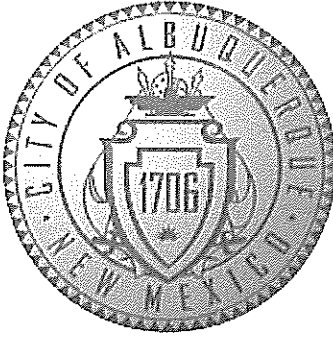


EC-22-85




Mayor Timothy M. Keller

**CITY OF
ALBUQUERQUE**
Albuquerque, New Mexico
Office of the Mayor

INTER-OFFICE MEMORANDUM

April 20, 2022

TO: Isaac Benton, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Approval of the First Supplemental Agreement with HR&A to add funds and extend the time of performance.

Approval of the First Supplemental Agreement adding funds for a total contract compensation of \$131,905.00 and extend the Time of Performance with HR&A for consultant services to draft a ten year plan for the Housing and Neighborhood Economic Development Fund Committee.

The First Supplemental Agreement will approve the Housing and Neighborhood Economic Development Fund (HNEDF) Committee to add \$34,760.00 in HNEDF funds and to extend the time of performance to August 31st, 2022 for the agreement they have with HR&A to provide consultant services to draft a ten year plan for the committee.

The ten year plan is a vital tool utilized by the HNEDF committee to help determine how the committee should award their funding for future projects.

This Request is forwarded to the Council for its consideration and approval.

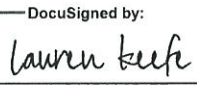
Legislation Title: **Approval of the First Supplemental Agreement with HR&A to add funds and extend the time of performance.**

Recommended:




Sarita Nair **Date**
Chief Administrative Officer

Approved as to Legal Form:



Esteban Aguilar **Date**
City Attorney

Recommended:



Carol M. Pierce **Date**
Director, Dept. of Family & Community Services

DS
PP

Cover Analysis

1. What is it?

This legislation is for the approval of the First Supplemental Agreement, which will add funds to an existing Professional Technical Agreement with HR&A. HR&A is providing services to the Housing and Neighborhood Economic Development Fund (HNEDF) Committee to draft a ten year plan.

What will this piece of legislation do?

The First Supplemental Agreement will approve the HNEDF Committee to add \$34,760.00 in HNEDF funds to the agreement as well as extend the time of performance to August 31, 2022, for HR&A to finish drafting the committees ten year plan.

3. Why is this project needed?

The ten year plan is a vital tool utilized by the HNEDF committee to help determine areas of need within the community which then helps the committee decide on what projects to fund.

4. How much will it cost and what is the funding source?

The First Supplemental will add \$34,760.00 in HNEDF funds to a professional technical agreement that was that was for \$97,145.00. With the added amount the total contract compensation for services will be \$131,905.00 in HNEDF funds.

5. Is there a revenue source associated with this legislation? If so, what level of income is projected?

There is no revenue source associated with this legislation.

FIRST SUPPLEMENTAL AGREEMENT
TO
CONSULTING SERVICES FOR THE HOUSING AND NEIGHBORHOOD ECONOMIC
AND DEVELOPMENT COMMITTEE
AGREEMENT
CCN# 202100653.1

THIS FIRST SUPPLEMENTAL AGREEMENT is made and entered into upon the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and **HR&A Advisors, Inc.** (the "Contractor"), a corporation, whose address is 99 Hudson Street, 3rd Floor, New York, NY 10013.

RECITALS

WHEREAS, the City and the Contractor entered into an Agreement dated February 25, 2021, hereafter referred to as the "Original Agreement," whereby the Contractor agreed to provide certain services to the City; and

WHEREAS, the parties agree that because more extensive edits of the Housing and Neighborhood Economic Development Fund Ten Year Plan were required than had been originally expected, and the original project timeline has been delayed, the Original Agreement should be amended to extend the Time of Performance; and

WHEREAS, the parties agree that additional funding is required for the supplemental services within the original scope, as reflected in the Amended Budget, attached hereto as Exhibit A; and

WHEREAS, there was a delay in extending the term of the Original Agreement, causing a gap between the end of that term and the execution of this First Supplemental Agreement; and

WHEREAS, the City and the Contractor wish to ratify all actions taken by parties consistent with the Agreement, from the date of execution of the Original Agreement through to the execution of this First Supplemental Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Section 2 of the Original Agreement is amended to read as follows:

Time of Performance. Services of the Contractor shall commence upon execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by August 31, 2022.

2. Section 3.A. of the Original Agreement is amended to read as follows:

Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of **ONE HUNDRED THIRTY-ONE THOUSAND, NINE HUNDRED FIVE DOLLARS AND NO CENTS (\$131,905.00)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

3. Responsibility to Monitor Contract. Contractor shall be responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.
4. By signing this Agreement, the parties ratify all actions taken consistent with this Agreement, from the date of execution of the Original Agreement through to the execution of this First Supplemental Agreement. Further, the parties explicitly agree that all of the terms and conditions of the Original Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on the date of execution of the Original Agreement.
5. Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this First Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.
6. This Agreement shall not become effective or binding until approved by the highest authority required by the City under this Agreement.
7. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Contractor have executed this First Supplemental Agreement as of the last signature below.

CITY OF ALBUQUERQUE

HR&A ADVISORS, INC.:

Approved By:

Approved By:

Carol M. Pierce, Director
Department of Family and Community Services

Signature: _____

Name: _____

Date: _____

Title: _____

Sarita Nair
Chief Administrative Officer

Date: _____

Date: _____



To: **Monica Montoya & Yolanda Krantz, Department of Family and Community Services,
City of Albuquerque**

From: HR&A Advisors, Inc.

Date: **November 15, 2021**

Re: **Completing the 2022 HNEDF Plan**

HR&A and Strata Design are committed to completing the remaining tasks attached to the completion and approval of the 2022 HNEDF Comprehensive Plan with a high level of quality. However, to meet the demands of the planning process, our efforts have exceeded the initial project budget. Despite this overage, we intend to work collaboratively with the City towards timely completion. Given our conversation with the City on Friday, October 29th, our team wanted to share a written summary of our project and budget status as of November 10, 2021 to inform the City on where we currently stand in terms of project status and budget and partner with the City to bring this project to a mutually satisfying close.

1. Project Status:

- a. Draft 2022 HNEDF Plan:** We discussed our draft 2022 Plan with City staff on 10/29/2021 and revisions required to align the draft with the City's recommendations. We made those changes and are submitting a revised draft along with this memo.
- b. Remaining Tasks:**
 - i. Discuss the revised draft 2022 Plan with City staff and make any further revisions by 11/22.
 - ii. Distribute to and discuss the revised draft 2022 Plan with the Subcommittee before the November Committee meeting
 - iii. Meet with the HNEDF Committee at their November meeting on 11/30/2021 to discuss the draft plan.
 - iv. After checking with City staff about Committee comments, incorporate Committee edits and comments as well as any final feedback from City staff
 - v. Prepare for and attend a City staff-hosted public meeting(s) about the draft 2022 Plan.
 - vi. Assist City staff as needed to present the draft 2022 Plan to the Mayor and City Council for approval

2. Project Budget Status:

- a. Budget Status:** To date, our team has worked to meet the demands of the planning process to adapt to the City's and HNEDF Committee's needs and requests. In doing so, **HR&A has exceeded our project budget, even before accounting for the time required for remaining tasks described above.**

	HR&A Budget	Strata Budget	Total Team Budget	HR&A Expenditure	Strata Expenditure
Task 1: Discovery	\$23,855	\$6,000	\$29,855	\$27,565	\$6,000
Task 2: Cmty. Planning	\$18,230	\$15,000	\$33,230	\$60,150	\$45,150
Task 3: Plan Drafting	\$25,060	\$9,000	\$34,060	\$38,190	\$30,990
Total	\$67,145	\$30,000	\$97,145	\$103,705	\$28,200
			Budget Overage	(\$34,760)	N/A

b. Reasons for the Budget Exceedance

The process to date has demanded a level of review that required additional time and attention. The following examples demonstrate what has contributed to the overage:

1. Our initial workplan indicated our intention to complete Task 3 by early September. As a result of the process, the earliest we can conclude Task 3 will be early December, three months beyond our initial work plan.
2. As a result of the project timeline extension, we have prepared for additional HNEDF Subcommittee and Committee meetings.
3. Though we presented our initial findings and recommendations regarding the Pocket's boundaries in May, there were additional requests to review the boundaries in September and November.

3. Next Steps:

- a. HR&A is, first and foremost, committed to completing this assignment with a high level of quality regardless of budget status.
- b. In light of our current budget status, we request that the City support us in moving this project towards timely completion by efficiently scheduling and making decisions about the contents of the draft 2022 Plan, including review by the HNEDF Committee.
- c. Considering the additional cost and time to conduct the tasks leading up to drafting the 2022 Plan, as described above, we respectfully request that City staff consider adding funds to the contract budget for the additional work that was and will be required to complete drafting and approval of the 2022 Plan.

CONTRACT CONTROL FORM

Contact: Debra R. Bazan
 Phone: 768-2861;

Req. Num.:
 Acct. Num. :
 Act. Num.:

CCN: 202100653**PRELIMINARY**Type of Agreement: Professional/Technical Services

For Grants Only:
 Indirect Costs for General Fund
 Services

Description: Consulting Services for the Housing and Neighborhood
 Economic and Development Committee (HNEDF)

% _____

Dept/Div: FAMILY & COMMUNITY SERVICES, /

\$ _____

Vendor: HR&A AdvisorsContract Term: 02/01/2021 to: 01/31/2022Contract Amount: \$97,145.00 PayableFY Aggregate: \$194,290.00

Contract Total:

Date Submitted: 01/23/2021**PROCUREMENT:****WAIVERS REQUIRED:**RFP: No

Waiver Letter Attached: _____ Approved: _____

Ins:

Waiver Letter Attached: _____ Approved: _____

DRAFT CONTRACT:

Recd by Legal: _____ Rejected/Returned to Dept: _____ / _____

Returned to Legal: _____ / _____ Approved: _____ Initials: _____

INSURANCE AND BONDS REQUIRED:Bonds Required: NONE

Attached: _____

Insurance Required: Worker's Compensation; Commercial General Liability; Attached: _____Automobile Liability;

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<u>DS</u> <u>JB</u>	2/25/2021 3:21 PM MST	<u>DS</u> <u>ME</u>	2/25/2021 2:42 PM MST
Asst. City Attorney:			<u>DS</u> <u>PP</u>	2/1/2021 2:33 PM MST		
CIP:						
City Attorney:			<u>DS</u> <u>EAJ</u>	2/25/2021 2:50 PM MST		
CAO:						
Department:			<u>DS</u> <u>amp</u>	2/10/2021 1:47 PM MST	<u>DS</u> <u>am</u>	2/23/2021 9:45 AM MST
Budget:						
Others:						

Council: EC/Bill:

Date:



CCN202100653

**CONSULTING SERVICES FOR THE HOUSING AND NEIGHBORHOOD ECONOMIC
AND DEVELOPMENT COMMITTEE
AGREEMENT**

2/25/2021 | 3:21 PM MST

THIS AGREEMENT is made and entered into upon the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and HR&A Advisors, Inc. (“Contractor”), a corporation, whose address is 99 Hudson Street, 3rd Floor, New York, NY 10013.

RECITALS

WHEREAS, the City of Albuquerque, Department of Family and Community Services, issued a Request for Proposals, No. P-202-020-FCS-CG, titled “Consulting Services for the Housing and Neighborhood Economic and Development Committee (HNEDF),” which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its Proposal, dated May 4, 2020, in response to P-202-020-FCS-CG, which Proposal is Exhibit B to this Agreement; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (“Services”) in a satisfactory and proper manner, as determined by the City:

Provide the City with an updated Ten-Year Comprehensive Neighborhood Development Plan for the Housing and Neighborhood Economic Development Fund. To develop this plan the Contractor shall provide a description of the Pocket of Poverty, Identify and coordinate with relevant past and present City of Albuquerque planning initiatives, evaluate the effectiveness of the 2002 Housing and Neighborhood Economic Development Fund plan, and conduct comprehensive community engagement opportunities, in accordance with Exhibit A, as supplemented by Exhibit B. The Contractor shall perform all of the services outlined in the scope of work found in Exhibit B. However, due to the COVID-19 pandemic and state health orders, in person group gatherings might be prohibited. In that event it is understood that those services would be conducted virtually in accordance with Exhibit B.

2. Time of Performance. Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within ONE year of the date of execution of this Agreement. This Agreement may be extended for up to one additional one-year period upon written agreement of the parties.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of **NINETY-SEVEN THOUSAND, ONE HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$97,145.00)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. Method of Payment. Such amount shall be paid to the Contractor in installments as detailed in the Cost Proposal; Exhibit C, which include any applicable gross receipts taxes, as follows: payments shall be made monthly. Payments shall be made to the Contractor upon completion of each task, upon receipt by the City of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. 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.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.23 or the bonds per the attachments to Exhibit A have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the City. The Contractor shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the Contractor or its agents. Before commencing the Services, and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance: A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire – Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. **Automobile Liability Insurance:** An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

C. **Workers' Compensation Insurance:** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.

D. **Professional Liability Insurance:** Professional Liability Insurance with liability limits in an amount not less than \$1,000,000 per claim and in the aggregate.

E. **Increased Limits:** If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

13. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

14. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. Compliance with Laws. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.

16. Changes. The City may, from time to time, request changes in the Scope of 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 City and the Contractor, shall be incorporated in written amendments to this Agreement.

17. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

18. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its 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 City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any

payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

19. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

20. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

22. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, attached hereto, are hereby made a part of this Agreement.

23. Force Majeure. Neither the Contractor nor the City shall be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of either party which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in reasonable time (hereinafter "Force Majeure Event").

The party seeking to rely upon a Force Majeure Event(s) for any failure to perform shall promptly inform the other in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested and the parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by either of them as a result thereof.

The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

24. Applicable Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

25. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

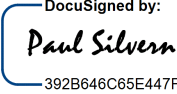
26. Approval Required. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

27. Electronic Signatures. The parties agree that this agreement may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

CONTRACTOR:

Company: HR&A Advisors, Inc.

Approved By: 
392B646C65E447F...

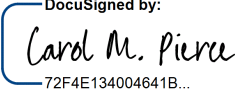
Date: 2/4/2021 | 5:57 PM MST

Name: Paul Silvern

Title: Vice President

CITY OF ALBUQUERQUE:

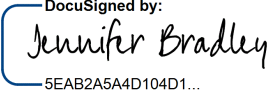
DS
PP

Approved By: 
72F4E134004641B...

Date: 2/10/2021 | 1:47 PM MST

Name: Carol M. Pierce

Title: Director Family and Community Services

Approved By: 
5EAB2A5A4D104D1...

Date: 2/25/2021 | 3:21 PM MST

Name: Jennifer Bradley

Title: Chief Procurement Officer

City of Albuquerque

Request for Proposals

Solicitation Number: RFP-2020-020-FCS-CG

**Consulting Services for Housing and Neighborhood Economics and Development Committee
(HNEDF) 10 Year Plan
April 3, 2020**



Deadline for Receipt of Proposals: May 4, 2020 at 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow Proposals to be submitted after this date and time.

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division**

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INTRODUCTION

The City of Albuquerque's Housing and Neighborhood Economic Development Fund (HNEDF) was created for the Pocket of Poverty, which is an area designated according to federal standards of distress at the center of the Albuquerque metropolitan area. The 11 square-mile area of the Pocket of Poverty stretches from Los Griegos on the north, to University Heights on the east, Barelas and South Broadway on the South and Old town on the west. The neighborhoods contained within the Pocket of Poverty include former agrarian settlements such as San Jose, Martineztown and Los Griegos; railroad-era neighborhoods such as Huning Highland and Barelas as well as the twentieth century subdivisions south of the University of New Mexico.

The Department of Family and Community Services requires the development of a ten-year comprehensive plan to outline and guide decisions about how to use the HNEDF funds. The funds may only be used for housing and economic development activities. The primary purpose of the ten-year plan is to provide a policy framework within which decisions can be made about how to allocate the resources. A secondary purpose is to document present housing and economic conditions in the Pocket of Poverty.

The purpose of this Request for Proposals (RFP) is to solicit innovative and effective proposals from qualified individuals or agencies interested in developing a ten-year comprehensive plan for the HNEDF Committee.

PART 1 INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP-2020-FCS-FCS-CG, "Consulting Services for the Housing and Neighborhood Economic and Development Committee (HNEDF)"

1.2 Proposal Due Date: May 4, 2020 - NLT 4:00 PM (Local Time)

The time and date Proposals are due shall be strictly observed.

1.3 Purchasing Division: This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Proposal: Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

1.5.4 Americans with Disabilities Act Compliance: The Offeror certifies and agrees,

by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.

1.5.5 Insurance and Bonding Compliance: Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this

RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

1.5.9 Goods Produced Under Decent Working Conditions: It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.5.10 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.6 City Contact: The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. Offerors who fail to abide by this instruction may be deemed nonresponsive.

- Claire Gonzales, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3329 or E-Mail: cdgonzales@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Department of Family and Community Services.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare

answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

1. 9 Submission of Proposals. The Offeror's sealed Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

1.9.1 Electronic Copy. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please note the City has a new eProcurement System as of September 16, 2019; please make sure to register on the new system in order to receive notices and submit a response to a bid or proposal. For assistance, please contact support@gobonfire.com.

1.9.2 Format. Each file uploaded to the eProcurement System shall be in Optical Character Recognition (OCR) searchable PDF format unless otherwise indicated. Do not encrypt files and do not password protect the documents submitted.

1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. FAILURE TO COMPLY WITH THE SUBMISSION REQUIREMENTS SHALL BE CAUSE FOR THE CITY TO DEEM YOUR PROPOSAL NONRESPONSIVE.

1.9.4 No other methods of Proposal delivery. Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

1.9.5 Modification. Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

1.9.6 Receipt of Proposals. The only acceptable evidence to establish the time of receipt of Proposals by City Purchasing Office is the timestamp of the EProcurement System.

1.9.7 Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged a) by signing and returning the Addenda, or b) by letter. Such acknowledgment must be submitted with the Proposal. **Failure to submit such acknowledgment may be cause for the City to deem your Proposal nonresponsive.**

1.10 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.11 Draft Agreement: A copy of the Draft Agreement to be entered into is included in the RFP. The Offeror certifies that it accepts the terms and conditions of the Draft Agreement, or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Draft Agreement. The Draft Agreement may differ from the final

Agreement.

1.12 Contract Term: The contract resulting from this solicitation is anticipated to have a term of one year with possible extensions of three (3) years.

1.13 Evaluation Period: The City reserves the right to analyze, examine and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, such an extension would be in the best interest of the City.

1.14 Evaluation Assistance: The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.15 Rejection and Waiver: The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

1.16 Award of Contract:

1.16.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.16.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

1.17 Cancellation: This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

1.18 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.19 CityFurnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

1.20 Proprietary Data:

1.20.1 The file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been approved by the Mayor, or his designee. An Offeror may designate material as Trade Secrets, Proprietary Data, and/or other Confidential Data by clearly marking that material as "Trade Secret", "Proprietary Data", or "Confidential Data" within the Proposal submitted (uploaded) in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be so designated. Further, any Proposal in which a majority of pages are designated as Trade Secret, Proprietary Data, or**

Confidential Data may be deemed nonresponsive.

1.20.2 The City will endeavor to restrict distribution of material designated as “Trade Secret”, “Proprietary Data”, or “Confidential Data” and provided separately to only those individuals involved in the review and analysis of the Proposals. However, Offerors are advised that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 1421 et seq, NMSA 1978) (“Act”) is received for such materials, and they are not exempt under the Act, the City is required to disclose those records. The City shall, to the extent possible under the Act, provide the Offeror with notice before any disclosure to allow the Offeror an opportunity, within the Act’s fifteen (15) day deadline, to initiate legal action (such as an injunction or other judicial remedy) to prevent the release of Trade Secret, Proprietary Data, or Confidential Data, should the Offeror wish to do so. **Notwithstanding anything to the contrary herein, the City shall not be responsible to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City. .**

1.21 Preferences: Preferences may be available under the City of Albuquerque Public Purchases Ordinance for this procurement. See Part 5 of this RFP for additional information. **NO PREFERENCES ARE AVAILABLE FOR ANY SOLICITATION FOR WHICH ALL OR A PART OF THE FUNDS USED ARE FROM FEDERAL GRANT SOURCES.**

1.22 Request for Proposals Protest Process:

1.22.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10th) business day prior to the deadline for the receipt of Proposals.

1.22.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10th) business day after the receipt of notice of the Recommendation of Award.

1.22.3 Timely Protests: Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.22.4 How to File: Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be handdelivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

1.22.5 Required Information: The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

1.22.6 Address Letters and Envelopes as Follows:

- City of Albuquerque RFP Number
- Purchasing Division PROTEST
- Attn: Chief Procurement Officer

By Mail:

PO Box 1293
Albuquerque, New Mexico 87103

Hand Delivery:

One Civic Plaza
City Hall: 7th floor, Room 7012
Albuquerque, NM 87102

1.22.7 Protest Response by Chief Procurement Officer: The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

1.22.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

1.23 Insurance: Shall be as specified within the General Conditions.

1.23.1 General Conditions: The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all

operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

1.23.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.23.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.23.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.23.3.2 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, nonowned, hired automobiles, vehicles and other equipment both on and off work.

1.23.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.23.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.23.5 Additional Insurance: The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

1.24 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form which can be accessed at <https://www.cabq.gov/womens-pay-equity-task-force/albuquerque-pay-equity-initiative-instructions> or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must check the box verifying their status on the Pay Equity Reporting Form. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A). NOTE: THE PAY EQUITY FORM REQUIRED BY THIS PROVISION IS NOT A PAY EQUITY CERTIFICATE, NOR DOES IT QUALIFY YOU FOR THE PAY EQUITY PREFERENCE. TO OBTAIN A PAY EQUITY PREFERENCE CERTIFICATE, PLEASE CONTACT THE WOMEN'S PAY EQUITY TASK FORCE BY TELEPHONE: (505) 768-3512 OR ELECTRONIC MAIL: oei@cabq.gov.

PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or nonprofit). Subcontractors, if any, must be identified in a similar manner. Include name, email address and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2 Experience:

2.1.2.1 Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

2.1.2.2 Past Experience. Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a letter of reference for each regarding the work. References must be for work performed in the past three to five (3 to 5) years. DO NOT use City employees or any City elected officials as a reference. Any proposal that includes City employees or elected officials as a reference will not be given consideration for experience when assigning evaluation points. State relevant experience with other municipalities or government entities.

2.1.2.3 Required qualifications:

Experience with equity and inclusion frameworks.

Knowledge of the Albuquerque Pocket of Poverty.

Experience with housing and economic development for low income communities.

Demonstrated community planning experience.

2.1.3 Proposed Approach to Tasks: Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)]. Reference Appendix A, attached hereto, without stating the price structure.

2.1.4 Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit your Cost Proposal separately from your technical Proposal. If provided, follow the sample format attached to this RFP.

2.2.2 The Cost Proposal should, at a minimum, contain the following information:

- The cost for the entire project broken down by the activities or steps shown on the project schedule.
- Estimated periodic billing to the City based on the cost of the deliverable items.
- Cost or pricing details should be shown by task. This might include, but is not limited to:
 - Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.
 - Purchased materials, unit costs, and quantities.
 - Travel, lodging, and other direct expenses.
 - Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

2.2.3 Offerors should show detailed costs by task and number of hours dedicated to each task as listed in the specifications.

2.2.4 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

2.2.5 A Cost Proposal of the required format is attached to this RFP (Appendix A). Your response to this section will be used in performing a cost/price analysis. Upload the Cost Proposal to the e-Procurement System, **DO NOT INCLUDE COST WITH THE TECHNICAL PROPOSAL**. Technical proposals containing cost shall be deemed non-responsive.

PART 3

SCOPE OF SERVICES

1. Provide description of the Pocket of Poverty including:
 - a. Boundaries and map;
 - b. Updated Pocket of Poverty demographic and economic information;
 - c. Updated housing needs;
 - d. Other information as agreed upon.
2. Identify and coordinate with relevant past and current Albuquerque planning initiatives.
3. Evaluate the effectiveness of the 2002 Housing and Neighborhood Economic Development Fund plan and the extent to which it was implemented.
 - a. Identify key community partners and stakeholders and conduct meetings to identify factors that supported or challenged implementation of the plan with input from the HNEDF Committee.
 - b. Evaluate Principles, Goals, and Outcomes of projects and initiatives identified in the 2002 Ten Year Plan.
 - c. Identify new and emerging issues and problems in the Pocket of Poverty. Summarize key findings for the Committee.
4. Conduct a comprehensive community participation process. The community participation component shall include:
 - a. Develop a detailed plan for community participation incorporating input and final approval by the HNDEF Committee;
 - b. Meet with the full HNEDF Committee at designated benchmarks;
 - c. Attend work meetings with designated HNEDF sub-committees as needed to establish an effective collaborative process;
 - d. Conduct one-on-one meetings and focus groups with key stakeholders;
 - e. Public meetings as necessary to develop goals, objectives, strategies for implementation and monitoring and evaluation criteria;
 - f. Public meetings to review a draft Plan as needed;
 - g. Update city website page on a regular basis with relevant information schedules, notices information and decisions.
 - h. Coordinate with Planning Manager at Department of Family & Community Services.
5. Develop an updated Ten Year Comprehensive Neighborhood Development Plan for the use of fund assets and anticipated income, in compliance with the Housing and Neighborhood Economic Development Committee Ordinance (4-2-2-4) and in accordance with current city administrative processes. The Plan shall include:
 - a. An assessment of current housing and economic development problems within the Pocket of Poverty and resources available to address the problems;
 - b. Guiding principles and priorities;
 - c. 10 year goals and objectives with descriptive narrative;

- d. Priority ranking system for proposed projects;
- e. Strategies for implementation;
- f. Standards for monitoring and evaluation of projects;
- g. A financial plan for use of HNEDF fund assets and income;
- h. Consideration of the financial sustainability of the fund;
- i. A proposed schedule for benchmark activities and deliverables.

6. At an agreed upon date, provide the HNEDF Committee with a final draft plan for edit and input.

7. At an agreed upon date, provide the HNEDF Committee with a final Plan for approval.

8. Presentation of Final Plan to City Council through final approval.

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PART 4 EVALUATION OF PROPOSALS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals.

4.2 Evaluation Criteria. The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **01000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

350 -- The Offeror's general approach and detailed plans to meet the requirements of the RFP. Provide a detailed schedule of deliverables for each task, and activity.

250 - Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services.

250 - Demonstrate the Offeror has successfully completed projects of similar scope and size.

150 - Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

PART 5

**Instructions for PREFERENCE CERTIFICATION FORM
For City Local, Small, or Pay Equity Preferences and/or State Resident Business and Veteran Preferences
(Goods & Services)**

1. **ALL INFORMATION MUST BE PROVIDED.** A 5% Small Business Preference, a 5% Local Business Preference, a 5% State Resident Business Preference, a 5% Pay Equity Preference and/or a 5% State Resident Veteran Business Preference (collectively the latter two, "State Preference") are available for this procurement. To qualify, an Offeror **MUST** complete and submit this Preference Certification Form **WITH ITS PROPOSAL**. For a Pay Equity Preference, the City Pay Equity Business Certificate **MUST** be attached. For State Preference the New Mexico State certification of eligibility **MUST** be attached. If a Proposal is received without this Preference Certification Form and any required certifications attached, completed, signed and certified, or if this Preference Certification Form is received without the required information, the preference shall not be applied. **NO FORM SHALL BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**
2. **PHYSICAL LOCATION MUST BE STATED.** To qualify for the Small business or Local Business Preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location identified on the Preference Certification Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.
3. **PREFERENCE CERTIFICATION FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR.** This Preference Certification Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, or by an individual authorized to sign for the Offeror. Subcontractors of the Offeror shall not be used to qualify a Proposal for a preference and should not complete or submit the Form.
4. **APPLICATION OF PREFERENCES.** The State Resident Business Preference or State Resident Veteran Business Preference shall be applied to any Proposals submitted that include a valid, State of New Mexico-issued, Resident Business or Resident Veteran Business Certification Number. The Small Business Preference, and the Local Business Preference shall be applied to all Proposals submitted by eligible small businesses. The local preference only will be applied to all Proposals submitted by eligible local businesses which are not small businesses. The Pay Equity Preference shall be applied to all Proposals submitted that include a City Pay Equity Business Certificate. The total percentage of all preferences awarded shall not exceed ten percent (10%).
5. **DEFINITIONS.** The following definitions apply:
 - The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
 - A Local Business is a business with its Principal Office and Place of Business in the Greater Albuquerque Metropolitan Area.
 - A Small Business is a Local Business that employs an average of fewer than fifty (50) full-time employees in a calendar year. The calendar year immediately prior to the request for the preference should be used.
 - A Place of Business is a business' location in the Greater Albuquerque Metropolitan Areas that is staffed and open to the public on a regular basis.
 - A full-time employee is an employee of the business who is hired to work at least forty (40) hours per week, whether in a permanent, temporary or seasonal status. If all full-time employees of the business are hired to work a shorter work week, the Chief Procurement Officer may reduce this requirement, upon receipt of adequate documentation.
 - Pay Equity Preference shall be applicable as provided in City Ordinance 5-5-31 (as amended by C/S O-17-33).
 - State Resident Business and State Resident Veteran Business shall be applicable as provided in 13-1-21 NMSA 1978.
6. **ADDITIONAL DOCUMENTATION.** If requested, a business shall provide, within three (3) working days of receipt of the request, documentation to substantiate the information provided on the Preference Certification Form. The Chief Procurement Officer shall determine the sufficiency of such documentation.
7. **NO PREFERENCES SHALL BE APPLIED IF FEDERAL FUNDS ARE USED.**

**VENDOR
PREFERENCE
AFFIDAVIT OF ELIGIBILITY**

City of Albuquerque
Purchasing Division

One Civic Plaza – 7th Floor
P.O. Box 1293 Room 7012
Albuquerque, NM 87103
Phone: (505) 768-3320
Fax: (505) 768-3355



Preference Type: (Check applicable preference/s) ☐ **Local-City Business** ☐ **Small Business**
☐ **State Resident Business Preference** ☐ **State Resident Veteran Business Preference** ☐ **Pay Equity Preference**

Legal Name of Firm:

Contact Person:

Telephone:

E-mail Address:

Fax:

Mailing Address:

Physical Address (if Different):

Number of full-time employees working in the city of Albuquerque:

Attach 941 Tax Form

Check all that apply:

☐ **I certify my company meets the following qualifications to be eligible for Local Business Preference:**

1. Is headquartered within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County). Attach 941 I.R.S. Tax Form.
2. Such location is staffed with full-time employees.
3. Such location is open to the public on a regular basis.
4. The vendor is operating or performing its business from this location.
5. Note: A post office box shall not be considered a physical business address.

☐ **I certify my company meets the following qualifications to be eligible for Small Business Preference:**

1. Meets the requirements for a Local Business Preference (see above).
2. Employs fewer than fifty (50) full-time employees in a calendar year. Attach 941 I.R.S. Tax Form

☐ **I certify that I am attaching the Pay Equity Business Certificate.** NOTE: The Pay Equity Form required in Section 1.24 of this RFP is not a Pay Equity Business Certificate, nor does it qualify you for the Pay Equity Preference. To obtain a certificate, please contact the Office of Equity and Inclusion by telephone: (505) 768-3512 or email: oei@cabq.gov.

☐ **I certify that I am attaching the New Mexico State certification of Resident Business.**

☐ **I certify that I am attaching the New Mexico State certification Resident Veteran's Business preference.**

☐ **I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the city in an attempt to qualify for a local or small preference shall be prohibited from bidding on City goods and/or services for a period of up to three (3) years.**

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

ACKNOWLEDGMENT

State of New Mexico

County of _____

Signed and sworn to before me on _____ by _____.

Notary
My Commission expires on _____

**PART 6
DRAFT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Albuquerque, New Mexico a municipal corporation, ("City"), and _____, ("Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for the _____ Department, P _____, titled " _____", which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its Proposal, dated _____, in response to P _____, which Proposal is Exhibit B to this Agreement; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City:

Provide **Consulting Services for the Housing and Neighborhood Economic and Development Committee (HNEDF)**, in accordance with Exhibit A as supplemented by Exhibit B. To the extent the Exhibits conflict with this Agreement, the terms of this Agreement shall govern.

2. Time of Performance. Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within (1) year of the date of execution of this Agreement. This Agreement may be extended for up to (3) additional one-year periods upon written agreement of the parties.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of _____

Dollars (\$_____), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. Method of Payment. Such amount shall be paid to the Contractor in installments, which include any applicable gross receipts taxes, as follows: TBD. Payments shall be made to the Contractor upon completion of each task, upon receipt by the City of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. 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.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.23 or the bonds per the attachments to Exhibit A have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the City.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. **Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

13. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

14. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. Compliance with Laws. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.

16. Changes. The City may, from time to time, request changes in the Scope of 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 City and the Contractor, shall be incorporated in written amendments to this Agreement.

17. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

18. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this

Agreement shall, at the option of the City, become its 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 City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

19. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

20. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

22. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, [attached hereto](#), are hereby made a part of this Agreement.

24. Applicable Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

25. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

26. Force Majeure. Neither Contractor nor City shall be liable for failure to perform its obligations under the Contract due to causes beyond the control and without the fault or negligence of either party which would render such performance impossible or hazardous. Such

causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled (hereinafter "Force Majeure Event").

The party seeking to rely upon a Force Majeure Event(s) for any failure to perform shall promptly inform the other in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested and the parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by either of them as a result thereof.

The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under the Contract.

27. Approval Required. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

Appendix A
Cost Proposal

Identify deliverables of service to be billed under the contract resulting from this RFP. The billing rates should be fully burdened, including overhead, profit, all benefit expenses, training, costs for obtaining insurance, support and administrative services, etc.

The City will only allow for reimbursement costs for travel and travel-related expenses actually incurred during and for the performance of services for the contract awarded under this RFP, and requires that such expenses shall have prior approval of the City.

Detailed Deliverable to the City	Rate
Total Project Cost	

Include applicable New Mexico gross receipts tax in all rates.

DO NOT INCLUDE THE COST PROPOSAL (OR ANY COSTS) IN THE TECHNICAL PROPSAL.

Firm Name:_____

Authorized Representative's Signature:_____ Date:_____

Authorized Representative's Title: _____



Analyze. Advise. Act.

700 South Flower Street, Suite 2995, Los Angeles, CA 90017
T: 310-581-0900 | F: 310-581-0910 | www.hraadvisors.com

May 4, 2020

Claire Gonzales, Senior Buyer
Department of Finance and Administrative Services, Purchasing Division
City of Albuquerque
Post Office Box 1293
Albuquerque, New Mexico 87103

Dear Ms. Gonzales:

On behalf of **HR&A Advisors, Inc.** and **Strata Design, LLC** we are pleased to submit this proposal to assist the City of Albuquerque in creating an updated 10-year comprehensive plan to guide decisions for deploying the City's Housing and Neighborhood Economic Development Fund (HNEDF).

Since the last 10-year plan was completed in 2002, several neighborhoods within the City of Albuquerque's central Pocket of Poverty have experienced significant growth, including the Sawmill District and East Downtown, but core challenges remain, including persistent health and educational disparities, increasing inequality, and crime. Portions of the Pocket of Poverty neighborhoods continue to have substantially higher rates of poverty and lower household incomes than most City neighborhoods.

Our joint venture team has completed substantial work supporting poverty-reduction and economic development work within Albuquerque and throughout the United States. We look forward to applying our local knowledge and national perspective to guide the community through a thoughtful process of identifying neighborhood challenges and opportunities, establishing a set of attainable goals and articulating viable strategies to achieve these goals by deploying the HNEDF and other complementary tools.

- **HR&A** is a private, employee-owned, national economic development and real estate consulting firm that for more than 40 years has partnered with clients in the public, private, and non-profit sectors to revitalize American cities. We will bring to bear lessons learned and best practices from across the U.S., derived from our work on economic development and planning strategies in cities like New York, Boston, Detroit, Baltimore, Raleigh, Los Angeles and many others, collaborating with mayors regarding how to proactively address racial equity and change cultures within city hall through our engagements with the U.S. Conference of Mayors. Our work in developing economic development strategies has focused intensely on issues of inclusive growth and institutional change, and this deep experience will allow us to bring fresh ideas to address the most pressing challenges in Albuquerque's Pocket of Poverty.
- **Strata Design** is an Albuquerque-based, women-owned planning firm (LLC) that has been serving diverse New Mexico communities for over 10 years. Strata brings combined experience in the fields of planning, landscape and architectural design and is committed to comprehensive asset-based community neighborhood development. The firm has first-hand experience working with local non-profits, community-based groups and local governing organizations to build local capacity, access community needs and develop strategies for implementation.

HR&A and Strata agree to comply with all laws stated within the Request for Proposals, agree to the terms and conditions of the Draft Agreement, have received Addendum 1 and have sufficient insurance to meet City requirements. The undersigned are authorized to execute a Draft Agreement with the City should our firms be selected for this project.



We hope you find our team's proposal and qualifications compelling, and we look forward to discussing this opportunity with you. Should you have any questions or comments, please do not hesitate to reach out, either by phone or email:

Paul Silvern
(310) 581-0900
psilvern@hraadvisors.com

Michelle Negrette
(505) 710-4221
stratadesign.nm@gmail.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Silvern', written in a cursive style.

Paul Silvern
Partner, HR&A Advisors, Inc.
700 S. Flower Street, Suite 2995
Los Angeles, CA 90017

A handwritten signature in black ink, appearing to read 'Michelle Negrette', written in a cursive style.

Michelle Negrette
Architect and Founder, Strata Design
711 Amherst Drive SE
Albuquerque, New Mexico 87106



Analyze. Advise. Act.

700 South Flower Street, Suite 2995, Los Angeles, CA 90017

T: 310-581-0900 | F: 310-581-0910 | www.hraadvisors.com

Approach

HR&A is pleased to submit this proposal to the City of Albuquerque's Housing and Neighborhood Economic and Development Committee ("HNEDC") to prepare a 10-year comprehensive plan for the City's 11-square-mile Pocket of Poverty. Our plan will diagnose current housing and economic strengths and challenges in the Pocket of Poverty neighborhoods and guide decision-making regarding future deployment of Housing and Neighborhood Economic Development Fund ("HNEDF") investments and other economic development tools in that area.

Project Understanding

The HNEDF was created in 1987 "to provide maintenance, rehabilitation and expansion of the housing stock and neighborhood economic development programs for the benefit of low- and moderate-income residents" living in a set of central Albuquerque neighborhoods, and to "reduce blight and poverty, increase available housing, create jobs and promote small business development."¹ When the most recent HNEDC plan was released in 2002, the HNEDF had contributed over \$7.0 million to a range of housing, training, educational and economic development projects, but social and economic challenges remained, including persistently higher poverty and lower property values. To address these and other challenges, the 2002 Plan recommended dedicating future HNEDF expenditures via a series of loans and grants in line with a series of goals, including:

- Revitalizing key corridors, including portions of N. and S. 4th St., Broadway Blvd., Mountain Rd., Central Ave., and others where investments could have a significant economic benefit,
- Leveraging public and private investments to support new businesses and reduce business turnover, increase living-wage employment and reduce neighborhood blight, and
- Improving educational achievement and supporting collaborative job training initiatives.

Since the 2002 Plan, some portions of the district have benefitted from substantial residential and employment growth. The Sawmill District has seen new residential buildings, breweries, light industrial uses, and a new luxury hotel. The Explora Museum and renovated Tiguex Park have brought new vitality to the Old Town area and Mountain Road corridor. The East Downtown (EDo) neighborhood anchored by the historic Hotel Parq Central has sprung loft apartments and a row of popular restaurants, and a Metropolitan Redevelopment Area (MRA) recently proposed by the City could potentially catalyze further development in the area. Yet a number of challenges remain, including health and educational disparities, increasing economic inequality, and persistent crime. Portions of the Pocket of Poverty neighborhoods continue to have substantially higher rates of poverty and lower household incomes than most Albuquerque neighborhoods.

¹ City of Albuquerque Ord. 53-1987

In order to address the persistent challenges faced by the Pocket of Poverty neighborhoods most effectively, the HNEDC needs to understand how conditions in these neighborhoods have shifted since the last plan was completed, hear directly from neighborhood residents and stakeholders what challenges they continue to face, assess external opportunities and challenges impacting this area, and then identify a set of clear goals and measurable objectives that can guide future investment decisions to maximize the economic development and housing impact of HNEDF investments.

Team Experience

HR&A has extensive experience in the areas highlighted by HNEDC as crucial for this project. In addition to the full project descriptions with references we have included, this experience is described in more detail below. We would be happy to provide additional information on any of the projects mentioned if requested.

Experience with equity and inclusion frameworks

Our team is deeply committed to advancing equity in cities. Through our Inclusive Cities practice, we develop programs and policies to support those unable to access opportunity within existing economic systems in our cities. At the city, neighborhood, and organizational levels, HR&A identifies actionable strategies to reduce historic and persistent race and class inequalities. As a firm with foundations in real estate, public policy and economic development, HR&A leverages our deep understanding of government, knowledge of local and private economic forces, and commitment to analytical rigor to promote social and economic justice.

We have extensive experience at the intersection of equity, inclusion, and economic development. Our work on behalf of the **Indy Chamber of Commerce** motivated the Mayor to call for a higher minimum wage and broader workforce training. In **Dallas**, we are supporting the Trinity Park Conservancy to implement strategies that will build wealth in communities of color and support MWBE business growth through capacity building and new procurement opportunities. And in **Grand Rapids**, we led development of a strategic roadmap to achieve equitable economic development and mobility. You will see our commitment to equity not only in the work we produce, but also in how we function as a team and engage with stakeholders.

Strata Design has worked with the **University of New Mexico** on understanding issues with respect to equity and inclusion in the City of Albuquerque. We have performed Health Impact Assessments (HIA), worked on gentrification prevention analysis teams, and have developed community outreach tools to include populations in the community participation process.

Experience with housing and economic development for low income communities

Our team has experience analyzing housing market conditions and developing affordability strategies at the regional, city, and neighborhood scale across the country. HR&A brings decades of experience analyzing housing markets and developing affordable housing strategies for cities across the country. We develop comprehensive approaches to solving housing challenges that utilize an optimal combination of public and private resources, existing and innovative land use policies, and leveraged programs. We look beyond traditional federal housing subsidy tools and consider how to best leverage limited public funding, where additional public, private, and philanthropic funding might be raised, and how the regulatory and land use authority of a local government can support affordability.

Our team brings a comprehensive approach grounded in local and national best practices in aligning public and private investment to bring about the greatest public benefit. For over 40 years, we have provided solutions to the most complex urban redevelopment challenges in cities. All of HR&A's recommendations are grounded in the principles of real estate economics. We fundamentally understand how to bridge the divide between private markets and public need to ensure that what we propose is not only viable, but equitable.

Strata Design has provided in-depth analysis of housing development issues and opportunities. We have extensive experience with the Housing and Transportation Affordability Index and have worked with the **Center for New Technology** to analyze zoning and policy to recommend structural changes to support housing choices that can not only save community residents time and money, but can also support community health through increased physical activity and reduced greenhouse gas emissions. We have worked with local and state economic development departments and agencies in both rural and urban communities to create and leverage metropolitan redevelopment plans that provide strategies for economic and reinvestment in blighted and disinvested communities. Strata Design excels in asset based economic development and extensive experience with local communities to build upon local assets, leverage capital, and forge strong community networks.

Knowledge of the Albuquerque Pocket of Poverty

Strata Design has worked in Pocket of Poverty communities for over 20 years on issues related to health, housing and community development. We have worked with the **University of New Mexico**, the **New Mexico MainStreet Program**, and the **City of Albuquerque** to develop regulatory plans, metropolitan redevelopment plans and creative placemaking projects. We have worked with the Baretas community to develop a growers' hub providing access to healthy, locally sourced food. We have worked extensively with the City of Albuquerque Planning Department, Metropolitan Redevelopment Agency, City Council and the Mayor's Office on planning and redevelopment projects in Downtown, Baretas, the North Corridor, West Downtown/Old Town, the University and South Yale neighborhoods, East Downtown/Martineztown and Martineztown/South Santa Barbara ranging from community planning to redevelopment and economic revitalization strategies. We have tested local zoning ordinances, worked with local realtors and developers to understand barriers to and develop strategies for housing diversity in pocket of poverty neighborhoods.

Demonstrated community planning experience

Our team excels at building consensus by bringing together the perspective of multiple stakeholders and supporting collaborative processes. Our Team brings deep expertise in working collaboratively with a broad range of stakeholders, including residents, local government officials, developers, investors, and others, to craft affordable housing policies. To develop a five-year strategic plan for **Atlanta Habitat for Humanity**, HR&A led a collaborative process, involving extensive engagement with the Board of Directors, community members, and other stakeholders. For the **Wake County** Long Term Affordable Housing Plan, we worked with a 32-person steering committee of local stakeholders to identify priority housing needs and tools. HR&A knows how to build consensus among leaders, educate the public, and garner community support for challenging initiatives.

Strata Design has over 23 years of community planning experience in New Mexico. We have served urban and rural communities including Albuquerque, Artesia, Bernalillo County, Carlsbad, Clovis, Corrales,

Espanola, Farmington, Gallup, Las Cruces, Mora, Mountainair, Pojoaque Pueblo, Santa Fe, and Tucumcari. Strata Design has collaborated with national organizations and professionals focused on neighborhood centric development, affordable housing and economic health and opportunity, such as Smart Growth America, the Enterprise Foundation, Gibbs Planning Group, the Incremental Development Alliance and Joe Minicozzi (Urban3) and has an in-depth understanding of the various issues and opportunities communities face with respect to housing and neighborhood development.

HR&A and Strata understand how to meaningfully engage with the community. Our team brings extensive experience designing and implementing innovative public surveys to gather public opinions and feedback to inform planning processes. We deploy authentic, inclusive, and fact-based community engagement processes. HR&A designs processes that surface community needs and drive local decision-making, including through citywide surveys, focus groups, and capacity building workshops. Working with the Open Society Institute and community organizations, HR&A designed and managed the implementation of Blueprint for Baltimore, the largest issue-oriented survey in Baltimore history, reaching over 5,000 people. On behalf of the **City of West Hollywood**, HR&A is creating a long-term strategic plan driven by public engagement, conducting multilingual surveys and community visioning sessions to gauge priorities and solicit ideas. Through our work on Talking Transition and the Baltimore Community Blueprint, HR&A showed how we can prioritize forming partnerships with community organizations and invest in local leadership and talent.

Strata Design has lead community participatory engagement projects for over 25 years. We excel in facilitation and the development and design of interactive public engagement processes that are tailored to community needs. We have hosted workshops, charrettes, community placemaking projects, listening sessions, visioning sessions, open space forums and focus groups in order to engage in a deep understand of community interests and concerns.

Proposed Scope of Work

Phase 1. Discovery

- A. Materials review.** The team will review relevant past and current Albuquerque planning initiatives. Such plans will include the 1993 Ten-Year Comprehensive Neighborhood Development Plan, the 2002 Housing and Neighborhood Economic Development Fund Plan, the more recent Albuquerque & Bernalillo County Comprehensive Plan updated in 2017, "One Albuquerque" economic development plans and initiatives, specific Metropolitan Redevelopment Area (MRA) plans for neighborhoods within the Pocket of Poverty, and other plans identified by the Housing and Neighborhood Economics and Development Fund (HNEDF) Committee or the team.

Deliverable: Annotated inventory of documents reviewed

- B. Kickoff meeting.** Following preliminary research, the team will host a kickoff meeting with the HNEDF Committee to confirm project objectives, timeline, and deliverables. The team recommends inviting other City agency representatives that may have additional insight relevant to this work, including the Department of Family & Community Services, the Office of Equity and Inclusion, and the Metropolitan Redevelopment Agency, among others.

Deliverable: Draft meeting agenda and meeting summary, and any revisions to the workplan resulting from the meeting.

- C. Analyze the Pocket of Poverty.** The team will analyze existing conditions within the Pocket of Poverty:
- **Confirm the study area.** The team will create a map of the Pocket of Poverty informed by the 2002 Plan and input from the HNEDF Committee. Understanding that current boundaries were defined almost two decades ago, the team will use recent demographic and economic data to evaluate these boundaries and provide any recommendations for adjustments.
 - **Analyze socioeconomic conditions.** Upon determining the boundaries, the team will evaluate socioeconomic characteristics, including population, household size, education levels, income levels, race, and other demographic factors, today and over time, to understand the study area's position within the surrounding city and County.
 - **Assess the local real estate market.** The team will examine data and trends in occupancy, rent, and the absorption of new residential, commercial, and industrial development in the Pocket of Poverty study area using third-party data and interviews with real estate brokers, developers, and economic development experts, and document major recent and proposed development projects in the city.

Deliverable: Memo summarizing key findings.

- D. Evaluate the 2002 Housing and Neighborhood Economic Development Fund plan.** The team will evaluate progress toward reaching the goals and benchmarks outlined in 2002 Plan, guided by the following questions (to be further refined through discussion with the HNEDF Committee):

- **Planning**

- How were the Guiding Principles and Preferences in the 2002 Plan used when selecting projects for funding?
- How does the Housing and Neighborhood Economic Development Fund align with other city- or county-wide planning initiatives, including “One Albuquerque” and the Albuquerque & Bernalillo County Comprehensive Plan?

- **Implementation**

- What were the individual projects and initiatives funded following the adoption of the 2002 Plan? Are outcomes of these projects tracked individually, where feasible?
- How are project performance and outcomes monitored and evaluated? What were the measured outcomes? How have the Economic Development Monitoring Standards been used?
- Were there other implementation challenges?

- **Looking ahead**

- What changes have occurred in the Pocket of Poverty and the City that we should take into account when drafting the new Ten-Year plan? Who should we be engaging in the community planning process to understand this further?
- What is the status of the non-funded recommended strategies included in the 2002 plan? Why were they not funded? Are they still relevant and supported?
- Are the goals outlined in the 1993 and 2002 Plans still relevant; should new goals be added?
- How can redevelopment and economic revitalization plans achieve desired economic objectives, but avoid displacement of the residents and businesses that are long-standing in these neighborhoods?
- How might the new Ten-Year plan respond productively to the near- and long-term public health, economic, and fiscal effects of the Covid-19 pandemic?

The team will answer these questions by interviewing City and community stakeholders identified by the HNDEF Committee.

Deliverable: Summary of key findings

Phase 2. Community Planning Process

A. Confirm a community engagement strategy. The team will develop an engagement strategy tailored to demographics and issues specific to the Pocket of Poverty. Our strategy will be designed to safely engage groups typically underrepresented in planning efforts (such as communities of color, low-income residents, people with low English proficiency, and undocumented immigrants). While the current pandemic poses challenges with in-person communication, the following section outlines our recommended strategy for engagement. **We recommend revisiting the community engagement strategy once the project commences to respond to changing restrictions around COVID-19.**

Deliverable: Detailed community engagement plan and timeline

B. Conduct community engagement

The main goals of the community planning process are to: 1) complement the technical analysis of the Pocket of Poverty through receiving community input on the opportunities and challenges in the area, and 2) inform the development of responsive, long-term goals, objectives, and criteria for selecting the types of projects to receive funding. To accomplish these goals, we propose combining the following multi-pronged engagement approach to be conducted in sequential order:

Public visioning session to identify opportunities and challenges in the Pocket of Poverty. If possible, we propose hosting an “open house” visioning session where members of the public can visit informational boards and interactive discussions at their own pace and have more direct discussions with the project team. Where possible, we will leverage existing organizations and venues (e.g. senior centers and youth clubs, destinations like the Railyards Market, cultural hubs such as the National Hispanic Cultural Center and the University of New Mexico, or events—ranging from a farmers market to larger events (depending on timing), such as the New Mexico State Fair or the Albuquerque International Balloon Fiesta) to enable greater attendance; employ live-streaming or live-blogging capabilities; and provide translation or other accessibility services at meetings.

Deliverable: Visioning session materials, summary of feedback received

Issue-specific focus groups or one-on-one meetings to inform development of draft goals, objectives, implementation strategies, and prioritization criteria. Alongside broad, public-facing engagement efforts, we recommend hosting smaller group discussions with an eclectic combination of local stakeholders and expert groups to refine the goals, objectives, and project prioritization criteria. Such groups could be formed to discuss specific issues, such as housing, education, health, crime, and other key components that the Ten-Year plan should highlight. Stakeholders could potentially include Bueno Foods and other local business leaders, the University of New Mexico's Community and Regional Planning Program and other experts, active real estate developers and major property owners and managers in the area, and the Barelás Community Coalition and other local community-based organizations. We propose refining this list through further communication with the HNEDF Committee.

Deliverable: Proposed list of stakeholders, focus group facilitation materials, summary of findings

Area-wide digital survey to vet goals, objectives, and prioritization criteria. Upon drafting these plan components with input from stakeholders, we propose refining them through resident feedback. Subject to review of digital accessibility in the area, the team will explore electronic input tools, such as survey platforms and other smartphone-based tools, and disseminate an area-wide survey to identify which of the plan components are supported by residents and where there is need for refinement.

Deliverable: Digital survey, summary of survey findings

Continued dissemination through the City's website and through social media. Throughout the engagement period, we recommend posting updates onto the City website and using select social media for dissemination. While we anticipate the HNEDF Committee will take the lead in media outreach, including conducting outreach to community groups and City stakeholders with strong

networks across the area, we will support outreach through content creation and strategy development.

Deliverable: Outreach collateral (language to be used for the City website and social media posts), outreach strategy

- C. Attend HNEDF Committee and Sub-Committee meetings, and coordinate with Department of Family & Community Services.** The team will engage HNEDF and other relevant City staff throughout the community engagement process to ensure alignment and effective collaboration.

Phase 3. Plan Drafting

The team will draft the Ten-Year Comprehensive Neighborhood Development Plan informed by Phases 1 and 2. The Plan will include, among other elements:

- Assessment of current conditions, challenges, and opportunities identified in the Pocket of Poverty.
- 10-year goals and development objectives, accompanied by a description of how these goals and objectives were developed, with reference to the input received through the community engagement process.
- Guiding principles and priorities that will dictate the allocation of funds, presented in a prioritization framework for the HNEDF Committee to rank proposed projects.
- Financial plan for the use of fund assets and income, which will include resources available to the Fund and recommendations to ensure financial sustainability of the Fund.
- An implementation schedule that highlights key activities and deliverables and includes recommendations for how the HNEDF Committee could use the framework to identify priority projects, how they could monitor the performance of selected projects, and how they could evaluate projects upon completion.

The team will first submit the draft plan to the HNEDF Committee for review and incorporate edits. Then, per the Housing and Neighborhood Economic Development Committee Ordinance (4-2-2-4), the team will support HNEDF Committee in hosting up to two public hearings to receive public input on the revised plan. Following the public hearing(s), the team will provide the final plan to HNEDF Committee for approval, followed by a presentation to City Council.

Deliverable: Draft plan, final plan, support with hosting public hearing, and final presentation to City Council.

Management Summary

HR&A Advisors, Inc. ("HR&A") and Strata Design will jointly complete the tasks outlined in the proposed scope of work. Both firms have extensive experience with equitable economic development, addressing housing affordability, and conducting community planning processes. The joint venture will leverage Strata Design's intimate knowledge of Albuquerque Pocket of Poverty and HR&A's national experience in planning and economic development.

HR&A

- **Paul Silvern**, Partner at HR&A, will serve as the Partner-in-Charge. Paul will direct all HR&A services and attend all meetings with the client.
- **Kate Collignon**, Partner at HR&A, will serve as Senior Advisor for the project. Kate will weigh in at pivotal points throughout the project, capitalizing on her extensive experience in economic development and community engagement.
- **Alex Stokes**, Principal at HR&A, will serve as the project manager and point of contact for HR&A throughout the project.
- **Alex Meeks**, Analyst at HR&A and a native Albuquerquean, will provide analytical support throughout the project.

Strata Design

- **Michelle Negrette**, Partner and founding member of Strata Design, will serve as the point of contact for Strata Design throughout the project.
- **Maia Mullen** (Affiliate) will provide analytical, planning, and community engagement support during all phases of the process.

Project Team	
<i>HR&A Advisors</i>	<i>Strata Design</i>
<i>Paul Silvern Partner-in-Charge</i>	<i>Michelle Negrette Partner and Founding Member</i>
<i>Kate Collignon Senior Advisor</i>	<i>Maia Mullen Planner and architect</i>
<i>Alex Stokes Project Manager</i>	
<i>Alex Meeks Analyst</i>	



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

John H. Alschuler, Chairman



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

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

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

From Southern California to Brooklyn, and London to Hong Kong, we have guided hundreds of clients in transforming real estate and economic development concepts, and public infrastructure, first into actionable plans then into job-producing, community-strengthening assets. We have served a range of clients – real estate owners and investors, hospitals and universities, cultural institutions, community development organizations and governments – since 1976.

SELECTED AWARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELECT CLIENT LIST

Public Sector

Amtrak
 Brooklyn Bridge Park Development Corporation, NY
 Boston Redevelopment Authority, MA
 Centro Partnership of San Antonio, TX
 City of Austin, TX
 City of Cincinnati, OH
 City of Concord, CA
 City and County of Denver, CO
 City of Minneapolis, MN
 City of Pasadena, CA
 City of Phoenix, AZ
 City of San Antonio, TX
 City of San Diego, CA
 City and County of San Francisco, CA
 City of San Jose, CA
 City of Santa Monica, CA
 City of Seattle, WA
 City of West Hollywood, CA
 Civic San Diego
 Connecticut Department of Transportation, CT
 County of Los Angeles Dept. of Mental Health
 Daniel Island Development Corporation, SC
 Delaware River Waterfront Corporation, PA
 District of Columbia, Housing Authority
 District of Columbia, Office of Planning
 Empire State Development, NY
 Hong Kong International Airport, China
 Invest Atlanta (Atlanta Development Authority)
 Los Angeles Community College District
 Los Angeles County Metropolitan Transportation Authority
 Los Angeles Department of City Planning
 Los Angeles Economic and Workforce Development
 Department
 Maryland National Capital Park and Planning Commission
 Massachusetts Convention Center Authority
 Metropolitan Transportation Authority, NY
 Minneapolis Parks and Recreation Board
 New York City Department of City Planning
 New York City Department of Transportation
 New York City Housing Authority
 New York City Economic Development Corporation
 New Jersey Transit
 Olympic Park Legacy Company, London, UK
 Philadelphia Redevelopment Authority
 Port Authority of New York and New Jersey

Port of Los Angeles, CA
 Prosper Portland (formerly Portland Development
 Commission), OR
 San Diego Unified Port District
 Southern California Association of Governments, CA
 Transport for London, UK
 Union Station Redevelopment Corporation, DC
 U.S. Department of Housing and Urban Development
 Waterfront Toronto, Canada

Developers & Private Sector

Airbnb
 Boeing Realty Corporation
 Brookfield Properties
 Catellus Development Corporation
 Citicorp Real Estate, Inc.
 Delta Air Lines, Inc.
 Disney Development Corporation
 Duke Energy
 Forest City Ratner Companies
 General Growth Properties
 Hanjin International
 Home Depot Company
 Hostelling International USA
 Jamestown Properties
 LCOR, Inc.
 MGM Resorts International
 Macerich Company
 Macy's
 Madison Square Garden
 Major League Soccer
 Montparnasse 56
 New York Times Company
 NRG Energy
 Paramount Pictures
 ProLogis, Inc.
 The Related Companies
 S.L. Green Realty Corporation
 Skanska
 Target Corporation
 Tishman Speyer Properties
 Trammell Crow Company
 Verizon
 Westfield Corporation, Inc.
 Young Woo & Associates

SELECT CLIENT LIST

Education & Healthcare

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

Arts & Culture

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

Civic & Other Not-for-Profit

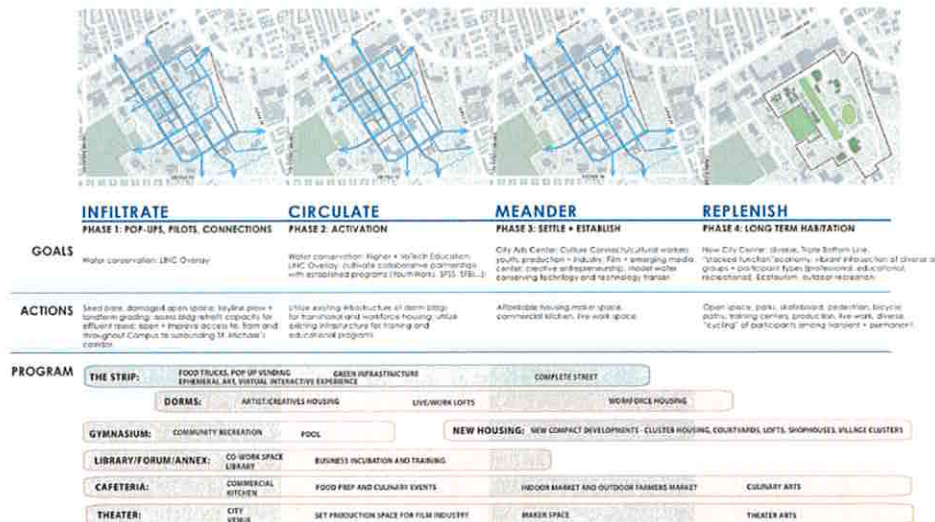
92nd Street Y
100 Resilient Cities
Association for a Better New York
Brooklyn Community Services
Common Ground Community Design
Trust for Public Space Deutsche Bank
Americas Foundation Downtown
Brooklyn Partnership
The Enterprise Foundation
Friends of the High Line
Friends of Waterfront Seattle
The JPB Foundation

Living Cities
Los Angeles County Fair Association
Los Angeles River Revitalization Corp.
Open Society Foundations
Research Triangle Foundation
Rockefeller Foundation
Rose Kennedy Greenway Conservancy
Times Square Alliance
The Trust for Public Land
Trinity Wall Street
Urban Green Council World
Bank Group



“At Strata Design, we value context: history, climate, culture, people, and the potential a place has to contribute in a positive way to its surroundings. Through our process, we dig deep and get our hands dirty. We take the time to talk to people, we listen, and we use what we have learned to generate solutions that have big impact.”

Michelle Negrette, Founder



Strata Design, LLC is a local, award-winning design and planning consulting firm.

At Strata Design, we have extensive experience working with local governing bodies, non-profits and private developers to develop context driven strategies for economic growth and redevelopment. We look for opportunities for short-term and long-term impact.

We have worked in rural and urban communities throughout New Mexico for over 25 years.

Our work is community-planning based. We work to leverage local assets for positive change. We have experience working for developers and municipalities, specializing in developing strategies that support local goals and visions while incentivizing development.

SELECTED HONORS & AWARDS

Strata Design has received numerous awards for our design and planning work.

Turn up Multi-Media Festival

Participatory Engagement Performance

Selected to present with original musical composers community engagement work with migrant families from Central American.
Tucson, AZ 2020

Santa Fe Art Institute,

Truth and Reconciliation Residency,

Development of placemaking projects and art interventions to interpret the often contentious dialogue of the Nextdoor social media platform,
Santa Fe, NM 2019

City of Santa Fe

Santa Fe Midtown Campus Vision Competition,

Selected as one of five design teams to develop strategic visions for the adaptive re-use of the former Santa Fe Institute of Art and Design Campus, Santa Fe, NM 2018

Southwest Love Grant

Abq MainStreet Program Placemaking Project, Albuquerque, NM 2015

NEA Our Town Grant

South Valley Arts and Cultural Strategic Plan, Historic Bridge MainStreet, Bernalillo County, NM 2015

Santa Fe Design Week,

First Place, Casa Esperanza International Design Competition

Design of the master plan and affordable housing design for the Hopewell Mann Housing project in Santa Fe, NM,
Santa Fe, NM 2008

New Mexico MainStreet Awards,

Honor Award Nob Hill/Highland Route 66 Motel Study for Adaptive Re-Use,
Santa Fe, NM 2000

SELECT CLIENT LIST

Public Sector

Bernalillo County
City of Albuquerque, NM
 Department of Cultural Affairs
 Planning Department
 Economic Development Department
 Metropolitan Redevelopment
 Department
 Office of the Mayor
 City Council
City of Espanola, NM
City of Farmington, NM
City of Las Cruces, NM
City of Santa Fe, NM
New Mexico MainStreet Program
Pojoaque Pueblo
Santa Fe Housing Authority
State of New Mexico
National Parks Service
University of New Mexico

Developers & Private Sector

Alice King Community School, NM
Barelas Community Coalition
Clovis MainStreet
Jensen Homes, NM
Laurel Cafe
Montano Family Homes, NM
Rude Boyz Cookies, NM
Pink Warrior Project, NM
Property 1001, NM
La Luz Designs, NM
Tucumcari MainStreet

Arts & Culture

Albuquerque Tourism and Sightseeing
Factory, NM
Artesia Arts and Cultural District, NM
Bernalillo County, NM
Carlsbad Arts and Cultural District, NM
Corrales Arts and Cultural District, NM
Creative Albuquerque, NM
Downtown Albuquerque Arts and
Entertainment District, NM
Gallup Arts and Cultural District, NM
Mora Cultural Compound, NM
Kids Cook/Three Sisters Kitchen, NM
Poeh Cultural Center, NM
Raton Arts and Cultural District, NM
Silver City Arts and Culture District, NM



PROJECT EXPERIENCE

EQUITY AND INCLUSION



United States Conference of Mayors Equity Agenda | 2017

Across the country, discriminatory historical policies have led to lasting disparities in social and economic outcomes across race. Motivated by the recent confirmation of New Orleans Mayor Mitch Landrieu as its President, U.S. Conference of Mayors ("the Conference") has made it a priority to leverage its network of mayors and strategic partnerships to effect changes in policy and governance. As cities take on the challenges of addressing racial disparities, HR&A designed a program for how the Conference can build the capacity of mayors and their staff. The program provided recommendations for elevating the need for government to proactively target racial equity, and supporting cities to make meaningful practice change in how departments make decisions and allocate budget with the goal of reducing racial disparities as a key objective.



Harold Simmons Park Equitable Development Plan | 2019

The Trinity Park Conservancy is proactively linking park investment with community development to address systemic inequities in the neighborhoods around the new Harold Simmons Park, a 200-acre park within the 11,000-acre Trinity River floodway. To facilitate equitable development of the park and local neighborhoods, the Conservancy engaged HR&A to recommend implementable strategies to leverage the \$150M park investment to benefit the diversity of neighboring communities and create a model for equitable park and infrastructure development. HR&A created an Equitable Development Plan (EDP) that provides the Conservancy with a detailed toolkit of policies, advocacy efforts, initiatives, and partnerships to achieve the organization's equitable development vision. First, HR&A conducted real estate market, demographic, and socioeconomic analysis to understand the neighborhood context and consulted with local stakeholders to identify core risk factors and opportunities. By evaluating the successes and failures of past efforts and the unique context of Harold Simmons Park, HR&A developed an Equity Toolkit that provides discrete tactics to prevent involuntary displacement, facilitate the creation of opportunity neighborhoods, protect cultural heritage, promote wealth creating and community ownership, and establish equitable policies and practices within the Conservancy for park management and operations. Finally, HR&A prepared an action plan to guide implementation of the EDP, detailing roles and responsibilities for Conservancy, the City, and private partners.



PROJECT EXPERIENCE



Inclusive Incentive Strategy for Indianapolis | 2018

Indianapolis is a growing city with an emerging tech hub, though like many cities, its growth has not been distributed evenly. Despite overall low unemployment, certain segments of the population in Indy struggle with long-term unemployment and have been unable to participate in Downtown Indy's growing momentum. Within this context, HR&A worked with the Greater Indianapolis Chamber of Commerce ("Indy Chamber") to evaluate its economic development incentive portfolio and ensure programs are aligned with City goals and priorities around promoting equitable growth and ensuring access to opportunity for all residents.

After reviewing past incentive usage and performance, HR&A traveled to Indianapolis and hosted a series of stakeholder roundtables designed to understand community priorities, as well as perceived opportunities and challenges, associated with re-orienting incentive programs to prioritize inclusivity. Following this initial round of engagement, HR&A benchmarked national best practices to help inform the development of recommendations for Indy, which included changes to the tax abatement and training grant programs as well as the establishment of a community impact network. In the final phase of our work, HR&A supported the Chamber in their application for the JPMorgan Chase Advancing Cities Challenge and helped the Chamber operationalize our recommendations through the development of new metrics and associated deal evaluation tools, and by creating a roadmap for implementation. Indianapolis Mayor Joe Hogsett announced HR&A's recommendations – which prioritized a higher minimum wage, health and childcare benefits, workforce training, and positive community impacts – at a public press conference.

ECONOMIC AND COMMUNITY DEVELOPMENT



Market Assessment & Feasibility Analysis for Downtown Mesa Site | 2019

On behalf of the City of Mesa, and as part of a team led by Crandall Arambula, HR&A crafted a market and implementation strategy to support a master plan for Block 17, a 27-acre, vacant downtown site owned by the City. Downtown Mesa has historically seen less development and activity than other regional downtowns in metropolitan Phoenix, but in recent years, the neighborhood has turned a corner, thanks to the expansion of the regional light rail network, a pending Arizona State University satellite campus, and a significant pipeline of residential development. For the Transform 17 master plan, HR&A conducted a market demand assessment to examine the viability of potential redevelopment uses and typologies. HR&A then completed a feasibility assessment for each of three redevelopment scenarios, identifying revenues and subsidy requirements for component uses as well as potential funding sources. The team's preferred scenario was approved by the Mesa City Council in March 2019 and the City is currently seeking a development partner to implement the plan.



PROJECT EXPERIENCE



South Los Angeles Grocery Study | 2019

Los Angeles Alliance for a New Economy (and United Food and Commercial Workers International Union) enlisted HR&A and Estolano LeSar Perez Advisors (ELP Advisors) to develop an initiative to test ideas for addressing the food access crisis in South Los Angeles, informed by deep community engagement. The team analyzed national models for improving food access based on the criteria and mission alignment of LAANE and UFCW. These models will link to a future stakeholder engagement process, business plan, and management structure to promote fresh and quality food access in low income communities that can support better health outcomes and living wage jobs.



Los Angeles Citywide Economic Development Strategy | 2018 (Reference Included)

On behalf of the Economic and Workforce Development Department of the City of Los Angeles, HR&A prepared the City's first citywide economic development strategy. To prepare the strategy, the HR&A team prepared detailed analyses of the City's economy, workforce, and economic development initiatives, and also documented economic development best practices employed by peer cities. These analyses laid the foundation for a needs assessment and SWOT analysis, which were also informed by input from focused roundtable sessions with residents, businesses and neighborhood leaders across the City, as well as a widely-distributed online survey.

The final strategy includes a comprehensive vision statement and set of overarching long-term goals to promote equitable and sustainable economic growth, as well as a detailed five-year implementation plan with actions to direct the City to make meaningful progress toward its vision and goals. The plan includes 16 actions, including actions to strengthen the City's economic development delivery system, actions to strengthen the economy of City communities, actions to empower City residents, and actions to strengthen City businesses and industries. HR&A delivered the final strategy, which also meets federal and other grant funding requirements, in mid-2018.



New York State Downtown Revitalization Initiative | 2017 (Reference Included)

HR&A developed strategic investment plans for four downtown communities that were awarded \$10 million each in state funding through the New York State's Downtown Revitalization Initiative. The program seeks to transform formerly declining downtowns by using targeted public investments that have the potential to leverage and catalyze private investment and create jobs. To develop each plan, HR&A coordinated many project stakeholders, including a team of planning, design, engineering, and public engagement specialists; State agencies, and local planning committees composed of local government, business, and civic leaders. Through the initiative, HR&A helped communities identify 45 catalytic projects that could leverage up to \$40 million of state funding to attract more than \$95 million in other private and public investment, create at least 1,500 jobs, and set the stage for further downtown growth and community development.



PROJECT EXPERIENCE

To develop recommendations, the team reviewed previous local plans; analyzed physical, demographic, economic, and market conditions; and collaborated with local planning committees to create a guiding vision, goals, and strategy for revitalization. HR&A developed criteria that enabled communities to evaluate project impact, feasibility, and costs and develop a list of priority projects. With input and feedback from residents, civic leaders, community groups, and elected officials, the team estimated costs, evaluated funding options, and proposed phasing and implementation strategies to guide the selection of potential projects to receive state funding. HR&A, with support from local engagement partners, managed an extensive participatory process consisting of six local planning committee meetings per community, up to three public meetings per community, and online and on-the-ground public surveys to gather feedback and gauge public support. For each community, HR&A developed a strategic investment plan and an implementation strategy that served as a formal application for program funds. Each Plan included a downtown profile that detailed past and current investments and opportunities for future catalytic investment rooted in local conditions and assets. The state awarded the funding to each project, and has continued the program for other New York communities.



Equitable Development Plan, Grand Rapids | 2019 (Reference Included)

On behalf of the City of Grand Rapids, HR&A managed a multi-disciplinary consulting team including Nelson\Nygaard and Interboro to develop an Equitable Economic Development and Mobility Strategic Plan. The Strategic Plan is intended to set in motion a suite of initiatives that will increase the economic mobility of residents, create higher paying jobs, and deliver safer, more accessible transportation options. The HR&A team worked with a steering committee of local stakeholders to vet potential strategies and determine priority initiatives for implementation. HR&A's work included assessing existing conditions in the City to identify opportunities across the five pillars of the plan: business climate, real estate development, neighborhood business districts, innovation and entrepreneurship, and mobility. The final plan was released in January 2020; it provides detailed guidance on actions the City and its partners will take to promote inclusive economic growth and equitable transportation opportunities.



PROJECT EXPERIENCE



Real Estate Investment Strategy for Downtown Erie | 2017 (Reference Included)

On behalf of a group of civic and business leaders in the City of Erie, Pennsylvania, HR&A developed a real estate investment strategy and business plan for a new 501(c)3 organization, the Erie Downtown Development Corporation, and an Investment Fund to advance the revitalization of Erie's Downtown and spur broader regional economic development. HR&A researched market, physical, and land ownership conditions to identify potential redevelopment sites, articulated a target development program based on site-specific opportunities and near-term market potential, tested the level of gap financing required to make development viable, and outlined the steps and timeline required for implementation. In an ongoing second phase of work, HR&A is currently working to build capacity for implementation by advising the new 501(c)3 organization in its search for a chief executive officer.

AFFORDABLE HOUSING



Wake County Affordable Housing Plan | 2017

In 2017, HR&A led a multidisciplinary team to develop a long-term affordable housing plan on behalf of Wake County – the second fastest growing county in America. The county is currently facing a mounting housing crisis. HR&A identified strategies to preserve and produce affordable housing by leveraging existing public funding, generating new sources of public support, and revising land use regulations. To do so, HR&A reviewed existing affordable housing programs and policies, analyzed demographic and market conditions, performed a housing gap analysis, and conducted a financial feasibility analysis for affordable housing development. HR&A ran an extensive stakeholder engagement process that included a 35-member steering committee of local stakeholders representing different communities in Wake County. The plan provided Wake County an actionable roadmap to guide affordable housing efforts over the next 20 years.

Following the launch of the plan, HR&A continues to assist Wake County in the implementation of three goals from the strategy: (1) developing a gap financing program to support new multifamily affordable housing projects—including revising the County's current selection criteria for its existing rental production loan program and supporting staff to review project applications; (2) assessing the capacity of selected sites to accommodate permanent supportive housing development; and (3) developing a land disposition policy to guide the use and sale of County-owned properties in support of affordable housing, including analyzing legal restrictions and developing feasibility criteria to prioritize parcels best suited for direct development of on-site units.



PROJECT EXPERIENCE



Greensboro Affordable Housing Plan | 2020

On behalf of the City of Greensboro, HR&A is developing a Comprehensive Affordable Housing Strategy that focuses on: 1) the current need for affordable housing in the city, 2) how this need will shift into the future, 3) viable solutions going forward, and 4) the capacity to implement over the 5- and 10-year horizons. In order to fully address housing need in a variety of focus areas, HR&A conducted a market analysis of Greensboro's existing conditions, is forming recommendations and strategies to guide the City's affordable housing efforts, and is making recommendations for the re-structuring of the city's Neighborhood Development Department to efficiently carry out new and existing programs. Formation of the Plan has been accompanied by a robust engagement process with City Council members, municipal leaders and departments, neighborhood organizations, philanthropic organizations, non-profit service providers, and Greensboro residents.



Livable Buckhead Affordable Housing Strategy | 2019

Buckhead, an economic engine for the city of Atlanta, is experiencing a growing mismatch between its housing stock and labor force. As of 2016, 98% of Buckhead area employees commuted to and from the district from outside of Buckhead, a primary cause of traffic congestion in the neighborhood. HR&A, on behalf of the Buckhead Community Improvement District (BCID) and Livable Buckhead, developing a multi-pronged approach for meeting residential demand and expanding housing options across a broad range of household incomes in the Buckhead core. HR&A is conducting a housing assessment, examining demographic and housing market trends, a housing inventory analysis, and a broader market opportunity assessment. HR&A is also conducting a workforce analysis to create a detailed demographic summary of Buckhead's workforce and an origin-destination analysis by census tract. HR&A is completing a rental gap analysis to understand the current supply and need for units by rent level and sales price in Buckhead. Findings will be synthesized through an actionable toolkit of short-term, medium-term, and long-term recommendations to foster the production of housing to address the community's housing gap and congestion concerns. To inform these recommendations, HR&A will develop two financial models to identify the subsidies that would be required to support a range of affordability levels, focusing on the effects of zoning-based tools and subsidy vehicles for both rental and for-sale developments. The project will culminate in a final report and presentation to BCID.



El Paso Housing Needs Assessment | 2015

On behalf of the Housing Authority of the City of El Paso (HACEP), HR&A conducted a housing needs assessment to identify obstacles and opportunities for housing affordability, and recommend policy response and five-year housing goals appropriate for El Paso's unique market context and community needs. HR&A evaluated and synthesized current rental and homeownership programs offered by the HACEP and the City of El Paso. The analysis culminated in a set of data-based strategic conclusions, including two to three key targets and a toolkit of policies, programs, and investments for HACEP moving forward.



PROJECT EXPERIENCE



City of Santa Monica Housing Analyses | 2019

For the City of Santa Monica, HR&A completed a series of housing issue and real estate financial analyses in support of City of Santa Monica Housing Element updates. HR&A conducted detailed analyses of the financial feasibility of developing new market rate apartment and condominium developments, and subsidized apartment projects affordable to lower-income households, in support of recommendations to substantially revise the City's "inclusionary" housing program. HR&A also directed numerous analytic assignments to help the City update its other community benefit requirements on market rate development, citywide and more specifically for a Downtown Community Plan update.



Implementation of Affordable Housing Loan Programs for LA County | 2019

For the CEO of Los Angeles County and the Los Angeles Community Development Authority and Department Of Mental Health, since 1999, HR&A has completed analysis related to various aspects of affordable housing development loan programs. This includes analysis related to program application design, scoring of competitive proposals, and due diligence review, as well as undertaking extensive consultations with applicants and County staff to finalize deal structures. HR&A has also drafted complex loan documents and supported negotiations regarding the loan documents with borrowers, their professional consultants and financial partners, County staff, and the County's outside real estate counsel.

ALBUQUERQUE AND NEW MEXICO EXPERIENCE



Albuquerque Neighborhood Centric Development | Ongoing

The CABQ Economic Development Department has recently contracted with Strata Design to facilitate neighborhood scale economic activity, strengthen neighborhoods, and encourage entrepreneurial activity related to its built environment and to assist with the identification of local barriers to incremental development, including local building codes, zoning codes and the development approval process and develop potential strategies for mitigation. In addition, Strata Design is working with the Metropolitan Redevelopment Department to review existing downtown TIDD/TIF's in New Mexico and propose recommended changes to the Metropolitan Redevelopment Statute that will enable smaller developers to access tax incentives.



PROJECT EXPERIENCE

Lot size req. limits housing choices

The screenshot shows a table with columns for zoning type, lot area, and a list of permitted uses. The text is partially obscured but appears to be a zoning code document.

Albuquerque Central Corridor Initiative Grant | 2018

Strata Design was contracted by the City of Albuquerque Economic Development Department in conjunction with the Transit and Planning Departments to perform planning and urban design services for a Federal Transit Oriented Development Grant. Strata provided zoning and land use analysis of the land adjacent to the Central Avenue Corridor in order to leverage the recent city investment in the rapid transit system to achieve a \$2 billion ROI. Strata provided the local lead planning assistance for the multi-disciplinary redevelopment analysis of the Central Corridor which included Placemakers, Urban3, DPZ Planning, Paul Crabtree, Nelson\Nygaard, and Gibbs Planning. Strata worked with the City of Albuquerque to operationalize the team's research and recommendations through the development of new zoning, recommended changes to city policy and planning documents.



North Corridor Metropolitan Redevelopment Plan | Ongoing

The North Corridor Metropolitan Redevelopment Plan focuses on reinvestment opportunities for the North 4th Street area located north of the downtown area. The community planning process involved outreach and community feedback forums to develop redevelopment strategies. Strata Design worked with city agencies and local constituents to perform vacant land inventories, access issues and opportunities with respect to the corridor and coordinate previous planning efforts, policies and plans.



EDo / Huning Highland / South Martineztown Metropolitan Redevelopment Plan | 2019

The EDo Commercial District, the Historic Huning Highland Neighborhood, and South Martineztown are examples of early Albuquerque neighborhoods shaped first by the railroad and later the realignment of Route 66. Years of disinvestment as a result city policy created large parcels of vacant and under-utilized land along the once vibrant commercial corridors. Strata Design worked with the community representatives and the City Planning Department to identify infrastructure investments and catalytic redevelopment sites in order to leverage the tool kit provided throughout the Metropolitan Redevelopment Area.



Barelas Grower's Hub | Ongoing (Reference Included)

The Barelas Community Coalition recently sought to address the COVID-19 challenge of assisting local grower's market farmers with food distribution due to social distancing requirements which limited the ability of the weekly farmer's market to distribute weekly harvest quickly. The Barelas Community Coalition worked with Strata Design to develop a Grower's Hub which includes various delivery methods for local farmers and leverages other local businesses to increase business opportunities in the community. The initial CSA concept has been grown to include meal kits with menus developed by community chefs, food truck competitions featuring weekly harvests, food preparation, and health information for local community members. The program is being developed in conjunction with SNAP benefits to ensure community access to food.



PROJECT EXPERIENCE

Santa Fe San Isidro Plaza | 2020



On behalf of Columbus Capital Group, a California-based retail real estate developer/owner, HR&A developed and tested the financial feasibility of alternate mixed-use redevelopment concepts for San Isidro Plaza, a 25.5-acre shopping center in Southwest Santa Fe, New Mexico. The southwestern side of Santa Fe has a more modern character than the city's historic downtown and in recent years has emerged as a tourist destination with the opening of Meow Wolf, an immersive arts experience that has drawn visitors and employees from around the country. To support the redevelopment and re-positioning of San Isidro Plaza, HR&A conducted a high level socioeconomic trends and market analysis to assess market support for office, multifamily residential, hospitality and retail and entertainment uses in Southwest Santa Fe to inform the scale and character of market-feasible development scenarios. HR&A developed brief case studies of "experiential retail and entertainment" destinations in similar markets to determine physical space needs and complementary uses that could create value for mixed-use development and help position the site to capture tourist demand. Finally, HR&A analyzed the financial feasibility of alternate development programs through a high level residual land value analysis.



Santa Fe MidTown Campus Project – Strategic Plan Concept | 2018

Strata Design was selected as one of five teams to develop a strategic plan for the redevelopment of the former Santa Fe College Campus. We collaborated with Radicale of Santa Fe and Groundworks Studio in Albuquerque to create a process-based proposal which builds on the existing assets of the Fine Arts campus. Developed as a phased approach and prioritizing the preciousness of water in the immediate context, the concepts offers immediate, short-term, and long-term strategies for the adaptive re-use of the many campus buildings as well as the incorporation of a variety of new housing typologies and business incubation elements. Strata Design's proposal was widely appreciated by both the community and the City of Santa Fe for both its sensitivity to environmental issues as well as its pragmatic and implementable concept.

Espanola Plaza Metropolitan Redevelopment Designation Report | 2020 (Reference Included)



Strata Design worked with the City of Espanola to assess the area around the Historic Plan for the purposes of a Metropolitan Redevelopment Designation. The study of the area included a vacant and underutilized property survey looking at zoning, land use and property value, an inventory of open and closed businesses, crime data and code compliance issues as well as an assessment of infrastructure conditions in order to meet state designation requirements. The assessment process included community outreach and community participation processes to understand stakeholder concerns, issues and aspirations.



PAUL SILVERN

PARTNER

EDUCATION

University of California Los Angeles
Graduate School of Architecture and
Urban Planning
Master of Arts
Architecture and Urban Planning
1979

University of Illinois Urbana
Bachelor of Science (with Honors)
Architectural Studies
1974

WORK EXPERIENCE

HR&A Advisors, Inc.
(Formerly Hamilton, Rabinovitz &
Alschuler, Inc.)
Partner
1993 – Present
Other Senior Positions
1986 – 1993

Lincoln Institute of Land Policy Adjunct
Faculty Associate
1992

City of Santa Monica, California
Policy Development Manager and
Director of Planning
1983 – 1985

Skid Row Development Corporation
Economic Development Specialist
1979 – 1983

Urban Innovations Group
Project Manager
1978 – 1979

University of California Los Angeles
Graduate School of Architecture and
Urban Planning
Teaching Assistant and Research Assistant
1976 – 1978

Pacific Missile Test Center, Pt. Mugu, CA
Public Works Engineering Department
Architect, Plans and Programs Branch
1975 – 1976

Paul is the HR&A Partner in charge of the firm's Los Angeles area office. He has been with HR&A since 1986. Paul specializes in economic impact, fiscal impact, financial feasibility and other real estate advisory services for both private and public clients. This has involved him in television and film studio expansions, hotel developments, high-technology office parks, high-rise office buildings, shopping centers, hospital complexes, university campus expansions, large residential developments, professional sports stadia, mixed-use developments, and a variety of types of planning initiatives. His housing experience ranges from development of affordable housing strategies to drafting regulations for public agencies, to financial analysis for private developers.

Santa Fe San Isidro Plaza | 2020

On behalf of Columbus Capital Group, developed and tested the financial feasibility of alternate mixed-use redevelopment concepts for San Isidro Plaza, a 25.5-acre shopping center in Southwest Santa Fe, New Mexico. Conducted a high level socioeconomic trends and market analysis to assess market support for office, multifamily residential, hospitality and retail and entertainment uses in Southwest Santa Fe to inform the scale and character of market-feasible development scenarios. Developed brief case studies of "experiential retail and entertainment" destinations in similar markets to determine physical space needs and complementary uses that could create value for mixed-use development and help position the site to capture tourist demand. Finally, analyzed the financial feasibility of alternate development programs through a high level residual land value analysis.

Los Angeles Downtown Incentive Zoning System

On behalf of the City of Los Angeles Department of City Planning (LADCP), and in collaboration with Torti Gallas + Partners, is directing a team to support the creation of incentive zoning system(s) in Downtown Los Angeles, as part of an update to the Central City and Central City North Community Plans and new Downtown zoning code. This work is intended to support LADCP in amending or developing new density bonus, Transfer of Development Rights (TDR) and Transfer of Floor Area Rights (TFAR) frameworks, which would require developers to provide specified public benefits in return for the option to access above-baseline property development standards, and incentivize the preservation of historic buildings and Single-Room Occupancy (SRO) buildings. In the first phase, helped identify successful precedents used in other cities and key success factors; and supported the evaluation of existing City and State incentive programs to provide recommendations to LADCP on how to structure the new Downtown LA incentive zoning system(s). In the second phase, a set of financial feasibility analyses of prototypical projects will be conducted to calibrate the benefits and costs of the proposed zoning incentive system(s).



PAUL SILVERN

PARTNER

PUBLICATIONS

Articles and Book Chapters

"Limits to Environmental Protection Innovation: Can EPA Accommodate California and Other Leading Edge States?," with Francine F. Rabinovitz, in National Academy of Public Administration, "Learning from Innovations in Environmental Protection: Commissioned Research Papers, Chapter 17, Washington, D.C., April 2002. Cited in National Academy of Public Administration, environment.gov: Transforming Environmental Protection for the 21st Century, Washington, D.C., November 2000.

"Applying the Concept of Jobs-Housing Balance," with Ed Hamilton, Francine Rabinovitz and John H. Alschuler, Jr., Urban Land, October 1991, pp. 15-18. This article received an honorable mention award from the 1991 Apgar Award Jury for the best article communicating technical concepts to practitioners. Reprinted in The Dispatch, April 1992, pp. 1, 3 & 6 (Los Angeles Section, American Planning Association).

"Negotiating the Public Interest: California's Development Agreement Statute," Land Use and Zoning Digest, American Planning Association, October 1985, pp. 3-8.

"Residential Hotels in Los Angeles: A Case of Benign Neglect," paper presented at State of California Department of Housing and Community Development, "Residential Hotels: A Vanishing Housing Resource," 1978.

"Social Architectural Programming Services for Design of Skid Row Housing" (with George Rand, et al.) in Weideman and Anderson (eds.), Priorities for Environmental Design Research, Washington, D.C.: Environmental Design Research Association, 1978.

Author or co-author of nearly 100 detailed technical reports to public agency, non-profit and private clients, 1986-Present.

Los Angeles Citywide Economic Development Strategy

On behalf of the Economic and Workforce Development Department of the City of Los Angeles leading the creation of the City's first Citywide Economic Development Strategy. This strategy will include a detailed, actionable roadmap for equitable economic growth in the City and the steps necessary for implementation and performance monitoring. Led stakeholder engagement to perform a needs assessment and SWOT analysis to inform the Strategy. Oversaw analysis of the City's economy and workforce, economic development initiatives, and documentation of successful strategies employed by peer cities. Currently leading the drafting a Strategy to encourage broad-based and resilient economic growth.

City of Santa Monica. CA Housing Analyses

For the City of Santa Monica, directed a series of housing issue and real estate financial analyses in support of City of Santa Monica Housing Element updates. Directed detailed analyses of the financial feasibility of developing new market rate apartment and condominium developments, and subsidized apartment projects affordable to lower-income households, in support of recommendations to substantially revise the City's "inclusionary" housing program. Also directed numerous analytic assignments to help the City update its other community benefit requirements on market rate development, citywide and more specifically for a Downtown Community Plan update.

Implementation of Affordable Housing Loan Programs for LA County

For the Los Angeles Community Development Authority and Dep. Of Mental Health, since 1999, directed analysis related to various aspects of affordable housing development loan programs, program application design, scoring of competitive proposals, due diligence review, extensive consultations with applicants and County staff to finalize deal structures, drafting complex loan documents, and negotiations regarding the loan documents with borrowers, their professional consultants and financial partners, County staff and the County's outside real estate counsel.

Neighborhood Stabilization Program for the Los Angeles Community Development Commission

Also for the County of Los Angeles Community Development Authority, assisted in finalizing the initial Neighborhood Stabilization Program implementation concept for spending \$3.5 million to acquire and rehab foreclosed homes in unincorporated areas that are intended for occupancy by low-income households, facilitated a workshop for prospective bidders on its Notice of Funding Availability (NOFA), and directed a rigorous technical review of the proposals submitted in response to the NOFA to enable CDA to select a bidder.



KATE COLLIGNON

PARTNER

EDUCATION

Harvard University
John F. Kennedy School of Government
Master in Public Policy & Urban
Planning
2000

Columbia University
Bachelor of Arts
Urban Studies
1995

WORK EXPERIENCE

HR&A Advisors, Inc.
Managing Partner
2013 – Present

HR&A Advisors, Inc.
Principal
2009 – 2013

Brookfield Properties
Director, Development
2007 – 2009

New York City
Economic Development Corp
Development Dept
Senior Vice President
2000 – 2007

Harvard University Joint Center for
Housing Studies and Neighborhood
Reinvestment Corporation
(now NeighborWorks America)
Leadership Fellow and Research
Assistant
1998 – 2000

Kate brings extensive experience in public-private development, economic development, community engagement, and urban planning with an emphasis on downtown and waterfront revitalization. She manages many of HR&A's complex, mixed-use redevelopment projects. Prior to joining the firm, Kate served as a Development Director with Brookfield Properties, a global asset manager, owner and developer, where she managed commercial and mixed-use development projects in Manhattan and across the country. Previously, Kate worked with the New York City Economic Development Corporation (NYCEDC) for seven years, where she served as Senior Vice President in charge of large-scale planning and development initiatives.

Downtown Revitalization in New York State

For the New York State Downtown Revitalization Initiative (DRI), led the development of strategic investment plans for three downtown communities awarded \$10 million each in State funds: Jamestown, Jamaica (Queens), and the Bronx. Advised State agencies and local committees composed of government, civic, and business leaders. Oversaw planning, design, engineering, policy, and public outreach subconsultants to analyze downtown conditions, identify opportunities and challenges, and identify priority investments to support downtown revitalization and economic development. Over two fast-paced planning processes, developed implementation roadmaps for 35 projects across that could leverage up to \$30 million of DRI funds to attract \$70 million in private and public investment, attract up to 1,350 jobs, and set the stage for further development.

Grand Rapids Equitable Economic Development and Mobility Strategic Plan

On behalf of the City of Grand Rapids, managed a multi-disciplinary consulting team to develop an Equitable Economic Development and Mobility Strategic Plan intended to set in motion a suite of initiatives to increase the economic mobility of residents, create higher paying jobs, and deliver safer, more accessible transportation options. Assessed the City's existing conditions to identify opportunities across the five pillars of the plan: business climate, real estate development, neighborhood business districts, innovation and entrepreneurship, and mobility. Worked with a steering committee of local stakeholders to vet potential strategies and determine priority initiatives for implementation. Developed a final plan that provides detailed guidance on actions the City and its partners will take to promote inclusive economic growth and equitable transportation opportunities.

Action Plan for the North Adams Partnership

Led a multidisciplinary team to create an action plan to drive economic development in the City of North Adams, MA. Created a vision for North Adams' economic and physical future based on stakeholder feedback and analyzed market conditions and potential to recommend projects throughout the city that would strengthen downtown's connection to institutional and outdoor resources. Tested the financial feasibility of priority projects and recommended public and private funding strategies. Produced an action plan that includes a clear vision of future redevelopment and implementation steps for the North Adams Partnership.

Inclusive Development Framework for Detroit's East Riverfront

Creating a real estate development framework and implementation strategy to guide inclusive, mixed-use development along the East Riverfront in Detroit. Articulating area potential and identifying strategic positioning opportunities to inform potential real estate strategies and supporting incentives. Assessing regional housing and economic development trends, and interviewing key public and private stakeholder to recommend a phased implementation plan that outlines the real estate, financing, and governance strategies necessary to facilitate inclusive development and growth of the East Riverfront into the future.

New York Rising: Resiliency Planning in New York City

On behalf of the New York State Office of Storm Recovery, directed a multidisciplinary team to develop a strategy that supports long-term resiliency and economic growth for 7 New York City communities affected by Hurricanes Irene and Lee and Superstorm Sandy as part of the New York Rising Community Reconstruction Program. Led a large team of engineers, architects, planners, healthcare, and other specialists to work with community members to create a community-driven plan for investing federal Community Development Block Grant Disaster Recovery (CDBG-DR)



KATE COLLIGNON

PARTNER

AFFILIATIONS

New York University
Wagner School of Public Service
Adjunct Assistant Professor of Planning
2008 – 2011

AWARDS

Robert W. Wilmers State and Local
Public Service Fellowship Recipient
1998 – 2000

PUBLICATIONS

Colton, K. W. & Collignon, K. (2001).
Multifamily Rental Housing in the 21st
Century. Cambridge, MA: Joint Center
for Housing Studies.

Collignon, K. (2000). Vacant Lots and
Housing Opportunities: Auctions and
Alternatives for Disposition of Vacant
Land Owned by the City of New York.
Capstone paper. John F. Kennedy
School of Government, Harvard
University.

Da Costa Nunez, R. & Collignon, K.
(2000). Supporting Family Learning:
Building a Community of Learners. In J.
H. Stronge and E. Reed-Victor (Eds.),
Educating Homeless Students (pp. 115-
133). Larchmont, NY: Eye on Education.

Collignon, K. (1999). Expiring
Affordability of Low-Income Housing
Tax Credit Properties: The Next Era in
Preservation. Cambridge, MA: Joint
Center for Housing Studies and
Neighborhood Reinvestment
Corporation.

funding to facilitate long-term coastal protection and achieve a breadth of economic, social, and environmental goals. Directed the team's planning efforts, which focused on Lower Manhattan, Red Hook, and neighborhoods surrounding Jamaica Bay.

Public Investment Strategy for the Bronx's Lower Concourse Neighborhood

On behalf of NYCEDC, guided a \$200 million infrastructure investment in the Lower Concourse area of the South Bronx through an analysis of existing economic and real estate conditions. Guided by the NYCEDC's goals of affordable housing development and job creation, analyzed the area's demographics, employment and industry trends, and real estate market conditions to evaluate opportunities and challenges; interviewed real estate brokers, property owners, developers, businesses, institutions, and advocates; and worked with a multidisciplinary team to develop an investment strategy and phasing plan to support mixed-use development and value creation in the near, medium and long terms.

New York City Economic Development Corporation Leadership

As the Senior Vice President of the Development Department at NYCEDC, built and led a 15-person department responsible for comprehensive neighborhood planning and development. Oversaw 22 initiatives, including central business district, neighborhood, waterfront, open space, and industrial revitalization and development. Some of these projects included: plans for Manhattan's 125th Street, Downtown Brooklyn, Coney Island, the Brooklyn waterfront, and Brooklyn Bridge Park. Projects integrated real estate, infrastructure and capital planning in connection with commercial, residential, industrial and open space uses.

OneNYC Project Management and Advisory Services

As part of a team selected by the Office of the Mayor and New York City Economic Development Corporation, supported an April 2015 update to the City's long-term plan, OneNYC. Oversaw the creation of broad and place-based visioning strategies; development of a cross-cutting fact base to document major national, regional, and local trends affecting New York City; and engagement with City leaders and stakeholders to identify priorities in housing, economic development, and empowered neighborhoods and residents. As an update to the 2011 PlaNYC report, worked with City agencies and staff to articulate key initiatives and broaden the scope of the plan to include a focus on economic security and equality throughout New York City. Led evaluation of potential benefits of proposed initiatives for inclusion in the plan, including major municipal transportation planning initiatives.

Strategic Real Estate Advisory for the Port Authority Marine Terminal

On behalf of the Port Authority of New York and New Jersey (PANYNJ), led a multidisciplinary team to determine the redevelopment potential of the Brooklyn-Port Authority Marine Terminal through the preparation of a highest and best use analysis. Examining three redevelopment scenarios that consider current market conditions, regulatory context, public policy, and infrastructure constraints. Assessed the feasibility and financial implications of each scenario by conducting an economic impact and market analysis, which incorporates community priorities, public policy goals, job preservation, and affordable housing and resiliency needs, to position each scenario within a larger market context.

Poughkeepsie Waterfront Master Plan

Supported the City of Poughkeepsie to create a new master plan for the redevelopment of the Poughkeepsie waterfront, as part a team led by Stantec. HR&A reviewed previous studies and existing market conditions to project future trends to provide guidance on redevelopment options. HR&A provided recommendations on economic feasibility based on market conditions, including phasing, funding sources, and public-private partnership opportunities.

Redevelopment Planning for Philadelphia's Central Waterfront

On behalf of the Delaware River Waterfront Corporation, worked as part of a multi-disciplinary planning team led by Cooper Robertson & Partners to provide an implementation strategy for driving waterfront access and redevelopment of a seven-mile stretch of the Delaware River Waterfront in Philadelphia. Completed a market analysis to assess potential demand among all sectors – industrial, commercial office, retail, residential, and hotel. Helped guide the development program, including a strategy to create waterfront destinations on the largest assemblages by extending the low and mid-rise character of the upland residential neighborhoods to the water's edge. Assessed phasing, financing and implementation alternatives that leverage the site's future private development to support essential initial public amenities.



ALEX STOKES
PRINCIPAL

EDUCATION

Université Paris-Dauphine
Masters in Real Estate
2007 – 2008

Harvard University
Bachelor of Arts
History
2003 – 2007

WORK EXPERIENCE

HR&A Advisors, Inc
Principal, Financial Analysis
& Transactions
2016 – Present

HR&A Advisors, Inc
Director
2014 – 2016

HR&A Advisors, Inc.
Senior Financial Analyst
2014

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

HR&A Advisors, Inc.
Analyst
2010 – 2012

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

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

Detroit Greater Corktown Neighborhood Framework, Detroit, MI

Assessing neighborhood real estate market conditions for office, retail, and single and multi-family residential uses. Analysis will help guide identification of near- and long-term catalytic development opportunities and priority projects in Corktown, and to inform a housing strategy. Working with the project team to refine the development and infrastructure priority list for Corktown and identify funding sources available to implement these projects. Includes assessing vertical development for both market rate housing, and the funding and investment required for private development to be able to offer affordable housing. Working with the project team to identify a range of strategies for preserving and creating affordable housing. Preparing an implementation plan for activities anticipated under the first five years of the Framework Plan, including tasks, funding, and responsibilities/partnerships required to advance initiatives and projects during the first 18-24 months.

Decide DeKalb TAD Assessment, Dekalb County, GA

On behalf of Decide DeKalb, provided evaluation, recommendations, and strategic planning services for the County's existing—but currently unused—Tax Allocation Districts ("TADs"), each of which is located in a low-income neighborhood that has seen little development or job creation in recent years. Defined metrics for evaluating the condition and appropriateness of existing TAD boundaries through document review and stakeholder engagement. Assessed community and economic development needs on a countywide and TAD-specific basis through market assessments as well as discussions with stakeholders. Assessed the condition of the existing TADs and provided district-specific recommendations based on that assessment. Currently reviewing the appropriateness of, and proposing opportunities for, the creation of new TADs within DeKalb County based on economic development needs.

Financial Feasibility Analysis for Housing Rehabilitation, Detroit & Flint, MI

Estimated the level of subsidy needed to rehabilitate houses and keep them affordable in Detroit and Flint, MI for the Center for Community Progress. Identified the feasibility gap – the difference between the actual capital costs and the cost that would produce a positive net-present-value – for a range of properties in different conditions and locations. The analysis found that existing incentives that are already available to the cities of Detroit and Flint could significantly reduce the feasibility gap of rehabilitation.

Downtown Mesa Redevelopment Block, Mesa, AZ

On behalf of the City of Mesa, and as part of a team led by Crandall Arambula, crafted a market and implementation strategy to support a master plan for Block 17, a 27-acre, vacant downtown site owned by the City. For the Transform 17 Master Plan, conducted a market demand assessment to examine the viability of potential redevelopment uses and typologies. Completed a feasibility assessment for each of three redevelopment scenarios, identifying revenues and subsidy requirements for component uses as well as potential



ALEX STOKES
PRINCIPAL

AWARDS

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

Harvard Center for European
Studies Research Fellowship

Williams Scholarship

AFFILIATIONS

University of Pennsylvania
School of Design
Lecturer
2015 – Present

funding sources. The team's preferred scenario was approved by the Mesa City Council in March 2019 and the City is currently seeking a development partner to implement the plan.

Economic and Community Benefits Narrative for Mesa City Center, Mesa, AZ

On behalf of the City of Mesa, projected impacts associated with a proposed Arizona State University campus and signature public plaza at Mesa City Center, located in the underdeveloped heart of downtown Mesa, AZ. Crafted a detailed narrative explaining the economic, fiscal and community benefits associated with increased downtown vitality and redevelopment, campus construction and operations, and increased tourism, grounding the analysis using local and national precedents. HR&A's analysis helped secure the university's approval for a new Mesa campus as well as the City's approval of project funding.

Fiscal Impact and Financing Strategy for Mixed-Use Neighborhood, Denver, CO

Advised Broadway Station Partners – the owners of a 40-acre former industrial site adjacent to Broadway Station, a major light rail and bus node south of Downtown Denver – on master plan development, site entitlement, and public infrastructure financing related to a planned 4M SF mixed-use development. Prepared a detailed financial model to project value-capture financing capacity for infrastructure development, including the use of tax increment financing (TIF) and revenues from the local Metropolitan District, a special taxing district. In October 2017, Denver City Council unanimously approved the \$140 million public infrastructure financing request, including the second largest TIF package approved in Denver (\$90 million).

Tax Increment Financing Assessment and Development Strategy, Atlanta, GA

Completed a strategic review of the City of Atlanta's Tax Allocation District Program, which utilizes incremental tax revenues for a range of economic development initiatives in ten districts throughout the City. Assessed fund availability and restrictions and reviewed relevant tax-increment financing programs across the country to identify best practices. Recommended changes to the program's funding strategy and organizational structure, as well as potential changes to Georgia's Redevelopment Powers Act to increase the program's flexibility. Advised on a new methodology to determine program completion and the update of TAD redevelopment strategies.

Kendall Square Affordable Housing Strategy, Cambridge, MA

Assessed the market potential and development feasibility of affordable housing in Kendall Square for the Cambridge Redevelopment Authority. Quantified supportable land values for commercial and mixed-income residential development and tested sensitivities to assess the impact of various income levels development feasibility. Additionally, evaluated the extent to which commercial uses could potentially cross-subsidize residential uses within a large scale, mixed-use development project.

Livernois-McNichols Corridor Revitalization Strategy, Detroit, MI

On behalf of the City of Detroit, provided retail expertise in support of a strategic revitalization plan for the historic Livernois/McNichols Corridor. Building on HR&A's analysis of housing and retail market conditions, provided urban design and tenancing recommendations for local retailers in line with existing anchors and area demographics. Recommended phasing and prioritization of redevelopment actions, identifying key economic development incentives and financing sources to support them.

Sarasota Bayfront Redevelopment Planning, Sarasota, FL

Assessed redevelopment options for a 75-acre waterfront cultural district in Downtown Sarasota. Established guiding principles to shape the community-based planning process for a district of vacant and underdeveloped parcels and prominent cultural and education facilities. Assisted a coalition of civic organizations in advocating for the vision plan and creating the Sarasota Bayfront Planning Organization (SBPO) to lead a waterfront master planning process in partnership with the City and community groups.



ALEXANDER MEEKS

ANALYST

EDUCATION

Massachusetts Institute of Technology
Master of City Planning
Cambridge, MA

Yale University
Bachelor of Arts in Anthropology
New Haven, CT

WORK EXPERIENCE

HR&A Advisors, Inc.
Analyst
July 2019 – Present

Summer Analyst Fellow
June 2018 – September 2018

Armand Corporation
Contract Manager
June 2014 – August 2017

TRAINING AND CREDENTIALS

Sustainability Certificate, 2019
MIT Sloan School of Business

Member of American Society of
Adaptation Professionals

Alex grew up in Albuquerque and is currently based in New York. He supports the design and implementation of policies to promote inclusive economic development and affordable housing development in cities. Prior to joining HR&A, Alex supported post-Hurricane Sandy recovery and resilience programs targeted toward housing, infrastructure, small business, and post-disaster economic development in New York State.

Neighborhood Resource Center Feasibility Analysis & Implementation, Philadelphia, PA

For the City of Philadelphia, supported a feasibility analysis and implementation strategy for the deployment of neighborhood resource centers ("NRCs"), a model of neighborhood-based one-stop centers that would offer holistic education, workforce, and other social services for justice-involved and formerly incarcerated Philadelphians. Completed a nationwide case study analysis to identify best-practice models, proposed and evaluated the tradeoffs between various governance structures for the centers, and supported the development of a financial benefits case and implementation budget for the centers.

Coatesville Opportunity Zone Investment Advisory Services, Coatesville, PA

On behalf of the KNGDM Impact Fund, a fund created by retired NFL player and impact investor Derrick Morgan, created a pitch deck to serve as a compelling narrative presentation on KNGDM's \$200M Opportunity Zone fund with a focus on double-bottom-line investments in Atlanta, GA; Austin, TX; Nashville, TN; and Coatesville, PA.

United for Housing Campaign Facilitation and Consulting, New York, NY

On behalf of the New York Housing Conference, a nonprofit affordable housing policy and advocacy organization, facilitating the "United for Housing" (UFH) campaign, a big-tent coalition of over 50 affordable housing advocates and developers collaborating to develop bold, rigorous recommendations to inform the next mayor of New York City's housing platform. Facilitated a sprint of working group meetings to develop and workshop policy recommendations. Currently drafting the Campaign Report, which shall illustrate the City's housing needs and introduce a set of consensus-backed principles and recommendations around affordable housing for consideration by the next mayor.

Mother Cabrini Health Foundation Housing Grantmaking Strategy, New York

For the Mother Cabrini Health Foundation, a foundation endowed in 2019 with \$3.2B dedicated to improving the health and wellbeing of vulnerable New Yorkers, supported development of a housing grantmaking strategy that recognized housing as a key social determinant of health. Interviewed affordable and supportive housing stakeholders to understand the need for philanthropic investment, crafted a final memorandum and a set of decision matrices that conveyed findings and conclusions from interviews and academic research, examined tradeoffs between potential grantmaking approaches and tactics, and set up the Foundation to select a specific grantmaking strategy best-suited to their goals.

Brickbottom Industrial District Market Analysis, Somerville, MA

On behalf of the City of Somerville, MA, preparing a market analysis to inform the City's community planning process for the Brickbottom Industrial District. Analyzing residential, office, lab, retail, and industrial market dynamics in the neighborhood and Greater Boston Area to advise on their feasibility in Brickbottom. Providing case studies of innovative use combinations—e.g. lab and light industrial—in order to propose a specific development vision that honors the neighborhood's industrial history and serves as a unique draw. HR&A's market study will also support the City's participation in the EPA's Brownfields Program.

Michelle Negrette, RA, NCARB, LEED AP

711 Amherst SE
Albuquerque, NM 87106
505.710.4221

EDUCATION

Master of Landscape Architecture, Distinction, 2001
University of New Mexico, Albuquerque, New Mexico

Master of Community and Regional Planning, 2000
University of New Mexico, Albuquerque, New Mexico

Bachelor of Architecture, Emphasis Urban Design, Trustee Scholar, 1997
University of Southern California, Los Angeles, California

AFFILIATIONS

New Mexico Architectural Foundation
National Council of Architectural Registration Boards
American Planning Association
National Consortium for Creative Placemaking
Women in Design New Mexico
National Main Street Program

PROFESSIONAL EXPERIENCE

Architect/Founder, April 2007 to Present
Strata Design, LLC, Albuquerque, NM
Partner and founding member of local, woman owned architecture, planning and landscape design firm.

ACADEMIC APPOINTMENTS

Instructor, 2015-2017 and 2001-2005
University of New Mexico School of Architecture and Planning, Albuquerque, New Mexico
Graduate and undergraduate level design studio

Instructor, Spring 2009
Art Center Design College, Albuquerque, New Mexico
Graduate and undergraduate level design studio

RESEARCH, PRESENTATIONS AND PUBLICATIONS

"How recent zone changes make small scale development easier," Presented as part of the 2018 Small Scale Development Series of the Incremental Development Alliance, Albuquerque, March, 4, 2018.

"How R-1 Zoning kills Affordable Housing"
Presented at the 2017 Fall New Mexico APA Statewide Conference, April 27-30, 2017.

HONORS, AWARDS AND DESIGN COMPETITIONS

Santa Fe Art Institute, Truth and Reconciliation Resident, 2018-2019
Proposal accepted for the development of placemaking projects and art interventions to interpret the often contentious dialogue of the Nextdoor social media platform.

Santa Fe Midtown Campus Vision Competition, 2018

Selected as one of five design teams to develop strategic visions for the adaptive re-use of the former Santa Fe Institute of Art and Design Campus.

Casa Esperanza International Design Competition, 2007

First Place, Design of the master plan and affordable housing design for the Hopewell Mann Housing project in Santa Fe, NM.

RECENT RELEVANT WORK

- **NM MainStreet Economic Development Community Planning Consultant**, State of New Mexico Economic Development Department, 2018-Present
 - **Opportunity Zones, Planning Consultant**, CABQ Economic Development Department, Present
 - **CABQ Neighborhood Centric Development Initiative**, Planning Consultant, CABQ Economic Development Department, Present
 - **North Corridor Metropolitan Redevelopment Plan**, CABQ Metropolitan Redevelopment, Present
 - **City of Espanola Metropolitan Redevelopment Designation Report**, 2020
 - **East Downtown Metropolitan Redevelopment Plan**, CABQ Metropolitan Redevelopment, 2019
 - **Analysis of the Impact of Building Codes and Zoning Codes on Housing Options**, CABQ Economic Development Department, 2017-Present
 - **Route 66 Action Plan**, update, Present
 - **Property 101 Redevelopments**, Architect and Planning Consultant, Present
 - **Matthew Residential Development**, Master Development Plan and Residential Design, Present
 - **Montano Family Homes**, Master Development Plan, 2018
 - **Strategic Visioning**, Santa Fe Midtown Campus, 2018
 - **Downtown Form Based Zone**, Albuquerque Integrated Development Ordinance, 2017
 - **Analysis of proposed IDO zones potential impact on redevelopment**, 2017
 - **CABQ Incremental Development**, Planning Consultant, 2016-Present
 - **Central Corridors Initiative**, Station Area Planning, 2016-2018
 - **Abq MainStreet Program**, Southwest Love Grant Placemaking Project, 2015
 - **South Valley Arts and Cultural Strategic Plan**, NEA Our Town Grant, Historic Bridge MainStreet – 2015
 - **Design Guidelines**, Albuquerque's Automobile Neighborhoods, 2015
 - **New Mexico MainStreet Cultural Review and Assessment Artesia** – Spring 2014
 - **Arts and Cultural Inventory for Bernalillo County** (with Creative Albuquerque) 2013-2014
 - **Martineztown Metropolitan Revitalization Area Plan**, 2013
 - **ABQ the Plan: Route 66 Action Plan**, 2014
 - **International District Sector Development Plan and Health Impact Assessment**, 2008-2013
 - **Martineztown/Santa Barbara Sector Development Plan**, 2013
 - **Volcano Heights, Volcano Cliffs and Volcano Vista Sector Development Plans**, 2011
 - **Form Based Zones**, City of Albuquerque, 2011
 - **South Yale Sector Development Plan** 2007 – 2009
 - **Residential New Construction, Additions, Remodels and Commercial Adaptive-reuse projects**, 2007-present
-

Maia Mullen

Maia Mullen is a native of Albuquerque, but her architectural and planning career has developed not only locally but on both coasts over the past 20 years. As a sole practitioner and as a member of the Strata team, Maia has gained significant experience in planning and community development. The ability to listen and build consensus benefits her practice and projects by assisting with information management and translating goals into community strategies. Cultivating and maintaining positive and productive relationships is one of her strengths.

Education

- | | |
|------|--|
| 2001 | Master of Architecture
University of California, Los Angeles |
| 1993 | Bachelor of Fine Arts
Georgetown University, Washington D.C. |

Relevant Work History

(2005-2010) Dekker Perich Sabatini - Albuquerque, NM

- Project coordinator for UNM Master Plan Update, UNM HSC Master Plan (*Albuquerque NM*), and Design Overlay for Bridge Boulevard (*Bernalillo County NM*)

(2010 – present) Maia Mullen Design - Albuquerque, NM

- Project coordinator and facilitator for UNM Strategic Housing Plan (*Albuquerque NM*)
- Facilitator for White Rock Development Plan (*White Rock NM*) and Salt Missions Trail Scenic Byway Corridor Management Plan with MRCOG (*Torrance County NM*)
- FF&E coordinator CNM/APS Joint Use Facility (*Albuquerque NM*)

(2010 – present) Strata Design – Albuquerque, NM (Affiliate)

- Designer for International District Metropolitan Redevelopment Plan (*Albuquerque NM*)
- Designer for West Central Development Plan (*Albuquerque NM*),
- Project designer Alice King Community School (*Albuquerque NM*),
- Associate director for downtown initiatives and economic development for the Downtown Action Team (*Albuquerque, NM*)

(2011-2019) Commissioner for Environmental Planning Commission, District 6 - Albuquerque, NM

- Term spanned city transformation from Sector Development Plans to the new Integrated Development Ordinance.
- Commission duties included familiarity with city development policy, zoning code, neighborhood associations and identities, and monthly hearings with public input.
- Additionally, commissioners were required to have the analytical and interpretive skills to make informed decisions that impacted the city's planning, development and growth.

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE

April 30, 2020

City of Albuquerque
Purchasing Division
Attn: Chief Procurement Officer
PO Box 1293
Albuquerque, New Mexico 87103

To Whom It May Concern:

I would like to recommend HR&A Advisors as a community-focused neighborhood planning and economic development consultant based on my experience working with the firm on the Downtown Revitalization Initiative (DRI) for four downtown neighborhood strategies in New York City between 2016 and 2020.

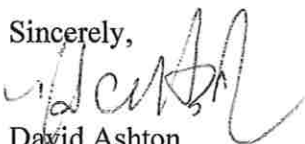
For this initiative, HR&A led technical consulting teams for four downtown communities, each of which was awarded \$10 million in New York State funds: Jamaica in Queens, the Bronx Civic Center, Downtown Brooklyn, and Downtown Staten Island. After HR&A's strong performance in the initial round of DRI funding in 2016-17, we subsequently hired HR&A to evaluate downtown neighborhoods in each of the subsequent DRI rounds, including this year's study on Staten Island.

For each study, HR&A worked with a team of planning, design, and engineering subconsultants to identify priority projects and investment strategies to be supported with State funds; analyze project implementation strategies; and draft investment plans that position the neighborhoods to leverage additional public and private funding.

Critically, HR&A worked with a local planning committee composed of civic, community, and business stakeholders on multiple channels of productive community engagement that played a primary role in shaping revitalization planning and investment fund allocations.

Please feel free to reach out at (518) 391-1444 or david.ashton@dos.ny.gov if you have any questions.

Sincerely,



David Ashton
Program Director



**Department
of State**

May 1, 2020

City of Albuquerque
Purchasing Division
Attn: Chief Procurement Officer
PO Box 1293
Albuquerque, New Mexico 87103

To the City of Albuquerque Purchasing Division:

I am writing to share my strong recommendation of HR&A Advisors, a firm I hired to lead the Grand Rapids Equitable Economic Development Strategic Plan in 2019 and 2020.

HR&A's work spearheaded a suite of initiatives to increase the economic mobility of residents, create higher paying jobs, and deliver safer, affordable transportation options.

HR&A Advisors provided thoughtful analysis, strong technical competence and timely completion of project tasks and deliverables. As the lead consultant, HR&A adeptly managed the consulting team and was able to help us define and implement pivots throughout the process, which were necessitated by community and steering committee input, all while staying focused on the critical objectives. Our process required a diligent and responsive lead, and HR&A delivered.

I highly recommend HR&A Advisors. If you have any questions, please do not hesitate to contact me at jklooster@grand-rapids.mi.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jono Klooster', with a stylized, flowing script.

Jono Klooster
Acting Economic Development Director
City of Grand Rapids



Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • erieinsurance.com

Christina Marsh, CPA
Community and Economic Development Officer

May 1, 2020

City of Albuquerque
Purchasing Division
Attn: Chief Procurement Officer
PO Box 1293
Albuquerque, New Mexico 87103

To the City of Albuquerque Purchasing Division:

I am writing to share my strong recommendation of HR&A Advisors, a firm we worked with in 2017 on a plan to create a new non-profit group, the Erie Downtown Development Corporation (EDDC), to advance our downtown core and regional economic development.

HR&A supported efforts with local leaders in a relatively short time frame to identify potential economic development initiatives, redevelopment sites, and funding requirements to make redevelopment feasible. They also helped us create an implementation strategy for the EDDC, which served as good material for our fundraising efforts to support the operations of the EDDC as well as a separate development fund, which now totals more than \$27 million.

Finally, HR&A reached into their network and helped us identify potential talent for our first CEO of the EDDC.

I highly recommend HR&A Advisors. If you have any questions, please do not hesitate to contact me at christina.marsh@erieinsurance.com.

Sincerely,

Christina Marsh

Christina Marsh, CPA
Chief Community and Economic Development Officer
Erie Insurance Group



Javier E. Sánchez
Mayor

Manuel J. Martinez
Mayor Pro Tem

Councilors

District 1
Dennis Tim Salazar
John L. Ricci

District 2
Peggy Sue Martinez
John Ramon Vigil

District 3
Manuel J. Martinez
Denise D. Benavidez

District 4
Justin J. Salazar-Torrez
Dorothy D. Valdez

Municipal Judge
Stephen S. Salazar

Executive Staff

Interim City Manager
Xavier Martinez

City Clerk
Melissa Velasquez

405 N. Paseo de Oñate
Española, NM 87532
505-747-6100 (Main)
505-747-6084 (Fax)
www.cityofespanola.org

CITY OF ESPAÑOLA

"The Heart of Northern New Mexico...Where Cultures Unite"

City of Española
Planning & Land Use Department
409 N. Paseo de Oñate
Española, NM 87532

May 4, 2020

To Whom It May Concern:

It is my pleasure to recommend Michelle Negrette for consulting services for the City of Albuquerque's Housing and Neighborhood Economics and Development Committee projects.

The City recently finished a contract with Ms. Negrette in which she walked us through the establishment of the City's first Metropolitan Redevelopment Area (MRA). Michelle was professional, prompt and thorough in her work, traits we valued given our lack of experience with this sort of project.

Through the course of her work, she hosted several successful community meetings, twice presented her work to City Council, and was in regular contact with Planning & Land Use Department staff as she developed our MRA Boundary Designation report.

We greatly appreciated Michelle's hard work and meticulous nature. We would love to have her consult on another project for Española, but in the meantime, we are pleased to recommend her for your RFP.

Sincerely,

Richard Hubler
Planning & Land Use Director



1 May 2020

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
1 Civic Plaza NW
Albuquerque NM 87102

RE: Letter of Recommendation for Strata Design for:
Consulting Services for Housing and Neighborhood Economics and
Development Committee - 10 YR Plan

I am writing in support of Strata Design working with the Housing and Neighborhood Economics and Development Committee on crafting a 10 YR Plan. Strata has long experience serving the diverse communities of New Mexico.

Strata Design provided technical research and support throughout the grant process, including extensive community meetings, collaboration with Working Classroom, Creative Albuquerque and UNM Citylab, and developed an Arts and Cultural Plan with the South Valley community, which capitalized on cultural and historical assets for community redevelopment.

More recently, Strata Design has worked with the Barelas MainStreet program to develop our Barelas Grower's Hub, originally conceived as an opportunity to expand the local growers' market outreach in response to the Cover-19 pandemic. Strata Design has helped us expand our concept to serve the community by expanding programming to respond to the needs of our vulnerable populations who rely on SNAP/EBT/WIC. Working with Strata Design and the New Mexico MainStreet Program, we developed a strategy that engages not only our local growers market, but leverages our local restaurants, food trucks and other local businesses to provide access to a variety of food products ranging from CSA (Community Supported Agriculture) boxes, meal prep kits featuring local produce and recipes by local restaurant chefs and chopped-style food challenges for food trucks based on weekly harvests. These efforts focus on equity and access through educational components for youth and families with respect to food preparation and health, and create a platform to share and learn about each others experiences, cultures, histories, life sciences and traditions - at a time when we desperately need connection. This project is now serving to help secure our statewide food system.

Respectfully,

A handwritten signature in blue ink, appearing to be "Cristina M. Rogers".

Cristina M. Rogers
Executive Director
Barelas MainStreet

**VENDOR
PREFERENCE
AFFIDAVIT OF ELIGIBILITY**

City of Albuquerque
Purchasing Division

One Civic Plaza – 7th Floor
P.O. Box 1293 Room 7012
Albuquerque, NM 87103
Phone: (505) 768-3320
Fax: (505) 768-3355



Preference Type: (Check applicable preference/s) ☐ Local-City Business ☐ Small Business
☒ State Resident Business Preference ☐ State Resident Veteran Business Preference ☐ Pay Equity Preference

Legal Name of Firm: Strata Design, LLC

Contact Person: Michelle Negrette

Telephone: 505.710.4221

E-mail Address: mnegrett@mac.com

Fax:

Mailing Address:

711 Amherst Se
Albuquerque, NM 87106

Physical Address (if Different):

Number of full-time employees working in the city of Albuquerque:

Attach 941 Tax Form

Check all that apply:

☐ I certify my company meets the following qualifications to be eligible for Local Business Preference:

1. Is headquartered within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County). Attach 941 I.R.S. Tax Form.
2. Such location is staffed with full-time employees.
3. Such location is open to the public on a regular basis.
4. The vendor is operating or performing its business from this location.
5. Note: A post office box shall not be considered a physical business address.

☐ I certify my company meets the following qualifications to be eligible for Small Business Preference:

1. Meets the requirements for a Local Business Preference (see above).
2. Employs fewer than fifty (50) full-time employees in a calendar year. Attach 941 I.R.S. Tax Form

☐ I certify that I am attaching the Pay Equity Business Certificate. NOTE: The Pay Equity Form required in Section 1.24 of this RFP is not a Pay Equity Business Certificate, nor does it qualify you for the Pay Equity Preference. To obtain a certificate, please contact the Office of Equity and Inclusion by telephone: (505) 768-3512 or email: oei@cabq.gov.

☒ I certify that I am attaching the New Mexico State certification of Resident Business.

☐ I certify that I am attaching the New Mexico State certification Resident Veteran's Business preference.

☒ I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the city in an attempt to qualify for a local or small preference shall be prohibited from bidding on City goods and/or services for a period of up to three (3) years.

Authorized Signature: 

Date: May 3, 2020

Printed Name: Michelle Allison Title: Owner

ACKNOWLEDGMENT

State of New Mexico

County of _____

Signed and sworn to before me on _____ by _____.

Due to COVID-19 shelter in place provisions, we were not able to notarize this form in person but we would be happy to do so in advance of the commencement of this contract (assuming this is compatible with public health restrictions at that time).

Notary
My Commission expires on _____

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: STRATA DESIGN, LLC

DBA: STRATA DESIGN

711 AMHERST DR SE
ALBUQUERQUE, NM 87106-1534

Expires: 22-Jun-2020

Certificate Number:

L0991393072



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

City of Albuquerque

Addendum #1

Solicitation Number: RFP-2020-020-FCS-CG

**Consulting Services for Housing and Neighborhood Economic and
Development Committee (HNEDF)**

Released: 4/28/2020



Deadline for Receipt of Proposals DATE: May 4, 2020 at 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow Proposals to be submitted after this date and time.

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division**

RFB-2020-020-FCS-CG Consulting Services

The purpose of this Addendum No. 1 is to respond to questions that were timely submitted by potential offerors via email:

1. **Question:** May I have a copy of the 2002 report referenced within the RFP, Part 3 of the Scope of Services?

Answer: The 2002 report is provided as an attachment to this addendum.

Please incorporate the change in this Addendum into the original RFP document. Sign and return this Addendum with your RFP response. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

Acknowledged & Returned:



Signature

Paul Silvern, HR&A Advisors, Inc.

Printed Name Title Company



Michelle Negrette
Strata Design, LLC



Analyze. Advise. Act.

700 South Flower Street, Suite 2995, Los Angeles, CA 90017
T: 310-581-0900 | F: 310-581-0910 | www.hraadvisors.com

Proposed Scope of Work

Phase 1. Discovery

- A. Materials review.** The team will review relevant past and current Albuquerque planning initiatives. Such plans will include the 1993 Ten-Year Comprehensive Neighborhood Development Plan, the 2002 Housing and Neighborhood Economic Development Fund Plan, the more recent Albuquerque & Bernalillo County Comprehensive Plan updated in 2017, "One Albuquerque" economic development plans and initiatives, specific Metropolitan Redevelopment Area (MRA) plans for neighborhoods within the Pocket of Poverty, and other plans identified by the Housing and Neighborhood Economics and Development Fund (HNEDF) Committee or the team.

***Deliverable:** Annotated inventory of documents reviewed*

- B. Kickoff meeting.** Following preliminary research, the team will host a virtual kickoff meeting with the HNEDF Committee to confirm project objectives, timeline, and deliverables. The team recommends inviting other City agency representatives that may have additional insight relevant to this work, including the Department of Family & Community Services, the Office of Equity and Inclusion, and the Metropolitan Redevelopment Agency, among others.

***Deliverable:** Draft meeting agenda and meeting summary, and any revisions to the workplan resulting from the meeting.*

- C. Analyze the Pocket of Poverty.** The team will analyze existing conditions within the Pocket of Poverty:
- **Confirm the study area.** The team will create a map of the Pocket of Poverty informed by the 2002 Plan and input from the HNEDF Committee. Understanding that current boundaries were defined almost two decades ago, the team will use recent demographic and economic data to evaluate these boundaries and provide any recommendations for adjustments.
 - **Analyze socioeconomic conditions.** Upon determining the boundaries, the team will evaluate socioeconomic characteristics, including population, household size, education levels, income levels, race, and other demographic factors, today and over time, to understand the study area's position within the surrounding city and County.
 - **Assess the local real estate market.** The team will examine data and trends in occupancy, rent, and the absorption of new residential, commercial, and industrial development in the Pocket of Poverty study area using third-party data and interviews with real estate brokers, developers, and economic development experts, and document major recent and proposed development projects in the city.

***Deliverable:** Memo summarizing key findings.*

D. Evaluate the 2002 Housing and Neighborhood Economic Development Fund plan. The team will evaluate progress toward reaching the goals and benchmarks outlined in 2002 Plan, guided by the following questions (to be further refined through discussion with the HNEDF Committee):

- **Planning**
 - How were the Guiding Principles and Preferences in the 2002 Plan used when selecting projects for funding?
 - How does the Housing and Neighborhood Economic Development Fund align with other city- or county-wide planning initiatives, including “One Albuquerque” and the Albuquerque & Bernalillo County Comprehensive Plan?
- **Implementation**
 - What were the individual projects and initiatives funded following the adoption of the 2002 Plan? Are outcomes of these projects tracked individually, where feasible?
 - How are project performance and outcomes monitored and evaluated? What were the measured outcomes? How have the Economic Development Monitoring Standards been used?
 - Were there other implementation challenges?
- **Looking ahead**
 - What changes have occurred in the Pocket of Poverty and the City that we should take into account when drafting the new Ten-Year plan? Who should we be engaging in the community planning process to understand this further?
 - What is the status of the non-funded recommended strategies included in the 2002 plan? Why were they not funded? Are they still relevant and supported?
 - Are the goals outlined in the 1993 and 2002 Plans still relevant; should new goals be added?
 - How can redevelopment and economic revitalization plans achieve desired economic objectives, but avoid displacement of the residents and businesses that are long-standing in these neighborhoods?
 - How might the new Ten-Year plan respond productively to the near- and long-term public health, economic, and fiscal effects of the Covid-19 pandemic?

The team will answer these questions by interviewing City and community stakeholders identified by the HNEDF Committee.

Deliverable: Summary of key findings

Phase 2. Community Planning Process

A. Confirm a community engagement strategy. The team will develop an engagement strategy tailored to demographics and issues specific to the Pocket of Poverty as well as the constraints on in-person meetings associated with COVID-19, and applicable at minimum to the first several months of the project. Our strategy will be designed to safely engage groups typically underrepresented in planning efforts (such as communities of color, low-income residents, people with low English proficiency, and undocumented immigrants). While the current pandemic poses

challenges with in-person communication, the following section outlines our recommended strategy for engagement.

Deliverable: Detailed community engagement plan and timeline

B. Conduct community engagement

The main goals of the community planning process are to: 1) complement the technical analysis of the Pocket of Poverty through receiving community input on the opportunities and challenges in the area, and 2) inform the development of responsive, long-term goals, objectives, and criteria for selecting the types of projects to receive funding. To accomplish these goals, we propose combining the following multi-pronged engagement approach to be conducted in sequential order:

Public, virtual visioning session to identify opportunities and challenges in the Pocket of Poverty. We propose hosting a virtual “open house” visioning session during which the team will introduce the assignment and facilitate a discussion with the public regarding potential goals, neighborhood challenges and community investment opportunities in the Pocket of Poverty. We propose to coordinate with members of the HNEDF in order to establish parallel and complementary outreach to groups with less access to digital tools, and at minimum will include a toll-free dial-in line to facilitate participation in the visioning session by phone as well as by computer. The team will also discuss strategies to leverage City programs, such as free wifi adjacent to public libraries, to maximize the diversity of participation.

Deliverable: Visioning session materials, summary of feedback received

Issue-specific virtual focus groups or one-on-one meetings to inform development of draft goals, objectives, implementation strategies, and prioritization criteria. Alongside broad, public-facing engagement efforts, we recommend hosting smaller group discussions with an eclectic combination of local stakeholders and expert groups to refine the goals, objectives, and project prioritization criteria. Such groups could be formed to discuss specific issues, such as housing, education, health, crime, and other key components that the Ten-Year plan should highlight. Stakeholders could potentially include Bueno Foods and other local business leaders, the University of New Mexico's Community and Regional Planning Program and other experts, active real estate developers and major property owners and managers in the area, and the Barelás Community Coalition and other local community-based organizations. We propose refining this list through further communication with the HNEDF Committee.

Deliverable: Proposed list of stakeholders, focus group facilitation materials, summary of findings

Area-wide digital survey to vet goals, objectives, and prioritization criteria. Upon drafting these plan components with input from stakeholders, we propose refining them through resident feedback. Subject to review of digital accessibility in the area, the team will explore electronic input tools, such as survey platforms and other smartphone-based tools, and disseminate an area-wide survey to identify which of the plan components are supported by residents and where there is need for refinement.

Deliverable: Digital survey, summary of survey findings

Continued dissemination through the City's website and through social media. Throughout the engagement period, we recommend posting updates onto the City website and using select social

media for dissemination. While we anticipate the HNEDF Committee will take the lead in media outreach, including conducting outreach to community groups and City stakeholders with strong networks across the area, we will support outreach through content creation and strategy development.

Deliverable: Outreach collateral (language to be used for the City website and social media posts), outreach strategy

- C. Attend virtual HNEDF Committee and Sub-Committee meetings, and coordinate with Department of Family & Community Services.** The team will engage HNEDF and other relevant City staff throughout the community engagement process to ensure alignment and effective collaboration.

Should in-person meetings become safe and feasible before the conclusion of this assignment and compatible with the State of New Mexico and City of Albuquerque's COVID-19 social distancing guidelines, it may be possible to hold certain final meetings in-person. We propose to review ongoing health metrics over the course of the assignment and revisit the changing feasibility of in-person meetings if/when possible.

Phase 3. Plan Drafting

The team will draft the Ten-Year Comprehensive Neighborhood Development Plan informed by Phases 1 and 2. The Plan will include, among other elements:

- Assessment of current conditions, challenges, and opportunities identified in the Pocket of Poverty.
- 10-year goals and development objectives, accompanied by a description of how these goals and objectives were developed, with reference to the input received through the community engagement process.
- Guiding principles and priorities that will dictate the allocation of funds, presented in a prioritization framework for the HNEDF Committee to rank proposed projects.
- Financial plan for the use of fund assets and income, which will include resources available to the Fund and recommendations to ensure financial sustainability of the Fund.
- An implementation schedule that highlights key activities and deliverables and includes recommendations for how the HNEDF Committee could use the framework to identify priority projects, how they could monitor the performance of selected projects, and how they could evaluate projects upon completion.

The team will first submit the draft plan to the HNEDF Committee for review and incorporate edits. Then, per the Housing and Neighborhood Economic Development Committee Ordinance (4-2-2-4), the team will support HNEDF Committee in hosting up to two public hearings to receive public input on the revised plan. Following the public hearing(s), the team will provide the final plan to HNEDF Committee for approval, followed by a presentation to City Council.

Deliverable: Draft plan, final plan, support with hosting virtual public hearing, and final, virtual presentation to City Council.

Exhibit C

HR&A Advisors, Inc.
Strata Design, LLC

Appendix A
Cost Proposal

Identify deliverables of service to be billed under the contract resulting from this RFP. The billing rates should be fully burdened, including overhead, profit, all benefit expenses, training, costs for obtaining insurance, support and administrative services, etc.

The City will only allow for reimbursement costs for travel and travel-related expenses actually incurred during and for the performance of services for the contract awarded under this RFP, and requires that such expenses shall have prior approval of the City.

Detailed Deliverable to the City	Rate
Phase 1 (Discovery): Materials review, kick-off meetings, Pocket of Poverty data analysis, review and analysis of 2002 Plan goals/progress Deliverables: Annotated inventory of documents reviewed, Kick-off meeting agenda and meeting summary, memorandum summarizing Pocket of Poverty analytic findings, Summary of findings regarding 2002 Plan	 \$33,885 based on 128 combined hours (Avg. hourly rate of \$265)
Phase 2 (Community Planning Process): Confirm engagement strategy, conduct community engagement, attend HNEDF Committee and Sub-Committee meetings/coordinate with DFCS Deliverables: Community engagement plan & timeline, visioning session materials & summary of feedback, list of focus group stakeholders & meeting materials, summary of findings, digital survey & summary of findings, outreach collateral	 \$26,790 based on 157 combined hours (Avg. hourly rate of \$171) \$1,440 of estimated travel costs for HR&A (if travel is possible) Total Projection: \$28,230
Phase 3 (Plan Drafting): 10-Year Comprehensive Neighborhood Development Plan Deliverables: Draft plan, final plan, support with hosting public hearing, and final presentation to City Council.	 \$33,590 based on 167 combined hours (Avg. hourly rate of \$201) \$1,440 of estimated travel costs for HR&A (if travel is possible) Total Projection: \$35,030
Total Project Cost	\$97,145 total, including \$94,265 in labor and \$2,880 in travel costs

*We will invoice on a monthly basis based on percentage of tasks complete.

Include applicable New Mexico gross receipts tax in all rates.

Firm Name: HR&A Advisors, Inc.
Authorized Representative's Signature:

Date: 5/4/20
Authorized Representative's Title: Vice-President

Firm Name: Strata Design, LLC
Authorized Representative's Signature:

Date: 5/4/20
Authorized Representative's Title: Partner and Founding Member

RFP-2020-020-FCS-CG, "Consulting Services for the Housing and Neighborhood Economic and Development Committee (HNEDF)"



HR&AADV-01

JUDYMILWARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2020

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

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

PRODUCER NFP Property & Casualty Services, Inc. 707 Westchester Avenue Suite 201 White Plains, NY 10604	CONTACT NAME: Judy Milward PHONE (A/C, No, Ext): (914) 406-7909 FAX (A/C, No): (914) 358-6909 E-MAIL ADDRESS: jmilward@nfp.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hartford Fire Insurance Company	
INSURER B: ACE American Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	16SBAAB5505	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	16SBAAB5505	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	16SBAAB5505	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
	\$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
B	E&O/Professional Lia			D95518084	7/30/2020	7/30/2021	Each Occ/Aggregate \$ 3,000,000
B	E&O/Professional Lia			D95518084	7/30/2020	7/30/2021	E&O Deductible \$ 50,000

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

City of Albuquerque Risk Manager, Department of Finance and Administrative Services is listed as additional insured when required by written contract.

CERTIFICATE HOLDER City of Albuquerque P.O. Box 470 Albuquerque, NM 87103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/24/2020

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

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

PRODUCER Doug Jones c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME: PHONE (A/C, No, Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266 E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : American Zurich Insurance Company	
NAIC # 40142	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 TriNet HR IV, LLC Labor Contractor, for co-employees of: HR&A Advisors, Inc.
 909 Third Ave Fl 10
 New York, NY 10022

COVERAGES

CERTIFICATE NUMBER: 20NY605824813

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	WC 47-58-033-09	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	07/01/2020	07/01/2021	Client# 9AKX-NY

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

Coverage is provided for only those co-employees of, but not subcontractors to:
 HR&A Advisors, Inc.
 99 Hudson Street 3rd Floor
 New York, NY 10013

CERTIFICATE HOLDER

City of Albuquerque
 Risk Manager, Department of Finance and Administrative Services; P.O. Box 470
 Albuquerque, NM 87103

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SPECTRUM POLICY DECLARATIONS (Continued)**POLICY NUMBER:** 16 SBA AB5505

LOSS PAYEE: FORM SS 12 12
SEE FORM IH 12 00

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 12 06	SS 00 07 07 05	SS 00 08 04 05
SS 00 64 09 16	SS 84 15 09 07	SS 84 16 09 07	SS 41 70 06 11
SS 41 71 06 11	SS 01 21 06 14	SS 01 26 07 18	SS 01 36 12 14
SS 01 93 09 95	SS 01 97 09 09	SS 10 11 10 15	SS 89 93 07 16
SS 00 60 09 15	SS 00 61 09 15	SS 04 19 07 05	SS 04 20 07 05
SS 04 22 07 05	SS 04 30 07 05	SS 04 33 04 05	SS 04 39 07 05
SS 04 41 03 18	SS 04 42 03 17	SS 04 44 07 05	SS 04 45 07 05
SS 04 46 09 14	SS 04 47 04 09	SS 04 74 09 07	SS 04 75 09 07
SS 04 78 12 17	SS 04 80 03 00	SS 04 85 04 01	SS 04 86 03 00
SS 04 87 07 05	SS 40 18 07 05	SS 40 93 07 05	SS 40 98 04 05
SS 41 46 12 17	SS 41 51 10 09	IH 10 01 09 86	SS 05 09 07 00
SS 05 47 09 15	SS 51 06 01 15	SS 51 10 03 17	SS 51 11 03 17
SS 12 12 03 92	SS 12 15 03 00	106373	IH 99 40 04 09
IH 99 41 04 09	SX 80 01 06 97	SS 82 23 09 15	SS 83 76 01 15
SS 12 23 06 11			
IH 12 00 11 85	ADDITIONAL INSURED -	MANAGER/LESSOR	
IH 12 00 11 85	SCHEDULED PROPERTY	SCHEDULE	
IH 12 00 11 85	ADDITIONAL INSURED -	PERSON-ORGANIZATION	
IH 12 00 11 85	LOSS PAYEE		
IH 12 00 11 85	ADDITIONAL INSURED -	OWNER, LESSEES OR CONTRACTOR	
IH 12 00 11 85	ADDITIONAL INSURED -	STATE/POLITICAL SUBDIVISION	
IH 12 00 11 85	WAIVER OF SUBROGATION		

BUSINESS LIABILITY COVERAGE FORM

QUICK REFERENCE

BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C. - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Liability And Medical Expenses Definitions**.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. - Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES**Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

BUSINESS LIABILITY COVERAGE FORM

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS**1. Applicable To Business Liability Coverage**

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

BUSINESS LIABILITY COVERAGE FORM

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

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- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

BUSINESS LIABILITY COVERAGE FORM

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

BUSINESS LIABILITY COVERAGE FORM**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

BUSINESS LIABILITY COVERAGE FORM

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

BUSINESS LIABILITY COVERAGE FORM

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 23. "Volunteer worker" means a person who:**
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

Business Unit: POFCS Requisition: RFC0012658 Requisition Name: HR&A CCN202100653 Requisition Origin: FCY Hold PO Process: Header Comments: CCN: 202100653 Consulting Services for HNEDF; Supplier ID: 0000153010 Supplier Name:HR & A Advisors Contract Amount: \$97,145.00 ; TOP 2/1/2021 to1/31/2022 ***** Attention Purchasing - Please create POR *****	Requester: E42729 Requested By: Zhao, Haiyan Entered Date: 2/23/21 Requisition Type: PT or PT Types Source Next Yr:	Status: Pending Currency: USD Requisition Total: 97,145.00 Blanket Exp Date:
Line: 1 Desc: Consulting Services for the Housing and Neighborhood Quantity: 1.0000 UOM: EA Price: 90,270.00 Line Total: 90,270.00 Supplier: HR & A ADVISORS INC Category: 958-28 Corrections Management Service Buyer ID: E31190 Buyer Name: Chavez, Monica J Cert Source: COA Class: NOT LOCAL <div>Amt Only Flg: Y</div>		

Ship Line: 1 Attention: Zhao, Haiyan Ship Via: COMMON	Ship To: 10021 Due Date: Freight Terms: DES	Address: FC-Administration 400 Marquette NW Room 504 Albuquerque NM 87102	Shipping Quantity: 1.0000 Shipping Total: 90,270.00																																																
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Line: 2 Desc: Consulting Services for the Housing and Neighborhood 2 Quantity: 1.0000 UOM: EA Price: 6,875.00 Line Total: 6,875.00 Supplier: HR & A ADVISORS INC Category: 958-68 Support Services, Management Buyer ID: E31190 Buyer Name: Chavez, Monica J Cert Source: COA Class: NOT LOCAL <div>Amt Only Flg: Y</div>

Ship Line: 1 Attention: Zhao, Haiyan Ship Via: COMMON	Ship To: 10021 Due Date: Freight Terms: DES	Address: FC-Administration 400 Marquette NW Room 504 Albuquerque NM 87102	Shipping Quantity: 1.0000 Shipping Total: 6,875.00																																																
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