundaries for the Project Area (See II, B, 4a, and C, 2, iii, above). The digital camera resolution used must be at least two megapixels (1200 x 1600 pixel image); six megapixels (2000 x 3000 pixel image) is preferred (these are the same standards set forth in the *NRHP Photo Policy Factsheet* for the .tif images). Image files shall be named according to the following protocol and **not include the state or the county name**: Street name_Street direction (N, S, E, W)_Address number (use 4 digits, 0001 etc.)_Image number (01 etc.) where there are multiple images for the same property. For example, the final file name for the first of several image files for 23 West Smith Street should appear as SmithStreet_W_0023_01.
11. GIS Survey. Provide to the Authority one (1) CD containing a Microsoft Excel spreadsheet that includes the following data columns at minimum:
- a. Parcel number;
 - b. Property name;

- c. Property address, parsed into street address/city/county/state/zip. For example:

700 Walsh Dr.	East Lansing	Ingham	MI	48823
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- d. District name (where appropriate);
e. C or NC to indicate whether the property in question is either a contributing or noncontributing resource within the district (where appropriate);
f. Geographic coordinates, parsed into decimal degrees.

As an option, the Contractor may also submit on the CD, along with the required Microsoft Excel spreadsheet, an ArcGIS file to aid in the Authority's development of a GIS database. The ArcGIS file should include a shapefile with point data (individual properties) with attribute tables that include required information or shapefile with polygon data (districts) with attribute tables that include the district name, city, and county. All GIS data must use the Michigan Geo Ref coordinate system.

12. Interested Persons List. Provide to the Authority in Microsoft Excel a list of public officials and other interested persons who should be notified of the nomination. Include the name, title, and mailing address of the chief elected official and mailing addresses of any other interested persons or agencies which should be notified, such as the planning commission, historical society, and chamber of commerce.
13. Research Notes. Provide to the Authority a copy of all source materials used in preparation of the nomination. Notes made from interviews must clearly identify the interviewer, the person(s) interviewed (with addresses), and the dates of the interviews. Excerpts from books and newspapers, copies of letters and notes, etc., shall be used to check the accuracy of the nomination text as needed, as well as placed on file at the Authority for future research and study.
14. Quarterly Progress Reports. Provide to the Authority quarterly progress reports using the form provided by the Authority. Quarterly progress reports shall be due by July 15, September 15, January 15, and April 15 of each year during the project reporting period and will include:
- a. Title sheet identifying the project, contract number, and name and address of the Contractor.
 - b. Names and titles/responsibilities of the project manager and persons working on the project, including any subcontractors.
 - c. A financial report of expenditures to date including any changes to approved budget or approved performance schedule.
 - d. A written summary of progress outlining the work accomplished during the reporting period. Problems, real and anticipated, or any significant deviation from the agreed-upon work plan should be brought to the attention of the Contract Administrator.
15. Public Information Meeting. Hold one (1) public information meeting to acquaint the property owners, public officials, and general public with the district, the

nomination project and its results. The meeting, which should include a PowerPoint presentation, shall be conducted approximately 3-6 weeks prior to the presentation to the Review Board. The presentation will summarize the following: the project, the NRHP nomination process, an overview of the district's historic significance as set forth in the nomination, and an explanation of the benefits for the district being listed in the NRHP. The Contractor will also answer questions by the public about the project and the NRHP nomination and process. The meeting should be at least one (1) hour in length. The Contractor shall coordinate with the city of Charlotte's primary contact on scheduling the meeting and logistics.

16. Presentation to State Historic Preservation Review Board. Present the NRHP nomination to the Review Board at the end of the project using the PowerPoint presentation prepared and submitted as part of Section II, C, 9, c above.

17. Project Completion Report. The Contractor shall provide to the Authority a brief professional quality report that includes the following:

- a. A title sheet identifying the project, contract number, and name and address of the Contractor;
- b. The names and titles/responsibilities of the project manager and persons working on the project, including any subcontractors;
- c. The budget for the project; and
- d. A written narrative summary of the project and its outcome including an outline of the methodology used (as compared with that initially proposed), evaluation of the project results, and a summary of what worked and what the Contractor would do differently the next time the Contractor undertakes a project of this nature. Two copies of the final summary report shall be submitted to the Authority that includes 1) one printed copy and 2) one electronic version of the report in Microsoft Word. **Verify with the Authority as to the acceptable version of Microsoft Word.**

18. Credits and Disclaimers. Include on the cover or first inside sheet of the Project Completion Report and in any and all meeting signs, news releases, public announcements, or other written, audio, or visual material for this project (exclusive of the nomination products) the following credits/disclaimer that reads verbatim as follows:

The activity that is the subject of this project has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Michigan State Housing Development Authority. However, the contents and opinions herein do not necessarily reflect the views or policies of the Department of the Interior or the Michigan State Housing Development Authority, nor does the mention of trade names or commercial products herein constitute endorsement or recommendation by the Department of the Interior or the Michigan State Housing Development Authority.

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, NW
Washington, DC 20240

D. Deadlines for Completing Objectives.

All objectives, activities, and products must be completed no later than May 31, 2018. See the Estimated Performance Schedule, attached and incorporated into this Agreement as Exhibit D.

III. Standards for Performance

The Contractor shall perform the tasks/activities and complete the objectives in accordance with the following standards:

- A.** Either meet the 36 CFR 61 professional qualifications established by the National Park Service for historian and architectural historian or assign 36 CFR 61 qualified personnel historian and architectural historian to perform the services and/or supervise other staff.
- B.** The Contractor shall immediately notify the Authority of any changes in the Project Manager or the 36 CFR 61 qualified personnel performing the services described in this RFP.
- C.** All work must meet the appropriate standards as set forth in the National Register Bulletin *How to Complete the National Register of Historic Places Registration Form*, the *National Register Photo Policy Factsheet*, and the SHPO's *So You Want to List Your Commercial District in the National Register of Historic Places? How to Do It – What Is Required*.
- D.** The Contractor must be proficient in Microsoft Word 2000 or a later version as agreed upon with the Authority.
- E.** The project will require travel to the site.

EXHIBIT B
PROJECT BUDGET

See appended document titled

PROJECT BUDGET

PROJECT: Central Charlotte National Register Historic District Nomination
 LOCATION City of Charlotte, Eaton County, Michigan

TASKS	DESCRIPTION	CLIN 001	CLIN 002		CLIN 003	TOTAL COST
		LABOR	SUBS/ODCs	10% MARKUP ON ODCs	TRAVEL	
TASK 1	On Site Meeting and Deliverable #1: Boundary Recommendation and Map	\$1,810.00	\$75.00	\$7.50	\$45.00	\$1,937.50
TASK 2	Deliverable #2: Description-Inventory, Survey Images, Sanborns, Review Meeting	\$23,020.00	\$75.00	\$7.50	\$446.80	\$23,549.30
TASK 3	Deliverable #3: Significance and All Other NRHP Sections	\$14,470.00	\$75.00	\$7.50	\$227.00	\$14,779.50
TASK 4	Deliverable #4: Second Draft All NRHP Sections, Images	\$8,620.00	\$375.00	\$37.50	\$9.00	\$9,041.50
TASK 5	Deliverable #5: Final All NRHP Sections, Maps, Photos, Images, GIS	\$7,000.00	\$225.00	\$22.50	\$9.00	\$7,256.50
TASK 6	Quarterly Progress and Project Completion Reports	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
TASK 7	Public Meeting	\$1,500.00	\$50.00	\$5.00	\$21.60	\$1,576.60
TASK 8	State Review Board Meeting	\$900.00	\$25.00	\$2.50	\$9.00	\$936.50
TOTAL COST OF PROJECT		\$58,070.00	\$900.00	\$90.00	\$767.40	\$59,827.40

TASK 1: On Site Meeting and Deliverable #1: Boundary Recommendation and Map

LABOR	Qty	Price	Amount
Rutter	12.0	\$75.00	\$900.00
Graphics	14.0	\$65.00	\$910.00
TOTAL LABOR	26.0		\$1,810.00
TRAVEL	Qty	Unit Rate	Amount
-Mileage	125.0	0.36	\$45.00
-Airfare			\$0.00
-Lodging		75	\$0.00
-Per Diem		25	\$0.00
-Rental Car/Gas		0	\$0.00
-Tolls/Parking/Transportation			\$0.00
TOTAL TRAVEL			\$45.00
NON-TRAVEL ODCs			
SUBCONTRACTORS		0	\$0.00
SUPPLIES		50	\$0.00
EQUIPMENT			\$0.00
OTHER ODCs (shipping, etc.)	1.0	75	\$75.00
Subtotal ODCs (Less Travel)			\$75.00
TOTAL TASK COST			\$1,930.00

TASK 2: Deliverable #2: Description-Inventory, Survey Images, Sanborns, Review Meeting

LABOR	Qty	Price	Amount
Rutter	300.0	\$75.00	\$22,500.00
Graphics	8.0	\$65.00	\$520.00
TOTAL LABOR	308.0		\$23,020.00
TRAVEL	Qty	Unit Rate	Amount
-Mileage	130.0	0.36	\$46.80
-Airfare			\$0.00
-Lodging	4.0	75	\$300.00
-Per Diem	4.0	25	\$100.00
-Rental Car/Gas		0	\$0.00
-Tolls/Parking/Transportation			\$0.00
TOTAL TRAVEL			\$446.80
NON-TRAVEL ODCs			
SUBCONTRACTORS		0	\$0.00
SUPPLIES		50	\$0.00
EQUIPMENT			\$0.00
OTHER ODCs (shipping, etc.)	1.0	75	\$75.00
Subtotal ODCs (Less Travel)			\$75.00
TOTAL TASK COST			\$23,541.80

K-1

PROJECT: Central Charlotte National Register Historic District Nomination
 LOCATION City of Charlotte, Eaton County, Michigan

TASK 3 Deliverable #3: Significance and All Other NRHP Sections

LABOR	Qty	Price	Amount
Rutter	186.0	\$75.00	\$13,950.00
Graphics	8.0	\$65.00	\$520.00
TOTAL LABOR	194.0		\$14,470.00
TRAVEL	Qty	Unit Rate	Amount
-Mileage	75.0	0.36	\$27.00
-Lodging	2.0	75	\$150.00
-Per Diem	2.0	25	\$50.00
-Tolls/Parking/Transportation			\$0.00
TOTAL TRAVEL			\$227.00
NON-TRAVEL ODCs			
Surveyor	0.0	0	\$0.00
SUPPLIES	0.0	0	\$0.00
EQUIPMENT	0.0	0	\$0.00
OTHER ODCs (Photocopying, etc.)	1.0	75	\$75.00
Subtotal ODCs (Less Travel)			\$75.00
TOTAL TASK COST			\$14,772.00

TASK 4 Deliverable #4: Second Draft All NRHP Sections, Images

LABOR	Qty	Price	Amount
Rutter	108.0	\$75.00	\$8,100.00
Graphics	8.0	\$65.00	\$520.00
TOTAL LABOR	116.0		\$8,620.00
TRAVEL	Qty	Unit Rate	Amount
-Mileage	25.0	0.36	\$9.00
-Airfare			\$0.00
-Lodging	0.0	0	\$0.00
-Per Diem	0.0	0	\$0.00
-Rental Car/Gas		0	\$0.00
-Tolls/Parking/Transportation			\$0.00
TOTAL TRAVEL			\$9.00
NON-TRAVEL ODCs			
SUBCONTRACTORS Graphics	0.0	0	\$0.00
SUPPLIES (photo dev; copies, etc.)	3.0	100	\$300.00
EQUIPMENT			\$0.00
OTHER ODCs (shipping, etc.)	1.0	75	\$75.00
Subtotal ODCs (Less Travel)			\$375.00
TOTAL TASK COST			\$9,004.00

TASK 5 Deliverable #5: Final All NRHP Sections, Maps, Photos, Images, GIS

LABOR	Qty	Price	Amount
Rutter	76.0	\$75.00	\$5,700.00
Graphics	20.0	\$65.00	\$1,300.00
TOTAL LABOR	96.0		\$7,000.00
TRAVEL	Qty	Unit Rate	Amount
-Mileage	25.0	0.36	\$9.00
-Airfare			\$0.00
-Lodging	0.0	0	\$0.00
-Per Diem	0.0	0	\$0.00
-Rental Car/Gas		0	\$0.00
-Tolls/Parking/Transportation			\$0.00
TOTAL TRAVEL			\$9.00
NON-TRAVEL ODCs			
SUBCONTRACTORS	0.0	0	\$0.00
SUPPLIES (copies, disks, photo paper, etc.)	1.0	150	\$150.00
EQUIPMENT	1.0		\$0.00
OTHER ODCs	1.0	75	\$75.00
Subtotal ODCs (Less Travel)			\$225.00
TOTAL TASK COST			\$7,234.00

K2

PROJECT: Central Charlotte National Register Historic District Nomination
 LOCATION City of Charlotte, Eaton County, Michigan

TASK 6 Quarterly Progress and Project Completion Reports

LABOR	Qty	Price	Amount
Rutter	10.0	\$75.00	\$750.00
TOTAL LABOR	10.0		\$750.00
TRAVEL	Qty	Unit Rate	Amount
-Mileage	0.0	0.36	\$0.00
-Airfare			\$0.00
-Lodging	0.0	75	\$0.00
-Per Diem	0.0	35	\$0.00
-Rental Car/Gas		0	\$0.00
-Tolls/Parking/Transportation			\$0.00
TOTAL TRAVEL			\$0.00
NON-TRAVEL ODCs			
SUBCONTRACTORS	0.0	0	\$0.00
SUPPLIES (shipping, etc.)			\$0.00
EQUIPMENT			\$0.00
OTHER ODCs			\$0.00
Subtotal ODCs (Less Travel)			\$0.00
TOTAL TASK COST			\$750.00

TASK 7 Public Meeting

LABOR	Qty	Price	Amount
Rutter	20.0	\$75.00	\$1,500.00
TOTAL LABOR	20.0		\$1,500.00
TRAVEL	Qty	Unit Rate	Amount
-Mileage	60.0	0.36	\$21.60
-Airfare			\$0.00
-Lodging	0.0	0	\$0.00
-Per Diem	0.0	0	\$0.00
-Rental Car/Gas		0	\$0.00
-Tolls/Parking/Transportation			\$0.00
TOTAL TRAVEL			\$21.60
NON-TRAVEL ODCs			
SUBCONTRACTORS	0.0	0	\$0.00
SUPPLIES (report copies, disks, etc.)			\$0.00
EQUIPMENT			\$0.00
OTHER ODCs	1.0	50	\$50.00
Subtotal ODCs (Less Travel)			\$50.00
TOTAL TASK COST			\$1,571.60

TASK 8 State Review Board Meeting

LABOR	Qty	Price	Amount
Rutter	12.0	\$75.00	\$900.00
TOTAL LABOR	12.0		\$900.00
TRAVEL	Qty	Unit Rate	Amount
-Mileage	25.0	0.36	\$9.00
-Airfare			\$0.00
-Lodging	0.0	0	\$0.00
-Per Diem	0.0	0	\$0.00
-Rental Car/Gas		0	\$0.00
-Tolls/Parking/Transportation			\$0.00
TOTAL TRAVEL			\$9.00
NON-TRAVEL ODCs			
SUBCONTRACTORS	0.0	0	\$0.00
SUPPLIES (shipping, etc.)			\$0.00
EQUIPMENT			\$0.00
OTHER ODCs	1.0	25	\$25.00
Subtotal ODCs (Less Travel)			\$25.00
TOTAL TASK COST			\$934.00

EXHIBIT C

MAP OF PRELIMINARY PROJECT AREAS

See appended document titled

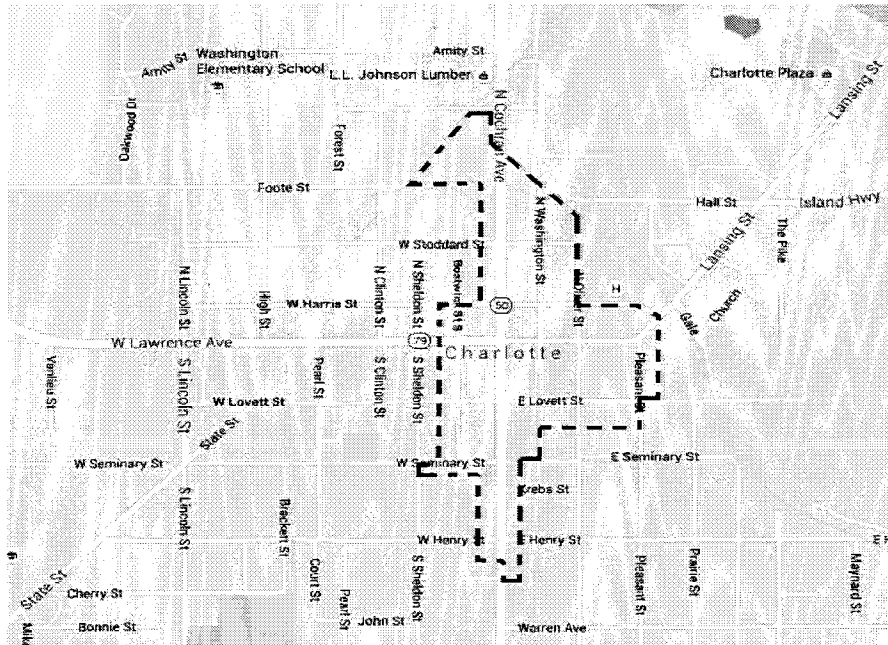
MAP OF PRELIMINARY PROJECT AREAS

MAP OF PRELIMINARY PROJECT AREAS

The following map outlines the preliminary Project Areas described in Exhibit A - Scope of Work for the National Register of Historic Places Nomination for the central area historic district located in Charlotte, MI.

This defined Project Area is **preliminary and approximate** and consists of approximately 300 buildings (excluding garages and outbuildings). The area is roughly outlined on the map below. The Project Area was created based on a windshield survey of the Project Area and reference to readily available historical publications, but these boundaries are not set forth as the final boundaries for the Project Area

The Contractor shall review, in consultation with the Authority and the city of Charlotte, the preliminary Project Area and any properties outside the preliminary Project Areas that Deliverable #1, specific final boundaries for the Project Area, illustrated with a map, along with a rationale in writing, for these selected boundaries should become part of the district. The selected contractor must recommend to the Authority, as part of Deliverable #1, specific final boundaries for the Project Area, illustrated with a map, along with a rationale in writing, for these selected boundaries.



ESTIMATED PERFORMANCE SCHEDULE

<i>Estimated Completion Dates</i>	<i>Completed Service/Project Components</i>
June 22, 2016	Executed contract
July 11, 2016	On site meeting
July 15, 2016	Quarterly progress report
September 1, 2016	Deliverable #1
September 15, 2016	Quarterly progress report
December 15, 2016	Deliverable #2
January 15, 2017	Quarterly progress report
February 15, 2017	Deliverable #1 review meeting
April 15, 2017	Deliverable #3
June 15, 2017	Comments on Deliverable #3 due to BB&E
July 15, 2017	Quarterly progress report
September 15, 2017	Deliverable #4
November 15, 2017	Comments on Deliverable #4 due to BB&E
January 15, 2018	Deliverable #5
March 30, 2018	SHPO publish public notice of Review Board meeting
April 15, 2018	Quarterly progress report
May 2016	NRHP nomination presented to the State Review Board
May 15, 2018	Project completion report
May 31, 2018	Contract expiration