

PRICE PROPOSAL FOR:

REQUEST FOR PROPOSALS (RFP) #22-006 HISTORIC DISTRICT GUIDELINES AND ENTRANCE CORRIDOR OVERLAY GUIDELINES UPDATE

JANUARY 6, 2023



SUBMITTED TO:

TOWN OF SMITHFIELD, VA

PaleoWest
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RICHMOND
PO Box 75062
North Chesterfield, VA
23236

January 6, 2023

Lesley King
Town of Smithfield, VA
310 Institute Street
Smithfield, Virginia 23430

RE: Request for Proposals (RFP) #22-006 Historic District Guidelines and Entrance Corridor Overlay Guidelines Update

Dear Lesley King,

Thank you for this opportunity to present our technical and cost proposal to the Town of Smithfield (Town) to complete Historic District Guidelines and an update to the Entrance Corridor Overlay Guidelines. PaleoWest is a cultural resources management (CRM) firm with a nationwide presence providing expertise in historic preservation planning, architectural history, history, and other relevant disciplines.

For this effort, we bring an experienced team of historic preservation and cultural resource professionals who meet Secretary of the Interior's Professional Qualification Standards in Architectural History and History. Our hand-selected team have direct experience preparing historic district plans and design guidelines, in addition to other historic preservation-oriented planning documents. Key staff will include Caleb Gasperek, B.S., who will serve as the Project Manager and Preservation Planner, who has worked as a City Planner and Preservation Director for several years and will provide extensive support in developing the historic district guidelines update. Helen Juergens, M.A., M.Arch, Architectural Historian has twelve years of experience with a background in modeling and mapping, restoration, and conservation. Additionally, PaleoWest is partnering with Meredith Johnson of Johnson Planning & Preservation LLC who has more than eleven years' experience in historic preservation, urban planning, and community engagement.

Our availability, combined with our extensive experience with historic preservation planning documents, public consultation, and design guidelines, will allow the PaleoWest team to efficiently consult with the Town to meet the project goals. Overall, we believe in preparing documents that are tailored to the needs of your community and we are excited to offer our expertise in accomplishing this.

Should you have any questions throughout this process, please feel free to reach out to me directly. We hope to work with the Town of Smithfield on this exciting project.

Sincerely,

PALEOWEST

A handwritten signature in black ink that reads "Lauren Minford".

Lauren Minford | Office Principal

C: 336.402.6631 | lminford@paleowest.com





CONTRACTOR INFORMATION

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I. EXPERIENCE



FIRM PROFILE

EAST COAST OFFICES

Phoenix, AZ (HQ)
Alexandria, VA
Buffalo, NY
Columbus, GA
Columbus, OH
Gainesville, FL
Lakeland, FL
Littleton, MA
Memphis, TN
New York, NY
Northport, AL
Pensacola, FL
Philadelphia, PA
Richmond, VA
Tallahassee, FL
Tampa Bay, FL
Tarboro, NC
West Chester, PA

FOUNDED

2006

SIZE

200+ employees

PRINCIPALS

Tom Motsinger, M.A., RPA
Shawn Fehrenbach, M.A., RPA
Vanessa Mirro, M.A., RPA
Chris North, M.A., RPA
James Potter, Ph.D., RPA
Michael Ashley, Ph.D.
Kye Miller, M.A., RPA
Matthew Tennyson, M.A., RPA

EXPERTISE / SERVICES

Archaeology
Paleontology
Construction Compliance
Historic Architecture
Historic Preservation
Preservation Planning
GIS and Technology
Exhibition and Public Engagement

Founded in 2006, PaleoWest is the largest cultural resource-only firm in the nation and has carried out over 4,000 projects from coast to coast and internationally. Our cultural resource services cover all aspects of the discipline including preservation planning, historic and prehistoric archaeology, osteology, paleontology, archival research, architectural history, maritime archaeology/remote sensing, public outreach, and GIS services. We accomplish this using a thorough knowledge of the regulations, a professional approach to assessment and mitigation, and a full-time, competent staff of very qualified individuals who strive to do quality work to meet both our clients' needs and agency requirements.

With 19 offices along the east coast, PaleoWest is known as one of the premier Cultural Resource Management (CRM) firms in United States. PaleoWest's team uses state-of-the-art technology to handle our clients' cultural compliance needs quickly and effectively. We have worked on projects ranging from desktop prediction analysis to multi-phase projects requiring survey, testing, data recovery, monitoring, and mitigation efforts. PaleoWest has developed crucial positive relationships with various Native American tribes and entities as well as state and federal agencies. PaleoWest is currently expanding our Historic Resources programs to include preservation planning services such as the creation of citywide preservation plans and design guidelines for historic districts and historic landmarks.

Our clientele includes a range of state and federal agencies, tribes, and private-sector clients. Our work has earned the trust of government, agencies, such as the Department of Defense, Department of Energy, Federal Energy Regulatory Commission, Bureau of Land Management, Bureau of Reclamation, and U.S. Forest Service. Our tribal work has included aiding the establishment of THPO offices and several large infrastructure (water management) projects. PaleoWest is dedicated to solution-driven consulting on behalf of clients who need their projects guided through regulatory challenges posed by prehistoric, historic, architectural, ethnographic, and paleontological resources.

PaleoWest has experienced staff that have successfully completed numerous cultural resource undertakings throughout the eastern region in compliance with both federal and state regulations for both state, federal, and local municipal clients. These past projects were completed on time and within budget and resulted in high quality technical reports that not only met the statutory requirements and fully supported the clients' needs, but also contributed to our collective understanding of the past.



SUBCONSULTANT FIRM PROFILE

Johnson Planning & Preservation LLC

Lead by Meredith Johnson, Johnson Planning and Preservation (JPP) is a small, Austin, Texas-based firm that specializes in policies at the intersection of urban planning and historic preservation. Since its launch in 2020, JPP has worked with cities to rewrite development codes, develop strategic plans for significant districts, and provide essential analysis for permitting process diagnostics. We are proud to work with a variety of diverse partners across the development field.

Firm owner Meredith Johnson is a seasoned preservation-planner who has worked in cities across the U.S. such as Philadelphia, PA and Hutto, TX. Meredith graduated with a Bachelor's degree in Urban and Regional Planning from Texas State University and practiced public and private city planning in Washington and Texas before obtaining a Master's degree in Historic Preservation at the University of Pennsylvania in Philadelphia. Her work experience has included project compliance reviews, preservation policy education, and development code revision with a focus on form-based codes. Outside of consulting, Meredith is an adjunct professor of planning and preservation policy at Temple and Rutgers Universities. Meredith draws upon both professional and academic expertise, which allows for creative, localized solution development.

II. QUALIFICATIONS



PLANNING SERVICES

Crucial to our ability to successfully provide consistent, reliable, high-quality service is our core Historical Resources Program Team. The team presented herein has been intentionally assembled to offer the Town the best possible experience, to provide well-rounded depth that is grounded in high-quality Cultural Resource Management (CRM) and Planning work history, and to enable proficiency and capability in all work areas defined in the scope. Collectively, our team brings over 40 years of experience, with an emphasis on specifically working with local CLGs. Additionally, our project team has a varied work history that has challenged each member in different ways, uniquely qualifying our group to be capable of carrying out the complex task of creating the Historic District Updated Guidelines and Entrance Corridor Overlay Guidelines for the Town. Specifically, planners assigned to the team have experience providing both preservation planning and more interdisciplinary planning services to CLG's. Our project architect is also experienced in creating visual renderings to aid in the use of design guideline documents.

FIELD AND LABORATORY EQUIPMENT

PaleoWest infrastructure is centralized, and equipment is shared across offices coast to coast. Our corporate structure includes headquarters-based Human Resources, GIS support, Administrative personnel, the Accounting team, and IT support. Our software, hardware, truck fleet, and physical archaeological tools can support up to ten crews simultaneously.

PaleoWest offices, like that of our subcontractors, maintain ArcGIS licenses, all Microsoft suite software, Adobe suite image editing software, and other niche software for remote sensing and architectural design. Our technological hardware includes the investment in six digital data recording devices including Trimble GPS units. Additionally, eight iPads and other tablet devices are locally stored for immediate deployment on projects.

FACILITIES

We have full-time staff located in Richmond, VA with additional offices located in Tarboro, NC and Alexandria, VA as well as staff available nationwide. Since 2020, our team has adapted to an almost complete hybrid/at-home structure which allows for a broad geographic range and ability to work on multiple projects in several different geographies simultaneously.

CAPACITY TO MANAGE AND MEET PROJECT SCHEDULES

PaleoWest is well-positioned to complete all tasks associated with the project. Our streamlined process for data collection and reporting allows for the efficient transfer of data from the field to the evaluation and analysis stages. We pride ourselves on efficiency and meeting project deadlines on time. Deliverables will conform to VDHR requirements and will include all necessary GIS data sets and maps to embellish the design documents and accomplish a key goal of making the document forward facing and accessible to the public.

We understand that the project will require up to four (4) meetings for both the historic district design guidelines and corridor overlay guidelines, for a total of eight (8) meetings. Our plan is to have assigned staff attend virtual meetings, with our planners attending and facilitating any in person meetings, charrettes, and open houses. For the initial kick off meeting, we will assume virtual meetings will occur. Our team will work quickly to read and identify the needs of the Town and stakeholders for the design documents and will provide a completed draft within the timeline



in the Scope of Work (SOW). We will be able to provide responses to comments and a final draft within the timeline allotted. Our planners and project team will ensure that adequate time is spent on this project in order to complete all project milestone deliverables on time.

III. APPROACH



PROJECT UNDERSTANDING

PaleoWest understands the Town seeks a qualified consultant to revise and update the existing Smithfield Historic District Guidelines and Entrance Corridor Overlay Guidelines. The work will be performed by two professional Planners with assistance from a qualified Architectural Historian who meet or exceed the Secretary of the Interiors Professional Qualifications Standards for such work. The contract period is understood to be 6 to 9 months from the date the project is awarded.

We understand that the RFP requires two (2) separate, complete documents enforceable by the Town and in compliance with the Smithfield Zoning Ordinance and the 2022 Comprehensive Plan. A minimum of eight (8) meetings are requested per the RFP, split evenly between the historic district guidelines and overlay guidelines. Additional stakeholder meetings may be required, though in our experience these meetings can be effectively handled virtually and should not add to overall project costs.

We propose that certain aspects of the project may be combined, such as a tour of the historic district and the entrance corridors occurring on the same day. Both planners assigned to the project will be working on the historic district guidelines and the corridor overlay guidelines, with Gasparek serving as the primary for the historic district guidelines and Johnson as primary for the corridor overlay guidelines.

It is understood that the final product will consist of both physical and digital copies of the design guidelines.

WORK PLAN

As requested in the RFP, PaleoWest proposes to create two (2) separate documents – an update to the existing Historic District Design Guidelines and an update to the existing Entrance Corridor Overlays Guidelines. Both sets of documents will build upon the successful aspects of the existing guidelines, while providing up to date standards that align with Smithfield’s existing zoning ordinance, the 2022 Comprehensive Plan, and any other city regulations or codes which may impact the updated guidelines. During the initial phase of the project, Staff will conduct a literature review of existing regulations and conduct research on the existing conditions within the affected areas. Town Staff, as well as separate stakeholder groups will provide feedback on the strengths and limitations of the existing guidelines. Such feedback will allow our Staff to address the shortcomings of the existing guidelines, while providing new ideas for implementation. After an initial assessment and feedback from Town Staff and stakeholders, PaleoWest can gather additional feedback from the community through open houses, public meetings, charrettes, and surveys. Throughout this process Staff will begin drafting both documents through the use of Adobe InDesign. We propose at least three (3) drafts for each set of design guidelines before finalization of the documents.

In order to create the two separate guidelines, PaleoWest proposes the following work plan. Steps can be modified to fit within the 6-to-9-month time frame as indicated in the RFP. In order to minimize travel and other costs, we propose utilizing the work plan for both sets of design guidelines, with the scheduling of meetings occurring around the same time as much as possible.

1. Initial kickoff meeting with Town staff to gather input on existing conditions and establish objectives.



2. PaleoWest staff will gather relevant background information and perform research on the development history of Smithfield and the existing guidelines.
 3. PaleoWest staff will hold an initial public input meeting and gather feedback from the community. While in Smithfield, PaleoWest staff can tour both subject areas, collect any physical documentation not available online, and photograph both areas.
 4. After gathering public input, Staff will compile relevant information and begin creating the first drafts of the two documents.
 5. A community survey and additional public input meetings can be scheduled as needed. We propose the best time for a second public input meeting to be after an initial draft of the documents has been completed.
 6. Subsequent drafts may be presented at additional community input meetings and stakeholder work sessions.
 7. At completion of the guidelines, PaleoWest will provide the final documents and present to local bodies or commissions. A final meeting can also be scheduled as a training workshop for implementing the guidelines.
- A final electronic copy and ten (10) hard copies of the guideline documents will be submitted to Town Staff as the completion of the project



PROPOSED SCHEDULE OF DELIVERABLES

TASK	DATE
Award of Contract	February 2023
Kickoff Meeting	February 2023
Literature Review, Research	February – April 2023
Initial Public Input Meeting	March or April 2023
Site Visit to Coincide with Public Input Meeting	March or April 2023
Draft Guideline Documents	March through April 2023
1 st DRAFT	April 2023
Additional Input Meetings or Community Survey	April through July 2023
2 nd DRAFT	July 2023
Additional Input Meetings or Community Survey	July 2023 through October 2023
3 rd FINAL DRAFT	Late September or Early October 2023
Finalization of Guidelines	Early October 2023
Presentation of Finished Product and Implementation Work Session	October 2023

IV. KEY PERSONNEL



KEY PERSONNEL

The proposed PaleoWest Project Team for this project include experts in the fields of cultural resource management and planning. Our proposed team includes:

- **Caleb Gasparek**, B.S. (Preservation Planner) – Mr. Gasparek has worked in the private, public, and non-profit sectors as a planner. He has a background in preservation, transportation, and sustainability planning and has authored design guidelines, code rewrites, ordinance revisions, and most recently preservation plans.
- **Lauren Minford**, M.A. (Virginia Office Principal and Contract Manager) – Ms. Minford is the Richmond Office Principal and a Senior Archaeologist. She has a background in archaeology but has more than 17 years of cultural resource management experience. This experience includes contract and project management, client coordination and communication, and compliance and communication with local, state, and federal agencies and regulations.
- **Helen Juergens**, M.A., M. Arch (Architectural Historian) – Ms. Juergens is a Principal Investigator and Senior Architectural Historian with twelve years of experience in cultural resources, involving both archaeological and architectural investigations. Ms. Juergens has a background in writing Architectural Renderings, Historic Structure Reports, Cultural Landscape Reports, and National Register nominations.
- **Meredith Johnson**, M.S. (Principal Planner, Subconsultant) – Ms. Johnson is the owner of Johnson Planning & Preservation, LLC, a woman-owned urban planning firm located in Central Texas. She has over eight years of experience in preservation planning and land-use planning and has worked on code rewrites, zoning ordinance revisions, and comprehensive planning documents.

Both **Gasparek** and **Johnson** will be the primary authors of the design guideline documents and facilitate any charrettes or public meetings. The team meets or exceeds the Secretary of the Interior's Professional Qualifications Standards Code of Federal Regulations, CFR Part 61 in their respective fields. WE BRING A COMBINED FORTY (40) YEARS of professional experience to the project. Below, please find resumes for the above-mentioned project team.



RESUMES OF KEY PERSONNEL

CALEB GASPAREK, B.S.

Preservation Planner and Project Manager

EDUCATION

M.S., Sustainability, Texas State University, San Marcos, TX, 2023.

B.S., Urban Geography, Heritage Studies, Texas State University, San Marcos, TX, 2016

YEARS OF PROFESSIONAL EXPERIENCE

6+

PROFESSIONAL AFFILIATIONS

National Trust for Historic Preservation American Planning Association (Texas)

U.S. Green Building Council

National Alliance of Preservation Commissioners

Caleb Gasperek has over 6 years of experience in the public, private, and non-profit sectors practicing both preservation and long-range planning. Gasperek's work includes authoring citywide preservation plans, authoring historic design guidelines, Section 106 review, conducting historic resource surveys, and long-range neighborhood planning. Previously he served as the Historic Preservation Officer (HPO) for the City of New Braunfels, Texas where he managed the city's historic preservation program.

Gasperek brings a cross-disciplined approach to preservation from his experience working with private entities, local and state governments, and non-profits. He has been involved in preservation projects in Texas, Colorado, New Mexico, Alabama, California, Connecticut, and Virginia. Furthermore, Gasperek is particularly experienced with city review processes, ordinances and regulations, historic design review, preservation planning, and district design guidelines from his time as the Preservation Planner for PaleoWest and as HPO of New Braunfels, TX.

SELECT PROJECT EXPERIENCE

Town Preservation Plan, Westport, CT. *Associate Preservation Planner (ongoing).* Gasperek served as the Preservation Planner who authored Westport's first town-wide preservation plan. The preservation plan will primarily address the large number of demolitions occurring within the city, as well as identifying new areas of town for future surveys and other preservation efforts.

City Preservation Plan, Danville, VA. *Associate Preservation Planner (ongoing).* Gasperek served as the Preservation Planner who authored Danville's first city-wide preservation plan. The preservation plan will primarily address the legacy of Jim Crow laws and segregationist planning practices that shaped the city throughout the 19th and 20th centuries. Other points addressed include expanding the number of historic districts and providing new incentives for the protection of historic structures.

Prattville Historic District Design Guidelines, Prattville, AL. *Associate Preservation Planner (2022).* Gasperek served as the Preservation Planner who worked with the City of Prattville, Alabama to update the design guidelines for the Prattville Historic District. The project involved working with the city, Preservation Commissioners, and members of the community to provide an update to the district's nearly 15-year-old guidelines. The newly adopted guidelines address both commercial and residential renovations, demolitions, and infill construction within the Prattville Historic District.

Historic American Building Survey of Bureau of Indian Affairs Schools, Various Sites, AZ & NM. *Associate Preservation Planner (Ongoing).* Gasperek helped to prepare HABS forms for BIA school



buildings and structures throughout New Mexico and Arizona for the Navajo Nation. Duties included archival and historical research and documentation of historic sites and structures associated with the BIA program that established Native American boarding schools throughout the Navajo Nation in the 19th and early 20th century.

Chemehuevi Cemetery & Burial Grounds NRHP Nomination, Twenty-Nine Palms, CA. *Staff Preservation Planner (2022).* Gasperek conducted research and provided the client with prepared forms for nominating the proposed Chemehuevi Cemetery & Burial Grounds for submission to the National Register of Historic Places. The project site included a circa 1850 burial grounds of the Chemehuevi and Serrano Native Americans of California.

Unified Development Code, New Braunfels, TX. *Historic Preservation Officer (2019–2021).* While serving as the HPO for the City of New Braunfels, TX, Gasperek worked with the consulting firm Clarion Associates to update the city's ordinance into the first unified development code. The project involved updating the Historic Preservation ordinance from 1996, as well as the Planning and Zoning portion of the code which saw its last update in 2006. The project involved several stakeholders from the development community, local commissions, and the public. Gasperek conducted public meetings and walking tours of local historic districts to gather input from residents and assisted with regular city council and commission updates.

Historic Preservation Ordinance, New Braunfels, TX. *Historic Preservation Officer (2019–2021).* From his time as the HPO, Gasperek worked with the local Preservation Commission, City Staff, and residents of the 4 local historic districts to update the process and procedures for the city's nearly 30 year Preservation Ordinance. He helped to streamline outdated processes, create updated certificates of appropriateness and other historic district applications, and established a design review subcommittee for each of the local historic districts.

Downtown Historic District Overlay, New Braunfels, TX. *Historic Preservation Officer (2019).* Gasperek worked with developers and architects to create a design overlay for the downtown historic district in New Braunfels, TX. The overlay created guidelines for the rehabilitation and renovation of existing historic structures, as well as provided a set of regulations for new development in the downtown historic district.

Capitol Hill and City Park Historic Resource Survey, Denver, CO. *Historic Building Surveyor (2018–2019).* Gasperek worked with Discover Denver to survey the historic Capitol Hill and City Park neighborhoods of Denver. He completed 20+ in-depth architectural surveys and historic context reports for various residential and commercial buildings on behalf of Discover Denver for the city of Denver's Historic Preservation planning department.



LAUREN MINFORD, M.A., RPA

Office Principal and Contract Manager

EDUCATION

M.A., Anthropology,
emphasis in bioarchaeology,
East Carolina University,
Greenville, NC, 2014

BA, Archaeology, University
of North Carolina-Greensboro,
Greensboro, NC, 2006

YEARS OF PROFESSIONAL EXPERIENCE

17

REGISTRATIONS / CERTIFICATIONS

Registered Professional
Archaeologist, (RPA) No.
28818491

Section 106, National
Preservation Institute

OSHA 10 Hour Construction
ClickSafety Credential ID
17050684

PROFESSIONAL AFFILIATIONS

Society for American
Archaeology

Mid-Atlantic Archaeology
Conference

Ms. Minford has 17 years of experience in cultural resource management, with a research focus on the bioarchaeology of prehistoric coastal populations in the eastern United States. She has extensive experience in all phases of archaeological investigations (Phase I, II, and III), as well as public archaeology, remote sensing, artifact analysis, archaeological site and historic structure assessment and mitigation, and site management. Through her background in cultural resource management archaeology, she has experience with and has received formal training in Native American consultation, Section 106 and 110 of the National Historic Preservation Act (1966), and the Archaeological Resources Protection Act (1979). She is thoroughly familiar with the history and prehistory of the eastern United States.

Ms. Minford's has worked in Jordan (Petra), Greece (Crete), and all over the Southeast and Mid-Atlantic including Alabama, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, New Jersey, North Carolina, South Carolina, Tennessee, Virginia, and West Virginia. Ms. Minford has conducted work on a variety of projects for the U.S. Forest Service, the U.S. Army Corps of Engineers, the Tennessee Valley Authority, Fort Polk in Louisiana, Fort Bragg in North Carolina, Redstone Arsenal in Alabama, Florida Department of Transportation, Maryland Transportation Authority, the North Carolina Department of Transportation, the Tennessee Department of Transportation, Texas Department of Transportation, and numerous telecom clients, and private clients.

SELECT PROJECT EXPERIENCE

Gaston Solar Farm Phase I Survey, Northampton County, NC. *Senior Archaeologist and Principal Investigator (2022).* Ms. Minford oversaw the Phase I survey of approximately 1,500 acres in Northampton County, NC. Work included project planning, fieldwork oversight, and reporting, as well as coordination with the North Carolina Office of State Archaeology. Client: SunEnergy1.

Holland Road Cemetery Delineation Project, Wake County, NC. *Principal Investigator (2021).* Ms. Minford oversaw the cemetery delineation and recordation that included documentation of visible headstones and depressions, measurements, generation of a cemetery map, GPR, and creating a buffer around the cemetery to ensure an accurate boundary for avoidance ahead of residential development. Client: BGE, Inc.



Archaeological Consultant Services for City of Fredericksburg, Fredericksburg, VA. *Archaeological Consultant (2021-2022).* As the archaeological consultant for the City of Fredericksburg, Ms. Minford review proposed construction plans within the city limits for possible archaeological resources and/or archaeology potential. Additionally, the work includes proposing and executing different levels of archaeological investigations for the city. Client: City of Fredericksburg

Archaeological Consultant Services for City of Frederick, Frederick, MD. *Archaeological Consultant (2017-2022).* As the archaeological consultant for the City of Frederick, Ms. Minford review proposed construction plans within the city limits for possible archaeological resources and/or archaeology potential. Additionally, the work includes reviewing reports from other archaeologists, public relations, and other tasks. The work involves background research involving historical maps, archival research, and site file searches. Client: City of Frederick

Reconnaissance, Phase I, and Phase II Evaluation of Sites for Otterdale Road Drainage Improvement Project, Chesterfield County, VA. *Senior Archaeologist and Principal Investigator (2021).* Ms. Minford oversaw the multi-phase archaeological investigation conducted for Chesterfield County ahead of drainage improvements at three locations. Work conducted included a reconnaissance survey, Phase I intensive survey, and Phase II evaluation of potentially eligible NRHP Woodland period sites. Work included project management, directing the fieldwork, and weekly coordination with the county. Fieldwork included reconnaissance survey and documentation, shovel testing, site delineations, test unit excavations, and site mapping. Client: Chesterfield County

Phase III Data Recovery at Site 44KG0171, Barnesfield Plantation in King George County, Virginia. *Senior Archaeologist and Principal Investigator (2020).* Oversaw the Phase III data recovery of a multicomponent NRHP-eligible Woodland and Eighteenth to Nineteenth Century site at the request of MDTA. Work included project management, directing the fieldwork, and providing weekly management summaries. Fieldwork included test unit excavation, mechanical stripping and monitoring, excavation of features, and site mapping. Client: MDTA

Archaeological Survey for Proposed Henricus Park Access Project in Chesterfield County, Virginia. *Senior Archaeologist and Principal Investigator (2020).* Archaeological survey conducted for Chesterfield County for the proposed Henricus Park Access from Henricus Park to Corporate Village Parkway. Supervised the survey, produced subsequent report of findings, and recommendations. Client: Chesterfield County

Phase IA Archaeological Reconnaissance survey for Proposed Pierson Drive Industrial Road Access, Spotsylvania County, Virginia. *Senior Archaeologist and Principal Investigator (2020).* Archaeological reconnaissance survey for proposed two-lane public road extending off of Pierson Drive. Conducted the survey, produced subsequent report of findings, and recommendations. Client: Spotsylvania County



HELEN JUERGENS, M.A., M.ARCH.

Senior Archaeologist and Architectural Historian

EDUCATION

M.A., New York University, 2014

M. Arch., Tulane University, 2008

YEARS OF PROFESSIONAL EXPERIENCE

12

PROFESSIONAL AFFILIATIONS

Register of Professional Archaeologists
2016

Society for American Archaeology

American Institute of Archaeology

New York Archaeological Council

Professional Archaeologists of New York
City (PANYC)

Helen Juergens is a Principal Investigator with twelve years of experience in cultural resources. She is an architectural historian with a graduate degree in architecture. She has supervised documentation, survey, and nomination projects at multiple scales across the U.S., with an emphasis on the Northeast and Southeast. Ms. Juergens has experience in all phases of fieldwork and is knowledgeable about regulations in multiple states.

Her architectural background features proficiency in archival research, architectural documentation, evaluation of significance, integrity assessments, and mapping. Ms. Juergens conducts architectural surveys and historic research with a focus on building diversity and inclusion in the discipline.

SELECT PROJECT EXPERIENCE

Memorex Historic Mitigation Services, Santa Clara, CA. Architectural Historian (2022). Provided services to mitigate adverse effects, pursuant to the California Environmental Quality Act, to the old Memorex Headquarters building, a National Register of Historic Places (NRHP) eligible property. Drafted a set of measured elevation and ground plan drawings to document the historic structure ahead of demolition. Client: Rob Morris, Skybox Datacenters

Historic Properties Survey of Hastings, St. Johns County, FL. Principal Investigator (2021). Lead a team of experts to conduct a historic properties survey for Hastings and St. Johns County in fulfillment of a Florida Division of Historical Resources grant. Responsible for conducting research, selecting 350 qualified historic properties, supervising fieldwork, and completing a comprehensive report including submissions to the Florida Master Site File. Client: St. Johns County

Historical Structure Survey of Houston County and Dauphin Island, Houston County and Mobile County, AL. Architectural Historian (2020-Ongoing). Large, multi-phase survey of historic structures. Responsible for historic research and property selection, and fieldwork, completion of survey report, and complete structure forms. Client: Alabama Historical Commission

Easthampton Main Street Extension Survey, Easthampton, MA. Principal Investigator (2021). Intensive level survey of 100 historic resources in the downtown area of the City of Easthampton. Responsible for all phases of work from research, property selection, field survey, reporting, and submission of intensive-level MHC structure forms. Client: Easthampton Historical Commission, Massachusetts Historical Commission



Community Memorial Hospital NR Eligibility, Hamilton, NY. *Principal Investigator (2021).* Evaluated historic hospital structure for eligibility for listing on the National Register of Historic Places and authored report submitted to the NY SHPO. Client: Terracon, USDA

Yorktown Historic Homes, Yorktown, VA. *Principal Investigator (2020-2021).* Phase I & II archaeological survey to support design and construction of waterproofing systems for Yorktown Historic homes at Colonial National Historical Park. Directed field efforts, cataloged artifact assemblage under ICMS protocols, and authored report. Client: NPS

Creque Marine Railway Cultural Resource Survey and Historic Structure Report, St. Thomas, US Virgin Islands. *Architectural Historian (2019-2020).* Lead a team of experts to conduct a historic and structural survey of a 19th century marine railway structure for the National Park Service. Responsible for recording and drafting a new set of measured current condition drawings and proposing multiple options for future management of the property. Client: NPS

City of Montgomery African American Civil Rights Historic Structure Survey, Montgomery, AL. *Architectural Historian (2019-2020).* Research, survey, and preservation planning for the City's Civil Rights-era neighborhoods consisting of 2000 19th and 20th century commercial, residential, and public buildings. Responsible for archival research and research design for a large survey team recording both original architectural components and episodes of historic and modern renovation. Client: City of Montgomery Planning Department

Jacksonville Underrepresented Communities National Register of Historic Places Nominations, Jacksonville, FL. *Architectural Historian (2018-2019).* Research, architectural survey, and preparation of State site file forms for historic African American neighborhoods and cemeteries in the City of Jacksonville. Drafted National Register forms for the nomination of several significant structures designed by prominent local African American architects. Client: City of Jacksonville

Architectural Survey for National Register Property Nominations in Downtown Hartington, NE. *Architectural Historian (2018-2019).* Research, survey, and documentation of structures in the historic downtown area consisting of 50 late 19th and early 20th century commercial and residential buildings. Responsible for archival research, survey fieldwork, structure recording, and documentation drafting, recording both original architectural components and episodes of historic and modern renovation. Client: History Nebraska

Wakulla County Coastal Resources Survey, Wakulla County, FL. *Architectural Historian (2021).* The Wakulla County Coastal Resources Architectural survey was an intensive level survey of historic buildings located in the coastal communities of Wakulla County. The survey encompassed 226 buildings and each building was assessed for individual eligibility on the National Register of Historic Places and potential eligibility within historical districts. Recorded the structures, made determinations of eligibility, and coordinated and contributed to the survey report. Client: Wakulla County

Downtown Winter Garden Historic Survey Update, Orange County, FL. *Architectural Historian (2021).* The Downtown Winter Garden Historic Survey Update was an intensive level survey of the existing Downtown Historic District and adjacent areas. The survey encompassed 206 buildings and each building was assessed for individual eligibility on the National Register of Historic Places and potential eligibility within historical districts. Recorded the structures, made determinations of eligibility, and coordinated and contributed to the survey report. Client: City of Winter Garden

Meredith Johnson



(215) 789-1901



meredith@johnsonplanning.com



Austin, TX

EDUCATION

MASTER OF SCIENCE
Historic Preservation
University of Pennsylvania

BACHELOR OF SCIENCE
Urban & Regional Planning
Texas State University

SKILLS

Adobe Creative Suite
AutoCAD, SketchUp, Revit
ArcGIS, QGIS, Geoanalysis
Budget Management
Building Pathology
Community Engagement
Comprehensive Planning
Cultural Resource Surveys
Data Collection, Management
Digital Content Creation
Grant Writing
Graphic Design, Web Design
Heritage Tourism
Material Investigations
National, Local Nominations
Program Impact Measurement
Project, Team Management
Stakeholder, Partner Relationships
Zoning, Land Use Research

AWARDS

Temple University
2021 | AED Lectures and Exhibits
Grant for Urban Design

University of Pennsylvania
2018 | Robin M. Beckett Travel Fund

Texas Chapter, APA
2018 | Project Planning Award:
Development Code Update
2015, 2016 | Planning Excellence
2015 | Community of the Year

EXPERIENCE

Owner | Johnson Planning & Preservation LLC

February 2020 - Present | Austin, Texas

My goal is to strengthen the intersection of architectural history and urban planning through an examination of contemporary develop patterns as anticipated by a zoning codes, long range plans, and distinct area plans.

By utilizing both preservation tools, such as materials analysis and archival research, with urban planning methods, like zoning effectiveness and community engagement, JPP is poised to be one of the leading female-owned preservation-planning firms in central Texas.

Past Projects:

2022 City of Taylor Zoning Code Re-Write, Historic Preservation Specialist
City of Hutto Comprehensive Plan Downtown, Historic Preservation Specialist
City of Georgetown Historic Preservation Planning Consultant
2021 Planetizen Instructor, *Historic Preservation for Urban Planners*
Kasa Living, Inc, Legal and Regulatory Analysis Consultant
2020 Tacony Community Development Corporation Special Projects Consultant

Pro Bono Work:

2022 City of San Marcos Historic Preservation Month, Speaker
Texas Downtown Speaker, *Preparing Downtown for Developers & Investors*
2020 South Street Headhouse District COVID-19 Re-Opening Plan and Design Guide

Adjunct Professor | Temple University, Tyler School of Art

January 2019 - May 2022 | Philadelphia, Pennsylvania

Courses: *People, Places, and Environment* - Undergraduate, General Education
Planning Analysis - Undergraduate, Required, Community Development
Urban Form & Design - Graduate, Elective, City & Regional Planning

Adjunct Professor | Rutgers University MARCH

January 2020 - May 2022 | Camden, New Jersey

Courses: *Preservation Planning* - Continuing Education course for a Preservation Certificate

Executive Director | East Falls Development Corporation

April 2019 - February 2020 | Philadelphia, Pennsylvania

In the time with this 501(c)3 non-profit organization, I increased the organization's transparency to the neighborhood, more than doubled event participation, and decreased storefront vacancy along the commercial corridors by more than 20%.

- Established the neighborhood's first Commercial Corridor Cleaning program
- Planned public space improvements, issued RFPs, managed project budgets
- Procured over \$50,000 of grants to fund street cleaning and events
- Managed over 30 volunteers across six committees and the Board
- Organized neighborhood events, procured local business sponsorship

Meredith Johnson



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meredith@johnsonplanning.com



Austin, TX

PUBLICATIONS

Fall 2021 | Planetizen Courses
Historic Preservation for Urban Planners series

Spring 2019 | Master of Historic Preservation Thesis: *Form Regulation Practices to Address New Construction in Historic Districts*

Fall 2018 | Strawberry Mansion, Philadelphia: *Tactical Preservation and Community Development*

Spring 2018 | Cuenca, Ecuador: *Conservation and Development of Urban Heritage Sites in Small to Medium Sized Cities*

Fall 2017 | University City, Philadelphia: *Contemporary Design in Historic Settings*

AFFILIATIONS

Downtown Texas
President's Award Judge, 2022

Pennsylvania Chapter, APA
Conference Speaker, 2020, 2021

Women Led Cities
Conference Volunteer, 2018

Future Cities Competition
Presentation Judge, 2017

Texas Chapter, APA
Emerging Planners Mentorship Program, Leader, 2016
Award Selection Committee, 2015

Washington Chapter, APA
Conference Research Committee, 2014

EXPERIENCE

Graduate Research Assistant | University of Pennsylvania, School of Design

August 2017 - August 2018 | Philadelphia, Pennsylvania

I assisted in creating an interactive web-map, digital archive, oral history transcription, and website for an on-going neighborhood research project, Preserving Society Hill: pennds.org/societyhill

- Geocode historic parcel data, historic photos, and oral histories using ArcGIS
- Digitized oral histories for the website and managed the transcriptions
- Provided support for additional archival research, project coordination, website

City Planner | City of Buda

March 2015 - August 2017 | Buda, Texas

As the only city planner, I managed all development meetings, including entitlement negotiations and feasibility studies. I approved all development plans, from subdivisions to single houses. Additionally, I streamlined the entire permitting process to reduce the number of reviews per project and created a monthly newsletter to inform citizens on the status of private and public projects.

- Created and ran the city's first Sustainability Commission
- Updated Unified Development Code, included first form-based code sections
- Managed two employees and collaborated directly with four department leads
- Managed three volunteer commissions and two advisory committees
- Assisted Texas Historical Commission to establish the first Main Street Department
- Technical advisor to regional transit authority regarding funding allocations for multi-million dollar regional and local transportation projects, policy updates
- Re-designed Senior Transportation Program by procuring a grant to purchase an accessible van, update routes and fund future van maintenance
- Daily tasks included public policy analysis, legal interpretation, and GIS spatial analysis

Land Use and Permit Specialist | City of Seattle

May 2014 - March 2015 | Seattle, Washington

While at the City of Seattle, I reviewed over 300 land development permit applications and coordinated 80 pre-application meetings to discuss the regulations and permitting process.

- Managed, interpreted City and County GIS data
- Drafted first micro-housing ordinance
- Oversaw sustainable practices at a project level
- Wrote and published documents to improve the public's understanding of permit processes, Land Use codes, and environmental regulations

Planning and Land Acquisitions Specialist | Vista Land Planning

January 2014 - March 2014 | Leander, Texas

Project-based role in the private sector to provide code knowledge and design skills.

- Wrote, edited reports used to consult cities during TxDOT land acquisitions
- Designed multi- and single-family site development plans for clients
- Conducted land analysis for potential development sites
- Created 3D models using CAD software to help stakeholders visualize projects

V. CLIENT REFERENCES



CLIENT REFERENCES

1.

PRATTVILLE HISTORIC DISTRICT DESIGN GUIDELINES UPDATE

Name and Address of Contracting Entity

Scott Stephens
Planning & Development Services Director
102 West Main Street
Prattville, AL 36067

Brief Overview and Duration, of Project Principal Client (Name) and Phone Number

Update to the 2007 Residential and Commercial design guidelines for the Prattville Historic District. Project took place March to September of 2022.

T: 334.595.0500

E: scott.stephens@prattvilleal.gov

2.

DANVILLE PRESERVATION PLAN

Name and Address of Contracting Entity

Renee Burton
Division Director of Planning
PO Box 3300
Danville, VA 24543

Brief Overview and Duration, of Project Principal Client (Name) and Phone Number

Provide the city of Danville, VA with a comprehensive preservation plan to guide planning efforts within the city for the next 20 years. Project has been ongoing since September of 2023 with an end date of mid-year 2023.

T: 434.799.5260 x2502

E: burtotr@danvilleva.gov

3.

MONTGOMERY CIVIL RIGHTS HISTORY PLANNING PROJECT

Name and Address of Contracting Entity

Robert Smith
Director of Planning
25 Washington Avenue
Montgomery, AL 36104

Brief Overview and Duration of Project, Principal Client (Name) and Phone Number

PaleoWest staff documented over 2,300 historic buildings in Montgomery, AL and contextualized them within the Civil Rights Movement. Digital tools such as GIS software



and storymaps were utilized to raise public awareness of important Civil Rights properties.

T: 714.481.8041

E: rsmith@montgomeryal.gov

VI. SAMPLE PROJECTS



SAMPLE PROJECTS



DANVILLE CITYWIDE PRESERVATION PLAN

Danville, VA

In 2022, PaleoWest was selected by the City of Danville, VA to provide a comprehensive citywide preservation plan, the first such plan in Danville. The purpose of the preservation plan was to create a set of goals and strategies for protecting cultural and historic resources within the city, and to provide city officials and local commissioners with a set of strategies for the enhancement of historic preservation in Danville. Specific goals of the project included undoing the legacy of Jim Crow, protecting existing historic resources while identifying new ones, and creating new incentives and policies for preserving the city's historic building stock. PaleoWest staff began the project by working with city officials and members of the steering committee to identify the strengths and weaknesses of existing preservation efforts. A public open house was conducted in early December 2022 to gather feedback from the community.

Staff is currently in the process of creating the first draft of the preservation plan based off feedback from the steering committee, city officials, and members of the public. PaleoWest will be conducting an online survey in early 2023 to gather additional feedback from the public once the initial goals and policies have been revised.

Ben DiBiase, M.A. is serving as the Project Manager. Caleb Gasperek is acting as the Preservation Planner for the project.

CLIENT

City of Danville

TOTAL PROJECT COST

\$23,600.00

PROJECT DATES

Sept 22 - Ongoing



PRATTVILLE HISTORIC DISTRICT GUIDELINES UPDATE

Prattville, AL

In 2022, PaleoWest was selected by the City of Prattville, AL to provide an update to the city's residential and commercial design guidelines for the Prattville Historic District. PaleoWest staff conducted a reconnaissance survey of existing residential and commercial structures within the district with the purpose of evaluating where gaps in the existing guidelines had created undesirable development outcomes. PaleoWest architectural

historians and preservation planners then provided a comprehensive update to both residential and commercial guidelines, combining the two documents and created a more user-friendly experience for residents, contractors, and developers. Staff updated the existing guidelines by adding additional content built upon historic preservation best practices and ensured that the new guidelines are in sync with Prattville's 2021 unified development code (UDC).

Staff presented to members of the community in July of 2022 with the purpose of gathering feedback of the initial draft of the updated guidelines. Additional feedback was sought from the public through postcards sent out to district residents and business owners. Staff then provided a training to city staff and members of the local Preservation Commission in September 2022 for how the new guidelines are to be used and implemented.

Kevin Gidusko, M.A., RPA and Ben DiBiase, M.A. served as the Project Manager. Caleb Gasparek served as the Preservation Planner for the project.

CLIENT

City of Prattville

TOTAL PROJECT COST

\$19,897

PROJECT DATES

March to September 2022



DEVELOPMENT CODE REWRITE AND INAUGURAL PRESERVATION ORDINANCE

Taylor, TX

The City of Taylor contracted Simplecity Design, with Johnson Planning and Preservation as the preservation planning consultant, to rewrite the zoning code for the entire city as a form-based code. Initially, Johnson Planning was hired to consult on the new code's treatment of the historic neighborhoods. Taylor's downtown has seen little change since the 1970s, but the construction of Samsung's new semiconductor facility is anticipated to inject the region with rapid development. The City quickly realized they will need a preservation ordinance to ensure context-sensitive protections with the impending development influx. The project scope was expanded to include Taylor's first preservation ordinance.

CLIENT

City of Taylor

TOTAL PROJECT COST

\$20,000

PROJECT DATES

March 2022 to March 2023

The Project Team worked closely with City Staff and city-wide stakeholders through in-person meetings, online surveys, and creative events to create a preservation ordinance that suited the specific needs of Taylor and works seamlessly with the new form-based development code. An emphasis was placed on maintenance, demolition by neglect, and positive enforcement measures.

The new form-based development code and the proposed preservation ordinance will both begin the adoption process in February 2023. For reference, the entire project and document drafts can be viewed at: www.taylor.konveio.com

VII. PRICING



PRICE BREAKDOWN

In order to minimize costs, PaleoWest proposes utilizing a similar workplan for both sets of design guidelines as detailed in the project work plan. Virtual meetings should also be utilized when possible, to reduce travel costs and lodging, though public input meetings should be held in person in order to promote transparency between the Town, PaleoWest, and residents of Smithfield. When possible, public input meetings for the two design guidelines can be scheduled at nearby dates to reduce travel and lodging costs. We also propose to utilize web surveys to reduce costs associated with postcards and other mailings. Tours of the two areas should also be scheduled around public input meetings while PaleoWest staff are in Smithfield as a way of further reducing costs. The total cost for producing both the Historic District Guidelines and updated Entrance Corridor Overlay Guidelines is **\$45,000**. An approximate breakdown of cost can be found in the table below.

TASK	COST BREAKDOWN
Literature Review, Research	\$1,500
Public Outreach	\$1,500
Historic District Design Guidelines	\$19,000
Entrance Corridor Overlay Guidelines	\$20,000
Travel, Lodging	\$1,500
Administrative	\$500
Project Review	\$1,000
Total Cost	\$45,000

VIII. REQUIRED FORMS



REQUEST FOR PROPOSAL DOCUMENT

The required Request for Proposal Document follows this page.



TOWN OF SMITHFIELD

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REQUEST FOR PROPOSALS

RFP #22-006

December 7, 2022

Town of Smithfield

310 Institute St

Smithfield, VA 23430

<https://www.smithfieldva.gov/>

Historic District Guidelines and Entrance Corridor Overlay Guidelines Update

Sealed Proposals, subject to the conditions and instructions contained herein, will be received at the above office until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: To provide professional planning services in order to complete an update of the Town of Smithfield's Historic District Guidelines and Entrance Corridor Overlay Guidelines.

Proposal Due: January 6, 2023, at 5:00 PM

Contract Officer: Lesley King, Purchasing Officer, lking@Smithfieldva.gov

****AN ELECTRONIC RESPONSE IS REQUIRED****

The Purchasing Agent, Lesley King, is the sole contact official for the Town of Smithfield with respect to this RFP. All questions and/or comments should be directed to her at this email address: lking@smithfieldva.gov. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the Town regarding this RFP. Any such unauthorized contact may disqualify the bidder from the procurement.

Company Name: PaleoWest, LLC

Address: PO Box 75062

City / State / Zip: North Chesterfield, VA 23236

Telephone: 336.402.6631 FAX No.: _____

E-mail: LMinford@paleowest.com

Print Name: Lauren Minford Title: Office Principal

Signature: Lauren Minford Date: 1.6.22

COMMUNITY DEVELOPMENT & PLANNING DEPARTMENT

310 Institute St, PO Box 246 / Smithfield, VA 23431 / 1-(757)-365-4200 / Fax 1-(757)-357-9933

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SOLICITATION DOCUMENTS

Request for Proposals (RFP) documents, including any addenda, are available the Purchasing website: <https://www.smithfieldva.gov/> or on the Commonwealth's bid board (eVA) <http://eva.virginia.gov/>. Questions concerning this project must be in writing (email is preferred) and addressed to the Purchasing Agent, as shown on page one, and should be received no later than December 30, 2022. Email is the preferred method for asking question and will get a faster response, but other written forms are acceptable.

Offers should be sent as a .pdf attachment to lking@smithfieldva.gov and copied to tlary@smithfieldva.gov. The electronic submittal shall be 150 MB, or less, saved as a .pdf document and should conserve disk space to allow easy transfers of data.

QUESTIONS

Questions pertaining to this RFP should be directed to the Purchasing Division, Lesley King, Purchasing Agent, lking@smithfieldva.gov, not later than **December 30, 2022 by 5:00 p.m.** All questions must be submitted *in writing*; telephone inquiries will not be considered.

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THE PROJECT MANAGER AS SOON AS POSSIBLE.

We do not have means to keep a plan-holders list, or the names of firms that have downloaded copies of the RFP from various websites. Please check the Town's website prior to submitting your proposal to ensure that a complete up-to-date package has been received.

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers, if the offer is accepted within one hundred and twenty (120) calendar days from the date of the receipt of proposals, to furnish any or all of the items and/or services upon which prices are quoted, at the price set, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals, and is authorized to contract on behalf of firm.



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1. GENERAL

The Town of Smithfield is seeking proposals from qualified and properly licensed architectural firms and / or planning consulting firms who specialize in planning, architectural history, and / or cultural resources management to revise and update the existing set of design guidelines for the Town of Smithfield's Historic District Guidelines and Entrance Corridor Overlay Guidelines for the Community Development & Planning Department. The resulting Historic District Guidelines should be a detailed and cohesive set of design guidelines, consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties. Offerors should be able to provide all services referenced herein or assemble a team which can do so.

Items listed in the Scope of Services' paragraph are minimum requirements which shall be provided as part of this contract. However, conditions of the planning process may dictate more extensive service provision in order to ensure compliance with VDOT and other necessary review agencies.

Services provided within this Request for Proposals (RFP) will require coordination with other Town departments as well as outside agencies for information and review of the plan.

2. CONTRACT PERIOD

The contract period shall be from the date of award, (approximate date of a resulting contract to be February, 2023) through completion of the project, which shall be defined as approval of the plan by all outside reviewing agencies, the Planning Commission and Town Council and the provision of final copies of the plan in hard copy and digital format to the Community Development & Planning Department. It is expected the project may take 6-9 months.

NOTE: The Town operates on a fiscal year from July 1 through June 30. Purchase orders are good through the end of a current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the current contract period and subsequent renewal periods.

3. PURPOSE/ HISTORY

It is the intent of this RFP to have the successful firm supply two complete, enforceable, in compliance with all aspects of the Smithfield Zoning Ordinance and 2022 Comprehensive Plan, and adoptable design guidelines for the Historic District and Entrance Corridor Overlay Districts, both documents have not been updated since 2005.



TOWN OF SMITHFIELD

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The Town of Smithfield also reserves the right to complete, at any time during this project, any portion(s), phase(s), or aspect(s) of the project itself or by using more than one architectural firm during any portion(s), phases(s), or aspect(s) of the Project. The Town of Smithfield may exercise its rights hereunder without having to reissue an RFP.

4. SCOPE

4.1 – Update Existing Historic District Guidelines

The project scope of services includes the following four meetings:

Initial Meeting with Staff and Project Team:

- The Town will schedule a meeting with the consultant before work begins to discuss the scope of work, methodology, schedule and other matters as necessary.

Public Meetings and Citizen Engagement:

- The Town will also schedule an initial public meeting with the consultant to introduce the project to the public and receive public comment. This may be part of a regularly scheduled BHAR meeting.
- The Consultant will coordinate with Town Staff and the Project Team on additional public meetings that may need to be scheduled during the project.
- The Consultant will be required to make a public presentation to summarize the final design guidelines.

Design Guidelines- The Consultant shall:

- Collect and review any pertinent existing studies as needed besides the existing guidelines to possibly include plans, zoning information, histories, photographs, National Register nominations and maps from the planning staff or other sources
- Tour the historic district with staff in order to understand the issues and architectural character of Smithfield.
- Discuss in depth, the reasons, issues and expectations of this revision of the guidelines. Review the existing guidelines with staff and the Project Team to better determine what changes are needed, what new topics need to be covered and how existing processes, information and chapters need to be reorganized.
- Discuss the role of stakeholders in the process and the public outreach approach to ensure that all affected parties are represented in the project including property owners, neighborhood groups, merchants, institutions and other agencies. Consider use of on-line surveys, in-depth interviews, workshops with break-out groups, etc. Discuss with staff and others as needed.
- Meet with the Board of Historic and Architectural Review and Project Team to introduce the project, review scope of work and schedule, and share a sample table of contents. Gain their perspective on the changes needed to the guidelines.

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- Conduct work sessions with the BHAR to present material descriptions and tangible sample material products.

4.1.1: DELIVERABLE: UPDATED HISTORIC DISTRICT GUIDELINES

The first finished product will be design guidelines that are intended to assist property owners, developers, and contractors as they plan new development, redevelopment, or alterations to their properties. The guidelines will contain the procedures, standards, and imagery necessary to ensure proper preservation, restoration, rehabilitation, and reconstruction of historic structures and cultural landscapes within the Historic District. The design guidelines will serve as the primary resource for property owners conducting any reconstruction, rehabilitation, or restoration in the Historic District. In addition, they will provide a guide for the Board of Historic and Architectural Review (BHAR) to use in decision making and for the Community Development Department's Office of Planning and Zoning to use when reviewing alterations to any historic structures or properties.

- Written to assist in the protections of Town of Smithfield's heritage resources, while supporting planning and development in the District which reflects the unique character of Town of Smithfield and supports a thriving commercial downtown.
- The Consultant shall provide the Town with ten (10) bound copies of the draft Design Guidelines, plus ten (10) bound copies of the Final Design Guidelines. The Design Guidelines shall also be provided in digital format so that the Town may make future additions, changes, and incorporate the guidelines into the Town of Smithfield website.

4.2 – Update Existing Entrance Corridor Overlay Guidelines

The project scope of services includes the following four meetings:

Initial Meeting with Staff and Project Team:

The Town will schedule a meeting with the consultant before work begins to discuss the scope of work, methodology, schedule and other matters as necessary.

Public Meetings and Citizen Engagement:

- The Town will also schedule an initial public meeting with the consultant to introduce the project to the public and receive public comment. This may be part of a regularly scheduled PC meeting.

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- The Consultant will coordinate with Town Staff and the Project Team on additional public meetings that may need to be scheduled during the project.
- The Consultant will be required to make a public presentation to summarize the final design guidelines.

Design Guidelines- The Consultant shall:

- Collect and review any pertinent existing studies as needed besides the existing guidelines to possibly include plans, zoning information, histories, photographs, National Register nominations and maps from the planning staff or other sources.
- Tour the Entrance Corridor District with staff in order to understand the issues and architectural character of Smithfield.
- Discuss in depth, the reasons, issues and expectations of this revision of the guidelines. Review the existing guidelines with staff and the Project Team to better determine what changes are needed, what new topics need to be covered and how existing processes, information and chapters need to be reorganized.
- Discuss the role of stakeholders in the process and the public outreach approach to ensure that all affected parties are represented in the project including property owners, neighborhood groups, merchants, institutions and other agencies. Consider use of on-line surveys, in-depth interviews, workshops with break-out groups, etc. Discuss with staff and others as needed.
- Meet with the Planning Commission and Project Team to introduce the project, review scope of work and schedule, and share a sample table of contents. Gain their perspective on the changes needed to the guidelines.
- Conduct work sessions with the PC to present material descriptions and tangible sample material products.
- Participate in and/or lead work sessions and presentations to the Planning Commission, Town Council, staff working groups, and citizen associations as necessary.

4.2.1 DELIVERABLE: UPDATED ENTRANCE CORRIDOR OVERLAY GUIDELINES

The second finished product will be design guidelines that are intended to assist property owners, developers, and contractors as they plan new development, redevelopment, or alterations to their properties. The guidelines will contain the procedures, standards, and imagery necessary to ensure proper preservation, restoration, rehabilitation, and reconstruction of all structures (excluding single family residential) and cultural landscapes within the Entrance Corridor. The design guidelines will serve as the primary resource for property owners conducting any reconstruction, rehabilitation, or restoration in the Entrance Corridor. In addition, they will provide a guide for the Planning Commission (PC)

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to use in decision making and for the Community Development Department's Office of Planning and Zoning to use when reviewing alterations to any structures or properties.

The consultant shall prepare design guidelines for the Town of Smithfield which:

- a. Are easy to understand and well-illustrated for use by property owners, developers, contractors, and staff;
 - b. Are written to give clear direction for designing commercial, two-family, and multi-family construction that is of high quality, is well designed, and that will enhance the overlay district's character;
 - c. Address the incorporation of changing technologies such as building and site materials, alternative energy, etc.;
 - d. Are written to assist in the protection of Town of Smithfield's heritage resources, while supporting planning and development in the districts that reflects the unique character of each individual district and the Town as a whole.
- The Consultant shall provide the Town with ten (10) bound copies of the draft Design Guidelines, plus ten (10) bound copies of the Final Design Guidelines. The Design Guidelines shall also be provided in digital format so that the Town may make future additions, changes, and incorporate the guidelines into the Town of Smithfield website.

5. SUBMITTALS/QUALIFICATIONS:

The Offeror is required to submit an electronic proposal as explained in this document. Please provide sufficient information supporting your strengths compared to the Evaluation Criteria to follow under that heading. Some minimal information is as follows:

1. The Request for Proposal document with any addenda acknowledgements filled out and signed and scanned as required.
2. A cover letter that gives a general description of the firm. Include a brief history of the firm's business and services. Describe the firm's overall qualifications as they relate to the requested Scope of Services. List the name, title and telephone number of the manager who will serve as the primary point of contact. This individual should be familiar with the firm's policies and procedures and must be empowered to commit the firm on policy and contractual matters.
3. A list of sub-consultants, if any, including all information provided for the primary firm as defined in item 2. above.



TOWN OF SMITHFIELD

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4. References. Provide a minimum of three (3) references from clients for whom you have done business in the past, which are similar in nature and demographics to the Town of Smithfield, including the time period services were provided. (See reference form)
5. Information which demonstrates the ability to use technology for the purposes of public involvement and an enhanced final product, including the use of digital media, social networking, modeling software, mapping and graphic illustration, or interactive platforms during development of the plan.
6. A breakdown of expected fees for provision of noted services and a fair approximation of the final cost of services, as well as considerations for reducing costs by utilizing existing local resources.
7. A work plan addressing the schedule and flow of required/recommended tasks necessary to accomplish the adoption of the final plan.

6. EVALUATION CRITERIA (Listed in Order of Importance)

Each proposal will be evaluated based upon the following published criteria, including compliance with the RFP instructions and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to select the firm who, in the sole discretion of the Town, offers the best value and fit for the needs of the Town. Each proposal will be evaluated on the following criteria:

1. **Experience and Qualifications – Includes:** The number of years the firm has been providing professional planning services; The number of staff assigned to the project and their years of experience; Previous experience providing planning services for government agencies; Previous experience providing planning services to localities of similar size and similar rural to suburban development makeup; Applicable, certifications, professional memberships, and continuing education in the planning field; firm information that best reflects work and relevancy to this request for both the firm and specifically assigned project team members and all sub-consultants.
2. **References and Samples –** Samples of previous comprehensive plan work, or other relevant planning work, which illustrate the firm's planning experience relative to the scope outlined, including creativity of ideas, development of quality narrative and graphics, experience developing community vision and support for successful adoption, and, application of practical solutions as illustrated by long-term implementation.



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3. **Innovation** - The firm's demonstration of the successful inclusion and/or implementation of innovative and/or controversial best practices into previous work and the use of technology to provide an enhanced final product.
4. **Cost and Cost Containment** – Comparison of pricing and approaches available to reduce or contain costs to the Town.

7. EVALUATION PROCEDURES

Proposals will be evaluated, and interviews scheduled with selected firms in accordance with the

"Competitive Negotiation for non-professional services" method as outlined in the Virginia Public Procurement Act. A numerical evaluation will not be used, but rather the decision will be based on the respective strengths and/or weaknesses of Offerors perceived by the Evaluation Committee. The Town may require a formal presentation for short-listed Offerors, and intends to negotiate with two or more offerors, depending upon the results of this solicitation. As allowed under the Code of Virginia, if in the opinion of the Evaluation Committee that one offer is clearly more highly qualified, negotiations may be held with only that firm.

REFERENCES

Please provide a minimum of 3 similar projects successfully completed within the past 5 years.

NAME AND ADDRESS OF CONTRACTING ENTITY

Please see Section IV-Client References for PaleoWest's Client References.

BRIEF OVERVIEW AND DURATION OF PROJECT PRINCIPAL CLIENT (NAME) AND PHONE NUMBER: _____

NAME AND ADDRESS OF CONTRACTING ENTITY



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BRIEF OVERVIEW AND DURATION OF PROJECT PRINCIPAL CLIENT (NAME) AND PHONE NUMBER: _____

NAME AND ADDRESS OF CONTRACTING ENTITY

BRIEF OVERVIEW AND DURATION OF PROJECT PRINCIPAL CLIENT (NAME) AND PHONE NUMBER: _____

CONDITIONS AND INSTRUCTIONS

Rev: 6/6/2016

1. **Use of Form:** All proposals should be submitted in electronic (.pdf) format in accordance with this form. The Offeror may attach/scan other information as required to the electronic document that will be made a part of the proposal. Electronic submittals on CD, DVD, memory sticks, or other electronic media will be accepted if delivered prior to the closing time. The preferred method of delivery is by an attachment to an email addressed to: lking@smithfieldva.gov. The Town's published Conditions and Instructions shall supersede any additional writings submitted with the proposal. Such writings shall be clearly marked and noted as an exception.
2. **Submittals:** Except as noted above, all proposals shall be sent as an attachment to email to: lking@smithfieldva.gov. The subject line must show the proposal number and name. This form shall be included as part of your submittal; else, your response may be considered 'non-responsive.'
3. **Late Proposals:** Proposals and amendments thereto sent electronically to Purchasing after the date and time specified, will not be considered. It will be the responsibility of the Offeror to see that their proposal is properly sent to Purchasing as specified. There will be no exceptions. Electronic proposals sent as an email attachment will show the date and time sent. This date will be used to determine whether a submittal was timely or not. To be considered, the submittal must be sent prior to the closing date published on the front cover.



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4. **Town Offices Closures:** Should the Town's offices, or the electronic network connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be opened on the next business day of the Town, at the original scheduled hour, or as soon as connectivity is restored during normal business hours. The opening is not a public event. The names and number of responses shall not be disclosed until negotiations are complete and a decision to award has been made. At that time the file will be made available to Offerors to review.
5. **Offer/Acceptance:** Each proposal is received with the understanding that the acceptance in writing by the Town of the offer to furnish the prescribed or services and deliverables as described therein, shall constitute a contract between the Offeror and the Town, which shall bind the Offeror to furnish and deliver those services and products at the prices stated and in accordance with the conditions of the accepted proposal and the executed Agreement; and the Town on its part to order from such Offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
6. **Withdrawal of Proposals:** Proposals may be withdrawn (cancelled) any time by submitting such a request in writing on the issuing company's letterhead either by email, in person, or by certified mail.
7. **Addenda:** If issued, addenda to this solicitation will be posted on the Town's website (<https://www.smithfieldva.gov/>) and on the Commonwealth's bid board (eVA) <http://eva.virginia.gov/>. It is the Offeror's responsibility to check the website or contact the Purchasing Division prior to the submittal deadline to ensure that the Offeror has a complete, up-to-date package. Acknowledgement of all issued Addenda should be indicated on the proposal form.
8. **Award:** Award will be made to the Offeror considered at the Town's sole determination after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation for Non-Professional Services as outlined in the Virginia Public Procurement Act.
9. **Announcements:** Upon the award or the announcement of the decision to award a contract, the Town will publicly post such notice on the bulletin board located in the Town's Administrative Offices and on the Town's web site: <https://www.smithfieldva.gov/> and Commonwealth's bid board (eVA) <http://eva.virginia.gov/>.
10. **Town's Rights:** The Town reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the Town.
11. **Delivery:** The time of delivery of services must be stated in definite terms. If time of delivery for different goods and/or services varies, the Offeror shall so state.
12. **Silence of Specifications:** The apparent silence of these specifications and any



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supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

13. **Capacity of Offeror:** All proposals must be signed by a responsible officer or employee having the authority to bind the firm in contract. The Offeror agrees that its contract performance shall be in strict conformance with the contract documents.
14. **Rights to Damages:** By signing this proposal, the Offeror assigns to the Town any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the Town.
15. **Anti-Collusion:** The Offeror certifies by signing this Request for Proposals that this proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages. Should sub-Consultant s or sub-consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud.
16. **Indemnification:** The Consultant shall defend, indemnify and hold the Town, and the Town's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Consultant, its employees, agents, and volunteers, or incurred by or claimed against the Town, the Town's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Consultant. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the Town due to the negligent, fraudulent or criminal acts of the Consultant or any of the Consultant's officers, shareholders, employees, agents, Consultant s, sub-Consultant s, or any other person or entity acting on behalf of the Consultant. Unless otherwise provided by law, the Consultant's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Consultant under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

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17. **Copyright Protection:** The Consultant agrees to defend and save the Town, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Consultant is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
18. **Laws, Regulations:** The Consultant shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Consultant shall at all times observe and comply with all such laws, ordinances and regulations.
19. **Alien employment:** The Consultant certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
20. **SCC Authorization:** All Offerors authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its proposal or proposal a statement describing why the Offeror or Offeror is not required to be so authorized.

SCC Number, or Statement: 11406447
- Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1, or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
21. **Default:** In event of default by the Consultant, the Town reserves the right to procure the goods and/or services from other sources, and hold the Consultant liable for any excess cost occasioned thereby. Such actions taken by the Town shall not release the Consultant from additional remedies that may be allowed by law.
22. **Availability of Funds:** When a contract resulting from this solicitation involves multiple fiscal periods, such contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The Town's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
23. **Appeals Procedure:** Upon your request, administrative appeals information will be



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provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of proposals, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.

24. **Faith-based Organizations:** The Town of Smithfield does not discriminate against faith-based organizations.
25. **Anti-Discrimination:** By submitting their proposals, Offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Consultant agrees as follows:
 - a) The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service-disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Consultant will include the provisions of Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub-consultant or vendor.

26. **Drug-Free Workplace:** During the performance of this contract, the Consultant agrees to



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(1) provide a drug-free workplace for the Consultant's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-consultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

27. **Assignment of Contract:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of the Town.
28. **Independent Consultant:** The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of the Town.
29. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the Town. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The Town shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the Town. If the Town delays the project for any reason for a continuous period of ninety (90) days or more, the Town and Consultant will negotiate a mutually agreeable adjustment to the Consultant's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the Town due to causes within the Town's control, the above waiver or release shall not apply.
30. **Governing Law:** This Agreement is made, entered into, and shall be performed in the Town of Smithfield, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of Isle of Wight, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

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The Consultant shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the Town or written instruction/order from the Court.

31. **Severability:** If any provision of a contract resulting from this solicitation, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

32. **Termination for Convenience:** The Town may at any time, and for any reason, terminate this Contract by written notice to Consultant specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Consultant by certified mail/return receipt requested at the address set forth in Consultant's Proposal or as provided in this Contract. In the event of such termination, Consultant shall be paid such amount as shall compensate Consultant for the work satisfactorily completed, and accepted by the Town, at the time of termination. If the Town terminates this Contract, Consultant shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the Town any work completed or in process for which payment has been made.

After the first contract term the Consultant may at any time, and for any reason, terminate the Contract by written notice to the Town specifying the termination date, which shall not be less than thirty (30) days from the date such notice is mailed.

33. **Termination for Cause:** In the event that Consultant shall for any reason or through any cause be in default of the terms of this Contract, the Town may give Consultant written notice of such default by certified mail/return receipt requested at the address set forth in Consultant's Proposal/ or as provided in this Contract.

Unless otherwise provided, Consultant shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Consultant to cure the default, the Town may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Consultant shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the Town any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the Town and provisions herein with respect to opportunity to cure default shall not be applicable.

34. **Contact Prohibition:** Direct contact with Town departments other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and



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permission of the Purchasing Agent. Violation may result in a determination that your firm is ineligible for an award.

35. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions an Offeror intends be considered must be submitted with the proposal and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the proposal, negating possibility of an award to that Offeror. Contractual documents submitted by the successful firm after an award will not be accepted.
36. **Consultant Failure to Perform:** Failure of the Consultant to perform the contract by reason of the Town's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the Town, and may result in debarment of the Consultant for a period of up to three (3) years. Termination and/or debarment of the Consultant shall not constitute a waiver by the Town of any other rights or remedies available to the Town by law or contract.
37. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, the contract documents shall control.
38. **Records and Inspection:** The Consultant shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Consultant's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Town and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Consultant by the Town. The Town shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the Town to the Consultant pursuant to this contract or any renewal or extension of this contract. The Town's employees, agents or authorized representatives shall have access to the Consultant's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.
39. **Rights and Remedies Not Waived:** In no event shall the making by the Town of any payment to the Consultant, or the waiver by the Town of any provision under this contract including any obligation of the Consultant, constitute or be construed as a waiver by the Town of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Consultant, and the making of any such payment by the Town while any such breach or default exists shall not impair or prejudice any right or remedies available to the Town.
40. **Entire Agreement:** A resultant contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by

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the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

41. **Conflicts of Interests:** Consultant shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the Town. The Town may not procure supplies, equipment, materials or other goods from a Consultant on the same project.
42. **Responsibility of Consultant:** The Consultant shall, without additional costs or fee to the Town, correct or revise any errors or deficiencies in his performance. Neither the Town's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the Town, and the Consultant shall remain liable to the Town for all costs which are incurred by the Town as a result of the Consultant's negligent performance of any of the services furnished under this Agreement.
43. **Changes and Additions:** It shall be the responsibility of the Consultant to notify the Town, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the Town, in writing.

It is understood and agreed to by both the Town and the Consultant that such modifications or additions to this Agreement shall be made only by the full execution of the Town's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Consultant on such modification or addition to this Agreement prior to the Town's execution of its standard Agreement change order form shall be at the total risk of the Consultant and said work may not be compensated by the Town.
44. **Exemption from Taxes:** The Town is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the Town's tax-exempt status will be furnished by the Town upon request.
45. **Debarment Status:** By submitting a proposal, proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
46. **Safety:** All Consultants and sub-consultants performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and Town Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Consultants and sub-consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.



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47. **License Requirement:** All firms doing business in the Town are required to be licensed in accordance with the Town business license ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Any questions concerning business licenses should be directed to the Treasurer's Office, telephone (757) 365-4200.
48. **Consultant's Form:** In cases where the Town may accept the Consultant's form agreement, whereas certain standard clauses that may appear in the Consultant's form agreement cannot be accepted by the Town, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Consultant's form contract, the Town's contract addendum shall prevail over the terms of the Consultant's agreement in the event of a conflict.
49. **Offeror's Qualifications:** Only proposals from established Consultants for work similar in scope to work herein shall be considered; the Town reserves the right to request specific reference information prior to award. Offeror shall demonstrate that they have adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein. The Town may, at its option, disqualify an Offeror and reject his proposal for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:
- Evidence of collusion among Offeror.
 - Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to sub-consultants
 - Default on any previous contract.
 - For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
 - Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
 - Consultant does not meet project-specific requirements, as identified in the Contract Documents
50. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive proposals. F.O.B. Destination-Freight Included shall include all shipping costs to the Town location(s) at the unit cost. No additional shipping charges shall be allowed.
51. **Contract Quantities:** The quantities specified in the Request for Proposals are estimates only unless otherwise clearly noted and are given for the information of Offeror and for the purpose of proposal evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the Town shall be obligated to purchase under the contract or relieve

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the Consultant of his obligation to fill all orders placed by the Town, except as clearly noted.

52. **Competition Intended:** It is the Town's intent that the Request for Proposals (RFP) permits competition. It shall be the Offeror's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent prior to the date set for proposals to close.

53. **Insurance:** The successful Offeror shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the Town by the Offeror, his agents, representatives, employees or sub-consultants. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

1. General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

a) Minimum Limits, General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit

2. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the Offeror, his agents, representatives, employees or sub-consultants.

a) Minimum Limits, Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit
\$5,000	Medical Expense Limit

3. Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

4. Professional Liability:

a) The successful Offeror shall provide the Town with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the Town for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.

b) The Town policy shall be endorsed to include the Town's officials, officers, agents and employees as insured. The E&O Policy shall include the

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- successful Offeror and the Offeror's sub-consultants of every tier as the Offeror designated in the declarations.
- c) The minimum E&O Policy limits to be provided by the successful Offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the Town and Town's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.
 - d) Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the Town with forty-five (45) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.
5. Coverage Provisions:
- a) All deductibles or self-insured retention shall appear on the certificate(s).
 - b) The Town, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - c) The Offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the Town.
 - d) Shall provide 30 days written notice to the Town before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 - e) All coverage for sub-consultants of the Offeror shall be subject to all of the requirements stated herein.
 - f) All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the Town. At the option of the Town, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
 - g) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Town, its' officers/officials, agents, employees and volunteers.
 - h) The insurer shall agree to waive all rights of subrogation against the Town, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
 - i) The Offeror shall furnish the Town certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
 - j) All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from Town's Risk Officer.
 - k) All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

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54. **Payments to Sub-consultants:** Within seven days after receipt of amounts paid by the Town for work performed by a sub-consultant under this contract, the Consultant shall either:
1. Pay the Sub-consultant for the proportionate share of the total payment received from the Town attributable to the work performed by the Sub-consultant under this contract; or,
 2. Notify the Town and Sub-consultant, in writing, of his intention to withhold all or a part of the Sub-Consultant's payment and the reason for non- payment.

The Consultant shall pay interest to the Sub-consultant on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Consultant tractor shall include in each of its subcontracts a provision requiring each Sub-consultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub-consultant.

The Consultant's obligation to pay an interest charge to a Sub-consultant pursuant to this provision may not be construed to be an obligation of the Town.

55. **Ownership of Documents:** Any reports, specifications, blueprints, negatives or other documents prepared by the Consultants in the performance of its obligations under the resulting contract shall be the exclusive property of Town, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Consultants shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the resulting contract without the prior written consent of Town. Documents and materials developed by the Consultant under the resulting contract shall be the property of Town; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. The Town agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultants is not the firm of record.
56. **Default on Taxes:** The Town reserves the right to withhold payment to any consultant that is in arrears, or in default to the Town on any debt or Contract, or that has defaulted as a surety, or otherwise on any obligation to the Town.
57. **Contractual Disputes:** The Consultant shall give written notice to the Purchasing Officer of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.



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The written claim shall be submitted to the Purchasing Officer no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Officer shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

The Purchasing Officer's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

58. **Responsibility for Making Corrections:** The Consultant shall, without additional costs or fee to the Town, correct or revise any errors or deficiencies in its performance, The Town's review, approval, or acceptance of, nor payment of any of the services required under the contract shall be deemed a waiver of rights by the Town as a result of the Engineer's negligent performance of any of the services furnished under the contract.
59. **Submissions:** All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the Town's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the Town's Project Manager.

60. **Payments to the Town:** The Town prefers to make payment with the Town's Purchasing Card, or by direct deposit. If you are willing to use either of these methods, please register at the following sites:

Pcards: www.bankofamerica.com/epayablesvendors

Direct Deposit: www.paymode.com/smithfieldva



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SIGNATURE SHEET (Submit with Proposal)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Town and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Town of Smithfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Town.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: PaleoWest, LLC

Address: PO Box 75062, North Chesterfield, VA 23236

Federal ID No.: 72-1609812

Telephone No. 336.402.6631 Fax No. _____

Name (type/print): Lauren Minford Title: Office Principal

Signature: Lauren Minford



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PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION (RFP #22-006)

Name of Firm/Offeror: PaleoWest, LLC N/A

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE



TOWN OF SMITHFIELD

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ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE TOWN OF SMITHFIELD HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE OFFEROR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE OFFEROR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE OFFEROR THAT THE OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBOFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A OFFEROR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY

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SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBOFFEROR OR VENDOR.

Name and Address of Bidder:	Date: 1.6.23
PaleoWest, LLC	By:
PO Box 75062	Signature In Ink
West Chesterfield, VA 23236	<i>Lauren Minford</i>
	Printed Name
	Lauren Minford
Telephone Number: () 336.402.6631	Title
Fax Phone Number: ()	Office Principal
FIN/SSN#: 72-1609812	

Is your firm a "minority" business? ☐ Yes ☒ No

If yes, please indicate the "minority" classification below:

☐ African American ☐ Hispanic American ☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut ☐ Other;
Please Explain: _____



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AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, by and between the Town of Smithfield, Virginia whose principal office is 310 Institute St, Smithfield, Virginia 23430, hereinafter called "OWNER", party of the first part, and _____, hereinafter referred to as "CONSULTANT", party of the second part.

The CONSULTANT did, on the ____th day of _____, 2022, submit an offer to perform such services stipulated in accordance with the terms of terms and conditions included in RFP#22-006, Historic District Guidelines and Entrance Corridor Overlay Guidelines Update.

It is mutually understood and agreed by the parties hereto that the Request for Proposals inviting Consultant s to make offers as published; the Conditions of original Contract (General, Special, Supplemental and other conditions as they may be titled); the General and Detailed Specifications; all proceedings by the governing body of the OWNER pertaining to the subject matter of this Contract; all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

In consideration of the following mutual agreements and covenants to be kept by each party:

a. The CONSULTANT agrees to furnish and pay for all labor, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the written Contract Documents hereto attached and made apart hereof in strict compliance with the Contract Documents for an amount agreed upon and shown in Exhibit A, subject to adjustment as provided in said documents.

b. Periodic payments based on hours worked and allowable expenses as negotiated and described in Attachment A, for work completed under this contract shall be made in strict accordance with the project specifications and any special conditions attached thereto.

c. It is understood and agreed that all work shall be accomplished in strict compliance with the provisions of the Contract Documents. It is understood and agreed by both the Town and the CONSULTANT that any modifications or additions to this agreement shall be made only by the full execution of the Town 's standard contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONSULTANT on any such modification or addition to this AGREEMENT prior to the Town 's execution of its standard Contract Change Order form shall be at the total risk of the CONSULTANT and said work shall not be compensated by the Town.

d. CONSULTANT agrees to begin the work within ten (10) days of Notice to Proceed and that final completion shall be within six (6) to nine (9) months of Notice to Proceed.

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IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the day and year first above written.

OWNER: Town of Smithfield, Virginia

By: _____
Michael Stallings, Town Manager

ATTEST:

By: _____
Lesley G. King, Town Clerk

CONSULTANT:

By: _____

ATTEST FOR CONSULTANT:

By: _____

Title: _____

Approved as to form:

William H. Riddick, III, Town Attorney



TOWN OF SMITHFIELD

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EXHIBIT A **TOWN OF SMITHFIELD**

INSURANCE REQUIREMENTS

The Consultant shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Consultant nor any sub-Consultant shall commence work under this Contract until the Consultant has obtained and provided proof of the required insurance coverages to the Town, and such proof has been approved by the Town. The Consultant confirms to the Town that all sub-Consultant s have provided Consultant with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Consultant, including all sub-Consultant s, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The Town and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Consultant shall immediately notify in writing the Town of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Consultant shall provide to the Town with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The Town and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Consultant must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Consultant and any sub-Consultant s under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Consultant under this Contract, to the Town and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Consultant and any sub-Consultant s under this Contract.

However, if B (1) or (2) cannot be provided, the Town's Attorney, in such Attorney's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Attorney deems acceptable.



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C. The minimum insurance policies and/or coverages that shall be provided by the Consultant, including its sub-Consultant s, include the following:

(1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

(2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

(4) Errors and Omissions coverage in an amount of not less than \$1,000,000 per occurrence and in the aggregate. Coverage may be written on an occurrence or claims made coverage form. However, if a claims made coverage form is used, coverage must remain in effect for a minimum of 3 years after the Consultant's work is concluded.

(5) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(6) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Consultant 's and its

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sub-Consultant s' insurance company shall waive rights of subrogation against the Town and its officers, employees, agents, assigns, and volunteers.

- (7) Consultant shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract.

D. Proof of Insurance Coverage:

- (1) Consultant shall furnish the Town with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the Town, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Consultant's insurance policies and/or coverages shall not contain any exclusions for the Consultant's sub-Consultant s.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant, and/or its sub-Consultant s, or their insurance carriers. The Town does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant 's interest or liabilities, but are merely minimums. The obligation of the Consultant, and its sub-Consultant s, to purchase insurance shall not in any way limit the obligations of the Consultant in the event that the Town or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the Town to seek any recovery against the Consultant 's insurance company before seeking recovery directly from the Consultant.

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SIGNED ADDENDUM AND ACKNOWLEDGEMENT

PaleoWest is providing the signed Addendum and Acknowledgement Document following this page.



TOWN OF SMITHFIELD

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REQUEST FOR PROPOSALS

ADDENDUM #1

RFP #22-006

December 19, 2022

Town of Smithfield

310 Institute St

Smithfield, VA 23430

<https://www.smithfieldva.gov/>

Historic District Guidelines and Entrance Corridor Overlay Guidelines Update

Sealed Proposals, subject to the conditions and instructions contained herein, will be received at the above office until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: To provide professional planning services in order to complete an update of the Town of Smithfield's Historic District Guidelines and Entrance Corridor Overlay Guidelines.

Proposal Due: January 6, 2023, at 5:00 PM

Contract Officer: Lesley King, Purchasing Officer, lking@Smithfieldva.gov

****AN ELECTRONIC RESPONSE IS REQUIRED****

The Purchasing Agent, Lesley King, is the sole contact official for the Town of Smithfield with respect to this RFP. All questions and/or comments should be directed to her at this email address: lking@smithfieldva.gov. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the Town regarding this RFP. Any such unauthorized contact may disqualify the bidder from the procurement.

Company Name: PaleoWest, LLC

Address: PO Box 75062

City / State / Zip: North Chesterfield, VA 23236

Telephone: 336.402.6631 FAX No.: _____

E-mail: LMinford@PaleoWest.com

Print Name: Lauren Minford Title: Office Principal

Signature: Lauren Minford Date: 01.06.23

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Historic District Guidelines and Entrance Corridor Overlay Guidelines Update

RFP – 22-006

ADDENDUM # 1

The following questions and answers are made part of this Request for Proposals and are published herein to improve understanding of the scope of the services to be provided.

Question: Can any of the meetings between the Historic Design Guidelines and the Entrance Corridor Overlay Guidelines be combined?

Answer: The meetings required for the Historic District Guidelines Update and the Entrance Corridor Overlay Guidelines cannot be combined, as they are for two distinct Boards that do not have overlapping membership.

Question: Is this a grant funded project? If so, is the City of Smithfield providing matching funds?

Answer: This is not a grant funded project.



EXHIBIT A - PROOF OF INSURANCE

PaleoWest's Proof of Insurance Document follows this page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN & Associates, Inc. 303 E Wacker Dr Suite 650 Chicago IL 60601		CONTACT NAME: Symone White PHONE (A/C, No, Ext): 312-856-9400 E-MAIL ADDRESS: swhite@rbninsurance.com FAX (A/C, No): 312-856-9425															
INSURED PaleoWest, LLC 319 E Palm Lane Phoenix AZ 85004		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER D : Hartford Underwriters Ins. Co.</td> <td>30104</td> </tr> <tr> <td>INSURER E : Indian Harbor Insurance Co.</td> <td>36940</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : Hartford Fire Insurance Co.	19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Insurance Co	29424	INSURER D : Hartford Underwriters Ins. Co.	30104	INSURER E : Indian Harbor Insurance Co.	36940	INSURER F :	
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INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 527179011

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83UENAE3802	12/30/2021	12/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UENAF0512	12/30/2021	12/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83RHUAE4701	12/30/2021	12/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	83WEAM1AZL	12/30/2021	12/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional E&O			MPP 9044566	12/30/2021	12/30/2022	Per Claim/Aggregate Deductible \$ 5,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATEMENT OF COMPLIANCE

PaleoWest declares this proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed.

Lauren Minford

Signed

Lauren Minford

Name

Office Principal

Title

1.6.23

Date

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