

**AGREEMENT BY AND BETWEEN THE CITY
OF NORFOLK AND HR&A ADVISORS, INC.**

This Agreement, dated this 15th day of March, 2017, between and among City of Norfolk, a municipal corporation chartered by the Commonwealth of Virginia, (the "City") and HR&A Advisors, Inc. (the "Contractor").

WHEREAS, the City desires to obtain a consultant to advise the City on CDBG-DR regulatory issues, financing opportunities, reporting and administrative requirements, coordination and communication of grant activities with other cities and accordingly issued Request for Proposals 5186-0-2017/DT for such services (the "RFP"); and

WHEREAS, the Contractor is qualified in to provide such services and submitted its Proposal dated September 13, 2016, in response to the RFP (the "Proposal"); and

WHEREAS, the Proposal was found to be the most advantageous to the City; now therefore,

WITNESSETH:

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1) SCOPE OF SERVICES

The Contractor shall support and advise the City on Community Development Block Grant – National Disaster Resilience ("CDBG-NDR") regulatory issues, financing opportunities, reporting and administrative requirements, coordination and communication of grant activities with other cities on an as needed basis in accordance with the RFP attached hereto and incorporated herein as Exhibit A and the Proposal attached hereto and incorporated herein as Exhibit B. The following Exhibits are a part of this Agreement:

1. Exhibit A - RFP with Addenda
2. Exhibit B- dated September 13, 2016, as amended by its Best and Final Offer

In the event of any inconsistency between this Agreement and the Exhibits, such inconsistency shall be resolved in the following order of precedence: (1) this Agreement, (2) Exhibit B and (3) Exhibit A.

The City shall issue work orders for specific tasks to be performed by the Contractor.

2) TERM

The term of this Agreement shall commence upon execution of this Agreement and end on June 30, 2018 (the Initial Term"). The City shall have options to renew for seven additional one-year periods. The City may exercise an option by providing written notice within 60 days of the then current term.

3) COMPENSATION

The City will pay Contractor based on time expended at the hourly rates set forth as follows for Contractor staff and staff for subcontractors:

Rate Schedule			
Firm	Team Member	Labor Category	Hourly
HR&A Advisors, Inc.	Jamie Springer	Partner	\$325.00
	Phillip Kash	Principal	\$290.00
	Jon Meyers	Principal	\$290.00
	Justin Schultz	Principal	\$290.00
	Sara Brown	Senior Analyst	\$225.00
	Tania O'Connor	Analyst	\$175.00
	Rebecca Lassman	Research Analyst	\$140.00
GCR Inc.	Robin Keegan	Principal	\$232.00
	Ted Guillot	Senior Manager	\$150.00
	Adrienne Duncan	Senior Manager	\$150.00
	Seth Magden	Senior Manager	\$150.00
	Nathan Cataline	Senior Planner	\$120.00
KW Consultants LLC	Kathleen Weissenberger	Principal	\$145.00

The total amount payable for the Initial Term of this Agreement shall not exceed One Million and no/100 Dollars (\$1,000,000.00).

The City will pay the Contractor within thirty (30) days after the receipt of a proper and correct invoice. Invoices shall be sent to:

City of Norfolk
810 Union Street, Suite 1100
Norfolk, Virginia 23510
Attn: Christine Morris

4) APPROPRIATION OF FUNDS AND RECEIPT OF GRANT FUNDS

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the Council of the City of Norfolk and receipt of CDBG/NDR funds. The City shall not incur any obligation or liability under this Agreement beyond the funds appropriated for such obligation or liability and/or receipt of CDBG/NDR funds in any fiscal year in which this Agreement is in effect. Funds are certified for the Initial Term of this Agreement. In the event the City exercises an option for an additional year, the Director of Finance shall certify the funds for

that Contract Year. If such funds are not available and/or appropriated, the City may cancel the Agreement without incurring any liability and/or damages of any type to the Contractor but for the City's obligation to pay for goods actually delivered or services performed through the date of cancellation. Any such cancellation may be by a written notice from the City to the Contractor.

5) PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by any subcontractor under this Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Agreement; or
- b. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the City for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. A Contract modification or Amendment to this Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

6) INSURANCE REQUIREMENTS

The Contractor shall maintain during the term of this Agreement insurance of the types and in the amounts described below. All general liability and automobile/vehicle liability policies will be written in an "occurrence" form unless otherwise specifically approved by the City. The City of Norfolk will be named on such liability policies as "Additional Insured" on such policies. Insurance policies shall provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of the policies. Contractor will provide City advance notice of material change adverse to City's interests. If the Contractor fails to maintain the insurance as set forth in this Agreement, upon ten days advance notice to allow Contractor to cure any insurance

deficiency, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense. A combination of primary and umbrella or excess liability insurance may be utilized to meet the required minimum insurance policy limits below.

A. **COMMERCIAL GENERAL LIABILITY INSURANCE:** The CONTRACTOR shall maintain Commercial General Liability Insurance ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$3,000,000 general aggregate. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

B. **WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE:** The Contractor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.

C. **INSURANCE POLICIES/CERTIFICATE OF INSURANCE:** The Contractor shall upon award, furnish the City with a certificate(s) of insurance evidencing policies, required in the insurance requirements section of this document. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage required above. In the event of cancellation of, or material change in, any of the policies, the Contractor shall notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this Agreement.. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Agreement, the Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to the City within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, an, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or (2) identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

D. **SUBCONTRACTOR'S INSURANCE:** Contractor shall require each of its Subcontractors to take out and maintain during the life of its subcontract the same insurance coverage required of Contractor under this Paragraph. Each Subcontractor shall furnish to Contractor two copies of a certificate of insurance and such certificate shall contain the same information required in Paragraph F below. Contractor shall furnish one copy of the certificate to the City.

7) INDEMNIFICATION

The Contractor shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or death, brought or recovered against the City and its representative to the extent caused by a negligent act or negligent omission of the Contractor, its agents, servants or employees,

in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit. The Contractor must pay all litigation costs, attorney's fees, settlement payments and any damages awarded. This paragraph shall survive the expiration or termination of this Agreement.

8) FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal.

The City shall not be held responsible for failure to perform its duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the City that make performance impossible or illegal.

9) CITY OF NORFOLK BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 24 ("Licenses and Taxation") of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to this Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

10) DEFAULT AND TERMINATION

If Contractor fails or refuses to perform any of the terms of this Agreement, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Agreement in whole or in part and receive a refund of any prepaid or unearned fees. In addition to any right to terminate, the City may enforce any remedy available under this Agreement in connection with such default, and Contractor shall be liable for damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

11) SUSPENSION OR TERMINATION OF AGREEMENT BY CITY

The City, at any time, may order Contractor to immediately stop work on this Agreement, and/or by thirty (30) days written notice may terminate this Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Agreement obligations, the City may, at City's expense, take over the Work and prosecute the same to completion by contract or otherwise.
- B. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

12) CONTRACTUAL DISPUTES

If the Contractor has a claim against the City, whether for money or other relief, the Contractor shall give written notice of intent to file a claim within sixty (60) days of the occurrence on which the claim is based or when Contractor becomes aware of the occurrence on which the claim is based, whichever is later, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the Contractor shall submit an invoice for final payment within ten (10) days after final delivery of the CCM. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the City Manager shall make the City's determination regarding the resolution of claims and notify Contractor of such determination. Under no circumstances may the Contractor suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the Contractor shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the City.

13) ASSIGNMENT

A party shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under this Agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of the other party.

14) NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made when received by U.S. Mail, sent first class, return receipt requested, or hand-delivery.

Notices to the City shall be addressed as follows:

City Manager
City of Norfolk
1101 City Hall Building

810 Union Street
Norfolk, Virginia 23510.

With copy to:

City Attorney
City of Norfolk
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510

Notices to Contractor shall be addressed as follows:

HR&A Advisors, Inc.
99 Hudson Street, 3rd Floor
New York, New York 11216
Attention: Jamie Dang, Chief Operating Officer

15) INDEPENDENT CONTRACTOR

Contractor shall at all times act as an independent contractor in the performance of this Agreement. Neither Contractor nor its employees or agents shall represent themselves to be, or be deemed to be, employees of the City.

16) SEVERABILITY

If any provisions of this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

17) WAIVER

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

18) CHANGES

This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

19) GOVERNING LAW AND VENUE

This Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in City of Norfolk.

20) ETHICS IN PUBLIC CONTRACTING

Contractor hereby certifies that it has familiarized itself with §§33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public

Contracting," and further that all amounts received by Contractor, pursuant to this Agreement are proper and in accordance therewith.

21) NON-DISCRIMINATION

In the performance of this Agreement, Contractor agrees that it will adhere to the nondiscrimination requirements set forth in §33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended.

22) DRUG FREE WORKPLACE

The City of Norfolk is a drug-free workplace, and as a condition of continued service on the contract, any Contractor personnel assigned to this project may be required to submit, to an alcohol/drug test at any time.

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

23) COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

24) AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

25) FEDERAL REGULATORY REQUIREMENTS

It is the responsibility of the Contractor to ensure that it is in compliance with all federal regulatory requirements, including, but not limited to CDBG/NDR requirements.

IN WITNESS WHEREOF, the City and Contractor have caused their duly authorized officials to execute this Agreement.

HR&A ADVISORS, INC.

By 
Title: SC. PRINCIPAL

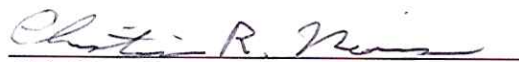
CITY OF NORFOLK

By 
Interim City Manager

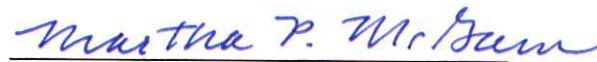
ATTEST:


City Clerk

CONTENTS APPROVED:


Chief Resilience Officer

FORM AND CORRECTNESS APPROVED: MPM


Deputy City Attorney

CERTIFICATE OF FUNDING

I hereby certify that the money required for work performed for City of Norfolk under this Agreement is in the City Treasury to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

AMOUNT: \$ 1,000,000.00
ACCOUNT: 2500-41-9229-5307
VENDOR: VC0000113104
CONTRACT NO.: 26359

Christine Saubers 3/17/17
Director of Finance Date

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1. Exhibit A - RFP with Addenda
2. Exhibit B- dated September 13, 2016, as amended by its Best and Final Offer

In the event of any inconsistency between this Agreement and the Exhibits, such inconsistency shall be resolved in the following order of precedence: (1) this Agreement, (2) Exhibit B and (3) Exhibit A.

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	Nathan Cataline	Senior Planner	\$120.00
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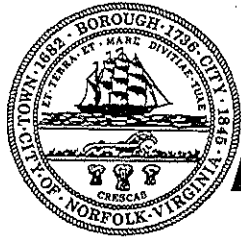
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City of Norfolk
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Norfolk, Virginia 23510
Attn: Christine Morris

4) APPROPRIATION OF FUNDS AND RECEIPT OF GRANT FUNDS

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the Council of the City of Norfolk and receipt of CDBG/NDR funds. The City shall not incur any obligation or liability under this Agreement beyond the funds appropriated for such obligation or liability and/or receipt of CDBG/NDR funds in any fiscal year in which this Agreement is in effect. Funds are certified for the Initial Term of this Agreement. In the event the City exercises an option for an additional year, the Director of Finance shall certify the funds for



City of Norfolk

EXHIBIT A

RFP 5186-0-2017/DT

**Technical Assistance and Advisory Services for HUD-
National Disaster Resilience Funding**

Issuing Office: Office of the Purchasing Agent

Attn: Darlene Thomas, Buyer II

232 E. Main Street, Suite 250

Norfolk, VA 23510

V: 757-823-4589

Darlene.thomas@norfolk.gov

Issued: August 16, 2016

RFP Opening Date and Time: September 7, 2016 - 2:00 p.m. Eastern Time

Pre- Proposal Conference: August 24, 2016 – 1:00 p.m.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1___ #2___ #3___ #4___ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

Offeror Legal Name:	
Offeror Address:	
Offeror Contact Name:	
Offeror Contact Email Address:	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	
Date of Proposal:	
Virginia State Corporation Commission Number:	

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES

A. Background:

The United States Department of Housing and Urban Development (“HUD”) conducted a national competition to select and fund resilience projects designed to reduce the risk of disaster. HUD required projects be tied back to a presidentially declared disaster between 2011 and 2013. Hurricane Irene was a presidentially declared disaster that caused both tidal and precipitation flooding in Hampton Roads. The Commonwealth of Virginia requested that cities in Hampton Roads submit qualifying data and projects for inclusion in a proposal to HUD’s National Disaster Resilience Competition. The City of Norfolk submitted qualifying data and projects to the Commonwealth. The Commonwealth of Virginia was awarded a grant of \$120,549,000 using Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds to implement two projects in Norfolk, Virginia. The first project is an \$115,000,000 infrastructure improvement project designed to reduce the risk of flooding in the lower-portion of the Ohio Creek Watershed located on the Elizabeth River and comprising the neighborhoods of Chesterfield Heights and Granby Village. The second project provides seed funding for the establishment of a Coastal Resilience Laboratory/Accelerator to accelerate business creation and growth in the coastal resilience sector. Under the terms of the grant program, all project funds must be expended by September 2022.

B. Purpose:

The City of Norfolk (the “City”) is a sub recipient of a Commonwealth of Virginia HUD Disaster Resilience Funding and as such, the City seeks proposals from qualified firms to enter into a contract for a minimum of one (1) year and a maximum of seven (7) years. Following a sub-recipient agreement execution with the Commonwealth of Virginia, the City will select and engage a consultant(s) on an as-needed basis. The successful offeror shall be managed by quarterly Task Orders issued by the Office of Resilience based on the anticipated services required. The successful offeror shall be provided work space in the Office of Resilience when required and will be expected to provide its own computers, printing, and supplies.

C. Scope of Services:

The scope of work to address the above stated purpose is to support and advise the City on CDBG-DR regulatory issues, financing opportunities, reporting and administrative requirements, coordination and communication of grant activities with other cities.

Services:

Consulting services pertaining to the City’s implementation of resilience projects utilizing CDBG-DR funds awarded to the City under a sub-recipient agreement from the Commonwealth of Virginia to implement the Commonwealth’s DR grant from HUD. The City intends to retain the consultant as an independent contractor to serve as the primary outside adviser to the City on CDBG-DR matters. The firm or individual shall be responsible for providing guidance and documents to the City, or City representative, regarding the following on an as-needed basis:

1. CDBG-DR Regulatory Issues: Consultant shall provide the City with technical assistance and on-call support for CDBG-DR regulatory issues, including, but not limited to, identifying potential issues, providing answers to question and assistance

designing and implementing appropriate policies to ensure the City's compliance with all applicable CDBG-DR rules, regulations and procedures. Examples include: implementation of duplication of benefits procedures concerning federal and non-federal funding on the same project, financing mechanisms, determining most proper CDBG-DR support to large-scale infrastructure projects, business acceleration and workforce programs.

2. Financing: Identify financing sources, tools, and fundraising concepts to better position the City to access additional funding to support related resilient projects in the future. Encourage and build the capacity of public-private partnerships to carry out CDBG-DR activities.
3. Low-Income beneficiaries: Assist the City in fine-tuning strategies in order to prioritize service to low-income and underserved populations through the CDBG-DR activities whenever possible.
4. Reporting/Administrative Capacity:
 - a. Provide on-site and on-call support as requested by the City as well as training to City-identified staff to improve the ability of funded CDBG-DR projects to meet sound underwriting, management and fiscal controls; demonstrate measurable outcomes in the use of public funds and provide accurate and timely reporting of program accomplishments.
 - b. City-requested support will include recommending improvements, developing and/or refining the systems necessary to ensure full compliance with all federal requirements, aggregate metrics reporting and strengthen oversight of large-scale, creative infrastructure projects.
 - c. The City may also request assistance in the preparation of post-application documents, forms, and papers for use in obtaining final approval for, or seeking reimbursement of, CDBG-DR activities, including, but not limited to: workforce development programs, new financing mechanisms, parcel-based green infrastructure improvements on private property and oversight of, and planning for, these and similar activities.
5. Coordination/Communication: Set-up and/or facilitate a process for coordination between the City and its resilient partners such as: the Commonwealth of Virginia, sub-grantees, developers, HUD, private foundations, and other State or Local governments, to ensure overlapping efforts, timelines and budgets are complimentary and moving forward in coordinated method.

Expected Deliverables:

While actual deliverables shall be defined through the task order process, expected deliverables may include:

- Creation of a performance tracking system
- Creation of compliance documentation systems
- Creation of a data management and reporting system

- Creation of public engagement and communication materials

Minimum Qualifications:

Offeror shall have at a minimum three (3) years' experience providing similar types of technical assistance and advisory services to CDBG-DR projects.

PERFORMANCE AND CONTRACT MANAGEMENT:

The City anticipates that the contract shall be offered for a maximum of seven (7) years. The focus in the first months is completion of all necessary tasks in order to ensure that the Parties execute a sub-recipient Grant Agreement with the Commonwealth of Virginia for the HUD DR funds no later than November 30, 2016. Following the sub-recipient grant agreement execution the City will engage the successful offeror on as-needed basis. The successful offeror shall be managed by quarterly Task Orders issued by Norfolk's Resilience Office based on the anticipated services required. The successful offeror will be provided work space in Norfolk's Resilience Office when required and will be expected to provide their own computers, printing, and supplies.

Timeliness and Responsiveness – The successful offeror shall return The Resilience Office's phone calls and/or e-mails within forty-eight (48) hours. Norfolk's Resilience Office and the successful offeror will develop mutually agreed upon deadlines and penalties for specific deliverables or technical assistance as appropriate. Consultant's failure to meet mutually agreed upon task-specific deadlines may result in five percent (5%) penalty discount on the subsequent invoice.

The City shall have the right to subject successful offeror to monitoring, by the contract monitor, should the City possess a reasonable belief or has determined that the successful offeror has misrepresented themselves and is not competent to perform the task this will result in a termination of the contract.

ANTICIPATED SCHEDULE OF SERVICES AND/OR MILESTONES

Implementation of a data management and reporting system	Within 3 months of the execution of the sub-recipient agreement	Consultant will provide guidance, technical assistance and support in identifying and implementing a comprehensive data management and reporting system for CDBG- DR grant funds.
Completion of CDBG-DR compliance tasks	Within 6 months of execution of the sub-recipient agreement	Consultant will provide City staff with technical assistance, advisory services and support for ensuring that compliance documentation and processes are in place for all CDBG-DR funded activities.

Development of CDBG-DR project policies and procedures	Within 6 months of execution of the sub-recipient agreement	Consultant will provide revised policies and procedures related to the City's administration of DCGB-DR funding
Parcel-level solution program development	Within 12 months of the execution of the sub-recipient agreement	Consultant will provided guidance, technical assistance and support in development of a program to fund parcel-level water management solutions on private property.
Project management support	Ongoing over the life of the contract	Consultant will provide ongoing technical assistance and support as needed.

Additional deliverables will be defined through the task order process.

Fees and Costs

The successful offeror will be responsible for keeping track and monitor consultant's own time and activities by project and as allowable under the provisions of Federal guidance for administrative and project management costs (reference Federal regulations and policy guidance for these topics).

The hourly rate for each position shall include all overhead costs. The City will not reimburse for cost associated with travel outside of Norfolk. Any reimbursement for travel costs outside of the City must be pre-approved by the City contract management staff.

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SECTION II – INSTRUCTIONS TO OFFERORS

A. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

B. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, should consult the City's Procurement website www.norfolk.gov/purchasing.

C. Pre-proposal Conference:

There will be a pre-proposal conference on August 24, 2016 at 1:00 p.m. at 232 E. Main Street Suite 250, Norfolk Virginia 23510, Large Conference Room.

D. Questions and Addenda:

Offerors shall carefully examine this RFP and any Addenda. Offerors are responsible for seeking clarifications of any ambiguity, conflict, omission, or other errors in this RFP in writing. Questions shall be addressed to Darlene Thomas, at Darlene.thomas@norfolk.gov. If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on City's Procurement website www.norfolk.gov/purchasing. This RFP and any Addenda shall be incorporated by reference into any resulting Agreement. Offeror is responsible for checking Issuing Office or the City's Procurement website www.norfolk.gov/purchasing within 48 hours prior to the proposal closing to secure any Addendum issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Addendum from the Issuing Office.

All questions shall be submitted no later than 5:00 p.m. EST on August 31, 2016. Questions received after that time will not be considered.

E. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

F. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

G. Ethics in Public Contracting:

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are

attached. The offeror shall abide by such provisions in submission of its proposal and performance of any contract if awarded. See Attachment B.

H. Nondiscrimination:

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in the Code of the City of Norfolk Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

I. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

J. Compliance with Federal Immigration Law:

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

K. Authorization to Transact Business in the Commonwealth:

Contractor shall certify that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

L. Schedule of Events:

Event	Date
RFP Issued	August 16, 2016
Pre-proposal Conference	August 24, 2016 @ 1:00 p.m.
Question Deadline	August 31, 2016 @ 5:00 p.m.
Proposals Due	September 7, 2016 @ 2:00 p.m.
Oral Presentations, if any	The week of September 19 th , 2016 (tentative)

M. Proposal Submission:

Proposals meeting the requirements set forth in Section IV shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

City of Norfolk, Virginia
Office of the Purchasing Agent
Suite 250
232 E. Main Street
Norfolk, Virginia 23510
RFP 5186-0-2017/DT, Technical Assistance and Advisory Services for HUD-
National Disaster Resilience Funding

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be not be accepted.

N. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work and the Submittal Requirements set forth in Section IV. It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the format set forth in Section IV and to include the required information could result in a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete.

O. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: invoke the protections of this section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

P. Exceptions to the City's Contractual Terms and Conditions

Identify any exceptions to the City's Contract Terms and Conditions (set forth in Section III), including any proposed revision(s), and an explanation of why any such revision is needed. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP.

Q. RFP Closing

Offeror shall ensure its proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time will not be considered and will be returned to the Offeror unopened.

R. Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

S. Cost incurred in Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

T. Disposition of Proposals:

On receipt by the City, all materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and subject to the Virginia Freedom of Information Act ("VFOIA") provisions.

U. Proposal Evaluation Process:

Evaluation of proposals will be in accordance with City Code, Section 33.1-37. The City will evaluate the proposals submitted and rank the proposals using the following 100-point scale:

Technical Criterion	Points
Specialized experience and technical competence	50
Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines	20
Approach and Capacity and (Cross-disciplinary)	10
Approach to promote Disadvantage Business Enterprise	10
Price	10
TOTAL	100

Pricing will be evaluated objectively. The City will compute the total of 10 points for pricing with the following equation:

$$\begin{aligned} &\text{lowest/individual totals} = X \\ &X (.10) \\ &= \text{point number received for price} \end{aligned}$$

V. Selection Committee:

1. Selection Committee: The Purchasing Agent will establish Selection Committees with relevant subject-matter expertise in reviewing and evaluating responses to a solicitation. Each response to a solicitation for the award of a professional service will be evaluated by a committee of five (5) individuals consisting of:

- The manager of the Resilience Office requesting the service, or his/her designee;
- Personnel from the Office of Budget and Strategic Planning, or his/her designee;

- Personnel from the CDBG and the Resilience Office who will manage and monitor the contract;
- A professional from within local government who possesses expertise in the relevant field; and
- The Finance Director and Public Works Finance Operations Manager, or his/her designee.

2. Selection: The City will select an according to the procedures described in the City's Section 33.1-37 of the City's Code. The Selection Committee will first evaluate and rank responsive RFP Responses on the following selection Technical criteria and weighting factors listed below and provide an assessment of that score.

Price Proposal

Price proposals must be submitted in a separate envelope marked "Price Proposal".

Shortlist

The City at its sole discretion may recommend a selection of Offerors for a short list based on the overall ranking.

During the review of any Proposal, the Evaluation Committee may:

- conduct reference checks relevant to the Project with any or all of the references cited in a Proposal to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of Proposals;
 - seek clarification of a Proposal from any or all Offerors and consider such supplementary information in the evaluation of Proposals; and
 - request interviews/presentations with any, some or all Offerors or Team Members to clarify any questions or considerations based on the information included in Proposals during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation.
4. Ownership: All proposals and/or documentation submitted therewith are City property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption. The City will not credit any blanket exemption claims lacking specific justification. The City does not guarantee the confidentiality of submissions.
5. Fees and Costs: Offerors should provide an explanation as to how much it proposes to charge the City to provide the needed services. The explanation should include any and all fees and/or costs associated with providing the services.

6. Effect: This Request for Proposals and any related discussions or evaluations by anyone create no rights or obligations whatsoever. The City may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the resulting contract executed by the City and the successful offeror, if any, is the exclusive statement of rights and obligations extending from this solicitation.
7. Proposal Review: In accordance with the City's Code Section 33.1-37, the review committee will evaluate each proposal response submitted and rank the response in accordance to the procurement guidelines and schedule of events discussed within the proposal. However, the City reserves the right to modify the qualification process and dates as deemed necessary.

The City may request an online demonstration of specific vendors' solutions prior to the selection completion date. Offerors should be prepared to provide such a demonstration in a timely fashion.

8. In-Process Technical Review: Contractor's performance of the Work shall be subject to in-process technical review by the City's Technical Representative or such other person(s) as may be designated in writing by the City provided such actions are not unreasonable and does not interfere with the progress of the work.

If the City identifies a likely service provider, it may negotiate a final agreement with the Offeror and fix the relationship by contract. The contract shall contain the standard City provisions in the Contract Terms and Conditions (set forth in Section III).

W. Presentations:

If, in the City's opinion, offeror presentations or demonstrations of the proposals are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror. Travel will be at the offeror's expense.

X. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to cancel the solicitation and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

Y. Protests:

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

Z. Small, Women, and Minority ("SWaM") Business

It is desire of the City to facilitate the establishment, preservation, and strengthening of small business and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City encourages these firms to compete and encourages non-minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. A listing of qualified businesses is available from the Virginia department of Minority business Enterprise (www.dmb.state.va.us). Firms are asked, as part of their proposal, to describe any planned use of such businesses. Please include in your proposal whether your firm or any of sub-consultants is a SWaM business.

Remaining page intentionally left blank.

SECTION III – CONTRACT TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a minimum of one (1) year and a maximum of seven (7) year.

INSURANCE REQUIREMENTS

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense.

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident covering vehicles used by contractor, or the contractor's employees and agents, as part of providing the services under this RFP and subsequent contracts(s). Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE that will protect the Contractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract, and for three years thereafter, whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance are \$1,000,000 each occurrence, \$2,000,000 aggregate.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

Contractor will furnish the City with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in Paragraphs _____ of this Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in Paragraph _____ above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Agreement/Contract, the Contractor will furnish a certificate of insurance evidencing renewal of such coverage to the City within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, and, or the City's designated agents for this Contract/Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Contract/Agreement.

SUBCONTRACTOR'S INSURANCE: The Contractor will require each of his Sub-Contractors for work performed under this agreement to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor will furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The Sub-Contractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor will furnish at least one copy the Sub-Contractor's policies/certificate to the City.

INDEMNIFICATION

The Contractor shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit. This paragraph shall survive the expiration or termination of this Agreement.

APPROPRIATION OF FUNDS

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the Council of the City of Norfolk. The City shall not incur any obligation or liability under this Agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which this Agreement is in effect. Funds are certified for the first year of this Agreement. On or before _____ of each succeeding Contract Year during the term of this Agreement, the Director of Finance shall certify the funds for that Contract Year. If such funds are not available and/or appropriated, the City may cancel the Agreement without incurring any liability

and/or damages of any type to the Contractor. Any such cancellation may be by a written notice from the City to the Contractor.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by any subcontractor under this Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Agreement; or
- b. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the City for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. A Contract modification or Amendment to this Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The City shall not be held responsible for failure to perform its duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the City that make performance impossible or illegal, unless otherwise specified in the Contract.

CITY OF NORFOLK BUSINESS LICENSES

The Contractor must comply with the provisions of Ordinance No.38.573 ("Business Licensing") and Taxation of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to this Agreement, the Contractor must contact the City of Norfolk, Business Tax Services, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

DEFAULT AND TERMINATION

If Contractor fails or refuses to perform any of the terms of this Agreement, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Agreement in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SUSPENSION OR TERMINATION OF AGREEMENT BY CITY

The City, at any time, may order Contractor to immediately stop work on this Agreement, and/or by thirty (30) days written notice may terminate this Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Agreement obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise.
- B. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

ASSIGNMENT

Contractor shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under this Agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of the City.

INDEPENDENT CONTRACTOR

Contractor shall at all times act as an independent contractor in the performance of this Agreement. Neither Contractor nor its employees or agents shall represent themselves to be, or be deemed to be, employees of the City.

SEVERABILITY

If any provisions of this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

WAIVER

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

CHANGES

This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

GOVERNING LAW AND VENUE

This Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in City of Norfolk.

ETHICS IN PUBLIC CONTRACTING

Contractor hereby certifies that it has familiarized itself with §§33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," and further that all amounts received by Contractor, pursuant to this Agreement are proper and in accordance therewith.

NONDISCRIMINATION

In the performance of this Agreement, Contractor agrees that it will adhere to the nondiscrimination requirements set forth in §33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended.

DRUG FREE WORKPLACE

During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor'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 Contractor'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 Contractor that the Contractor maintains a drug-free workplace; and (iv) 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 subcontractor 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 contractor by the City, the employees of which Contractor 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. As a condition of continued service on the contract, any Contractor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Remaining page intentionally left blank.

SECTION IV- PROPOSAL SUBMITTAL REQUIREMENTS

A. General:

Proposals must be submitted as one (1) hard copy containing an original longhand signature on the Proposal Cover Page, and five (5) additional copies, each including a photocopy of the original signed Proposal Cover Page (six (6) copies total), and six (6) electronic CD copies. Copies shall not deviate in any way from the original. The Cover Page must be signed by a person authorized to legally bind the offeror.

The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, the number of the RFP. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Pricing shall be submitted in a separate envelope marked "**Price Proposal**".

B. Proposal Standards:

Proposal shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this RFP shall comply with the following guidelines:

All copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;

All copies shall be double-sided;

Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers should be avoided;

Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and Proposals shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

C. Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary nor desired by the City.

D. Format of Proposals

Offeror shall respond to this RFP with a written proposal in the format outlined below. The proposal shall include, at a minimum, the following clearly identified sections, page numbers, and each under separate tabs: Numbered tabs and dividers are required for each of the sections listed and in the order below:

Additional instructions are in Section II of this RFP.

- I. RFP COVER PAGE
- II. EXECUTIVE SUMMARY
- III. EXPERIENCE IN PROVIDING SIMILAR SERVICE
- IV. APPROACH AND CAPACITY
- V. PRICING
- VI. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS
- VII. ATTACHMENTS A, B, C, D, E, AND F, COMPLETED, SIGNED or INITIALED AS NECESSARY

Each element should be completed and omissions shall be explained.

I. RFP COVER PAGE

Offerors shall complete the first page of the RFP, sign and submit with their proposal. Attachments to this RFP shall be filled and initialed or signed as necessary and submitted as part of proposals.

II. EXECUTIVE SUMMARY

The Offeror's proposal shall contain an executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches. Offeror's shall clearly indicate required experience, the single contact and authorized representative of the Proposer, to include mailing address, telephone number, email address and website (if available).

The proposal shall clearly demonstrate the applicant's qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services. Copies of the solicitation and related information are available from the City's purchasing website at <http://www.norfolk.gov/purchasing>.

III. EXPERIENCE IN PROVIDING SIMILAR SERVICE

Offeror must have at minimum three (3) years' experience working directly on CDBG-DR and/or CDBG-NDR projects.

Provide detailed description of the similar projects and detail how these projects were similar in scope, objectives, timelines, technical approach, etc.

Offerors shall also submit a listing of relevant projects completed within the last three (3) years by the proposed Project Manager ("PM"). Reference projects should demonstrate applicable skills and experience to successfully complete the Scope of Work described in SERVICES.

This listing shall indicate:

- Project Name.
- Description of PM Role.
- Percentage of Time as related to the total worked on the Reference Project.
- For whom the work was performed, including Company Name, Contact Person and that person's email and phone number (inactive emails or phone numbers will result in a deduction of points).
- Proposed Cost and Final Billing Cost, provide reason(s) for cost variances
- Proposed number of days for completion and actual number of days for completion, provide reason(s) for variances.
- Links to an electronic copy of the plans and any other relevant information available electronically.

IV. APPROACH AND CAPACITY

Offeror shall detail the proposed approach to provide the requested services and capacity of current or future staff to meet the demands of the City, to include cross-disciplinary approach to team composition. Offeror shall provide the credentials or resumes of the key program staff members and lines of authority, and the manager's portfolio of experience, as well as an organizational chart which describes the division of responsibilities among the members of the staff (including sub-consultants). Offerors shall include the office locations of all sub-consulting team members identified in your organization chart.

Provide names, addresses and telephone numbers of at least three (3) jurisdictions for whom your agency provided services as requested above in the past two (2) years, from the date of issuance of this RFP. At a minimum, offerors shall provide the following information: Name of an individual from that jurisdiction that can provide information regarding the quality of services provided by your firm; Contact person's email address, and phone number; and Description of the services provided by your firm for the client.

Offeror shall also provide all relevant certifications, include the names of subcontractors, their identification, their areas of expertise, and a description of how they will be used in performance of the services.

1. Approach and Methodology.

The Offeror shall:

- a. Detail its understanding of the scope of the project, its technical requirements, and the proposed methodology for delivery of services with particular emphasis on CDBGG-DR and or / CDBG-NDR projects. Any information and data that the Offeror will require from the City must be identified in this section.
- b. Demonstrate experience working collaboratively with public and private stakeholders in a wide range of settings (i.e., one-on-one meetings, group meetings, community forums and formal presentations before elected or appointed bodies).

2. Work Plan.

The Offeror shall provide a detailed summary of your current workload and future commitments over the next two years. This should be in a bar graph format and show how your assigned staff for this project will be allocating their time within your project portfolio.

Additionally, the Offeror shall include a proposed timeline or project schedule detailing all required major tasks, sub-tasks, and milestones to be completed based on the Scope of Work. This description should discuss how each task/deliverable will be completed and should include a project management chart detailing all major tasks, sub-tasks, milestones, critical path items, total number of days from date of Notice to Proceed to final completion (if applicable). This or another chart should also include the estimated level of effort proposed for each task, including the staff to be assigned to that task, number of hours per person per task, total number of hours and other resources proposed by the contractor, including any incidentals such as travel and printing, to complete the Work. A final work plan will be negotiated with the City upon award of the contract.

The Offeror shall:

- a. Demonstrate experience preparing concise, well-written reports with supporting documentation and demonstrate experience preparing and presenting subject matter of reports and supporting materials in public presentations.
- b. The Offeror shall detail any concerns it may have in being able to successfully perform the Work and how it plans to mitigate any concern.

3. Cross-Disciplinary Approach

The City is focused on building the City's resilience by ensuring that each City project looks to achieve the maximum benefits for our citizens. Our approach to maximizing project benefits is whenever possible to construct project teams that bring a variety of learning, experience and approaches from multiple fields of work. The Resilience Office believes this cross-disciplinary approach to team building is essential to driving innovation in solutions to the complex problems this project is designed to address.

The Offeror shall explain in detail its approach to maximizing the City's intent to create a cross-disciplinary approach to the resources explained above.

V. PRICING (Separate sealed envelope)

Offeror shall provide an itemized pricing breakdown to reflect costs per deliverable per Element as provided in Scope on an estimated annual and hourly basis. Each position shall include a description and minimum experience requirements. Pricing shall be submitted in a separate sealed envelope.

VI. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS

Identify any exceptions to the City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the City's Contractual Terms and Conditions will not be

performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

VII. ATTACHMENTS A, B, C, D, E, AND F, COMPLETED, SIGNED or INITIALED AS NECESSARY

All other Attachments are supplied by the City as information. The following Attachment will only be requested of the successful offeror prior to obtaining a contract: Attachment "G" CDBG Compliance Provisions

ATTACHMENT A: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of offeror), we 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 competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, 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 City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80.

Sec. 33.1-94—33.1-100. - Reserved.

Initial: _____

Remaining page intentionally left blank.

ATTACHMENT C: NONDISCRIMINATION

Sec. 33.1-53. - Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor 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.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: _____

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ATTACHMENT D: DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

Remaining page intentionally left blank.

ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW

1. **CERTIFICATION.**

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name) _____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT F: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

I. CERTIFICATION.

A. The offeror (Please fill in with your enterprise's complete name) _____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

B. 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 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT G: CDBG COMPLIANCE PROVISIONS

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
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4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
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7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
8. AGE DISCRIMINATION ACT OF 1975
9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
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32. DISCRIMINATION DUE TO BELIEF
33. CONFIDENTIAL FINDINGS
34. LOBBYING

Remaining page intentionally left blank.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(applicable to contracts and subcontracts above \$10,000)

- A. During the performance of this contract, the Sub-recipient agrees as follows: The will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Sub-recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Sub-recipient's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Sub-recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Sub-recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Sub-recipient's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Sub-recipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Sub-recipient will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of

Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon

each sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Sub-recipient becomes involved in, or is threatened with, litigation with a subSub-recipient or vendor as a result of such direction by the Department, the Sub-recipient may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES** (applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or sub-recipient certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or sub-recipient agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed sub-recipients prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed sub-recipients (except where proposed sub-recipients have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Sub-recipient shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Sub-recipient shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Sub-recipient agrees to send to each labor organization or representative of workers with which the Sub-recipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Sub-recipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the sub-recipient is in violation of the regulations in 24 CFR part 135. The Sub-recipient will not subcontract with any sub-recipient where the Sub-recipient has notice or knowledge that the sub-recipient has been found in violation of the regulations in 24 CFR part 135.

E. The Sub-recipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-recipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
(applicable to contracts and subcontracts over \$10,000)

- A. The Sub-recipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Sub-recipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Sub-recipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Sub-recipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Sub-

recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- E. The Sub-recipient will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Sub-recipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

- F. The Sub-recipient will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Sub-recipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Sub-recipient shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (applicable to contracts and subcontracts exceeding \$100,000)

The Sub-recipient and all sub-recipients shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Sub-recipients and sub-recipients shall furnish to the owner, the following:

- A. A stipulation by the Sub-recipient or sub-recipients, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the

List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

- B. Agreement by the Sub-recipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Sub-recipient that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Sub-recipient will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The Commonwealth of Virginia, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Sub-recipient which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the Commonwealth of Virginia and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Sub-recipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Sub-recipient shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Sub-recipient agrees as follows:

- A. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-recipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The SUB-RECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Sub-recipient's shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Sub-recipient shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Sub-recipient.
- C. If the Sub-recipient uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Sub-recipient and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Sub-recipient for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Sub-recipient under this contract shall, at the option of the Owner, become the Owner's property and the Sub-recipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Sub-recipient, and the Owner may withhold any payments to the Sub-recipient for the purpose of set-off until such time as the exact amount of damages due the Owner from the Sub-recipient is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least thirty (30) days notice in writing to the Sub-recipient. If the contract is terminated by the Owner as provided herein, the Sub-recipient will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Sub-recipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

- A. The Sub-recipient shall not enter into any subcontract with any sub-recipient who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the Commonwealth of Virginia.
- B. The Sub-recipient shall be as fully responsible to the Owner for the acts and omissions of the Sub-recipient's sub-recipients, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Sub-recipient.
- C. The Sub-recipient shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind sub-recipient to the Sub-recipient by the terms of the contract documents insofar as applicable to the work of sub-recipients and to give the Sub-recipient the same power as regards terminating any

subcontract that the Owner may exercise over the Sub-recipient under any provision of the contract documents.

- D. Nothing contained in this contract shall create any contractual relation between any Sub-recipient and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Sub-recipient represents and warrants that it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Sub-recipient or the Sub-recipient's sub-recipients may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Sub-recipient to be performed hereunder. Such changes, including any increase or decrease in the amount of the Sub-recipient's compensation which are mutually agreed upon by and between the Owner and the Sub-recipient, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Sub-recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Sub-recipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Sub-recipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the sub-recipients with such regulations, and shall be responsible for the submission of affidavits required of sub-recipients there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Sub-recipient shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Sub-recipient from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF SUB-RECIPIENT

The Sub-recipient covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Sub-recipient further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The SUB-RECIPIENT will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS



August 30, 2016

TO: ALL POTENTIAL OFFERORS

RE: RFP 5186-0-2017/DT, Technical Assistance and Advisory Services for HUD-National Disaster Resilience Funding, Addendum 1

Due: September 7, 2016 at 2:00 p.m. Eastern Standard Time

The above referenced RFP is hereby amended and clarified to include the following revisions to the solicitation documents:

Clarifications:

Project Manager cannot service as design, engineering, environmental assessment or construction firm. The Project Manager is acting as the City's representative with respect to these services for the project. Therefore it would be a conflict of interest for the project manager to be in a position of managing their own firm to deliver one of those services.

Technical Assistance/Technical Advisory role: There would be no conflict of interest in a Project Manager, Designer, Engineer or environmental services provider also serving in the Technical Assistance or Technical Advisor role.

Questions:

1. Will the second project in this RFP would be awarded at the same time as the first and run concurrently, or if the first project had to be completed to before work on the second began?

R. Project 1: Within 3 months of the execution of the sub-recipient agreement, consultant will provide guidance, technical assistance and support in identifying and implementing a comprehensive data management and reporting system for CDBG-DR Grant funds:

Project 2: Within 6 months of the execution of the sub-recipient agreement Consultant will provide City staff with technical assistance, advisory services and support for ensuring that compliance documentation and processes are in place for all CDBG-DR funded activities.

These activities will run concurrently. The sequencing of all activities, to the extent possible and as needed, will overlap in implementation.

2. To what extent, positively or negatively, will it be considered during the selection process by Purchasing or Public Works of a consultant who is both (1) a prime or subconsultant on the Technical Assistance and Advisory Services contract, AND (2) a prime or subconsultant on the Environmental and/or Design contract for this project?

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- R. There will be no impact, positively or negatively, on the consideration of consultant for the Technical Assistance and Advisory Services of a firm that is also a prime or subconsultant on the Environmental or Design contract.
3. The Technical Assistance RFP lists on Page 5 the "Creation of public engagement and communication materials" as a possible deliverable. Will the Technical Assistance firm be expected to lead the public engagement activities with the City for the totality of NDRC related activities?
- R. The contractor should be prepared to assist the city throughout the life of the contract. However, the City will be the lead organization in public engagement activities and will request advice and assistance from the contractor in this area.
4. How much of the five (5) percent of administration costs will the Commonwealth of Virginia allocate to the City of Norfolk?
- R. That amount has yet to be determined.
5. Please clarify the differences, if any, between the following requirements:
- a. *Section IV, D.III. Experience in Providing Services* requires offerors to provide a listing of relevant projects completed within the last three (3) years by the proposed Project Manager ("PM"). Reference projects should demonstrate applicable skills and experience to successfully complete the Scope of Work described in Services.
- R. It is up to the offeror to decide what experience it wishes to highlight and which clients it wishes to include as references.
- b. *Section IV, D.IV. Approach and Capacity* requires offerors to provide names, addresses and telephone numbers of at least three (3) jurisdictions for whom your agency provided services as requested above in the past two (2) years, from the date of issuance of this RFP.
- For the offeror's response for the three jurisdictions in Approach and Capacity refer to its response to the Experience in Providing Services?
- R. It is up to the offeror to decide what experience it wishes to highlight and which clients it wishes to include as references.
6. *Section I – Background, Purpose, and Scope of Services, C. Scope of Services, Services: Performance and Contract Management* states that the consultant's failure to meet mutually agreed upon task-specific deadlines may result in five percent (5%) penalty discount on the subsequent invoice. Please provide an example and/or otherwise clarify the base the five (5) percent would be calculated.

- R. The City anticipates issuing task orders for specific deliverables on an as needed basis over the life of the contract. Each of these task order will specify



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specific timelines and costs. If the task-specific timeline is not met, up to five percent penalty discount on that task order alone would be imposed.

7. Will there be more than one addendum issued, or will all questions be answered in a single addendum?

R. The City will issue additional addenda as needed.

All other provisions of the RFP shall remain unchanged. The provisions, herein, shall become part of the RFP package, and offeror shall acknowledge receipt of the addendum by signing in the space provided below and returning it with your proposal.

Name of Firm: _____

Signature: _____
(Offeror)

Sincerely,

Danny Hawk, CPPB
Procurement Specialist



September 3, 2016

TO: ALL POTENTIAL OFFERORS

RE: RFP 5186-0-2017/DT, Technical Assistance and Advisory Services for HUD-National Disaster Resilience Funding, Addendum 2

Due: September 7, 2016 at 2:00 p.m. Eastern Standard Time

The above referenced RFP is hereby amended and clarified to include the following revisions to the solicitation documents:

Clarifications:

The due date has changed to **September 13, 2016** at 2:00 p.m.

Questions:

1. We are aware that the City of Norfolk and the City of Norfolk Department of Public Works have released solicitations for "Technical Assistance and Advisory Services for HUD National Disaster Resilience Funding" and "National Disaster Resilience Competition (NDRC) - OHIO CREEK – Program Management Services," respectively.
 - a. Can you please confirm that bidders are permitted to propose on both solicitations?

R: Bidders are permitted to submit proposals for both solicitations.
 - b. Are bidders subsequently eligible for award of both contracts?

R: Bidders are eligible for award for both contracts.
2. Can you confirm that there is no conflict in pursuing/delivering bids for more than one of the NDRC Funding RFPs (Program Management, Technical Assistance, and Environmental Services), either as a Prime or a Sub-Consultant?

R: If a firm is awarded the Program Management contract either as a prime or a sub-contract, that firm will not be awarded a contract, either a prime or a subcontractor, over which the Project Management contract has decision making authority: i.e. environmental services, design services, construction services.
3. As the contract length is not determined at this point, but may last up to 7 years, how would the City like the fee proposal laid-out? Should there be an initial 12-18 month engagement fee proposal, and a separate 'on-call' fee proposal?

R: To maintain maximum flexibility, the City anticipates issuing task orders quarterly to identify needed technical advisory services and technical assistance services for that period of time. The bidder should present the fee proposal on an estimated annual and hourly basis by deliverable.
4. What is the extent of stakeholder engagement required for this contract? Will it be throughout the contract or focused on the initial 12-18 month engagement? The RFP discussed internal engagement, but lists an external engagement deliverable. Can you

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clarify?

R: The Resilience Office anticipates that the successful bidder will provide technical support and technical assistance for stakeholder engagement. These services should be available to the City throughout the life of the contract. It is anticipated that the need for these services will be most acute during the initial 12-18 months of the contract.

5. Is there a conflict if a member of the team is currently contracting with the State of Virginia on CDBG work?

R: There would only be a conflict if the firm has been hired by the Commonwealth of Virginia to oversee the implementation of the NDRC contract.

6. The Technical Assistance RFP lists on Page 5 the "Creation of public engagement and communication materials" as a possible deliverable. Will the Technical Assistance firm be expected to lead the public engagement activities with the City for the totality of NDRC related activities?

R: The Resilience Office is seeking technical assistance and technical support from the successful bidder. It is not anticipated that the successful bidder will lead public engagement activities.

7. Section A. General indicates that there are expected to be a total of six (6) copies of the proposal and six (6) electronic CD copies of the proposal. Section A. General also states that pricing shall be submitted in a separate envelope marked "Price Proposal". Please clarify, the number of paper copies and electronic CD copies of the pricing proposal that are required to be submitted.

R: Submittals shall include one (1) original proposal and five (5) copies of the proposals for a total of six (6) copies of the proposals. One (1) electronic copy of the proposal with pricing. One (1) original price proposal in a separate envelope inserted into the original proposal.

8. Section A. General requires the proposal to be submitted on electronic CD copies in addition to the paper copies. Please clarify if the only approved electronic format is CD or if USB drives are acceptable.

R: CDs are preferred but USB drives are acceptable.

All other provisions of the RFP shall remain unchanged. The provisions, herein, shall become part of the RFP package, and offeror shall acknowledge receipt of the addendum by signing in the space provided below and returning it with your proposal.

Name of Firm: _____ Signature: _____
(Offeror)

Sincerely,

Danny Hawk, CPPB
Procurement Specialist

Office of the Purchasing Agent
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Phone: 757-664-4787 ▪ Fax: 757-664-4018



City of
NORFOLK

September 7, 2016

TO: ALL POTENTIAL OFFERORS

RE: RFP 5186-0-2017/DT, Technical Assistance and Advisory Services for HUD-National Disaster Resilience Funding, Addendum 3

Due: September 13, 2016 at 2:00 p.m. Eastern Standard Time

The above referenced RFP is hereby amended and clarified to include the following revisions to the solicitation documents:

Questions:

1. The RFP indicates that "The City will not reimburse for cost associated with travel outside of Norfolk. Any reimbursement for travel costs outside of the City must be pre-approved by the City contract management staff." Please clarify how the City would like bidders to account for these costs in the price quote. For example, would the City like bidders to propose labor rates that are inclusive of travel costs (i.e., travel costs are built into the labor rates so there is no need for the City to separately approve and/or reimburse for travel costs outside of the City)? Alternatively, bidders could specify a set cost-reimbursable budget for travel costs, which could be tapped as approved by City contract management staff.

R: The City will not require the bidder to travel outside of the City on city business without authorizing the cost of that travel. That cost will be reflected in the pricing of the task orders that will authorize work by the city.

2. How much on-site presence does the City anticipate requiring over the life of the contract?

R: The City cannot be precise, but anticipates a significant need for on-site assistance, especially in the early months of the contract.

3. Does "travel outside of Norfolk" refer to travel of on-site personnel (Norfolk stationed personnel) to other locations for meetings, conferences and other coordination activities with other cities? Or does it mean the offeror cannot plan for travel for subject matter experts from other cities/states to travel to Norfolk to advise and contribute to the program?

R: The "travel outside of Norfolk" refers to the city requesting the provider to travel outside of Norfolk on behalf of the city of Norfolk.

All other provisions of the RFP shall remain unchanged. The provisions, herein, shall become part of the RFP package, and offeror shall acknowledge receipt of the addendum by signing in the space provided below and returning it with your proposal.

Office of the Purchasing Agent
232 East Main Street, Suite 250 ▪ Norfolk, Virginia 23510
Phone: 757-664-4787 ▪ Fax: 757-664-4018

Name of Firm: _____ Signature: _____
(Offeror)

Sincerely,



Danny Hawk, CPPB
Procurement Specialist

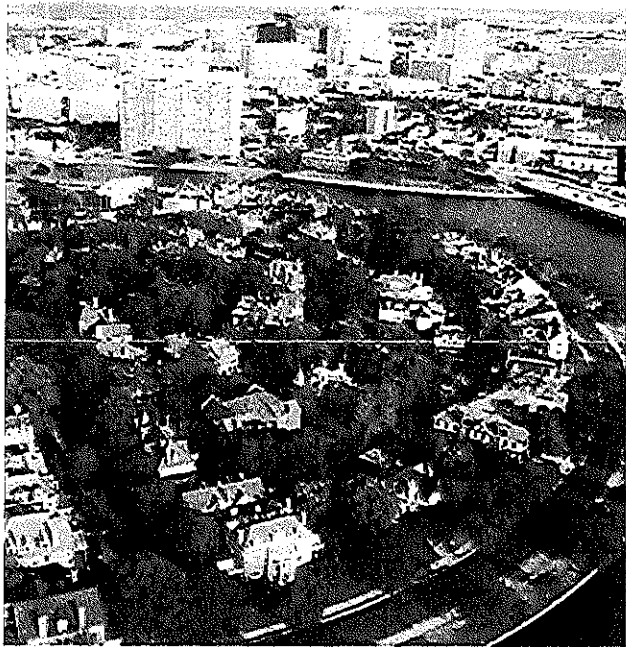
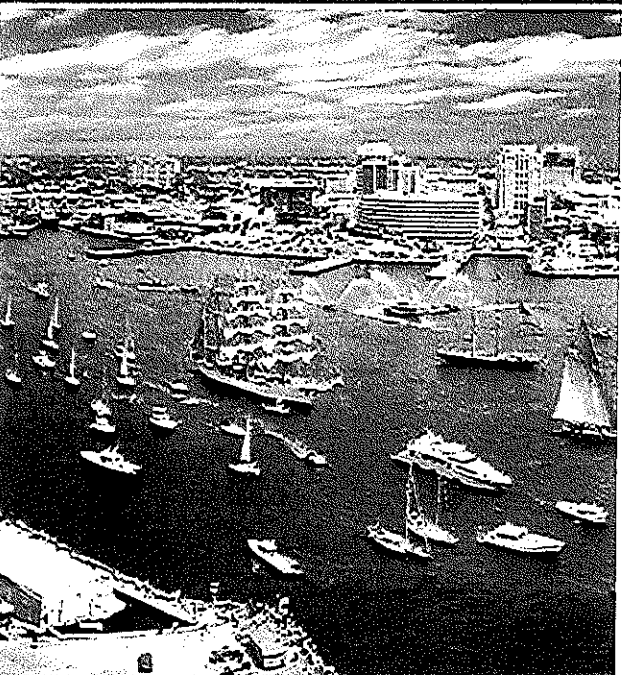


EXHIBIT B TECHNICAL ASSISTANCE & ADVISORY SERVICES

HUD-National Disaster Resilience Funding

RFP: 5186-0-2017/DT

09.13.16 - 2PM



**HR&A ADVISORS, INC.
TECHNICAL PROPOSAL**

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City of Norfolk

RFP 5186-0-2017/DT

**Technical Assistance and Advisory Services for HUD-
National Disaster Resilience Funding**

Issuing Office: Office of the Purchasing Agent

Attn: Darlene Thomas, Buyer II

232 E. Main Street, Suite 250

Norfolk, VA 23510

V: 757-823-4589

Darlene.thomas@norfolk.gov

Issued: August 16, 2016

RFP Opening Date and Time: September 13, 2016 - 2:00 p.m. Eastern

Time Pre- Proposal Conference: August 24, 2016 - 1:00 p.m.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 JS **#2** JS **#3** JS **#4** JS (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

Offeror Legal Name:	HR&A Advisors, Inc.
Offeror Address:	99 Hudson Street, 3 rd Floor New York, NY 11216
Offeror Contact Name:	Jamie Torres-Springer
Offeror Contact Email Address:	jspringer@hraadvisors.com
Offeror Contact Telephone Number:	212-977-5597
Authorized Agent Signature:	
Authorized Agent Name (Printed):	Jamie Dang
Authorized Agent Contact Email:	jdang@gmail.com
Authorized Agent Contact Phone:	(646) 695-9517
Date of Proposal:	09/07/16
Virginia State Corporation Commission Number:	F1843277

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP 5186-0-2017/DT

EXECUTIVE SUMMARY

HR&A, in collaboration with GCR, KW Consultants, and The Miles Agency, is pleased to present this proposal to provide technical assistance and advisory services to the City of Norfolk to support the implementation of their Department of Housing and Urban Development (HUD) National Disaster Resilience Competition (NDRC) grant. The City of Norfolk's NDRC-funded initiatives provide a seminal opportunity to strengthen regional resilience through two distinct paths: the implementation of district- and parcel-level resilience interventions within the Ohio Creek Watershed Transformation project and the creation of a Coastal Resilience Laboratory and Accelerator Center to catalyze the growth of coastal resilience-focused business opportunities and regional economic development. The HR&A Team – comprised of industry-leading firms in the fields of CDBG-DR/CDBG-NDR regulatory compliance, economic development, resilience planning and implementation, and community engagement – possesses the deep experience and broad qualifications necessary to support the City through not only the complexities of regulatory compliance and implementation, but also to use resilience as a catalyst for regional economic development.

HR&A has assembled a best-in-class team with significant national expertise and the local knowledge required to support the City. Across our Team, we have a breadth and depth of expertise that we believe will prove invaluable to the City of Norfolk. HR&A and GCR have provided extensive support to multiple jurisdictions throughout each phase of NDRC and are intimately familiar with the complexities of CDBG-DR/CDBG-NDR regulatory compliance. Our Team has developed CDBG regulatory compliance systems for jurisdictions across the country, often from the ground-up, while concurrently building local capacity through on-site trainings and workshops. The HR&A Team is also well positioned to move the City's initiatives from concept to fruition. HR&A and GCR are currently supporting the City of New Orleans in implementing their NDRC grant, aiding in regulatory compliance and developing implementation strategies for the City's projects and programs. As with all of our endeavors, our Team will have a significant on-site presence throughout the grant agreement period, including acquiring office space locally to ensure our Team is able to closely coordinate with City staff during critical phases of the grant agreement period.

APPLICANT DESCRIPTION & QUALIFICATIONS

Our cross-disciplinary Team, comprised of established and experienced firms across the resilience realm:

HR&A Advisors, Inc. (HR&A) is a national real estate and economic development consulting firm that specializes in resilience planning and implementation. We have provided solutions to the complex challenges of urban development and economic growth for over forty years. HR&A has developed coastal resilience and climate adaptation plans for cities along the East Coast and across the United States, and has successfully led multidisciplinary teams to implement strategies that strengthens vulnerable regions against the substantial impacts of natural disasters and climate change, in addition to participating in national high-level resilience capacity building initiatives such as 100 Resilient Cities and HUD's National Disaster Resilience Competition.

GCR Inc. (GCR) is a professional services and technology firm with offices in Covington, New Orleans, and Baton Rouge, Louisiana; Indianapolis, Indiana and Windsor, Connecticut. GCR has extensive experience working in the HUD-funded resilience and disaster recovery space. GCR recently supported four of the final thirteen awarded jurisdictions in the NDRC, and continues to provide support to several jurisdictions in the implementation phase. GCR's team is equipped with extensive knowledge of CDBG-DR/CDBG-NDR grant management processes, place-based mitigation solutions, and experience working in diverse communities to expand local capacity, buy-in, and adoption of resilience strategies.

EXECUTIVE SUMMARY

KW Consultants LLC was founded in 2015 by Kathleen Weissenberger, who spent ten years serving as the Director of Grant Services and State Community Development Block Grant Program Director for the Indiana Office of Community and Rural Affairs. KW Consultants, located in Indianapolis, Indiana, provides states, local governments and non-profits with grant writing, grant administration and program management services as well as providing training and technical assistance related to the CDBG Program and cross-cutting federal requirements.

The Miles Agency, established in 1989, is a niche marketing and public relations firm based in Virginia Beach, Virginia. The Miles Agency is a 100% minority- and woman-owned business and is SWaM-certified. The Miles Agency is arguably the oldest minority public relations firm in the Hampton Roads region and they specialize in creating and developing programs through advertising, public and community relations, and promotions that communicate specific messages to target groups in the marketplace.

We have extensive experience in supporting the implementation of CDBG-DR and CDBG-NDR funding and have been intimately involved in supporting NDRC and its grantees from the program's inception. Our team brings over 50 years of cumulative experience in CDBG-DR grant administration. HR&A led the delivery of technical assistance to all of the NDRC applicants through the Rockefeller Foundation's capacity building initiative. In this role, HR&A assisted each of the 67 jurisdictions through a variety of methods: individual technical assistance; a thorough analysis of approaches, specific projects, and applications; development of best practices; and the development of several Resilience Academies where hundreds of subject matter experts and thought leaders convened to support the applicants at key touch-points in the competition. HR&A and GCR are currently supporting the development of the nation's first resilience district, a groundbreaking project enabled through the \$141 million NDRC award to the City of New Orleans. Through this effort, HR&A and GCR are working together to develop financing, governance, and implementation strategies to support the creation of new parks and open space, and to ensure this district-level program is designed to be adaptable and scalable for future implementation across the city. GCR is currently supporting the implementation of NDRC projects across the country, including in Springfield, Massachusetts, Shelby County, Tennessee, the State of Louisiana, and the State of California. Our Team also benefits from the expertise of Kathleen Weissenberger of KW Consultants, who was responsible for the management and compliance of the State of Indiana's CDBG-DR programs, which included a program-wide portfolio of over \$450 million in CDBG-DR funds. Kathleen has facilitated CDBG-DR compliance training to expand local capacity across the country. We will be able to leverage our extensive experience to navigate the existing regulatory framework, ensure maximum flexibility for distribution of funds, and provide comprehensive regulatory and capacity-building support for Norfolk throughout the length of the grant agreement period.

ANTICIPATED CHALLENGES

We know Norfolk and understand the challenges and opportunities within the region. HR&A supported the City of Norfolk through its 100 Resilient Cities engagement, and guided the City's development of a comprehensive resilience strategy that considered risk through multiple lenses – social, physical, and economic. As part of Norfolk's resilience strategy development, HR&A analyzed existing economic conditions to inform future economic development efforts and outlined key issues facing Norfolk's economy. From this analysis, we understand the structure and composition of the Norfolk economy, including both its challenges and its possibilities for growth. As Norfolk is eager to expand its economy and develop both its infrastructural resilience and its resilience-sector economy, we will offer guidance as to how to meet both of these goals while ensuring the support of an economy that integrates low and medium income (LMI) communities into the wider region. Additionally, as Norfolk is home to a variety of strong educational institutions and governmental partners, our economic development approach will prioritize the continued success of these institutions and their integration into Norfolk's resilience projects. Throughout our work, we will attempt to ensure economic development is not limited to a single area or sector, but that it is spread throughout the City and touches all communities.

COST SAVING OPPORTUNITIES & CREATIVE APPROACHES

We believe that the most successful resilience initiatives are built around a cross-disciplinary approach focused on creative solutions to complex climate adaptation issues. The HR&A Team will utilize existing templates for regulatory compliance and leverage previously successful training modules, allowing local capacity-building to commence as early as grant negotiations. Through our experience working with HUD officials, we will maximize Norfolk's capacity to both utilize their awarded funds and tap into new funding sources through innovative financing strategies. During program design of the NDRC-funded initiatives, the Team will work with the City's partners in the private sector and higher education to expand the scope of projects to reach the widest population, especially the LMI communities in Norfolk. Through our current and prior work in Norfolk, we understand the particular issues facing the community and our team will constantly think outside the box, considering how resilience and economic development can be mutually enforcing. Our work in Norfolk will bring together public, non-profit, and private resources to implement projects and develop initiatives that not only mitigate and adapt to climate change, but also build community cohesion and generate accretive economic returns that enable long-term sustainability.

APPROACH

Task 1: CDBG-DR/-NDR Regulatory Issues | Our Team will commence the project with a kick-off meeting with the City, setting the agenda for the first phase of the work which includes grant negotiations and DRGR Action Plan development. We will leverage our existing relationships with HUD and our deep familiarity with CDBG-DR/-NDR regulations to maximize the City's flexibility to promote their resilience vision. Our Team will continue to have an active presence in Norfolk throughout the grant agreement period, with bi-weekly on-site meetings with the City to build capacity and ensure close coordination between the City, the HR&A Team, and other members of the NDRC team. As former government employees and consultants to other CDBG-NDR grantees, our Team understands the complexities of federal regulations and will work closely with the City to develop compliance mechanisms and tools that are scalable and easy to use. We will also use our experience to propose waivers, as needed, to further leverage HUD funding and gain greater flexibility as the programs are developed. Additionally, with extensive experience in CDBG contract management, financial management, record keeping, beneficiary tracking and reporting, and duplication of benefits verifications, our Team is well-positioned to support the regulatory compliance

integral to successful design and implementation of CDBG-NDR funded projects. As part of our capacity-building, we will conduct a series of on-site training sessions for City employees.

Task 2: Financing Strategies | The Team will work with the City to develop innovative financing strategies to support the City's implementation of the Ohio Creek Watershed Transformation project and the Coastal Resilience Laboratory and Accelerator Center. Funding strategies for the Ohio Creek Watershed Transformation project may include a variety of revenue generation opportunities, such as earned income from open space activation, value capture, contributed income, and additional public funding. HR&A will work with the City's Design Consultant to ensure capital and ongoing operations costs are aligned with the City's expectations and resources. The Team will design the parcel-level green infrastructure program outlined in the City's application, using our substantial experience in program design and implementation in the resilience realm.

The Team will conduct a targeted economic analysis to highlight economic development opportunities that can be leveraged from NDRC-funded projects. The Team will prepare a baseline economic analysis leveraging existing city data, including work HR&A undertook as part of the City's 100 Resilient Cities engagement, as well as a regional economic scan to inform the program design of the Coastal Resilience Laboratory and Accelerator Center. As part of the economic analysis, the Team will identify potential development strategies within the Ohio Creek Watershed to support economic development for the Chesterfield Heights and Grandy Village neighborhoods, and enhance ties to the larger regional community.

As part of our program design for the Coastal Resilience Laboratory and Accelerator Center, the Team will focus on identifying the following: financing opportunities and creative solutions to regulatory hurdles, a sustainable governance structure to foster collaboration, and partners across the business and education communities, including local schools and universities. The Coastal Resilience Laboratory and Accelerator Center gives the City of Norfolk and the wider region an opportunity to lead the next phase of global coastal resilience thought leadership and business development.

Task 3: Low-Income Beneficiaries | The Team will examine and refine the strategies proposed in the City's resilience strategy and other existing local and regional initiatives to engage and connect vulnerable populations to economic opportunities. We will support the City in conducting outreach to understand the needs of the Chesterfield Heights and Grandy Village communities, building relationships and gaining further community context to shape the City's initiatives. These relationships will help to identify potential economic and workforce development opportunities available as a result of project implementation. To further inform decision making, and achieve desired outcomes, the Team will carry out targeted analysis, using publicly available data and other data sets, to understand the composition and conditions of LMI communities. In order to educate community members on the planned projects and their expected impacts, and to gather insights regarding perceived project benefits for LMI populations, the Team will work alongside the City to host a series of targeted public meetings and iterative public engagement workshops.

Task 4: Reporting and Administrative | The Team will continuously analyze administrative and programmatic processes to determine risks and vulnerabilities, using our on-site engagements and regular client calls to make adjustments as needed to address potential issues or challenges before they arise. The Team will develop standard reports to collect data from the City and its partners, creating a uniform process for the transmission of information across all levels of the project administration, which will allow for the aggregation and consistent generation of relevant reports. Towards performance tracking, the Team will implement an efficient process to allow all partners, from local funding recipients up to HUD, to report on project status and key performance indicators. In addition, using proven tools and processes from our Team's extensive experience implementing full-scale monitoring plans at the local and state government level, the Team will support the City, both on-site and remotely, through the creation of

EXECUTIVE SUMMARY

an overall Monitoring Plan and through educating all involved entities. The Team will also provide assistance with staff training and capacity-building, project oversight, and quality control.

Task 5: Coordination and Communication | The Team will work with the City of Norfolk to ensure an active stakeholder engagement plan is developed, both for internal and external stakeholders. We will take the vision and goals articulated by the City and create a comprehensive outreach plan for the City of Norfolk to promote not only the NDRC-funded projects but also resilience more broadly. Our Team will produce regular updates for federal and state funding partners, help facilitate community presentations and design charrettes, and ensure that the City's consultants for the implementation of the NDRC-funded projects are coordinating efforts and maximizing efficiencies.

Thank you for your consideration of our Team's proposal - HR&A looks forward to speaking to and working with the City of Norfolk. If any questions arise during the review of our proposal, please contact Jamie Springer, Senior Principal, whose contact information is listed below.

Primary Engagement Contact

Jamie Springer, Senior Principal
HR&A Advisors, Inc.
99 Hudson 3rd Floor
New York, NY 10013
(212) 977-5594
jspringer@hraadvisors.com
www.hraadvisors.com

FIRM PROFILE

“We founded this firm to continue the reinvention of the American city into vibrant urban centers that offer jobs and sustain a high quality of life for diverse communities.”

– John H. Alschuler, Chairman

HR&A Advisors, Inc. (HR&A) is an industry-leading real estate, economic development and public policy consulting firm.

We have provided strategic advisory services for some of the most complex mixed-use, neighborhood, downtown, campus, and regional development projects across North America and abroad for over thirty years. We understand the importance of linking accretive private investment with public resources to support investors and communities’ responsibilities and aspirations.

We have offices in New York, Los Angeles, Dallas, and Washington D.C., a presence that allows us to serve clients all over the world.

From Southern California to Brooklyn, and London to Hong Kong, we have guided hundreds of clients in transforming real estate and economic development concepts, and public infrastructure, first into actionable plans then into job-producing, community-strengthening assets.

We have served a range of clients – real estate owners and investors, hospitals and universities, cultural institutions, community development organizations and governments – since 1976.



SELECT AWARDS

HR&A's work has been recognized by numerous prestigious industry organizations.

American Society of Landscape Architects (ASLA), Award of Excellence in Analysis and Planning, Penn's Landing Redevelopment Feasibility Study, Philadelphia, PA, 2015.

American Society of Landscape Architects (ASLA), Honor Award in General Design, Massachusetts Convention Center Authority's The Lawn on D, Boston, MA, 2015

American Society of Landscape Architects (ASLA) Arizona Chapter, Honor Award in Analysis and Planning, Mesa City Center in Mesa, AZ, 2015

American Society of Landscape Architects (ASLA) Arizona Chapter, Honor Award in Analysis and Planning, Hance Park in Phoenix, AZ, 2015

American Institute of Architects, Small Project Award, Massachusetts Convention Center Authority's The Lawn on D, Boston, MA, 2015

American Planning Association, National Planning Achievement Award in Environmental Planning, Arlington County's Community Energy Plan, Arlington, VA, 2014

American Road & Transportation Builders Association, Globe Award, First Place in Public Transit, New York Rising Community Construction Program, NY, 2014

American Planning Association New York, Meritorious Achievement Award, Brooklyn Tech Triangle Strategic Plan, Brooklyn, NY, 2013

American Planning Association Missouri, Outstanding Planning Award, St. Louis Zoo Expansion Framework Plan, St. Louis, MO, 2013

PowerGrid International Magazine Best Energy Efficiency and Demand Response Project Award, Duke Energy's Smart Energy Now Program Design and Management, Charlotte, NC, 2012

American Institute of Architects Honor Award for Regional and Urban Design, Master Plan for the Central Delaware Riverfront, Philadelphia, PA, 2012

Rudy Bruner Award for Urban Excellence, Silver Medal, Brooklyn Bridge Park, Brooklyn, NY, 2011

International Economic Development Council Neighbourhood Development Prize, High Line Park Transformation, New York, NY, 2010

Society for College and University Planning Excellence in Planning for a District or Campus Component, Merit Award, The Aga Khan University for the AKU Faculty of Arts and Sciences University Village Land Use Plan, Karachi, Pakistan, 2010

American Society of Landscape Architects Honor Award, Brooklyn Bridge Park, Brooklyn, NY, 2009

International Economic Development Council Partnership Award, Cincinnati Center City Development Corporation (3CDC) Creation, Cincinnati, OH, 2009

Urban Land Institute Award for Excellence, Daniel Island Redevelopment, Charleston, SC, 2007

American Institute of Architects Honor Award for Regional and Urban Design, Anacostia Waterfront Initiative Framework Plan, Washington D.C., 2005

Rudy Bruner Award for Urban Excellence, Silver Medal, New Jersey Performing Arts Center, Newark, NJ, 2001

SELECT CLIENT LIST

Public Sector

Amtrak, USA
 Brooklyn Bridge Park Development Corporation, NY
 Boston Redevelopment Authority, MA
 Center City Development Corporation, CCDC, San Diego, CA
 Centro Partnership of San Antonio, TX
 City of Austin, TX
 City of Cincinnati, OH
 City of Greensboro, NC
 City of Houston, TX
 City of Los Angeles, CA
 City of Minneapolis, MN
 City of Phoenix, AZ
 City of Rochester, NY
 City of San Antonio, TX
 City of San Diego, CA
 City and County of San Francisco, CA
 City of Seattle, WA
 Connecticut Department of Transportation, CT
 County of Los Angeles Dept. of Mental Health, CA
 Daniel Island Development Corporation, SC
 Delaware River Waterfront Corporation, PA
 District of Columbia, Housing Authority, DC
 District of Columbia, Office of Planning, DC
 Empire State Development, NY
 Invest Atlanta (Atlanta Development Authority), GA
 Maryland National Capital Park and Planning Commission, MD
 Massachusetts Convention Center Authority, MA
 Minneapolis Parks and Recreation Board, MN
 New York City Department of City Planning
 New York City Department of Transportation
 New York City Housing Authority
 New York City Mayor's Office of Long Term Planning and Sustainability
 New York City Economic Development Corporation, NY
 New York Metropolitan Transportation Authority, NY
 New York State Energy Research and Development Authority, NY
 New Jersey Transit, NJ
 Olympic Park Legacy Company, London, UK
 Philadelphia Redevelopment Authority, PA
 Port Authority of New York and New Jersey, NY & NJ
 Portland Development Commission
 Southern California Association of Governments, CA
 Transport for London, UK
 Union Station Redevelopment Corporation, DC
 U.S. Department of Housing and Urban Development, DC
 Waterfront Toronto, Canada

Developers & Private Sector

Airbnb
 Boeing Realty Corporation
 Brookfield Properties
 Catellus Development Corporation
 Citicorp Real Estate, Inc.
 Delta Air Lines, Inc.
 Disney Development Corporation
 Duke Energy
 Forest City Ratner Companies
 General Growth Properties
 Hanjin International
 Home Depot Company
 Hostelling International USA
 Jamestown Properties
 Kushner Companies
 LCOR, Inc.
 MGM Resorts International
 Macerich Company
 Macy's
 Madison Square Garden
 Major League Soccer
 Montparnasse 56
 New York Times Company

NRG Energy
 Paramount Pictures
 ProLogis, Inc.
 The Related Companies
 S.L. Green Realty Corporation
 Skanska
 Target Corporation
 Tishman Speyer Properties
 Trammell Crow Company
 Triple Five Worldwide
 Verizon
 Walmart
 Westfield Corporation, Inc.
 Young Woo & Associates

Education & Healthcare

City University of New York
 Columbia University
 Kaiser Permanente
 Los Angeles Unified School District
 Memorial Sloan-Kettering Cancer Center
 New York Academy of Medicine
 New York Blood Center
 New York-Presbyterian Hospital
 The College of New Jersey
 University of California, Los Angeles
 University of North Carolina at Greensboro
 University of Pennsylvania
 University of Texas at Austin
 Washington University in St. Louis

Arts & Culture

American Museum of Natural History
 Brooklyn Academy of Music
 Harry Frank Guggenheim Foundation
 La Plaza Cultura y Artes
 Lincoln Center for the Performing Arts
 Menil Foundation
 Motion Picture Association of America
 NBC Universal
 New Jersey Performing Arts Center
 Newsweek
 New York Public Library
 North Carolina Museum of Art
 Paramount Pictures
 The Walt Disney Company
 The Whitney Museum

Civic & Other Not-for-Profit

92nd Street Y
 100 Resilient Cities
 Association for a Better New York
 Brooklyn Community Services
 Common Ground Community
 Design Trust for Public Space
 Deutsche Bank Americas Foundation
 Downtown Brooklyn Partnership
 The Enterprise Foundation
 Friends of the High Line
 The JPB Foundation
 Living Cities
 Los Angeles River Revitalization Corp.
 Open Society Foundations
 Research Triangle Foundation
 Rockefeller Foundation
 Rose Kennedy Greenway Conservancy
 Times Square Alliance
 The Trust for Public Land
 Trinity Wall Street
 Urban Green Council
 World Bank Group



FIRM PROFILE

GCR Inc. (GCR) is a professional services and technology firm with offices in Covington, New Orleans, and Baton Rouge, Louisiana; Indianapolis, Indiana and Windsor, Connecticut. For this engagement, GCR Inc. (GCR) has partnered with HR&A and KW Consultants to bring a team rooted in the practice of creating stronger, more resilient communities to the support the successful implementation of the City of Norfolk's Ohio Creek Watershed resilience program. Our team has significant experience working in the HUD-funded resilience and disaster recovery space. GCR recently supported four of the final thirteen awarded jurisdictions in the NDRC, and we are continuing to provide support to several jurisdictions in the implementation phase as well. Our team's extensive knowledge of CDBG-DR grant management processes, place-based mitigation solutions, and experience working in diverse communities to expand local capacity, buy-in, and adoption of resilient strategies that protect people and property demonstrates our ability to provide HUD CDBG-NDR technical assistance to the City of Norfolk and its partners.

With over 220 employees, GCR has the capacity to provide a full range of administrative and programmatic services related to CDBG-DR funded projects and programs. GCR's subject matter experts and grant managers have experience leading and supporting disaster recovery efforts in Louisiana, New York, New Jersey, and other locations around the United States.

Their work includes leading Louisiana's recovery efforts following Hurricanes Katrina and Rita – including the administration of \$14 billion in CDBG-DR funding projects and programs comprised of affordable housing initiatives, reestablishment of health care services, rebuilding of core infrastructure such as sewer, roads and public safety, and increasing investments in local economies. Also included in post-Katrina/Rita efforts were the design and implementation of more than twenty housing recovery programs.

GCR's disaster recovery experts are practitioners most comfortable rolling up their sleeves to find a creative solution to complex problems. This team is supported by a technology services backbone which provides GIS services, transparency portals, grant management tools, and reporting dashboards to help manage complex disaster recovery efforts more effectively. Our technology personnel have developed comprehensive data management solutions for multiple states, including an interactive dashboard to provide accountability tracking of federal dollars, currently in use by the states of Louisiana, New Jersey and New York.

GCR was incorporated in the State of Louisiana in 1979 as Gregory C. Rigamer and Associates, Inc. (dba GCR & Associates, Inc.) and operated under the same name and ownership for 32 years. On December 30, 2011, the majority interest of Gregory C. Rigamer & Associates, Inc. was acquired by GCR Acquisition Company, LLC, which serves as the parent company of GCR Inc. The firm and its parent company are both privately held business corporations.

Adding to the disaster recovery practitioners and technology services innovators, GCR's Community Planning and Resilience team includes a skilled group of community planning experts who offer a wealth of knowledge on sustainable development, demographic analysis, and best practices on bringing equitable, catalytic change to communities recovering from disasters. Our team turns evidence-based planning into data and visuals you can use. We utilize a range of sources, including retail gap analysis, real estate performance, market demand analysis, U.S. Census data, FEMA flood claims, Preference Typologies, and Place-Based Market Valuation to develop the tools needed to make development and investment decisions. Our custom datasets and online platform design set us apart from the competition through the use of custom data reports and graphics both online and offline. We turn volumes of data into essential, visually-appealing information for decision-making. From reports to design concepts, our team produces high quality products to visualize future land use, real estate developments, and streetscapes.

We leverage the firm's diverse skill sets to provide comprehensive, customizable solutions to our clients. We provide resources that enable us to engage immediately in recovery efforts and offer comprehensive capabilities for rebuilding safer, stronger, and more resilient communities. Understanding that natural disasters and the resulting



FIRM PROFILE

recovery efforts can vary greatly in magnitude, we offer our services to clients in a manner that is easily scalable, yet consistently effective.

GCR provides clients with an unrivaled level of experience across the spectrum of support services that will be integral to the success of their projects. We are well-equipped to assist the City of Norfolk and its subgrantees throughout the lifecycle of the projects – from addressing initial regulatory issues to program design and formation to implementation and closeout. Whether it is support in developing an innovative financing mechanism, outreach for engaging diverse stakeholders, or establishing and tracking key performance metrics, our team will provide intelligent, actionable solutions.

Furthermore, our team recognizes the critical importance of effective and efficient project management and coordination. Key personnel proposed for this engagement have led and supported some of the largest CDBG-DR funded recovery programs in history following Hurricanes Katrina and Rita in Louisiana and Superstorm Sandy in New York and New Jersey. This experience, coupled with recent projects and the team's overall bandwidth and capacity, creates a strong project management infrastructure. Our recent work supporting several successful jurisdictions participating in the NDRC offers a relevant demonstration of our project management and coordination expertise.

GCR's depth of knowledge of CDBG-DR grant management processes and our team's collective experience with the HUD National Disaster Resilience Competition (NDRC) is unmatched, serving as subject matter experts and facilitators at every Resilience Academy organized by the Rockefeller Foundation and having supported the State of California, State of New York, Shelby County, TN, City of Springfield, MA, City of New York, and State of Louisiana (among other clients) with the development of their respective NDRC applications.

On behalf of NDRC clients, our team coordinated the activities of local, state, and federal agencies, non-profit organizations, local and regional foundations, universities, and private industry leaders. We developed a toolkit to guide kickoff meetings that included an overall work plan, a detailed schedule outlining both high level and granular tasks, an initial breakdown of roles and responsibilities, an outreach and engagement strategy, and guidance on technical components of the application development (e.g. benefit-cost analysis, leverage financing, and HUD waivers). We partnered with our clients to refine the work plan and detailed schedule, outlining key milestones and the person(s) responsible for completing each task. In addition, we coordinated with our clients' partners to educate them on the objectives and requirements of the NDRC, gain an understanding of the expertise they bring to the process, and define their areas of responsibility. These efforts established a strong foundation on which to execute the agreed upon process and enabled all parties to move forward with a solid understanding of both the overall strategy guiding the application development and the daily activities required to accomplish the stated objectives.

Ms. Weissenberger founded KW Consultants LLC in 2015 after spending the previous 10 years serving as the Director of Grant Services and State Community Development Block Grant (CDBG) Program Director for the Indiana Office of Community and Rural Affairs (OCRA). KW Consultants, located in Indianapolis, Indiana, provides states, local governments and non-profits with grant writing, grant administration and program management services as well as providing training and technical assistance related to the CDBG Program and cross-cutting federal requirements.

In her role with the Office of Community and Rural Affairs, Ms. Weissenberger's responsibilities included the overall management and oversight of the state's federally funded CDBG program, including program design, program management and regulatory compliance. In addition to this annual allocation of approximately \$30 million, Ms. Weissenberger was responsible for the distribution and regulatory compliance of two separate CDBG Disaster Recovery Programs totaling over \$450 million.

Ms. Weissenberger served on the Board of Directors for the Council of State Community Development Agencies (COSDA) from 2010-2015. She has instructed several national-level CDBG training courses, including CDBG Cross Cutting Issues, Basically CDBG for States, CDBG Boot Camp and CDBG Sub-Grantee Training. In 2015, she was awarded the COSDA James Reeves Member Contribution Award for her dedication and contributions to the organization.

Prior to her role at the State of Indiana, Ms. Weissenberger held the position of the Director of Operations for Medical Care & Outcomes, LLC where she managed all day-to-day operations for the firm, including a federally funded Rural Health Outreach Grant.

Before returning to Indianapolis in 2002, Ms. Weissenberger fulfilled the role of Director of Administration for Solera Capital, a \$250M venture capital fund in New York City providing funding for a variety of industries. In her role at Solera, Kathleen was responsible for handling all day-to-day operations of the fund including fundraising, financial accounting, human resource management, facilities management, and supervision of the administrative staff. Prior to that, she held the position of Office Manager for Morgan Stanley Dean Witter in the fixed income and equity controllers division where she managed the workforce and budget process, facilities and operations as well as supervised all administrative personnel.

Ms. Weissenberger serves on the Board of Directors for Progress House, Inc., an Indianapolis non-profit organization providing transitional housing, counseling, and a sober living environment for men who struggle with alcoholism and drug addiction.

FIRM PROFILE

The Miles Agency, established in 1989, is a niche marketing and public relations firm based in Virginia Beach, Virginia. We are 100% minority- and woman-owned and SWaM-certified. We are arguably the oldest minority PR firm in the region. We specialize in creating and developing programs through advertising, public and community relations, and promotions that communicate specific messages to target groups (niches) in the market place. We use research methods to help develop a marketing strategy or plan customized to our clients' needs. We use such methods as focus groups, SWOT Analysis, telephone and in-person interviews, surveys or group discussions. Our specialties are community outreach and multicultural marketing. We develop public involvement plans to help our clients maintain open communications and transparency for their projects or studies. We have successfully worked with such clients as the cities of Virginia Beach, Norfolk, Portsmouth, Richmond, Newport News as well as the United States Navy, Norfolk Public Schools, Fort Monroe Authority, Hampton Roads Transit, Coca-Cola, Pizza Hut, Virginia Power, Norfolk State University, Old Dominion University, Hampton University to name a few.

With previous work, our approach integrally involved client staff, elected officials, key stakeholders, area residents, and the public. This process included intense interactive work during charrettes, community presentations, public meetings, blogs, the media, websites and workshops. This planning and education process created ownership in the project and enabled it to move smoothly from adoption to implementation. As part of our quality control efforts, we proofread everything before presenting it to our clients – whether draft or final. Our graphics support team provides cutting-edge collateral materials to help communicate our clients' projects succinctly and in a timely manner.

We work with our client and the project's stakeholders to review and customize the process to most effectively meet their needs and those of the project to involve and educate the community through the planning process. The goal is to create a plan embedded in the local conditions that represented a consensus of project stakeholders, and established ownership by the community to ensure effective implementation of the plan.

EXPERIENCE PROVIDING SIMILAR SERVICE

PROJECT MANAGER & FIRM EXPERIENCE

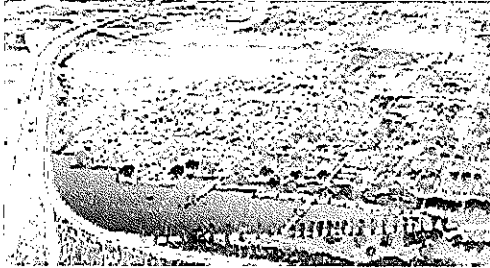
Phillip Kash, one of the HR&A's leading resilience thought leaders and a Principal in our Washington DC office, will serve as project manager and the primary point-of-contact for this assignment. In Mr. Kash's tenure at HR&A he has led several resilience capacity-building, planning, and implementation projects – including HR&A's work in New Orleans supporting the City's NDRC grant implementation. In addition, Phillip is currently leading our work supporting the City of Norfolk to develop an affordable housing strategy. Prior to joining HR&A last year, Phillip worked with HUD in multiple capacities, ensuring regulatory compliance, managing program design and implementation, and supporting the economic development of LMI communities.

Before joining HR&A, Phillip worked for Enterprise Community Partners for seven years where he focused on resilient recovery programs, affordable housing, business planning, and neighborhood revitalization. As a Director at Enterprise, he led consultant teams providing technical assistance to local governments and nonprofits nationwide, designed and implemented HUD-compliant programs, and advised on a wide range of development projects. Several of his technical assistance engagements were part of HUD's One Community Planning and Development program and the National Resource Network. Phillip's expertise relevant to the City of Norfolk includes his work in New Orleans and Norfolk previously mentioned, in addition to the development of a climate adaptation plan for the City of Boston and his engagement with LMI communities as part of HR&A's affordable housing strategy advisory in Washington DC and Atlanta.

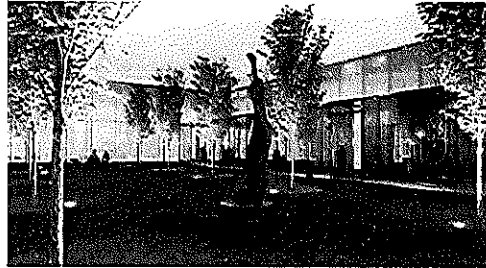
The RFP requested information on the Program Manager and percentage of time the Manager spent on the sample projects. Our firm's deep bench of expertise allows for a range of project management structures, augmented based on the specific needs of our clients. While Phillip would be the primary point-of-contact for this endeavor, HR&A is confident in our senior leadership team, including Senior Principal Jamie Springer and Director Justin Schultz, to support Phillip throughout each phase of this engagement with the City of Norfolk. This is a similar project management structure utilized on prior projects, and as such we are not including specific project managers for each of our sample projects below. HR&A believes that our comprehensive and holistic management approach provides the necessary subject matter expertise and senior management availability to successfully complete projects while working closely with our clients to ensure their goals are met. HR&A has the capacity to add additional staff, at any experience level necessary, to ensure the needs and timelines of the City are met.

The RFP has also requested specific data regarding cost-overruns and time delays for the sample projects provided in this section. As a firm, HR&A provides products that meet or exceed the expectations of our clients within the project budget established with the signing of the contract. We work closely with our clients to set a realistic and feasible schedule that meets our abilities and their needs. HR&A's projects are collaborative efforts that include significant engagement and contact with our client, and once we establish a schedule we are professional and diligent about meeting our obligations. We have provided information on the budget and engagement period of the sample projects, unless confidential, included in this section to demonstrate our capabilities.

EXPERIENCE PROVIDING SIMILAR SERVICE RESILIENCE PLANNING AND IMPLEMENTATION



GENTILLY RESILIENCE DISTRICT



100 RESILIENT CITIES: NORFOLK



NEW YORK RISING

NDRC NOLA – GENTILLY RESILIENCE DISTRICT IMPLEMENTATION – NEW ORLEANS, LA

HR&A is supporting the City of New Orleans in their implementation of a \$141 million resilience building project proposal. New Orleans was selected as a winner of the 2015 National Disaster Resilience Competition to develop a resilience district in Gentilly, a low-lying, mixed-income neighborhood in northern New Orleans. The Gentilly Resilience District will integrate significant new parkland and open space along with residential green infrastructure resiliency retrofits to increase the neighborhood's capacity to rebound from flooding caused by major storm systems. HR&A is supporting the development of new parks and open space through the creation of supplemental capital financing and ongoing funding strategies. HR&A is developing governance and implementation strategies to ensure the programs within the Gentilly Resilience District are scalable Citywide in the future. Additionally, HR&A is supporting the City in the design and implementation of the Community Adaptation Program, which will increase the resilience of the Gentilly neighborhood by providing financial assistance to homeowners seeking to make energy efficiency, storm water management, and hazard mitigation retrofits to their homes.

Client: City of New Orleans | New Orleans Redevelopment Authority

Contact: Jeff Hebert, Chief Resilience Officer for the City of New Orleans

jphebert@nola.gov, (504) 658-4401

Proposed cost and final billing: \$600,000 | on-going (HR&A fee, Year 1 only)

Proposed schedule and final schedule: 7 years | on-going

ROCKEFELLER 100 RESILIENT CITIES CHALLENGE – NORFOLK, VIRGINIA

HR&A is working with 10 cities across the country to support 100 Resilient Cities, a global initiative pioneered by the Rockefeller Foundation to help cities develop comprehensive, actionable strategies to become more resilient in the face of current and future social, economic, and physical risks and challenges. HR&A supported Norfolk as one of the first pilots in the global program, assisting the Chief Resilience Officer complete a comprehensive analysis of the city's current context, including demographic, economic, social, and physical metrics, conduct a financial and development analysis for a coastal area of the city, and support the development of the City's resilience strategy.

ECONOMIC BASELINE STUDY

HR&A created an economic baseline study that analyzed trends and key issues in Norfolk's demographics, real estate market, industry, and investment capital. Specific elements analyzed included income and poverty, housing inequality, and housing market trends. HR&A provided a briefing book and presentation summarizing the key issues and extensively detailing Norfolk's economy.

EXPERIENCE PROVIDING SIMILAR SERVICE RESILIENCE PLANNING AND IMPLEMENTATION

DEVELOPMENT STRATEGY AND FINANCIAL ANALYSIS OF FORT NORFOLK

HR&A led a development study for the Fort Norfolk area to further the City's understanding of resilient coastal development. The study involved a detailed market analysis of the area to identify development levels and densities that could be supported. Uses assessed included housing and office typologies. HR&A helped the City's working team develop a vision to guide development of planning principles, and generated recommendations regarding catalytic development mixed-use projects, interim programming for the area, public capital improvements, and design guidelines.

SUPPORT FOR THE CHIEF RESILIENCE OFFICER AND SUPPORT FOR DEVELOPMENT OF THE RESILIENCE STRATEGY

HR&A supported the City's Chief Resilience Officer (CRO) through a multi-month process to engage City officials and community stakeholders, and conducted a preliminary resilience assessment that identified resilience needs, opportunities and priorities. HR&A proceeded to work with the CRO to use insights from our analysis and other ongoing research led by the CRO to develop a comprehensive resilience strategy that included high-priority, implementable initiatives to build physical, economic, and social resilience.

Client: 100 Resilient Cities

Contact: Christine Morris, Chief Resiliency Officer for the City of Norfolk |
(757) 823-1133 | Christine.morris@norfolk.gov

Proposed cost and final billing: Budget details available from 100RC, if required.

Proposed schedule and final schedule: 1 year, 8 months | 1 year, 4 months

Deliverable: [City of Norfolk Resilience Strategy](#)

CLIMATE READY BOSTON – BOSTON, MA

On behalf of the City of Boston and the Green Ribbon Commission, HR&A is leading the development of a comprehensive climate change adaptation plan for the City and its regional systems. HR&A is coordinating the efforts of a climate research advisory group convened by UMass Boston, as well as an Arcadis/Sasaki team that is conducting a vulnerability assessment of Boston's buildings, infrastructure, environment, and population. To inform the vulnerability assessment and develop an adaptation strategy, HR&A is conducting interviews with stakeholders from Greater Boston's lead infrastructure agencies and key community groups to identify focus areas and promising adaptation opportunities. HR&A will outline an overall strategy and specific road map for implementation of resiliency initiatives to help Boston and its region continue to thrive in the face of long-term climate change impacts.

Client: Innovation Network for Communities

Contact: John Cleveland | john@in4c.net, (616) 240-9751

Proposed cost and final billing: \$417,500.00 | on going

Proposed schedule and final schedule: 365 days | on-going

Project Website: <http://climateready.boston.gov>

EXPERIENCE PROVIDING SIMILAR SERVICE RESILIENCE PLANNING AND IMPLEMENTATION

NEW YORK RISING: RESILIENCY PLANNING – NEW YORK CITY, NY

For the New York Governor’s Office of Storm Recovery (GOSR), HR&A led a multidisciplinary team of engineers, architects, planners, and healthcare specialists through both rounds of the NY Rising Community Reconstruction (NYRCR) Program. Over eight months, HR&A’s team worked with residents and stakeholder representatives on planning committees to think comprehensively about local conditions to invest \$127.5 million of federal Community Development Block Grant Disaster Recovery (CDBG-DR) funds in proposed physical, economic, and social resiliency enhancements. The team collaborated with community members in Lower Manhattan; the Rockaway Peninsula, Howard Beach, and Broad Channel in Queens; Brooklyn’s Red Hook, Canarsie, Bergen Beach, Mill Basin, and Marine Park neighborhoods; and the East Bronx waterfront. HR&A discussed real and projected risks with Committees to consider site-specific solutions. With Committee input and feedback from residents, civic leaders, community groups, and elected officials, the team estimated costs, evaluated funding options, and proposed phasing and implementation strategies for communities to select potential projects and programs to receive State funding. Priorities included: comparing finances of owners’ physical mitigation with flood insurance costs; designing low-cost loan programs for business and residential retrofits; educating owners; and creating policies to ease building owners’ burden and increase access to programs and funding. HR&A managed an extensive participatory process of 100 committee meetings and 40 large-scale public engagements to gather feedback from and present proposals to the community.

The team generated over 100 near-term, community-specific resiliency projects. In 2014 Governor Cuomo announced a microgrid energy feasibility study, proposed by the HR&A-led team with the Red Hook community, to power New York City Housing Authority’s Red Hook Houses. Additionally, GOSR awarded over \$12 million in federal funding to two business corridor streetscape improvement projects proposed by HR&A’s team with the Rockaway East and West communities, as well as \$1 million to create a one-acre, absorptive wetland for stormwater capture in East River Park, proposed by the Lower Manhattan community. Red Hook also received \$100 million shared by the City and State for an integrated flood protection feasibility study. Initiatives for a Residential Technical Assistance Pilot Program and a network of resilient community-run, neighborhood-based recovery centers received \$7.5 million in June 2015 and \$40 million in February 2015, respectively. In addition, Howard Beach and neighboring NY Rising communities received \$3 million in March 2015 to retrofit a volunteer firehouse. Additional projects are under consideration by GOSR and U.S. Department of Housing and Urban Development.

Client: Housing Trust Fund Corporation

Contact: James Rubin, Commissioner of New York State Homes and Community Renewal | James.Rubin@nyshcr.org, (212) 872-0302

Proposed cost and final billing: \$2,954,689 | \$3,248,064 (client requested additional scope)

Proposed schedule and final schedule: 240 days | 240 days

Deliverable: Urban Resiliency & Neighborhood Planning Briefing

EXPERIENCE PROVIDING SIMILAR SERVICE RESILIENCE PLANNING AND IMPLEMENTATION

BA MAR RESILIENCY STRATEGY – STONY POINT, NY

On behalf of the Governor's Office of Storm Recovery, HR&A is leading a multidisciplinary team to develop a housing recovery program for the Ba Mar manufactured home community in Stony Point, NY, which suffered significant damage during Hurricane Irene and Superstorm Sandy. After conducting a site assessment, HR&A is now engaging the community and conducting a resident survey to develop future options for the Ba Mar community. Scenario analysis will consider the financial and physical feasibility of each option, as well as costs, benefits and implementation considerations. The analysis will also consider national best practices for protecting and/or relocating residents of manufactured home communities in flood zones. The Governor's office will select an implementation option based on our final report with the goal of replicating it in similarly-impacted communities in New York State.

Client: New York State Governor's Office of Storm Recovery

Contact: Renata Silberblatt, Director of Policy at NY Rising Community Reconstruction | renata.silberblatt@stormrecovery.ny.gov, (212) 480-4638

Proposed cost and final billing: \$135,000 | on-going

Proposed schedule and final schedule: 180 days | on-going

SEAPORT CITY FEASIBILITY STUDY – NEW YORK CITY, NY

On behalf of the New York City Economic Development Corporation, HR&A led the economic, planning, and regulatory components of a multidisciplinary feasibility study for Seaport City, a proposal to build a multipurpose levee along the eastern shoreline of Lower Manhattan. The project was one of the initiatives proposed by the City of New York in its Special Initiative for Rebuilding and Resiliency (SIRR), created in the wake of Superstorm Sandy. HR&A evaluated multiple scenarios of multi-purpose levee construction, including scenarios that create opportunities for new real estate development. We helped to manage a team of planners, lawyers, and consultants that were studying the planning potential and regulatory obstacles for project implementation, and led all financial analyses for the project. HR&A produced a market study to project new real estate development potential and evaluate precedents for infrastructure financing and public-private partnerships, and built a dynamic pro forma to test multiple alternatives for the project.

Client: New York City Economic Development Corporation

Contact: Julie Stein, Assistant Vice President of Development | jstein@edc.nyc, (646) 704-4312

Proposed cost and final billing: \$230,000 | \$230,000 (HR&A fee only)

Proposed schedule and final schedule: 150 days | 150 days

EXPERIENCE PROVIDING SIMILAR SERVICE RESILIENCE PLANNING AND IMPLEMENTATION

HUD REBUILD BY DESIGN COMPETITION - NATIONWIDE

As one of ten finalists in the Rebuild by Design competition launched by the U.S. Department of Housing and Urban Development (HUD), HR&A led a multidisciplinary team through a first round of 150 applicants into a second phase of ten finalists. The competition was launched by HUD, as a special initiative of President Obama's Hurricane Sandy Task Force, in an effort to promote resilience for the Sandy-affected region. As the only team led by urban economists that participated in the design competition, HR&A focused on the resiliency and vitality of commercial corridors and retail destinations throughout the flood-impacted areas of the northeast. These businesses, which serve as the lifeblood of communities and help to drive recovery, were also heavily impacted by Hurricane Sandy, and required an implementable plan for recovery and future resiliency. In the second phase of the competition, the team produced replicable design and implementation strategies for barrier islands, coastal towns along the Jersey shore, and dense, urban areas within the region. This stage followed three months of in-depth analysis and public outreach, including one-on-one conversations with people living in affected areas and robust guided conversations with Design Teams and citizens.

Additionally, HR&A provided economic and policy advisory to support the Office of Metropolitan Architecture (OMA)-led team and guided economic strategy for a third team led by OLIN and PennDesign.

After advancing to the third phase of Rebuild by Design, HR&A was named one of the ten finalists selected by HUD. See the HR&A proposal [here](#).

Client: US Department of Housing and Urban Development

Contact: Henk Ovink, Former Senior Advisor, Hurricane Sandy Rebuilding Task Force | Henk.Ovink@minienm.nl, (202) 308-8080

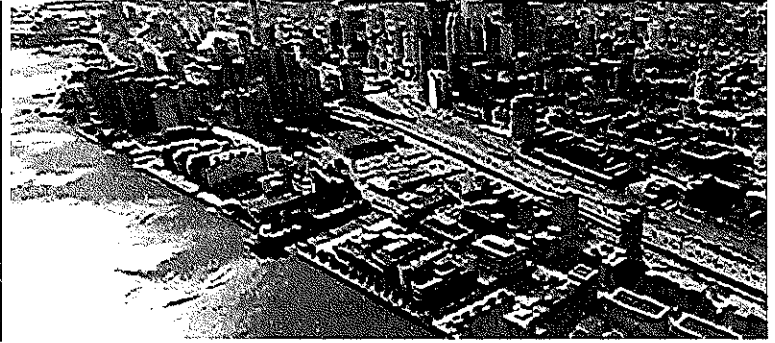
Proposed cost and final billing: \$250,000 | \$250,000

Proposed schedule and final schedule: 8 months | 8 months

EXPERIENCE PROVIDING SIMILAR SERVICE OPEN SPACE STRATEGY AND IMPLEMENTATION



PEAVEY PLAZA REVITALIZATION



TORONTO WATERFRONT REVITALIZATION

BUSINESS PLANNING FOR PEAVEY PLAZA REVITALIZATION – MINNEAPOLIS, MN

HR&A worked with the City of Minneapolis and the Minnesota Orchestral Association to revitalize Peavey Plaza, a one-acre public plaza on Nicollet Mall in downtown Minneapolis. This City-owned civic space suffered from a lack of routine maintenance and capital reinvestment, even as its position as the primary outdoor event venue in downtown Minneapolis had taken hold. The goals of the revitalization project were to ensure that Peavey Plaza enhances Minneapolis's civic infrastructure, expands the impact of its cultural citizens, and operates as a sustainable business.

HR&A worked with the City Department of Public Works – currently responsible for plaza maintenance – and the Association to analyze the last decade of spending in Peavey Plaza, from annual maintenance to programming. Comparing this historic data to precedents for annual expenditures in signature parks with comparable missions around the country, HR&A developed a strategic business plan to guide investment in the plaza's redesign and annual operations. This strategic plan set forth the business case for a change in stewardship for the plaza, empowering a nonprofit public-private partnership to secure its legacy.

HR&A then analyzed the potential for deriving alternative sources of income to sustain the recommended increase in annual investment commensurate with City goals for economic development and plaza vibrancy. These sources included the potential for the development of food concessions in the plaza, as well as strategies to leverage quality programming and public events as a source of net new income.

Client: Minneapolis Downtown Council

Contact: Chuck Lutz, Deputy Director of City of Minneapolis Community Planning and Economic Development | chuck.lutz@ci.minneapolis.mn.us, (612) 673-5196

Proposed cost and final billing: \$150,000 | \$150,000

Proposed schedule and final schedule: 180 days | 110 days

EXPERIENCE PROVIDING SIMILAR SERVICE OPEN SPACE STRATEGY AND IMPLEMENTATION

TORONTO WATERFRONT REVITALIZATION – TORONTO, ON

HR&A provided strategic real estate and economic advice to Waterfront Toronto on the largest urban regeneration project in North America. Waterfront Toronto was established as the Toronto Waterfront Revitalization Corporation in 2001, when municipal, provincial and federal governments committed \$1.5 billion and public land holdings for the creation of a series of new development precincts featuring high quality urban real estate development, world class open spaces and a signature public realm along streets and the water's edge. Waterfront Toronto sought to create recreational amenities, new housing and commercial spaces that will support Toronto's future competitiveness.

HR&A provided economic analysis underpinning some of the most significant infrastructure decisions in the waterfront lands. HR&A assessed the feasibility and the economic benefits of naturalizing the mouth of the Don River, a proposed \$600 million capital project that would create new urban neighborhoods by flood protecting over 200 hectares of waterfront land. In August 2010, Toronto City Council passed an Official Plan amendment for the Lower Don Lands and a new zoning by-law for the Lower Don Lands' first precinct, the Keating Channel. HR&A provided peer review resources for Waterfront Toronto as it pursued further business planning for this major capital investment. HR&A's cost-benefit analysis work has been cited widely, including in subsequent environmental assessment efforts.

HR&A developed a maintenance and operations funding strategy for 1,100 acres of new parkland on the Lake Ontario waterfront. Leading a team of experts, HR&A examined budgets and best practices from municipal park systems and signature parks throughout North America. Our strategy rested on development of significant new revenue sources, a capital preservation fund and a governance structure that identifies entities responsible for funding and/or maintaining the new world-class parks. The strategy was adopted by Toronto City Council.

Information below related to Project: Under Gardiner, a proposed waterfront park and a component of our overall Toronto Waterfront project catalog.

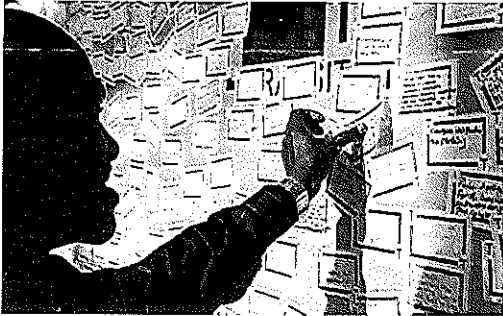
Client: Waterfront Toronto

Contact: Pina Mallozzi, Director of Design | PMallozzi@waterfronttoronto.ca, (416) 214-1344

Proposed cost and final billing: Budget details confidential

Proposed schedule and final schedule: 150 days | 150 days

EXPERIENCE PROVIDING SIMILAR SERVICE
PROGRAM DESIGN AND IMPLEMENTATION



TALKING TRANSITION



GAME ON!



STRONG CITIES, STRONG COMMUNITIES

TALKING TRANSITION – NEW YORK CITY, NY

HR&A served as the program manager leading the design and implementation of Talking Transition, an innovative civic engagement initiative on behalf of a coalition of ten New York City foundations, including the Open Society Foundations, Ford Foundation, Rockefeller Brothers Fund, and others. Talking Transition transformed the usual closed-door process between Election Day and Inauguration into an opportunity for broad public engagement, bringing together citizens from all corners of New York City to participate in public conversations about policy issues, ideas, and questions that affect their communities. Over the course of two weeks, Talking Transition created the forum for these conversations by hosting live events in an open tent on Canal Street, bringing the discussion to all NYC neighborhoods with "mobile tents" and more than 100 canvassers, and elevating the best ideas on Twitter, Facebook, and Instagram. Talking Transition demonstrated the results of this expansive initiative, revealing New Yorkers' sentiments about their neighborhoods and the direction of the city as told through TalkNYC, a new digital experience, and a series of live, interactive public engagement opportunities. In addition to managing the overall initiative, HR&A developed the content for TalkNYC with Control Group, and led the programming of events and activities.

Client: Open Society Institute

Contact: Andrea Batista Schlesinger, Deputy Director of US Programs
andrea.schlesinger@opensocietyfoundations.org, (646) 402-9517

Proposed cost and final billing: Budget details confidential

Proposed schedule and final schedule: 60 days | 90 days

STRONG CITIES, STRONG COMMUNITIES NATIONAL RESOURCE NETWORK - NATIONWIDE

HR&A provides technical assistance to economically distressed cities across the U.S. for the SC2 Network, established through a national competition and funded with an initial commitment of \$10 million from the U.S. Department of Housing and Urban Development in May 2013. In addition to providing direct services to cities in all aspects of economic development, land use, redevelopment, and public administration, the Network will establish a national platform for peer networks of local officials and serve as the central source of federal support for cities and regions in creating economies for the future. HR&A's partners in the Network are Public Financial Management, Inc.; New York University's Robert F. Wagner School of Public Service; Enterprise Community Partners; and the International City/County Management Association.

Client: US Department of Housing and Urban Development

Contact: David Eichenhal, Executive Director for the National Resource Network
eichenhal@d@pfm.com, (423) 425-3154

Proposed cost and final billing: \$1,034,919 | on-going

Proposed schedule and final schedule: 4 years | on-going

EXPERIENCE PROVIDING SIMILAR SERVICE PROGRAM DESIGN AND IMPLEMENTATION

GAME ON! SUMMER PROGRAMMING ALONG WATER STREET – NEW YORK CITY, NY

On behalf of the Downtown Alliance, HR&A managed the programming and implementation of Game On!, a summer programming series that transformed Water Street into Lower Manhattan's playground. From Whitehall to Wall Street, public spaces on Water Street were activated with pop-up installations including play-oriented programming, beer gardens, and even a beach from June until Labor Day. Game On! activated these public spaces to encourage local residents, workers, and visitors to utilize these areas in new, lively, and fun ways. In collaboration with Auster Agency and 3x3 Design, HR&A conducted and managed two complementary efforts for Game On! programming and brand concept development. HR&A worked with the Downtown Alliance to formulate, refine, and select a programming concept and develop a detailed a plan for implementation of the selected program. The resulting programming series incorporated a beach, outdoor games such as shuffle board and cornhole, and a beer garden, all situated in outdoor spaces throughout the area. HR&A supervised the implementation of Game On! programming, and the execution of program-specific branding, including a website developed for the series.

Client: The Alliance for Downtown New York

Contact: Nicole LaRusso, Senior Vice President for Planning and Economic Development | nlarusso@downtownny.com, (212) 835-2775

Proposed cost and final billing: \$60,000 | \$60,000

Proposed schedule and final schedule: 90 days | 90 days

SUPPORTING THE CONNECTICUT CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY – STATE OF CONNECTICUT

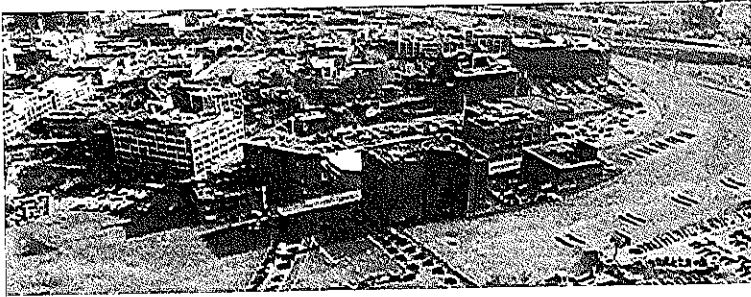
On behalf of the Connecticut Clean Energy Finance and Investment Authority (CEFIA), a quasi-public agency dedicated to promoting investments in clean energy and energy efficiency, HR&A analyzed the commercial and industrial real estate market in Connecticut to inform the program design and implementation of a "property assessed clean energy" retrofit financing program. HR&A examined and segmented existing commercial and industrial properties across the state in order to support CEFIA's efforts to prioritize its outreach and design a cost-effective outreach strategy. HR&A also reviewed the current landscape of relevant energy programs and policies that either mandate or incentivize commercial and industrial building owners to undertake energy efficiency improvements. Based on the results of its analyses, HR&A advised CEFIA on the feasibility of a PACE mechanism, as it relates to ownership, operations, management and other real estate considerations of commercial and industrial property owners in the state.

Client: Connecticut Clean Energy Finance and Investment Authority

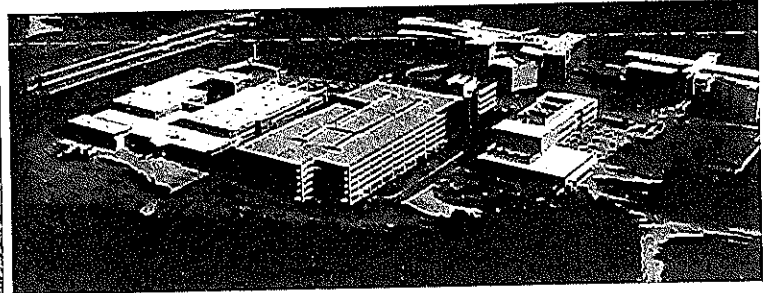
Contact: Jessica Bailey, Director | Jessica.Bailey@ctcleanenergy.com, (860) 563-4877

Proposed cost and final billing: \$61,500 | \$56,610

Proposed schedule and final schedule: 90 days | 90 days



PROVIDENCE INNOVATION DISTRICT



CLEMSON I-CAR CAMPUS

PROVIDENCE I-195 INNOVATION DISTRICT DEVELOPMENT STRATEGY FRAMEWORK – PROVIDENCE, RI

On behalf of the Rhode Island Commerce Commission, HR&A created a development strategy framework for the I-195 Redevelopment District Commission (“the I-195 Commission”) to guide the redevelopment of a 20-acre tract of publicly-owned land in Downtown Providence and maximize the economic impact of the land through the creation of an innovation district. The framework was developed through an assessment of the local urban context, review of prior planning work and future development proposals, and meetings with selected stakeholders, executive leadership of academic and healthcare anchor institutions, and City planning officials to inform the goals and objectives of the I-195 Commission and determine current and near-future market realities. The study culminated in a recommendation to the Governor of Rhode Island and the I-195 Commission for a multi-faceted implementation structure that fosters collaboration and maximizes partner capacity, supports functional development economics, incentivizes the appropriate mix of uses, empowers a governance structure with impactful tools, and mandates urban design excellence from all proposed development projects.

Client: Rhode Island Commerce Corporation

Contact: Peter McNally, Executive Director | pmcnally@195district.com, (401) 383-5900

Proposed cost and final billing: \$85,000 | \$241,850 (client requested expansion of project scope)

Proposed schedule and final schedule: 60 days | 180 days (client requested expansion of project scope)

CLEMSON UNIVERSITY I-CAR MASTER PLAN – CLEMSON, SOUTH CAROLINA

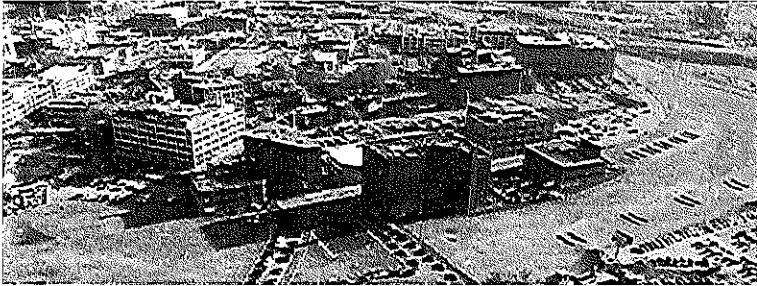
On behalf of the Clemson University International Center for Automotive Research, HR&A is supporting the update of an existing campus master plan in developing a financing, governance, and implementation strategy focused on the creation of an automotive product development center. HR&A is developing an economic argument for public investment through case study research of existing national and international product development centers and position the research activities occurring at CU I-CAR within the broader Southeastern automotive industry. HR&A’s analysis will be used to identify funding opportunities for common infrastructure that considers both traditional sources as well as innovative public-private partnership opportunities.

Client: Clemson University International Center for Automotive Research

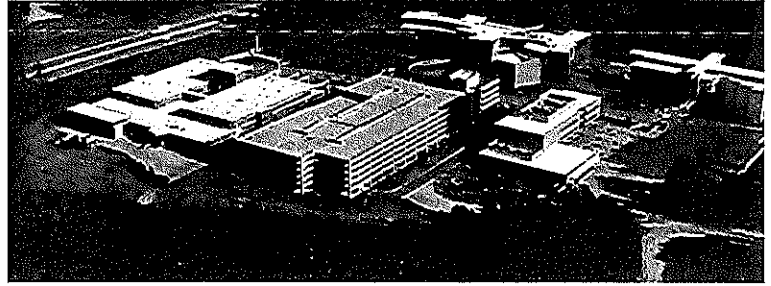
Contact: Frederick Cartwright, Executive Director | fcartwr@clemson.edu, (864) 283-7102

Proposed cost and final billing: \$41,000 | \$45,200 (expansion of project scope)

Proposed schedule and final schedule: 60 days | 80 days (expansion of project scope)



PROVIDENCE INNOVATION DISTRICT



CLEMSON I-CAR CAMPUS

PROVIDENCE I-195 INNOVATION DISTRICT DEVELOPMENT STRATEGY FRAMEWORK — PROVIDENCE, RI

On behalf of the Rhode Island Commerce Commission, HR&A created a development strategy framework for the I-195 Redevelopment District Commission (“the I-195 Commission”) to guide the redevelopment of a 20-acre tract of publicly-owned land in Downtown Providence and maximize the economic impact of the land through the creation of an innovation district. The framework was developed through an assessment of the local urban context, review of prior planning work and future development proposals, and meetings with selected stakeholders, executive leadership of academic and healthcare anchor institutions, and City planning officials to inform the goals and objectives of the I-195 Commission and determine current and near-future market realities. The study culminated in a recommendation to the Governor of Rhode Island and the I-195 Commission for a multi-faceted implementation structure that fosters collaboration and maximizes partner capacity, supports functional development economics, incentivizes the appropriate mix of uses, empowers a governance structure with impactful tools, and mandates urban design excellence from all proposed development projects.

Client: Rhode Island Commerce Corporation

Contact: Peter McNally, Executive Director | pmcnally@195district.com, (401) 383-5900

Proposed cost and final billing: \$85,000 | \$241,850 (client requested expansion of project scope)

Proposed schedule and final schedule: 60 days | 180 days (client requested expansion of project scope)

CLEMSON UNIVERSITY I-CAR MASTER PLAN — CLEMSON, SOUTH CAROLINA

On behalf of the Clemson University International Center for Automotive Research, HR&A is supporting the update of an existing campus master plan in developing a financing, governance, and implementation strategy focused on the creation of an automotive product development center. HR&A is developing an economic argument for public investment through case study research of existing national and international product development centers and position the research activities occurring at CU I-CAR within the broader Southeastern automotive industry. HR&A’s analysis will be used to identify funding opportunities for common infrastructure that considers both traditional sources as well as innovative public-private partnership opportunities.

Client: Clemson University International Center for Automotive Research

Contact: Frederick Cartwright, Executive Director | fcartwr@clemson.edu, (864) 283-7102

Proposed cost and final billing: \$41,000 | \$45,200 (expansion of project scope)

Proposed schedule and final schedule: 60 days | 80 days (expansion of project scope)

EXPERIENCE PROVIDING SIMILAR SERVICE
ADDITIONAL LOCAL EXPERIENCE

NORFOLK AFFORDABLE HOUSING STUDY – NORFOLK, VA

On behalf of the City of Norfolk, VA, HR&A is carrying out an affordable housing market study. HR&A is conducting a market analysis and housing evaluation which will inform a housing needs assessment and financial gap analysis for the development of new affordable housing. HR&A will then review Norfolk's use of affordable housing tools and delivery mechanisms and conduct an analysis of revenue options for a Housing Trust Fund. This analysis will then be consolidated into an Affordable Housing Strategy Report that will be presented to City representatives.

Client: City of Norfolk

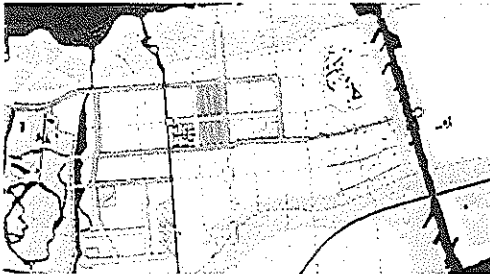
Contact: Susan Perry, Special Assistant to the City Mayor, Poverty Reduction and Community Initiatives | Susan.Perry@norfolk.gov, (757) 664-4761

Proposed cost and final billing: \$114,915 | on-going

Proposed schedule and final schedule: 120 days | on-going



EXPERIENCE PROVIDING SIMILAR SERVICE
CDBG REGULATORY COMPLIANCE AND ADMINISTRATION



STATE OF NEW JERSEY - DEPARTMENT OF COMMUNITY AFFAIRS
SUPERSTORM SANDY CDBG-DR DASHBOARD

WELCOME TO NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
SUPERSTORM SANDY CDBG DR DASHBOARD

Recovery Highlights by the Numbers:

Number of Homeowners being served:	20,505
Number of Homes being served:	5,470
Homeowners Awarded Amendment Grants:	16,202
Homeowners Preliminary Awarded Funds from the Reconstruction, Rehabilitation, Elevation, and Mitigation (RRME) Program:	4,303

NATIONAL DISASTER RESILIENCE COMPETITION PROJECT IMPLEMENTATION

GCR serves as the primary outside advisor to the City of New Orleans for the implementation of its \$141 million CDBG-NDR award to develop the Gentilly Resilience District, an initiative focused on water management and economic opportunity in a low-lying area of New Orleans. GCR's role includes a variety of components ranging from detailed project coordination, stakeholder engagement, financial analytics, project design and CDBG-NDR regulatory support. GCR brought together a team of nationally recognized experts in resilience including: HR&A Advisors, an industry leader in economic development, real estate and public policy consulting; green infrastructure subject matter expert Dana Brown and Associates, Inc.; Enterprise Community Partners capital and finance expertise; re:focus partners, a design firm that brings policy know-how and innovative financing; and the Caulfield Consulting Group, a management firm based in community impact.

GCR has partnered with the City to develop an organizational framework and detailed work streams that serve to address support needs related to a broad range of key project components. Our work to date includes leading the development of an integrated finance strategy inclusive of project-specific cost estimation tools, approaches for generating and capturing revenue, and the identification of cost-savings opportunities; producing an initial set of analytics, best practices, and recommendations related to the design of the City's Community Adaptation Resilience Retrofit housing program; partnering with the City to develop the policies and procedures required to demonstrate its capacity to properly administer the CDBG-NDR award; and facilitating multiple workshops aimed at coordinating the efforts of the City's diverse partners and subrecipients.

Successes/outcomes: While the project is still in the early stages, GCR has provided integral support to the City on a number of key tasks, including the development of performance measures, drafting the City's Certification of Proficient Controls needed to secure its Grant Agreement with HUD, standing up a full organizational structure comprised of several working groups and an Executive Committee, conducting a three day project kickoff and planning session, and developing a robust reporting framework to capture and communicate the project's progress.

Initial Schedule	2016 – 2021
Final Schedule	Ongoing
Initial Budget	\$2.2 M
Final Cost	Ongoing
Client Reference	Jeffrey P. Hebert, Chief Resilience Officer City of New Orleans jphebert@nola.gov , (504) 658-4401



EXPERIENCE PROVIDING SIMILAR SERVICE CDBG REGULATORY COMPLIANCE AND ADMINISTRATION

DISASTER RECOVERY OPERATIONS SUPPORT | NEW YORK STATE ACTION PLAN

The Governor's Office of Storm Recovery is responsible for the oversight of all facets of the State's recovery from Hurricane Irene (2011), Tropical Storm Lee (2011) and Superstorm Sandy (2012). It is also the direct administrator of the State's \$3.81 billion allocation of Community Development Block Grant Disaster Recovery (CDBG-DR) funds from the Department of Housing and Urban Development (HUD).

After the devastation caused by the storms of 2011 and 2012, the State of New York needed CDBG-DR subject matter expertise, and policy advisory services to assist with program development decisions. The State also had an immediate and ongoing need for reporting and analytics support including a portal/dashboard for internal and external reporting and transparency.

GCR provided a team of subject matter experts in CDBG-DR and other federal disaster recovery programs to support the State of New York's recovery. GCR lead several major initiatives - operational development processes, HUD regulations compliance, disaster recovery processes, reporting needs, and operational needs assessments. Specifically, GCR directed the following assignments:

- Advising the State on policy, program development and implementation processes based on best practices and HUD regulations
- Developing protocol and process for the Action Plan and Action Plan Amendments
- Developing policies and procedures for programmatic requirements
- Providing guidance on budget allocations, projections and rules based on HUD expenditure allowances and requirements
- Providing technical assistance to housing, economic development and infrastructure programs
- Providing technical assistance to compliance and monitoring, program teams, tools for project applications, environmental review, and compliance and monitoring tools
- Developing protocols to determine program effectiveness, and assisting in the development of solutions

Programs were in compliance with HUD regulations and guidelines and HUD approved all Action Plan Amendments and waiver requests, drafted by GCR. GCR drafted the following substantial and non-substantial Action Plan Amendments 4, 5, 6, and 7 for GOSR which can be accessed at <http://stormrecovery.ny.gov/funding/action-plans-amendments>

GCR also provided senior level management to Housing operations and the Small Business program, and completed the GOSR Funding Portal: <http://stormrecovery.ny.gov/funding-portal>. Following completion of the GCR contract, GCR turned over servicing of the portal to GOSR, and as of August 2016, GOSR had deactivated the Funding Portal to conduct site renovations. Screenshots of the portal can be seen below.

Initial Schedule	2013 – 2015
Final Schedule	2013 – 2015
Initial Budget	\$2.7 M
Final Cost	\$2.7 M
Client Reference	Lisa Bova-Hiatt, Executive Director New York State Governor's Office of Storm Recovery Lisa.Bova-Hiatt@stormrecovery.ny.gov , (212) 480-4694



EXPERIENCE PROVIDING SIMILAR SERVICE CDBG REGULATORY COMPLIANCE AND ADMINISTRATION

NEW JERSEY UNMET NEEDS ASSESSMENT AND TECHNICAL ADVISORY SERVICES

GCR was part of the team selected to develop a Disaster-CDBG Action Plan following Hurricane Sandy. This project develops the policies, programs and allocations for all recovery activity post-storm using \$1.85 billion in CDBG recovery funds.

GCR served as project lead for the Unmet Needs Assessment. GCR provided support for policy development and technical assistance for all aspects of the plan development and program design.

GCR first examined the pre-storm housing needs followed by an analysis of the impacts the storm had on the State's communities. This included damage to housing, businesses, schools, health care, support networks and critical infrastructure. This assessment formed the foundation for the policies and programs within the Action Plan.

Specifically, GCR addressed the following issues:

- Cost burden and overcrowding issues prior to the storm
- Homelessness and the status of shelters and temporary housing
- Special needs populations, including mobility impaired, visually impaired, seniors and extremely low income households
- Language barriers
- Housing types and tenure
- Income classifications by neighborhood, town and county
- Damage assessments using FEMA and HUD data
- Geo-spatial analysis of flood inundation and flood plains
- Assessment of business interruption and loss using FEMA inundation maps and address-level business information

GCR paid careful attention to the needs of vulnerable populations living within storm-damaged areas.

GCR also provided policy design and financial analysis to support the Agency. This included obtaining a waiver from HUD to utilize CDBG funds for business technical assistance; coordinating with FEMA and SBA; policy white papers; and policy reports.

The Action Plan for the State of New Jersey was approved by HUD, and program designed in the action plan are currently being implemented.

Initial Schedule	January – March, 2013
Final Schedule	January – March, 2013
Initial Budget	\$240,000
Final Cost	\$240,000
Client Reference	Chuck Richman, Commissioner New Jersey Department of Community Affairs Chuck.Richman@dca.state.nj.us , (609) 292-6420
Project Website 1	http://www.nj.gov/dca/divisions/sandyrecovery/action/
Project Website 2	http://www.renewjerseystronger.org/plans-reports/#cdbg



EXPERIENCE PROVIDING SIMILAR SERVICE CDBG REGULATORY COMPLIANCE AND ADMINISTRATION

DISASTER RECOVERY SERVICES: CDBG-DR MONITORING | STATE OF NEW JERSEY

GCR provided staff augmentation, IT operations, and services to assist the State of New Jersey with various disaster recovery initiatives to track CDBG funding. The scope was to provide functional experts and technology staff to create dashboards, integrate data, conduct analysis, provide GIS reporting and develop website reports as part of the Sandy Integrated Recovery Operations and Management System project. Under the direction of CGI, GCR coordinated with New Jersey Department of Community Affairs staff and contractors to assess the data needs for HUD reports.

One of the major tasks in this initiative was to develop a recovery analytics dashboard. The web-based application includes programs funded with HUD CDBG-DR funds and provides a breakdown of the funding available, awarded and disbursed. It allows filtering of this data by applicant, project type, and location. The results are displayed in both detailed tabular and graphic format, as well as in summary.

This site is updated as programs launch and move into award phase, so that residents can see the State's recovery progress. The website lists public investment in infrastructure and provides a detailed view of those investments as well as means to track.

Initial Schedule	2013 – 2016
Final Schedule	2013 – 2016
Initial Budget	\$547,000
Final Cost	\$522,625
Client Reference	Venkat Iyer, Director, Consulting Services, CGI venkat.iyer@cgi.com , (703) 267-7219
Project Website	https://www.newjerseyrebuild.org

EXPERIENCE PROVIDING SIMILAR SERVICE
CDBG REGULATORY COMPLIANCE AND CAPACITY BUILDING

STATE DIRECTOR, CDBG AND DISASTER RECOVERY, INDIANA

In 2008 the State of Indiana was one of several Midwestern states to be inundated by floodwaters. In addition to her normal duties as Director of Grant Services and State CDBG Director, Ms. Weissenberger became responsible for the overall management of two separate CDBG Supplemental Appropriations, Midwest Floods, a \$67,000,000 allocation and the IKE Supplemental, an allocation of \$371,000,000. In this capacity, Ms. Weissenberger had authority over the following activities for more than \$500,000,000 in CDBG funds.

- Consolidated Plan and Annual Action Plans <http://www.in.gov/ocra/disasterrecovery.htm>
- Disaster Action Plans and Amendments <http://www.in.gov/ocra/2369.htm>
- Local Government Consultation and Citizen Participation
- Program Design
- Application and Award Process
- Financial Management including Timely Distribution and Expenditures
- Sub-Grantee Monitoring
- Cross-Cutting Compliance Issues (Environmental, URA, Labor, etc.)
- Sub-Grantee Training and Technical Assistance

Initial Schedule	2008-2015
Initial Budget	\$45,000
Final Cost	\$45,000
Client Reference	David Terrell, (Former) Executive Director dterrell@bsu.edu (812) 599-2201

CDBG BOOT CAMP AND ADVANCED TRAINING

As an experienced trainer for the Council of State Community Development Agencies, Ms. Weissenberger delivered CDBG Boot Camp and Advanced CDBG for the Louisiana Department of Administration, Disaster Recovery Unit. CDBG Boot Camp is a four-day training program for state CDBG agency staff. The program provides information about state CDBG requirements, federal laws and regulations that are necessary for the effective and compliant administration of the CDBG program.

COSCSA CDBG Boot Camp covers the following topics

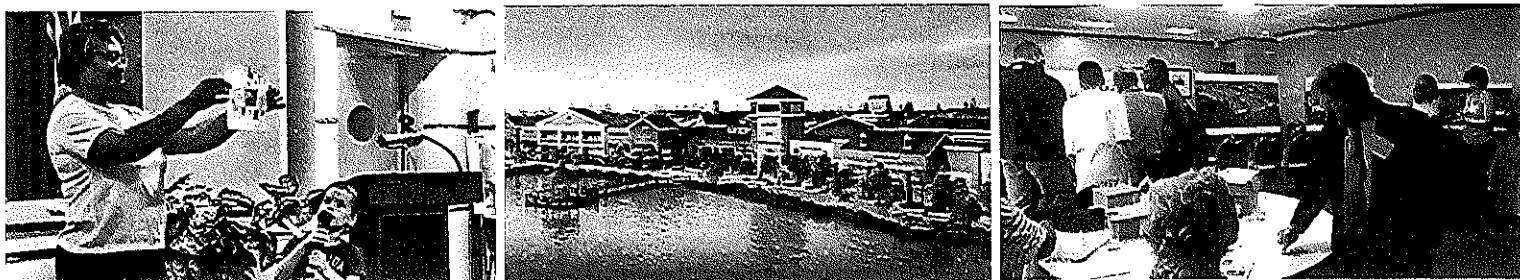
- Summary of the CDBG program's legislative and regulatory history
- Overview of regulations, laws, executive orders, and HUD CPD notices
- National objective and Eligible Activities
- Program Administration and Sub-grantor Management
- Consolidated Plan and Annual Action Plans
- Performance Report
- Cross-cutting federal requirements
- Record Keeping and Audits
- Financial Management
- Review and Examination

Advanced CDBG is two and one-half day educational experience designed for the community development professional who desires a deeper understanding of the requirements and flexibilities of the CDBG program. The class gives the participant increased confidence and the ability to identify alternative approaches to create effective solutions in their CDBG programs. This advanced training also helps practitioners sharpen their CDBG project management skills.

COSCSA Advanced CDBG covers the following topics:

- Policy Planning and Program Development
- Pro-active approaches to effective CDBG program implementation
- CDBG Program management and sub-grantee management
- Grantee CDBG Program Monitoring
- HUD oversight of State CDBG Programs
- CDBG Accountability and Performance Measures

Initial Schedule	Five Days
Final Schedule	Five Days
Initial Budget	\$45,000
Final Cost	\$45,000
Client Reference	Sandra Gunner, Program Manager at The Disaster Recovery Unit within the Louisiana Division of Administration Sandra.Gunner@la.gov (504) 458-7302



NORFOLK PREMIUM OUTLET MALL

We wrote and executed a robust public engagement plan that included public meetings, stakeholder interviews, Facebook, website, promotional video and FAQs. We worked with Virginia Beach and Norfolk stakeholders all that successfully led to the groundbreaking on June 2, 2016 that drew over 100 people. The construction and grand opening are planned for spring of 2017.

Staff Roles **Delceno C. Miles** | Public Engagement, Media Relations, Public Relations
Sheila Johnson | Social Media

Initial Schedule 2013 – 2016
Final Schedule 2013 – 2016
Initial Budget \$74,500
Final Cost \$74,500
Client Reference Ron Williams, Deputy City Manager
 City of Norfolk
 ron.williams@norfolk.gov, (757) 228-5495

NORFOLK PUBLIC SCHOOLS PUBLIC-PRIVATE EDUCATIONAL FACILITIES INFRASTRUCTURE ACT

The City of Norfolk & Norfolk Public Schools are working with S.B. Ballard Construction for the design and construction of five elementary schools. We planned and facilitated 10 public meetings in a 45-day period. We conducted online surveys, designed collateral materials as part of the community outreach effort. We formed and managed steering committees for each school. The steering committees were communications liaisons to the community.

Staff Roles **Delceno C. Miles** | Meeting Facilitation, Public Relations
Rod Walker | Social Media

Initial Schedule June – October 2014
Final Schedule June – October 2014
Initial Budget \$56,000
Final Cost \$56,000
Client Reference Lori Crouch, Public Relations Manager
 City of Norfolk
 Lori.Crouch@norfolk.gov, (757) 664-4067



EDUCATION

Harvard University
John F. Kennedy School of Government
Master of Public Policy
2005

McGill University
Bachelor of Arts with Honors
Political Science
1998

WORK EXPERIENCE

HR&A Advisors, Inc.
Partner/Senior Principal
2010 – Present

HR&A Advisors, Inc.
Partner/Senior Principal
2006 – 2010

Brooklyn Bridge Park Development Corporation
Project Director
2005 – 2006

Office of the Premier of Ontario
Special Policy Advisor
2004

Minister of National Revenue Canada
Senior Political Advisor
2002 – 2004

Minister of Citizenship and Immigration Canada
1999 – 2002
Special Assistant

AFFILIATIONS

Fifth Avenue Committee, South Brooklyn,
Board Member

Coro New York Leadership Center
Board Member

New York University
Schack Institute of Real Estate
Adjunct Lecturer in Real Estate
Development
2010 – 2011

JAMIE TORRES SPRINGER
SENIOR PRINCIPAL

Jamie Torres Springer, a Senior Principal at HR&A Advisors, has international experience in public sector management, public-private development structures, economic development and planning, and community relations. In 2013, Jamie served on a special assignment as Deputy Director for Community Initiatives within the Special Initiative for Rebuilding and Resiliency (SIRR) in the New York City Mayor’s Office, helping to lead a team of 40 professionals to develop the City’s response to Superstorm Sandy and future climate change risks across major citywide systems and infrastructure areas. He subsequently led the economics, planning, and regulatory components of a multidisciplinary feasibility study for a proposal to build a multi-purpose levee along the eastern shoreline of Lower Manhattan. Jamie also directed a multidisciplinary team developing plans for ten of the storm-impacted areas for the State of New York’s New York Rising program. He led one of the ten finalist teams selected by the U.S. Department of Housing and Urban Development in the Rebuild by Design Competition, a multi-stage regional design competition to promote and implement resilience and innovation in the Sandy-affected regions. Currently, Jamie is supporting 100 Resilient Cities—Pioneered by The Rockefeller Foundation with strategy development efforts in six cities across the United States.

Capacity Building Support for HUD National Disaster Resilience Competition, Nationwide
On behalf of The Rockefeller Foundation, managed a Capacity Building Initiative in support of the National Disaster Resilience Competition sponsored by the U.S. Department of Housing and Urban Development (HUD). Provided 67 cities, states, and counties that suffered presidentially-declared disasters between 2011 and 2013 with technical support to prepare projects and programs responsive to climate-related risks while addressing social, economic, and environmental challenges. Supported the Foundation in offering tailored resources and encouraging applicants to leverage partnerships to maximize potential financial and social benefits. Proposals addressed major infrastructure adaptation, green and grey stormwater infrastructure creation, housing and community development, and workforce development and social resilience programs. Currently working with the Foundation to incorporate Academy teachings into a formal resilience training curriculum.

HUD Rebuild by Design: Financing Small Business Resiliency, New York City & NJ
With Cooper, Robertson & Partners, led one of ten finalist teams in the U.S. Department of Housing and Urban Development Rebuild by Design competition for the Superstorm Sandy-affected Northeast. Led physical and economic analysis of resiliency and vitality of coastal commercial corridors and retail destinations in Red Hook and Beach 116th Street in New York City and Asbury Park, New Jersey. Engaged with business owners, community organizations, and officials to generate interventions for business recovery and resiliency eligible for federal funding. Proposed a replicable methodology to identify needs, physical designs to strengthen businesses, and a local financing framework, which inspired the Mayor’s Office of Recovery & Resiliency initiative Business PREP to prepare and protect small businesses and a feasibility study for integrated flood protection in Red Hook.

Climate Resiliency Advisory in the Sandy-Impacted Region, U.S. Northeast
Since 2013, Jamie has led HR&A in advising on recovery from Superstorm Sandy and urban resilience across the U.S. Northeast and served as a crucial advisor to New York City’s (NYC) efforts. HR&A’s work has responded directly to a number of the [257 recommendations published](#) by the NYC Special Initiative for Rebuilding and Resiliency (SIRR), or contributed

SPEAKING ENGAGEMENTS

Jamie regularly speaks at national and global conferences hosted by such professional organizations as ICLEI - Local Governments for Sustainability, CityAge, U.S. Green Building Council, Urban Land Institute, American Institute of Architects, American Society of Landscape Architects, American Planning Association, Association of Climate Change Officers, Center for Urban Real Estate, Waterfront Alliance, and Municipal Arts Society of New York.

Jamie also presents to academic institutions including Columbia University Graduate School of Architecture, Planning & Preservation; Harvard University Graduate School of Design; NYU Wagner Graduate School of Public Service; and University of Toronto Munk School of Global Affairs and Institute on Municipal Finance & Governance.

to their planning and predevelopment through state and federal efforts by deploying creative approaches to public-private financing, policy, and engagement. Directed economic, planning, and regulatory components of the City's feasibility study for a Southern Manhattan Multi-Purpose Levee integrating flood protection with new housing, commercial development, and open space; established comprehensive strategies for Coney Island Creek's tidal barrier and wetlands and storm surge barriers for Gowanus Canal and Newtown Creek; studied impacts of flood insurance on multifamily and mixed-use housing stock; assisted execution of NYC Housing Authority's (NYCHA) Sandy Resiliency & Renewal Program for three Coney Island developments; produced a proposal with the Brooklyn Chamber of Commerce for the Neighborhood Game-Changer Investment Competition conceived by SIRR; and supported OneNYC, the City's 2015 comprehensive plan update.

Ba Mar Resiliency Strategy, Stony Point, NY

On behalf of the Governor's Office of Storm Recovery, leading a multidisciplinary team to develop a housing recovery program for the Ba Mar manufactured home community in Stony Point, NY, which suffered significant damage during Hurricane Irene and Superstorm Sandy. After conducting a site assessment, engaging the community and conducting a resident survey, developing future options for the Ba Mar community. Scenario analysis will consider the financial and physical feasibility of each option, as well as costs, benefits and implementation considerations. The analysis will also consider national best practices for protecting and/or relocating residents of manufactured home communities in flood zones. The Governor's office will select an implementation option based on our final report with the goal of replicating it in similarly-impacted communities in New York State.

100RC Citywide Agenda-Setting & Resiliency Strategy Development, Nationwide

Supporting 100 Resilient Cities – Pioneered by The Rockefeller Foundation (100RC), a global initiative promoting comprehensive, actionable, citywide resilience strategies considering social, economic, and physical risks and challenges. Serving as lead Strategy Partner for ten of 15 participating U.S. cities to guide thinking about acute shocks and chronic stresses disrupting essential functions and risks as transformative opportunities. Facilitated agenda-setting workshops teaching officials and stakeholders best practices to inform strategic planning in Norfolk, VA; Los Angeles, CA; Boulder, CO; El Paso, TX; Boston, MA; Tulsa, OK; and St. Louis, MO. Advanced discussions with 100RC-sponsored Chief Resilience Officers and produced final strategy recommendations with Norfolk; New Orleans, LA; and New York, NY. Directing strategic planning processes for Boulder, El Paso, Boston; others forthcoming.

Dep. Director, Community Resilience, NYC Special Initiative for Rebuilding & Resiliency

In 2013 served as Deputy Director for Community Initiatives on special assignment for the New York City Mayor's Office Special Initiative for Rebuilding and Resiliency, founded after Superstorm Sandy to increase resilience citywide through long-term provision for and protection against climate change impacts. With 40 professionals, prepared a citywide systems and infrastructure recovery and preparation strategy. Proposed plans for the highly impacted Brooklyn-Queens Waterfront, Staten Island's East and South Shores, South Queens, Southern Brooklyn, and Southern Manhattan. Led community planning; outreach to elected officials, community-based organizations, and residents; design and planning; demographic studies; and land use and risk analyses. Published over 250 actionable recovery and resilience proposals in the Mayor's "PlaNYC Report for a Stronger, More Resilient New York."

Comprehensive Resilience Planning, Boston, MA

On behalf of the City of Boston and the Green Ribbon Commission, leading development of a comprehensive climate change adaptation plan for the city and its regional systems. Coordinating efforts of a climate research advisory group convened by UMass Boston, as well as an Arcadis/Sasaki team conducting a vulnerability assessment of Boston's buildings, infrastructure, environment, and population. Conducting interviews with stakeholders from Greater Boston's lead infrastructure agencies and key community groups to identify focus areas and promising adaptation opportunities. Outlining an overall strategy and specific road map for implementation of resiliency initiatives to help Boston and its region continue to thrive in the face of long-term climate change impacts.



PHILLIP KASH

PRINCIPAL

EDUCATION

University of North Carolina At Chapel Hill
Master of City and Regional Planning
2008

University of North Carolina At Chapel Hill
Bachelor of Arts
Economics
2005

WORK EXPERIENCE

HR&A Advisors, Inc.
Principal
2015 – Present

Enterprise Community Partners
Director
2014 – 2015

Enterprise Community Partners
Senior Program Director
2013 – 2014

Enterprise Community Partners
Program Director
2010 – 2013

Enterprise Community Partners
Program Officer
2009 – 2010

Enterprise Community Partners
Freddie Mac Fellow
2008 – 2009

Center for Community Capital
Research Assistant
2007 – 2008

Client Relationship Specialist
Vanguard Financial
2006

English Teacher
Xi'an, China
2005 – 2006

Phillip Kash leads engagements on affordable housing, strategic planning and resilience planning and implementation. He has over a decade of experience designing and implementing programs and real estate development projects that draw together public, private and philanthropic stakeholders to address pressing community needs.

Resilience Capacity-Building for the Rockefeller Foundation, Nationwide

On behalf of The Rockefeller Foundation, served as program manager delivering a capacity-building initiative in support of the U.S. Department of Housing and Urban Development's (HUD) National Disaster Resilience Competition, which distributed \$1 billion in federal funding to 67 cities, states, and counties that suffered presidentially-declared disasters between 2011 and 2013. Provided applicants with technical support to prepare projects and programs responsive to climate-related risks while addressing social, economic, and environmental challenges. Provided jurisdictions with support and facilitated access to direct technical assistance from advisors and a "design bench" of experts. Also managed execution of a funders' summit to inform and solicit support from potential financing entities. Working with The Rockefeller Foundation to incorporate Academy teachings into an officially-recognized resiliency curriculum.

Resilience Project Implementation Advisory for New Orleans, LA

Supporting implementation of a \$141 M resilience-building project proposal awarded to New Orleans, LA, in January 2016 as part of the HUD National Disaster Resilience Competition. The project aims to implement the city's first-ever Resilience District in Gentilly, a mixed-income neighborhood with high environmental risks from stormwater and subsidence. Facilitating development of signature parks and open space in the Gentilly district by recommending strategies for supplemental capital and ongoing financing. Will support the City in designing and implementing Community Adaptation programs to increase resilience through improved stormwater management, energy efficiency, and hazard mitigation.

Norfolk Affordable Housing Study, Norfolk, VA

On behalf of the City of Norfolk, VA, HR&A is carrying out an affordable housing market study. HR&A is conducting a market analysis and housing evaluation which will inform a housing needs assessment and financial gap analysis for the development of new affordable housing. HR&A will then review Norfolk's use of affordable housing tools and delivery mechanisms and conduct an analysis of revenue options for a Housing Trust Fund. This analysis will then be consolidated into an Affordable Housing Strategy Report that will be presented to City representatives.

Comprehensive Resilience Planning, Boston, MA

Managing Climate Ready Boston, a collaboration with the Boston Green Ribbon Commission and Innovation Network for Communities to generate critical resilience solutions to allow Boston to prosper in the face of long-term climate change. Identifying Boston's future hazards associated with climate change impacts, such as sea level rise, increased frequency and intensity of storms, and temperature extremes to produce resiliency initiatives designed for layering to address interrelated physical, social, and environmental vulnerabilities.

AFFILIATIONS

All Souls Housing
Board of Directors
2013 – Present

Dallas Enterprise Homeownership
Partnership
Board of Trustees
2010 – 2013

UNC Chapel Hill
University of North Carolina At Chapel Hill
Admissions Committee
2006 – 2008

PUBLICATIONS

Maximizing the Value of Disaster Case Management Program for Individual and Household Recovery, Enterprise Community Partners, 2015. (Co-author)

Market Data Driven Stabilization: A Case Study of Cleveland's NEO CANDO Data System. Enterprise Community Partners, 2011. (Co-Author)

The Role of Community Development Institutions in Homeownership Finance. Center for Community Capital, 2008. (Co-author)

NoMa Mixed-Use Redevelopment, Washington, D.C.

On behalf of the District of Columbia Housing Authority, providing transaction support services for the redevelopment of DCHA's headquarters. Prepared solicitation documents and evaluated prospective development partners, aiding in the selection of a development partner to build a 900,000 square foot mixed-use property, including new office space for DCHA and an off-site customer service facility for its customers. Currently assisting with development agreement negotiations, and providing project management and coordination assistance for the authority, the developer, and consulting and legal teams.

Atlanta Habitat for Humanity Strategic Plan, Atlanta, GA

On behalf of Atlanta Habitat for Humanity, led a team assisting in the creation of a new five-year strategic plan to guide the organization. Developed inputs and the corresponding implementation plan through extensive stakeholder engagement coupled with additional research and analysis. Managed the process of assessing best practices appropriate to the Atlanta context, a SWOT analysis, and identification of Atlanta Habitat for Humanity's organizational resources. During the final phase, re-engaged with stakeholders and the Board of Directors to test, refine, and gain consensus for a final strategic plan and corresponding implementation plan.

Enterprise Community Partners, Director, Enterprise Advisors, Washington, D.C.

Led multiple teams of consultants and staff providing technical assistance to local governments and non-profit organizations across the country. Engaged the leadership of client organizations to set clear, measurable community development and resilient recovery policy objectives. Designed and implemented community development and resilient recovery programs in collaboration with local government and non-profit organizations. Secured new business related to community development, resilience and disaster recovery, securing \$1.2M in contracts within a year. Co-authored Enterprise's internal strategic framework for disaster recovery and resilience.

PREVIOUS EXPERIENCE

Enterprise Community Partners, Senior Program Director, Enterprise Advisors, Washington, D.C.

As Senior Program Director, worked with clients to revise community development programs to maximize regulatory flexibility in order to better achieve mission outcomes. Developed financial structures to leverage private capital with public funding for community development and disaster recovery plans. Presented to local and federal community development stakeholders on emerging community development and disaster recovery best practices. Developed a lasting partnership with private and public stakeholders.

Enterprise Community Partners, Program Director, Community Revitalization, Washington, D.C.

Awarded \$750,000 in grants annually to innovative community stabilization programs. Served as Enterprise's leading national expert for Neighborhood Stabilization Program. Advised non-profit organizations and local governments on adjustments to operations and supported implementation of recommend changes. Identified, research and disseminated program models to address foreclosure, blight and vacancy.

Enterprise Community Partners, Program Officer, Community Revitalization, Washington, D.C.

Identified and assessed affordable housing transactions for debit financing and developed policy recommendations on issues related to the foreclosure crisis and advocated for regulatory and legislative changes.



KATE WITTELS

PRINCIPAL

EDUCATION

Massachusetts Institute of Technology
Department of Urban Studies and
Planning
Master of Science
Real Estate Development
2008

University of Pennsylvania
Bachelor of Arts
Urban Studies
2002

WORK EXPERIENCE

HR&A Advisors, Inc.
Principal
2014 – Present

HR&A Advisors, Inc.
Director
2012 – 2014

Sony Corporation of America
Director, Corporate Real Estate
2008 – 2012

Economics Research Associates (ERA)
Senior Analyst
2005 – 2007

Transportation Resource Associates
Manager, Business Services
2002 – 2005

AFFILIATIONS

Member, Urban Land Institute

Kate Wittels brings over 12 years of experience in real estate transactions, market analysis and economic development. Kate concentrates in both our economic development strategy and real estate advisory practice areas, with special attention to transit, public-private partnerships and economic development of tech and creative economies. Kate's broad portfolio of work has included structuring complex public-private partnerships for large municipal agencies, guiding non-profit land-owners in creating value from their portfolio, developing public programs to drive urban innovation and foster the tech and creative economies and advising private land-owners to position their properties to attract millennials and innovation economy firms.

Providence I-195 Innovation District Development Strategy Framework

On behalf of the Rhode Island Commerce Commission, created a development strategy framework for the I-195 Redevelopment District Commission ("the I-195 Commission") to guide the redevelopment of a 20-acre tract of publicly-owned land in Downtown Providence and maximize the economic impact of the land through the creation of an innovation district. The framework was developed through an assessment of the local urban context, review of prior planning work and future development proposals, and meetings with selected stakeholders, executive leadership of academic and healthcare anchor institutions, and City planning officials to inform the goals and objectives of the I-195 Commission and determine current and near-future market realities. The study culminated in a recommendation to the Governor of Rhode Island and the I-195 Commission for a multi-faceted implementation structure that fosters collaboration and maximizes partner capacity, supports functional development economics, incentivizes the appropriate mix of uses, empowers a governance structure with impactful tools, and mandates urban design excellence from all proposed development projects.

Tech Workforce Development Strategy for LaGuardia Community College

Delivered a strategic plan to advance LaGuardia Community College's leadership in tech-industry workforce development. Assessed methods for the college to address evolving needs and priorities of tech employers and workforce development advocates. Facilitated roundtable discussions with tech firms and workforce development organizations to solicit and synthesize feedback. Recommended the appointment of a "Tech Czar" to coordinate programs and partnerships across departments, and the creation of an advisory council comprised of faculty, administrators, tech-employers, and workforce development advocates to inform programming and build industry connections. LaGuardia launched an accelerated training program with New York-based tech companies to connect graduates with job placements. The program, called TechIMPACT received a \$4 million Department of Labor grant to support operations.

Assessment of Market Opportunity for a New Innovation District in Washington, DC

On behalf of a private developer, determined and evaluated the size and scope of the tech industry in Washington DC and compared its performance to that of surrounding regional tech nodes. Using this analysis, crafted a development rationale for a proposed innovation district located on a parcel of public land in Washington, DC. Assessed and defined success factors for STEM and tech ecosystems, and assessed Washington DC's relative competitive advantages and disadvantages. Assessed DC's competitive advantages specifically within the technology sector, and identified assets and attributes with near-term opportunities for

fortification. Finally, analyzed the impact that top academic institutions have on the tech ecosystem in Washington, DC. These findings were aggregated and presented as a briefing book for the developer to use as a basis for conversation with the District of Columbia's Mayor, key institutional partners, and private-sector leaders.

New York City Tech Ecosystem Study

On behalf of Association for a Better New York (ABNY), in collaboration with Google, Citi Group and the New York Tech Meet-up, led a comprehensive study to define and evaluate the complete size of the New York City tech ecosystem and assessed its economic and fiscal impacts. After reviewing the methodologies used to define tech in prior studies, HR&A held work sessions with industry representatives from New York-based firms, institutions, and organizations such as Control Group, New York University, and the Center for an Urban Future to test the HR&A definition. HR&A developed a working definition for the tech ecosystem that considers market characteristics present in New York City and includes both tech industries and tech jobs in non-tech industries. HR&A used this working definition to evaluate the ecosystem's economic and fiscal impact to the City and develop policy recommendations addressing various strategies for sustaining the growth of New York City's tech ecosystem. The study's findings and recommendations were reported in several media outlets including the Wall Street Journal, New York Times, National Public Radio, Bloomberg and numerous technology related media outlets.

Downtown Brooklyn Partnership: Brooklyn Tech Triangle Plan

On behalf of the Downtown Brooklyn Partnership, supported a team lead by WXY Architecture + Urban Design to create a strategic plan for the Brooklyn Tech Triangle. HR&A's role included conducting a real estate market assessment to identify key supply-side barriers to industry growth in the area and developing initiatives and incentives to remedy the real estate and economic challenges facing the tech and creative industries growth within The Triangle the strategic plan analysis included an extensive outreach program, in-depth financial analysis to test the feasibility of the recommended incentives and culminated in a robust study that included real estate, economic, public realm, transportation and workforce strategies to foster the continued growth of the tech and creative industries in Brooklyn. The APA New York Chapter recognized the Brooklyn Tech Triangle Strategic Plan with the 2013 Meritorious Achievement Award.

Industry City Economic Impact and Public Policy Framework

On behalf of the ownership of Industry City, a 6-million-square-foot industrial campus on Brooklyn's Sunset Park waterfront, developed an economic impact and public policy framework to support potential repositioning of the Industry City portfolio. The study integrated design and planning work, economic and real estate analysis, and public outreach efforts. In coordination with the ownership group and design and planning team, researched precedents of similar industrial and waterfront redevelopment projects to inform the outreach campaign and determine an achievable and politically acceptable portfolio repositioning approach.



JUSTIN SCHULTZ

DIRECTOR

EDUCATION

New York University
Robert F. Wagner Graduate School of
Public Service
Master in Urban Planning
2006 – 2008

University of Texas at Austin
Bachelor of Arts, Government & History
2001 – 2004

WORK EXPERIENCE

HR&A Advisors, Inc.
Director
2016 – Present

MTA Capital Construction
Senior Project Manager,
Planning & Development
2013 – 2015

I.H. Engineers, PC
Project Engineer
2009 – 2013

AFFILIATIONS

LEED AP, US Green Building Council

As a Director in HR&A's New York Office, Justin leads engagements focusing on resilience planning and implementation strategies, transit-oriented development, and public-private collaboration. For seven years prior to joining HR&A, Justin served as Senior Project Manager of Planning and Development at the Metropolitan Transportation Authority (MTA)'s Capital Construction division where he supported design, construction management, project delivery, and operations of the MTA's \$1.4 B Fulton Center transit hub in Lower Manhattan.

Resilience Project Implementation Advisory for New Orleans, LA

Supporting implementation of a \$141 M resilience-building project proposal awarded to New Orleans, LA, in January 2016 as part of the HUD National Disaster Resilience Competition. The project aims to implement the city's first-ever Resilience District in Gentilly, a mixed-income neighborhood with high environmental risks from stormwater and subsidence. Facilitating development of signature parks and open space in the Gentilly district by recommending strategies for supplemental capital and ongoing financing. Will support the City in designing and implementing Community Adaptation programs to increase resilience through improved stormwater management, energy efficiency, and hazard mitigation.

100 Resilient Cities – Pioneered by The Rockefeller Foundation Strategy for Tulsa, OK

Supporting the City of Tulsa, OK, with strategy development as part of 100 Resilient Cities – Pioneered by The Rockefeller Foundation, an innovative global effort to help communities prepare to withstand catastrophic events and chronic stress by providing funding, services, and technical support to develop citywide resiliency strategies under the direction of a Chief Resilience Officer (CRO). Working with Tulsa's CRO to engage officials and cross-sector stakeholders for input on resilience planning priorities, strengths, and opportunities as preparation for successful creation of Tulsa's comprehensive resilience strategy.

Transbay Transit Center Master Lessee Procurement Management, San Francisco, CA

On behalf of the Transbay Joint Powers Authority, HR&A is supporting the Authority with the recruitment and selection of a long-term master lessee to oversee retail tenancing, facility management, and open space and event programming. Scheduled for opening at the end of 2017, the Transbay Transit Center will be a new intermodal transit hub serving local and regional bus and train networks and an anchor of San Francisco's newest office and residential district. The facility will feature two stories of retail space, over 270 digital screens, and a 5.4-acre rooftop park. As Senior Advisor to the project team, guided the Authority in the business plan for facility operations that will serve as the basis of an agreement with a master lessee, drafted and published a Request for Proposals for a master retail lessee, and worked with the Authority to review developer responses and ultimately select a master lessee. HR&A continues to support the Authority through developer negotiations.

Development Support in Central New Jersey, Middlesex County, NJ

For a private developer, developing a plan for a former nursery in Central New Jersey. Evaluating market potential of prospective mixed-use programs through robust analysis of market-rate residential, retail, office, and hotel uses. Performing an assessment of economic and fiscal impacts created by site development and operations, which will be supported by proposed mitigation strategies. Will assist with development and implementation of a municipal and public outreach strategy to inform the development concept.

Public Library Real Estate Advisory, Westchester County, NY

Advising a public library on potential sale and redevelopment of its flagship branch by determining long-term institutional needs and goals and presenting successful public-private partnership models for discussion. Will review institutional finances, assess needs, and develop potential real estate strategies for the library board and staff to consider. Will assess value of development rights and potential costs to build a new flagship branch.



KYLE VANGEL
DIRECTOR

EDUCATION

University of North Carolina at Chapel Hill
Master of City & Regional Planning
2012

Tufts University
Bachelor of Arts, History & Economics
2008

WORK EXPERIENCE

HR&A Advisors, Inc.
Director
2014 – Present

HR&A Advisors, Inc.
Senior Analyst
2012 – 2014

HR&A Advisors, Inc.
Analyst Fellow
2011

Monitor Group
Consultant
2008 – 2010

AFFILIATIONS

American Planning Association

AWARDS

Louise Venable Coker Award for Best
Masters Project
Department of City & Regional Planning
University of North Carolina at Chapel Hill

Kyle Vangel helps enhance the urban built environment and economic competitiveness of cities and regions through expertise in urban planning, economic development, and strategy consulting. His work focuses on real estate market analysis, downtown revitalization strategy, economic development planning, and economic and fiscal impact analysis for clients throughout the United States.

Baseline Economic Study for City of Norfolk, Virginia

As part of 100 Resilient Cities, a global initiative by the Rockefeller Foundation to help cities develop comprehensive strategies to become more resilient in the face of social, economic, and physical risks and challenges, produced a baseline economic study to inform future economic development efforts in the City of Norfolk. Conducted a comprehensive analysis of Norfolk's competitiveness as it relates to industry clusters, workforce capacity, real estate assets, entrepreneurial activity, and economic development tools to produce a SWOT analysis that will serve as the foundation for a future-oriented economic development strategy.

Downtown Raleigh Experience Plan and Municipal Facilities Analysis

For the City of Raleigh, North Carolina, managed the real estate and economic development elements associated with the Downtown Raleigh Experience Plan. Conducted a comprehensive market analysis to evaluate Downtown's potential to capture higher shares of the region's growth, and subsequently evaluated catalytic development opportunities where market demand could be leveraged to advance civic and community goals. Recommended an implementation structure and identified potential sources of funding for priority projects and initiatives. In follow-up assignment, evaluated financial implications of space consolidation scenarios for the City's Downtown municipal facilities.

TIGER Grant Application Support for the City of Rochester, New York

As part of a multidisciplinary team led by Stantec, supported the City of Rochester's successful application for a TIGER Grant from the United States Department of Transportation. The TIGER Grant will provide \$17.7 million in funds for the Inner Loop East Reconstruction Project, which will remove a portion of a trenched highway encircling Downtown Rochester and create a multi-modal urban boulevard and new development parcels. Oversaw a market analysis of four real estate sectors: residential, retail, office, and hotel uses to determine potential uses for recovered land in the area. Led the production of a benefit-cost assessment for build and no build project scenarios, comparing relevant project costs against economic benefits generated including increased land value, lifecycle cost savings, and safety benefits. Findings enabled the City to create a compelling funding application.

Activation Strategy for the D Street Corridor in Boston

Supported the Massachusetts Convention Center Authority (MCCA)'s planned expansion of the Boston Convention and Exhibition Center (BCEC) along D Street in the rapidly changing Innovation District/South Boston neighborhoods. The expansion of the BCEC would include new hotels, convention and exhibit space, and a parking structure. Developed a program for new retail space and identified potential temporary and permanent programming opportunities. Conducted retail visioning portion of a stakeholder charrette on the future

character of D Street. Evaluated customer groups that would be served by new retail as well as existing character of area retail. Created a tenancing strategy designed to meet the community's vision for an authentic, destination retail experience. Researched potential retail, restaurant, and entertainment tenants, developed collateral to market the opportunity, and conducted outreach to select potential tenants. Recommendations outlined next steps for the MCCA in recruiting tenants and creating a retail, restaurant, entertainment, and programming mix that will activate D Street.

Return on Investment Analysis for Columbia Pike Transit Initiative in Arlington County, Virginia

For Arlington County, Virginia, produced a return on investment study comparing the economic and fiscal benefits of a proposed streetcar along the Columbia Pike versus an enhanced bus alternative. Prepared an economic and financial model underpinned by an assessment of corridor real estate market dynamics, local developer and retailer outreach, and case studies and literature review of precedent transit systems. Study found that streetcar will accelerate delivery of adopted plans, enhance the corridor's regional competitiveness, and yield greater economic benefits and fiscal benefits than enhanced bus service. Provided Arlington County with a comprehensive report detailing the projected impacts of the different transit modes and presented the findings to several County Commissions.

Mixed-Use Development Feasibility Analysis for North Carolina State Government Complex in Downtown Raleigh

On behalf of the State of North Carolina, leading a multidisciplinary team in evaluating the feasibility of introducing mixed-uses into the State Government Complex in Downtown Raleigh. Conducted a retail and residential market analysis to determine the viability of introducing mixed-uses into the Complex, and identified buildings to be considered for the introduction of retail, restaurants, and services. To inform recommendations and next steps in activating the Complex, producing cost and revenue estimates for the re-use of priority spaces based on detailed physical assessments of each space.



ALEX STOKES
DIRECTOR

EDUCATION

Université Paris-Dauphine
Masters in Real Estate
2007 – 2008

Harvard University
Bachelor of Arts
History
2003 – 2007

WORK EXPERIENCE

2014 – Present
Director
HR&A Advisors, Inc.

2014
Senior Financial Analyst
HR&A Advisors, Inc.

2012 – 2014
Senior Analyst
HR&A Advisors, Inc.

2010 – 2012
Analyst
HR&A Advisors, Inc.

2008 – 2010
Financial Advisor to Affordable Housing
Agencies
Caine Mitter & Associates Incorporated

2008
Real Estate Acquisitions Intern
GE Capital

AWARDS

Williams-Lodge Fellowship
Harvard, for post-graduate study at the
University of Paris

Harvard Center for European
Studies Research Fellowship

Williams Scholarship

AFFILIATIONS

University of Pennsylvania
School of Design
Lecturer
2015 – Present

Since joining HR&A Advisors in 2010, Alex has helped public and private-sector clients leverage real estate assets for economic development and urban revitalization. He has conducted numerous real estate market and financial feasibility analyses and has developed financial models to determine real estate valuation and construction feasibility. Prior to joining HR&A, Alex served as a financial advisor to state and local housing finance agencies.

Southern Manhattan Multi-Purpose Levee Feasibility Study, NY

Managed the economics, planning, and regulatory components of a multidisciplinary feasibility study for this project on behalf of the New York City Economic Development Corporation. Evaluated multiple scenarios of multi-purpose levee construction, including scenarios that create opportunities for new real estate development. Helped to manage a team of planners, lawyers, and consultants to study the planning and regulatory obstacles for project implementation, and led all financial analyses for the project. Produced a market study to project new real estate development potential, evaluated precedents for infrastructure financing and public-private partnerships, and built a dynamic pro forma to test multiple alternatives for the project. Drafted the financing and implementation chapter of the feasibility study.

Gowanus & Newtown Creek Storm Risk Reduction Strategy, NY

For the New York City Mayor's Office of Recovery and Resiliency and Economic Development Corporation, creating a comprehensive plan for storm surge barriers to protect neighborhoods adjacent to the Gowanus Canal and Newtown Creek. Will test development options' economic and financial feasibility and support planning for neighborhood integration as preferred scenarios emerge. Will create a funding strategy integrating conventional and innovative infrastructure capital with O&M funding sources and summarize benefits of flood protection strategies.

Stormwater Analysis in Detroit, MI

On behalf of The Nature Conservancy and the City of Detroit, evaluated the potential impacts of a proposed new stormwater management ordinance on the City of Detroit and its property owners. Compared real estate value and cost implications of restructuring of the City's current drainage charge, imposing on- and/or off-site mitigation requirements, and creating incentive strategies to partially offset the costs of any on-site improvements for three real estate typologies: new multifamily housing, downtown office conversions to residential use, and large format retail.

Broadway Corridor Framework Plan, in Portland, OR

On behalf of the Portland Development Commission (PDC) and as part of multidisciplinary team led by ZGF Architects, advised on a strategic vision and development concept for Broadway Corridor in Portland, Oregon. The corridor is located at the intersection of the Pearl District, Union Station, and Old Town/Chinatown and is dominated by a 14-acre USPS facility that PDC is seeking to acquire and redevelop. Served as a resource for PDC, ZGF, and other team members as they consider market and implementation issues affecting the USPS site. Participated in intensive, multiday workshops, and evaluated the financial feasibility of preliminary development concepts. Additionally, assisted the team's identification of a strategy for mitigating potential funding gaps in the preferred concept plan.

Business Framework and Master Plan for the University of Pennsylvania's South Bank site in Philadelphia, PA

Assisted the University of Pennsylvania in developing a business framework and master plan for its recently acquired 23-acre "South Bank" site in Philadelphia. Supported the design team, led by WRT, through stakeholder outreach to confirm the University's innovation-related activities and aspirations; assessed market opportunities and challenges from both the real estate and industry perspectives; and assessed the financial feasibility of the proposed development program.

Tax Increment Financing Strategic Plan and District Completion Study in Atlanta, GA

For Invest Atlanta, completed a strategic review of the City of Atlanta's Tax Allocation District (TAD) Program, which utilizes incremental tax revenues for a range of economic development initiatives in ten districts throughout the City. Assessed fund availability and restrictions, interviewed key stakeholders and reviewed comparable tax increment financing and economic development programs. Presented recommendations to the Mayor and City Council regarding potential adjustments to the TAD program's funding strategy and organizational structure in order to respond to Atlanta's economic downturn, as well as changes to Georgia's Redevelopment Powers Act to increase the TAD Program's flexibility.

Following publication of the strategic review, presented a new methodology to the City Council to determine TAD completion and assisted the Council in updating its redevelopment strategy for five of the City's TADs.

Philadelphia Central Waterfront Master Plan, PA

For the Delaware River Waterfront Corporation, drafted economics section of a master plan for Philadelphia's central waterfront, awarded the Commonwealth Gold Award from the 10,000 Friends of Pennsylvania and an Honor Award for Regional and Urban Design from the American Institute of Architects. Created financial model to project infrastructure debt service costs and waterfront revenues and crafted detailed infrastructure phasing and prioritization strategy.

Strategy Development for the Lower Schuylkill River District in Philadelphia, PA

For the Philadelphia Industrial Development Corporation, assessed opportunities to redevelop the Lower Schuylkill River District of Philadelphia into a center of industrial and research-related economic growth. Assessed the physical and market strengths and weaknesses of various sections of the district as well as overall industrial market conditions and recommended strategies relating to the phasing and financing of infrastructure improvements. Assessed the fiscal and economic impacts of both infrastructure improvements and private industrial development.

Supporting New Waterfront Parks Creation in Tulsa, OK

Supported the George Kaiser Family Foundation and its designer, Michael Van Valkenburgh Associates (MVVA) on its initiative to create a new 80-acre park along the Arkansas River waterfront. Conducted an economic and fiscal impact analysis to demonstrate the impact of the new park on Tulsa's economy.

Kendall Square Affordable Housing Strategy, Cambridge, MA

On behalf of the Cambridge Redevelopment Authority (CRA), conducted a market and financial feasibility analysis for affordable housing development in the Kendall Square Urban Renewal Plan (KSURP) area. Constructed multi-year development models to quantify the supportable land value for office, lab, and mixed-income residential development in Kendall Square, and tested sensitivities to assess the impact of various levels of low income and middle income housing on development feasibility. Additionally, evaluated the extent to which commercial uses could potentially cross-subsidize residential uses within a large scale, mixed used development project.



RACHEL ISACOFF

PROGRAM MANAGER

EDUCATION

University of Pennsylvania
Master of Science,
Historic Preservation
2014

University of Michigan
Bachelor of Science, Architecture
2009

WORK EXPERIENCE

HR&A Advisors, Inc.
Program Manager,
Resilience
2016 – Present

White House Council on Environmental
Quality
Climate Preparedness Analyst
2015 – 2016

U.S. Department of Housing and Urban
Development
Presidential Management Fellow, Office
of Economic Resilience
2014 – 2015

New Jersey Department of Environmental
Protection, Historic Preservation Office
Program Associate
2014

National Park Service,
Intermountain Region
Renewable Energy and Cultural Resources
Intern
2013

CookFox Architects
Executive Assistant
2010 – 2012

Global Volunteer Network
Volunteer Service Nepal
Community Maintenance Program
2009 – 2010

SPEAKING ENGAGEMENTS

International Environmental Youth
Symposium, Adaptation, Resiliency and
Mitigation Panel, 2015

NeighborWorks Training Institute, Better
Buildings Challenge Panel, 2015

Rachel is dedicated to helping communities strengthen their resilience through social, economic and environmental strategies that promote communal well-being. At HR&A, she supports multiple projects within HR&A's resilience practice focused on adapting to future shocks and current stresses resulting from climate change and economic challenges. Prior to joining HR&A, Rachel worked with state governments, foundations, and local stakeholders on key resilience projects as a Climate Preparedness Analyst at the White House Council on Environmental Quality. As a Presidential Management Fellow in HUD's Office of Economic Resilience, she conducted energy program and policy analysis. Rachel received her MS in Historic Preservation from the University of Pennsylvania, focusing on the intersection of preservation with energy efficiency and climate adaptation, and a BS in Architecture from the University of Michigan.

Strategic Planning for 100 Resilient Cities—Pioneered by The Rockefeller Foundation
Supporting 100 Resilient Cities – Pioneered by The Rockefeller Foundation (100RC), a global initiative promoting comprehensive, actionable, citywide resilience strategies considering social, economic, and physical risks and challenges. Serving as deputy lead Strategy Partner for nine of 15 participating U.S. cities to guide thinking about acute shocks and chronic stresses disrupting essential functions and risks as transformative opportunities. Advance discussions with 100RC-sponsored Chief Resilience Officers and facilitate agenda-setting workshops teaching officials and stakeholders best practices to inform strategic planning in Boulder, CO; El Paso, TX; Los Angeles, CA; Boston, MA; Tulsa, OK; and Atlanta, GA.

Resilience Capacity-Building Initiative for the Rockefeller Foundation
On behalf of The Rockefeller Foundation, supporting the Resilience Project Implementation Initiative, which delivers programming and guidance to assist the implementation of resilience projects that were awarded funds through the National Disaster Resilience Competition, sponsored by the U.S. Department of Housing and Urban Development (HUD). The program seeks to marshal recent innovations in strategic planning, design, and economic analysis to create high capacity across the country for resilience innovation unrelated to the initial disaster funding allocation. Currently working with the Foundation to develop performance measures guidance to track the impact of resilience projects.

PREVIOUS EXPERIENCE

White House Council on Environmental Quality

Led work on climate equity, including institutionalizing equity and resilience in Federal programs and drafting a Federal framework on coastal-community resilience and climate-based relocation. Served as White House lead strategy advisor on the Arctic Executive Steering Committee's Coastal Erosion Work Group. Advised the climate change subgroups for the Environmental Justice Interagency Working Group and White House Council on Native American Affairs.

U.S. Department of Housing and Urban Development, Office of Economic Resilience

Managed the \$2M renewable energy technical assistance plan and \$1M in technical assistance for over 85 Better Buildings Challenge multifamily residential partners. Developed collateral material and 10 Better Buildings Summit sessions to highlight the energy-related commitments of the Better Buildings Challenge partners. Drafted HUD-USDA Notices for publication in the Federal Register on adopting the most recent building energy code standards.



HANNAH HOYT

SENIOR ANALYST

EDUCATION

Dartmouth College
Bachelor of Arts
Government and Studio Art
magna cum laude
2013

WORK EXPERIENCE

HR&A Advisors
Senior Analyst
2015 – Present

HR&A Advisors
Analyst
2014 – 2015

HR&A Advisors
Research Analyst
2014

New York City Department of Information
Technology & Telecommunications
New York City Urban Fellow
2013 – 2014

Dartmouth College Center for Research,
Writing and Information Technology
Head Tutor
2012 – 2013

Continuum Innovation
Strategy Intern
Summer 2012

The New York Times
Strategic Planning Intern
Fall 2011

As a Senior Analyst in the New York City office, Hannah contributes to HR&A's planning, resiliency, and open space projects. She is a graduate of Dartmouth College, where she received degrees in Government and Studio Art with a concentration in architecture.

Imagine Boston 2030

Leading an interdisciplinary team to develop and deliver Imagine Boston 2030, the city's first comprehensive plan in 50 years. Developing a plan that will set the agenda for the city's growth, investment and development as Boston enters its fourth century. Based on feedback from residents and City staff, as well as extensive quantitative and qualitative analysis, setting a vision for the city's future across a range of policy domains, including people, economy, places and environment. Codifying this vision in a Strategic Vision Plan that includes goals, indicators, and targets guiding the city's future. After validating the Strategic Vision Plan through community engagement, leading detailed analysis to develop and refine specific placed-based initiatives, including identifying timelines and funding sources for attainment of plan goals by 2030.

100 Resilient Cities—Pioneered by The Rockefeller Foundation: Norfolk, VA

On behalf of the 100 Resilient Cities – Supported the City of Norfolk's Chief Resilience Officer (CRO) with engagement and outreach efforts to City officials and community stakeholders, and conducted a preliminary resilience assessment that identified resilience needs, opportunities and priorities. Provided strategic analysis to support the development of the City's resilience strategy, including: the development of a baseline economic study to inform future economic development efforts; production of a high-level development strategy and financial analysis for a coastal area to model resilient land use and inform discussions about the best use of coastal land; an in collaboration with the CRO, applied insights from our analysis and other ongoing research to develop a comprehensive resilience strategy that includes high-priority, implementable initiatives to build physical, economic and social resilience.

New York Rising: Resiliency Planning in New York City

On behalf of the New York State Office of Storm Recovery's *New York Rising Community Reconstruction Program*, led strategy development to support long-term resiliency and economic growth in areas affected by hurricanes and Superstorm Sandy. Engaged community planning units with engineers, architects, planners, and housing and healthcare specialists to support the creation of a comprehensive plan – which incorporated social, economic, and environmental goals – to ensure long-term protection of New York City's coastal and riverine communities through the investment of federal Community Development Block Grant Disaster Recovery funding.

Resilience Capacity-Building for the Rockefeller Foundation

On behalf of the Rockefeller Foundation, program managing a capacity-building initiative in support of the U.S. Department of Housing and Urban Development (HUD)'s National Disaster Resilience Competition, a nearly \$1 billion competition inviting 67 communities impacted by recent disasters to compete for funds to become more resilient in the face of current and future risks. Program delivery includes developing a core resilience curriculum to be delivered to potential grantees, including a high-level stakeholder Summit in 2014 and five regional Academies in 2015, followed by direct technical assistance in proposal and project development with the aid of technical advisors and a "design bench" of experts. The

program seeks to marshal recent innovations in strategic planning, design, and economic analysis to create a high capacity across the country for resilience innovation unrelated to the initial disaster funding allocation.

Public Investment Strategy for the Bronx's Lower Concourse Neighborhood

As part of a multi-disciplinary team led by Beyer Blinder Belle and VHB and on behalf of NYCEDC, helping to develop a framework that will inform a \$200 million infrastructure investment in the Lower Concourse area of the South Bronx. Guided by NYCEDC's goals of spurring affordable housing development and supporting local job creation, analyzing the study area's demographics, employment and industry trends, real estate market conditions, and recent property transactions and developments to evaluate opportunities and challenges of market development and industry growth. Market research includes outreach to local real estate brokers, property owners, developers, businesses, institutions, and advocates. Following completion of the real estate and industry scans, working with BBB and VHB to develop an investment strategy and phasing plan that supports mixed-use development and value creation in the near, medium and long terms.

Boulder Civic Area Master Plan

For the City of Boulder and in partnership with Tom Leader Studio, provided economic and open space strategy for the master plan of the 27-acre Civic Area park in downtown Boulder. Advised the City on funding, programming and management implications of the master plan design, including through facilitating public workshops. Evaluated funding opportunities and gaps for implementation of the master plan. Made recommendations for park programming, phasing, funding, and a business plan framework, which are being used to guide ongoing park design and development.

North Maple Regional Park Public-Private Partnership Strategy in Vaughan, ON

Provided research and analysis to the City of Vaughan, Ontario, on opportunities to use public-private partnerships for the development of North Maple Regional Park, a proposed 200-acre park, as part of a team led by Grant Thornton Raymond Chabot Infrastructure. Evaluated funding opportunities, ranging from real estate development on a portion of the parklands to sponsorship potential, and provided options for a governance entity to oversee park development and operations.

Philadelphia's LOVE Park Open Space Strategy

On behalf of the Fairmount Park Conservancy and Philadelphia Parks and Recreation, produced an earned income programming strategy to help guide the redevelopment of Philadelphia's signature LOVE Park. Assessed best practices in park programming to evaluate earned income opportunities; assessed market conditions in Philadelphia by engaging stakeholders and evaluating local parks; developed programming concepts and a programming calendar. Developed a business plan for the park, which included order of magnitude projections for income, key drivers of revenue generation, and recommended next steps for a design and management structure for the park.



KRISTINA PECORELLI

SENIOR ANALYST

EDUCATION

McCourt School of Public Policy,
Georgetown University
Master in Public Policy
2013

DePaul University
Bachelor of Arts, Political Science
2011

WORK EXPERIENCE

HR&A Advisors, Inc.
Senior Analyst
2016 – Present

New York City Economic
Development Corporation (NYCEDC)
Assistant Vice President, Center for
Economic Transformation
2013 - 2016

Kristina joined HR&A in 2016 as a Senior Analyst in the New York office. Kristina supports HR&A's public and private clients through the creation of innovative citywide economic development strategies and plans to finance large-scale development. She analyzes the impacts of infrastructure investments and assesses key policy initiatives to advise clients on transit-oriented development, public-private partnerships, and growth strategies for innovation and creative economies.

Prior to joining HR&A, Kristina served as Assistant Vice President at the New York City Economic Development Corporation (NYCEDC), where she was responsible for evaluating the redevelopment potential of City-owned sites, as well as the feasibility of public infrastructure investments and economic policy decisions. At the NYCEDC, Kristina analyzed incentive structures for development proposals within the new Hudson Yards district and identified strategies for industry expansion and cultivation for OneNYC, the City's long-term plan for sustainable growth. Kristina holds a master's in Public Policy from Georgetown University and a Bachelor of Arts in Political Science from DePaul University.

100 Resilient Cities El Paso Strategy

Served as strategy partner to the City of El Paso as part of 100 Resilient Cities, a global initiative pioneered by the Rockefeller Foundation to help cities develop comprehensive, actionable strategies to become more resilient. The project scope included supporting the City and its Chief Resilience Officer (CRO) as it developed a comprehensive resilience strategy comprised of high-priority, implementable initiatives to build physical, economic and social resilience in El Paso. As a part of Phase II work, led an Economic Baseline Analysis study describing El Paso's economic context within the broader region in order to develop specific growth strategies for the city.

Atlanta Habitat for Humanity Strategic Plan

On behalf of Atlanta Habitat for Humanity, assisted in the creation of a new five-year strategic plan to guide the organization. Developed inputs for the plan and the corresponding implementation plan through extensive stakeholder engagement coupled with additional research and analysis. Assessed best practices appropriate to the Atlanta context, a SWOT analysis, and identification of Atlanta Habitat for Humanity's organizational resources. Re-engaged with stakeholders and the Board of Directors to test, refine, and gain consensus for a final strategic plan and corresponding implementation plan.

District of Columbia Sustainable Energy Utility (DCSEU)

On behalf of Vermont Energy Investment Corporation, program administrator for the DC Sustainable Energy Utility (DCSEU), produced a study of the economic and fiscal impacts of the DCSEU on Washington, DC. HR&A used this study to convey the full extent of DCSEU's economic development impacts on the District, including green job creation, workforce development, direct spending, and economic spinoff activity in a range of industries. Building on a review of existing literature, developed an economic input-output and fiscal impact model to estimate the total impact of DCSEU's activities in the District for each year and cumulatively over a five-year period.

Metro-North Transit Oriented Development in the Bronx

In partnership with WSP/Parsons Brinckerhoff, evaluating the potential for transit-oriented development around four new Metro-North stations being proposed in the Bronx as part of the Metropolitan Transportation Authority's Penn Station Access (PSA) project. Will also be conducting a value capture assessment of those stations determined to have the greatest potential for TOD, resulting in a series of recommendations related to innovative financing tools that can be used to help facilitate future development along the proposed PSA alignment.

View Inc. Marketing Strategy

Assessing the financial impacts of View's Dynamic Glass on office customers in major metropolises across the U.S. HR&A will identify ten target markets and develop a local sales strategy informed by market activity, market rents, existing building stock and pipeline development for each. Final recommended sales strategy will propose goals related to the number of projects, average project size, and average sales price for each target market, as well as alternate financing strategies for those markets where higher sales prices prove infeasible.

Long Island City Waterfront Redevelopment

On behalf of a New York City landholder, serving as senior analyst on an eight-firm, multidisciplinary team led by HR&A in the entitlement of a 10+ acre mixed-use development on the waterfront of Long Island City, Queens. HR&A is overseeing planning activities associated with the site, evaluating the financial performance of the proposed development, leading engagement with City leadership, and working with the landholder to create a long-term redevelopment strategy that explores a variety of opportunities for their continued interest in the project.



NATE MORAWETZ
RESEARCH ANALYST

EDUCATION

University of Virginia
Bachelor of Arts
Economics
2014

Bachelor of Arts
Environmental Policy
2014

WORK EXPERIENCE

HR&A Advisors, Inc.
Research Analyst
2016 – Present

Monmouth School
Economics Teaching Fellow
2014 – 2015

State Government of Virginia
Governor's Fellow
2014

National Fish and Wildlife Foundation
Research Intern
2013

Nate provides quantitative and market analysis in HR&A's Washington DC office to support the creation of urban development strategies for mixed-use and transit-oriented developments.

Frederick County Affordable Housing Study

On behalf of Frederick County, MD, led an Affordable Housing Market Study and Analysis. Carried out an initial market evaluation, a housing needs assessment and gap analysis, and a review of Frederick County's affordable housing tools and policies. Analyzed the efficacy of the county's Moderately Priced Dwelling Unit program and recommended adjustments to increase housing production.

Murphy Crossing Development Plan

On behalf of Atlanta BeltLine Inc., supported a development strategy and implementation plan for Murphy Crossing, a 25-acre parcel along the BeltLine Westside Trail. Led a team consisting of Atlanta-based firms Smith Dalia Architects and CenterForward to carry out an economic and market analysis, a site assessment, and infrastructure and transportation analysis. This analysis was used to create long-term development scenarios and implementation plans as well as strategies for near-term activation of the site, with a focus on achieving job-creation, housing, retail, and a catalyst for increasing economic growth and opportunity in the surrounding communities.

Greenleaf Redevelopment Master Plan

For the District of Columbia Housing Authority, supporting the HR&A-led multidisciplinary team in the production of a redevelopment master plan for the Greenleaf public housing community. Greenleaf is a 15-acre site in Southwest Washington, DC built in the 1960s, consisting of 493 units. The area around the site is experiencing a rapid revitalization, creating potential opportunities for a major mixed-used, mixed income development. The team is developing a series of master plan options and an implementation and financing strategy for a preferred redevelopment program for the site.

NoMa Bid Mixed-Use Research Study

Led the production of a report demonstrating the success of mixed-use communities as compared to single-use districts. The report included discussion of qualitative trends in mixed-use communities, analysis of investor preferences and concerns regarding mixed-use, and case studies of prominent new mixed-use projects. The quantitative analysis focused on differentials in rents, occupancy rates, and absorption of office space in mixed-use communities compared to office space in single-use areas.

National Resource Network, Baltimore Neighborhood School Investment Planning

Providing research support to the City of Baltimore in how to use the opening of new schools to catalyze neighborhood revitalization, as well as identifying strategic reuse options for closed schools in order to stabilize and enhance neighborhoods. The assistance supports the Baltimore Department of Planning's INSPIRE program to leverage investment in school facilities to strengthen connections with surrounding neighborhoods. Developing a framework to analyze individual reuse decisions based on building condition, public policy objectives, and neighborhood and market conditions. Will provide assessment of reuse alternatives for three closed school sites.



JUAN FELIPE VISSER

RESEARCH ANALYST

EDUCATION

University of Pennsylvania
Bachelor of Arts
Urban Studies
2015

WORK EXPERIENCE

HR&A Advisors, Inc.
Research Analyst
2015-Present

PennDesign
City Planning Research Assistant
2014

PennPraxis
Civic Engagement Intern
2014

Korea Land and Housing Corporation
Overseas Planning Intern
2012

As a Research Analyst, Juan provides analytical support for HR&A's open space and resilience practices.

Developing a Comprehensive Resilience Strategy for New Orleans, LA

Supported the development of a comprehensive resilience strategy for the City of New Orleans in participation with 100 Resilient Cities – Pioneered by the Rockefeller Foundation. Analyzed the city's demographic, economic, social, and physical conditions, and analyzed best practices for citywide resilience planning. Assisted the engagement of political, business, and community leaders, and developed programming to promote strategic funding, policy, and implementation partnerships. Incorporated stakeholder input into the evolving framework, and collaborated with the City's Chief Resilience Officer to recommend implementable, priority projects that will enhance city infrastructure, as well as economic and social conditions.

100 Resilient Cities Challenge in Boston, MA

Supported the planning and delivery of the 100 Resilient Cities Challenge launch in Boston. Facilitated an agenda-setting workshop in to prepare for the City's strategy development process. Engaged Boston officials and cross-sector stakeholders to provide input on resilience planning priorities and identify Boston's resilience strengths and opportunities. Developed background materials and workshop exercises for the workshop, and synthesized outcomes and next steps in a comprehensive report for the City's new Chief Resilience Officer.

Capital and Operation's Strategy for Public Square, Wilkes-Barre, PA

On behalf of the City of Wilkes-Barre and the National Resource Network, supported the development of a capital, operations, and maintenance funding strategy for Public Square, a three-acre park in downtown Wilkes-Barre, Pennsylvania. Public Square hasn't received capital investment since its reconstruction in the 1970s, and was a gap in the slowly progressing revitalization of downtown. Assisted in the identification of potential sources of funding for the park's redevelopment, both for initial capital improvements and long-term operations and maintenance. Collaborated with the Mayor's Office and local stakeholders to develop a vision for the future Public Square, which has helped inform design.

Dallas Parks Economic Value and Benchmarking Analysis

Analyzed the overall economic impact and value of the entire Dallas Parks system, and conducted a benchmarking assessment of the City's parks system against comparable cities. Considered a range of impacts and drivers that quantify park activation, visitation, environmental health, and fiscal conditions. Conducted outreach to various stakeholders and parks organizations to supplement the analysis. For the benchmarking study, developed a series of case studies to comparatively measure the Dallas parks system. Identified challenges, opportunities, and gaps in the Dallas parks system and prioritized a set of recommendations that aim to address these findings.

Battery Park City Programming Strategy

Developing a retail and programming strategy for South End Avenue and West Thames Street in Battery Park City on behalf of the Battery Park City Authority. As part of a broader effort to enhance public realm elements in the area, improvements will enhance the area's retail opportunity and integration with nearby destinations such as Pier A, Brookfield Place,

and the World Trade Center. Assessing the demographics of workers, residents, and visitors in the neighborhood to estimate present and future retail needs, and conducting an inventory of existing retail uses within the study area. Supporting the development of a retail mix and tenancing strategy, identifying opportunities for integrating retail and streetscape improvements, and articulating a high-level strategy for street-level events and programming.



REBECCA LASSMAN
RESEARCH ANALYST

EDUCATION

American University
Bachelor of Science
Economics
2016

Bachelor of Arts
International Studies
2016

WORK EXPERIENCE

HR&A Advisors, Inc.
Research Analyst
2016 – Present

Urban Institute
Research Assistant
Spring 2016

US Department of the Treasury
Office of Economic Policy
Research Assistant
Fall 2015

Urban Land Institute
Capital Markets Intern
Summer 2015

AFFILIATIONS

Member
Urban Land Institute

Rebecca joined HR&A in 2016 with a background in economic development, real estate research and public policy. Rebecca provides quantitative and qualitative research and analysis in HR&A's Washington DC office to support the creation of urban revitalization and transit-oriented development strategies. Prior to her work at HR&A, Rebecca served as a project intern with the Urban Land Institute's Center for Capital Markets and Real Estate, conducting industry research for their annual publication, *Emerging Trends in Real Estate*. During the academic year, she also provided research support to economists at the US Department of the Treasury, Office of Economic Policy and the Urban Institute. Rebecca graduated Phi Beta Kappa from American University and holds a Bachelor of Science in Economics, summa cum laude, and a Bachelor of Arts in International Studies with a focus on International Development. She also spent time studying urban economics at the London School of Economics.

Atlanta Tax Allocation District Completion Review

Providing research support to Invest Atlanta, the City's economic development authority, to assess the completion of the City's Tax Allocation District (TAD) Program, which utilizes incremental tax revenues for a range of economic development initiatives in ten districts throughout the City. Assisting in the development of a targeted set of metrics for the assessment of each district based on Redevelopment Plan goals and recent development activity, and carrying out demographic and market research to determine the level of completion of the TADs as well as to provide recommendations for advancing completion for each of the ten districts.

New Carrollton Parking Replacement Strategy

On behalf of a private developer, conducting market and real estate analysis to support the development of a methodology for evaluating commuter parking replacement at the New Carrollton joint development project with the Washington Area Transit Authority (WMATA). Carrying out case studies of six metro stations following similar land use changes to understand the relationship between parking, revenue and ridership. Will utilize the WMATA land-use ridership model to determine the impacts to ridership at each phase of the New Carrollton joint development project, and develop recommendations for methodology determining the most appropriate replacement ratio for parking displaced by the project.

National Resource Network, Scranton Downtown Plan Implementation Strategy

Providing support to the City of Scranton, PA on how to implement their downtown redevelopment plan. Participating in stakeholder interviews and carrying out case studies of successful downtown implementation strategies in comparable cities to put together a set of best practices and recommendations for plan implementation in Scranton. This project is funded by the National Resource Network.



ROBIN KEEGAN PRINCIPAL

EDUCATION

Columbia University
Masters of Urban Planning
1998

Macalester College
Bachelors of Arts,
Comparative Religious Studies
1993

WORK EXPERIENCE

HR&A Advisors, Inc.
Principal
2014 – Present

Louisiana Recovery Authority
Executive Director
2010

Louisiana Recovery Authority
Chief of Staff
2008 – 2009

Louisiana Recovery Authority
Director of Economic and Workforce
Recovery
2006 – 2008

Center for an Urban Future
Deputy Director
2001 - 2005

Robin Keegan has more than 20 years of experience in disaster recovery, pre-disaster planning and mitigation, economic development, housing, and community building. Before joining GCR, she served as Executive Director of the Louisiana Recovery Authority, where she oversaw more than \$14 billion in housing, infrastructure and economic development recovery initiatives following Hurricanes Katrina and Rita and the BP Oil Spill. Robin also led real estate planning for the Housing Authority of New Orleans and implemented their \$30 million Choice Neighborhoods Initiative. Robin's sought-after expertise in disaster recovery was instrumental to New Jersey as they developed their Action Plan for federal funding following Hurricane Sandy. She also led a team of recovery experts that supported the State of New York's Governor's Office of Storm Recovery in development and implementation of recovery programs.

Prior to her work at the Louisiana Recovery Authority, she provided economic development policy services to New York City, serving as Deputy Director for the Center for an Urban Future, and Project Manager for the New York Industrial Retention Network.

City of New Orleans National Disaster Resilience Implementation

GCR serves as the primary outside advisor to the City of New Orleans for the implementation of its \$141 million CBDG-NDR award to develop the Gentilly Resilience District, an initiative focused on water management and economic opportunity in a low-lying area of New Orleans. GCR's role includes a variety of components ranging from detailed project coordination, stakeholder engagement, financial analytics, project design and CBDG-NDR regulatory support.

PROJECT ROLE: Robin co-leads the project, is point on the Economic Innovation program development and supports all aspects of the project.

Jefferson Parish CBDG-DR Program Management Support

GCR is providing overall program management support to the Jefferson Parish Community Development Department for CBDG, HOME, ESG and CBDG-DR programs. Included in the scope is specific guidance related to regulatory compliance in support the Parish's recovery from Hurricanes Katrina, Rita, Gustav, Ike, and Isaac. GCR's work has included a full assessment of the Parish's program management operations to identify areas in need of improvement, the development of policies and procedures for specific recovery programs and overall grants administration, and training staff on best practices and regulatory requirements.

PROJECT ROLE: Robin serves as the executive sponsor for GCR's project team. She provides direction to the team to develop effective solutions to programmatic and administrative challenges. Robin also serves a CBDG-DR subject matter expert, utilizing lessons learned and best practices to develop policies and procedures that maximize program efficiency and are compliant with all applicable regulations.



ROBIN KEEGAN

PRINCIPAL

National Disaster Resilience Competition (NDRC) – Phases I and II

CLIENTS: City of Birmingham, AL; City of Springfield, MA; State of Florida; State of California; State of Louisiana; Shelby County, TN; St. Tammany Parish, LA; Jefferson Parish, LA

In September 2014, HUD made available \$1B in CDBG-DR funding to states and local government that sustained natural disasters in 2011 – 2013 for the purpose of promoting innovative resilience projects via the NDRC. GCR supported several jurisdictions in completing the activities critical to meeting the requirements and in putting together a compelling application. GCR provided full-scale project management, community outreach and stakeholder engagement, assessments of remaining recovery needs, analyses of risks and vulnerabilities, GIS mapping capabilities, original graphic design to communicate complex project elements, land use, economic development and transit planning services, and collaboration in the development of innovative strategies to address unmet recovery needs and create more resilient communities.

Project Role: Robin served as project director of GCR's NDRC team. She oversaw operations and resource management, and overall project management. Robin also served as project manager for client's application development. She was responsible for drafting and editing applications, facilitating outreach and engagement events, and developing tools and guidance to support GCR's clients and their partners.

State of New York Storm Recovery Management Support

GCR provided technical assistance services to New York Governor's Office of Storm Recovery to support the State's successful recovery from Hurricanes Sandy, Irene and Tropical Storm Lee. GCR led operational development processes, HUD regulations compliance, program design, policy and procedure development, program implementation, and supported the State's reporting needs.

PROJECT ROLE: Robin led all aspects of GCR's assignment in New York, including advising the State on policy, program development, and implementation processed based on best practices and HUD/CDBG regulations. She also developed protocols and processes for the development of a state Action Plan and Action Plan Amendments, and other technical assistance.

New Jersey Unmet Needs Assessment

GCR was part of the consulting team selected to develop the recovery plan for the State of New Jersey following Superstorm Sandy. This Plan, approved by HUD in April 2013, provides the framework for the first phase of recovery using \$1.83 billion in CDBG recovery funds. GCR provided technical assistance and support in developing the housing and economic development programs.

Project Role: Robin was the GCR lead. She served as client interface and subject matter expert; conducted unmet needs analysis; and developed disaster recovery programs for the initial Action Plan for HUD CDBG-DR funding.

Senior Advisor for Redevelopment, Housing Authority of New Orleans

Prior to joining GCR, Robin led the implementation of a \$30.5 million Choice Neighborhoods Initiative (CNI) grant from HUD to increase investment in local communities. She also advised the executive director on the agency's real estate development projects.



TED GUILLOT SENIOR MANAGER

EDUCATION

Louisiana State University
Bachelor of Arts
English and Spanish
2004

WORK EXPERIENCE

GCR, Inc.
Project Manager
2014 – Present

Louisiana Housing Corporation
Disaster Housing Manager
2012 – 2014

Louisiana Recovery Authority
Chief of Staff
2008 – 2009

Louisiana Office of Community
Development
Disaster Recovery Specialist
2008 – 2012

Ted Guillot currently serves as a Project Manager with GCR. During his time with GCR, Ted has worked with local and state governments in the design and implementation of disaster recovery projects and programs and led GCR's team that supported several jurisdictions that participated in HUD's National Disaster Resilience Competition. Prior to joining GCR, Ted worked at the Louisiana Housing Corporation where he directed the design and administration of over \$800M in CDBG-DR funded disaster recovery programs that addressed the State's recovery needs realized in the aftermaths of Hurricanes Katrina, Rita, Gustav, Ike, and Isaac.

Ted is proficient in the design and implementation of innovative recovery programs that leverage multiple funding sources, are responsive to the needs of the impacted areas, and create more resilient and sustainable communities. He is experienced in collaborating with various stakeholder groups to identify priorities and build consensus on how best to address post-disaster recovery and community development needs.

City of New Orleans National Disaster Resilience Implementation

GCR serves as the primary outside advisor to the City of New Orleans for the implementation of its \$141 million CDBG-NDR award to develop the Gentilly Resilience District, an initiative focused on water management and economic opportunity in a low-lying area of New Orleans. GCR's role includes a variety of components ranging from detailed project coordination, stakeholder engagement, financial analytics, project design and CDBG-NDR regulatory support.

Project Role: Ted leads all aspects of GCR's assignment, including advising the City on policy, program development based on best practices and CDBG-NDR regulations.

Jefferson Parish CDBG-DR Program Management Support

GCR is providing overall program management support to the Jefferson Parish Community Development Department for CDBG, HOME, ESG and CDBG-DR programs. Included in the scope is specific guidance related to regulatory compliance in support the Parish's recovery from Hurricanes Katrina, Rita, Gustav, Ike, and Isaac. GCR's work has included a full assessment of the Parish's program management operations to identify areas in need of improvement, the development of policies and procedures for specific recovery programs and overall grants administration, and training staff on best practices and regulatory requirements.

PROJECT ROLE: Ted serves as a CDBG-DR subject matter expert, utilizing lessons learned and best practices to develop policies and procedures that maximize program efficiency and are compliant with all applicable regulations. He is developing guidance and tools to build the Parish's internal capacity and collaborating with the program team to develop effective solutions to programmatic and administrative challenges.

National Disaster Resilience Competition (NDRC) – Phases I and II

CLIENTS: City of Birmingham, AL; City of Springfield, MA; State of Florida; State of California; State of Louisiana; Shelby County, TN; St. Tammany Parish, LA; Jefferson Parish, LA

In September 2014, HUD made available \$1B in CDBG-DR funding to states and local government that sustained natural disasters in 2011 – 2013 for the purpose of promoting innovative resilience projects via the NDRC. GCR supported several jurisdictions in completing



TED GUILLOT

SENIOR MANAGER

the activities critical to meeting the requirements and in putting together a compelling application.

PROJECT ROLE: Ted served as project manager of GCR's NDRC team as well as project manager for specific client projects. In this role, he was responsible for overseeing all activities and managing the client relationships. He also drafted and edited applications, facilitated outreach and engagement events, and developed tools and guidance to support GCR's clients and their partners.

St. Tammany Parish CDBG-DR Project Management

GCR is providing overall project management support and specific CDBG-DR technical assistance services to St. Tammany Parish Government to support the Parish's successful recovery from Hurricane Isaac. GCR is leading the development of a National Objectives compliance plan, HUD regulations compliance, disaster recovery processes, and reporting needs.

PROJECT ROLE: Ted is leading all aspects of GCR's assignment, including advising the parish on policy, program development, and implementation processes based on best practices and HUD/CDBG-DR regulations. He is developing protocols and processes for ensuring adherence to all applicable rules and regulations, coordinating all entities involved in the completion of the parish's recovery projects, and supporting the parish in all identified areas of need. Ted is St. Tammany Parish's primary resource on its post-disaster CDBG-DR programs based on his experiences leading statewide recovery efforts in Louisiana.

Louisiana Housing Corporation

Ted served as a Disaster Recovery Housing Manager at the Louisiana Housing Corporation where he oversaw all hurricane recovery projects. Additionally, he served as Chairman of the Louisiana Disaster Housing Task Force leading a team of federal, state, and local partners in addressing post-Hurricane Isaac housing and flood mitigation needs. Ted collaborated with leadership from parishes (counties) impacted by Hurricane Isaac to determine unmet recovery needs and develop solutions to address the challenges facing their communities. He was the project Lead on collaboration with multiple agencies to develop program-based modeling tools that combine damage data and institutional knowledge to establish performance expectations. Ted conducted workshops and delivered presentations on best practices for designing and implementing disaster recovery housing programs, and created professional-quality policy documents and presentations to guide and inform elected and appointed officials at both the state and local levels. Prior to his role as the Disaster Recovery Housing Manager, Ted served as State Program Manager for the Louisiana Small Rental Property Program – a \$650M initiative to create and maintain affordable rental units across the State.

Louisiana Office of Community Development – Disaster Recovery Unit (OCD/DRU)

Prior to joining GCR, Ted served as a Disaster Recovery Housing Specialist for the State of Louisiana. He authored policies and procedural manuals for multiple housing recovery programs, including the Louisiana Road Home Program. Ted served as lead constituent services representative for the Louisiana Road Home Program, and managed a pilot project seeking to perform a data-driven analysis of the level of compliance within the program. He conducted community outreach and other public events across the State and assisted multiple parishes (counties) in designing and implementing residential elevation programs that leverage multiple funding sources.



ADRIENNE DUNCAN

SENIOR MANAGER

EDUCATION

Louisiana State University
Bachelor of Arts
History
2005

WORK EXPERIENCE

GCR, Inc.
Project Manager
2013 – Present

State of Louisiana
Disaster Recovery Specialist
2009 – 2013

Coldwell Banker Real Estate
Real Estate Agent
2007 – 2008

QUALIFICATIONS

7 years of experience working in disaster recovery projects

Provides technical assistance for implementation and design of federal disaster recovery programs.

Experience with federal regulations and federal disaster recovery programs

Experience with Community Development Block Grant Funding

Adrienne Duncan is an experienced Disaster Recovery practitioner. She has provided support to the hurricane effort for the State of New York Governor's Office of Storm Recovery, Jefferson and St. Tammany parish in Louisiana, and the City of Springfield, Massachusetts. She developed implementation procedures for many of the New York State's disaster recovery programs and played a significant role in the submission of action plan amendments. Adrienne provided assistance on the New York Rising Housing Programs, Community Reconstruction, Infrastructure and Economic Development Programs and also created and delivered training on CDBG-DR and CDBG-NDR requirements for multiple clients.

Prior to her role at GCR, she has also worked with the Louisiana Office of Community Development/Disaster Recovery Unit and Louisiana Recovery Authority and is familiar with federal regulations and federal disaster recovery programs.

City of New Orleans National Disaster Resilience Implementation

GCR serves as the primary outside advisor to the City of New Orleans for the implementation of its \$141 million CBDG-NDR award to develop the Gentilly Resilience District, an initiative focused on water management and economic opportunity in a low-lying area of New Orleans. GCR's role includes a variety of components ranging from detailed project coordination, stakeholder engagement, financial analytics, project design and CDBG-NDR regulatory support.

Project Role: Adrienne leads CDBG-NDR regulatory working group and supports all aspects of the project.

Jefferson Parish CDBG-DR Program Management Support

GCR is providing overall program management support to the Jefferson Parish Community Development Department for CDBG, HOME, ESG and CDBG-DR programs. Included in the scope is specific guidance related to regulatory compliance in support the Parish's recovery from Hurricanes Katrina, Rita, Gustav, Ike, and Isaac. GCR's work has included a full assessment of the Parish's program management operations to identify areas in need of improvement, the development of policies and procedures for specific recovery programs and overall grants administration, and training staff on best practices and regulatory requirements.

Project Role: Adrienne serves as the Project Manager. She provides on-site policy and implementation guidance to the parish as well as oversees all of the daily management aspects of the project. Additionally, Adrienne is responsible for delivering program policy and procedures, programmatic guidelines, and additional tools as needed to ensure compliant program implementation. Adrienne also trains the parish staff on best practices for designing and implementing CDBG-DR funded programs.



ADRIENNE DUNCAN

SENIOR MANAGER

National Disaster Resilience Competition (NDRC) – Phases I and II

Clients: City of Birmingham, AL; City of Springfield, MA; State of Florida; State of California; State of Louisiana; Shelby County, TN; St. Tammany Parish, LA; Jefferson Parish, LA

In September 2014, HUD made available \$1B in CDBG-DR funding to states and local government that sustained natural disasters in 2011 – 2013 for the purpose of promoting innovative resilience projects via the NDRC. GCR supported several jurisdictions in completing the activities critical to meeting the requirements and in putting together a compelling application. GCR provided full-scale project management, community outreach and stakeholder engagement, assessments of remaining recovery needs, analyses of risks and vulnerabilities, GIS mapping capabilities, original graphic design to communicate complex project elements, land use, economic development and transit planning services, and collaboration in the development of innovative strategies to address unmet recovery needs and create more resilient communities.

Project Role: Adrienne served as a project manager for client's application development for the submission to the competition. In this role, she was responsible for supporting client's NDRC project review, execution of outreach and engagement strategies, application drafting, editing, and submission to HUD. Additionally, Adrienne was also responsible for creating tools and guidance for ensuring compliance with the competition requirements.

State of New York Storm Recovery Management Support

GCR provided technical assistance services to GOSR to support the State's successful recovery from Hurricanes Sandy, Irene and Tropical Storm Lee. GCR led operational development processes, HUD regulations compliance, program design, policy and procedure development, program implementation, and supported the State's reporting needs.

Project Role: Adrienne provided leadership and support to all aspects of GCR's assignment in New York, including advising the State on policy, program development, implementation, HUD CDBG-DR regulations and compliance across all programs. She has developed implementation procedures for many of the state's disaster recovery programs. In addition, she played a significant role in the submission of all of the state's action plan amendments as well as coordination of weekly technical assistance from HUD for New York State. She provided assistance on the Community Reconstruction Program, New York Rising Housing Programs, Infrastructure and Economic Development Programs and also created and delivered training on CDBG-DR requirements.

Louisiana Office of Community Development- Disaster Recovery Unit (OCD/DRU)

Prior to her role at GCR, Adrienne served as Disaster Recovery Special Projects Analyst and led hurricane recovery programs related to hurricanes Katrina, Rita, Gustav, Ike, and Isaac. She also served as the State's liaison for the Louisiana Land Trust, a non-profit entity created to manage damaged properties after hurricanes Katrina and Rita. Adrienne oversaw contract negotiations between both state, local officials and their designees for all contracts related to Louisiana Land Trust Properties and created policy to manage the CDBG-DR program income generated from the sale of these properties. She provided technical assistance to parishes regarding the disposition of properties as well as assistance with CDBG eligible activities. Additionally, Adrienne managed a managed \$9 million state run rental assistance program (State Temporary Assistance and Rental Services, STARS) for families displaced from hurricane Katrina, Rita, Gustav, Ike and Isaac. She also coordinated with FEMA, local officials in numerous parishes (counties) and other state agencies to successfully remove all FEMA Temporary Housing Units (THU) from the state of Louisiana and provide safe stable housing alternatives for all applicants.



SETH MAGDEN SENIOR MANAGER

EDUCATION

Tulane University
Master of Arts
Latin American Studies
2011

University of Arizona, Tucson
Bachelor of Arts
Political Science
2001

WORK EXPERIENCE

GCR, Inc.
Senior Manager
2015 – Present

American Volunteers
Associate Producer
2012 – Present

IEM
Analyst
2013 – 2014

CERTIFICATIONS

FEMA Certifications- IS-00276—Benefit-Cost Analysis (BCA) Fundamentals
IS-00319-Tornado Mitigation
IS-00320 - Wildfire Mitigation
IS-00321 - Hurricane Mitigation
IS-00322 - Flood Mitigation
IS-00323 - Earthquake Mitigation

Seth Magden is an accomplished disaster recovery professional. His experience includes project management, business development and strategic relationship management for the public, private and non-profit sectors. He has extensive experience in FEMA damage assessments, Hazard Mitigation Grant Programs, benefit cost analysis, and the coordination between FEMA and HUD recovery programs. He holds numerous FEMA certifications and has provided disaster recovery technical assistance in Louisiana and New York.

City of New Orleans National Disaster Resilience Implementation

GCR serves as the primary outside advisor to the City of New Orleans for the implementation of its \$141 million CBDG-NDR award to develop the Gentilly Resilience District, an initiative focused on water management and economic opportunity in a low-lying area of New Orleans. GCR's role includes a variety of components ranging from detailed project coordination, stakeholder engagement, financial analytics, project design and CBDG-NDR regulatory support.

Jefferson Parish CBDG-DR Program Management Support

GCR is providing overall program management support to the Jefferson Parish Community Development Department for CBDG, HOME, ESG and CBDG-DR programs. Included in the scope is specific guidance related to regulatory compliance in support the Parish's recovery from Hurricanes Katrina, Rita, Gustav, Ike, and Isaac. GCR's work has included a full assessment of the Parish's program management operations to identify areas in need of improvement, the development of policies and procedures for specific recovery programs and overall grants administration, and training staff on best practices and regulatory requirements.

PROJECT ROLE: Seth is providing technical assistance to the Community Development staff through evaluating the existing action plan, policies and procedures, and program guidelines to ensure adherence to federal regulations, and assisting the department in developing the optimal framework to administer funds. Seth is providing technical expertise on duplication of benefits reviews, damage estimation, income verification, contractor review, and coordination with HMGP elevation components.

National Disaster Resilience Competition (NDRC) – Phases I & II

Clients: City of Birmingham, AL; City of Springfield, MA; State of Florida; State of California; State of Louisiana; Shelby County, TN; St. Tammany Parish, LA; Jefferson Parish, LA

In September 2014, HUD made available \$1B in CBDG-DR funding to states and local government that sustained natural disasters in 2011 – 2013 for the purpose of promoting innovative resilience projects via the NDRC.

Project Role: Seth was the primary project manager for two jurisdictions, leading project development and application drafting, coordinating multiple agencies and stakeholder groups. Additional responsibilities included completing assessments to determine remaining recovery needs and identifying the most impacted communities, designing community outreach and stakeholder engagement strategies, collaborating with regional partners to develop multi-jurisdictional approaches, engaging public and private partners, working with clients to propose innovative strategies to address unmet disaster needs and create more resilient communities, and drafting and editing the application narrative.



SETH MAGDEN

SENIOR MANAGER

Main Street Resiliency Plan: New Orleans, LA

The City, as part greater reliance planning mindset, contracted with GCR to develop program to define and plan resilient commercial corridors, or Main Street, and their many components including: businesses, buildings, infrastructure and social networks. The plan also aimed to promote business resiliency as a sustainable revitalization strategy for underutilized neighborhood commercial corridors.

Project Role: Seth provide support to the comprehensive corridor and business resiliency program by analyzing the capacity of businesses to weather the impacts of business interruption and physical damage through structural hardening, and business planning.

State of New York Storm Recovery Management Support

Prior to joining GCR, Seth served GOSR as a Project Team Lead consultant, responsible for managing the initiation and development of infrastructure and buyout project applications for FEMA - HMGP and HUD CDBG-DR funding. He also managed relationships with key stakeholders at the client (GOSR) level and other state agencies (DHSES, HCR, DES, Executive Chamber); directing the development of HMGP global match buyout projects; and providing technical expertise to stakeholders on infrastructure and buyout project development and requirements of FEMA-HMGP and HUD CDBG-DR programs. Further, Seth provided direction and oversight for multiple contracted firms and State staff to coordinate project development and execution.

Disaster Recovery Consulting Services for New York State

Seth was an Analyst/Team Lead for this project prior to joining GCR. He was responsible for performing benefit cost analysis (BCA) and providing engineering support in the development of a hazard mitigation grant program (HMGP) for the State of New York - DHSES in response to Hurricane Sandy (DR 4085). He executed detailed evaluation of project proposals for the Upstate West region, New York City and State Agencies to determine cost-effectiveness, in addition to performing eligibility and duplication of benefits review, for FEMA 404 (Federal Emergency Management Agency) funding consideration. He led teams of analysts for Upstate West region and State Agencies in BCA performance, providing quality assurance (QA) review and oversight to enhance and ensure accuracy, thoroughness and program compliance; and compiled grant application documents for final production and presentation to the State of New York and FEMA and performing quality control (QC) and peer review, directing workflow and tracking production process of staff.

Hazard Mitigation Grant Program (HMGP) – New Orleans, LA

Prior to his work in New York, Seth led a team of mitigation analysts in grant portfolio management and monitoring and evaluation efforts of over \$50 million in elevation projects, resolving outstanding issues between grant program stakeholders and contractors, and was selected as a Special Projects Team Lead and principal program staff member to achieve resolution of "problem files". He was also responsible for managing a portfolio of projects that were abandoned, had disqualified contractors, or homeowner-contractor disputes; performing review of abandoned project cost assessments; identifying and addressing project non-compliance with FEMA guidelines and duplication of benefits; and leading contractor recovery efforts to achieve return of funds from disqualified contractors. Seth analyzed and compiled large data sets to produce reporting metrics to gauge progress of projects. In addition, Seth worked directly with homeowners, contractors, the Louisiana State Licensing Board for Contractors, and parish personnel, conducting site visits and performing monitoring and progress reporting.



NATHAN CATALINE

SENIOR PLANNER

EDUCATION

University of Michigan
Master of Urban Planning
2009

University of California, Santa Cruz
Bachelor of Arts
American Studies
2007

WORK EXPERIENCE

GCR, Inc.
Senior Planner
2013 – Present

Louisiana Housing Alliance
Community Engagement and Outreach
Coordinator
2011 – 2013

Housing California
Research Manager
2009 – 2011

Nathan Cataline manages community planning projects and specializes in housing, community development, neighborhood revitalization, and resilience. He has eight years of professional and academic experience in urban and regional planning and policy analysis. Nathan specializes in federal, state and local programs that impact the health of neighborhoods. He brings a wealth of experience in community engagement, meeting facilitation, coalition building and values based communications. He is skilled at data analysis, Geographic Information Systems, policy research and program implementation. Prior to joining GCR, Nathan worked with statewide housing advocacy organizations in Louisiana and California, and led vacant property planning efforts for community development organizations in the City of Detroit.

City of New Orleans National Disaster Resilience Implementation

GCR serves as the primary outside advisor to the City of New Orleans for the implementation of its \$141 million CBDG-NDR award to develop the Gentilly Resilience District, an initiative focused on water management and economic opportunity in a low-lying area of New Orleans. GCR's role includes a variety of components ranging from detailed project coordination, stakeholder engagement, financial analytics, project design and CBDG-NDR regulatory support.

Project Role: Nathan supports all finance and program aspects of the project.

HousingNOLA

Plan

GCR provided data analysis and technical writing services for the city-wide housing plan for the City of New Orleans, HousingNOLA. The study created a road map for the next ten years of housing policy in the City of New Orleans.

Project Role: Nathan served as project manager for the development of a citywide housing plan. He provided data analysis and technical writing, including authoring the document, GIS data analysis, and facilitation of stakeholder working groups.

National Disaster Resilience Competition (NDRC) – Phase II

Clients: City of Springfield, MA; State of California; State of Louisiana; Shelby County, TN; St. Tammany Parish, LA; Jefferson Parish, LA

In September 2014, HUD made available \$1B in CBDG-DR funding to states and local government that sustained natural disasters in 2011 – 2013 for the purpose of promoting innovative resilience projects via the NDRC. GCR supported several jurisdictions in completing the activities critical to meeting the requirements and in putting together a compelling application. GCR provided full-scale project management, community outreach and stakeholder engagement, assessments of remaining recovery needs, analyses of risks and vulnerabilities, GIS mapping capabilities, original graphic design to communicate complex project elements, land use, economic development, and transit planning services, and collaboration in the development of innovative strategies to address unmet recovery needs and create more resilient communities.

Project Role: Nathan served as a planner. He completed unmet needs assessments for infrastructure, environmental degradation, economic development and housing projects; and engaged public, private and nonprofit partners to address unmet disaster needs and create resilient communities.



NATHAN CATALINE

SENIOR PLANNER

CDBG-DR Program Design and Management

This CDBG-DR grant program provided multi-family housing in Terrebonne Parish to address unmet housing needs as a result of hurricanes Gustav and Ike. The program was modeled off of the State of Louisiana Road Home Piggyback Program, where CDBG-DR funds are structured as loans to fill development gaps and will be repaid from cash flow.

Project Role: As the project manager, Nathan coordinated all aspects of the pre-development and construction phases of the project. He oversaw CDBG-DR, Section 3, and Davis-Bacon reporting, managed subcontractors, and worked with the developer and parish to meet all federal state and parish (county) requirements.

Sussex County Impacted Communities Study

GCR developed a detailed plan for ten communities across Sussex County including a baseline assessment for infrastructure services. GCR analyzed previous County investments, and provided recommendations based on data and survey analysis.

Project Role: Nathan was project manager. He conducted data analysis, provided community engagement support and provided oversight to the GIS mapping services.

Delaware Housing Needs Assessment

GCR conducted a statewide housing needs assessment for the Delaware State Housing Authority. The assessment enables the State and its local jurisdictions to better understand housing and housing-related service needs for low- and moderate-income households and to prioritize needs, develop effective programs, and coordinate the use of Federal, State, and local resources.

Project Role: Nathan served as co-author for the 2015-2020 5-Year Delaware housing needs assessment. He participated in each level of the project, from data collection, surveying special needs service providers and affordable housing developers, analyzing and presenting data, analyzing state and federal programs, and overseeing the development of the final report and GIS data portal.

City of Birmingham Housing Plan

The City of Birmingham, Alabama was once a major hub of industrial activity, and at one time was considered the foundry-iron capital of the world. Mirroring the decline of heavy industry in other cities, the city has begun to revitalize its downtown and neighborhoods, but continues to face issues of vacancy and blight. GCR was hired to conduct the City's first ever housing plan to direct federal housing investment, leverage public-private resources and create a data portal tool to track housing investments.

Project Role: Nathan was the project manager overseeing all aspects of the citywide housing plan. He led facilitation of project advisory committee, data collection and analysis, GIS mapping, web reporting tool development, and implementation strategies. He also led the development and analysis of a phone poll on housing preferences in the Birmingham region.

City of Cairo Master Comprehensive Plan

GCR developed a comprehensive plan to stabilize the community and reestablish investor confidence from both public and private sources in key areas of housing, economic development, transportation, natural resources, and land-use. GCR facilitated a consensus-based process of stakeholders to establish goals and priorities, and identified achievable, implementable steps to realize those goals. Innovative steps included interactive asset mapping including community photojournalism project and volunteer-driven property survey; a detailed analysis of land use and public assets to develop targeted investment strategies; and a project website.

Project Role: Nathan served as the Housing Specialist for the project. He was responsible for the development of the Comprehensive Plan's Housing Element, which included analysis of market, housing demand and housing programs. He also advised on land use and vacant property surveying methodology and GIS mapping.



KATHLEEN WEISSENBARGER

PRINCIPAL

EDUCATION

Indiana University
Bachelor of Arts
General Studies
2008

WORK EXPERIENCE

KW Consultants
Principal
2015 – Present

Indiana Office of Community and Rural
Affairs
Director of Grant Services
2006 – 2015

Medical Care & Outcomes, LLC
Senior Analyst
2003 – 2006

Solera Capital
Director of Administration
1999 – 2002

AFFILIATIONS

The Progress House, Board of Directors
Council of State Community Development
Agencies, Board of Directors

AWARDS

Council of State Community Development
Agencies
James Reeves Member Contribution Award
2015

Indiana Association of Floodplain and
Stormwater Management, Inc.
*Excellence in Floodplain Management
Award*
2014

Council of State Community Development
Agencies
President's Award for Innovation
2012

KW Consultants LLC is a full-service grant administration firm specializing in federal programs based in Indianapolis, IN. Ms. Weissenberger founded KW Consultants LLC in 2015 after spending the previous 10 years serving as the Director of Grant Services and State Director of the Community Development Block Grant Program for the Indiana Office of Community and Rural Affairs. Ms. Weissenberger combines her subject matter expertise, training and facilitation skills and community development knowledge to provide a wide range of services to her clients.

Founder and Principal, KW Consultants, LLC Indianapolis, IN

Providing training and technical assistance services regarding the federal Community Development Block Grant Program. Developed and facilitated the following trainings: CDBG Boot Camp Training for the Louisiana Department of Administration Disaster Recovery Unit, the Council of State Community Development Agencies; Advanced CDBG Training for the Louisiana Department of Administration, Disaster Recovery Unit; CDBG Sub-Grantee Training for the Pennsylvania Department of Community and Economic Development, the Wisconsin Department of Administration, Division of Energy, Housing and Community Resources, the Iowa Economic Development Authority; CDBG Recordkeeping Training for Jefferson Parish, Louisiana

Director of Grant Services, State CDBG Director, Indiana Office of Community and Rural Affairs Indianapolis, IN

Responsible for the overall management of the Community Affairs Division and Grant Services Division, including financial management and grants management oversight of the Community Development Block Grant Program. Directed Indiana's four Community Development Block Grant (CDBG) programs in excess of \$450,000,000 in accordance with all applicable laws and regulations to ensure effective and appropriate utilization. Responsible for the development of the Indiana Consolidated Plan, including the CDBG method of distribution. Responsible for the development of Action Plans for the Midwest Floods CDBG Supplemental and IKE CDBG Supplemental appropriations. Created all CDBG related trainings and materials in accordance with applicable laws and regulations. Developed an internal policies and procedures manual for CDBG. Developed and implemented all new CDBG programs and policies. Responsible for compliance monitoring process of all CDBG grantees. Provided technical assistance to grantees to ensure compliance. Revised and updated the CDBG Handbook for grantees

CDBG Training and Technical Assistance, KW Consultants, Indianapolis, IN

Providing training and technical assistance services regarding the federal Community Development Block Grant Program.

- Development and delivery of CDBG Sub-Grantee Training and CDBG Boot Camp – COSCDA; 2015
- Delivery of Basically CDBG for States – Cloudburst Consulting; 2014
- Delivery of 4 trainings on CDBG Cross-Cutting Federal Requirements – Abt Associates; 2009-2010
- Development and delivery of CDBG Sub-Grantee training – Illinois Department of Commerce and Economic Opportunity; 2010



DELCEÑO C. MILES

PUBLIC RELATIONS & COMMUNITY COORDINATION

EDUCATION

Regent University
Master of Arts, Strategic Communications
2014

Stanford University
Bachelor of Arts in Psychology
1983

Northwestern University
Kellogg Graduate School of Management
Advanced Management Executive
Program
1998

Dartmouth College
Amos Tuck School of Business
Minority Business Executive Program
2000

WORK EXPERIENCE

Regent University
Adjunct Professor
2015 – Present

The Miles Agency
President/CEO
1989 – Present

AFFILIATIONS

Virginia Aquarium and Marine Science
Center
Board of Directors | 2006 – Present
Foundation President | 2015 – Present

Dominion Virginia Power Community
Advisory Council | 2013 – Present

Virginia Beach Process Improvement
Steering Committee
City Council Appointee | 2011 – 2013

Christopher Newport University Board of
Visitors
Governor Appointee | 2011 – 2014

Opportunity Inc.
Board of Directors | 2011 – Present
Vice Chair | 2016 – Present

Virginia Department of Professional and
Occupational Regulation
Governor Appointee | 2011 – 2014

Hampton Roads Transportation Planning
Organization
Citizens Advisory Council | 2010 – 2015
Vice Chair | 2013 – 2015

Delceno C. Miles is President and CEO of The Miles Agency, a Virginia Beach-based niche marketing and public relations firm she founded 27 years ago. Her agency is arguably the oldest minority-owned PR firm in the region. Delceno's areas of expertise are group dynamics, interpersonal relationships, promotions, public relations and special event planning. Delceno honed her skills as a media consultant for political candidates in California and Virginia as well as with various radio stations. Former United States Senator George Allen appointed her to two prestigious boards to further serve Virginia while he was governor. Governor Bob McDonnell appointed her to the Christopher Newport University Board of Visitors and Board of Professional and Occupational Regulation.

City of Norfolk and Norfolk Public Schools, Norfolk, VA

Coordinated and facilitated 10 public meetings in 45 days for the PPEA process to rebuild 5 new schools. Formed steering committees for each of the schools and developed informational flyers. Also developed online surveys for those unable to attend the public meetings.

Special Services District Dredging Project, Virginia Beach, VA

Provided community outreach services for the city's Annual Services Contract for Engineering Services for Neighborhood Dredging. Conducted community meetings and managed residents' database for Bayville, Old Donation, Shadowlawn, Chesapeake Colony and Harbour Point. Collaborated with city staff.

Fort Monroe Authority, Fort Monroe, VA

Developed a comprehensive public relations and crisis communications plan. Managing all public relations services for the master planning process and public activities.

Elizabeth River Crossings, Norfolk and Portsmouth, VA

Helped develop and implement communications strategy for this major infrastructure improvements project. Leveraging existing community and media relationships to create advocates and messaging in both Norfolk and Portsmouth. Providing consulting on key stakeholder identification and outreach efforts.

Newtown, Rosemont, Lynnhaven, Hilltop and Centerville Strategic Growth Areas Master Planning, Virginia Beach, VA

Managed Public Involvement for this city planning project. Identified key stakeholders and key community groups for project presentations. Helped organize public meetings and charrettes. Distributed press releases to media and throughout the community.

Burton Station Village, Virginia Beach, VA

Developed and implemented communications strategy for this infrastructure improvements project. Utilized mailings, public meetings and one-on-one interviews of property owners in this historically African American community being transformed by careful development and with the residents' collaboration.

Naval Station Norfolk, Transportation Study, Norfolk, VA

Researched and developed public involvement and marketing plan for this comprehensive study. Compiled data for strategic marketing recommendations from Adams Outdoor Advertising, Hampton Roads Transit, VDOT, Hampton Roads Transportation Planning Organization and the base's own communications resources.

DELCEÑO C. MILES

PUBLIC RELATIONS & COMMUNITY COORDINATION

Hampton Roads Transit AA/DEIS Study for Virginia Beach, Virginia Beach, VA

Developed Public Involvement Plan for this Virginia Beach study to review transit extension alternatives. Identified key stakeholders and key community groups for project presentations. Helped organize scoping and public meetings. Coordinated with the media and helped with web site content and collateral materials such as FAQ's, ads and newsletters. Developed questions for stakeholders, set up and helped conduct interviews.

Pembroke Area Implementation Plan, Virginia Beach, VA

Developed Public Involvement Plan for this city planning project. Identified key stakeholders and key community groups for project presentations. Helped organize public meetings and 2-day charrette. Placed public notice ads and distributed flyers throughout the community.

Southside Aquatic Center, Norfolk, VA

Developed Public Involvement Plan for this Norfolk project. Identified key stakeholders and key community groups for project presentations. Helped organize public meetings.

Williams Farm Community Recreation Center, Virginia Beach, VA

Developed Public Involvement Plan for this Virginia Beach project. Identified key stakeholders for interviews, Steering Committee members and public meetings. Identified key community groups for project presentations. Helped organize public meetings.

Southeast Community Urban Waterfront Design Plan, Newport News, VA

Developed Public Involvement Plan for this Newport News project. Identified key stakeholders for interviews, helped plan and conducted public meetings. Facilitated public meetings. Worked directly with the media to address their inquiries.

Lodge Road Drainage, Poquoson, VA

Conducted public meetings in an Open House format that included static displays and consultant teams on hand to address questions.

Rail Transit Study, Hampton Roads Peninsula, VA

Developed Public Involvement Plan. Conducted stakeholder interviews. Organized and facilitated Steering Committee meetings. Scheduled and organized community presentations for city staff. Developed FAQ's and Fact Sheet.

Hampton Roads Transit DEIS/AE, Hampton Roads, VA

Support Public Involvement Team efforts by developing Public Involvement Plan for Chesapeake and Peninsula light rail corridors. Identify stakeholders for Steering Committee, Technical Advisory Committee, and Public Involvement Committee participation. Conduct stakeholder interviews and support website updates, quarterly newsletters and brochures.

GRTC Bus Facility Rehabilitation Study, Glen Allen, VA

Collaborated with prime to execute a Public Involvement Plan and provided technical writing, editing and production for final study document. We consulted on key stakeholders, political and financing strategies for this project.

Five Points Community Streetscape Master Planning, Norfolk, VA

The City of Norfolk has a unique history with communities that have distinct personalities and loyalties. Five Points is a historic and strategic area – near the airport, mixed residential, industrial and commercial properties. There is much need for redevelopment with its aging buildings, limited business mix and lack of recreational amenities. There is much pride among the residents and property owners. They have accomplished much on their own and are very welcoming regarding this project. Stakeholder interviews and focus groups reveal a very positive attitude about prospective plans. There is buy-in from the elected officials, business and civic leaders. The project is moving forward and a final plan is being developed to present to the city that will indicate the collaborative process involved.

HR&A ADVISORS

City of New Orleans

Jeff Hebert

Chief Resilience Officer of the City of New Orleans

jphebert@nola.gov, (504) 685-4401

HR&A is supporting the City of New Orleans in their implementation of a \$141 million award from the 2015 National Disaster Resilience Competition. This work is concentrated in Gentilly, a low-lying, mixed-income neighborhood in northern New Orleans, where a new resilience district will integrate significant new parkland and open space along with residential energy efficiency and resiliency retrofits to increase the neighborhood's capacity to rebound from flooding caused by major storm systems.

City of Norfolk

Christine Morris

Chief Resilience Officer of the City of Norfolk

Christine.morris@norfolk.gov, (757) 823-1133

HR&A supported Norfolk as one of the first pilots in the 100 Resilient Cities program, helping the Chief Resilience Officer complete a comprehensive analysis of the city's current context, including demographic, economic, social, and physical metrics, conduct a financial and development analysis for a coastal area of the city, and support the development of the City's resilience strategy.

The Rockefeller Foundation

Sam Carter

Managing Director of Resilience at the Rockefeller Foundation

scarter@rockfound.org, (212) 852-8269

On behalf of the Rockefeller Foundation, HR&A program managed a capacity-building initiative in support of the U.S. Department of Housing and Urban Development (HUD)'s National Disaster Resilience Competition, a nearly \$1 billion competition inviting 67 communities impacted by recent natural disasters to compete for funds to become more resilient in the face of current and future risks. This successful collaboration has led to additional partnerships between HR&A and the Rockefeller Foundation, including the Global Resilience Academy Program and additional strategic partnerships throughout the 100 Resilient Cities program.

GCR

New York State Governor's Office of Storm Recovery

Lisa Bova-Hiatt

Executive Director of New York State Governor's Office of Storm Recovery

Lisa.BovaHiatt@stormrecovery.ny.gov, (212) 480-4694

GCR provided a team of subject matter experts in CDBG-DR and other federal disaster recovery programs to support the State of New York's recovery. GCR lead several major initiatives - operational development processes, HUD regulations compliance, disaster recovery processes, reporting needs, and operational needs assessments.

KW CONSULTANTS

Michigan Economic Development Corporation

Deborah Stuart

Director of Community Incentive Programs at the Michigan Economic Development Corporation

deborahs@mason.mi.us, (517) 977-7135

Kathleen Weissenberger provided two trainings for the Michigan Economic Development Corp (MEDC). The first was a three day CDBG Boot Camp training covering all federal compliance areas, for MEDC staff. The second was a three day CDBG Sub-Grantee Training for local government sub-grantees and grant administrators, covering all compliance modules, customized for the specifics of the MEDC CDBG policies and procedures.

APPROACH & METHODOLOGY

The scope of services below highlights the technical assistance and advisory services that the HR&A Team can provide to support the City of Norfolk. As part of contract finalization, we will work with the City to modify the scope and intensity of services to ensure Norfolk's resilience goals and particular needs are met. We anticipate that as the capacity of city agencies further develops, certain technical assistance tasks will diminish. The scope we have provided below is separated into project phases that align with differing levels of technical assistance intensity over the duration of the grant agreement. We anticipate that not all services will be required by the City in each phase; however, our Team has the capacity to support the City in each of the activities listed as the need arises. As part of our Team's commitment to the City, we will seek out local space for the Team to operate from, realizing the importance of being in close proximity to the City and other members within the larger NDRC grant implementation team.

Project Phases: The services described below are divided between four distinct but overlapping phases of work. Specific tasks are organized into phases to clarify when they will be delivered and the interface between the different tasks, although the exact timing of each phase will evolve as the City's CDBG-NDR funded initiatives are finalized and implementation commences, as well as the on-boarding of other members of the City's implementation team.

- *Launch Phase (Months 1-3):* The initial period when the City organizes and sets up initial parameters for policy and procedure development, the City finalizes their Grant Agreement with HUD, the scope of the initiatives are adjusted to reflect the grant award, and grant-wide critical path issues are discussed and addressed before work on project and program specific issues begins. The launch phase should last no more than the first three months after contract commencement and will include an evaluation of proposed programs and projects as well as existing systems and processes. During this phase, the HR&A Team will have a significant on-site presence, holding a kick-off with the City, conducting a series of staff capacity-building trainings, setting up HUD compliance reporting systems, engaging with City stakeholders, and coordinating with other members of the City's implementation team.
- *Program Finalization (Months 3-9):* The period focused on developing the specifics of projects and programs to allow implementation of the project or program. During this phase, program designs and procedures are drafted and finalized, funding gaps are identified and addressed, requests for proposals are prepared and issued to select contractors. The amount of time necessary will vary between initiatives, generally taking between three and nine months to be completed. Our Team expects this will be the phase where its involvement in the program design and development of funding strategies will be the most intense and will continue to have a significant on-site presence for additional capacity-building and compliance procedures and processes implementation.
- *Implementation Phase (Months 9-18):* The period when the projects or programs are under way, construction has commenced, program applications are being collected, etc. Most of the NDRC grant period will be implementation and it should start between nine and eighteen months after launch of the NDRC grant. The level of engagement by the HR&A Team will ramp-down gradually during this phase, with many services complete and others at a less intense level.
- *Ongoing Grant Administration (Month 18 onward):* This category covers services that are expected to be required for up to seven years after launch of the initiatives and includes on-call services, audit support, further capacity building of key City staff and other ad-hoc issues arising from the individual projects and programs. There is considerable variability on the level of engagement needed during this phase, depending on multiple factors including but not limited to – the role of city staff, the role of other contractors, the complexity of the programs implemented, the collaboration from the national and local HUD offices, and timing of audits.

Task 1: CDBG-DR/-NDR Regulatory Issues

The HR&A Team will provide technical assistance and on-call support for CDBG-DR/CDBG-NDR regulatory issues to the City throughout the grant period. Our team members are highly qualified for this endeavor, having over 50 years of cumulative experience with CDBG-DR projects. During the Launch Phase, our Team will facilitate grant agreement negotiations with HUD to ensure the City has the maximum flexibility to achieve the goals laid out in the City's NDRC application. The Team will quickly pivot to the development of a modified DRGR Action Plan that meets the City's needs, with anticipated finalization by the end of 2016. As part of Program Finalization Phase, our Team will partner with the City to design the Ohio Creek Watershed Transformation and Coastal Resilience Laboratory and Accelerator Center programs, providing recommendations based on our extensive experience and analyzing the projected impacts of key program decisions in order to determine the best possible design. Our Team envisions that there may be a need to propose regulatory waivers to HUD, a process we will shepherd the City through. Throughout the grant period, our team will provide ongoing on-call support to the City through audit preparation and support, action plan management, and close monitoring of regulatory requirements.

Together, HR&A and GCR have more direct experience working with the specific requirements of the NDRC funding and the HUD staff that manage NDRC than any other group – including our work with the states of Louisiana, New York, California, and Florida. This experience will allow our Team to quickly identify where the City needs to adapt existing CDBG-DR systems and processes to align with NDRC requirements and communicate with HUD effectively about adjustments proposed by the City to align with the intent of the NDRC.

PHASE I: LAUNCH PHASE

A primary benefit of our team's breadth of experience related to the administration of HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) funding is that we bring proven methods and tested guidance associated with ensuring regulatory compliance across a wide spectrum of projects and programs. The HR&A Team has directly managed and provided hands-on support on CDBG-DR funded housing programs, public facilities construction projects, economic development initiatives, and planning processes. Our Team enters this engagement with a thorough understanding of the requirements associated with the administration of CDBG-DR funding provided through Public Law 113-2 and, more specifically, the rules and regulations associated with the NDRC and CDBG-NDR funding. Our team will adhere to the City's established administrative protocols, assisting in the development of additional policies and procedures where needed. Led by our team of CDBG-DR subject matter experts, we will institute internal controls that are compatible with the City's existing procedures and in line with local, state, and federal requirements. These controls will govern a number of critical processes and activities, including timekeeping and fiscal management, procurement, contract management, record keeping, and reporting.

Grant Agreement Negotiations and DRGR Action Plan Development: It is of paramount importance that the City is able to promote and preserve its ability to achieve the goals and objectives outlined in the NDRC application. To that end, the negotiations with HUD leading up to the execution of the initial Grant Agreement and development of the DRGR Action Plan will include topics that will establish the basis from which a number of critical decisions will be made throughout the lifecycle of the City's projects, including the amount of CDBG-NDR funding allocated to each component of the Ohio Creek Watershed Transformation and Coastal Resilience Laboratory and Accelerator Center projects, the utilization of additional funding sources (including direct and supporting leverage identified in the City's NDRC application), and the identification of key performance metrics that will be used to measure the success(es) of the City's projects. Leveraging our established relationships with key HUD personnel and lessons learned from previous negotiations, we will partner with the City to develop its strategy for the Grant Agreement and DRGR Action Plan, accounting for project timelines, key milestones, and expenditure projections.

APPROACH & METHODOLOGY

PHASE II: PROGRAM FINALIZATION

Program Design: Transitioning from conceptual design to a fully formed program requires thoughtful consideration on a number of key topics, including eligibility criteria, the method by which the CDBG-NDR funds will be distributed or disbursed, which City agency(ies) or partner(s) will be responsible for carrying out specific program components, how to create a structure that maximizes efficiency, leveraging other financing sources, positioning for future projects, and how to honor the innovative nature of the City's projects while not violating regulatory guidelines. A well-designed program leverages existing and planned mechanisms, partnerships, and relevant initiatives to create a structure within which the City will be able to achieve its goals.

The Team brings broad experience designing innovative programs in the arenas of economic development, green and gray infrastructure, and the natural environment – all with a clear focus on achieving long-term community development objectives. We have led and supported initiatives that blend multiple funding sources (public and private) and know how to craft the most effective partnerships, avoiding unnecessary complexity, regulatory burdens, and duplication of efforts. These experiences enable our Team to provide immediate support to the City and its partners, examining proven program models and adapting them to fit the City's specific needs and objectives.

The City's portfolio of CDBG-NDR funded initiatives includes large-scale infrastructure projects, a parcel level stormwater management program, and the creation of a resilience laboratory and business accelerator. Each program type poses a unique set of challenges. Our Team's experience will allow us to design a program that allows for maximum flexibility with the CDBG funding mechanisms, ensuring that the most pertinent initiatives for the City will be funded adequately.

For the large-scale infrastructure projects, we will support the City as it navigates complex cross-cutting federal requirements (including environmental review and labor and wage compliance), cost reasonableness, the procurement of qualified vendors, contract management, expenditure projections, and the documentation of benefits, among other requirements – all through the lens of CDBG-DR regulatory compliance.

As the City moves forward with the design of its parcel level stormwater management program, we will assist in giving thoughtful consideration to key policy decisions (e.g. eligibility criteria, award amount, allowable costs, and the scale of the interventions), complete data analytics to define the program target area(s) and project program outcomes, provide models and best practices to guide decision-making, coordinate with other planned projects and available resources to maximize benefits, and develop detailed policies and procedures that provide a clear roadmap for program implementation.

For the Coastal Resilience Laboratory and Accelerator Center, we will work with the City and its partners to address both regulatory and programmatic issues, including HUD requirements related to eligible activities and National Objective compliance, properly documenting individuals and businesses that benefit from the center, the management of program income, and the adherence to regulations on eligible and ineligible costs. Giving thoughtful, informed consideration to key issues and potential challenges during the program design phase will ensure effective operations over the life of the project.

PHASE III: IMPLEMENTATION PHASE

Develop Policies and Procedures: As projects and programs move from design to implementation, it is critical to have in place clear and thorough policies and procedures in order to ensure that operations are consistent and compliant. In some cases, there may be existing policy manuals that govern the implementation of certain aspects of the Ohio Creek Watershed Transformation and Coastal Resilience Laboratory and Accelerator Center projects; however, due to the innovative nature of the proposed projects as well as the specific requirements associated with CDBG-NDR funding, it is likely that the City's existing manuals will need to be updated or that new manuals will need to be developed.

APPROACH & METHODOLOGY

Our Team will work with the City and its partners to understand what guidance exists and what is needed. Utilizing our experience developing similar documents as well as our thorough knowledge of regulatory requirements, we will produce the guiding documents needed both for managing internal activities and for demonstrating to outside entities (e.g. HUD personnel) that the City's projects are being administered in a uniform, compliant manner. Because we bring a wide range of tested and proven documents and process, we will be able to quickly and cost-effectively adapt existing manuals for the City's use or establish new policies and procedures.

Regulatory Waivers: While there is a certain amount of flexibility within the existing regulations, there are instances where the City will want to pursue a waiver from HUD in order to implement a program (or component of a program) that does not fully comply with the established regulatory guidelines. Our Team has worked with HUD on numerous occasions to propose innovative programs that push regulatory boundaries and, in doing so, we have gained extensive experience in the development of successful waiver requests. Past successes have included program eligibility requirements, interpretations of duplication of benefits regulations, flexibility regarding eligible activities and uses of funds, adjustment of low-moderate income benefit requirements, and expenditure deadline extensions.

It may be helpful and advantageous to pursue waivers as part of the Coastal Resilience Laboratory and Accelerator Center to further leverage the HUD funding and allow greater flexibility. During our Team's experience with the State of Louisiana, we worked successfully with HUD on a waiver that allowed the use of CDBG-DR funds to develop a strategic plan and create a pilot program based on the plan to spur research commercialization and educational enhancement in higher education institutions. Subsequently, the pilot program developed used CDBG-DR funds to retain and attract top research faculty and develop top research facilities through salary enhancements, professional development, conferences, equipment and supplies, facility upgrades, and the support of graduate assistants. Our Team anticipates using this experience to support the City of Norfolk in their ultimate goals for the Coastal Resilience Laboratory and Accelerator Center.

PHASE IV: ONGOING GRANT ADMINISTRATION

HUD Relationship Support and Audit Preparation: Key to the successful administration and utilization of HUD funding is the successful management of the grantee's relationship with HUD as well as a thorough understanding of how to navigate HUD monitoring visits and related audits. Our Team draws on our existing relationships with key HUD personnel to provide guidance to the City and, as needed, to serve as a liaison between the City and HUD. Whether there is a need to seek clarity from HUD on a regulatory question or to broach a delicate topic related to a compliance issue, our Team knows the appropriate HUD personnel to contact and how to best frame the conversation.

During our Team's time spent working as government employees and as consultants in support of grantees, we have learned how to successfully navigate HUD monitoring visits, federal audits, and similar types of programmatic and administrative reviews. Furthermore, we have developed specific procedures to guide a grantee's preparation for an audit, actions during an audit, and the needed follow-up activities. Using this comprehensive game plan, the City will have a clear picture (including specific goals and milestones) of what actions it needs to take to ensure a successful audit (i.e. no findings or concerns are identified).

Compliance with Regulatory Requirements: Integral to both the design and implementation of CDBG-NDR funded projects is the need to comply with all applicable administrative and programmatic regulatory requirements. Recognizing the City's existing capacity in this area, our Team is well-equipped to provide support in all areas of regulatory compliance where needed. We bring extensive experience in the areas of procurement and contract management, financial management, record keeping, beneficiary tracking and reporting, and duplication of benefits verifications, among others, with over 40 aggregate years working with CCDBG-DR regulatory requirements and HUD program audits. Moreover, we have developed a compliance toolkit that includes checklists, templates, forms, guidance documents, and other materials that will be immediately available to the City and its partners.

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It is likely that the City and its partners will encounter regulatory challenges during the lifecycle of the CDBG-NDR funded projects, including the management of grant expenditure timelines, uniformity of physical and electronic files across City agencies and partners, verifying duplication of benefits with limited or incomplete documentation, or creating data sharing agreements to ensure the City has all of the information needed for regular reporting to HUD. Our Team stands ready to address any and all issues that may arise.

- **Procurement and Contract Management:** Our Team will provide guidance to the City and its partners regarding the overall requirements related to procurement as well as the specific requirements associated with funding provided under Public Law 113-2. As directed, we will review bid documents, sample contracts, and other materials to ensure all required clauses are included. As vendors are selected, we will support the development and execution of contracts, again ensuring that all required clauses are included in the final contracts. Once work commences, our Team will monitor progress versus agreed upon schedules, making recommendations to the City and its partners regarding the enforcement of penalties and the need to provide technical assistance directly to vendors.
- **Financial Management:** Recognizing the City's existing fiscal capacity, our Team will augment the City's bandwidth and expertise, providing support where needed. We will assist in developing expenditure projections aligned with Grant Agreement timelines, compiling the data needed for regular reporting (including HUD's Quarterly Performance Reports), and tracking costs and updating budgets, and we will serve as an additional quality control check on critical financial matters.
- **Record Keeping:** Our Team brings a thorough understanding of HUD's expectations with respect to records management. We have led and supported the development and implementation of record keeping protocols at both state and local levels and have provided training directly to grantees and partners regarding proper file creation and maintenance. We will work with the City and its partners to understand what assistance is needed in this area, ensuring that clear, relevant guidance is provided to all entities.
- **Duplication of Benefits Verifications:** It is critical that grantees have a clear understanding of the total project cost versus the funding available for that project. While the Stafford Act establishes what constitutes a duplication of benefits (DOB), applying the Act in a consistent manner can be a challenge when multiple funding sources are being combined to fund a project. Our Team brings extensive experience completing DOB reviews both for large-scale infrastructure projects and household specific initiatives. We provide proven DOB verification guidance and tools, including an automated DOB calculator that can be quickly modified for use across a diverse portfolio of projects.

Anti-Fraud, Waste, and Abuse (AFWA): Grantees are required to have in place sufficient controls to detect and prevent fraud, waste, or abuse related to the administration of public funds and there will need to be specific protocols established (at both the grantee and partner levels) to ensure that the intent of the policy is achieved. Our Team will review existing procedures and workflows, identify potential issues, and partner with grantees to put in place the appropriate checks and balances and reporting mechanisms to ensure that instances of fraud, waste, or abuse are prevented wherever possible and, when not prevented, that they are identified and addressed quickly and effectively.

- **Citizen Participation:** HUD emphasizes the need to provide meaningful, inclusive opportunities for individuals to learn about and participate in the initiatives funded with its dollars. To that end, it is the City's responsibility to ensure all individuals that will benefit from or be impacted by the Ohio Creek Watershed Transformation and Coastal Resilience Laboratory and Accelerator Center projects are provided access to information and key documents throughout the lifecycle of the projects. Such access can be provided through public meetings, public notice, and the publication of information on the City's website. We will partner with the City to determine what policies exist with respect to citizen participation requirements, identify gaps, and make the

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needed revisions or additions to ensure there are complete, compliant, and actionable policies and procedures in place.

- **Technical Assistance and Oversight:** In instances where a grantee enlists partners to administer a project or program (in its entirety or distinct components), it is the grantee's responsibility to ensure that its partners act in a compliant manner. There are two primary means for ensuring partner compliance: the provision of technical assistance and through careful oversight.

While the City is a sub-grantee to the State, it will still have responsibilities for the performance of any partners it enters into agreements or contracts with. From the outset, we will work with the City's partners to ensure they have a thorough knowledge of the applicable regulations, that there are clear policies and procedures established to guide actions, that there are established lines of communication and a common understanding of roles and responsibilities between the grantee and partner, and that the partners have the tools needed to move forward with program operations in a compliant manner. We will provide both group and one-on-one trainings on key topics, including procurement and contract management, financial management, record keeping, and duplication of benefits. As projects progress, our Team will establish regular check points (e.g. monthly status reports and invoice reviews) as ongoing mechanisms to gauge compliance.

- **Action Plan Management:** HUD has indicated that the grantees' Phase II NDRC applications will serve as proxies for the traditional CDBG-DR Action Plan. To that end, the City is not required to develop a standard Action Plan; however, there are requirements associated with Action Plan amendments that are critical to keep in mind over the lifecycle of the grant. Our Team brings extensive experience managing Action Plans and drafting Action Plan amendments as well as a thorough knowledge of the specific requirements associated with CDBG-NDR funding. We will work with the City to give careful consideration to proposed changes to funding amounts, activities, beneficiaries, and other factors that require amendments (either substantial or non-substantial) and provide guidance regarding the best path forward, accounting for the implications of enacting the proposed change(s).

Task 2: Financing Strategies

The City of Norfolk was successful in securing \$120 million in funding for two key projects: the Ohio Creek Watershed Transformation and the Coastal Resilience Laboratory and Accelerator Center. Our Team will work with the City to ensure the successful implementation of its projects and programs through the development of supplemental capital funding and ongoing financing strategies with the immediate priority of securing the funding necessary to fully implement the City's funded projects; and the larger and longer term goal to develop Norfolk's ability to finance the value created to sustain and expand resilience projects and programs throughout the City, such as the Newton Creek Watershed Transformation project. The ultimate success of the City's legacy of resilience will not be the implementation of the City's funded projects, but the creation of a pipeline of resilience projects and implementation strategies that can be utilized for years to come and truly build Norfolk into an international model of coastal resilience.

During the Launch Phase, our Team will develop a baseline economic assessment which will provide a foundation to measure the City's success and will provide a tool to track progress throughout the grant period. We will partner with the City to design the Ohio Creek Watershed Transformation and Coastal Resilience Laboratory and Accelerator Center projects through a multi-step process which will include benefit identification and measurement strategies and due diligence on existing local and national precedent projects. Our Team will evaluate and test a variety of funding mechanisms including earned income, contributed income, and the monetization of cost savings to City agencies. Working closely with the City and the Design Consultant through the Implementation Phase, we will ensure that cost estimates are within the fiscal parameters set by the City and recommend strategies for controlling both capital and ongoing maintenance costs.

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PHASE I: LAUNCH PHASE

Baseline Economic Assessment: The Ohio Creek Watershed Transformation project will protect vulnerable communities on the Norfolk waterfront. In order to ensure that the City is able to measure the success of these projects, our Team will conduct an economic assessment of the area, with a focus on the Chesterfield Heights and Grandy Village. Our Team will define the relevant study areas and conduct an initial assessment of general market conditions, including an analysis of demographics, historical trends and future projections of real estate and economic conditions (for the immediate area as well as the wider regional context). To the extent this analysis has already been completed as part of NDRC, the Team will work from existing data. The Team will apply this approach to specific use types to support an understanding of the area's development potential. These findings will inform subsequent planning and will be used to inform the design of the programs within the Ohio Creek Watershed.

The Team will also conduct a high-level regional economic scan to inform the program design of the Coastal Resilience Laboratory and Accelerator Center. In order to advise the City on the most advantageous partners and potential areas of focus for the project, the existing strengths and weaknesses of the regional economy should be identified. Our Team will leverage the City's existing data for this scan, with additional data gathered from on-site visits and third-party data sources.

Soft Site Analysis to Determine Development Potential: For the relevant parcels in the Ohio Creek Watershed, our Team will conduct an assessment to indicate the highest and best use for future development, to be realized in parallel with the infrastructure improvements to the area. We will identify the range of potential uses and the preliminary program potential, as appropriate, using the following methods:

- **Current descriptive data:** land area and parcel description; existing buildings by size, function, and current utilization; property ownership;
- **Legal and regulatory context:** political jurisdiction; taxation regime; land use planning and zoning framework;
- **New development pipeline:** major projects in station area submarkets likely to have an impact on future land use demand and development potentials.

Develop Recommendations and Strategy for Economic Integration and Development: Our Team will develop strategies that will bolster the economic output and integration of Chesterfield Heights and Grandy Village to the wider regional economy. We will ensure that the design for the Ohio Creek Watershed Transformation program, including the parcel-level green infrastructure program, are inclusive, equitable, and work to overcome existing barriers between these areas and the rest of the region.

PHASE II: PROGRAM FINALIZATION

Identification of Benefits, Measurements, Financing Mechanisms: The funding available for the Ohio Creek Watershed Transformation and Coastal Resilience Laboratory and Accelerator Center projects, as well as future projects, will be driven by the benefits produced and the ability to measure them and monetize them with financing mechanisms. With HR&A in the lead, our Team will work with City staff and external partners to expand the benefits identified by the City and prioritize financing mechanisms to monetize those benefits. Together we will work through a process to identify the most promising sources of funding for each program and project. As part of this process we will:

- Exhaustively identify all potential benefits;
- Rank benefits based on our ability to measure them;
- Evaluate the difficulty to monetize each benefit based on the type of value created (i.e. direct revenue, indirect revenue, efficiencies, avoided losses and community benefits);

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- Select financing mechanisms that can monetize the benefits (e.g. assessment districts, loan funds, regulatory credits, etc.); and
- Prioritize financing mechanisms for evaluation that have the greatest potential to address immediate gaps or provide long-term funding sources.

Because of the overlapping benefits of the Ohio Creek Watershed Transformation and Coastal Resilience Laboratory and Accelerator Center programs, they will be evaluated in a combined process. This will identify benefits specific to a single project or program as well as identify overlapping benefits that might be monetized through a single mechanism that works across multiple programs and projects.

The Team has worked with dozens of jurisdictions across the country to move through the process of identifying benefits and measurements metrics as program manager for The Rockefeller Foundation's Capacity Building Initiative in support of the NDRC and will utilize our deep experience to think innovatively about potential financing mechanisms. We recognize that Norfolk has already undertaken considerable work internally and with Re:focus Partners; our team work to avoid duplicating completed work. Our Team is experienced in the following list of services and will apply the most effective strategies to the projects.

Funding and Financing Strategy Development and Implementation Plan

While both the Ohio Creek Watershed Transformation and Coastal Resilience Laboratory and Accelerator Center projects can benefit from funding streams, our Team will develop customized financing strategies for each project through the following framework:

Ohio Creek Watershed Transformation Project

Due Diligence on Existing Programs (National and Local): The Team will conduct research on existing coastal resilience infrastructure projects, both locally and nationally, to determine best practices that can be used during the finalization of the Ohio Creek Watershed Transformation project. We will focus on efficiencies during the design and construction of similar projects, and create a catalog of strategies by which resilience efforts have maximized their co-benefits to the local population, especially in vulnerable communities.

Evaluate and Recommend Financing Mechanisms and Funding Sources: A combination of funding sources will be needed to support Norfolk's Ohio Creek Watershed Transformation projects, and to create these funding sources multiple financing mechanisms will be required. The funding sources and financing mechanisms created will sustain the Ohio Creek Watershed Transformation projects over time and allow them to be expanded to other neighborhoods and watersheds.

HR&A has evaluated funding sources, developed funding plans and implemented those plans to assemble a combination of public, philanthropic, private and earned income sources for open spaces and storm water mitigation projects across North America. Our Team will work with the City to move through a process of evaluating potential funding sources and financing mechanisms and then providing recommendation on how to move forward with the most promising options. Some of the funding sources and financing mechanisms will be accessible in the near term others will take much longer to establish but will drive significant new resources to the Ohio Creek Watershed Transformation projects.

- **Earned Income:** HR&A has developed dynamic programming for parks, greenways and open spaces in cities across North America to enrich communities and produce revenue directly benefiting green space development. In Norfolk, revenue generation through open space programming is likely to be relatively small in scale based on the conceptual design documents. However, the exploration of this important funding source is worthwhile, as it can be highly beneficial to the long-term success and viability of open space projects. HR&A is uniquely equipped to lead this work. We provided strategic real estate and economic advice to Waterfront Toronto on the largest urban regeneration project in North America; our strategy rested on development of significant

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new revenue sources, a capital preservation fund and a governance structure that identifies entities responsible for funding and/or maintaining the new world-class parks, and Toronto City Council adopted HR&A's strategy and is currently undertaking a multi-parcel development of the area.

- **Contributed Income:** The public benefits stemming from the Ohio Creek Watershed Transformation project align with the priorities of local and national philanthropies. HR&A is expert at presenting projects to philanthropies through the lens of their priority funding areas. This is about understanding the priorities of the philanthropy and articulating both the impact of the project as well as how philanthropic support will leverage public and private sources to spark catalytic change.
- **Development Partnerships:** Public Private Partnerships (PPP) can bring both financing and capacity (design, development operation and maintenance) to improve a project or program. For the Ohio Creek Watershed Transformation project, a PPP might be appropriate for all or a portion of the project. HR&A is an expert at projecting the revenue for a PPP, at how to structure them to align incentives to achieve the most effective partnership structure and preparing solicitations to select the strongest private partner.
- **Existing Federal Resources:** Norfolk is well positioned to successfully attract additional federal funding to support the Ohio Creek Watershed Transformation projects and future similar projects. The materials developed for the NDRC application (e.g. benefit cost analysis, neighborhood demographics, cost estimation, design renderings, graphics, etc.) can be leveraged to pursue additional federal funding sources (e.g. NMTC, EPA programs, etc.). HR&A and GCR have extensive experience identifying and securing federal funding to support projects and programs. Combined, we have worked with dozens of different federal funding sources and understand how to secure them and integrate them into existing projects.
- **Savings to City Agencies:** The benefits likely resulting from the Ohio Creek Watershed Transformation projects will include savings for various governmental and quasi-governmental entities such as decreased pumping costs for the Department of Utilities, or lowered road maintenance and repair costs (due to decreased subsidence) for the Department of Public Works. HR&A has experience working through both the measurement and challenges of capturing intergovernmental savings.
- **Savings from Avoided Future Losses:** A primary benefit of the Ohio Creek Watershed Transformation projects is reducing and eliminating flooding. Converting the savings to property owners, businesses, taxing authorities, insurance companies and other beneficiaries to financing is difficult. Our Team has been at the forefront of this effort nationally. Working in communities across the country to identify the savings and create mechanisms to monetize that savings. Both HR&A and GCR have worked with the NFIP and can help Norfolk capture the limited financial benefits it offers. We can also help Norfolk benefit from changes in the FEMA deductible for federal declared disaster that will significantly raise the City's financial exposure to future disasters and could impact its bond rating.

Coordinate with Design Team to Inform Design: The Team will coordinate with the Design Team to help ensure the realization of goals for the Ohio Creek Watershed Transformation project. In doing so, we will help guide the design process to ensure that the designs achieve their intended goals and also are streamlined and designed with efficiencies and cost implications carefully thought through.

Review Capital Costs and Estimate Operating and Maintenance (O&M) Costs: HR&A will review potential capital costs and operating and maintenance (O&M) costs to ensure the design is within the fiscal parameters the City requests.

Evaluate and Recommend Additional Public, Private and Philanthropic Sources for Parcel Level Green Infrastructure Program: The Team will evaluate public, philanthropic and private funding and financing mechanisms. This might include how the green infrastructure program can be aligned with other publicly funded programs or how

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it can be integrated into the existing River Stars program. HR&A brings decades of experience identifying supplemental funding and management resources including recommendations for implementation that maximize public revenues from concessions, events and fees, and leverage existing funding and resources through collaborations with public-private and nonprofit entities such as a BID, redevelopment authority, and/or conservancy.

Support Accessing Funding Sources and Establishing Financing Mechanisms: As described in the previous tasks, our Team has a well-established record of assisting clients in securing a variety of funding sources and putting in place financing mechanisms to monetize benefits. After the evaluation and recommendation of different funding sources is complete, the Team will support the City to implement the recommended approaches. The form this support will take will vary greatly based on the funding source and financing mechanism. It might be guidance on structuring the fees that support a business improvement district, drafting the charter for a new nonprofit that will manage a portion of newly created open space and is jointly controlled by the City, or negotiating the terms of a sponsorship arrangement for open space with a national bank.

Program Design of the Parcel Level Green Infrastructure Program: Our Team has developed and implemented homeowner retrofit programs and has experiencing managing the program design requirements necessary to effectively combine funding sources. This is an area where program design and implementation of financing overlap and merge. Through the NY Rising Community Reconstruction (NYRCR) Program, HR&A collaborated with residents and stakeholder representatives committees to think comprehensively about local conditions to invest \$127.5 million of CDBG-DR funds in proposed physical, economic, and social resiliency enhancements. HR&A estimated costs, evaluated funding options, and proposed phasing and implementation strategies for communities to design low-cost loan programs for business and residential retrofits. HR&A managed an extensive participatory process of 100 committee meetings and 40 large-scale public engagements to gather feedback from and present proposals to the community.

Coastal Resilience Laboratory and Accelerator Center

Due Diligence on Existing Accelerators (National and Local): The Team will conduct research on existing coastal resilience accelerators and laboratories, both locally and nationally, to determine best practices that can be used during development of the Coastal Resilience Laboratory and Accelerator Center.

Identify Financing Opportunities and Implementation Hurdles: Our Team will conduct research and technical analysis to support project implementation, including investigation of legal, regulatory, economic, and physical context and hurdles that impede the operation of the Coastal Resilience Laboratory and Accelerator Center. HR&A will maximize financing potential through facilitating effective partnerships, leveraging diverse funding mechanisms, and branding the accelerator in a manner that attracts outside investment.

Develop Governance Structure: We will leverage our vast experience to design a governance structure that fosters collaboration, maximizes partner capacity, and fully identifies entities responsible for funding and/or maintaining the processes of the Coastal Resilience Laboratory and Accelerator Center. The Team will empower the governance structure with impactful tools that will facilitate successful short-term and long-term administration of the projects undertaken through the accelerator.

Identify and Leverage Additional Partners and Funding: The Team will seek partnerships with different public, private, and philanthropic entities to help realize the goals of the Coastal Resilience Laboratory and Accelerator Center. For previous projects, HR&A has successfully been able to facilitate partnerships like these, which have encouraged anchor institutions to commit to local investment around the project. Due to the academic nature of the accelerator, the Team will put focused attention on securing partnerships from local, national, and potentially international universities. These partnerships can help further the research capacity of the Coastal Resilience Laboratory and Accelerator Center and help spread the resiliency lessons learned toward a global audience.

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Program Design for Competitive Funding Structure: Through strategic partnerships, our Team will develop a program to encourage competitive funding, where multiple businesses, institutions, or other groups can compete for funding, innovating and collaborating on proposal that bolster coastal resilience.

Task 3: Low-Income Beneficiaries

Our Team will strategize to prioritize the impacts of the City's NDR-funded activities to LMI and underserved populations. We will conduct demographic analytics of the project areas in order to establish a foundation for how to guide our work. We will then assess existing local programs and provide recommendations for how they could be more efficient and inclusive. We will also identify potential economic and workforce development opportunities to benefit from economic growth within the project area. For both of these exercises, we will leverage our experiences working for LMI populations to maximize the funding potential of the existing and refined programs. Our Team will conduct extensive work on the ground to best understand the needs of the local community as well as receive feedback on the programs designed. HR&A will facilitate neighborhood meetings and an iterative public engagement through our outreach program described in Task 5. Throughout the grant period we will monitor the benefits of the projects and their impacts on LMI communities.

PHASE I: LAUNCH PHASE

Demographic Analytics of Project Service Areas: Understanding the composition of a community is a critical step to establishing and achieving desired outcomes. In many cases, traditional assumptions of a neighborhood's makeup are proven inaccurate or incomplete upon close examination. Looking specifically at CDBG-NDR funds and the associated Overall Benefit Requirement (in addition to the City's stated goal of implementing projects that maximize benefits to vulnerable populations), it will be key to develop a detailed, nuanced analysis of the persons that will benefit from the City's projects (both directly and indirectly).

Beginning with publicly available data sets, our Team will integrate additional data sets provided by the City and its partners to establish a clear picture of community composition and conditions that will serve both to inform decision-making and demonstrate compliance with HUD's Overall Benefit Requirement. Our Team generated detailed service area projections for multiple NDRC clients during Phase II of the competition. The information, presented in tabular and graphical formats, was a key component during both the conceptualization and development of projects and programs.

PHASE II: PROGRAM FINALIZATION

Examine and Refine Existing Local Programs: The City's groundbreaking resilience strategy, developed during the City's 100 Resilient Cities initiative, outlines a number of approaches for creating a more equitable and prosperous Norfolk for all of its residents. In light of the recent CDBG-NDR award and the projects it will fund, it is prudent to examine the proposed strategies and make needed refinements in order to build on the success of the City's recent economic development strategies to craft tactical strategies that engage vulnerable populations (including low-to-moderate income households and typically underserved populations) in the creation of opportunity. Furthermore, there will be opportunities to leverage funding associated with other current or planned initiatives in the City in order to create a cumulative benefit to vulnerable populations.

Our Team possesses broad experience partnering with communities to refine and strengthen existing strategies following disasters, large infusions of public or private funding, and other catalytic events that demand a reexamination of established approaches. The Team's recent experience supporting multiple communities participating in NDRC serves as a prime example. The Team worked in close coordination with government leaders, stakeholders, and community members to develop a comprehensive understanding of the strategies being deployed or proposed to meet their established community development objectives. Subsequently, we provided

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recommendations and detailed methodologies for refining those strategies in order to better align them with the jurisdiction's proposed framework for increasing its resilience.

Connect to Economic Opportunities: As the City identifies in its resilience strategy, it is critical that Norfolk residents, particularly vulnerable populations, are connected to the economic opportunities resulting from investments being made across the City. To that end, our Team will partner with the City to identify potential economic and workforce development opportunities to benefit from economic growth within the project area, specifically Chesterfield Heights and Grandy Village. Our Team has significant experience working with cities and other economic development partners on strategies for creating direct connections to new jobs and small business growth. We will utilize existing relationships with community leaders, non-profit organizations, and other individuals and groups that champion the cause of breaking down barriers to economic opportunities for the City's LMI populations.

PHASE III: IMPLEMENTATION PHASE

Community Engagement: As directed by the City, we will build upon the extensive and inclusive community outreach and engagement efforts that the City has undertaken as part of its recovery and resilience-building efforts over the past decade, honing in on the citizens and stakeholders that will be most impacted by the Ohio Creek Watershed Transformation projects. Engagement efforts will serve to educate community members, including the affordable housing population, regarding the planned projects and their impacts and will be opportunities to gather insights from residents regarding what they perceive to be the projects' benefits to vulnerable populations.

Our Team believes firmly in reaching people where they are and doing so through methods that they will actually use. Our strong local presence provides us with a keen understanding of the neighborhoods within the Ohio Creek Watershed. We will also engage in extensive on the ground outreach in order to truly apply the needs of the community to the program design and implementation. Outlined below are engagement methods we are prepared to deploy.

- **Neighborhood Meetings:** Beginning early in the process, and continuing throughout the implementation of the projects, our Team will host a series of targeted public meetings. During these meetings, our Team will work alongside the City and its subgrantees to explain the proposed goals, timeline, and processes to community members. Each public meeting will be used to obtain concrete feedback from residents and stakeholders, which will be reviewed during subsequent meetings with the City and its implementation partners. Going beyond traditional gatherings, all meetings will be designed to be highly interactive in order to help participants visualize outcomes, consider alternatives, and provide informed feedback. As appropriate, our Team members will meet with focus groups on specific topics to ensure the public has a thorough understanding of the proposed projects.
- **Iterative Public Engagement Workshops:** Our Team will seek input directly from community members and stakeholders throughout the project development process, creating a feedback loop that will strengthen the projects and ensure community buy-in when it is time to move to implementation. We will utilize mapping exercises, visual preference surveys, and questionnaires to gather feedback as the project is developed. Through an iterative process of project conceptualization, seeking input, project refinement, seeking input, and so on, the City is able to remain nimble in their decision making process, affirming the importance of having community members meaningfully participate throughout the project's development. Furthermore, successful projects are built upon accurate and informative data. Acknowledging the limitations of traditional data sources and seeking input directly from the individuals that will be most impacted by the projects' implementation provides for a set of checks and balances that is typically unavailable during the early stages of project development. The process of groundtruthing key assumptions, potentially stale data, or untested theories can be a powerful step in the development of transformational projects and acts as a counterweight to standard data sources and a traditional understanding of existing conditions.

**Technical Assistance and Advisory Services for HUD NDR Funding
RFP: 5186-0-2017/DT
PRICING PROPOSAL & PRICING NARRATIVE**

The revised fee proposal for the HR&A Team presented herein for the City of Norfolk Technical Assistance and Advisory Services is based on the certain services and activities through a combination of efforts by HR&A's professional staff and our team of subconsultants – GCR, Inc., KW Consultants, and The Miles Agency. The rates are discounted from our normal fees and are in line with our rates for other CDBG-NDR funded projects currently underway.

The structure of our fee proposal is based on the assumption that the first 18 months of this assignment will be particularly intensity, with significant on-site presence for a variety of regulatory compliance work, in addition to working with other key members of the City's NDRC team. For this reason, we have shown the proposed budget as an initial 18-month effort and a separate on-going annual cost for the remainder of the grant agreement period. Any expenses, for example printing or production costs, will be presented to the City for approval before expenses are incurred and would be on a reimbursement basis.

Initial 18 Months (Launch, Program Finalization and Implementation Phases): This initial phase of our work will primarily focus on grant agreement negotiations and HUD relationship management, city staff capacity-building training, program design for all NDRC-funded projects, iteration with the design team, the development of financing strategies, and support for the City's stakeholder engagement. Additionally, the creation of regulatory compliance procedures, policies, and systems will be established and implemented during the first 18 months, tasks which will require particularly intensive support from our Team. The overall budget for this initial scope of work is estimated at \$1,019,000.

The proposed budget for design team iteration is based on our Team's experience working on many green infrastructure projects, and will ensure that the improvements are not overdesigned, align with the City's fiscal parameters, and have reasonable capital and O&M costs estimates. The proposed budget for this activity may be modified based on further discussions with the City.

Additionally, for purposes of budget preparation, we are assuming two HUD audits during this initial 18-month period.

If we are selected for this assignment with the City, our Team is prepared and willing to work with the City through the development of quarterly task orders and throughout the term of the grant agreement to ensure we are aligned with the City's short-term and long-term goals.

Annual On-Call Support (On-Going Grant Administration – after the initial 18 months): Once the activities from the initial phase of work are substantially complete, our Team envisions a less intense engagement although we stand ready to support the City with any issues as they arise. The activities anticipated during this period include monitoring of compliance systems, additional training of city staff, and support for further HUD audits. The annual estimated budget for this on-call phase is estimated at \$72,000; however, this figure will be dependent on the capacity and availability of City staff, as well as other consultants engaged by the City. We anticipate that further discussions with the City will determine the actual yearly fee.

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- **Community Gathering Places:** As was stated previously, our Team believes that it is critical to reach individuals where they are and in a manner that will elicit meaningful feedback. To that end, we will work with the appropriate personnel and leverage our knowledge of the area to identify key community gathering places for the purposes of communicating updates, gathering input, and providing notices of engagement opportunities to the public. Going beyond a simple meeting notice, we will develop briefing documents and interactive mechanisms for community members to provide input (e.g. surveys on tablets and written preference polling) that will both inform the public and provide opportunities for them to weigh in on the latest iteration of the projects.

Task 4: Reporting and Administrative Capacity

Our Team understands that ongoing reporting and administrative capacity management are essential for ensuring that our work with the CDBG-DR projects accurately reflects the needs of the City. During the Launch Phase, we will establish a framework for data collection from the City and its partners, which will include a custom-built project site. We will identify gaps in existing data sets and craft our data collection process around filling in missing information. The Team will prepare all necessary post-application documents to ensure streamlined project implementation. Throughout the Program Finalization and Implementation Phases, we will have a heavy on-site presence as we first assess staffing capacity and then facilitate trainings for City staff. These trainings will be geared towards enhancing the City's projects' ability to meet underwriting, management, and fiscal controls; demonstrating measurable outcomes; and partnering with the Team to facilitate ongoing performance tracking, compliance monitoring, project oversight, and quality control reporting. We will continue these activities on an on-call basis through the end of the grant period, during which our Team will conduct scheduled on-site systems monitoring assessments.

PHASE I: LAUNCH PHASE

Data Management and Reporting: Our Team recognizes the critical importance of effective data management and reporting, and we will provide a full suite of tools to ensure that data is accessible, organized, and actionable. An early step in our engagement with the City and its partners will be to inventory existing data sets and determine where gaps exist. Concurrently, we will work with the City, partners, and HUD to ensure DRGR is set up appropriately for the CDBG-NDR funded projects, understanding that there will likely be some differences from how DRGR reflects traditional CDBG-DR initiatives.

As projects and programs commence, we will utilize the standard reporting templates and the established workflow to gather and aggregate key data points. Our Team will analyze the compiled information and generate reports relevant to City staff, elected officials, stakeholders, and community members. In addition, we will work in conjunction with the appropriate City staff to ensure all information needed for HUD's quarterly performance report is gathered and accessible. Our Team has developed standard reporting decks as well as the workflows for collecting, aggregating, analyzing, and reporting large volumes of information. We bring proven reporting solutions that are ready to be deployed immediately.

PHASE II: PROGRAM FINALIZATION

Staff Capacity Assessment: We will hold individual meetings with key staff members from the City and its partners to assess immediate and long-term training and capacity building needs. Once the assessment has been completed, we will develop a training schedule reflective of the overall project plan (i.e. the schedule will prioritize topics most relevant to the initial actions the City and its partners will need to take – CDBG-DR basics, DRGR setup, grant agreement management, initial program file creation, cross-cutting requirements, partner agreements, etc.). Working in close coordination with the appropriate City personnel, we will finalize the training schedule and begin preparing the needed materials.

APPROACH & METHODOLOGY

PHASE III: IMPLEMENTATION PHASE

Staff Trainings and Capacity Building: Trainings and capacity building exercises will be held per the agreed upon schedule; however, through close coordination with the City and its partners, our Team will continuously assess the need for additional training topics and re-prioritize previously identified needs as appropriate. Drawing from our Team's extensive CDBG-DR program implementation experience, we will be able to anticipate potential capacity issues and provide valuable guidance prior to the point where the issue interrupts project implementation operations.

Performance Tracking and Demonstrating Outcomes: As the specific programs and projects are fully designed, establishing and tracking performance metrics will be a key function. Recognizing that the City is working with HUD to finalize the performance measures for each awarded project, our Team will tailor our support in this area to the stage at which the City is in upon the commencement of the engagement. All efforts related to project performance tracking and the demonstration of outcomes will be centered on the overarching project objectives that the City has established.

As a key component of the data management and reporting workflow described above, we will implement an efficient process by which partners will report up to the City and the City can subsequently report up to the Commonwealth and HUD on project status and key performance indicators. In addition, we will provide GIS capabilities that will add a visual element to the reports and facilitate the production of detailed analytics that will be key to effective decision making.

Compliance Monitoring Systems: As a primary function of all CDBG-NDR grantees, it is critical that a clear system is in place to ensure compliance across all administrative and programmatic activities. Detailed in an overall Monitoring Plan, key components of the system include the delineation of roles and responsibilities, a risk assessment process, descriptions of the entities and program areas to be monitored, descriptions of the types of monitoring, how to prepare for and perform a monitoring review or visit, and the tools (forms, checklists, etc.) to be used for monitoring.

Our Team has developed and implemented full-scale monitoring plans at the local and state government levels. We have completed all phases of the monitoring process, from the initial risk assessment, project prioritization, and monitoring schedule development to preparing for a monitoring visit, performing the reviews, and following up to ensure all needed corrective actions have been completed. Drawing from our experience managing CDBG-DR funded projects from commencement to closeout, we have a clear understanding of the ongoing importance of compliance monitoring.

Project Oversight and Quality Control: The scale and complexity of the City's proposed project demands that there be a robust Team that is able to provide sufficient operational oversight capacity. Utilizing our thorough understanding of the components associated with the implementation of large-scale infrastructure projects – from regulatory compliance and vendor management to quality control and task management – our Team brings to bear a broad range of experience and capabilities, ready and able to augment the City's and its partners' staffs.

We take seriously the importance of delivering high quality services and products that exceed our clients' expectations. Our Team will work with City staff to set clear expectations regarding the production of deliverables, including schedules, information to include, desired format(s), and method(s) of delivery. Our Team will partner with the City to establish clear protocols for document drafting that include aggressive, yet realistic, timelines and well-defined roles and responsibilities.

PHASE IV: ONGOING GRANT ADMINISTRATION

On-site and On-call Support: Our Team has been purposefully constructed to provide the capacity and diversity required to address the full spectrum of support needs that are likely to arise during the engagement. As such, our Team is able to provide the City with both the added administrative bandwidth and the appropriate skill sets to

APPROACH & METHODOLOGY

ensure the success of the project. As needs are identified, we will assign appropriate staff to provide the needed support.

Task 5: Coordination and Communication

Our Team will work with the City to develop a communications framework and implementation plan for coordination between the City, its funding partners, and the City's NDRC grant implementation team. It is critical that each of the consultant teams (Program Management, Environmental, Technical Assistance, Design Services), as well as internal City staff, are communicating to ensure no duplicative or conflicting efforts are undertaken throughout the grant period. In addition, our Team will support the City's development and execution of an extensive public engagement effort, ensuring the benefits of the NDRC-funded projects are communicated to the public and that resilience is seen as a solution to multiple issues facing the Norfolk area, including economic diversification, stormwater management, and LMI community empowerment. This outreach may take many forms, potentially including community meetings, collateral materials distribution, and curated design charrettes.

PHASE I: LAUNCH PHASE

Develop Comprehensive Outreach Plan: The HR&A Team will work with the City to develop a comprehensive outreach plan to engage key stakeholders throughout the project implementation process. The Team will supplement and support the City's engagement process as directed. We are experts at taking complex technical issues related to development and planning and presenting them to engage diverse ranges of stakeholders. We will draw on this expertise as part of the external communication effort, recognizing that Norfolk has already undertaken significant community dialogue on coastal resilience through the 100 Resilient Cities initiative, the NDRC application process, and the broader climate adaptation work the City is currently engaged in.

Our Team has extensive experience conducting outreach and engagement in the Norfolk area and will bring a thorough understanding of the local community and a unique perspective and connection to the city of Norfolk. Working with the City and at their direction, we anticipate outreach will occur through a variety of platforms, potentially including the distribution of project information via mailings, community events, and website content; attendance at well-known community events such as HarborFest and other large community events and meetings; outreach to elected officials; and outreach to the leadership of the area's religious institutions.

Engagement of Funding Stakeholders: Throughout the grant agreement period, our Team will be in regular communication with all funding partners including local partners, State officials, and HUD representatives. The key to a productive relationship with a multitude of funding partners is active and transparent communication and our Team will ensure relevant information is communicated expeditiously to all required parties.

Project Team Coordination: The HR&A Team will work with the City to establish regular coordination meetings across the City's NDRC consultant teams for the purposes of information sharing and planning, and to prevent duplication of work. We believe this coordination of communication to be vital to the success of the NDRC-funded projects. Although the work of each team may not regularly overlap, it is our belief that communication and collaboration across all elements of project design and implementation lead to the strongest final products. Our team will build relationships and maintain strong channels of communication between the Project Management, Design Services, and Environmental Teams, as well as contractors hired during the project. We will ensure procurement management tools are used, when required, to most efficiently use limited project resources.

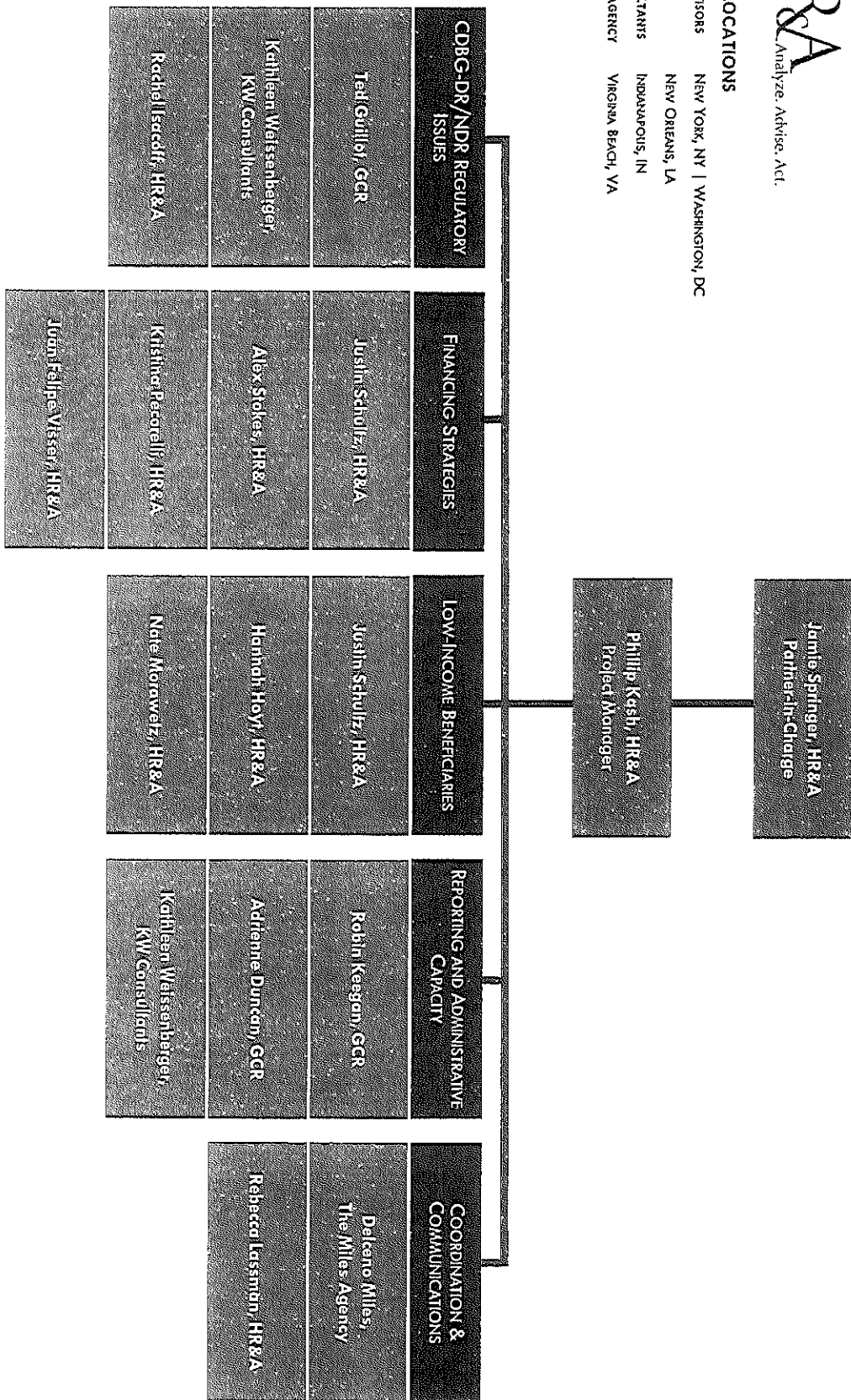
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	On-Call Support
Task 1 COBOL/AIDS Regulatory Issues																			
1.1 Kick-Off Meeting																			
1.2 Grant Agreement Negotiation																			
1.3 DGR Action Plan Development																			
1.4 Program Design for OHS Clerk + Associate																			
1.5 Overall Review of Procedures																			
1.6 HUD Relationship Support																			
1.7 Audit Preparation and Support (pre- and post- HUD on-site audit)																			
1.8 Conference with Regulatory Requirements																			
Task 2 Funding Strategies																			
2.1 Economic Analysis																			
2.2 Identification of Funding and Non-Funding Mechanisms - OHS Clerk Workload Identification																			
2.3 Develop Funding Strategy																			
2.4 Coordinate/Review with Design Team to Develop Design																			
2.5 Implementation Plan																			
2.6 Program Design for Parallel Level GI Program																			
2.7 Identification of Benefits and Non-Funding Mechanisms - Core Patient Laboratory & Laboratory Center																			
2.8 Accelerator Case Studies and Lead Working																			
2.9 Identify Funding Opportunities and Implementable Models																			
2.10 Develop Governance Structure																			
2.11 Identify and Leverage Additional Partners and Funding Sources																			
Task 3 Low-Income Beneficiaries																			
3.1 Executive and Policy Briefing Local Programs																			
3.2 Conduct Economic Opportunities																			
3.3 Workforce Development																			
3.4 Demographic analysis of patient service areas																			
Task 4 Reporting and Administrative Capacity																			
4.1 Data Management and Reporting																			
4.2 Performance Tracking																			
4.3 Staff Training and Capacity Building																			
4.4 Corporate Marketing Strategy																			
Task 5 Coordination and Communication																			
5.1 Develop Outreach Plan																			
5.2 Engage and Build Stakeholders																			
5.3 Project Team Governance																			

Note: Certain task divisions will be modified in consultation with the City/line director above are for guidance. Some tasks will last throughout the duration of the grant agreement, varying in priority dependent on the need.



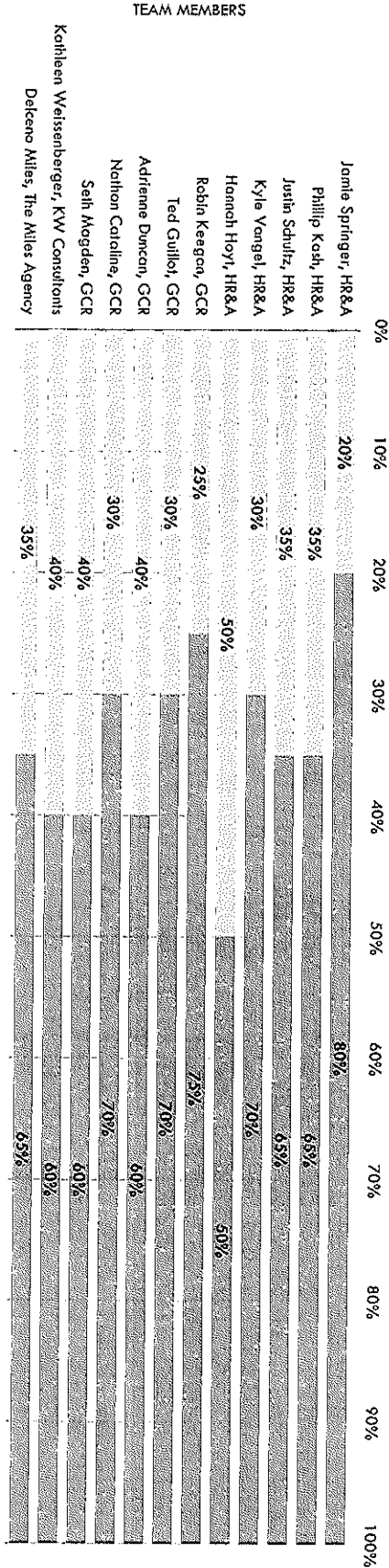
OFFICE LOCATIONS

HR&A ADVISORS NEW YORK, NY | WASHINGTON, DC
 GCR NEW ORLEANS, LA
 KW CONSULTANTS INDIANAPOLIS, IN
 THE MILES AGENCY VIRGINIA BEACH, VA

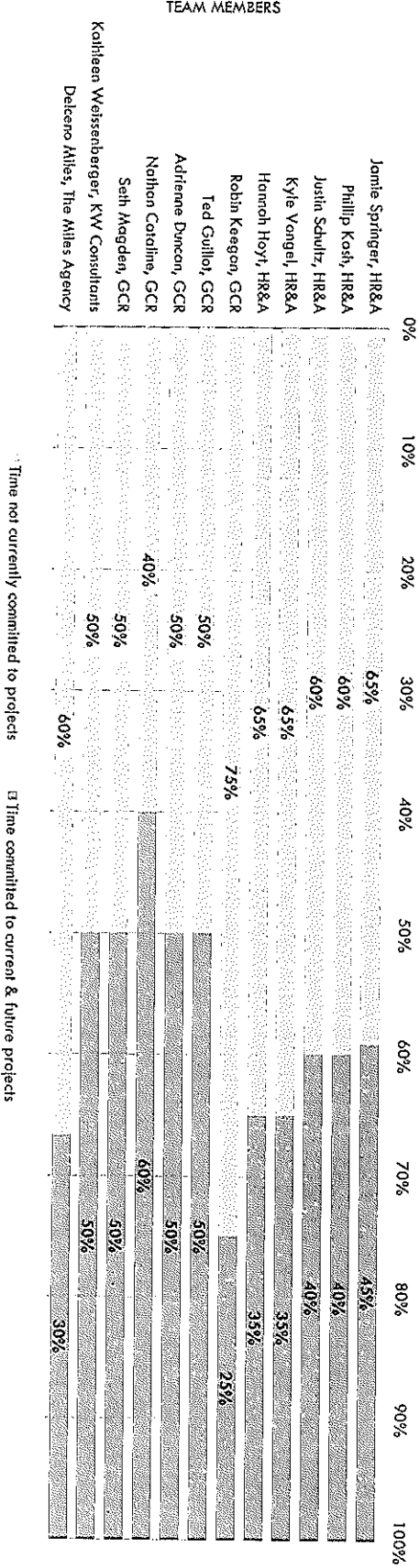


TEAM AVAILABILITY YEAR 1

PROJECT TEAM AVAILABILITY



TEAM AVAILABILITY YEAR 2



Time not currently committed to projects

Time committed to current & future projects

ATTACHMENT A: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of HR&A Advisors name of offeror), we 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 competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, 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 City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____



Name: Jamie Dang

Title: Chief Operating Officer

Date: 08/31/16

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ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80.

Sec. 33.1-94—33.1-100. - Reserved.

Initial:  _____

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ATTACHMENT C: NONDISCRIMINATION

Sec. 33.1-53. - Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor 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.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: 

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ATTACHMENT D: DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: 

Name: Jamie Dang

Date: 08/31/16

Remaining page intentionally left blank.

ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW

1. **CERTIFICATION.**

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, HR&A Advisors, Inc. does not and shall not knowingly employ any unauthorized ___ alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature:  _____

Name: Jamie Dang

Title: Chief Operating Officer

Date: 08/31/16

ATTACHMENT F: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

I. CERTIFICATION.

A. The offeror (Please fill in with your enterprise's complete name) HR&A Advisors, Inc. certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:
F1843277

B. 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 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature:  _____

Name: Jamie Dang

Title: Chief Operating Officer

Date: 08/31/16

SWAM COMMITMENT

HR&A Advisors maintains a strong commitment to supporting diversity on all of its projects. HR&A firmly believes that the inclusion of Small, Women and Minority-owned businesses (SWaM) provides a high quality of work while promoting traditionally underrepresented businesses in the City of Norfolk and surrounding region. HR&A has demonstrated its commitment to these principles in several of our most successful projects, both through direct collaboration with SWaMs, and through the design and implementation of solicitation processes on behalf of our clients to secure further SWaM participation. To provide technical assistance and advisory services to the City of Norfolk, HR&A is partnering with The Miles Agency and KW Consultants. Additionally, if selected for this engagement, HR&A will consider additional SWaM and local businesses to augment our team, as necessary.

KW Consultants

SWaM Type: WS

SWaM Certification Number: 722063

Expiration Date: 8/16/2019

The Miles Agency

SWaM Type: MS

SWaM Certification Number: 766

Expiration Date: 9/1/2017

DBE Certified

CITY OF NORFOLK BUSINESS LICENSING

Upon award of contract, HR&A will comply with the provisions of Ordinance No.38.573 ("Business Licensing") and Taxation of the City of Norfolk Code, as applicable. Furthermore, we ensure our compliance with all insurance regulations and requirements as deemed necessary by the City of Norfolk insurance requirements, including but not limited to: commercial general liability insurance, worker's compensation insurance, automobile/motor vehicle liability insurance, professional/errors and omissions liability insurance, and subcontractor's insurance.



City of
NORFOLK

August 30, 2016

TO: ALL POTENTIAL OFFERORS

RE: RFP 5186-0-2017/DT, Technical Assistance and Advisory Services for HUD-National Disaster Resilience Funding, Addendum 1

Due: September 7, 2016 at 2:00 p.m. Eastern Standard Time

The above referenced RFP is hereby amended and clarified to include the following revisions to the solicitation documents:

Clarifications:

Project Manager cannot service as design, engineering, environmental assessment or construction firm. The Project Manager is acting as the City's representative with respect to these services for the project. Therefore it would be a conflict of interest for the project manager to be in a position of managing their own firm to deliver one of those services.

Technical Assistance/Technical Advisory role: There would be no conflict of interest in a Project Manager, Designer, Engineer or environmental services provider also serving in the Technical Assistance or Technical Advisor role.

Questions:

1. Will the second project in this RFP would be awarded at the same time as the first and run concurrently, or if the first project had to be completed to before work on the second began?

R. Project 1: Within 3 months of the execution of the sub-recipient agreement, consultant will provide guidance, technical assistance and support in identifying and implementing a comprehensive data management and reporting system for CDBG-DR Grant funds:

Project 2: Within 6 months of the execution of the sub-recipient agreement Consultant will provide City staff with technical assistance, advisory services and support for ensuring that compliance documentation and processes are in place for all CDBG-DR funded activities.

These activities will run concurrently. The sequencing of all activities, to the extent possible and as needed, will overlap in implementation.

2. To what extent, positively or negatively, will it be considered during the selection process by Purchasing or Public Works of a consultant who is both (1) a prime or subconsultant on the Technical Assistance and Advisory Services contract, AND (2) a prime or subconsultant on the Environmental and/or Design contract for this project?

Office of the Purchasing Agent
232 East Main Street, Suite 250 ■ Norfolk, Virginia 23510
Phone: 757-664-4787 ■ Fax: 757-664-4018



City of
NORFOLK

- R. There will be no impact, positively or negatively, on the consideration of consultant for the Technical Assistance and Advisory Services of a firm that is also a prime or subconsultant on the Environmental or Design contract.
3. The Technical Assistance RFP lists on Page 5 the "Creation of public engagement and communication materials" as a possible deliverable. Will the Technical Assistance firm be expected to lead the public engagement activities with the City for the totality of NDRC related activities?
- R. The contractor should be prepared to assist the city throughout the life of the contract. However, the City will be the lead organization in public engagement activities and will request advice and assistance from the contractor in this area.
4. How much of the five (5) percent of administration costs will the Commonwealth of Virginia allocate to the City of Norfolk?
- R. That amount has yet to be determined.
5. Please clarify the differences, if any, between the following requirements:
- a. *Section IV, D.III. Experience in Providing Services* requires offerors to provide a listing of relevant projects completed within the last three (3) years by the proposed Project Manager ("PM"). Reference projects should demonstrate applicable skills and experience to successfully complete the Scope of Work described in Services.
- R. It is up to the offeror to decide what experience it wishes to highlight and which clients it wishes to include as references.
- b. *Section IV, D.IV. Approach and Capacity* requires offerors to provide names, addresses and telephone numbers of at least three (3) jurisdictions for whom your agency provided services as requested above in the past two (2) years, from the date of issuance of this RFP.
- For the offeror's response for the three jurisdictions in Approach and Capacity refer to its response to the Experience in Providing Services?
- R. It is up to the offeror to decide what experience it wishes to highlight and which clients it wishes to include as references.
6. *Section I – Background, Purpose, and Scope of Services, C. Scope of Services, Services: Performance and Contract Management* states that the consultant's failure to meet mutually agreed upon task-specific deadlines may result in five percent (5%) penalty discount on the subsequent invoice. Please provide an example and/or otherwise clarify the base the five (5) percent would be calculated.
- R. The City anticipates issuing task orders for specific deliverables on an as needed basis over the life of the contract. Each of these task order will specify

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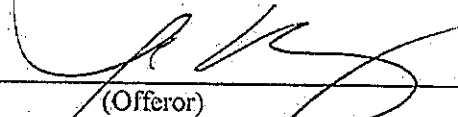
specific timelines and costs. If the task-specific timeline is not met, up to five percent penalty discount on that task order alone would be imposed.

7. Will there be more than one addendum issued, or will all questions be answered in a single addendum?

R. The City will issue additional addenda as needed.

All other provisions of the RFP shall remain unchanged. The provisions, herein, shall become part of the RFP package, and offeror shall acknowledge receipt of the addendum by signing in the space provided below and returning it with your proposal.

Name of Firm: HR&A ADVISORS

Signature: 
(Offeror)
JAMIE DANG

Sincerely,

Danny Hawk, CPPB
Procurement Specialist

Office of the Purchasing Agent
232 East Main Street, Suite 250 ■ Norfolk, Virginia 23510
Phone: 757-664-4787 ■ Fax: 757-664-4018



City of NORFOLK

September 3, 2016

TO: ALL POTENTIAL OFFERORS

RE: RFP 5186-0-2017/DT, Technical Assistance and Advisory Services for HUD-National Disaster Resilience Funding, Addendum 2

Due: September 7, 2016 at 2:00 p.m. Eastern Standard Time

The above referenced RFP is hereby amended and clarified to include the following revisions to the solicitation documents:

Clarifications:

The due date has changed to **September 13, 2016** at 2:00 p.m.

Questions:

1. We are aware that the City of Norfolk and the City of Norfolk Department of Public Works have released solicitations for "Technical Assistance and Advisory Services for HUD National Disaster Resilience Funding" and "National Disaster Resilience Competition (NDRC) - OHIO CREEK - Program Management Services," respectively.

- a. Can you please confirm that bidders are permitted to propose on both solicitations?

R: Bidders are permitted to submit proposals for both solicitations.

- b. Are bidders subsequently eligible for award of both contracts?

R: Bidders are eligible for award for both contracts.

2. Can you confirm that there is no conflict in pursuing/delivering bids for more than one of the NDRC Funding RFPs (Program Management, Technical Assistance, and Environmental Services), either as a Prime or a Sub-Consultant?

R: If a firm is awarded the Program Management contract either as a prime or a sub-contract, that firm will not be awarded a contract, either a prime or a subcontractor, over which the Project Management contract has decision making authority: i.e. environmental services, design services, construction services.

3. As the contract length is not determined at this point, but may last up to 7 years, how would the City like the fee proposal laid-out? Should there be an initial 12-18 month engagement fee proposal, and a separate 'on-call' fee proposal?

R: To maintain maximum flexibility, the City anticipates issuing task orders quarterly to identify needed technical advisory services and technical assistance services for that period of time. The bidder should present the fee proposal on an estimated annual and hourly basis by deliverable.

4. What is the extent of stakeholder engagement required for this contract? Will it be throughout the contract or focused on the initial 12-18 month engagement? The RFP discussed internal engagement, but lists an external engagement deliverable. Can you

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City of NORFOLK

clarify?

R: The Resilience Office anticipates that the successful bidder will provide technical support and technical assistance for stakeholder engagement. These services should be available to the City throughout the life of the contract. It is anticipated that the need for these services will be most acute during the initial 12-18 months of the contract.

5. Is there a conflict if a member of the team is currently contracting with the State of Virginia on CDBG work?

R: There would only be a conflict if the firm has been hired by the Commonwealth of Virginia to oversee the implementation of the NDRC contract.

6. The Technical Assistance RFP lists on Page 5 the "Creation of public engagement and communication materials" as a possible deliverable. Will the Technical Assistance firm be expected to lead the public engagement activities with the City for the totality of NDRC related activities?

R: The Resilience Office is seeking technical assistance and technical support from the successful bidder. It is not anticipated that the successful bidder will lead public engagement activities.

7. Section A. General indicates that there are expected to be a total of six (6) copies of the proposal and six (6) electronic CD copies of the proposal. Section A. General also states that pricing shall be submitted in a separate envelope marked "Price Proposal". Please clarify, the number of paper copies and electronic CD copies of the pricing proposal that are required to be submitted.

R: Submittals shall include one (1) original proposal and five (5) copies of the proposals for a total of six (6) copies of the proposals. One (1) electronic copy of the proposal with pricing. One (1) original price proposal in a separate envelope inserted into the original proposal.

8. Section A. General requires the proposal to be submitted on electronic CD copies in addition to the paper copies. Please clarify if the only approved electronic format is CD or if USB drives are acceptable.

R: CDs are preferred but USB drives are acceptable.

All other provisions of the RFP shall remain unchanged. The provisions, herein, shall become part of the RFP package, and offeror shall acknowledge receipt of the addendum by signing in the space provided below and returning it with your proposal.

Name of Firm: HR&A ADVISORS Signature: [Signature]
(Offeror) JAMIE DAVIS

Sincerely,

[Signature]

Danny Hawk, CPPB
Procurement Specialist

Office of the Purchasing Agent

232 East Main Street, Suite 250 ■ Norfolk, Virginia 23510

Phone: 757-664-4787 ■ Fax: 757-664-4018



City of
NORFOLK

September 7, 2016

TO: ALL POTENTIAL OFFERORS

RE: RFP 5186-0-2017/DT, Technical Assistance and Advisory Services for HUD-National Disaster Resilience Funding, Addendum 3

Due: September 13, 2016 at 2:00 p.m. Eastern Standard Time

The above referenced RFP is hereby amended and clarified to include the following revisions to the solicitation documents:

Questions:

1. The RFP indicates that "The City will not reimburse for cost associated with travel outside of Norfolk. Any reimbursement for travel costs outside of the City must be pre-approved by the City contract management staff." Please clarify how the City would like bidders to account for these costs in the price quote. For example, would the City like bidders to propose labor rates that are inclusive of travel costs (i.e., travel costs are built into the labor rates so there is no need for the City to separately approve and/or reimburse for travel costs outside of the City)? Alternatively, bidders could specify a set cost-reimbursable budget for travel costs, which could be tapped as approved by City contract management staff.

R: The City will not require the bidder to travel outside of the City on city business without authorizing the cost of that travel. That cost will be reflected in the pricing of the task orders that will authorize work by the city.

2. How much on-site presence does the City anticipate requiring over the life of the contract?

R: The City cannot be precise, but anticipates a significant need for on-site assistance, especially in the early months of the contract.

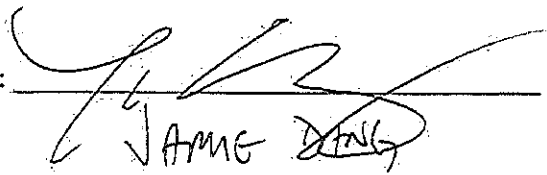
3. Does "travel outside of Norfolk" refer to travel of on-site personnel (Norfolk stationed personnel) to other locations for meetings, conferences and other coordination activities with other cities? Or does it mean the offeror cannot plan for travel for subject matter experts from other cities/states to travel to Norfolk to advise and contribute to the program?

R: The "travel outside of Norfolk" refers to the city requesting the provider to travel outside of Norfolk on behalf of the city of Norfolk.

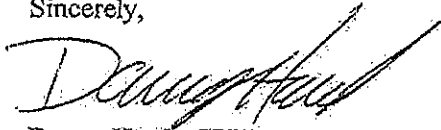
All other provisions of the RFP shall remain unchanged. The provisions, herein, shall become part of the RFP package, and offeror shall acknowledge receipt of the addendum by signing in the space provided below and returning it with your proposal.

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Phone: 757-664-4787 ■ Fax: 757-664-4018

Name of Firm: AREA ADVISORS Signature: _____
(Offeror)


JAMES DELONG

Sincerely,



Danny Hawk, CPPB
Procurement Specialist