



City of Norfolk

Department of Public Works

April 5, 2017

Mr. Mark Goodson
CB&I Environmental & Infrastructure, Inc.
150 Boush Street, Suite 701
Norfolk, Virginia 23510

Re: **National Disaster Resilience Competition (NDRC) – Ohio Creek – Program
Management Services – Indefinite Quantity Contract**

Dear Mr. Goodson:

Enclosed are two (2) sets of the Agreement for your signature. Please review, sign if you are in agreement and return all copies, along with your Certificate of Insurance for Professional Liability, for further processing. A fully executed copy will be provided upon completion.

Should you have any questions, please feel free to contact me at (757) 664-4631 or toni.alvarez@norfolk.gov or Scott Smith, P.E., LS, Coastal Resiliency Manager at (757) 441-2602 (ext. 233) or scott.smith@norfolk.gov.

Sincerely,

Toni Alvarez
Contract Monitoring Specialist

Encl: (2) sets of Agreement

cc: Scott Smith, P.E., LS, Coastal Resiliency Manager
E-Builder Project #17012



Inter Department Correspondence Sheet

TO: Scott A. Smith, PE, LS, Coastal Resiliency Manger

FROM: Martha P. McGann, Deputy City Attorney

COPIES TO: _____

SUBJECT: CB&I Environmental & Infrastructure / City
File #2016-188713-MPM

April 18, 2017

Please find enclosed a fully-executed original copy of the above Agreement with CB&I Environmental & Infrastructure. Please forward the original copy to CB&I and keep a copy for your file. Thank you.


Shelley H. Baker
Legal Coordinator II for
Martha P. McGann
Deputy City Attorney

MPM:sb
Enclosure

**AGREEMENT BY AND BETWEEN THE CITY
OF NORFOLK AND CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.**

This Agreement, dated this 2nd day of MARCH, 2017, between and among City of Norfolk, a municipal corporation chartered by the Commonwealth of Virginia, (the "City") and CB&I Environmental & Infrastructure, Inc. (the "Contractor").

WHEREAS, the City desires to procure program management services for the City as a sub-recipient to the Commonwealth of Virginia's HUD-National Disaster Resilience Funding and accordingly issued a Request for Proposals dated August 7, 2016, for such services (the "RFP"); and

WHEREAS, the Contractor is qualified in to provide such services and submitted its Proposal dated September 22, 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 provide Program Management services on an as needed basis for the NDRC-Ohio Creek Project as set forth in 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 - Proposal and
3. Exhibit C - Rate Schedule

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 C, (3) Exhibit B and (4) Exhibit A.

The City shall issue work orders for specific tasks to be performed by the Contractor, which shall include a detailed scope of work, compensation and any time requirements associated with each Work Order.

2) TERM

The term of this Agreement shall be for a period of seven (7) years, commencing on March 2, 2017.

3) COMPENSATION

The City will pay Contractor for work performed and in accordance with the hourly rates and reimbursable expenses set forth in Exhibit C.

The total amount payable for the first year of this Agreement shall not exceed Two Million and no/100 Dollars (\$2,000,000.00). The total amount payable under this Agreement shall not exceed Seven Million and no/100 Dollars (\$7,000,000.00).

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
501 Boush Street
Norfolk, VA 23510
Attn: Scott A. Smith, PE, LS
Public Works, Coastal Resiliency.

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. On or before November 1 of each succeeding Contract 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 (10) 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 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 \$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 \$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 fourteen (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 ten (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 copies of their certificates of insurance and such certificates shall contain the same information required in Subparagraph C above. Contractor shall furnish two copies of the certificates 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 reasonable expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit. The Contractor must pay all reasonable litigation costs, attorney's fees, settlement payments and any damages awarded. This paragraph shall survive the expiration or termination of this Agreement. Contractor shall not be obligated to indemnify any party, including the City and its representatives, to the extent that any losses, claims or damages result from the negligence or willful misconduct of the City or its representatives.

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 TERMINATION AND SUSPENSION

If Contractor fails or refuses to perform any of the terms of this Agreement, including poor services, work or materials, the City may, by thirty (30) days prior 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.

If the City fails to make payments to the Contractor in accordance with this Agreement, the Contractor having performed the Contractor's obligations hereunder, the Contractor may suspend services under this Agreement. The Contractor shall give thirty (30) days' written notice to the City before suspending services. In the event of a proper suspension of services, the Contractor shall have no liability to the City for delay or damage caused the City because of such proper suspension of services. The Contractor shall be paid all sums due prior to suspension and any direct expenses reasonably incurred in the interruption and resumption of the Contractor's services.

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 prior written notice may terminate this Agreement, with or without cause, in whole or in part, at any time. Upon termination, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), 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) WAIVER OF CONSEQUENTIAL DAMAGES

NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, SUCCESSORS OR ASSIGNS, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF OPERATION TIME, BUSINESS INTERRUPTION, COST OF REPLACEMENT POWER OR REPLACEMENT FACILITIES, HOWSOEVER CAUSED, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, INDEMNITY, WARRANTY, PROFESSIONAL LIABILITY, CONTRIBUTION, OR OTHERWISE.

14) LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, AND CITY'S REMEDY FOR ALL CAUSES OF ACTION ARISING HEREUNDER, WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, INDEMNITY OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED TWICE THE AMOUNT PAYABLE UNDER THIS AGREEMENT.

15) 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.

16) 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:

CB&I Environmental & Infrastructure, Inc.
150 Boush Street
Norfolk, Virginia 23510

17) 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.

18) SEVERABILITY

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

19) 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.

20) CHANGES

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

21) 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.

22) 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.

23) 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.

24) 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).

25) 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.

26) 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.

27) 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.

28) RIGHT TO AUDIT

The Contractor shall retain all books records and other documents relative to this Contract for five (5) years after final payment or until completion of an audit by the City. The City Auditor shall have full access to and the right to examine and duplicate any of such materials during that period.

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

**CB&I ENVIRONMENTAL &
INFRASTRUCTURE, INC.**

By 
Title: DIRECTOR, RESILIENCY SOLUTIONS

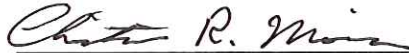
CITY OF NORFOLK

By 
Interim City Manager

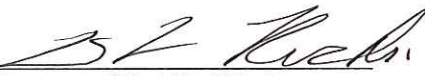
ATTEST:


City Clerk

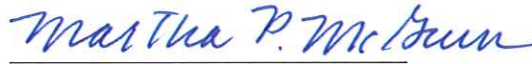
CONTENTS APPROVED:


Chief Resilience Officer

CONTENTS APPROVED:


Director of Public Works

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: \$ 2,000,000
ACCOUNT: 2500-41-9232-5501 FY17
VENDOR: VC0000113768
CONTRACT NO.: 26238

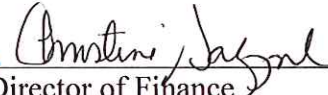

Director of Finance *BCM* 4/4/17
Date

EXHIBIT A

Posted: August 7, 2016

REQUEST FOR PROPOSAL

PROJECT: National Disaster Resilience Competition (NDRC) - OHIO CREEK – Program Management Services

Owner: City of Norfolk
Department of Public Works
810 Union Street, Suite 700
Norfolk, VA 23510
Contact: Scott Smith, P.E., L.S.
Tel: 757-823-4078 / Email: Scott.smith@norfolk.gov

1. A Pre-Proposal Conference will be held at 2:00 p.m., Wednesday, August 17, 2016, City Hall Building, 810 Union Street, 7th Floor Conference Room, Norfolk, Virginia 23510. Attendance is NON-MANDATORY.

2. Sealed Proposals must be received no later than 4:00 p.m. (e.s.t.), Thursday, September 22, 2016, addressed to Director, Department of Public Works, 810 Union Street, Room 700, Norfolk, Virginia 23510.

3. **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:	
Virginia State Corporation Commission Number:	
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:	

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SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES

A. Background:

The Commonwealth of Virginia has been awarded a Community Development Block Grant- Disaster Recovery (“CDBG-DR”) Grant in the amount of \$120,459,000. The City of Norfolk (the “City”) is a sub recipient of the Grant and \$115,549,000 has been identified for the Ohio Creek Watershed Transformation Plan, (“NDRC-Ohio Creek Project”).

It is anticipated that the design and construction of the NDRC–Ohio Creek Project will be completed by September 30, 2022, and the projected program budget is approximately \$115,500,000.

The NDRC – Ohio Creek Project consists of three water-management strategies. The first is to protect the shoreline so that high water levels in the river do not enter the neighborhood or the stormwater system. The second is to capture rainfall across the water shed to slow its flow into the stormwater system and provide additional storage for rainwater so that the water does not pond in the streets. The third is to introduce a living shoreline feature to minimize erosion and increase environmental wellness. The City proposes to use these water-management activities as opportunities to improve the neighborhood by increasing neighborhood connectivity, adding new and improved natural habitat and increasing resilience to flooding.

Individual elements consist of the following:

Shoreline Protection

- Elevated Roads
- Coastal Berm
- Floodwall
- Tide Control Devices
- Living Shorelines

Stormwater Management

- City-installed Rain Gardens
- Pervious Street Paving and Walkways
- Greenscape and Box Culvert
- Stormwater Pumping Stations
- Protected and enhanced Wetlands

Community Amenities

- Permeable Walkways
- Newly Developed Sports Fields
- Waterfront Park Space
- Newly Planted Trees

In order to successfully manage this program, the City is seeking Program Management (“PM”) services from a qualified firm to augment the City’s Program Management Team for the NDRC–Ohio Creek Project. The City will separately procure Technical Advisor/Technical Assistance services to assist with management of United States Department of Housing and Urban Development (“HUD”) CBDG-DR requirements, Design

Services to include urban design, civil engineering, environmental services, and Construction Management services.

In addition to successfully planning for, constructing and commissioning the infrastructure required to meet the community needs, the City will also focus on planning, preparing and integrating our business operations associated with the new infrastructure. The PM will be integral in the support of these goals.

B. Purpose:

The purpose of this Request for Proposals ("RFP") is to procure PM Services for the City as a sub-recipient to the Commonwealth of Virginia's HUD-National Disaster Resilience Funding. The City seeks proposals from experienced firms to provide the needed services to support and advise the City on CDBG-NDR regulatory issues, program management, program administration, coordination and communication of grant activities with other City projects, as well as additional activities as defined in the scope of services.

C. Scope of Services:

The scope of work to address the above stated purpose is as follows:

1.0 Engagement Management

- 1.1 Program charters, timelines, goals, metrics and deliverables - Develop and update program charters, timelines, goals, metrics and deliverables.
- 1.2 Engagement management, reporting, administration - Develop engagement Project Plan and provide regular reporting on the engagement status. PM will coordinate with Design Team for Public Engagement.

2.0 CDBG-DR Risk and Compliance Infrastructure and Monitoring

- 2.1 All compliance and risk management activities - Perform all compliance and risk management activities as identified in the Oversight and Monitoring Plan and Risk Management Plan.
- 2.2 Training associated with CDBG-DR compliance - Provide regular training to City staff and vendors on CDBG-DR compliance related issues.
- 2.3 Compliance reviews and periodic reporting (monthly) - Develop a compliance review methodology for desk reviews and on-site reviews of CDBG-DR funded projects. Perform regular compliance reviews of CDBG-DR funded projects. Develop monthly compliance reports indicating the compliance status of each project and any known issues/risks. [Technical Advisor/Technical Assistance Provider will develop]
- 2.4 Briefings on federal compliance requirements and updates - Develop written (e.g. PowerPoint, e-mail, etc.) and provide verbal briefings on CDBG-DR compliance requirements. [Technical Advisor/Technical Assistance Provider will develop]
- 2.5 Project Compliance Oversight and Monitoring -Develop Oversight and Monitoring Plan for all CDBG-DR funded projects and carry-out monitoring activities consistent with an agreed upon frequency specified in the plan. [Technical Advisor/Technical Assistance Provider will develop]

- 2.6 HUD Audit preparation and support - Assist the City with HUD Audit preparation through the compilation of documentation related to CDBG-DR funded projects and help the City to address any questions that may arise in this process.
- 2.7 Program risk management and analysis - Develop a Risk Management Plan for all CDBG-DR funded projects. Perform regular risk assessment, mitigation, and status tracking to close-out any identified issues and risks.
- 2.8 Communication of CDBG-DR compliance to HUD - Provide any assessments/reports regarding CDBG-DR to HUD as requested by the City.
- 2.9 Procurement compliance - Review all applicable procurement regulations, laws (Federal, State- and local) and provide analysis/review as requested of procurement activities (e.g. RFP review) related to CDBG-DR funded projects. Develop Request for Documentation ("RFD") form for vendors receiving any CDBG-DR funds and review documentation as provided for compliance with all applicable laws and regulations. [Technical Advisor/Technical Assistance Provider will develop]
- 2.10 Vendor invoice compliance validation - Review vendor invoices and supporting documentation with an agreed upon frequency specified in the Oversight and Monitoring Plan.
- 2.11 Preparation and meetings with City Council and other parties - Prepare reports/documentation related to CDBG-DR funded projects for City Council or other meetings as requested.
- 2.12 Briefing meetings to discuss key developments with City Partners - Attend briefing meetings to discuss key developments with City Partners.
- 2.13 Meeting minutes - Develop meeting minutes for certain meetings attended with City CDBG-DR stakeholders as requested.
- 2.14 Development, maintenance and monitoring of compliance dashboard - Develop and maintain a dashboard providing information on CDBG-DR compliance.
- 2.15 CDBG-DR Program Management ("Best Practices" & Training) - Provide Program Management Training for City staff aligned with the projects identified in the NDRC Grant Application for the Ohio Creek Watershed Transformation Plan. Frequency and timing to be discussed and agreed in advance with the City.
- 2.16 Document Control - Develop a document control and management system to provide support for the NDRC CDBG-DR grant. Manage all required documentation for all projects funded by NDRC CDBG-DR grants in the document control and management system, and provide City staff training and support (e.g. password establishment and reset) to use the document control and management system. [Technical Advisor/Technical Assistance Provider will develop]
- 2.17 IT Oversight - Assist the City to identify opportunities to enhance system functionality to tailor to CDBG-DR fund disbursement, tracking, and reporting requirements.
- 2.18 Other Support/Consulting Functions (as required by the City) - Identify other support and consulting functions required by the City on a case-by-case basis as ad hoc requests and assist with these activities only after written request from the City to facilitate the efficient use of the project budget. The City anticipates these requests to be limited to no more than one per week.

3.0 Program and Portfolio Management

- 3.1 Program Administration - Provide general program administration tasks, including scheduling and attendance at program related meetings, preparing meeting minutes, recording and tracking action items.
- 3.2 Program Capital Budget - Develop Program Capital budget including phasing, cost schedules and cost projections.
- 3.3 Project Cost Validation - Development of independent estimates at each project phase (action plan, procurement, design completion, start of construction)
- 3.4 Project Oversight and Monitoring
 - 3.4.1. Oversight of project health/performance - Provide oversight of program and project health/performance (milestones, earned value, schedule performance index (“SPI”) and cost performance index, (“CPI”)) through continuous assessment of project data.
 - 3.4.2. Regular reporting to City of project performance - Regular, standardized reporting to City of project performance at project and program level (defined in greater detail in below tasks)
- 3.5 Project Risk Analysis - To support project planning tasks at each project stage, identification of technical, commercial, financial and regulatory risks for probability and likelihood of impact on project performance
- 3.6 Program Management Software
 - 3.6.1 Data input into industry standard project management software- Inputting and managing all project cost and schedule data using industry standard software (MS Project, Primavera, GIS, and/or other proprietary cost management tools)
 - 3.6.2 Cost/schedule online dashboard tool. - Key cost/schedule and project health information to be provided to the City utilizing an online dashboard tool.
- 3.7 Project Execution Plans (“PEP”) - Development and maintenance of project specific information dossiers that compile all relevant technical, commercial, financial, risk, etc. information to support City planning and decision tasks
 - 3.7.1 Project Scope Definition - Development of project concept and objectives for planning and stakeholder input purposes. Will be further refined for work package planning and development tasks (e.g. design, construction, specific research/studies, etc.)
 - 3.7.2 Cost/Capital Planning/Budget Development - Development and detailing of project costs at each project phase for planning and budgeting purposes (e.g. design, construction, operation and specific studies/assessments, etc.)
 - 3.7.3 Project Lifecycle Cost - Develop life cycle costs and annual Operating and Maintenance (“O&M”) cost for each project.
 - 3.7.4 Schedule/time table development and coordination - Development and detailing of project timetables for planning and coordination purposes. All related data will be incorporated into detailed project schedules and integrated master schedules.
 - 3.7.5 Resource planning - Development of resource plans highlighting stakeholders/roles/responsibilities needed to support City for execution of each infrastructure project

- 3.7.6 Project Risk Assessment - Inclusion of all risks identified in risk analysis phase into PEP document for incorporation into all project-specific planning and coordination activities.
- 3.7.7 Communication management - Development of plan for required stakeholder vetting, public outreach and vendor awareness/guidance.
- 3.7.8 Procurement management - Based on scope definition, development of contract work package planning and execution strategy to be incorporated in integrated master schedule and action plan revisions/amendments.
- 3.7.9 Change management - Standardized recording of all scope/cost/schedule changes and risk/issue triggers to be included in all planning and cost management efforts.
- 3.7.10 Close-out management – Prepare detailed plan for execution of project close-out. (plan, documents, register, approvals timetable)
- 3.8 Integrated Master Scheduling
 - 3.8.1 Development of program wide schedule - Development of CDBG-funded program wide schedule.
 - 3.8.2 Development of project schedules - Development of project schedules covering all key activities from action plan development, capital planning, definition, procurement, design, construction, through to close-out.
- 3.9 Quality Review
 - 3.9.1 Review Project Deliverables - Review various project deliverables, including coordination and tracking comments and responses.
 - 3.9.2 Manage Standards Consistency - Coordinate reviews between projects and manage standards consistency. Review resilience strategy to ensure program is maintaining City's Resilience Values.
- 3.10 Land Entitlement/Easements
 - 3.10.1 Identify Easements/Acquisitions - Evaluate the need for easements (permanent, construction, access) or property acquisition for project completion.
 - 3.10.2 Easement/Acquisition documentation - Ensure that the appropriate land entitlement documents are obtained and land entitlement conditions are met during the design and construction of all projects.
- 3.11 Program Level Permitting
 - 3.11.1 Identify Permitting Requirements - Identify all local, state and federal permitting required to implement program.
 - 3.11.2 Monitor and Track Permitting - Monitor and track all permitting required to implement the overall program, including project level permitting.
- 3.12 Business Operations Plans - Work with City Departments to develop integration plan for new infrastructure into City inventory. Identify staffing requirements required to provide for the maintenance and operation of new infrastructure.
- 3.13 Communication Assistance (project definition, outreach)

- 3.13.1 Outreach sessions and sharing of project information - Support City with conducting outreach sessions and sharing of project information to help inform project scope based upon PEP project definition and communication plans. Assist with public meetings. Prepare slides, handouts, and outreach materials.
- 3.13.2 Integrating public comment - Integrating public comment into project definition and planning documents.
- 3.14 Infrastructure Program Capital Planning/Budgeting- Develop and maintain project-specific and infrastructure-program wide capital plans and budgets for plans, approvals and contract evaluations.
- 3.15 CDBG-DR project implementation design - Detailed design of project, identifying detailed cost estimate, milestones, and services needed to be procured to implement project effectively, with appropriate oversight.
- 3.16 CDBG-DR project execution - Execution assistance for each project, roles and level of effort defined by PEP's and project implementation design.
- 3.17 Project Closeout - Project close-out assistance through compilation of documentation, registers and monitoring of outstanding item resolution.

4.0 Action Plan Support/Amendment

- 4.1 Action Plan – The Commonwealth is developing the Action Plan document and will require inputs in line with program requirements (cost, schedule, project logistics, etc.) from the City.
- 4.2 Ongoing HUD Reporting, Audit Prep and Support - In response to HUD requests regarding project-specific expenditure or in preparation for HUD visitation, compiling required information and/or providing project cost and schedule information in a standardized format for all infrastructure projects
- 4.3 Ongoing Compliance Consultation - Ad hoc advice based on regulations and HUD policy guidance.
- 4.4 Training / Outreach Support for Grant Recipients - Provide Trainings and Outreach support to grant recipients, partners, and City Staff aligned with the projects identified in the Ohio Creek Watershed Transformation Plan.

5.0 Design Services Procurement

- 5.1 Develop RFQ
 - 5.1.1 Develop RFQ - Develop RFQ based on scope definition documents to identify potential qualified design firms.
 - 5.1.2 Identify requirements for deliverables - Identify requirements for cost and schedule earned value reporting (milestones, man-hours) and formats for deliverables to be included.
- 5.2 Public Announcement - Support City in issuing public announcement information regarding upcoming tenders.
- 5.3 Vendor Procurement
 - 5.3.1 Confirm compliance with bid process – Ensure that the bid process is in compliance with City, State and HUD procurement laws and regulations.

5.3.2 Document bid evaluation assurance plan - Document bid evaluation assurance plan. (Technical and commercial opening, independent scoring confirmation)

5.4 Technical Evaluation

5.4.1 Document technical evaluation process - Document technical evaluation process and criterion, input industry standard practice, where appropriate.

5.4.2 Document bid evaluation - Document completion of bid evaluation process.

5.5 Contract Award - Support City in issuing notice of award, and coordination of vetting for approvals by both parties.

6.0 Construction Management Services Procurement

5.1 Develop RFQ

5.1.1 Develop RFQ - Develop RFQ based on scope definition documents to identify potential qualified construction management firms.

5.1.2 Identify requirements for deliverables - Identify requirements for cost and schedule reporting (milestones, man-hours) and formats for deliverables to be included.

5.2 Public Announcement - Support City in issuing public announcement information regarding upcoming tenders.

5.3 Vendor Procurement

5.3.1 Confirm compliance with bid process – Ensure that the bid process is in compliance with City, State and HUD procurement laws and regulations.

5.3.2 Document bid evaluation assurance plan - Document bid evaluation assurance plan. (Technical and commercial opening, independent scoring confirmation)

5.4 Technical Evaluation

5.4.1 Document technical evaluation process - Document technical evaluation process and criterion, input industry standard practice, where appropriate.

5.4.2 Document bid evaluation - Document completion of bid evaluation process.

5.5 Contract Award - Support City in issuing notice of award, and coordination of vetting for approvals by both parties.

Additional deliverables will be defined through the task order process.

SERVICES:

Performance and Contract Management

Timeliness and Responsiveness – The selected Consultant shall return the City's Program Management Team's phone calls and/or e-mails within forty-eight (48) hours. City Program Management Team and the consultant(s) will develop mutually agreed upon deadlines 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.

Fees and Costs

The selected consultant will be responsible for keeping track and monitoring 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. In general, the City will not reimburse for cost associated with travel outside of the City. Any reimbursement for travel costs outside of the City must be pre-approved by the City contract management staff.

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.

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/bids.aspx.

C. Pre-proposal Conference:

There will be a pre-proposal conference on August 17, 2016 at 2:00 p.m. at 810 Union Street, 7TH Floor Conference Room, Norfolk, VA 23510. Attendance is NON-MANDATORY.

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 Scott Smith, at scott.smith@norfolk.gov. If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on City's website www.norfolk.gov/bids.aspx. 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 website www.norfolk.gov/bids.aspx 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 3:30 p.m. on September 12, 2016. Questions received after that time will not be considered. The answers to questions submitted will be provided in an Addendum which shall be posted on September 16, 2016.

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 7, 2016
Pre-proposal Conference	August 17, 2016, 2:00 PM
Question Deadline	September 12, 2016, 3:30 PM
Addenda Issued	September 16, 2016
Proposals Due	September 22, 2016, 4:00 PM
Oral Presentations, if any	October 5, 2016
Negotiations	October 12, 2016
Intent to Award posted	October 19, 2016
Executed Contract	November 18, 2016
Contract commences	November 21, 2016

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:

Director
Department of Public Works
810 Union Street, Room 700
Norfolk, Virginia 23510

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will 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 within the discretion of the City. It is the intent of this RFP that all services be provided complete in all respects without need by the City to engage separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Technical Criterion	Points
Experience in Providing Services	40
Approach and Capacity	35
Team Qualifications	20
Overall quality, completeness, and responsiveness of the proposal	5
TOTAL	100

V. Selection Committee:

1. Selection Committee: The Owner will establish Selection Subcommittee with relevant subject-matter expertise in reviewing and evaluating proposals received to this solicitation. Each proposal will be evaluated by a subcommittee of six (6) individuals consisting of:

- The Director from the Department of Public Works
- The Project Manager requesting the service, or his/her designee;
- Personnel from the Office of Budget and Strategic Planning, or his/her designee;
- Personnel from the Resilience Office, or his/her designee;
- A professional from within local government who possesses expertise in the relevant field; and
- The Public Works Finance Operations Manager, or his/her designee.

The Selection Subcommittee members shall first evaluate the proposals on the basis of criteria other than price. The members shall either complete the numerical grading and provide a written explanation stating the reasons for the rating for each criteria, or if using the wholly qualitative evaluation criteria, the members shall provide a rating of a proposal as highly advantageous, advantageous, not advantageous, or unacceptable and state the reasons for the rating for each criteria.

2. Selection: The City will select an applicant generally according to the procedures described in the City's Competitive Negotiation Section 33.1-37. The Selection Subcommittee 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. A Proposer may receive the maximum percentage, a portion of this score, or no percentage at all, depending upon the merit of its RFP Response, as judged by the Selection Subcommittee in accordance with:

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 Submission, 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.
3. Ownership: All proposals and/or documentation submitted therewith are City property for all purposes. Offerors 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 Proposals.
 4. 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 professional fees and/or costs associated with providing the services.
 5. Effect: This RFP 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 contract executed by the City and the selected offeror, if any, is the exclusive statement of rights and obligations extending from this solicitation.
 6. Proposal Review: In accordance with the City's Competitive Sealed Proposals Section 33.1-37, the review committee will evaluate each proposal 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 offerors solutions prior to the selection completion date. Consultants should be prepared to provide such a demonstration in a timely fashion.

7. 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 do 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 shown in 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 Department of Public Works.

Y. Protests:

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the Director of Public Works 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 Department of Public Works 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. Cooperative Procurement:

The procurement of goods and/or services provided for in the resulting contract is being conducted pursuant to Virginia Code § 2.2-4304. Therefore, the successful offeror agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to the resulting contract or from this procurement and in accordance with Virginia Code § 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful offeror or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the successful offeror.”

SECTION III – CONTRACT TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a period of seven (7) years.

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 Section III of this Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in Section III 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 November 1st 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.

MINORITY PARTICIPATION

It is the policy of the City of Norfolk to facilitate the establishment, preservation, and strengthening of small businesses 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-minority firms to provide for the participation of small businesses and businesses owned by women and 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 submission, to describe any planned use of such businesses. Please include in your proposal whether your firm or any of your sub-consultants is a minority owned business described by one of the following categories: African American (male), African American (female), Caucasian (female), Hispanic (male), Hispanic (female), Asian American (male), Asian American (female), American Indian (male), American Indian (female), Eskimo (male), Eskimo (female), Aleut (male), Aleut (female), Other (male), Other (female).

NORFOLK BUSINESSES

It is also the policy of the City to support Norfolk businesses and workforce development, and the City encourages companies with corporate offices in Norfolk, and which employ Norfolk residents, to compete for City contracts. Please include in your proposal information regarding the location of your offices, the offices of your sub-consultants, and the employment of Norfolk residents by your firm or by your sub-consultants.

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 Consultant.

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.

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 copies, (either CD or USB Storage Device). 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 Original Proposal and copies shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

Director
Department of Public Works
810 Union Street, Room 700
Norfolk, VA 23510

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, marked “**NDRC - Ohio Creek – Program Management Services**”. The time and date of receipt shall be indicated on the envelope or package.

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;

Proposals shall address the below areas, not exceeding the stated page limitations of 20 pages, exclusive of appendices. 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. The only exception to the page size will be info graphics and schedules in the Approach and Capacity Section, maximum page size for infographics and schedules shall be 11” x 17”. Note: for page-counting purposes, a page equals a one-sided sheet; an 11”x 17” page will count as one page.

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. INTRODUCTION OF OFFEROR
- III. EXPERIENCE IN PROVIDING SIMILAR SERVICE
- IV. APPROACH AND CAPACITY
- V. EXCEPTIONS TO THE CITY’S CONTRACTUAL TERMS AND CONDITIONS
- VI. 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 & ATTACHMENTS A, B, C, D, E, AND F FILLED, SIGNED or INITIALED AS NECESSARY

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.

All other Attachments are supplied by the City as information.

II. INTRODUCTION OF OFFEROR

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/bids.aspx>.

III. EXPERIENCE IN PROVIDING SERVICES

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:

- a. Project Name.
- b. Description of PM Role.
- c. Percentage of Time as related to the total worked on the Reference Project.
- d. 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).
- e. Proposed Cost and Final Billing Cost, provide reason(s) for cost variances
- f. Proposed number of days for completion and actual number of days for completion, provide reason(s) for variances.
- g. 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,
- b. Demonstrate experience working collaboratively with

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.

V. 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.

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: _____

End of Page

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: _____

End of Page

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 Consultant.

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

Initial: _____

End of Page

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: _____

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 FOR PROFESSIONAL SERVICES CONTRACTS

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32. DISCRIMINATION DUE TO BELIEF
33. CONFIDENTIAL FINDINGS
34. LOBBYING

- A. During the performance of this contract, the Contractor agrees as follows: The will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor 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 Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 subcontractor or Consultant. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction by the Department, the Contractor 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 Contractor 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 Contractor 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 Contractors 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 Contractors (except where proposed Contractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor 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 Contractor 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 Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor'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 Contractor 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 Contractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Contractor where the Contractor has notice or knowledge that the Contractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor'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 Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor 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 Contractor 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 Contractor or Consultant. The Contractor 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 Contractor 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 Contractor 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 Contractor and all Contractors 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 Contractors and Contractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or Contractors, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor 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 Contractor.
- C. If the Contractor 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 Contractor 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 Contractor 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 Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor 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 Contractor 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 Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor 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 Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor 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 Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor 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 Contractor shall not enter into any subcontract with any Contractor 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 Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's Contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Contractor to the Contractor by the terms of the contract documents insofar as applicable to the work of Contractors and to give the Contractor the same power

as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

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

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its Contractors 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 Contractor or the Contractor's Contractors 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 Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor 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 Contractor 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 Contractor 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 Contractors with such regulations, and shall be responsible for the submission of affidavits required of Contractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor 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 Contractor 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 CONTRACTOR

The Contractor 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 Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The CONTRACTOR 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

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

End of Page

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: _____

End of Page

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: _____

End of Page

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 Consultant.

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

Initial: _____

End of Page

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, Pictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

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 FOR PROFESSIONAL SERVICES CONTRACTS

CONTENTS:

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
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
6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
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
10. FLOOD DISASTER PROTECTION
11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
12. INSPECTION
13. REPORTING REQUIREMENTS
14. CONFLICT OF INTEREST
15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
16. PATENTS
17. COPYRIGHT
18. TERMINATION FOR CAUSE
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21. SUBCONTRACTS
22. DEBARMENT, SUSPENSION, AND INELIGIBILITY
23. BREACH OF CONTRACT TERMS
24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
25. CHANGES
26. PERSONNEL
27. ANTI-KICKBACK RULES
28. ASSIGNABILITY
29. INTEREST OF SUB-RECIPIENT
30. POLITICAL ACTIVITY
31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
32. DISCRIMINATION DUE TO BELIEF
33. CONFIDENTIAL FINDINGS
34. LOBBYING

- A. During the performance of this contract, the Contractor agrees as follows: The will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor 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 Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 subcontractor or Consultant. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction by the Department, the Contractor 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 Contractor 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 Contractor 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 Contractors 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 Contractors (except where proposed Contractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Contractor 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 Contractor 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 Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor'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 Contractor 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 Contractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Contractor where the Contractor has notice or knowledge that the Contractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor'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 Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor 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 Contractor 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 Contractor or Consultant. The Contractor 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 Contractor 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 Contractor 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 Contractor and all Contractors 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 Contractors and Contractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or Contractors, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor 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 Contractor.
- C. If the Contractor 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 Contractor 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 Contractor 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 Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor 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 Contractor 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 Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor 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 Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor 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 Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor 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 Contractor shall not enter into any subcontract with any Contractor 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 Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's Contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Contractor to the Contractor by the terms of the contract documents insofar as applicable to the work of Contractors and to give the Contractor the same power

as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

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

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its Contractors 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 Contractor or the Contractor's Contractors 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 Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor 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 Contractor 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. 276e). The Contractor 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 Contractors with such regulations, and shall be responsible for the submission of affidavits required of Contractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor 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 Contractor 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 CONTRACTOR

The Contractor 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 Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The CONTRACTOR 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

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. **CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

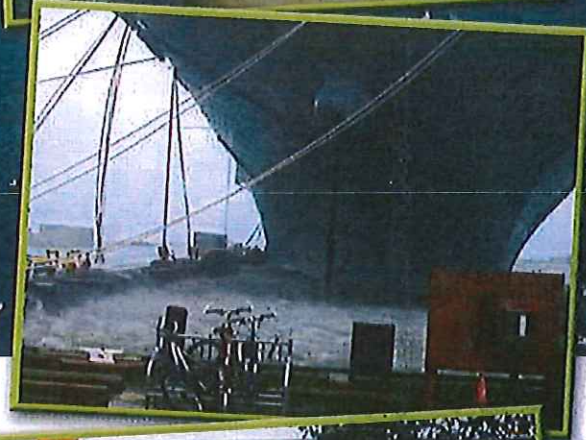
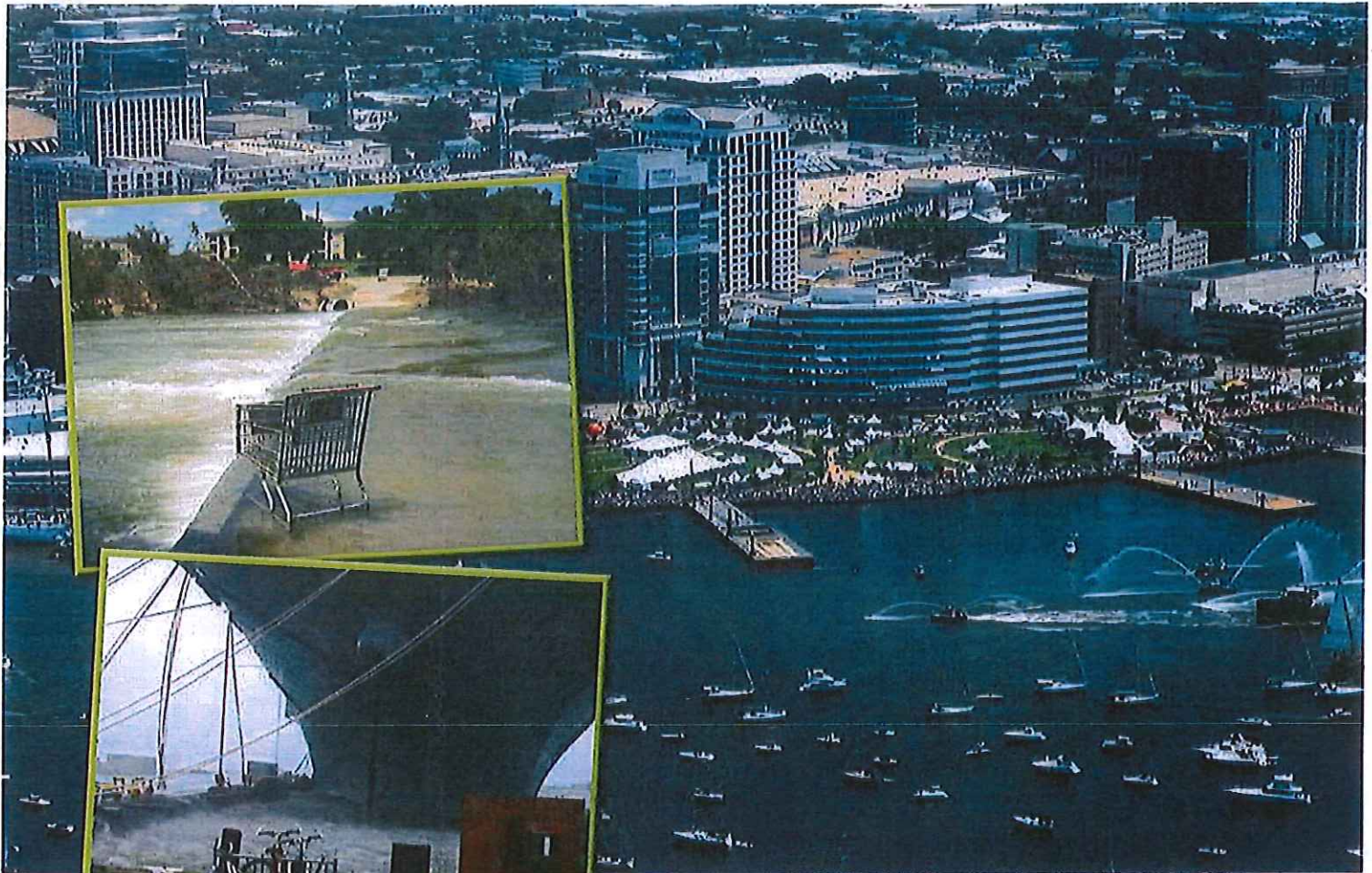
34. **LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

End of Page

EXHIBIT B



Original



NORFOLK National Disaster Resilience Competition Ohio Creek – Program Management Services

September 2016



CB&I Environmental & Infrastructure, Inc.



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REQUEST FOR PROPOSAL

PROJECT: National Disaster Resilience Competition (NDRC) - OHIO CREEK – Program Management Services

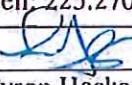
Owner: City of Norfolk
Department of Public Works
810 Union Street, Suite 700
Norfolk, VA 23510
Contact: Scott Smith, P.E., L.S.
Tel: 757-823-4078 / Email: Scott.smith@norfolk.gov

1. A Pre-Proposal Conference will be held at 2:00 p.m., Wednesday, August 17, 2016, City Hall Building, 810 Union Street, 7th Floor Conference Room, Norfolk, Virginia 23510. Attendance is NONMANDATORY.

2. Sealed Proposals must be received no later than 4:00 p.m. (e.s.t.), Thursday, September 22, 2016, addressed to Director, Department of Public Works, 810 Union Street, Room 700, Norfolk, Virginia 23510.

3. ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 TS #2 PL #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:	CB&I Environmental & Infrastructure, Inc.
Virginia State Corporation Commission Number:	F1515255
Offeror Contact Name:	Mark Goodson
Offeror Contact Email Address:	Mark.goodson@cbi.com
Offeror Contact Telephone Number:	Telephone: 225.932.2782 Cell: 225.270.5581
Authorized Agent Signature:	
Authorized Agent Name (Printed):	Tyson Hackenberg
Authorized Agent Contact Email:	tyson.hackenberg@cbi.com
Authorized Agent Contact Phone:	Cell: 225-229-2840
Date of Proposal:	September 22, 2016



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2. Introduction of Offeror

Executive Summary

Project Contact and Authorized Representative

Project Contact:
Mark Goodson
Cell: +1.225.270.5581
mark.goodson@cbl.com

Authorized Representative:
Tyson Hackenberg
Cell: +1 225 229 2840
tyson.hackenberg@cbl.com

CB&I Virginia Offices
150 Boush Street
Norfolk, VA 23510
1725 Duke St., Suite 400
Alexandria, VA 22314

Overall Capabilities

The CB&I team is uniquely qualified to provide program management services for the NDRRC Ohio Creek Project.

The CB&I Team Offers the City of Norfolk
Local presence and real-time, on-the-ground understanding of the opportunities, challenges, and stakeholders associated with the Ohio Creek Project
Unmatched experience with large-scale, recovery and resiliency infrastructure program management funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR) program
In-depth knowledge of HUD's National Disaster Resilience (NDR) Program and unmatched experience with CDBG-DR compliance for capital programs
Capacity to Manage the Project of this size (staying on schedule and on budget) and coordinating between City departments
Understanding of the nature of the work to be performed – outreach, design, environmental, construction, & construction management – because we have performed them ourselves on similar projects
No gaps in experience or capabilities; we are ready to hit the ground running from day one
Commitment to helping build the City of Norfolk's capacity for program longevity and asset management
Ability to tailor lessons learned, best practices, procedures, processes and systems to our client's needs, based on CB&I's experience over 125 years in design, procurement, construction and program management.

Approach for Accomplishing Services

Our approach to accomplishing the requested services will include:

- Immediately mobilizing an integrated project team that embeds staff from our team directly into your organization with assignment of staff to key project positions based on their technical capabilities regardless of company affiliations. On-site staff will immediately be supported by a pool of Technical Advisors on whom staff can rely for on-demand, problem-solving expertise.
- Employing a responsive organizational structure with clearly defined lines of authority and communication, span of control, and streamlined access to resources to enhance field operations and to meet the needs of the project as dictated by the construction schedule and progress.
- Leveraging our proven program management procedures that have been used for 30 years on CB&I projects to enhance safety & health, compliance, quality, cost & schedule effectiveness, and coordination with stakeholders.
- Utilizing experienced project management staff that has direct work experience associated with the scope of the contracts, maximizing institutional knowledge, lessons learned, industry best practices, coupled with direct experience in implementing CDBG-DR-funded projects.
- Adapting structured resource management processes to handle workload fluctuations, maximize resource efficiencies, and control costs, while applying the right skill set as needed to achieve project objectives.
- Applying new technologies, where appropriate, to achieve efficiencies while providing maximum visibility to the City of Norfolk on project and program status and HUD compliance.
- Implementing progressive procurement strategies to optimize schedule performance, reduce risk, and control costs.
- Helping Norfolk strike a balance between great design and practical implementation by lending our experience with large, complex, resiliency projects.

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As with any large, innovative program, we can anticipate certain challenges or barriers, such as those associated with work coordination and schedule, CDBG-DR compliance, and long-term asset management. However, the CB&I Team has its finger on the pulse of global resiliency best practices and will be prepared to overcome said challenges by applying seamless integration and communication, as well as technology to track all program components and provide complete visibility on all program expenditures. We will collaborate with City staff, technical assistance consultants, designers and other stakeholders to maximize efficiency and integration, and deliver the best possible product for the City. Furthermore, the Team will add value to the program by identifying and incorporating cost savings and revenue generation opportunities into program management, including efficiencies through task integration, energy efficiency and sustainability, and programming of assets.

Qualifications to Perform Needed Services

The CB&I Team brings proven experience with large and complex programs for declared natural disasters. No other firm has addressed such a wide array of disasters and resiliency efforts. We will bring our experienced staff, processes, procedures, systems, lessons learned and best practices. We have managed more than \$5 billion in state and federal funds allocated to disasters in the past five years and have completed significant projects in housing and infrastructure sectors.

Our experience includes program management, asset inventory, design and design oversight, construction management, site restoration, environmental review, testing and cleanup, mobilization and start-up, contractor prequalification, quality assurance/quality control (QA/QC), appeals, compliance monitoring, issue tracking and fraud, waste, and abuse coordination, document management and records retention, and accounting and reporting on contracts of similar size and scope in New York, New Jersey, Texas, and Louisiana.

Principal Personnel

The CB&I team is comprised of experienced professionals that cover a broad range of expertise who will work together as a cohesive team and perform all task assignments successfully. Collectively, our team brings extensive experience, technical knowledge, and familiarity with the NDRC funding, needed to ensure that project objectives are met.

Beginning with the CB&I Team's Program Executives and continuing through to our Task Leads, our principal personnel have extensive experience designing, managing, and supporting large recovery and resiliency programs:

John Moody, PE Program Executive – Licensed professional engineer with over 30 years of design and construction experience and more than 10 years of experience in disaster recovery program management, totaling \$3 billion in CDBG-DR funding.

Mark Goodson, Program Executive – Landscape architect with extensive experience in public finance, including CDBG-DR program design and management; served as an SME in Rockefeller Foundation Resilience NDRC Academies.

Amy Courville, Project Manager – Experienced project manager who has delivered hazard mitigation infrastructure and disaster recovery projects in Louisiana and New York, including those funded by CDBG-DR.

Jordanna Rubin, LEED AP, Engagement Management Lead – Over 15 years of experience with stakeholder engagement for resilience and sustainability planning and program management initiatives; served as an SME in Rockefeller Foundation Resilience NDRC Academies.

Angela Lawson, CDBG-DR Compliance & Monitoring Lead – Over 7 years of CDBG-DR program management experience for state agency, including NDRC application and procurement.

James Andermann, Budget & Planning Lead – Landscape architect and experienced project manager with over seven years of public sector experience, including capital planning and budgeting, and the delivery of infrastructure and CDBG-funded projects; served as an SME in Rockefeller Foundation Resilience NDRC Academies.

Adrienne Duncan, Procurement Lead – Over 7 years of experience working in disaster recovery projects including federal regulations and federal disaster recovery programs and CDBG-DR Funding.

Ella Camburnbeck, LEED, Action Plan Lead – CDBG-DR project administration consultant with over seven years of experience providing program management support to government agencies, including City of New Orleans for NDR implementation.

Tom McNellan, PE, Local Resiliency Advisor – Licensed engineer with over 40 years of experience in coastal infrastructure, flood defense, and offshore structures; contributor to Norfolk's NDRC application.

We are committed to this important program. The senior management team will stay in place throughout the duration of the program and consists of team members with extensive experience relevant to this project. Resumes of our principal personnel are located in *Appendix A*.



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3. Experience in Providing Services

The CB&I Team

Based on the requirements of the RFP and our proposed approach to the scope of work identified herein, CB&I curated a team of “best-in-class” professionals – with experience working together – all focused on one goal: helping the City of Norfolk successfully deliver the NDRC-Ohio Creek Project. Bringing together the companies of CB&I Environmental & Infrastructure, Inc. (CB&I), GCR, HR&A, KW Consultants, and McNeilan & Associates, provides not only qualified and effective program management that will achieve measurable results but also technical expertise to understand the unique needs of this program, including CDBG-DR requirements. The experience of this team is unmatched and is demonstrated in the full project descriptions found in *Appendix B* of this proposal.

CB&I, a 100-Resilient Cities Platform Partner, is a global construction, technology, and professional services company with over 45,000 employees worldwide, 500 of which are in Virginia. CB&I managed over \$17 billion in recovery and resiliency programs over the past 40 years, including \$17 in CDBG-DR programs over the past 10 years and provided technical assistance to over 50 jurisdictions during the HUD National Disaster Resilience Competition (NDRC). We have completed planning, design, permitting, construction and construction management of shoreline protection, stormwater management, and community amenity projects throughout the U.S. This comprehensive experience makes CB&I highly qualified to serve as the Program Manager for the NDRC-Ohio Creek Project.

GCR, Inc. is an international professional services firm that partners with government and commercial clients to deliver consulting services and technology solutions in disaster resiliency, public safety, right-of-way and urban planning. Based in New Orleans, GCR has gained first-hand knowledge of disaster recovery and urban resiliency. That experience, has led to GCR becoming a trusted advisor to state and local governments across the country for CDBG-funded recovery and resiliency activities. Most recently, GCR is helping several jurisdictions with the implementation of NDR projects, including the City of New Orleans.

HR&A Advisors, Inc. (HR&A), is an industry-leading real estate, economic development and public policy consulting and real estate firm. They 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. HR&A has also been involved in some of the most progressive and high-profile resiliency initiatives in the U.S., including, Rebuild by

Design, 100 Resilient Cities, and HUD’s NDR. HR&A will leverage this experience to provide quality reviews, as well as support the Capital Planning and Budgeting task and serve as an NDR Program advisor.

KW Consultants is a full-service, woman-owned grant administration firm dedicated to helping governments and nonprofit agencies achieve their community development goals through strategic planning, funding development, and comprehensive grant services. As a nationally recognized expert in the CDBG-DR programs and a Certified CDBG Grant Administrator, KW helps its clients succeed in the complex world of state and federal grant compliance. For this project, KW will provide CDBG-DR training, and support the development of the Monitoring Plan as well as the Action Plan.

McNeilan & Associates is a Norfolk-based, woman-owned, small business and engineering firm. Since 2014, McNeilan has been a consultant to the City’s adaptive resilience, flood mitigation, and strategy development. McNeilan will support the Risk Management, Design Services Procurement, and Permitting tasks, as well as serve a local resilience advisor.

The CB&I team commits to the City that we have the capacity and capability to manage a project of this size.

Exhibit 3-1: The CB&I Team

Firm	Role and Responsibility
	→ Program & Portfolio Management → Engagement Management → CDBG-DR Compliance and Monitoring → Budget & Planning → Construction Management & Design Services Procurement
	→ Procurement → Engagement Management → Compliance & Monitoring → Reporting → Action Plan
	→ Quality Reviews → Capital Planning & Budgeting → Business Operations Plan → NDR Advisor
	→ CDBG-DR Training → CDBG-DR Monitoring Plan → Action Plan
	→ Entitlement & Permits → Community Amenities → Local resilience advisor → Design Services Procurement

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Exhibit 3.2: CB&I Team Qualifications

Qualifications		Scope of Work Areas									
		NRDC	Shoreline Protection	Stormwater Management	Community Amenities	Engagement Management	CDGB-DR	Program & Portfolio Management	Action Plan Support / Amendment	Design Services Procurement	Construction Management Procurement
CB&I	- Managed more over \$3B in CDBG-DR funding over the past 10 years - Experience with NRDC applications and implementation - Turn-key expertise with shoreline protection, stormwater management & community amenities projects - Program manager for largest infrastructure project in US Army Corps of Engineers (USACE) history: Inner Harbor Navigational Canal (IHNC) and Surge Protection Barrier - \$1.7B design/build project	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
GCR	- CDBG-DR expertise & HUD relationships gained from experience with multiple disasters - Recent CDBG-DR monitoring, procurement & action plan support in Louisiana, New York & New Jersey - Currently providing NDR implementation support to New Orleans, Springfield, MA, and Shelby County, TN	✓				✓	✓	✓	✓	✓	✓
HR&A	100 Resilient Cities Strategy Partner for Norfolk Resilience Strategy - Currently working with Norfolk on affordable housing study - Provided technical assistance to 67 jurisdictions, including Virginia, throughout NDRC	✓			✓	✓	✓	✓	✓	✓	✓
KW	- Experienced trainer for the Council of State Community Development Agencies - Former Indiana State CDBG Director - Responsible for development of Action Plans for Midwest Floods and Ike CDBG-DR Supplemental appropriations						✓		✓	✓	✓
McNeilan	- Former Project Manager of Norfolk's city-wide coastal flooding contract - Leading advocate for Norfolk on matters of resilience - Over 40 years' experience with coastal infrastructure and risk analysis	✓	✓	✓			✓		✓	✓	✓



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Project Manager

CB&I proposes Ms. Amy Courville as our Project Manager for the NDRC-Ohio Creek Project. Ms. Courville has been with CB&I for over six years bringing her leadership, management, interpersonal skills, years of executive level consulting experience, and over a decade of work in disaster management program development, implementation, execution and planning. She combines scientific expertise and extensive working knowledge in disaster-funded infrastructure projects to provide subject matter expertise for community development programs. Ms. Courville is a problem solver who coordinates closely with jurisdictional stakeholders including engineers, procurement specialists, elected officials and residents to identify and implement the best solution to reach the greatest good for the community. She currently provides CDBG-DR consulting and management services to government clients in the Gulf Coast and the Northeast U.S. and looks forward to serving the City of Norfolk community.

Project Name & Description Client Reference	PM Role	Percentage of Time	Proposed Cost	Final Cost	Proposed Completion	Actual Completion
FEMA Hazard Mitigation Grant Program throughout Louisiana; Provided management directly to 9 different local Communities through separate contracts with each community for over \$47 M in infrastructure and residential mitigation projects. Reference: Guy Cormier, St. Martin Parish President, 337-394-2200 parishpresident@stmartinparish.net	Manager, FEMA and Mitigation Subject Matter Expert (SME)	100%	\$1.4 M	\$1.4 M	2015	2015
Louisiana Small Rental Property HUD CDBG-DR Program Long-term Compliance Manager; Effective management and policy guidance through a 62% decrease in staff while having over a 25% increase in workload applied to the team. Reference Lisa Bergeron, OCD-DRU Baton Rouge State Office Building 150 North 3rd Street, Suite 700 Baton Rouge, Louisiana 70801 Telephone: 225-763-8700, Ext. 2003	Manager and Compliance SME	80%	\$56.8 M	\$56.5 M	January 2015	January 2015
New York City Rapid Repairs FEMA Public Assistance Emergency Program; Chief of Staff over a 300 personnel Program Management Office and over 3,000 craft laborers in the field. Reference Franco Morizlo Director of Preconstruction & Rehabilitation New York City Housing Recovery Office 250 Broadway, 24th Floor New York, New York 10007 Telephone: 212-615-8002	Chief of Staff	100%	\$51 M	\$51 M	August 2016	August 2016
HUD NDRC Isle de Jean Charles Resettlement Project; Provide strategy, data collection, and outreach efforts for Native American Climate Change Resettlement Project. Reference: Mathew Sanders, Policy Advisor, Louisiana Office of Community Development – Disaster Recovery Unit, 504-556-9787, mathew.sanders@la.gov	Manager, Federal funding Disaster Homeowner Program SME	80%	\$79,720 to date	TBD	October 2016	In Progress

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Project Name & Description Client Reference	PM Role	Percentage of Time	Proposed Cost	Final Cost	Proposed Completion	Actual Completion
New York City Build It Back HUD CDBG-DR Program; Provide compliance and claim submission for National Flood Insurance Program (NFIP) Increased Cost of Compliance (ICC) and City Acquisition homeowner case management. Reference Franco Morizio Director of Preconstruction & Rehabilitation New York City Housing Recovery Office 250 Broadway, 24th Floor New York, New York 10007 Telephone: 212-615-8002 fmorizio@recovery.nyc.gov	NFIP, CDBG, and FEMA SME	30%	\$43 million	TBD	Per City direction and Program requirements	In Progress
Louisiana Emergency Assistance Rehabilitation Program Operational Plan; supports FEMA's National Disaster Housing Strategy and the development of a plan pre-disaster that is implementable, sustainable, and focused on supporting and maintaining resilient communities. Reference Mark Riley Deputy Director, Disaster Recovery GOHSEP Telephone: 225-925-7500 Email: mark.riley@la.gov Patrick Forbes Executive Director OCD-DRU Telephone: 225-219-9600 patrick.forbes@la.gov						



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4. Approach and Capacity

Approach and Methodology

Strategy Overview

CB&I proposes a holistic approach to successfully managing the NDRC – Ohio Creek Project. As a global company with a strong local presence and strategically located offices, our approach places a high value on teamwork. We deliver impactful recovery and resiliency projects using Community Development Block Grant – Disaster Recovery (CDBG-DR) dollars. We will ensure that the City implements a successful, effective, timely and compliant NDRC – Ohio Creek Project that protects shorelines, captures rainfall, and supports the introduction of a living shoreline, while creating a model for resilient water management for other regions of Norfolk and Virginia.

The CB&I team will accomplish this by:

- Keeping on schedule and on budget;
- Integrating project management and CDBG-DR compliance;
- Collaborating with multiple city agencies, social initiatives, and community groups;
- Building the City's and partner agency's capacity to manage assets through education and training

CB&I will lead the program management team as prime consultant with support from our teaming partners. While CB&I will be the key point of contact, with the project manager placed in the City's Resiliency Office the City will have direct access to each CB&I team member, when desired. Our team is composed of experts in disaster recovery, resiliency, the National Disaster Resilience (NDR) program, CDBG-DR processes, compliance, community engagement, land use regulations, and program management of infrastructure projects, thus mirroring the scope of work for this program.

CB&I's work includes interaction and coordination with local companies, and local, state, and federal agencies including HUD, U.S. Army Corps of Engineers and FEMA. This interaction allows us to develop very open and effective relationships. This team will leverage these relationships and work together with contractors and other stakeholders to communicate program goals and successfully deliver the necessary program tasks. Specific deliverables are outlined in detail in the project management chart located later in this section.

Our Approach and Team Will Bring:

- ✓ Proven track record integrating capital program management and CDBG-DR compliance
- ✓ Overall breadth and depth of knowledge of NDR and HUD programs
- ✓ Ability to coordinate between City departments
- ✓ Capacity and experience with large-scale program management of infrastructure, storm protection, disaster recovery and resiliency
- ✓ Understanding and perspective of other areas of program – Design, Environmental, Outreach, and Construction
- ✓ No learning curve – part of overall process from inception to implementation

Task 1 – Engagement management

Community buy-in and support is critical to the success of the NDRC – Ohio Creek Project. Engagement management for the program is integral to timely delivery of its projects and building capacity within the City to manage the impacts of the individual projects for, during, and after construction. The CB&I team is clear that the ultimate goal of the plan is to protect residential housing from nuisance flooding and future coastal inundation, while creating new connections and amenities for an at risk neighborhood. No matter how well planned a project is, it will create some level of inconvenience and disruption to the resident's lives. As such, we are committed to regular, accurate and timely delivery of information to the City and its residents to successfully manage expectations, and help them plan and adjust according to the work schedule.

In addition, HUD emphasizes the need to provide meaningful, inclusive opportunities for individuals to learn about and participate in the project initiatives. To that end, there is a responsibility to ensure all individuals that will benefit from, or be impacted by, the Ohio Creek Watershed Transformation projects are provided access to information and key documents throughout the lifecycle of the projects.

The CB&I team will create an Engagement Management Plan that will include two main components: (1) City of Norfolk and Partner Agency Engagement and (2) Community Engagement.

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City and Partner Agency Engagement

CB&I will work with the City to establish clear goals, common definitions of objectives and a path forward for project implementation. Together we will identify, engage, and achieve buy-in from key internal city stakeholders and partner agencies. Strategies for engagement with the City of Norfolk and Partner agencies, will include (a) Development and maintenance of program charters, timelines, goals, metrics, and deliverables; (b) Development of online dashboard for sharing program progress information; (c) and reporting schedule for presentation of progress to City council, staff, and partner agencies.

Community Engagement Plan

The Community Engagement Plan will include a communication strategy that will provide information on the progress of the program and the effect on the daily lives of the residents in order to manage the expectations of the public on such things as traffic, quality of life (noise, vibration, dust, road closures, etc). Engagement may be facilitated through public forums, public notices, the City's website, social media, and a toll-free number for impacted citizens.

The CB&I team's community engagement strategy will be built around the needs of the City and design & construction teams. With guidance from the City, stakeholders may include elected officials, the local Community Boards, community based organizations, utility companies, and local businesses.

The Community Engagement Plan will contain all necessary HUD citizen participation requirements. Among those requirements: City's Language Access Plan (LAP) and

Comprehensive Website Management Procedures. The LAP outlines the policies and procedures by which the City will ensure it provides meaningful access to its programs and activities for persons with limited English proficiency.

The GCR team is experienced implementing programs utilizing the requirements associated with the development of an LAP (including the four-factor analysis), having developed such plans for the State of New York, Jefferson Parish, LA, and St. Tammany Parish, LA. Similarly, the website management procedures outline the information and documentation that is posted to the grantee's website, when it is posted, the person(s) responsible for posting it, and the process for ensuring the site is maintained over the duration of the grant.

The team will work closely with the City to determine the policies that exist with respect to citizen participation requirements, identify gaps, and make the needed revisions or additions to ensure there are complete, compliant, and actionable policies and procedures in place.

Task 2 – CDBG-DR Risk and Compliance Infrastructure and Monitoring

The CB&I team integrates capital program management and CDBG-DR compliance to deliver successful projects. Transitioning from conceptual design to a fully formed program or project requires thoughtful consideration on a number of key topics. This includes eligibility criteria, the method by which the CDBG-DR funds will be distributed or disbursed (which City agencies or partners 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 or compromising deadlines.

CB&I, GCR, HR&A, and KW Associates will advise on CDBG-DR risk and compliance issues related to program design and project implementation. The entire team will work together to develop approaches and policies to address those regulatory risks and CB&I will develop mechanisms for incorporating into the day-to-day program management.

CDBG-DR Compliance Strategy

Integral to both the design and implementation of CDBG-DR 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 will provide support in all areas of regulatory compliance where needed. We bring expertise in the areas of procurement, contract management, financial management, record keeping, beneficiary tracking and reporting, and duplication of benefits verifications, among others.





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Moreover, GCR developed a compliance toolkit that includes checklists, templates, forms, guidance documents, and other materials that will be immediately available to the City, Virginia Office of Community Development, City Department of Grants Management, HUD and any partners.

We will work with the City to develop any needed policies and procedures that require approval by the City Council.

Additionally, we will assist and lead, where needed, with the City's preparation and coordination with Federal auditors and other external reviewers to provide data and information required in supporting audit activities. CB&I and GCR team members routinely provide audit support related to our administration of public programs. Having collectively conducted and participated in multiple HUD audits in Louisiana, City of New Orleans, New York State, and the City of New York, we know the procedures and expectations for maintaining a transparent and auditable process.

Our strategy and process will include the following elements:

- **Preparation for the monitoring visit (or audit):** Create a project plan based on HUD's monitoring checklists; detail project and program reviews to determine strengths and weaknesses, and create a prioritization tool for addressing risk; Meet with senior City staff to provide programmatic updates, identify possible risks, and identify an execution strategy for corrective actions.
- **Monitoring visit logistics:** Provide guidance on scheduling the entrance meeting, overall management of visit detailed program and project reviews, site visits, and the exit meeting. Best practices for providing access to both physical files and electronic records; the management of communications with HUD personnel during the audit; and details on logistics related to meeting spaces, internet connectivity for HUD personnel, and similar items. The CB&I team will directly communicate with HUD on compliance issues when requested by the City.
- **Post-monitoring visit activities:** We will include how to identify and provide additional documentation to HUD following the completion of the audit but prior to the results of the audit being issued; what to expect in the report resulting from the audit, including insight on HUD's standard practices and explanations of typical terms used in the report; and how to respond to the monitoring report effectively and in a timely manner with respect to corrective actions that will be taken to address any issues identified during the audit process.

Training/Outreach Support

The CB&I team will work with the City and all partner agencies to ensure they have thorough knowledge of the applicable regulations, clear policies and procedures established to guide actions, lines of communication and a common understanding of roles and responsibilities between the grantee and the CB&I team.

We use a stress test to determine where needs or deficiencies exist and provide relevant, actionable guidance, forms, templates, sample documents, and similar items to support the partners' activities.

CB&I team member KW Consultants will provide both group and one-on-one trainings on key topics, including procurement and contract management, financial management, record keeping, duplication of benefits, or any topic requested by the City. As projects progress, our team establishes regular checkpoints (e.g. monthly status reports and invoice reviews) as ongoing mechanisms to gauge subcontractor performance and compliance.

Ultimately, our goal is to support the City and fulfill its ongoing responsibility to ensure its partners act in a compliant manner. We are prepared to provide immediate assistance in all areas of identified need.

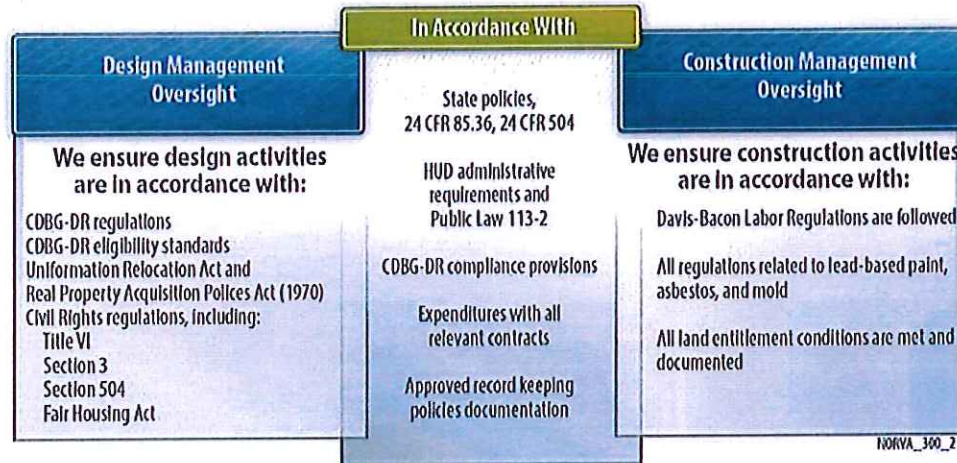
Oversight and Monitoring Strategy

Our comprehensive approach to grant and fiscal management and oversight processes will be to deploy systems, policies, and procedures that integrate financial discipline with data management and migration to support an audit function and enhance compliance in a web-based platform.

It is likely that the City and its partners will encounter regulatory challenges during the lifecycle of the CDBG-DR 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 will create an oversight and monitoring plan composed of systems and processes to ensure compliance with all contractual, programmatic, and regulatory requirements.

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Design & Construction Management Oversight

As identified above, we outlined our approach and understanding of compliance with applicable laws and regulations. During the design and construction procurement process, we will assist the City as requested to review and provide analysis for any and all procurement laws. Some of the activities associated with the basis of design guidelines, procurement design services, monitoring and control; construction activities associated with the procurement process/advertisement/award, monitoring and control, and project close out are outlined further in Tasks 5 and 6.

Procurement/Contract/Change Management Procedures

The CB&I team will develop policies and procedures consistent with federal, state and city guidelines to manage procurement and contracts. We also develop change management process to effectively identify and manage new developments as they arise in the scope and design process.

We will guide the City and its partners regarding the overall requirements related to procurement as well as the specific requirements associated with funding provided under 24 CFR 85.36 and 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, make recommendations to the City and its partners regarding the enforcement of penalties and provide technical assistance directly to poorly performing vendors.

Risk Management Strategy

Project risk management is a continuing responsibility of the Project Manager throughout the project lifecycle. Development of a project risk register that adequately represents the project risk requires the project team to have a thorough understanding of the contract, scope of work, work breakdown structure, and execution approach. The project risk register will be prepared during the Planning Phase and is kept current during the entire PM lifecycle. It is updated anytime there is a material impact on the project scope, budget, schedule, or quality.





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Financial Management Procedures

The CB&I team will assist the City in establishing and maintaining financial processes. Financial transactions will flow through the City's own financial accounting system to support the validity of each transaction.

The financial procedures include the process by which CB&I assists the financial and accounting functions of the City to include the following:

1. Tracking submittal and receipt of advances, versions, change orders, payments, and reimbursements;
2. Preparation of capital budgets (quarterly and annually);
3. Development and monitoring of cash flow models by funding source;
4. Preparing summary financial reports for all funding sources on a monthly basis;
5. Supporting funding decisions on capital budget requests and making adjustments to all related cash flows models;
6. Supporting the overall project funding strategy that demonstrates how to blend different sources of funding into a project.

We will implement an efficient and customized application to systematically capture and report the recovery activities. CB&I team members will create a database application, using QuickBase or another suitable platform, to enhance the automated storage and tracking of invoice payments and financial transactions. Our approach is to implement a relational database that captures dates, payments, and descriptions of invoice activity with sufficient information to identify the funding sources, the project, and the invoice status. It will also create an audit trail that can easily reconcile with accounting records by recording payment vouchers and purchase orders.

Reporting Strategy

The CB&I team will work with the City of Norfolk to establish a schedule for submitting reports to the City for approvals and updates on program processes. The City will have daily access to the Program dashboard for status updates. In addition, we will create detailed project reports and briefing memos for City Council and City partners, based on the expectation of the client that summarizes activities, project progress, compliance issues, allocation and availability of funding, and itemization of each project's expenditures, and more.

The CB&I team will use HUD's Disaster Recovery Grant Reporting System (DRGR) to report performance metrics to HUD in accordance with established requirements. Key financial performance indicators will be utilized to highlight financial progress and any gaps in performance and/or funding

by using a mix of turnover ratios, cash models, percentages of completion, projections, and other analytical tools to improve the efficiency and effectiveness of the various funding sources. Beyond standard Disaster Recovery metrics, the NDR program requires the additional reporting of Resilience metrics, which will be incorporated into the DRGR system for this program.

Document management and storage

We will establish and maintain a program portal with different libraries, tools, databases, connections and documents providing comprehensive content management. This will accelerate business processes and facilitate information sharing across the different stakeholders. The portal will operate as a single point of access and operate as a collective project environment for participants.

Secure document storage and sharing can be accomplished via iDocs, CB&I's document management system, or another system, if the City prefers. We have previously installed similar systems, obtaining certification by the Department of Defense for Federal document access and retrieval protocols. For some information, a geographic information component is vital. Our system includes a geographical data component with a map and graphical location tool. This powerful tool will ensure all documents are properly organized, classified and stored, using a unique barcode number for each document to allow for identification and rapid retrieval.

Task 3 – Program and Portfolio Management

Program Management Experience

As the City already knows, the NDRC - Ohio Creek Project is much more than just water management, it is a series of interventions aimed at protecting and improving lives and communities. The CB&I team can manage a large program with various tasks of significant magnitude. Our previous experience demonstrates overall abilities in program management, project design, project controls (i.e. scope, schedule and budget), utility coordination, construction management, procurement, and oversight.

Additionally, our teaming partners GCR., HR&A, KW, and McNeilan & Associates also have considerable experience in program management, having participated over the last 20 years in the management of major public building and spending programs. Each of the CB&I member teams has overlapping core competencies that mirror the scope of work for this program and will support the program in overlapping service areas while working together towards successful program completion.

CB&I prepares a management plan for every project or task order to ensure all team members understand the scope of

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work, schedule, and their roles and responsibilities. CB&I offers our proven Program Delivery System (PDS) for program management and daily review and analysis of program performance. This system and our management plan are based on the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK®). Our PDS embodies our corporate systems and standard operating procedures used to manage both projects and programs. CB&I's PDS has proven, refined, and is currently being used on more than 10,000 concurrent projects valued at \$6 billion annually.

Program Administration Set Up

Master budget

A program budget and individual project budgets will be set up. These budgets will capture all costs associated with individual projects and how they relate to the overall program budget. The project budgets will include phasing, cost schedules, and costs projections associated with design, acquisition, construction, community engagement and any other associated fees for each project.

Integrated Master Schedule

We will develop a Master Program schedule and individual project schedules that will include all activities required to deliver the project through completion. Integrated Master Schedule (IMS) is cost loaded and is developed at each project level with activity logic relationships linked to the program allowing an accurate status of the project performance for both budget and schedule.

Coordination with the City's Capital Investment Plan

One of the key aspects of this program is to maximize the benefit in the implementation of repair and resiliency solutions. A careful consideration of the City's Capital Investment Plan, alongside the available funding from Insurance, FEMA and CDBG-DR will allow development of strategic solutions where the total is more than the sum of the parts. The CB&I team will maintain a clear separation of funding since each funding source allocates funds for specific uses which must be respected or modified, according to needs, and with the approval of the funding source. However, with careful administration and procurement procedures and awareness for the separation of funds, projects can be structured in a way that would offer more comprehensive solutions that will impact a community only once, as opposed to multiple contracts for different components.

Equally important is to develop a procurement plan that reduces construction costs by increasing competition and reducing mobilizations, thus allowing contractors to work in the most efficient and economical way.

Project Quality Review and Oversight Strategy

CB&I institutionalized quality with our Quality Management System (QMS). CB&I uses a Quality Management System (QMS) for planning and tracking all metrics and deliverables that need to be monitored to ensure the projects are completed in a way that satisfy expected outcomes. Exhibit 4.1 identifies our QA implementation on large, complex programs. Our overall approach to quality is to understand both the contract and specifications and the customer's requirements and needs, and to subsequently plan and perform the work in a manner that meets those needs.

The CB&I team will develop and submit to the City a QA/QC plan in a manner that verifies that the projects are executed consistently with all contractual requirements. This includes resilience performance values as established as a part of the NDRC application and HUD contract negotiation. The CB&I team, which includes HR&A and McNeilan and Associates, will coordinate with the City of Norfolk's Resilience office to ensure that the engagement, design and construction of the NDRC – Ohio Creek Project are consistent with the City's established Resilience values. The team will ensure that performance metrics are established, baseline measurements are recorded, and everything is set up in HUD's DRGR system for developing reports for both HUD, the City, and partner agencies. We will ensure that activities are monitored and analyzed for outcomes and that regular reports are provided.

Project Management Software

The CB&I team delivers highly visible and complex billion dollar programs through the effective use of cutting-edge tools and technology. We are able to deliver projects using industry standard program management software such as MS Project, Primavera, GIS, and QuickBase, or innovative tools such as 4D Building Information Modeling (BIM). BIM is leveraged as a critical management tool allowing project functional groups to interact on the same visual plane to promote planning, coordination, mitigation and execution of the project. BIM also combines CAD components with time schedules and cost, financial modeling associated with grant administration, and real-time reporting.

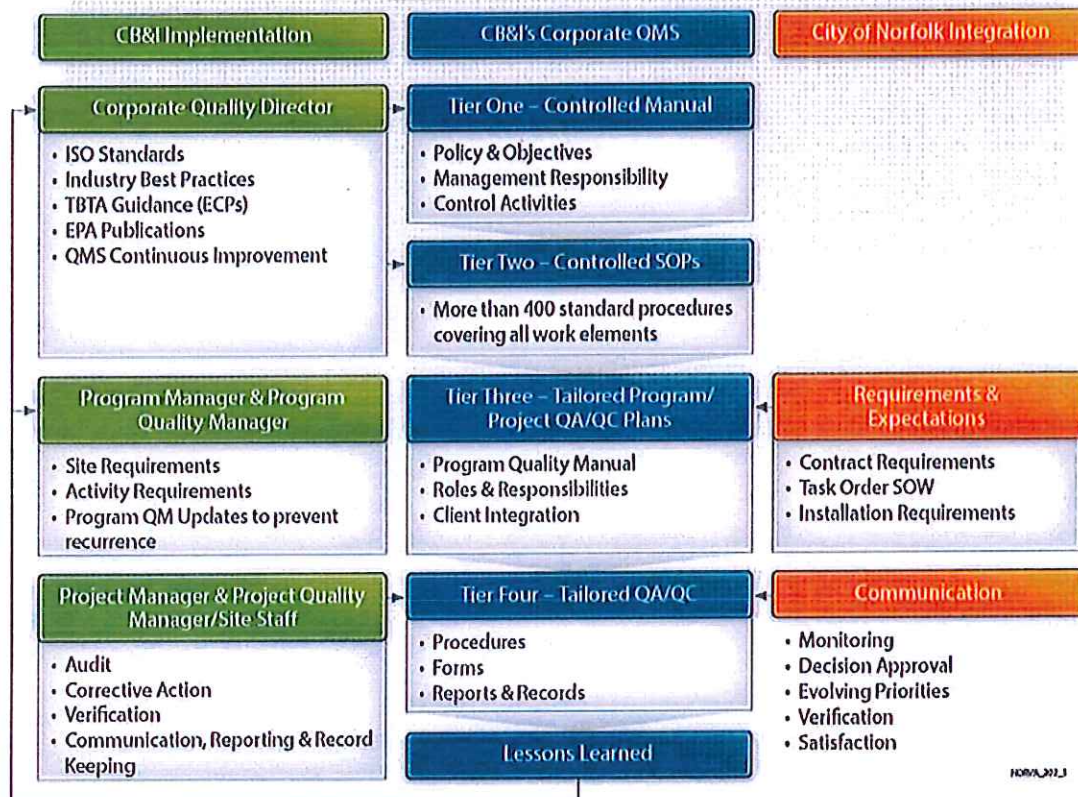
All tools will be integrated into a single online dashboard for the City. This includes project management, document control, and reporting for easy access to project status information. CB&I currently using a customized Quickbase tool to manage the New York City Housing Authority (NYCHA) Resiliency & Renewal Program.



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Exhibit 4-1: QA Implementation



Program Execution

Project Execution Plans ("PEP")

Execution plans drive us to manage interfaces internally and externally and ensure accountability between our project team and our supporting functional groups, as well as with the City of Norfolk and our sub-contractors.

CB&I's PEP typically includes the following sections:

Project Description	Scope of Work	Technical Approach
Organization	Design Narrative	Mobilization Plan
Safety Plan	Scope Management	Work Breakdown Structure (WBS)
Schedule	Cost Control Plan	Change Management
Quality Plan	Staffing Plan	Communication Plan
Risk Management Plan	Procurement Plan	Project Closure

CB&I uses the following methods to support project execution and focus on deliverables:

Mobilization

The initial phase of NDRC – Ohio Creek Project execution, the mobilization phase, consists of conceptualizing an organizational structure and defining standard operational procedures for the CB&I team, to create a special purpose entity that must achieve its goals within the City's own organizational framework. The objectives include data gathering, implementation of priorities identified in the data gathering process, and identification of funding for administrative costs.

Ramp up

During the Program Ramp up period, the organization structure and strategies identified will be set up and critical activities must occur. The objectives in this period include the immersion in the funding process, obtaining definition and commitment of funds and solidification of the team and development of protocols that will guide the interactions between the CB&I team and the City. We are conscious of the

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public's expectations and the need to show results as soon as possible. During the ramp up phase we will identify and pursue "quick wins", i.e.: projects that can be completed in short time, to demonstrate a program underway, not just in a planning phase.

During this phase, we will create the Project Execution Plans for each project contained within the NDRC – Ohio Creek Project, and obtain the stakeholders buy-in and the City's approval.

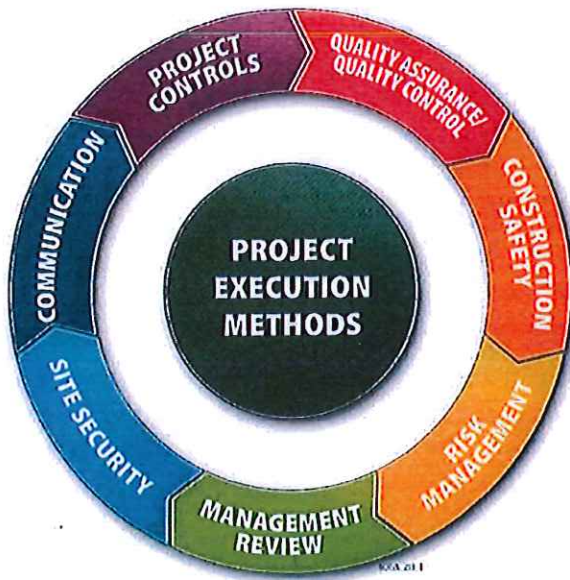
The Project Execution Plans will contain, at a minimum:	
Provide Scope Definition:	Define project concept and objectives for individual projects, as well as their relationship to the larger Ohio Creek Watershed Transformation Plan
Decision-Making Process:	Utilization of a stakeholder management planning to determine decision making processes throughout the various phases of each project
Project delivery strategies:	Analyze and recommend alternative project delivery strategies. In order to offer cost, schedule or coordination benefits
Project Bundling:	Consider the potential for cost savings and efficiency in bundling projects of similar nature or adjacent location, standardizing procurement or reducing mobilizations
Master Budget:	Develop project budget to capture all costs associated with individual projects and how they relate to the overall program budget. The project budget will include costs associated with design, construction and any other associated fee for each project
Project Lifecycle and Operations and Maintenance Costs:	Develop budget for annual operations and maintenance for each project
Schedule/Timetable Development:	Develop, alongside the Design team a work plan including packaging, phasing, and sequencing of the project in a way that ensures the most expeditious mode of delivery for the entire program. The timetables will include all potential schedule impacts and issues to ensure schedules are maintained
Environmental Considerations:	Identify any environmental or site considerations related to the project and identify procurement of any required professional consultants related to these conditions
Staffing and Resource Needs:	Identify CB&I team, agency, and partner staffing needed for completion of project construction, as well as continued operations and maintenance for each project
Risk Factors:	Identify preliminary risk factors and controls based on the Program Risk Management Planning Strategies
Project Communication Plan	Identification of project stakeholders and methods of outreach, communication, and guidance for all identified stakeholders and vendors.
Procurement Plan	Identification of vendors and consultants needed for project completion and methods of procurement
Design and Construction oversight	Provide strategy for vendor oversight to ensure that budget, schedule, coordination, and quality requirements are achieved
Change Management Plan	Develop change management process to effectively identify and manage changes as they arise in the design process. Procedures will require an analysis to verify that requested scope changes do not trigger a re-scoring of the City's NDRC application. If a re-scoring is unavoidable than necessary steps will be taken to manage the process to ensure the best outcome for the City.
Close-out Management Plan	Develop plan to ensure that all approvals, expenditures are completed in a timely fashion and that all necessary documentation is acquired to facilitate a simple close-out process



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Exhibit 4-2: Project Execution Methods



Operations

The continued operations phase of program consists of the execution and monitoring of the major activities. This includes the progress reporting and effective use of funds in terms of its programmatic execution and fiscal utilization. The objectives include monitoring the use of awarded funds, monitoring and reporting on the progress of the program and the identification of any corrective measures that may be needed in order to comply with schedule and budget.

According to the approach outlined above, below, is a description of the structure recommended in order to execute the plan.

Regulatory requirement Tracking and Management

The CB&I team will continually track and monitor all regulatory issues such as reviews, permits, and any environmental regulation

Land easements and acquisitions – We are experienced in land acquisition, right-of-entry, right-of-way surveys, property boundary surveys and maps, and associated legal descriptions. CB&I will:

- Work with the City of Norfolk to identify all properties within project boundaries
- Estimate budgets based on city assessment records for properties within project boundaries

- Conduct strategic outreach within project boundaries with clear and transparent messaging
- Conduct proper due diligence to determine ownership
 - Assist the City of Norfolk by creating policy decisions to determine eligible liens to be paid for by the program
- Conduct land use analysis in order to inform the City of Norfolk of affected citizens
 - Determine primary residence versus tenant occupied
- Conduct appraisals and evaluate the subject property to establish Fair Market Values
 - Identify structures and other improvements that are considered to be part of the real property.
 - Determine if a partial acquisition is available if the entire property is not needed for the project
- Conduct necessary environmental due diligence
- Conduct property surveys by a licensed professional and provide "Schedule A" descriptions
- Execute a purchase agreement
- Assist the city council and city attorney's for proper approvals
- Leverage existing city Relocation Assistance and Housing Programs (If necessary)
- Conduct a site inspection the day before closing to confirm the subject property is vacant
- Conduct a proper CDBG-DR closing with approved legal instruments
- Provide professional property management and comply to any city ordinance requirements
 - Demolition and Clearance
- Sub-divide property if required for improved land use and disposition strategy

Permitting - CB&I will prepare a project-specific master permit table that will identify the federal, state, and local permits that will be required to successfully complete the project, the lead agency, estimated time to prepare permit application and the approximate timetable for agency review and receipt of permit. This will be a living document that will be shared with the City on weekly basis.

The CB&I team is able to provide the full service capability that will be required to manage the coordination, preparation, submission and ultimately securing of approvals for the required permits, reviews, and approvals that are currently anticipated to be required. The CB&I team's extensive familiarity will bring to the Program the knowledge of what each agency requires of its consultants and how best to coordinate and establish priorities.

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Business Operations Plan (including Operations and Maintenance)

Due to the innovative nature of the City's NDR projects and the need to ensure that the projects achieve their articulated benefits, it will be critical to establish and implement an operations and maintenance plan that is both cost efficient and successful in maximizing the performance of the projects once completed. Essential to the overall plan is to determine the staffing resources required to maintain the interventions. These include:

- **Identification of Operations and Maintenance Needs:** Drawing from our team's experience designing and implementing projects similar to those that Norfolk has proposed, we will work with the City to identify the operations and maintenance needs associated with each intervention. As the projects move from conceptual design to more detailed specifications, our team will provide guidance on the implications of particular elements with respect to long-term operations and maintenance, striking the right balance between aesthetics, functionality, and cost effectiveness.
- **Identification of Needed Skill Sets:** As specific project elements are further detailed and the operations and maintenance needs are identified, we will provide the City with an analysis of the skill sets needed to maintain the interventions as well as the likely level of effort that will be required of the particular skill sets.
- **Resource Assessment:** Using the breakdown of needed skill sets, we will assess what current resources the City has at its disposal and which can be applied to the operations and maintenance needs of the new infrastructure. Striving to create efficiencies wherever possible, we will work closely with key City personnel to gain a thorough understanding of how existing infrastructure is currently maintained.
- **Develop Staffing Plan and Integration Strategy:** The steps outlined above will feed into the development of a staffing plan and integration strategy. We will ensure the plan is both realistic and actionable, accounting for resource constraints, competing priorities, and project timelines.

Infrastructure Program Capital Planning/Budgeting

CB&I's methodology for maintaining project budget and schedule focuses on the management of four crucial project parameters: cost, time, scope (which include both quantity and quality of the work) and risks that may adversely affect each parameter. Regular analytics on each parameter are performed and include:

- Quickly identify areas of concern within a project before issues and schedule delays occur
- Perform root cause analysis on where and why project cost overruns are occurring
- Reduce risk exposure by pinpointing specific periods of time, activities, and disciplines that show high risk exposure
- Identify and analyze changes and updates to multiple schedule versions of a project, and pinpoint root causes for project variances

HR&A will work with the team to develop funding and financing strategies to meet the Program Capital Budget requirements for the Ohio Creek Watershed project. This will include consideration of how CDBG-DR funds can be used most effectively within regulatory restrictions and how other public, private and philanthropic funding can be attracted. Beyond the Program Capital Budget, HR&A will offer advice on funding strategies related to the operations and maintenance of CDBG-DR projects.

Task 4 – Action Plan Support/Amendment

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 Commonwealth 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. Beyond the standard requirements, there are specific consequences associated with making substantial changes to projects awarded through the NDRC, including the potential for rescoring the City's application.

Our team manages traditional 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 5 – Design Services Procurement

Cognizant of the fact that a Request for Proposal (RFP) for design services has already been released by the City of Norfolk, CB&I and GCR are prepared to review this and all previous project procurements for CDBG-DR compliance prior to expenditure of funds. The team is also able to implement any and all parts of the following proposed process as needed:



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Bid Document Preparation: CB&I will support the City in development of complete bid packages. We evaluate each project for determination of applicable federal program requirements, including, but not limited to Davis-Bacon and Related Acts (DBRA); Section 3; Fair Housing, Equal Opportunity, project bonding and insurance requirements, and the development of bidder qualifications.

CB&I will assist the City in preparing the advertisements for bid solicitation. This includes preparation of an invitation to bid, bid proposal form, public advertisements, construction and technical specifications, contract documents, bid addenda, and supporting documents such as drawings, plans, and GIS data. Our staff is well versed in implementing local, state and federal procurement requirements, including communications during the bidding process. CB&I will assist with the evaluation process and document and store in our document storage system, to which the City will have full access.

Task 6 – Construction Management Services Procurement

The CB&I team is experienced in HUD and federal procurement requirements and will work closely with assigned sub-recipients to ensure compliance. We understand that bidding processes must also comply with local and state procurement requirements. We have used our knowledge of 24CFR Part 85 to complete procurement processes for ourselves in procuring our own subcontractors, and in program implementation for multiple CDBG-DR Housing Programs. We will implement the federal “conflict of interest” provisions, as well as understanding the appropriate method of procurement to be followed (small purchase procedures, sealed bids, competitive proposals, and noncompetitive proposals). We will support the City in developing bid documents in compliance with Bid Document Preparation

In order to accomplish this, we fully evaluate each project to determine the requirements to meet federal program requirements, including, but not limited to Davis-Bacon and Related Acts (DBRA); Section 3; Fair Housing, Equal Opportunity, project bonding and insurance requirements, and the development of bidder qualifications. Other site-specific requirements and assessments, such as environmental compliance and monitoring; geotechnical investigations; archaeological studies; Phase I and Phase II Environmental Site Assessments; Lead Paint and Asbestos Assessments; and Planning and Feasibility Studies will be included as appropriate in the bid packages.

CB&I will prepare and assist the City in preparing the advertisements for bid solicitation. We will make appropriate recommendations on the method of procurement to follow, as well as assisting in developing complete and accurate

documents for the bid packages. This includes preparation of an invitation to bid, bid proposal form, public advertisements, construction and technical specifications, contract documents, bid addenda, and supporting documents such as drawings, plans, and GIS data. Our staff is well versed in implementing local, state and federal procurement requirements, including communications during the bidding process.

References

Program Management Staff Augmentation for the Build It Back Program

Franco Morizio
Director of Preconstruction & Rehabilitation
New York City Housing Recovery Office
250 Broadway, 24th Floor
New York, New York 10007
Telephone: 212-615-8002
Email: fmorizio@recovery.nyc.gov

NYCHA Program Management Services Related to Hurricane Sandy Long-Term Recovery

Michele Moore, Acting Director of Disaster Recovery
Office of the Vice President for Disaster Recovery
New York City Housing Authority
250 Broadway
New York, New York 10007
Telephone: (212)306-8563
michele.moore@nycha.nyc.gov

Shell Island East Berm Barrier Island Restoration

Kenneth Bahlinger
Louisiana Coastal Restoration & Protection Authority
450 Laurel Street
Suite 1200
Baton Rouge, LA 70801
225-342-7362
Kenneth.Bahlinger@la.gov

Organizational Capacity

Exhibit 4.2 – CB&I Team Organization provides the reporting structure of our team, as well as the roles of the key principals. Our team has the necessary capacity and resources to manage this project.

Work Plan and Project Management Timeline

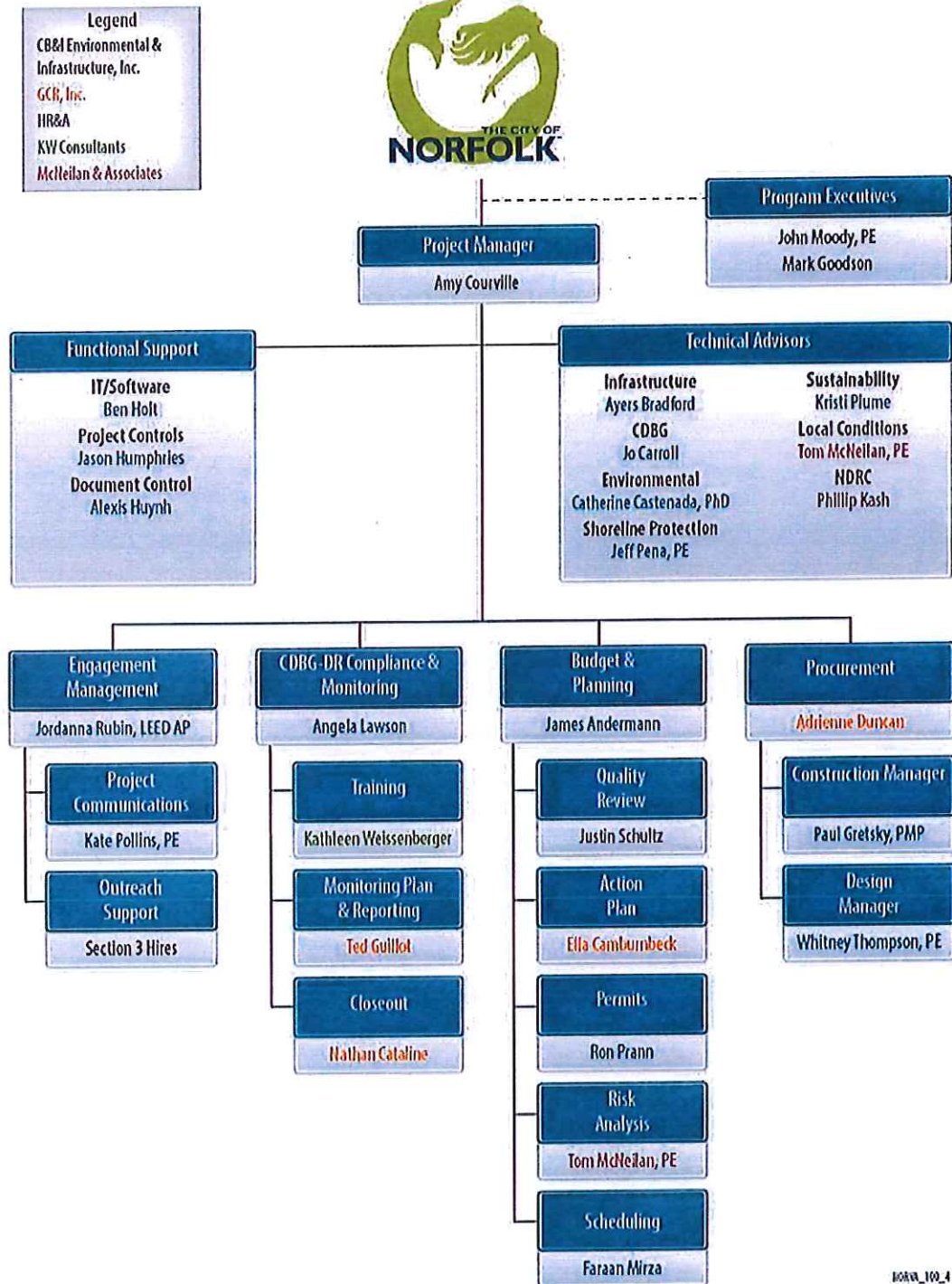
As required in the request for proposal, we have created a detailed work plan and comprehensive project management timeline identifying the team’s capacity to support the project and timeline for completion. The work plan and timeline are provided in *Appendix C: Additional Information*.

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Exhibit 4-3: CB&I Team Organization



NORF_100_4



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CB&I Team Member Firms' Office Locations

GCR, Inc.

2021 Lakeshore Drive, Ste 500
New Orleans, LA 70122

HR&A Advisors

925 15th Street NW
Washington, DC 20005

KW Consultants

1214 North Bancroft Street
Indianapolis, IN 46201

McNeilan & Associates

404 Bute West Street
Norfolk, VA 23510

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Exceptions to the City's Contractual Terms and Conditions

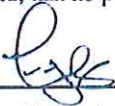
CB&I has reviewed the contract provided within the Request for Proposal. We look forward to negotiating mutual terms and conditions with the City of Norfolk upon contract award.

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 CB&I Environmental & Infrastructure, Inc. (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: Tyson Hackenberg

Title: Vice President

Date: September 22, 2016

End of Page

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: Fit _____

End of Page

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:

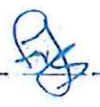
1. During the performance of this contract, the contractor agrees as follows:

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

Initial:  _____

End of Page

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 X 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 X, 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 X 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 X, 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: Tyson Hackenberg

Date: September 22, 2016

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) CB&I Environmental & Infrastructure, 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.

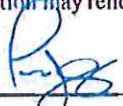
b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to 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: Tyson Hackenberg

Title: Vice President

Date: September 22, 2016

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) CB&I Environmental & Infrastructure, Inc. certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

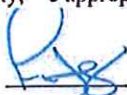
The identification number issued to offeror by the State Corporation Commission: F1515255

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:

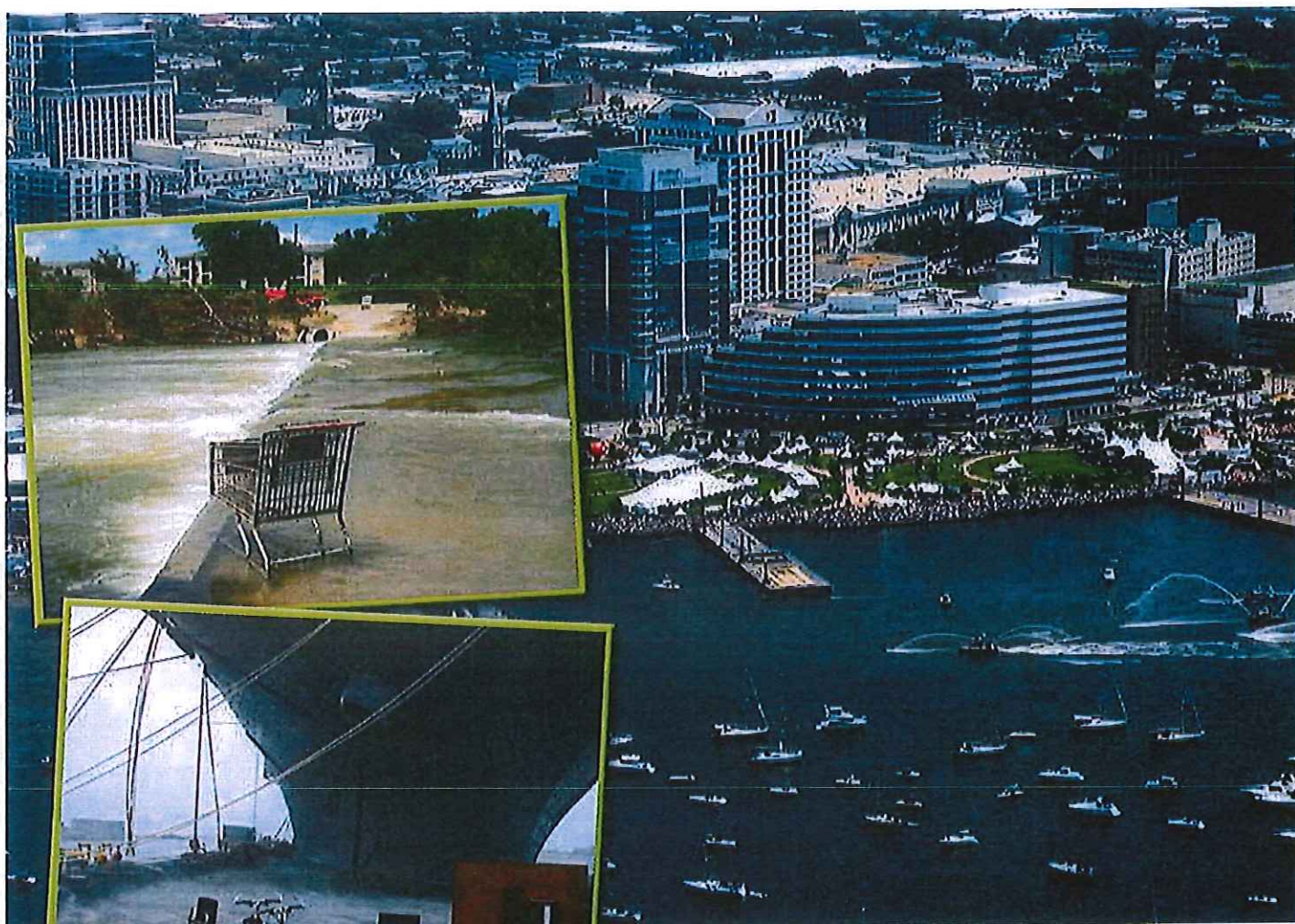
Tyson Hackenberg

Title:

Vice President

Date:

September 22, 2016



Appendix A: Detailed Resumes



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Amy Courville Project Manager

Professional Qualifications

Ms. Courville has been with CB&I over six years bringing her leadership, management, interpersonal skills, years of executive level consulting experience, and over a decade of work in disaster management program development, implementation and execution to the gulf coast and northeast. Ms. Courville combines scientific expertise and extensive working knowledge in emergency management to provide subject matter expertise in the field of disaster recovery and community development. Ms. Courville is a problem solver who coordinates with all parties to identify and implement the best solution to reach the greatest good for the community. Ms. Courville currently provides consulting and management services to clients and homeowners in both the gulf coast and the northeast United States.

Relevant Project Experience

National Disaster Resiliency Competition Isle de Jean Charles Resettlement Project, Louisiana Office of Community Development Disaster Recovery Unit, Isle de Jean Charles, Louisiana June 2016 – Present

The State of Louisiana has been awarded federal funds to provide a resettlement of an at risk coastal population on the Louisiana gulf coast. The Isle de Jean Charles residents have seen a drastic decrease in land mass in recent years and frequently cut off from the mainland during non-tropical and tropical storms. Many of the residents of the island are part of Louisiana recognized tribes whose people and culture are in dire need of resettlement in order to be preserved, restored, and enhanced for the next generations. Ms. Courville is assisting the state by performing field surveys of the island documenting its current state, community outreach activities, and interviewing each resident of the island and land owner to provide them the opportunity to resettle to an alternate location as a new tribal community or on their own elsewhere in the same local jurisdiction as the island. This project requires a unique combination of cultural sensitivity, comprehension of federal disaster funding, acquisition programs, the planning process for mitigating the effects of natural disasters and effects of the changing climate, and understanding disaster victim outreach. Ms. Courville proudly serves the people of the island and the State of Louisiana as they undertake this first of its kind resettlement project.

Project Manager, FEMA Hazard Mitigation Grant Program, Multiple Locations, Louisiana, April 2013 – January 2015

Louisiana is currently working on Hazard Mitigation Projects from the 2005, 2008, and 2012 Hurricane seasons. Ms. Courville manages over 40 mitigation projects in nine parishes. These projects require advanced knowledge of FEMA mitigation, individual local government structure, customer service to homeowners and citizens affected by disasters, and coordination with the state mitigation team. The mitigation projects range from residential acquisition, elevation and rehabilitation to a variety of small scale and large scale infrastructure mitigation projects.

Project Manager and Subject Matter Expert, New York City Build It Back Program, New York City Office of the Mayor's Housing Recovery Operations, New York, New York, September 2014 – Present

The City of New York is continuing to recover from the effect of Hurricane Sandy in

Firm

CB&I Environmental & Infrastructure, Inc.

Education

- Master of Science, Physiology, Louisiana State University Health Sciences Center, New Orleans, Louisiana, 2005
- Bachelor of Science, Biological Sciences, Louisiana State University, Baton Rouge, Louisiana, 2003
- Undergraduate Studies, Disaster Science Management (Minor), Louisiana State University, Baton Rouge, Louisiana, 2003

Highlights

- 14 years of emergency management and program management with executive level advisement on local, national, and international disaster management
- Problem solver who coordinates with all parties to identify and implement the best solution to reach the greatest good for the community
- On-site emergency responder with multiple field capabilities

Training

- FEMA Various Including Hazard Mitigation and Rebuilding in Coastal Communities
- Contracting Officer's Technical Representative (COTR) Crisis Media Management Certification

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2012. Ms. Courville is working with the City to provide subject matter expertise and case management for the City Acquisition Option and project management for FEMA Increased Cost of Compliance (ICC) claims. In addition to assisting with the development of the City Acquisition option on the Build It Back Program, Ms. Courville provides case management directly to homeowners navigating the sensitivities of reviewing their recovery options and eligibility to have their home acquired by the City with federal funds. With this option, homeowners must feel comfortable discussing the details of the full process and the paperwork and the calculation of the acquisition offer, appraisals, surveys, etc. that are associated with the acquisition under the CDBG-DR program. Ms. Courville also coordinates between the City of New York, FEMA and insurance agencies to develop and process Coverage D ICC claims for all National Floodplain Insurance Policyholders who are also participating in the City's housing recovery program. Thru this process, the City will maximize the Federal benefits available for the elevation projects alleviating more funds to be utilized for the recovery of the community and rebuilding and mitigation of residential properties.

Chief of Staff, New York City Rapid Repairs Program, New York City Department of Environmental Protection, New York, New York, November 2012 – March 2013

As Chief of Staff, Ms. Courville worked directly with the NYC Project Manager, CB&I Project Manager, and deputy Project Managers. The fast-paced response activities to the city of New York's sheltering needs required coordination and deployment of over 300 CB&I staff and multiple high priority requests from the client and immediate project needs requiring quick actions throughout the five boroughs of New York City. Ms. Courville assisted the Project Managers with coordinating staff, meetings, high priority tasks, and development of policies and procedures. Ms. Courville's experience on other federally funded response projects, familiarity with senior FEMA leadership assigned to the project, and understanding of FEMA policies and procedures was greatly utilized on the FEMA Sheltering and Temporary Essential Power Pilot funded program. Over 11,700 residential buildings were repaired through the program in less than 4 months resulting in over 20,000 habitable residential units previously inhabitable due to the effect of Hurricane Sandy.

Compliance Manager, Louisiana Small Rental Property Program (SRPP) Long term Compliance & Monitoring (LTC&M), Louisiana Housing Corporation, Baton Rouge, Louisiana, July 2013- September 2014

The State of Louisiana implemented a large small rental property program in order to increase the available housing stock drastically lowered as a result of the 2005 and 2008 tropical storm seasons. Ms. Courville managed the long-term compliance and monitoring team for the SRPP providing oversight and management of staff based in both Baton Rouge and New Orleans. The team provided case management for property owners to attain and maintain compliance with the disaster-funded program. Ms. Courville's leadership continued effective management through a 62% decrease in staff while having over a 25% increase in workload applied to the team. Her interpersonal skills helped the team perform customer service for homeowners to attain and maintain compliance with the Program and trained staff to further develop their customer service skills. Utilization of the existing software programs for managing homeowner compliance provided challenges for the team to overcome, coordinate effective work-arounds, and continue the operation without delay. Ms. Courville's previous work experience provided her the opportunity to promote efficiency recommendations on SRPP LTC&M activities to the state program leadership. This rewriting and implementing policy changes to program compliance requirements resulted in positive changes within the program for the state, homeowners, and tenants.



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John Moody, PE, CAPM

Project Executive

Professional Qualifications

John Moody, PE provides consulting and executive management for HUD Community Development Block Grant Disaster Recovery (CDBG-DR) and FEMA funded disaster recovery housing and infrastructure programs. He has managed programs for Hurricanes Rita, Ike, Gustav and Sandy and he oversaw CB&I's work on the Bastrop Fires Complex disaster in central Texas, which included housing and non-housing infrastructure funding. He develops policy and procedures and is experienced in developing program workflows, which can be efficiently operationalized. Additionally, Mr. Moody is a licensed civil engineer with land development, street, drainage, utility, water, and wastewater design capabilities. He has extensive expertise in project conceptualization and management, development of operation plans and engineering designs, preparation of budgets and schedules, permitting, specification development, bidding, environmental clearances, and construction administration. He is responsible for resource allocation, budget, schedule and technical approach for large housing and infrastructure programs.

Relevant Project Experience

Technical Subject Matter Expert, Program Manager, Senior Project Engineer; CB&I Environmental & Infrastructure, Inc.; Austin, Texas, New York City, New York, Trenton, New Jersey; September 1999 – Present (17 years)

Mr. Moody provides technical subject matter expertise and manages and supervises disaster recovery projects funded by HUD CDBG-DR, as well as engineering components of multi-disciplined programs encompassing multiple projects. He routinely coordinates program and design teams of grant management specialists, engineers, construction managers, inspectors, geologists, hydrogeologists, environmental specialists, RPRs, surveyors, and subcontractors. Mr. Moody has managed large, state-administered disaster recovery housing and infrastructure programs, including all program aspects of environmental due diligence, outreach and eligibility, inspection, grant management, procurement, construction and close-out. He has also managed environmentally-sensitive State Superfund Remedial Design projects from initial investigation of the nature and extent of contamination through to Remedial Action Oversight. He has prepared Feasibility Studies, Remedial Design plans and specifications and he has overseen the remediation of chemicals of concern to levels below calculated risk-based action levels. In addition, Mr. Moody provides construction management expertise for traditional civil construction projects.

Program Chief Executive and Technical Advisor, New Jersey Department of Consumer Affairs, Reconstruction, Rehabilitation, Elevation, and Mitigation Program, Various Locations, New Jersey, June 2013 – Present

As Program Executive and Technical Advisor for the HUD CDBG-DR funded Reconstruction, Rehabilitation, Elevation, and Mitigation Program (RREM), Mr. Moody is consulting on policy and procedures, workflow and operational components of the RREM program. The Program is assisting approximately 3,700 homeowners in the most heavily damaged nine counties along the coast of New Jersey. Mr. Moody works directly with NJDCA, who is administering the program and contracted CB&I to develop program policies and procedures and provide construction management services, including the performance of damage assessments, solicitation of qualified

Firm

CB&I Environmental & Infrastructure, Inc.

Education

- Bachelor of Science, Civil Engineering, Texas A&M University, College Station, Texas, 1984
- Master of Science, Range Science, Texas Tech University, Lubbock, Texas, 1979
- Bachelor of Science, Wildlife Ecology, Texas A&M University, College Station, Texas, 1976

Highlights

- 30 years of civil design, disaster housing management, and construction experience
- Managed CDBG-DR programs inclusive of environmental review, intake, eligibility, inspections, design, construction management and closeout
- Oversaw CDBG-DR housing with customer satisfaction ratings equal to best commercial builders in JD Powers survey

Registrations/Certifications

- Professional Engineer, Civil, Texas, License No. 65427
- Texas Commission on Environmental Quality, Corrective Action Program Manager

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homebuilders, development of detailed scopes of work, engineering and architectural design, progress inspections, and project close-outs. Mr. Moody also served in this management capacity for the start-up of the Landlord Rental Repair Program (LRRP) beginning in June 2013. He assisted with workflow development, policy and procedure development, builder solicitations and management of staff resources and budgets.

Technical Advisor, Galveston County Disaster Housing Assistance Program, ACS/Texas Department of Housing and Community Affairs (TDHCA), Galveston, Texas, January 2010 – September 2013

Mr. Moody served as a technical advisor on all aspects of the Galveston County Disaster Housing Assistance Program. Working with the program manager and a team of construction professionals, Mr. Moody provided management and oversight of eight reconstruction homebuilders and the 11 rehabilitation contractors. He collaborated with project staff, county staff, and elected officials, homebuilders, homeowners, municipal inspectors and officials, and state inspectors and officials regarding single-family homes and small rental stock. Mr. Moody also provided executive oversight for damage assessments, inspections and construction management services to applicants impacted by this federally declared hurricane disaster.

Program Executive, Bastrop Fires Complex, Texas General Land Office, Bastrop, Texas, June 2012 – May 2013

Mr. Moody oversaw the staff augmentation contract with the Texas General Land Office for this federally declared natural disaster east of Austin. CB&I provided the Land Office with environmental specialists to prepare environmental review records under the National Environmental Policy Act and 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities. CB&I prepared a mitigation plan for an endangered toad species, obtained approval on its Broad Review, releasing funds for construction, and conducted Tier 1 assessments at housing and non-housing sites.

Program Manager, Texas Homeowner Assistance Program (THAP)/Sabine Pass Restoration Program (SPRP), ACS/Texas Department of Housing and Community Affairs (TDHCA), 22 Counties, Texas, January 2008 – December 2011

Mr. Moody managed two Hurricane Rita disaster recovery programs funded by HUD CDBG-DR and administered by the TDHCA. He managed the environmental, intake, and construction functions of the housing construction programs and he oversaw development of policies, forms and homebuilder solicitation documents. Mr. Moody worked closely with HUD staff in the Fort Worth Regional office to design and implement a Broad Environmental Review process for the 22-county area affected in southeast Texas. He participated with joint HUD-TDHCA meetings to develop a program operation plan. For program intake functions, Mr. Moody oversaw three applicant intake centers and a staff trained by a former community development director in processing applicants in accordance with requirements. Construction activities under his direction included oversight of new home construction and direct management of rehabilitation contractors who were subcontracted to CB&I. Construction activities required adherence to HUD CDBG-DR requirements, including lead-based paint assessments and clearances. More than 2,500 houses were reconstructed or rehabilitated under his management.

Technical Advisor, Hazard Mitigation Grant Programs, Multiple Parishes, La, Ongoing

Mr. Moody serves as technical advisor to this ongoing hazard mitigation program associated with federally declared disasters including Hurricanes Katrina, Rita, Gustav and Ike. Parish structures impacted by these events are eligible for reconstruction, rehabilitation, elevation, acquisition or other mitigation practices as dictated by FEMA, state and local regulations and requirements. Mr. Moody provides technical expertise associated with grant management, engineering, procurement and construction management and close-out.

Planner/Technical Monitor, Katrina/Rita Joint Field Office (JFO), FEMA Individual Assistance-Technical Assistance Contract (IA-TAC), Austin, Texas, September 2005 – November 2005 - Mr. Moody provided technical expertise and subject matter expert services for the FEMA Planning Department inside the Hurricane Rita Joint Field Office (JFO). In this capacity, he worked closely with FEMA and the Department of Homeland Security staff, prepared situation reports for the JFO leadership, oversaw shelter operations, provided executive committee briefings, identified incident objectives, and maintained the FEMA daily calendar. In addition, Mr. Moody managed more than 20 Shaw staff and subcontractors in various duties in Houston, San Antonio, and Austin field offices, including housing centers and data management centers.



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Mark Goodson Program Executive

Professional Qualifications

Mark Goodson serves of the Director of the Resiliency Solutions service line, where he utilizes over 10 years of experience providing strategic and operational leadership to deliver solutions to governmental and commercial clients that improve their ability to survive, adapt and thrive in the face of change. Mr. Goodson also has experience developing and implementing strategic plans and programs focusing on disaster recovery, urban redevelopment, and finance. Mr. Goodson has also developed an expertise leveraging funding to finance projects. He has directly supervised the participation in over \$200 million of urban redevelopment investments, including closing over \$75 million in New Markets Tax Credits transactions. Among many other assets and community benefits, these investments yielded over 750 affordable housing units in three years.

Relevant Project Experience

Director, Resiliency Solutions, CB&I Environmental & Infrastructure, Inc., Baton Rouge, Louisiana, February 2015 – present

Mr. Goodson currently serves as Director of the Resiliency Solutions service line at CB&I, which helps commercial and governmental clients survive, adapt and thrive when faced with shocks and stresses. In this role, Mr. Goodson and his team have quickly established CB&I as a national leader by providing technical assistance to dozens of commercial and governmental clients across the U.S., and by helping clients design and implement resiliency programs, as well as integrate resiliency and sustainability into existing capital programs.

Program Manager, Isle de Jean Charles Resettlement Project – Phase I, Louisiana Office of Community Development, Terrebonne Parish, Louisiana, May 2016 – Present

This project, funded through HUD's National Disaster Resilience Program, involves due diligence and stakeholder outreach to support the voluntary resettlement of an island community in response to significant environmental degradation from ongoing coastal land loss, subsidence and sea level rise. Mr. Goodson is providing strategic leadership to the team as they collect data via door-to-door interviews and existing conditions surveys, and helping to analyze that data as it is collected to help plan for new settlement activities.

Resiliency Lead, Hurricane Sandy Recovery Program Management Services, New York City Housing Authority (NYCHA), New York, New York, July 2014 – Present

Mr. Goodson currently serves as the resiliency lead within Hurricane Sandy Recovery Program Management organization, which is managed by CB&I. In this position, Mr. Goodson provides direct technical assistance and coordinates resources from across CB&I to integrate resiliency into NYCHA's over \$3B recovery program, and deliver outcomes that will make the Authority more sustainable long-term, including hazard mitigation, resilient energy, strategic planning, sustainable design and construction, and storm water management.

Firm

- CB&I Environmental & Infrastructure, Inc.

Education

- Master of Public Assistance, Louisiana State University, Baton Rouge, Louisiana, 2006
- Bachelor of Science, Landscape Architecture, Louisiana State University, Baton Rouge, Louisiana, 2004

Highlights

- Designed and led CDBG-DR programs for housing, economic development, infrastructure, and land acquisition in Louisiana
- Selected by Rockefeller Foundation as Subject Matter Expert and Facilitator for Resilience Academies
- Contributor to the *Resilient New Orleans* strategy
- Primary Point of Contact with 100 Resilient Cities for CB&I's Platform Partnership, providing technical assistance to member cities

Registrations/Certifications

- Vacant Property Leadership Institute, Emory University School of Law, 2013
- Community Progress Leadership Institute, Harvard Law School, 2012

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Project Manager, Louisiana National Disaster Resilience Competition (NDRC) Phase II Application, Louisiana, June – October 2015

Mr. Goodson led a team of experts supporting the Louisiana Office of Community Development in the drafting and production of Louisiana's NDRC Phase II application, which was awarded \$92.5 million. Mr. Goodson and the CB&I team provided technical assistance primarily related to resilient energy, leveraged financing and the creation of a resilience loan fund, as well as graphic design.

Subject Matter Expert, National Disaster Resilience Competition Academies, Multiple U.S. Cities, December 2014- May 2016

Mr. Goodson served as subject matter expert for multiple academies hosted by HUD and The Rockefeller Foundation, where he provided technical assistance to state and local jurisdictions in support of Phase I and Phase II National Disaster Resilience Competition (NDRC) proposals, as well as implementation.

Project Manager, New York City Build It Back Guidebook, New York, New York, New York

Mr. Goodson served as Project Manager for New York City Build It Back Guidebook ("BiB Guidebook") project. He led the team that drafted reviewed, edited, formatted and provided graphics to original draft of technical reference document for Hurricane Sandy housing recovery program.

Executive Vice President & Chief Operating Officer, East Baton Rouge Redevelopment Authority, Baton Rouge, Louisiana, February 2009 – February 2014

Project Director, Ardendale, East Baton Rouge Redevelopment Authority, Baton Rouge, Louisiana

As project director for Ardendale, Mr. Goodson provided oversight to project manager, attorneys, and consultants for the assemblage and acquisition of approximately 200 acres of raw land in Mid City Baton Rouge from 11 different owners. Supervised wetlands mitigation process, site master planning, and packaged financing for acquisition, which included \$1.5 million in CDBG-DR funds. The project will include a new workforce development campus for the Baton Rouge Community College, a new charter high school, over 800 residential units, over 35,000 square feet of commercial space, and ample green space.

Project Director, 1509 Government Street Acquisition, East Baton Rouge Redevelopment Authority, Baton Rouge, Louisiana

As project director for the 1509 Government Street Acquisition, Mr. Goodson supervised the project manager, attorneys, and consultants during due diligence, and negotiated directly with Entergy for the donation of a 6-acre Brownfield site near downtown Baton Rouge. The subsurface contamination was remediated prior to closing, with additional funding secured for the remediation and stabilization of remaining structures on the site.

Originator and Project Manager, The Emerge Center for Communication, Behavior & Development, Baton Rouge Speech & Hearing Foundation, Inc., Baton Rouge, Louisiana

Mr. Goodson was Originator and Project Manager for The Emerge Center, a 26,000-square-foot facility providing services focused on early intervention for children with autism. Project financing included an \$8.1 million allocation of New Markets Tax Credits. Mr. Goodson was responsible for originating the project, negotiating term sheets, project coordination through closing, and approving funding disbursements during construction.

Originator and Project Manager, Honeywell 1234, Honeywell International, Inc., Baton Rouge, Louisiana

Mr. Goodson was Originator and Project Manager for Honeywell 1234, which included the design, procurement, construction and startup of a new facility within an existing site to produce an environmentally friendly blowing agent and propellant used in insulation and aerosols. He provided \$17.5 million allocation of New Markets Tax Credits to the project, supervised attorneys and consultants, assisted the client with selection of additional financiers, negotiated and coordinated with other financing entities, and managed project through closing.



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Jordanna Rubin, LEED AP O+M, ENV SP Engagement Management

Professional Qualifications

Jordanna Rubin has over 15 years of experience, focused on resiliency and sustainability program design and implementation. She is currently a Client Program Manager at CB&I where she manages resiliency programs that help commercial and government clients survive, adapt and thrive in the face of environmental, social and economic stresses. Her expertise and experience includes developing and implementing resiliency and sustainability programs; engaging community stakeholders; LID/green infrastructure; high efficiency buildings; sustainable remediation; energy management; and GHG inventories.

Prior to joining CB&I, Ms. Rubin was the Environmental Resources Manager for the City of Miami Beach, FL. She managed environmentally sensitive construction projects (including South Beach's "Beachwalk" a recreational bike path that served as a storm barrier), worked to incorporate sustainable and green infrastructure BMPs into City projects, and designed environmental education programs. She served as a liaison to environmental regulatory agencies and was a part of the engineering review team. Additionally, Ms. Rubin served as the Assistant Director at the Columbia University Energy Policy Center in the City. She managed the operations of the Center, including coordination of the academic programs and conference development. Most notably, she consulted on the permitting for a renewable tidal energy pilot project for Roosevelt Island, New York.

Relevant Project Experience

Project Manager, National Disaster Resiliency Competition, Phase II Applications; State of Texas General Land Office; State of Louisiana; City of New York

Ms. Rubin was Project Manager for the development of the TGLO Phase II NDRC application. Project tasks included application narrative development, eligibility and rating factor review, benefit-cost analysis, activity budgets and schedules, and development of communications and stakeholder management plans. Projects were identified for three local communities and included wildfire management, hazard modeling, infrastructure upgrades, and floodplain buyouts. She also assisted with the development of the application narratives for New York City and the State of Louisiana.

Facilitator/Subject Matter Expert, Rockefeller Foundation Resiliency Academies

Ms. Rubin served as a Facilitator and Subject Matter Expert at the Rockefeller Foundation Resiliency Academies across the Country. She assisted numerous applicants develop their approach for the HUD National Disaster Resiliency Competition and reviewed an additional 10 applications for grant compliance and soundness of approach. Program approaches included water and stormwater management, sustainable communities, sustainable forest management, data and GIS tools, and economic resiliency.

Firm

- CB&I Environmental & Infrastructure, Inc.

Education

- Certificate Program, Conservation Biology, Columbia University, 2002
- Master of Public Administration, Environmental & Energy Policy, Columbia University, New York, 2000
- Bachelor of Arts, Ancient Studies & Environmental Science, Barnard College, Columbia University, New York, 1998

Highlights

- Experience with municipal and private sector sustainability and resiliency programs and stakeholder engagement
- HUD and CDBG-DR grant administration and program design experience
- Subject matter expert on sustainable infrastructure

Registrations/Certifications

- U.S. Green Building Council, Leadership in Energy & Environmental Design, Accredited Professional, Operations & Maintenance (LEED AP O+M)
- Envision Sustainable Professional (ENV SP)
- Envision Program Verifier
- Efficiency Sales Professional (ESP)
- Transportation Worker Identification Credential
- Stormwater, Erosion, Sediment Control Inspector-DOT, 18004, Active, Florida

Training

- Incident Command System (ICS 100) for Public Works
- Basics of a Part 58 Environmental Review for HUD-Assisted Projects
- OSHA 40-Hour HAZWOPER

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Assistant Project Manager and Resiliency Advisor, New York City Local Initiatives Support Corporation (LISC) Low Income Housing, New York, New York

Ms. Rubin serves as an Assistant Project Manager and Resiliency Advisor to implement resiliency assessments for low-income housing impacted by Hurricane Sandy. The assessments make facility and infrastructure recommendations to make the area and buildings more resistant to future climate impacts. Recommendations include energy efficiency measures and green design/ infrastructure (LID) changes to manage flooding and other storm impacts.

Project Manager, Sustainability Master Plan and EECBG Program, Palm Bay, Florida

Ms. Rubin serves as the Project Manager for the City's sustainability program. Projects included a sustainability master plan, energy strategy, energy audits, GHG inventory, building automation systems, sustainability website, and development of green building and rehabilitation ordinances. As the Project Manager, Ms. Rubin managed over 10 outreach workshops with city council, city committees, and other stakeholders for master plan input. The project team is currently updating a third GHG inventory.

Technical Advisor/Outreach Specialist, New York City Housing Authority (NYCHA) Sandy Recovery, New York, New York

Ms. Rubin serves as a Technical Advisor providing targeted research and analysis on the benefits of using low impact development techniques for municipalities. Opportunities identified will be incorporated into a plan to protect 350 acres of urban residential high-rise from daily rain events to super storms like Sandy taking into consideration Sea Level Rise and Climate Change factors through 2050. In addition, she serves as a green building manager to ensure redevelopment projects meet the Enterprise Communities Criteria and assisted as a facilitator for an outreach charrette with contracted architects and engineers.

QA/QC Manager, New York City Build It Back Acquisition Program, New York City Department of Environmental Protection, Hurricane Recovery Office, New York, New York

The BIB Program has developed multiple options that allow for the acquisition of properties that were damaged by Hurricane Sandy. The overarching goals of each of the Program options is to facilitate the recovery of homeowners by providing assistance to relocate to a new primary residence and to support the redevelopment of the purchased properties in a manner that is either more resilient or that limits future flood risk.

Project Manager, Sustainability Consulting Services, City of Doral, Doral, Florida

Project Manager for the development of energy, water, fuel, GHG baselines; creation of sustainability goals; and development of implementation and monitoring framework for future sustainability programs. Final deliverable included a climate action and implementation plan for short and long-term projects.

Sustainability Advisor, Texas Coastal Resiliency Study, Texas General Land Office, Houston, Texas

Ms. Rubin served as the Sustainability Advisor for a Coastal Resiliency Study that focused on the affects and costs of recent hurricanes, and identified potential projects that had the highest impact for long-term recovery. Ms. Rubin was responsible for providing analysis for the inclusion of sustainable infrastructure, low-impact development, and management of contaminated sites.

Contract Manager; Marine and Coastal Engineering Contract, City of Miami, FL

Ms. Rubin served as the Contract Manager for this 5-year contract. Engineering projects have included seawall and rip rap restoration, dock design and installation, storm water and parking improvements, and swim zone exclusion zones. Ms. Rubin is responsible for meeting the City's design standards include sustainability and LID guidelines. The Curtis Park Restoration project, which is adjacent to one of the City's Rivers and has included low impact development designs including bioswales to manage runoff.



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Angela Lawson

CDBG-DR Compliance & Monitoring

Professional Qualifications

Angela Lawson serves as a Project Manager at CB&I, where she has assisted City of New York on compliance issues and preparation for HUD monitoring. She has previously worked with the State of Louisiana, where she designed and administered CDBG-DR programs specifically geared toward building resiliency for the State's most vulnerable populations. Ms. Lawson served as an advisor for the Greater New Orleans Urban Water Plan and co-led the development of the State of Louisiana's successful application for the National Disaster Resilience Competition.

Angela is knowledgeable in all aspects of CDBG-DR compliance, integrated stormwater management, and implementation of NDR funded projects.

Relevant Project Experience

Co-author, State of Louisiana National Disaster Resilience Competition: State of Louisiana

Office of Community Development – Disaster Recovery Unit served as the primary author for the State of Louisiana's National Disaster Resilience Competition Application. The State of Louisiana was awarded \$90 million dollars for two projects: (1) the resettlement of a community from Isle de Jean Charles, an island off coastal Louisiana threatened by land loss from sea level rise and climate change; and (2) the development of the Louisiana Strategic Adaptation (LA SAFE), the development of a revolving fund established at the State level for financing resiliency-based adaptation strategies in coastal Louisiana.

Ms. Lawson served as a co-author for the State of Louisiana's application. As co-author she conducted cross-agency outreach to create effective and innovative solutions and assisted in leading community outreach to impacted Parishes regarding their needs and implementation capacity. She participated in Rockefeller Resiliency Institutes during the application phase and post-award.

Program Manager, Comprehensive Resiliency Pilot Program: State of Louisiana, Office of Community Development – Disaster Recovery Unit, March 2010 - June 2016

A competitive program designed to provide communities with financial and technical support to develop strategies that reduce their risk to chronic and acute stressors. Strategies include resiliency-based comprehensive plans, zoning ordinances, floodplain regulations, integrated water management plans, adoption, financing, and maintenance strategies for green infrastructure implementation, a nonstructural program for the Coastal Master Plan, and a carbon-sequestration market strategy.

As Program Manager, Ms. Lawson managed 59 state recovery contracts for OCD-DRU. Ms. Lawson also processed and assisted development of initial applications for funding, ensured project compliance with all CDBG-DR regulations, provided assistance and training to sub-recipients and contractors on preparation for compliance monitoring, ensured all contract terms and conditions were met by sub-recipients and contractors, tracked and reported on project process, processed and tracked requests for reimbursement, and conducted project close-outs.

Firm

- CB&I Environmental & Infrastructure, Inc.

Education

- M.A., Communication, 2005, University of Illinois, Chicago
- B.A., Political Science, 1998, University of Florida

Highlights

- Over 7 years of experience providing disaster recovery services on behalf of government agencies
- A member of the Board of Directors for Groundwork NOLA for 3 years, an organization that combines development of neighborhood scale stormwater management interventions with education and job skill training
- Member of Horizon Initiative Water Committee for 4 years, a New Orleans-based interdisciplinary group that collaborates on solutions of flooding and water management
- Served as Resource Team Member for the Institute of Sustainable Communities – Gulf Coast Communities Program

Registrations/Certifications

- American Planning Association member
- Certificate in Environmental Communication, 2011, Loyola University, New Orleans

Training

- Uniform Relocation Act Training, May 2016, COSCDA
- CDBG-DR Training, 2014, HUD – Community Planning and Development
- Rockefeller Resilience Institute Training

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James Andermann

Budget & Planning

Professional Qualifications

James Andermann has over nine years of experience in economic development surrounding urban revitalization, financial project planning, project management and community coalition building. As a Project Manager, Mr. Andermann provides comprehensive, high quality redevelopment services for governmental or commercial clients. Mr. Andermann has acquired the following skills and abilities:

- Coordination of multiple development initiatives
- Management of scheduled deliverables and project budgets
- Organize and lead community based initiatives
- Motivate and develop public and private partnerships
- Negotiates professional service contracts
- Manages public bids
- Seeks federal, state and city grant opportunities

Relevant Project Experience

Project Manager, CB&I E&I Engineering of New York, P.C., January 2015 – Present

As project manager of CB&I redevelopment services, Mr. Andermann provides a comprehensive approach to today's complex real estate conditions. Mr. Andermann helps clients generate strategic decisions and enterprising actions based on a series of calculated analyses. CB&I redevelopment services is part of a global company with a focused dedication of creating and implementing unique redevelopment procedures and plans. Mr. Andermann delivers solutions to convert real estate liabilities to assets by helping clients assess risk, identify funding, negotiate with regulators, and create paths for getting properties and programs to the desired end use. The following is a summary of key projects:

Project Manager, New York City Build It Back Acquisition Program, New York, New York, May 2015 – Present

The Build It Back Program (BIB) has developed multiple options that allow for the acquisition of properties that were damaged by Hurricane Sandy. The overarching goals of each of the Program options is to facilitate the recovery of homeowners by providing assistance to relocate to a new primary residence and to support the redevelopment of the purchased properties in a manner that is either more resilient or that limits future flood risk.

Real Estate Director, East Baton Rouge Redevelopment Authority, Baton Rouge, Louisiana, May 2011 – January 2015

With a commanding knowledge of both urban revitalization and financial project planning, Mr. Andermann was responsible for managing the RDA's real estate portfolio and development initiatives. The primary focus of the Real Estate Division is to acquire vacant and abandoned property and market to individuals, developers and non-profit organizations for redevelopment.

Firm

- CB&I Environmental & Infrastructure, Inc.

Education

- Bachelor of Arts, Landscape Architecture, Louisiana State University, Baton Rouge, Louisiana, 2007

Highlights

- Over nine years of experience in economic development surrounding urban revitalization
- Extensive municipal client experience

Training

- Urban Land Institute Advanced Real Estate Development, Projected Certification, December 2015
- Vacant Property Leadership Institute, Emory University School of Law, 2013
- Vacant Property Leadership Institute, Harvard Law School, 2012
- Project Managers Bootcamp, PSMJ Resources Inc.

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Mr. Andermann served as Project Manager on two large mix use projects. The first was the 1509 Government Street Project, a monumental donation to the RDA in 2012. This 6-acre donation with 50,000 square feet of historic buildings addresses the blight, transportation, housing, commercial, environmental, educational and community needs within the inner city. As the Project Manager, Mr. Andermann applied and received a LDEQ environmental remediation grant and a State Office of Community Development planning grant. Both grants were implemented on time and within its specific project scope. The second was Ardendale, RDA's first construction project. In September 2014, the RDA began clearing 30-acres in a blighted community to make way for over \$50 million worth of educational buildings. This state-of-the-art development will generate a new market for the community and spur a tremendous amount of economic development activity in the coming years.

Mr. Andermann led the RDA by creating new and innovated projects and programs in efforts to fulfill the RDA's mission. In June 2013, he was able to leverage the RDA's state legislation to create an effective tax sales buying program. This new program provides the RDA with another tool to fight blighted properties, while generating an additional source of revenue for the organization.

Development Project Director, Downtown Development District, Baton Rouge, Louisiana, March 2008 – May 2011

As Development Project Director with the Downtown Development District (DDD), Mr. Andermann served as Project Manager for the North Boulevard Town Square, Galvez Plaza Stage Canopy, Repentance Park and a number of other landscape architecture concentrated projects that fulfilled the mission of the DDD. He was responsible for authorizing bid specifications, negotiating and preparing professional service contracts, and project coordination with local government officials between the Mayor-President's Office and the Department of Public Works.

Associate Planner, Moore Planning Group, Baton Rouge, Louisiana, June 2005 – March 2008

As Project Manager, Mr. Andermann assisted in multiple projects within the South Louisiana region. The landscape-based projects ranged from entire downtown master plan strategies to complex residential designs.



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Adrienne Duncan

Procurement

Professional Qualifications

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. Ms. Duncan 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, Adrienne 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.

Relevant Project Experience

CDBG-NDR Lead, City of New Orleans National Disaster Resilience Implementation, New Orleans, Louisiana

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. Ms. Duncan leads CDBG-NDR regulatory working group and supports all aspects of the project.

Project Manager, CDBG-DR Program Management Support, Jefferson Parish Government, Jefferson Parish, Louisiana

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. 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, Ms. Duncan is responsible for delivering program policy and procedures, programmatic guidelines, and additional tools as needed to ensure compliant program implementation. She also trains the parish staff on best practices for designing and implementing CDBG-DR funded programs.

Project 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, Louisiana

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.

Firm

- GCR Inc.

Education

- B.A., History, 2005, Louisiana State University, Baton Rouge, LA

Highlights

- 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

Registrations/Certifications

- Real Estate License, 2006, Burk Baker School of Real Estate

Training

- HUD HOME

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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. Ms. Duncan 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, Ms. Duncan was also responsible for creating tools and guidance for ensuring compliance with the competition requirements.

Lead Advisor, State of New York Storm Recovery Management Support, New York Governor's Office of Storm Recovery (GOSR)

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. Ms. Duncan 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.

Disaster Recovery Special Projects Analyst, Louisiana Office of Community Development- Disaster Recovery Unit (OCD/DRU)

Prior to her role at GCR, Ms. Duncan 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. Ms. Duncan 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, Ms. Duncan 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.



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Ella Camburnbeck Action Plan

Professional Qualifications

Ella Camburnbeck is an experienced disaster recovery professional. Her specialties include project management, community outreach, application development, project scheduling, environmental review, and CDBG project administration.

Prior to joining GCR, Ella worked with the Louisiana Office of Community Development – Disaster Recovery Unit where she addressed continued recovery issues related to the aftermaths of Hurricanes Katrina, Rita, Gustav, Ike, and Isaac as well as long term comprehensive planning and resilience goals. She provided concentrated technical assistance to State Grantees in the execution of HUD and FEMA funded Recovery Grants. Ella also has a background in historic preservation and is a section 106 and LEED certified professional.

Relevant Project Experience

City of New Orleans National Disaster Resilience Implementation
Client: City of New Orleans

Description: 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. Ella provided technical assistance and leadership for working groups working on program design and administrative oversight and compliance.

HUD National Disaster Resilience Competition – Phase I and II
Client: Multiple (State & Local Govt.)

Ella designed community outreach and stakeholder engagement strategies, collaborated with regional partners to develop multi-jurisdictional approaches, worked with clients to propose innovative strategies to address unmet disaster needs and create more resilient communities, and drafted and edited the application narrative.

Jefferson Parish CDBG-DR Program Management Support
Client: Jefferson Parish Government

GCR is providing program management support, CDBG, HOME and ESG technical assistance services, and guidance to support the Parish's Community Development Department. Ella is assessing department policies, procedures, and program files, developing CDBG compliance guides, and coordinating department staff to determine and implement short-term and long term goals.

St. Tammany Parish CDBG-DR Program Management
Client: St. Tammany Parish, LA

Ella coordinates contractors, subcontractors, and consultants, assists staff on project related needs and issues such as status reports, schedules, concepts, and

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Education

- Master of Preservation Studies, 2010
- Tulane University
- New Orleans, LA
- Bachelor of Urban Design and Environmental Planning, 2008
- University of Virginia

Highlights

- 7 years of experience in disaster recovery projects
- Experience in CDBG project administration
- Has provided technical assistance on the execution of HUD and FEMA funded Recovery Grants

Registrations/Certifications

- LEED Certified Professional
- HUD HOME

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cost estimates; provides support in updating project plans and developing amendments to the CDBG-DR Action Plan, and manages obligation of funds to track compliance.

Consultant to the Louisiana State Office of Community Development (OCD) - New Orleans, LA
Client: OCD

Ella addressed continued recovery issues throughout the State of Louisiana, and long term planning and resiliency goals. She provided concentrated technical assistance to Grantees to execute HUD and FEMA funded Recovery Grants including application development, project scheduling, environmental review, CDBG project administration, and RFP execution.



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Tom McNeilan, PE

Local Resiliency Advisor/Local Conditions Risk Analysis

Professional Qualifications

The core market focus of Mr. McNeilan's 40-year career has been the siting, design, construction, and performance of: 1) coastal and near-shore infrastructure and industrial developments, 2) flood inundation and flood defense improvements, and 3) offshore renewable and conventional energy projects. He is a recognized technical expert on the investigation, siting and design of coastal infrastructure and offshore structures.

Mr. McNeilan is the former Senior Vice-President of Fugro and Manager of Fugro Atlantic, in Norfolk, Virginia where, until December 2013, he was responsible for Fugro's marine and coastal engineering and survey practice on the U.S. east coast. In this role, he was responsible for the successful identification and prioritization of Fugro's market place activities. That role included coordination of Fugro's activities for offshore renewable energy in North America and flood inundation/defense studies on the US East Coast.

Prior to his relocation to the east coast in 2007, he was responsible for Fugro's coastal and offshore practice in California for more than two decades. Mr. McNeilan developed and directed many of Fugro's integrated geophysical surveys and geotechnical exploration site characterization projects for large coastal and offshore developments. He was a guiding proponent of Fugro's specialized development of GIS capabilities for such integrated site characterization and foundation & geotechnical evaluation.

Relevant Professional Experience

Technical Experience and Capabilities

Mr. McNeilan has executed and led geotechnical studies for the foundation and earth structure design for a wide variety of civil construction and building development as well as routing and design of various linear infrastructure. He has directed, managed and/or performed more than \$200,000,000 of site characterization and geotechnical design studies for: earthen dams, levees and embankments; permanent and temporary offshore structures; offshore and across land pipelines and cable routes; cofferdams and other retaining structures; ground improvements; highways and other transportation infrastructure; dredging, port and harbor development projects; outfalls, stormwater and water conveyance, and other utility projects; and buildings.

His geotechnical design, installation/construction, and performance experience includes: dewatering systems, vibroflotation and stone column ground improvement, deep dynamic soil compaction, pre-fabricated strip drain (PVD) and surcharging, and soil-cement stabilization projects. For such projects, he has been responsible for the technical evaluation, specifications, and installation oversight. Many of these projects included extensive ground instrumentation programs that were used to measure strength gain and volume change beneath surcharges or due to soil densification. His PVD-surcharge project experience includes what in the late

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- McNeilan & Associates

Education

- BSCE, University of Cincinnati, 1973
- MSCE, Purdue University, Geotechnical Engineering, 1974

Highlights

- Principal-in-charge, project manager and or lead engineer for site characterization, geotechnical design, construction and, where relevant, ground improvement for 14 Coastal Infrastructure Projects
- Lead geotechnical engineer for proprietary, basin-wide geologic and geotechnical characterizations of: the Beaufort & Chukchi Seas; Norton Sound; and the St George Basin, Offshore Alaska.
- Lead engineer or project manager for offshore O&G platform siting and design studies, and jack-up rig siting studies in: the Gulf of Mexico, North Sea, offshore Alaska, Arabian Gulf, Java Sea, offshore India, offshore California, and other locations

Registrations/Certifications

- Professional Engineer: Virginia, Massachusetts, New York, New Jersey, Maryland, Florida, Ohio
- Registered Civil Engineer: California
- Registered Geotechnical Engineer: California

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1980s was the largest U.S. PVD project at (what became Pier 300) the Port of Los Angeles. In 2012, he was the principal-in-charge for the largest US overwater PVD installation beneath two training dikes for the future Craney Island land reclamation in Portsmouth, Virginia. His ground modification experience for settlement control and liquefaction mitigation includes more than ten stone column projects and five deep dynamic compaction (DDC) projects. The stone column experience includes both top-feed and bottom-feed installation methods and installations constructed using both procedural and performance specifications. The stone column projects include installations intended to densify granular sediments to reduce liquefaction and decrease lateral deformation, and installations intended to: reinforce poor foundation conditions, increase bearing capacity, and reduce settlement. His DDC experience includes projects at a former windshield glass manufacture facility where defect glass had been disposed in trenches as well as sites underlain by collapsible soils.

Mr. McNeilan has evaluated the possible use of admixtures to improve sediment properties for various large waterfront and coastal projects. Those considerations have included use of admixtures to improve dredge spoils, and in situ soil mixing and jet grouting to increase load bearing capacity and reduce settlement of fill and natural sediments. In the late 1980s, he was responsible evaluating options to re-use bi-products derived from treating contaminated soils using circulating bed combustion. Early in his career, he was the design engineer for the soil cement facing on the cooling water reservoir for the South Texas (nuclear power plant) Project, which included 1.4 million cubic yards of soil cement and exceeded to total volume of soil cement used for all prior projects in the US. He also designed the soil cement wearing surface used to construct an airfield in the remote Amazon jungle of northern Peru.

Coastal Infrastructure Project Experience

Mr. McNeilan is the author of the Site Characterization chapter of the Bridge Engineering Handbook (original version in early 2000s and recent update released early 2014). He has been the project manager for a wide variety of coastal and marine infrastructure projects including: deep-water and near-shore LNG terminals; the replacement of the San Francisco – Oakland Bay Bridge eastern span; 500+-acre land reclamations for port development on the U.S east and west coasts; a proposed 20-mile-long tunnel/outfall onto the San Pedro Shelf; and the proposed reconfiguration and expansion of the San Francisco International Airport.

Flood and Flood Mitigation Projects

Since, 2008, Mr. McNeilan has been extensively involved helping clients begin the process of evaluating and adapting to the increasing challenges of coastal flooding due to sea level rise, and other factors. He was the principal-in-charge/project manager, of the initial "city-wide coastal flooding contract" with the City of Norfolk. That contract included: a) a number of technical studies and feasibility design evaluations, b) the preparation of a new City-wide storm water - flood defense master plan, c) the initiation of the strategic connection between the City and Royal Netherlands Embassy, and d) the development of much of the City's strategic outreach plan with State and Federal agencies. As part of these activities, he has prepared and presented briefs to various local, regional, state and national government agencies and officials.

Since leaving Fugro at the end of 2013, Mr. McNeilan has increased his consulting input to Norfolk and Hampton Roads' strategic interests. He has: a) authored the briefing and presentation used to successfully advocate that the Virginia's Secure Commonwealth Panel standup a recurrent flooding committee, of which he is a member, b) represented the City of Norfolk at numerous technical and public workshops, c) initiated, coordinated, and co-sponsored the June 2015 Dutch *Dialogue Virginia – Living at Sea Level* workshop and design charrette, d) been active in many local and regional Sea Level Rise-related activities and forums, e) contributed to Norfolk's National Disaster Resilience Competition grant application and f) provided pro-bono consultation and briefings to various professional, academic and nonprofit efforts.

Mr. McNeilan's coastal infrastructure experience includes the design and construction of earthen levees, flood walls and tidal control structures for flood defense systems. Those projects include the flood protection system for the Sam Bertron Power Plant on Galveston Bay that successfully withstood the direct hit by Hurricane Ike, without damage or disruption of power generation.