



City of Norfolk

Department of Public Works

April 19, 2017

Mr. R. Neville Reynolds, PWS
Vanasse Hangen Brustlin, Inc.
351 McLaws Circle, Suite 3
Williamsburg, Virginia 23185

**Re: Notice to Proceed – National Disaster Resilience Competition (NDRC) – Ohio Creek
– Environmental Services**

Dear Mr. Reynolds:

In accordance with the terms of your Agreement and your verbal Notice to Proceed date of March 2, 2017, this is your executed Agreement.

Please ensure the City of Norfolk Project No. 17020 and Contract No. 26369 appear on all proposals and invoices in order to ensure expeditious processing.

Sincerely,

David L. Ricks, P.E.
Director

encl: (1) Executed Agreement

cc: Budget Manager/Enterprise Controller
Director of Finance
Scott Smith, P.E., Coastal Resiliency Manager
E-Builder Project #17020



Inter Department Correspondence Sheet

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

FROM: Martha P. McGann, Deputy City Attorney

COPIES TO: _____

SUBJECT: Vanasse Hangen Brustlin, Inc. / City – Ohio Creek
File #2016-188724-MPM

April 18, 2017

Please find enclosed a fully-executed original copy of the above Agreement with Vanasse Hangen Brustlin, Inc. Please forward the original copy to Vanasse Hangen Brustlin, Inc. and keep a copy for your file. Thank you.


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

MPM:sb
Enclosure

**AGREEMENT BY AND BETWEEN THE CITY
OF NORFOLK AND VANASSE HANGEN BRUSTLIN, INC.**

This Agreement, dated this 7th day of April, 2017, between and among City of Norfolk, a municipal corporation chartered by the Commonwealth of Virginia, (the "City") and Vanasse Hangen Brustlin, Inc. (the "Contractor").

WHEREAS, the City desires to procure environmental services for the City as a sub-recipient to the Commonwealth of Virginia's HUD-National Disaster Resilience Funding (NDRC – Ohio Creek Project), including preparation of Environmental Assessments, Environmental Impact Statements, Permitting and additional services and accordingly issued a Request for Proposals dated August 19, 2016, for such services (the "RFP"); and

WHEREAS, the Contractor is qualified to provide such services and submitted its Proposal dated September 29, 2016 and Rate Schedule dated November 9, 2016, in response to the RFP (collectively, the "Proposal"); and

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

WITNESSETH:

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

1) SCOPE OF SERVICES

The Contractor shall provide the services on an as needed basis as set forth in the RFP attached hereto and incorporated herein as Exhibit A and the Proposal and Rate Schedule attached hereto and incorporated herein, collectively, as Exhibit B. The following Exhibits are a part of this Agreement:

1. Exhibit A - RFP with Addenda
2. Exhibit B - Proposal and Rate Schedule

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

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

2) TERM

The term of this Agreement shall be for a period of one year with two options to renew for additional one-year periods.

3) COMPENSATION

The City will pay Contractor hourly rates set forth in Exhibit B.

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

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

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

4) APPROPRIATION OF FUNDS AND RECEIPT OF GRANT FUNDS

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the Council of the City of Norfolk and receipt of CDBG/NDR funds. The City shall not incur any obligation or liability under this Agreement beyond the funds appropriated for such obligation or liability and/or receipt of CDBG/NDR funds in any fiscal year in which this Agreement is in effect. Funds are certified for the Initial Term of this Agreement. In the event the City exercises an option for an additional year, the Director of Finance shall certify the funds for that Contract Year. If such funds are not available and/or appropriated, the City may cancel the Agreement without incurring any liability and/or damages of any type to the Contractor but for the City's obligation to pay for goods actually delivered or services performed through the date of cancellation. Any such cancellation may be by a written notice from the City to the Contractor.

5) PAYMENT OF SUBCONTRACTORS

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

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Agreement; or

b. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

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

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

6) INSURANCE REQUIREMENTS

The Contractor shall maintain during the term of this Agreement insurance of the types and in the amounts described below. All general liability and automobile/vehicle liability policies will be written in an "occurrence" form unless otherwise specifically approved by the City. The City of Norfolk will be named on such liability policies as "Additional Insured" on such policies. Insurance policies shall provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of the policies. Contractor will provide City advance notice of material change adverse to City's interests. If the Contractor fails to maintain the insurance as set forth in this Agreement, upon ten days advance notice to allow Contractor to cure any insurance deficiency, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense. A combination of primary and umbrella or excess liability insurance may be utilized to meet the required minimum insurance policy limits below.

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

B. **WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE:** The Contractor shall maintain the applicable statutory Workers' Compensation

Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.

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

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

7) INDEMNIFICATION

The Contractor shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or death, brought or recovered against the City and its representative to the extent caused by a negligent act or negligent omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit. The Contractor must pay all litigation costs, attorney's fees, settlement payments and any damages awarded. This paragraph shall survive the expiration or termination of this Agreement.

8) FORCE MAJEURE

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

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

9) CITY OF NORFOLK BUSINESS LICENSES

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

10) DEFAULT AND TERMINATION

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

11) SUSPENSION OR TERMINATION OF AGREEMENT BY CITY

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

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

12) CONTRACTUAL DISPUTES

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

13) ASSIGNMENT

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

14) NOTICES

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

Notices to the City shall be addressed as follows:

City Manager
City of Norfolk
1101 City Hall Building
810 Union Street
Norfolk, Virginia 23510

With copy to:

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

Notices to Contractor shall be addressed as follows:

Vanasse Hangen Brustlin, Inc.
351 McLaws-Circle
Williamsburg, Virginia 23185
Attn: R. Neville Reynolds, PWS

15) INDEPENDENT CONTRACTOR

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

16) SEVERABILITY

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

17) WAIVER

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

18) CHANGES

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

19) GOVERNING LAW AND VENUE

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

20) ETHICS IN PUBLIC CONTRACTING

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

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

21) NON-DISCRIMINATION

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

22) DRUG FREE WORKPLACE

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

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

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

23) COMPLIANCE WITH FEDERAL IMMIGRATION LAW

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

24) AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

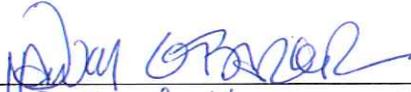
Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business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

25) FEDERAL REGULATORY REQUIREMENTS

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

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

VANASSE HANGEN BRUSTLIN, INC.

By 
Title: Regional Manager 4/7/17

CITY OF NORFOLK

By Douglas A. Smith
Interim City Manager

ATTEST:

[Signature]
City Clerk

CONTENTS APPROVED:

[Signature]
Chief Resilience Officer

CONTENTS APPROVED:

[Signature]
Director of Public Works

FORM AND CORRECTNESS APPROVED: ZUPM

[Signature]
Deputy City Attorney

CERTIFICATE OF FUNDING

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

AMOUNT: 1,000,000
ACCOUNT: 2500-41-9229-5307 (FY17)
VENDOR: VC0000101900
CONTRACT NO.: 26369

[Signature] 4/4/17
Director of Finance Date
BCM

EXHIBIT A

Posted: August 19, 2016

REQUEST FOR PROPOSAL

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

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

1. Sealed Proposals must be received no later than 2:00 p.m. (e.s.t.), Thursday, September 29, 2016, addressed to Director, Department of Public Works, 810 Union Street, Room 700, Norfolk, Virginia 23510.

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

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

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

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SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES

A. Background:

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

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

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

Individual elements consist of the following:

Shoreline Protection

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

Stormwater Management

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

Community Amenities

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

The City is seeking Environmental services from a qualified firm to augment the City’s Program Team for the NDRC–Ohio Creek Project. The Environmental Services will develop a plan to comply with the NEPA requirements for federally funded projects.

B. Purpose:

The purpose of this Request for Proposals (“RFP”) is to procure Environmental Services for the City as a sub-recipient to the Commonwealth of Virginia’s HUD-National Disaster Resilience Funding. All HUD-assisted projects are required to undergo an environmental review to evaluate environmental impacts. The City seeks proposals from experienced firms to provide the needed services to support and advise the City on environmental regulatory issues including preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS) (if required), as well as additional activities as defined in the scope of services. The City is working with the Commonwealth to determine the level of study required.

C. Scope of Services:

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

1.0 Environmental Assessment (EA)

- 1.1 Develop program to comply with National Environmental Policy Act (NEPA) and related laws (24 CFR Part 50 and Part 58) and authorities.
- 1.2 Identify elements, studies and analysis required to complete, submit and receive approval of EA.
- 1.3 Prepare, submit and receive approval of EA.
- 1.4 Develop a schedule and identify milestones.

2.0 Environmental Impact Statement (EIS)

- 2.1 Develop program to comply with National Environmental Policy Act (NEPA) and related laws (24 CFR Part 50 and Part 58) and authorities.
- 2.2 Identify elements, studies and analysis required to complete, submit and receive approval of EIS.
- 2.3 Prepare, submit and receive approval of EIS.
- 2.4 Develop a schedule and identify milestones.

3.0 Additional Environmental Permitting

- 3.1 Provide a permitting framework for individual elements of the NDRC – Ohio Creek Project.
- 3.2 Prepare environmental permits for individual project elements including but not limited to Joint Permit Application JPA; or
- 3.3 Provide technical review of environmental permits for individual project elements, prepared by others.

4.0 Additional services

- 4.1 Participation at public meetings related to the NDRC – Ohio Creek Project.

D. Performance and Contract Management

Timeliness and Responsiveness – The selected Consultant shall return the City’s Program Management Team’s phone calls and/or e-mails within forty-eight (48) hours. City Program Management Team and the consultant(s) will develop mutually agreed upon deadlines for specific deliverables or technical assistance as appropriate. Consultant’s failure to meet mutually agreed upon task-specific deadlines may result in five percent (5%) penalty discount on the subsequent invoice.

E. Fees and Costs

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

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

SECTION II – INSTRUCTIONS TO OFFERORS

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

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

B. Offerors of Record:

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

C. Questions and Addenda:

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

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

All questions shall be submitted no later than 3:30 p.m. on September 19, 2016.

Questions received after that time will not be considered. The answers to questions submitted will be provided in an Addendum which shall be posted on September 23, 2016.

D. Offeror Obligation:

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

E. Anti-Collusion:

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

F. Ethics in Public Contracting:

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall abide by such provisions in submission of its proposal and performance of any contract if awarded. See Attachment B.

G. Nondiscrimination:

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

H. Debarment Certification:

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

I. Compliance with Federal Immigration Law:

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

J. Authorization to Transact Business in the Commonwealth:

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

K. Schedule of Events:

Event	Date
RFP Issued	August 21, 2016
Question Deadline	September 19, 2016, 3:30 PM
Addenda Issued	September 23, 2016
Proposals Due	September 29, 2016, 4:00 PM
Oral Presentations, if any	October 12, 2016
Negotiations	October 19, 2016
Intent to Award posted	October 26, 2016
Executed Contract	December 2, 2016
Contract commences	December 9, 2016

L. Proposal Submission:

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

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

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

M. Preparation of Proposals:

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

N. Proprietary Information/Non-Disclosure:

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

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

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

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

P. RFP Closing

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

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

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

R. Cost incurred in Responding:

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

S. Disposition of Proposals:

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

T. Proposal Evaluation Process:

Evaluation of proposals will be within the discretion of the City. It is the intent of this RFP that all services be provided complete in all respects without need by the City to engage separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

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

U. Selection Committee:

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

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

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

2. Selection: The City will select an applicant generally according to the procedures described in the City's Competitive Negotiation Section 33.1-37. The Selection Subcommittee will first evaluate and rank responsive RFP Responses on the following selection Technical criteria and weighting factors listed below and provide an assessment of that score. A Proposer may receive the maximum percentage, a portion of

this score, or no percentage at all, depending upon the merit of its RFP Response, as judged by the Selection Subcommittee in accordance with:

Shortlist

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

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

- conduct reference checks relevant to the Project with any or all of the references cited in a Proposal to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of Proposals;
 - seek clarification of a Proposal from any or all Offerors and consider such supplementary information in the evaluation of Proposals; and
 - request interviews/presentations with any, some or all Offerors or Team Members to clarify any questions or considerations based on the information included in Proposals during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation.
3. Ownership: All proposals and/or documentation submitted therewith are City property for all purposes. Offerors will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption. The City will not credit any blanket exemption claims lacking specific justification. The City does not guarantee the confidentiality of Proposals.
 4. Effect: This RFP and any related discussions or evaluations by anyone create no rights or obligations whatsoever. The City may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the contract executed by the City and the selected offeror, if any, is the exclusive statement of rights and obligations extending from this solicitation.
 5. Proposal Review: In accordance with the City's Competitive Sealed Proposals Section 33.1-37, the review committee will evaluate each proposal submitted and rank the response in accordance to the procurement guidelines and schedule of events discussed within the proposal. However, the City reserves the right to modify the qualification process and dates as deemed necessary.

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

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

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

V. Presentations:

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

W. Award:

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

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

X. Protests:

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

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

Y. Cooperative Procurement:

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

successful offeror or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the successful offeror.”

SECTION III – CONTRACT TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a period of five (5) years.

INSURANCE REQUIREMENTS

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

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

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

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

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

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

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

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

INDEMNIFICATION

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

APPROPRIATION OF FUNDS

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the Council of the City of Norfolk. The City shall not incur any obligation or liability under this Agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which this Agreement is in effect. Funds are certified for the first year of this Agreement. On or before November 1st of each succeeding Contract Year during the term of this Agreement, the Director of Finance shall certify the funds for that Contract Year. If such funds are not available and/or appropriated, the City may cancel the Agreement without incurring any liability and/or damages of any type to the Contractor. Any such cancellation may be by a written notice from the City to the Contractor.

PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

FORCE MAJEURE

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

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

CITY OF NORFOLK BUSINESS LICENSES

The Contractor must comply with the provisions of Ordinance No.38,573 ("Business Licensing") and Taxation of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to this Agreement, the Contractor must contact the City of Norfolk, Business Tax Services, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

DEFAULT AND TERMINATION

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

SUSPENSION OR TERMINATION OF AGREEMENT BY CITY

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

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

ASSIGNMENT

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

INDEPENDENT CONTRACTOR

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

SEVERABILITY

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

WAIVER

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

CHANGES

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

GOVERNING LAW AND VENUE

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

ETHICS IN PUBLIC CONTRACTING

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

MINORITY PARTICIPATION

It is the policy of the City of Norfolk to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. A listing of qualified businesses is available from the Virginia Department of Minority Business Enterprise (www.dmb.e.state.va.us). Firms are asked, as part of their submission, to describe any planned use of such businesses. Please include in your proposal whether your firm or any of your sub-consultants is a minority owned business described by one of the following categories: African American (male), African American (female), Caucasian (female), Hispanic (male), Hispanic (female), Asian American (male), Asian American (female), American Indian (male), American Indian (female), Eskimo (male), Eskimo (female), Aleut (male), Aleut (female), Other (male), Other (female).

NORFOLK BUSINESSES

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

NONDISCRIMINATION

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

DRUG FREE WORKPLACE

During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Consultant.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by the City, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. As a condition of continued service on the contract, any Contractor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

COMPLIANCE WITH FEDERAL IMMIGRATION LAW

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

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

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

SECTION IV– PROPOSAL SUBMITTAL REQUIREMENTS

A. General:

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

The Original Proposal and copies shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

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

The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, the number of the RFP, marked "**NDRC - Ohio Creek – Environmental Services**". The time and date of receipt shall be indicated on the envelope or package.

B. Proposal Standards:

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

All copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper; All copies shall be double-sided; Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable); The use of plastic covers or dividers should be avoided;

Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided;

Proposals shall address the below areas, not exceeding the stated page limitations of 20 pages, exclusive of appendices. The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet.

C. Unnecessarily Elaborate Responses:

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

D. Format of Proposals

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

Additional instructions are in Section II of this RFP.

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

Each element should be completed and omissions shall be explained.

I. RFP COVER PAGE & ATTACHMENTS A, B, C, D, E, AND F FILLED, SIGNED or INITIALED AS NECESSARY

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

All other Attachments are supplied by the City as information.

II. INTRODUCTION OF OFFEROR

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

The proposal shall clearly demonstrate the applicant's qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or

curricula vitae for the principals performing the services. Copies of the solicitation and related information are available from the City's purchasing website at <http://www.norfolk.gov/bids.aspx> .

III. EXPERIENCE IN PROVIDING SERVICES

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

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

This listing shall indicate:

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

IV. APPROACH AND CAPACITY

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

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

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

1. Approach and Methodology.

The Offeror shall:

- a. Detail its understanding of the scope of the project,
- b. Demonstrate experience working collaboratively with

2. Work Plan.

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

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

The Offeror shall:

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

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

Identify any exceptions to the City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the City's Contractual Terms and Conditions will not be performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

ATTACHMENT A: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____
Name: _____
Title: _____
Date: _____

End of Page

ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

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

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

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

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

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

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

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

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

(Ord. No. 33,095, § 1, 9-11-84)

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

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

(Ord. No. 33,095, § 1, 9-11-84)

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

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or

anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

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

(Ord. No. 33,095, § 1, 9-11-84)

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

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

(Ord. No. 33,095, § 1, 9-11-84)

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

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

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

(Ord. No. 43,223, § 2, 9-9-08)

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

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

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

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

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

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

(Ord. No. 33,095, § 1, 9-11-84)

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

Sec. 33.1-94—33.1-100. - Reserved.

Initial: _____

End of Page

ATTACHMENT C: NONDISCRIMINATION

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

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

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

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

Initial: _____

End of Page

ATTACHMENT D: DEBARMENT CERTIFICATION

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

I. CERTIFICATION.

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

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

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

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

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

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

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

II. INSTRUCTIONS.

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

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

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

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

III. NOTICE.

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

Signature: _____

Name: _____

Date: _____

ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW

1. **CERTIFICATION.**

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

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

2. **INSTRUCTIONS.**

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

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

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

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

3. **NOTICE.**

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

Signature: _____

Name: _____

Title: _____

Date: _____

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

I. CERTIFICATION.

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

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

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized: _____

II. INSTRUCTIONS.

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT G:

CDBG COMPLIANCE PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

CONTENTS:

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
8. AGE DISCRIMINATION ACT OF 1975
9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
10. FLOOD DISASTER PROTECTION
11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
12. INSPECTION
13. REPORTING REQUIREMENTS
14. CONFLICT OF INTEREST
15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
16. PATENTS
17. COPYRIGHT
18. TERMINATION FOR CAUSE
19. TERMINATION FOR CONVENIENCE
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21. SUBCONTRACTS
22. DEBARMENT, SUSPENSION, AND INELIGIBILITY
23. BREACH OF CONTRACT TERMS
24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
25. CHANGES
26. PERSONNEL
27. ANTI-KICKBACK RULES
28. ASSIGNABILITY
29. INTEREST OF SUB-RECIPIENT
30. POLITICAL ACTIVITY
31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
32. DISCRIMINATION DUE TO BELIEF
33. CONFIDENTIAL FINDINGS
34. LOBBYING

- A. During the performance of this contract, the Contractor agrees as follows: The will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or Consultant. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

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

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

3. CIVIL RIGHTS

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

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

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

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Contractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Contractor where the Contractor has notice or knowledge that the Contractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and

employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Contractor or Consultant. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

8. AGE DISCRIMINATION ACT OF 1975

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

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

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

In addition to the foregoing requirements, all nonexempt Contractors and Contractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or Contractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction

purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

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

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

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

12. INSPECTION

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

13. REPORTING REQUIREMENTS

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

14. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this

provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

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

17. COPYRIGHT

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

18. TERMINATION FOR CAUSE

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

19. TERMINATION FOR CONVENIENCE

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

20. ENERGY EFFICIENCY

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

21. SUBCONTRACTS

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

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

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

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

23. BREACH OF CONTRACT TERMS

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

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

25. CHANGES

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

26. PERSONNEL

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

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

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

27. ANTI-KICKBACK RULES

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

28. ASSIGNABILITY

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

29. INTEREST OF CONTRACTOR

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

30. POLITICAL ACTIVITY

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

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

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

32. DISCRIMINATION DUE TO BELIEFS

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

33. CONFIDENTIAL FINDINGS

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

34. LOBBYING

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

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

End of Page

ADDENDUM NO. 1

Dated: September 26, 2016

**REQUEST FOR PROPOSALS
for
NATIONAL DISASTER RESILIENCE COMPETITION (NDRC) – OHIO CREEK
ENVIRONMENTAL SERVICES**

This Addendum forms a part of the Contract Documents and modifies the original Request for Proposal dated August 19, 2016 as noted below. Acknowledge receipt of this Addendum on page 1 of the Request for Proposal. It will not count towards the page count.

This Addendum consists of four (4) pages.

1. REVISIONS

- a. Section II – Instructions to Offerors; Paragraph K. Schedule of Events;
Revised dates:

Oral Presentations if any – October 25, 2016

Intent to Award posted – November 2, 2016

- b. Section II – Instructions to Offerors; Paragraph U. Selection Committee;

Insert: Subparagraph 7. Fees and Costs

Offerors will not be required to submit a Rate Schedule with their proposal; however, Offerors will be required to provide a “Non-Binding” Rate Schedule if short-listed, at the time of the interview.

- c. Section III – Contract Terms and Conditions; Page 12

Delete: The term of this Agreement shall be for a period of five (5) years.

Replace with: The term of this Agreement shall be one (1) year commencing on the date of the City’s Notice to Proceed. The term of this Agreement may be extended at the discretion of the City for one (1) additional year, with an option to extend for another year, with a written Amendment to the Architect/Engineer from the Director of Public Works. All Work Orders will be issued during the effective period of this Agreement and shall be completed by the Architect/Engineer within the time period set in the Work Order. The Architect/Engineer shall not be required to accept any Work Order under this Agreement after the Agreement completion date. The Architect’s Rate Schedule may be adjusted, as approved in writing by the Owner, on an annual basis. There is no minimum amount established per Work Order. The maximum amount per Work Order and total aggregate amount of Work Orders per year shall be in accordance with current Norfolk City Code, Section 33.1-38.

2. QUESTIONS/RESPONSES

Q1. For the requested six (6) digital copies, please confirm that means six (6) separate CDs or USB storage devices and not six files on one device.

R1. 6 separate CD's or USB drives.

Q2. Can you please clarify what experience we need to demonstrate from RFP Page 19, item b.?

R2. Demonstrate experience working collaboratively with the City of Norfolk, The Virginia Department of Housing and Community Development and HUD. (We want to know you understand the regulators you will need to work with to get approvals, it would also be good to identify agencies that could present issues or delays due to understaffing or difficult people. We want to know where the mines are and how to mitigate and not get a 6 month delay because an agency is sitting on a permit.)

Q3. On RFP page 18 - D. Format of Proposals:
Can you please clarify for *Section I* if we should include the attachments A-F? Or, should the attachments go in Section VI which is not in the detailed list? Or, is it acceptable to include these forms in an appendix?

R3. Include attachments A-F, in Appendix. Does not count toward page limit.

Q4. For the delivery, please clarify whether the package needs to be an envelope or if a box will be acceptable. "The exterior of the envelope or package" – RFP page 17.

R4. A box will be acceptable, if it is labeled per the directions.

Q5. In terms of certifications, can you please expand on what all relevant certifications might be? "Offeror shall also provide all relevant certifications" – RFP page 19

R5. The applicant will need to comply with all local, state and Federal requirements to do work on this contract. (Are you licensed to work in the Commonwealth, are there requirements of HUD based on your experience? Are you required to have certifications to perform Professional Services, wetland, engineering, geo-tech? Do you have everything you need to work on this contract?)

Q6. Does the City anticipate issuing a time and materials contract for environmental services? If not, what type of contract is intended?

R6. Time and materials.

Q7. The RFP does not specifically mention submitting a cost estimate for the services described in the RFP. Should bidders provide a cost estimate or only a list of hourly rates for key and support staff?
R7. Will be addressed in addendum.

Q8. Are resumes included in the 20 page limit or can they be an attachment?
R8. Resumes can be included in appendix. Please limit to the people who will actually be working on the Job.

Q9. Will the covers (front and back) count as part of the 20-page limit?
R9. No

Q10. Will the cover letter count as part of the 20-page limit?
R10. No

Q11. On page 17, Section IV – Proposal Submittal Requirements, B. Proposal Standards, second paragraph: *“All copies shall be double-sided;”* will be a challenge due to the directions stated in Section IV, D. Format of Proposals (final sentence): *“The proposal shall include, at a minimum, the following clearly identified sections, page numbers, and each under separate tabs: Numbered tabs and dividers are required for each of the sections listed and in the order below:”* How would you like us to handle this?
R11. Dividers will not count toward page number, stick on tabs will work as dividers if necessary.

Q12. Are project descriptions and resumes included in the 20-page count, or can they be provided as appendices? Additionally, can you please clarify whose resumes we should include in Section II, and whose resumes we should include in Section IV? Section II specifies to “include detailed resumes for the principals performing the services,” whereas Section IV says “provide the credentials/resumes of the key program staff members and lines of authority...” Furthermore, please confirm that the requirement under Section B on page 18 means that the 20-page proposal must be 10 sheets of paper.

R12. The resumes and project descriptions can be provided in an appendix, for project descriptions try to include pertinent information we do not need or want 20 page descriptions and marketing materials. For resumes, we are only interested in the people working on the project, do not include the company principles that we will only see at the interview and on marketing trips. The City wants to know the people who will be doing the majority of the work and billing time to the project.

- R13.** It is our understanding that the contractor selected for the Environmental Services contract under the City's NDRC Ohio Creek program will be prohibited from holding other program contracts (e.g. Design Services, PMO). If a contractor submits a proposal for the Environmental Services contract and chooses to also submit proposals on other NDRC Ohio Creek contracts, will these additional proposals be considered by the City should they not be selected for the Environmental Services contract?
- Q13.** You are mistaken, the only issue is between the Program Manager and any other contract since the Program Manager will be serving as the Owner's Representative. The City encourages firms to apply for all contracts they have the capability of supporting, the Program Management applications will have no bearing on the selection of the other Contracts. If the Same firm is selected for the program management and the other contracts there will be a conference with the City and the Firm will need to determine which contract they desire and withdraw from the others.
- Q14.** Does the limit include the 3 or more reference projects for jurisdictions for whom the contractor has performed similar services in the past 2 years discussed in IV, first paragraph on page 25 of the RFP?
- R14.** No include resumes in an appendix
- Q15.** Does the limit include the "Exceptions to the City's Contractual Terms and Conditions" should the contractor have any?
- R15.** No include resumes in an appendix
- Q16.** Which of the forms, if any, do our sub-consultants need to complete and sign?
- R16.** None, the firm applying needs to complete all.
- Q17.** In the files on the City's website, the NDRC Phase I Concept Proposal Attachment E: Maps and Drawings includes a DropBox link. But the folder is no longer available on DropBox. The Phase II Implementation Proposal includes only a cover page for Attachment E. *Can the City provide the most current maps and drawings included in Attachment E?*
- R.17** The following link will take you to the complete application the Commonwealth submitted. <http://www.dhcd.virginia.gov/index.php/virginias-resiliency-plan.html>

Prepared by: Scott Smith, P.E., Coastal Resiliency Manager (Acting)
Issued by: Toni Alvarez
Contract Monitoring Specialist

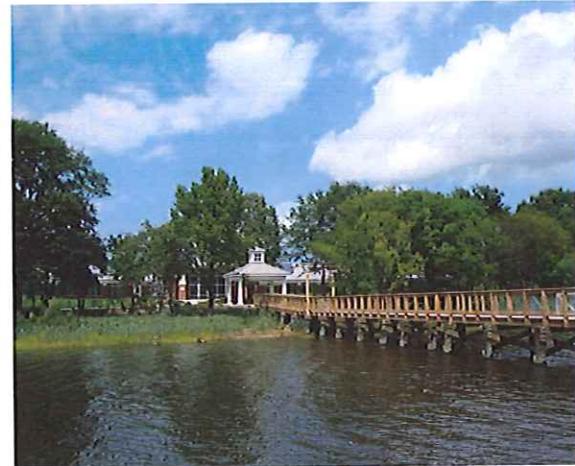
EXHIBIT B

September 29, 2016 | Copy

City of Norfolk Department of Public Works

RFP# 17020

National Disaster Resilience Competition (NDRC) - OHIO CREEK — Environmental Services



September 28, 2016

Ref: 83274.16

Mr. David L. Ricks, PE
Director, Department of Public Works
810 Union Street, Room 700
Norfolk, VA 23510



Re: RFP National Disaster Resiliency Competition (NDRC) – Ohio Creek – Environmental Services

Dear Mr. Ricks:

Through the Ohio Creek Watershed Transformation Plan, the City of Norfolk is focused on improving neighborhood connectivity, adding new and improved natural habitat, and increasing resiliency to flooding. The City is seeking outside assistance with its compliance with the National Environmental Policy Act (NEPA) since the project funds are being distributed through the Commonwealth of Virginia’s HUD-National Disaster Resilience Funds. The City may also require assistance with the permitting efforts that go along with the potential improvement projects situated along the City’s tidal shorelines and embayments within the Eastern Branch Elizabeth River. The VHB team is qualified and prepared to assist the City with this ambitious, large-scale project, bringing the City and HUD a group of proven specialists with a strong local knowledge who can prepare a defensible document for the Ohio Creek Project. There is no better team than the VHB Team to prepare this EIS/EA for you.

The VHB Team Meets/Exceeds Your Evaluation Criteria	
Experience in Providing Services	The VHB Team has led the preparation of nine NEPA documents for the NRHA in the last 7 years , including Grandy Village, Partrea, and Diggs Town and a recent EA for the City of Chesapeake and the Dominion Boulevard Roadway Improvements Project. The VHB Team has designed and permitted nearly 100 coastline restoration and wetland creation projects throughout the Chesapeake Bay and tributaries. Principal-in-Charge Neville Reynolds served as a member on the Virginia Marine Resources Commission’s Living Shoreline General Permit Committee, and coastal geologist Scott Hardaway (VIMS) has designed and authored many technical publications addressing shoreline erosion, resiliency, and implementation of living shoreline techniques.
Approach and Capacity	Our approach is based on lessons learned from our deep bench of effective NEPA projects. A key feature is a coordinating agency and document preparation streamlining strategy based on the highly successful process that VHB has utilized throughout our corporate practice. Our approach reflects an understanding of the coastal environs and today’s regulatory climate . We will complete the EIS or EA within the time necessary for construction to be completed by September 30, 2022.

351 McLaws Circle
Suite 3
Williamsburg, Virginia 23185
P 757.220.0500
F 757.903.2794

Engineers | Scientists | Planners | Designers



Team Qualifications

Veteran Project Manager Chris Frye brings 28 years of regulatory experience and contributions to federal environmental documents, successfully permitting many large-scale development and coastline improvement projects. He will guide the Ohio Creek NEPA compliance and permitting process, strongly supported by **Kim Blossom, Deputy Project Manager and NEPA Team Leader**, and an outstanding group of **NEPA practitioners and technical specialists**. We are practiced in facilitating the process, coordinating among the shareholders, the sponsor, and the team to allow for sufficient time for deliberation and decision without unnecessary delays.

VHB built our consultant team to provide the City and HUD with a complete package of demonstrated **NEPA experience, local knowledge, and a track record of developing thorough and defensible EIS/EA documents** to craft a sturdy, comprehensive EIS/EA to deflect potential legal challenges and set the stage for construction.

In the last 10 years, VHB has completed **six EAs and three CEs for the Norfolk Redevelopment and Housing Authority, 50 NEPA documents, including EISs and EAs for the National Park Service, two EISs and one EA for the Virginia Department of Transportation, and five EISs for the Federal Aviation Administration nationwide**. We've also provided NEPA compliance and permitting for major, local transportation improvement projects in Virginia Beach, Chesapeake, and other Hampton Roads municipalities. VHB's coastal scientists and geologists have worked their entire careers on shoreline enhancement and stabilization projects. **We are the regional experts in shoreline stabilization, living shoreline and natural systems design and permitting**, with a proven collaborative approach to agency alignment and project buy-in that saves money and time for everyone involved. We have decades-long relationships with cooperating agencies such as the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service.

This combination of skills results in a team that will provide a well-coordinated and executed NEPA compliance document and permitting effort. Our team of engineers and environmental professionals achieve project success through strong coordination and collaboration, which translates to clear, comprehensive, and effective products and deliverables. This foundation is the key to obtaining an expeditious record of decision and subsequent permit approvals.

We look forward to the opportunity to discuss in more detail how we are fully equipped and able to take on your current needs. Please contact me at 757.220.0500 or rreynolds@vhb.com with any questions. Thank you for your consideration.

Very truly yours,
VANASSE HANGEN BRUSTLIN, INC.

A handwritten signature in blue ink, appearing to read "R. Neville Reynolds".

R. Neville Reynolds, PWS

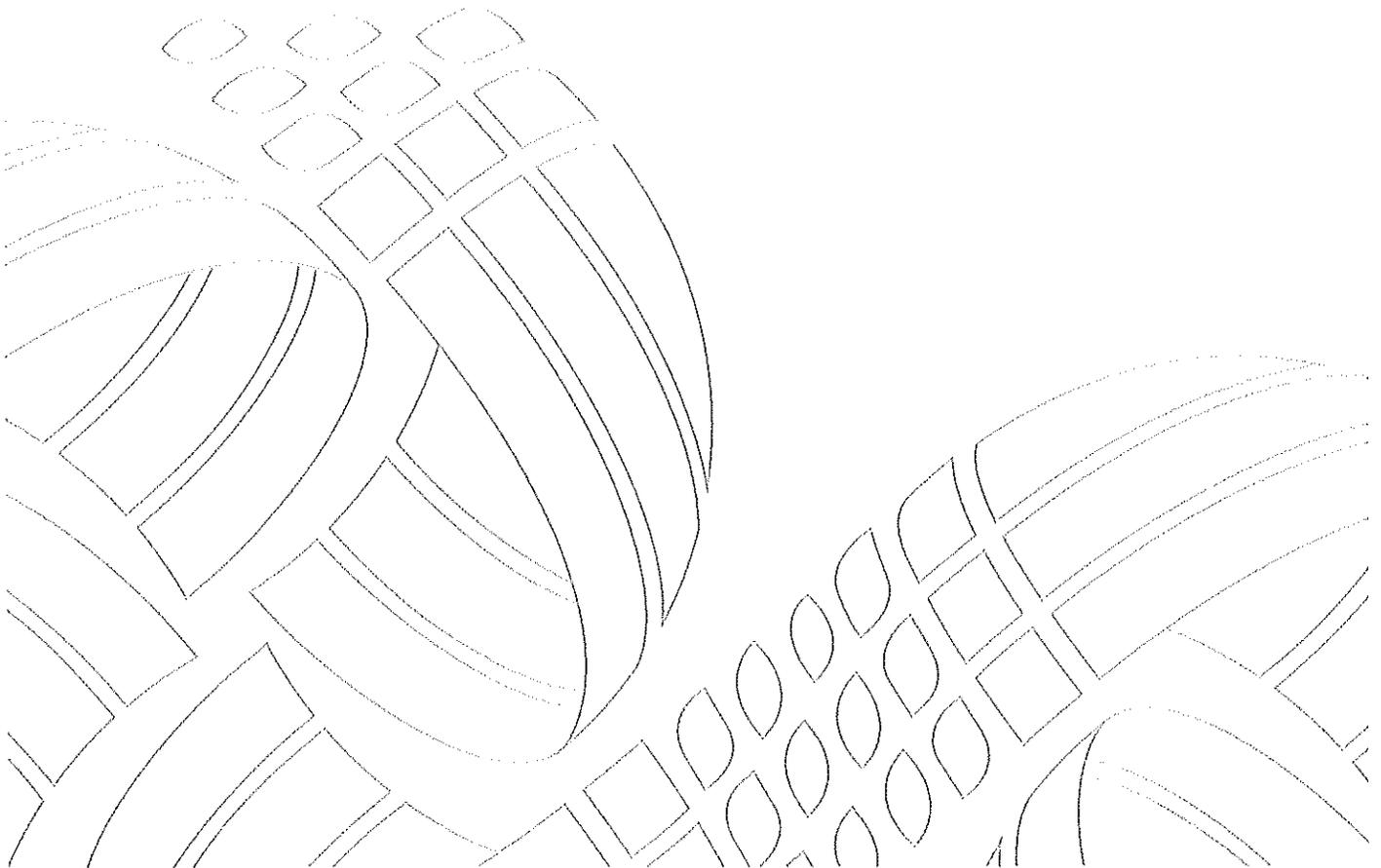
Managing Director - Williamsburg



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Experience in Providing Similar Service	3
Approach and Capacity	9
Exceptions to the City's Contractual Terms and Conditions	20
Appendix	21

| RFP Cover Page



Posted: August 19, 2016

REQUEST FOR PROPOSAL

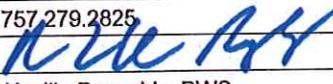
PROJECT: National Disaster Resilience Competition (NDRC) - OHIO CREEK – Environmental Services

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

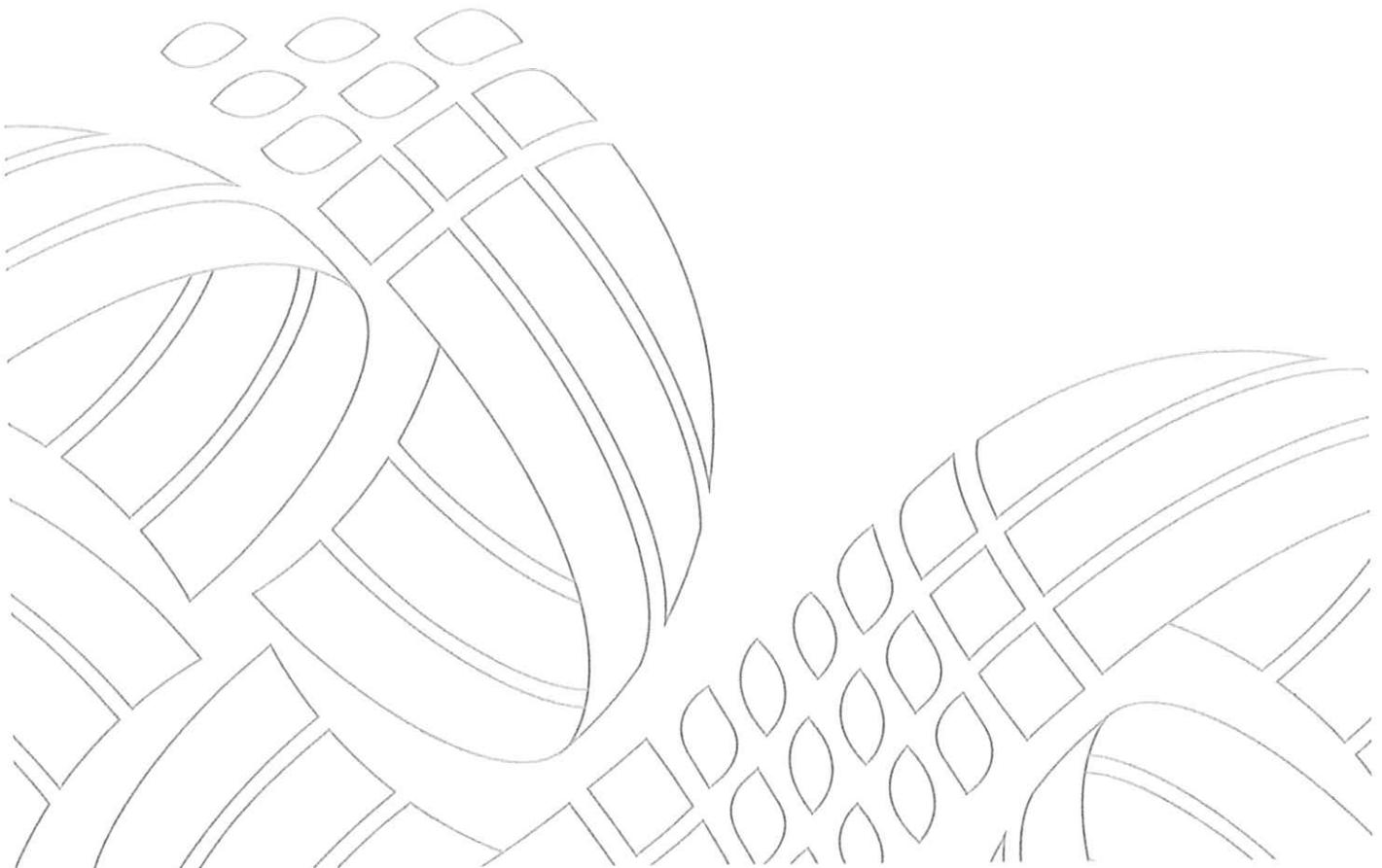
1. Sealed Proposals must be received no later than 2:00 p.m. (e.s.t.), Thursday, September 29, 2016, addressed to Director, Department of Public Works, 810 Union Street, Room 700, Norfolk, Virginia 23510.

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

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

Offeror Legal Name:	Vanasse Hangen Brustlin, Inc.
Virginia State Corporation Commission Number:	F117044-0
Offeror Contact Name:	Neville Reynolds, PWS
Offeror Contact Email Address:	rreynolds@vhb.com
Offeror Contact Telephone Number:	757.279.2825
Authorized Agent Signature:	
Authorized Agent Name (Printed):	Neville Reynolds, PWS
Authorized Agent Contact Email:	rreynolds@vhb.com
Authorized Agent Contact Phone:	757.279.2825
Date of Proposal:	September 29, 2016

|| Introduction of Offeror





II. Introduction of Offeror

VHB's staff of 1,200 professionals include engineers, scientists, planners, and designers who partner with private clients in the transportation, real estate, institutional, and energy industries, as well as federal, state, and local governments.

**Single Contact,
Authorized
Representative of the
Proposer:**

Neville Reynolds, PWS,
Managing Director -
Williamsburg
351 McLaws Circle,
Suite 3, Williamsburg,
VA 23185
nreynolds@vhb.com
<https://www.vhb.com>

VHB staff are known throughout the Tidewater region as dedicated to clients, collaborative in approach, and technical specialists with the National Environmental Policy Act (NEPA) documentation for a variety of improvement projects that includes transportation, housing redevelopment, airports, parklands, and waterfront improvements.

VHB built its environmental practice in Williamsburg, Virginia, around the development and execution of NEPA projects and have been leaders in the NEPA industry since 1985. We understand how to manage the NEPA process effectively and efficiently to produce an objective, thorough, and legally defensible Environmental Impact Statement (EIS) or Environmental Assessment (EA) for the National Disaster Resilience Competition (NDRC) - Ohio Creek — Environmental Services On-Call and the U.S. Housing and Urban Development (HUD).

Within Virginia, VHB has completed more than 10 EISs, including Jamestown Island (National Park Service), I-66, I-77, and I-81 (Virginia Department of Transportation). Additionally, VHB has completed more than 10 EAs, including Dominion Boulevard and Ohio Street (City of Chesapeake), as well as the City's Partrea Mid-Rise and Grandy Village Phase 5. Additionally, our regulatory team has permitted countless projects within every jurisdiction of the Tidewater region, including recent waterfront and natural systems projects on the Eastern and Southern Branches of the Elizabeth River. VHB's wetland scientists and regulatory specialists are well known within the regulatory community and strive to keep on top of the latest regulation trends and policies.

1,250 passionate professionals

including engineers, scientists, planners, and designers

23 offices

on the East Coast

Founded in
1979

70th on ENR

Top US Design Firms List

2016

**NRHA Grandy Village
EA & Permitting**



**2016
NHRA Partrea
Mid-Rise EA**

2009

**Dominion
Boulevard EA
& Permitting**



2016

**Acadia National
Park (NPS)
Transportation Plan
EIS**



Project Manager Chris Frye brings 28 years of professional experience managing environmental documentation and permitting of complex transportation and waterfront development projects for municipalities, state governments, and private-sector clients. Prior to joining VHB, Chris worked for the Virginia Marine Resources Commission (VMRC) and the Department of Conservation and Recreation (DCR), Shoreline Programs Bureau. **Deputy Project Manager Kim Blossom** has more than a decade of professional experience and has led multiple EAs recently prepared for the Norfolk Redevelopment and Housing Authority (NRHA) and the United States Department of Housing and Urban Development (HUD). Kim has an excellent working relationship with the Commonwealth's HUD staff, as well as a clear understanding of HUD's expectations for completing an EIS/EA.

VHB's Committed Ongoing NEPA-Related Work

- » **Various Assignments with the Norfolk Redevelopment Housing Authority (NRHA) EAs**—Recent submittals to HUD, completed in 2016, on behalf of the NRHA include Grandy 32, Young Terrace, North Wellington, Diggs Town, and Grandy 32.
- » **Dominion Boulevard Roadway and Bridge Improvements Project EA**—The document was accepted by FHWA in 2009. VHB obtained all environmental permits for the bridge, tidal mitigation site design, and environmental compliance monitoring as construction continues.
- » **Norfolk International Airport (ORF) Relocated Runway EIS**—VHB has completed all assignments and is still under contract for Phase 1, which included scoping and development of the Purpose and Need.

Challenges and Opportunities

A large challenge that we anticipate with the Ohio Creek project is maintaining the schedule and completing construction of the program elements by September 2022. In order to successfully meet this goal, it is paramount that the design alternatives are advanced in a thoughtful and deliberate manner so that the selected alternative is:

1. Accurately characterized with the NEPA documentation so that design changes are not too significant to trigger a re-evaluation process that could delay construction.
2. Actually constructible and likely to receive regulatory approvals. Oftentimes we have seen NEPA documents that relied upon conceptual plans for alternatives that had little technical foundation, and resulted in significant changes down the road that diverted the schedule and costs.

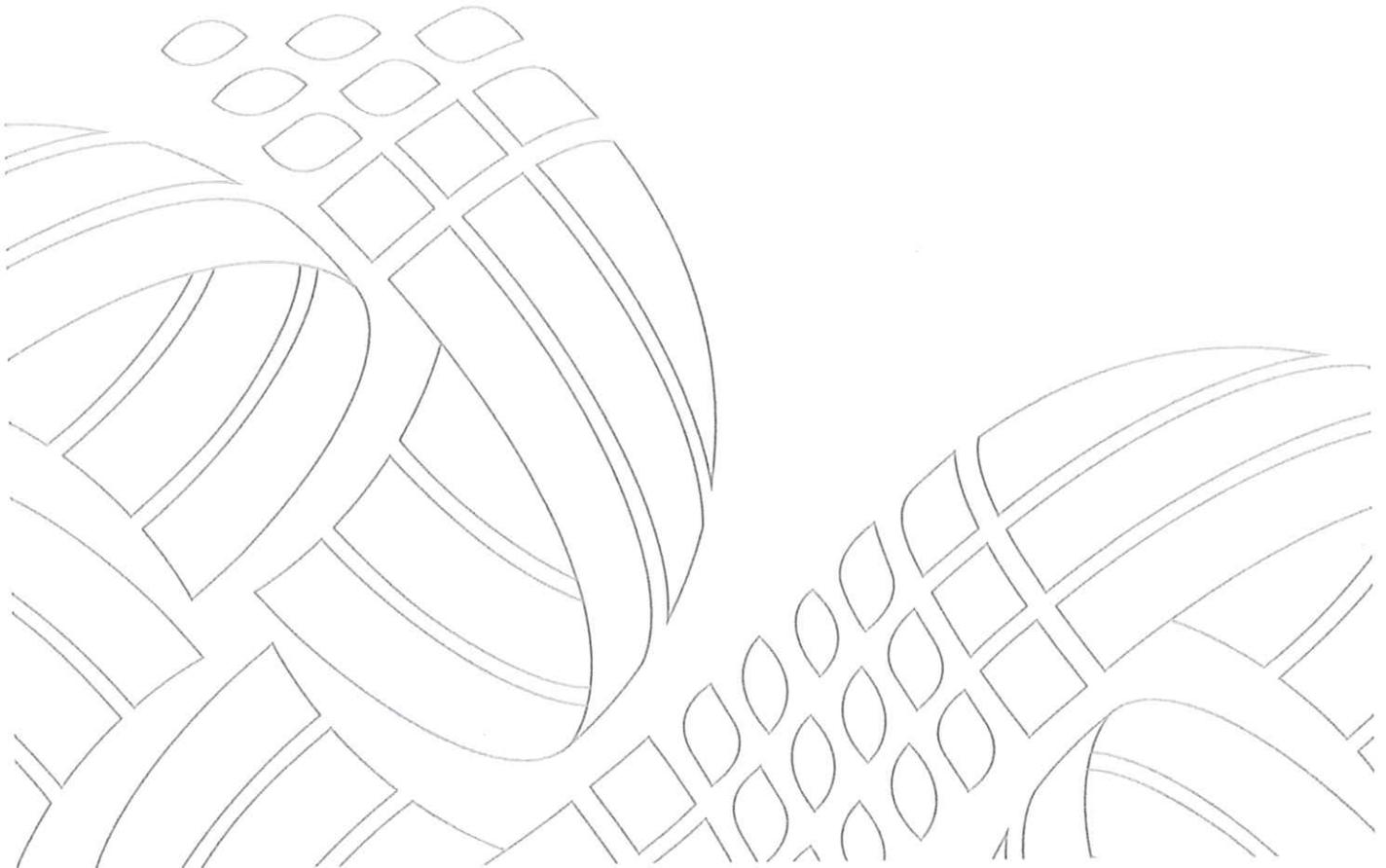
We believe our team has the technical specialists and experience to help positively guide the design alternatives through collaboration with the selected design team. Specialists including **Scott Hardaway** from the **Virginia Institute of Marine Science (VIMS)** and **Jim Cahoon** of **Bay Environmental, Inc.** will help strengthen the VHB Team and provide the City deep resources to pull from throughout the documentation and design phases of the project, which equates to getting things right initially and saving time and money.

VHB's Williamsburg and Virginia Beach offices are in proximity to the City of Norfolk, which allows VHB staff to respond quickly to any situation.

- » 351 McLaws Circle, Suite 3, Williamsburg, VA 23185
- » Two Columbus Center, 4500 Main Street, Suite 400, Virginia Beach, VA 23462

||| Experience in Providing
Similar Service

Experience in Providing
Similar Service





III. Experience in Providing Similar Service

Listed below is a detailed description of a similar project followed by relevant projects completed within the last 3 years by the proposed Project Manager, **Chris Frye**. Additional project writeups are provided in the Appendix.



Grandy Village Learning Center

Norfolk, Virginia

Client

Norfolk Redevelopment and Housing Authority (NRHA)

VHB Schedule

Started: April 2007
Completed: July 2011

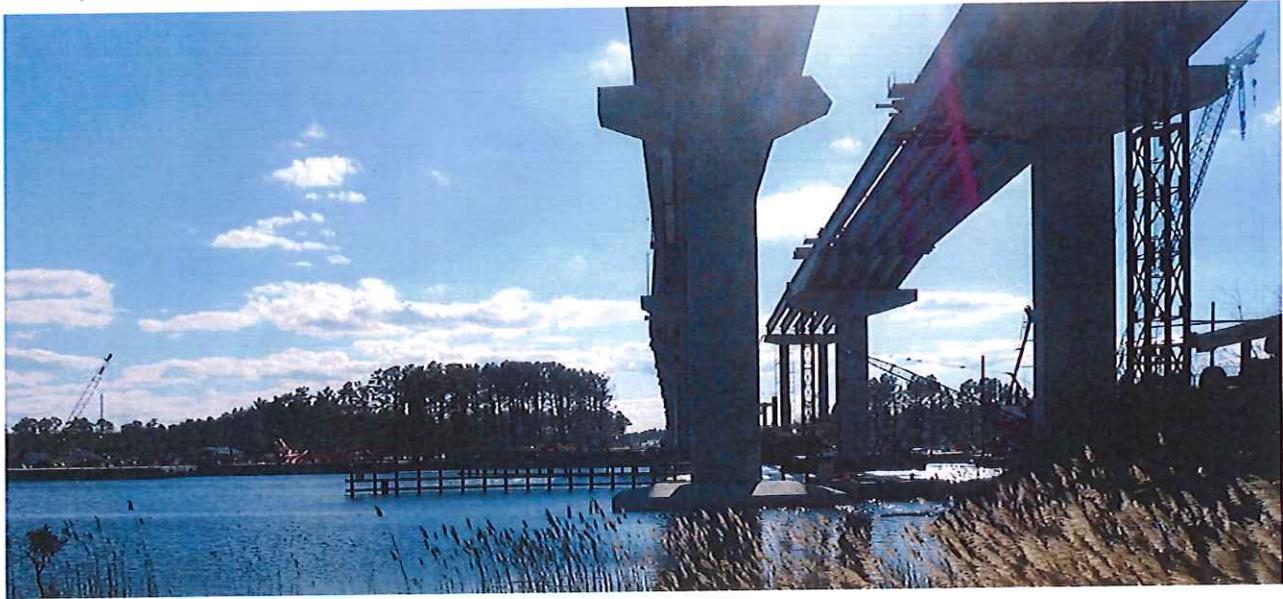
Cost

VHB Fee: \$67,000

Reference

Russell Carlock
rcarlock@nrha.us
757.314.2003

The Norfolk Redevelopment and Housing Authority (NRHA) has used a broad range of VHB's services to develop their Grandy Village neighborhood. VHB developed the master plan for the community which borders the Eastern Branch of the Elizabeth River. The Learning Center, Norfolk's first LEED Gold Certified building, was the first project implemented. Design elements included special event space, a variety of recreational and education programs, a wetlands nature trail, a canoe/kayak launch, and an observation dock on the river. VHB's team developed conceptual layouts, facilitated planning charrettes, and development plans to include site layout, survey, paving, drainage, erosion and sediment control, stormwater management, structure design in the form of bio-retention ponds, hydrology mapping, and water, sanitary sewer, and utilities coordination. VHB has provided permitting strategy and support services to acquire state and federal permits for impacts to both tidal and non-tidal wetlands. Additionally, VHB provided tidal mitigation design and creation services to increase habitat and allow for on-site mitigation. Post permit acquisition, VHB provided compliance inspection and reporting to meet required permit conditions. Many NRHA projects are funded through U.S. Department of Housing and Urban Development. As such, National Environmental Policy Act (NEPA) compliance documents are required. VHB has prepared approximately five NEPA documents this year alone for NRHA, Norfolk housing projects.



Dominion Boulevard Roadway Improvements Chesapeake, Virginia

Client

City of Chesapeake

VHB Schedule

Started: Feb. 2004

Completed: Ongoing

Reference

Earl Sorey

easorey@cityofchesapeake.net

757.297.6998

Congestion on Dominion Boulevard prompted the City of Chesapeake to pursue road improvements from Cedar Road to Great Bridge Boulevard, including replacing the existing bridge over the Southern Branch of the Elizabeth River. After a nearly six-year period, this \$240 million project is now under construction. VHB wetland scientists conducted a natural resource inventory and wetland delineation along the entire 3.5-mile corridor and prepared an impact assessment on the various habitats. With federal funding, VHB prepared an Environmental Assessment (EA) in accordance with the National Environmental Policy Act (NEPA) as well as obtained a Finding of No Significant Impact for the project.

Following the environmental documentation, VHB entered the regulatory permitting phase and a Joint Permit Application and USCG Bridge Application were submitted to the various regulatory agencies for permit consideration. Utility lines were also permitted, with relocated facilities running the length of the corridor, including power, water, electric, and telephone.

To offset project impacts, VHB developed plans for an on-site tidal wetland mitigation site. Grading, planting, and erosion and sediment control plans were approved through state and federal review agencies. With construction of the roadway/bridge well underway, VHB staff is now providing environmental compliance monitoring to accomplish the work in accordance with all permit conditions. Quarterly and annual reports are being submitting to the Department of Environmental Quality (DEQ) to document compliance.



Seagate Chesapeake Marine Terminal

Chesapeake, Virginia

Client

City of Chesapeake

VHB Schedule

Started: Feb. 2010

Completed: Ongoing

Reference

Kevin Glover

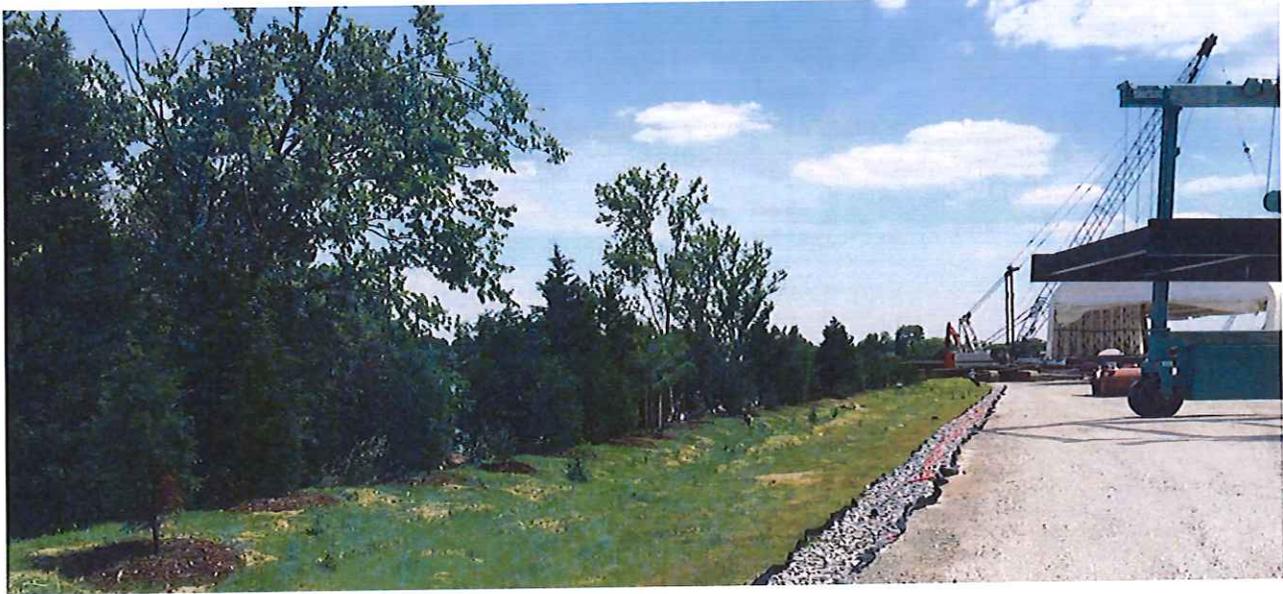
kglover@dulanyind.com

912.944.3744

Seagate Terminals LLC, a Dulany Industries Company based in Savannah, Georgia, provides the southeastern liquid, dry bulk, palletized, and industrial markets with handling, packaging, warehousing, vessel, rail, and truck services. Seagate Terminals LLC acquired the Marine Terminal in Chesapeake, Virginia, to develop a new facility along the Elizabeth River to accommodate more customers on the East Coast with reliable shipment of products. The terminal can handle barges and bulk carriers up to approximately 700 feet in length.

VHB partnered with Thomas and Hutton, Savannah, PACE Collaborative, Waterways Surveys and Engineers, and GET Solutions, Inc. for this project. VHB provided rezoning support, wetland delineation, topographic survey, hydrographic survey, boundary survey, site/civil engineering (site plan development, stormwater management), dredging plan (sediment analysis), dock layout, and environmental permitting. In addition, VHB managed the site plan review with the City of Chesapeake as well as Section 408 approval. The waterside elements were approved through the JPA process with the U.S. Army Corps of Engineers (USACE), Department of Environmental Quality (DEQ), and the Virginia Marine Resources Commission (VMRC). VHB also worked with the USACE to define the limits of contaminated areas. To develop the dock layout, VHB collaborated with the Virginia Pilot Association and the Maritime Association to discuss the layout as well as the ship and tug movements to determine its impact on federal navigation.

VHB proactively identified the major issues of development of parcel and acquired the necessary permits to complete these tasks in a timely manner. VHB brought a truly experienced integrated services team with a deep understanding of the regulatory processes of waterfront projects. We were able to avoid significant regulatory hurdles to produce an environmentally sound and sensitive project.



Milton Point at Kimball Terrace Shipyard Norfolk, Virginia

Client

Coastal Design and
Construction

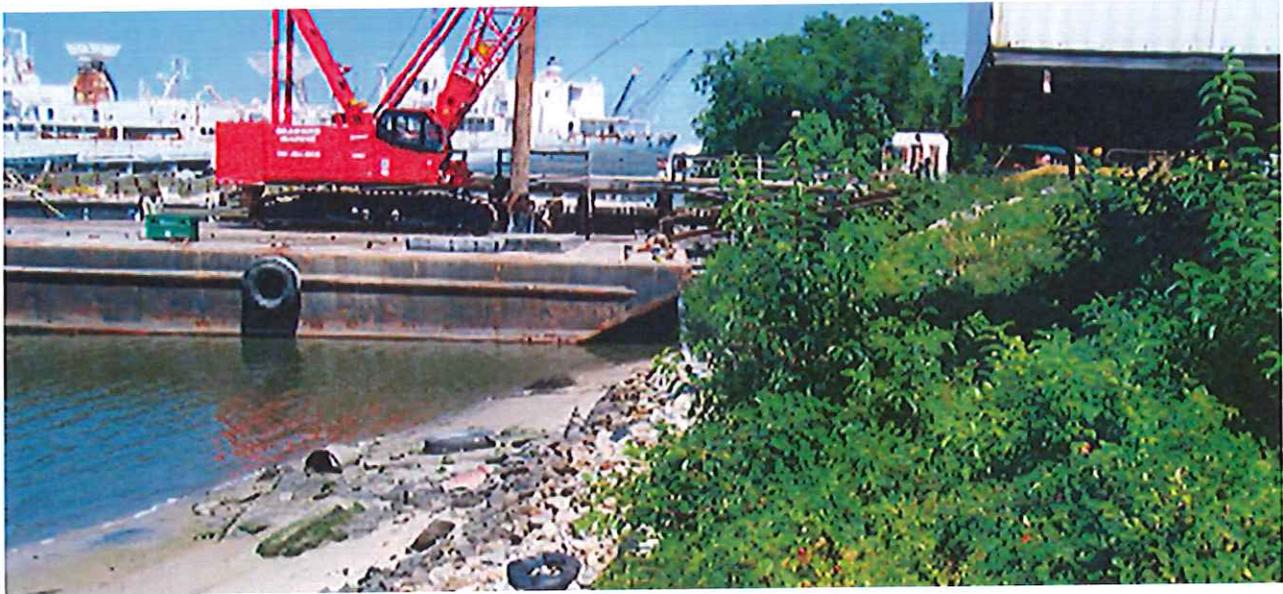
VHB Schedule

Started: March 2015
Completed: Ongoing

Reference

Jim Gunn
President
Coastal Design and
Construction
jim@coastaldesign.net
804.694.7693

VHB has completed site design and environmental permitting for redevelopment of the old Colonna's Yacht Yard within the Eastern Branch of the Elizabeth River. The scope of work included an overall site plan that addresses stormwater runoff, shoreline stabilization, and reconfiguration of the industrial waterfront/boatyard to better maximize available space for landside operations. New segments of riprap revetment and sheetpile bulkhead were designed and permitted to provide long-term stability along the waterfront while achieving the project goals. A primary component of the project was 700 feet of living shoreline along the eastern bank of the Ohio Creek. VHB also directed the agency pre-application coordination, including Section 408 coordination with the U.S. Army Corps of Engineers, and permit application development, submission, and follow-up coordination.



Norfolk Tug

Norfolk, Virginia

Client

Partnership with Norfolk Tug and Coastal Design & Construction

VHB Schedule

Started: 2008
Completed: 2016

Reference

Steve Leaman
Principal, U.S. Waterways Transportation LLC;
Shareholder, Norfolk Tug
757.613.6480

South Norfolk Aggregate and Marine Yard, located on the Eastern Branch of the Elizabeth River, is a multi-use port facility providing an aggregate materials handling facility for Luck Stone. It is also a homeport for Norfolk Tug Company's nine commercial tugs and a casting yard used by SF Marina for building concrete floating docks, which are distributed throughout North and South America.

VHB was retained in 2008 to assist with the overall design and permitting of the project. Key improvements included large-scale dredging across the entire waterfront in order for the facility to accommodate jumbo hopper barges and associated vessels. VHB developed dredging plans that included characterization of dredged materials in order to determine potential disposal options; plans for a loading dock that facilitated the transport of aggregate materials to and from the facility, and a floating dock system to serve the needs of Norfolk Tug. VHB also completed the Joint Permit Application and obtained all necessary permits, including the Norfolk Wetlands Board, U.S. Army Corps of Engineers (Sections 404 and 10), Department of Environmental Quality, and the Virginia Marine Resources Commission. Norfolk Tug has just recently requested VHB's assistance with permitting a revised dredging and dock configuration plan that just received all regulatory approvals, including Section 408 approval from the U.S. Army Corps of Engineers.

Listing of Relevant Projects Completed by the Proposed Project Manager

Project Manager Chris Frye has completed the following relevant projects in the past 3 years.

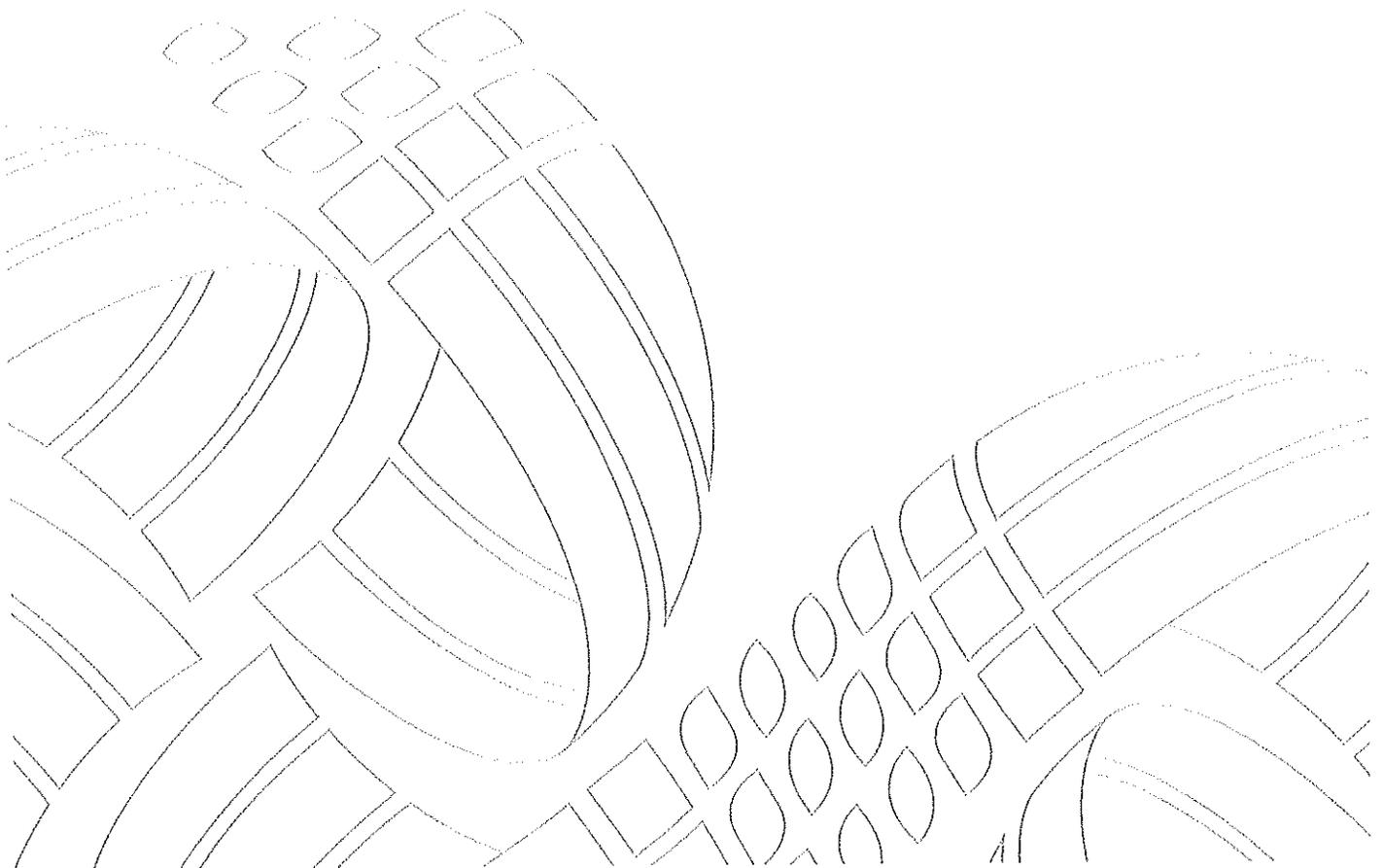
Each listing includes:

- » Project Name
- » Description of PM role
- » Percentage of Time as related to the total worked on the reference project
- » For whom the work was performed, including Company Name, Contact Person, and that person's email and phone number
- » Proposed number of days vs. actual number of days for completion, provide reason(s) for variances
- » Links to an electronic copy of the plans and any other relevant information available electronically (see attached CDs)

Project Name	Description	PM role	%	Contact	Proposed vs. Actual
<i>Seagate Terminals, LLC City of Chesapeake, VA</i>	Design & Permitting		20%	Kevin Glover kglover@dulanyind.com 912.944.3744	150/200
<i>Milton Point City of Norfolk, VA</i>	Design & Permitting		30%	Jim Gunn jim@coastaldesign.net 804.694.7693	120/120
<i>Back Bay National Wildlife Refuge Living Shoreline Project City of Virginia Beach, VA</i>	Design & Permitting		35%	John Sauer john_c_sauer@fws.gov 413.253.8787	200/200
<i>I-81 Bridge Replacement over the New River Montgomery County, VA</i>	Permitting		20%	Robert Condrey robert.condrey@vdot.virginia.gov 804.840.2095	235/220
<i>Grandy Village Phase V City of Norfolk, VA</i>	NEPA Documentation		20%	Russell Carlock rcarlock@nrha.us 757.314.2003	120/120
<i>Young Terrace City of Norfolk, VA</i>	NEPA Documentation		20%	Russell Carlock	90/90
<i>Diggs Town City of Norfolk, VA</i>	NEPA Documentation		20%	Russell Carlock	90/90
<i>Grandy 32 City of Norfolk, VA</i>	NEPA Documentation		20%	Russell Carlock	90/90
<i>North Wellington City of Norfolk, VA</i>	NEPA Documentation		20%	Russell Carlock	90/90
<i>Jamestown Beach Water Access and Shoreline Stabilization James City County, VA</i>	Design & Permitting		30%	Nancy Ellis nancy.ellis@jamestowncitycounty.va.gov 757.259.5370	150/140
<i>Tuckahoe Creek Park Boardwalk Henrico, VA</i>	Design, Permitting, NEPA Documentation		35%	Steve Hart har03@henrico.us 804.501.5117	150/150
<i>Red Bank Boat Ramp Replacement Northampton County, VA</i>	Design & Permitting		25%	Ed Carr ed.carr@dgif.virginia.gov 804.367.8311	Ongoing

Note: No major schedule variances except for Seagate project, where contaminated sediments and additional testing delayed permits.

IV Approach and Capacity





IV. Approach and Capacity

The **VHB** Team is comprised of VHB employees and subconsultants including *Dramby Environmental Consulting, Inc. (DEC)*, *Bay Environmental, Inc.*, *Virginia Institute of Marine Science (VIMS)*, *Circa~ Cultural Resource Management, LLC (Circa~)*, and *Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS)*, who have a record of working together for many years on a variety of projects.

Project Management

The VHB Team will be led by Project Manager **Chris Frye**, who will serve as the main point of contact for the National Disaster Resilience Competition (NDRC) - Ohio Creek — Environmental Services. Chris will maintain full responsibility for the project through the completion of the draft and final EIS, or EA, as well as the publication of the Record of Decision (ROD). In his 28-year career with VHB, Chris has focused his work on environmental documentation and permitting of complex transportation and waterfront development projects for municipalities, state governments, and private-sector clients. Deputy Project Manager **Kim Blossom** brings 13 years of professional experience and has led multiple EAs recently prepared for NRHA/HUD. Kim has an excellent working relationship with the Commonwealth's HUD staff, as well as a clear understanding of HUD's expectations for completing an EIS/EA.

Management Approach

VHB's management approach is based on the quality of our personnel, consistent coordination amongst team members, and clear direction that results in quality products and on-time, within budget completion of all tasks and work products. Additionally, we have learned through experience in leading similar EIS/EA projects with HUD that our successful management structure must:

- Define an administrative structure with direct lines of responsibility and communication.
- Base all activities on an agreed-upon understanding of the objectives of the NEPA process, the required products, the technical requirements, and the required external and internal stakeholders.
- Demonstrate flexibility to meet constantly changing demands and circumstances.
- Assign the right leadership and key staff who are committed to the project for its duration.

VHB's management approach demonstrates our ability to identify issues and reduce risks to avoid delays when we complete the EIS/EA. We will use the following management tools and techniques:

- **Schedule Control.** Chris uses careful planning and anticipates challenges to maintain an outstanding record of schedule control on all of his work.
- **Cost Control.** VHB managers use a proprietary, Windows-based BusinessTrak™ to access, maintain, and generate up-to-date quantitative project budget information from one easily accessible location. This system allows our staff to keep administrative costs to a minimum.
- **Work Plans.** VHB will prepare a Work Plan for each task in the Ohio Creek EIS/EA that will provide the framework for planning and managing each project element, including scheduling and staffing resources.
- **Internal Project Website.** The VHB Team will use a secure, internal project management website to facilitate communication among the consultant team and HUD/City. The website is easy to use and

includes a project schedule/calendar with email notification, as well as an online filing system for centralized and secure storage of all documents.

Project Approach

Understanding of HUD EIS Process

VHB’s HUD EIS/EA process specialists will evaluate the existing data the City has for the Ohio Creek project to identify any planning gaps prior to the Notice of Intent (NOI) to prepare an EIS. We will also bring our NEPA experience and strategic approach to analysis and documentation in accordance with HUD NEPA requirements, including a robust public process and focused agency involvement.

Methodologies and Approaches to Resolving Environmental Issues

The VHB Team has extensive experience conducting technical analyses for projects within the coastal zone, such as the work VHB completed for the National Park Service - Colonial Parkway Shoreline Stabilization EA and the Dyke Marsh Restoration Project located in the Upper Potomac. Our approach to resolving environmental issues results in a thorough and defensible EIS/EA, and is focused on providing:

1. Solid technical analysis
2. Timely agency coordination and reviews
3. Clear documentation and public involvement

EIS Preparation Process



1. Resolving Environmental Issues—Solid Technical Analyses

An EIS inherently involves a variety of different technical analyses, and for this project the VHB Team anticipates that noise/air quality modeling, floodplain modeling, and possible groundwater changes could be critically important as the project contemplates the raising of roads, capturing and slowing the flow of rainwater within the watershed, as well as coastal berms, or levees, to control coastal flooding within the neighborhoods. VHB will use the Army Corp of Engineers Hydraulic Engineering Center River Analysis System (HECRAS) Model, for the purpose of simulating the hydraulic conditions of a river to determine flood elevations, estimating shear stress and power, and determining the limits of flooding. HECRAS is also used frequently understanding the sediment transport capacity and competency of a stream or river system. The sediment transport modeling will aid in determining stream or river form form, size of boulders for habitat structures and cobble-gravel-sand material gradation for the streambed, bank erosion potential, and appropriate locations for stabilization practices to ensure short- and long-term stability.

2. Resolving Environmental Issues—Agency Coordination and Technical Reviews

The VHB Team’s strong relationships with the federal, state, and local permitting/resource agencies will help us effectively problem-solve and develop mitigation options early in the process. Having stable, consistent agency involvement throughout the EIS process will facilitate a preferred alternative that is

the least damaging, practicable, and acceptable to the community. The strategy to creating consistent participation starts with identifying the right “champions” within each agency and demonstrating the importance of the project and each agency’s role in the development of the EIS.

We will facilitate a coordinated agency review and approval process. This approach will assist the City in the wetland, water quality, and other mitigation and permitting/approvals processes after the NEPA process is completed.

3. Resolving Environmental Issues—Project Documentation

Project documentation is a critical part of EIS completion, as preparing the administrative record and documentation of the EIS analyses is a required component of a comprehensive, defensible NEPA process. VHB has proven approaches for developing an administrative record and documenting HUD/City, agency, and public comments. VHB manages internal comments on deliverables by marking all internal documents as “Draft,” with numbered lines.

An electronic comment sheet is provided with each document, in which the reviewer(s) provides comments electronically. During critical review stages in the EIS process, reviewers will use this form to provide comments. For recording public comments, VHB uses an interactive web-based database called CMART for cataloguing and responding to public and agency comments on the Draft EIS. CMART will allow the team to efficiently manage, review, and respond to commented documents through a secure online location.

Public Involvement

From the Notice of Intent (NOI) to file an EIS to the publishing of the Record of Decision (ROD), stakeholder participation can have a profound effect on the schedule and success of any EIS process. The VHB Team will manage the stakeholder engagement effort—from identifying the right participants in the community for outreach, to facilitation, to selecting appropriate meeting locations. The VHB Team will work closely with the HUD/City to create a tailored public involvement plan during the EIS scoping process that will reach local residents, stakeholders, and landowners of the study area. For a thorough and defensible EIS process, it is critical to provide forums in which all stakeholders, especially those opposed to any aspect of the project, are respected, heard, and acknowledged. The goals of this task include:

- Develop and implement an EIS process that is fair, responsible, responsive, and involves the public’s consistent and meaningful participation.
- Ensure consistent and productive communication between the stakeholders and the HUD/City EIS Team.
- Involve traditionally underserved populations/special audiences to ensure compliance with Title VI of the Civil Rights Act of 1964 (Title VI).

Project Schedule

The VHB Team is goal-oriented and solutions-driven. We understand the goal to complete construction for the proposed Ohio Creek project is September 2022, and HUD/City are committed to a fair and objective NEPA process. We will expedite the environmental review process to integrate the P&N, Alternatives Analysis, EIS, and permitting process. The VHB Team understands that neither the City nor HUD wants us to reinvent the wheel; our job is to review and validate the data developed by the Design Team and analyze the information through the NEPA lens as part of a thorough and defensible process.

Changes can occur in the course of an EIS, and we have the process knowledge to adapt to such events. If a change occurs, VHB will assess the impact for the EIS environmental analysis requirements, regulatory agency requirements, and project schedule. We will identify the schedule, cost, expected outcomes, and other implications of each strategy and provide this information to the City and HUD with recommendations for the next steps and adjusting the schedule or timing of upcoming tasks to mitigate the impact of the change. Our approach includes setting achievable milestones, as well as reviewing periods and meeting times to set clear expectations for participants.

Subconsultants

To complement VHB's in-house capabilities, we have partnered with qualified technical specialists from their respective fields who will each play a vital role in the preparation of the Ohio Creek EIS or EA, as well as assist the design team with the review of alternatives, including construction and permitting of key elements of the program. We specifically selected our teaming partners to ensure that we have the experience working in Norfolk, have a deep understanding of coastal processes and the design of shoreline stabilization measures, including living shorelines, as well as have a proven record in both NEPA and regulatory permitting services. VHB's selected partners have the experience that will leverage our team's deep understanding of the complex interaction of NEPA with special purpose laws, as well as state and local environmental processes. The benefit to the City/HUD is a team with a real-world understanding of what it takes to prepare documentation and facilitate a public process that satisfies the stakeholders, addresses the known risks, and provides the flexibility and knowledge enough to adjust to changing circumstances.

Dramby Environmental Consulting, Inc.

Dramby Environmental Consulting, Inc., (DEC) is a small, woman-owned business located in Williamsburg, Virginia. DEC has been providing high quality professional environmental consulting services to both public and private sector clients since 2008. Their mission to provide innovative, cost effective solutions for client's environmental and natural resource needs focusing in the following core service areas: environmental permit preparation, coordination, and compliance; National Environmental Policy Act (NEPA) documentation and compliance; natural resource assessment and reporting; and rare, threatened, and endangered (RTE) species assessment and permitting. DEC is dedicated to helping clients understand and navigate the environmental review process based on their program needs.

DEC has developed over the years a strong foundation and working relationship with the various local, state, and federal regulatory agencies throughout the Mid-Atlantic region, especially within Virginia. DEC has a proven track record of diligently working on behalf of clients to resolve even the most difficult and oftentimes highly controversial environmental land-use issues.



Office Location:

424 Duke of Gloucester
Street, Suite 209,
Williamsburg, VA 23185

Role: *Natural Resources
Characterization, Impact
Assessment, Regulatory
Coordination, and
Permitting*

Services: *Environmental*

Completed projects relevant to the scope of work for this contract include the following:

- Campus Walk Avenue and Lasalle Street Sidewalk Improvements Project, Durham, North Carolina
- Maury Cemetery Stream Restoration, Richmond, North Carolina
- North and South Pocosham Stream Restoration, Richmond, North Carolina
- Ardmore Park Stream Restoration, Greensboro, North Carolina



Office Location:

648 Independence Parkway, Suite 100, Chesapeake, VA 23320

Role: *Natural Resources Characterization, Impact Assessment, Regulatory Coordination, and Permitting*

Services: *Environmental*

Bay Environmental, Inc.

Bay Environmental, Inc. is a Virginia-based small business providing comprehensive environmental services for property transactions, development, and redevelopment projects, and maintenance projects in Virginia, Maryland, Delaware, West Virginia, and North Carolina. Bay Environmental, Inc. was formed as a subchapter S Corporation in Virginia in April 2002. Bruce Comstock, PG, and Jim Cahoon, PWD, are the primary owners of the firm.

Bay Environmental, Inc. is a Virginia DMBE Certified Small Business (certification# 659592) and a Virginia Licensed Class A Contractor. Bay Environmental, Inc. has a history of servicing municipalities and state agencies, as well as providing due diligence and permitting services for national big box stores, regional commercial chains, real estate development, and homeowners.

Completed projects relevant to the scope of work for this contract include the following:

- City of Chesapeake Annual Environmental Services Contract, including BMP maintenance and living shoreline construction.
- Colley Bay living shoreline construction for the City of Norfolk, including approximately 1,100 linear feet of new living shoreline.
- Virginia Zoo living shoreline design, permitting, and construction for the City of Norfolk, including 0.25 acres of new tidal marsh and living shoreline.
- River Star Homes program raingarden and living shoreline construction for the Elizabeth River Project throughout Norfolk and Chesapeake.



Office Location:

1208 Greate Road Gloucester Point, VA 23062

Role: *Technical Expert on Shoreline Stabilization, Living Shorelines, Coastal Environments, Wetlands, and Sea Level Rise*

Services: *Design, Permitting, Impact Assessment*

Virginia Institute of Marine Science

The Shoreline Studies Program (SSP) within the Department of Physical Sciences at the Virginia Institute of Marine Science (VIMS) conducts basic and applied research primarily within the shore zone of the Chesapeake Bay estuarine system and Virginia's ocean coast. Research efforts involve wave-climate analysis, shoreline morphology, shore-zone stratigraphy and recommending shoreline management strategies. SSP will provide valued insight on proposed shoreline treatment strategies developed by the City's design team, as well as author portions of the NEPA document related to existing conditions and anticipated resource impacts.

Circa~ Culturall Resource Management, LLC

Circa~ Cultural Resource Management, LLC (Circa~) is a federal certified (SBA) and SWAM certified (647807) small, 100% woman-owned business with expertise in archaeology, architectural history, historical research, education and exhibits, historic preservation planning, and historic preservation law. Our staff expertise and technical capabilities enable us to provide a full-range of cultural resource and historic preservation services from management plan and predictive model development to compliance consultation and documentation.



Office Location:

453 McLaws Circle, Suite 3, Williamsburg, VA 23185

Circa~'s work and resulting reports meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation and VDHR's guidance entitled, Guidelines for Preparing Identification and Evaluation Reports for Submission Pursuant to Section's 106 and 110, National Historic Preservation Act, Environmental Impact Reports of State Agencies, Virginia Appropriations Act, 1998 Session Amendments and Guidelines for Archaeological Investigations in Virginia June 2011.

Completed projects relevant to the scope of work for this contract include the following:

Role: Section 106 National Historic Preservation Act (NHPA), Archaeological and Architectural Resources Characterization, Impacts Assessment

Services: Historic Resources Documentation and Agency Coordination

- Norfolk Redevelopment and Housing Authority. Circa~ was contracted to complete a Phase I Architectural Survey with an intensive historic context for seven NRHA properties in Norfolk, Virginia, prior to the NHRA completing repairs to the properties.
- Norfolk Port Authority. Circa~ has twice been awarded a 5-year contract to provide on-call cultural resource support for the Norfolk Port Authority.
- South Norfolk Historic District. The City of Chesapeake, Virginia, contracted Circa~ to update the circa post 1890 Norfolk Historic District as part of a mitigation for a Memorandum of Agreement (MOA) regarding 1414 Ohio Street, which is listed as a contributing element to the historic district.

Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS Engineers or SCS) is a 100% employee-owned Virginia corporation. They are one of the nation's oldest and largest privately held professional service firms specializing in environmental services. From an initial group of three engineers in one office in Long Beach, California, they have grown to more than 800 engineers and scientists in over 65 offices in the United States.



Office Location:

2877 Guardian Lane
Suite 1-F, Virginia
Beach, VA 23452 (Keith
Matteson)

Office Location:

11260 Roger Bacon
Drive
Suite 330, Reston, VA
20190 (Jeff Marshall
and John Tabella)

Established in the Commonwealth over 45 years ago, SCS Engineers is a perennial leader in the environmental engineering and consulting industry. SCS' first Virginia office was established in Reston in 1971. Their Virginia operation has grown to a staff of about 85 professionals. To better serve clients in the Hampton Roads area, SCS opened an office in Norfolk in 1991. The Hampton Roads office generally performs the range of services provided by SCS as a whole and has in-house design and CADD capabilities, construction management, and administration experience, as well as environmental experience.

Since their inception in 1970, they have focused almost exclusively on environmental services projects. Specialty practice areas include asbestos, lead, mold investigations/abatement, phase I and II environmental site assessments, hazardous waste, superfund, RCRA, remediation, storage tanks, air emissions management and permitting, environmental compliance audits and permitting, and brownfields/voluntary remediation program.

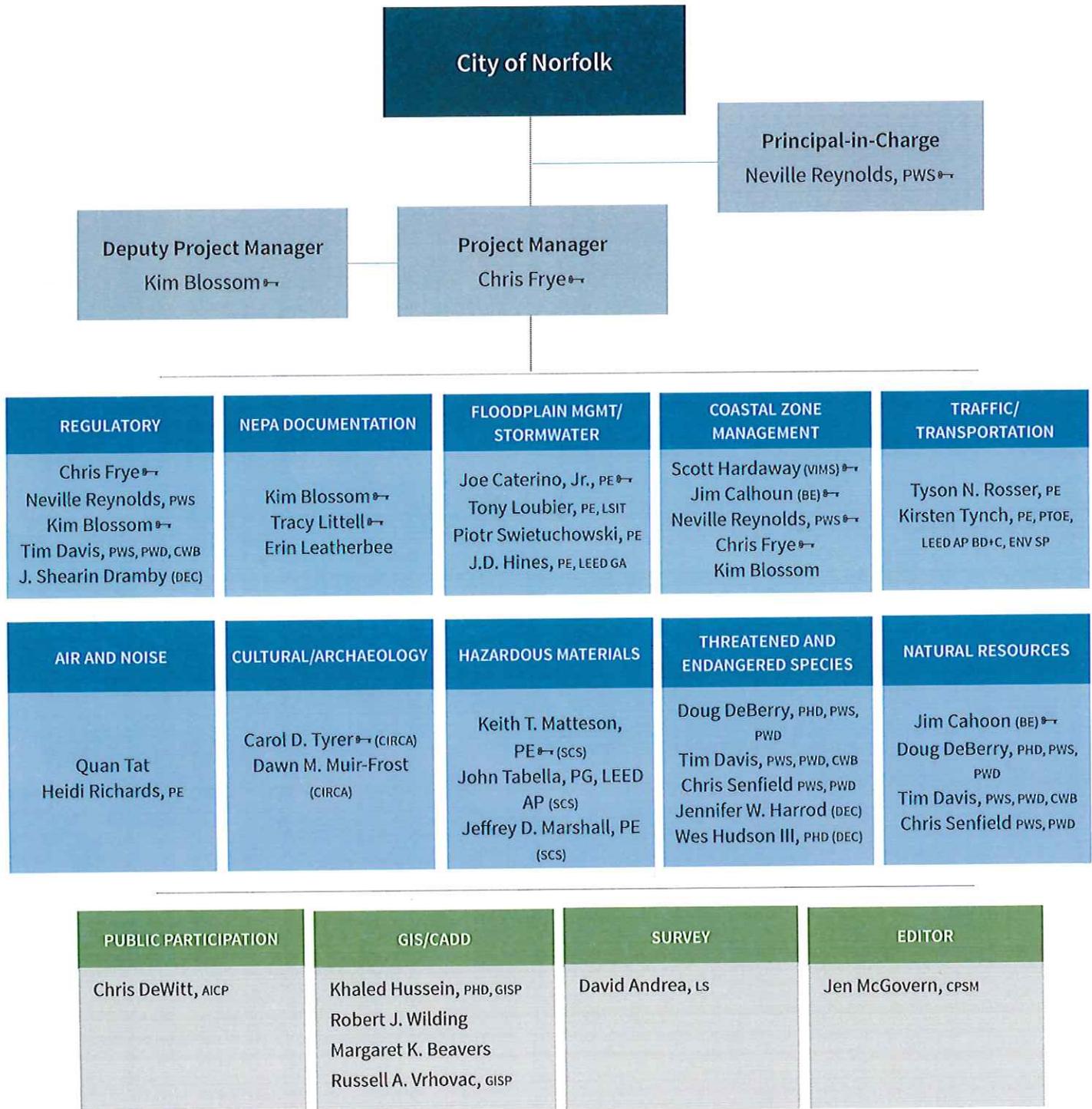
Role: Hazardous Materials Investigations and Studies, Groundwater Characterization, Stormwater

Services: Civil/Environmental Engineering

Projects relevant to the scope of work for this contract include the following:

- Norfolk Redevelopment and Housing Authority (NRHA) Huntersville Maplewoods (Brewery) Site Environmental Services, Norfolk, Virginia, Completed
- NRHA Berkley Avenue Site, Environmental Site Assessments and Environmental Remediation, Norfolk, Virginia, Ongoing
- Environmental Services for Campostella Landfill, City of Norfolk, Virginia, Ongoing
- Lamberts Point Hurricane Damage Action Plan and Response, City of Norfolk, Virginia, Completed
- Environmental Assessment and EIS - PSTOC Campus and VDOT Camp 30 Area Headquarters, Fairfax, Virginia, Completed
- Fort Totten and Benning Road Transfer Station Renovation, Washington, DC, Ongoing

The following organizational chart shows the VHB Team—all specialists in their fields—who will provide HUD/City with the local knowledge for EIS/EA.



☞ Designates Key Personnel

Resumes provided in the appendix.

Subconsultants:

Dramby Environmental Consulting, Inc. (DEC)

Virginia Institute of Marine Science (VIMS)

Bay Environmental, Inc. (BE)

Circa~ Cultural Resource Management, LLC (Circa~)

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS)

References

VHB encourages you to contact the following clients to discuss the quality of our work, our responsiveness, and our ability to stay on budget.

VHB has been our Engineer of record on projects that have included:

- The Grandy Village Learning Center, a waterfront facility opened in 2010 as the first LEED Gold new building constructed in the City of Norfolk.
- Grandy Village Phase IV, a project that raised certain areas of the Grandy Village site above the 100 year flood plain and improved overall site drainage.
- Grandy Village Phase V, a project that includes the construction of 16 new units of housing adjacent to wetlands.

We have also used VHB to perform our Housing and Urban Development mandated Environmental Reviews and a VHDA approved acoustical analysis of a site for a 47 unit midrise that is now under construction.

Chris Frye and Kim Blossom were instrumental in guiding these projects through the maze of federal, state, and municipal regulations associated with wetland and environmental work. They are both extremely competent and intelligent professionals. I recommend them without reservation.

Please contact me if you wish to discuss the work we have done with VHB in greater detail.



Russell H. Carlock, AIA

Senior Architect

Norfolk Redevelopment and Housing Authority

rcarlock@nrha.us

757-314-2003

J.D.:

I wanted to take a minute to express my special thanks to you and your team at VHB for the wonderful job you did on the Chesapeake Bay TMDL Action Plan and Stormwater Best Management Practice Observation Projects. As a representative of Old Dominion University I was delighted with the products that we received through your diligent and professional attention to detail. The effort you put in to provide such quality products under such tight time constraints were certainly appreciated. It is a joy for me to work with such dedicated and talented colleagues.

Sincerely,



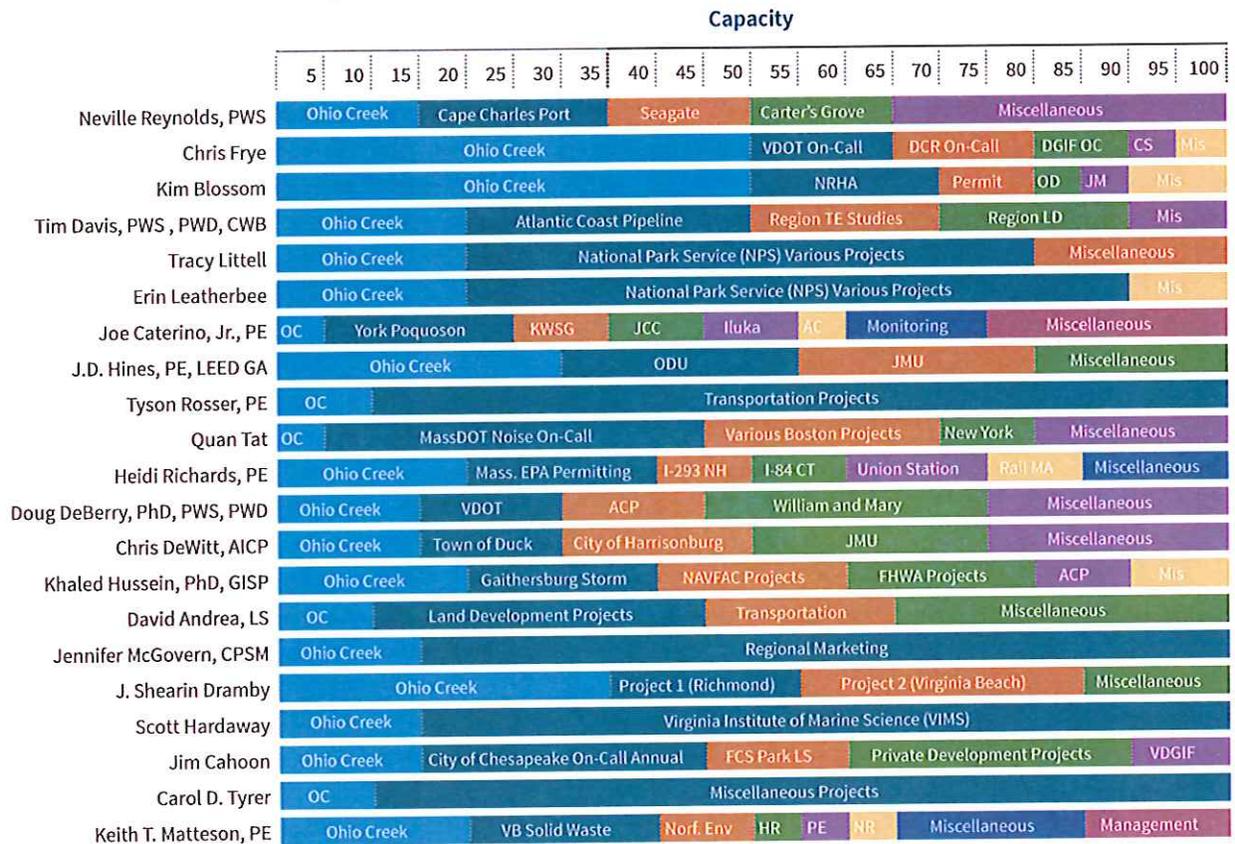
Douglas Alexander
Director, Environmental Health and Safety
Old Dominion University

PROJECT AND DESCRIPTION OF SERVICES	REFERENCE	CONTACT INFORMATION
Dominion Boulevard Roadway Improvements <i>NEPA, survey, wetland mitigation, permitting, construction compliance monitoring</i>	Earl Sorey, PE City Engineer City of Chesapeake, Public Works Department	757.297.6998 earsorey@cityofcheapeake.net
Old Dominion University, Various Projects <i>stormwater, site/civil, survey, construction plans and oversight, environmental services, landscape design, structural</i>	Douglas Alexander Director, Environmental Health and Safety Old Dominion University	757.683.4495 dalexand@odu.edu
Norfolk Redevelopment and Housing Authority (NRHA), Various Projects <i>NEPA, permitting, wetland mitigation design and monitoring, survey</i>	Russell Carlock, AIA Senior Architect Norfolk Redevelopment and Housing Authority	757.314.2003 rcarlock@nrha.us

Work Plan

Capacity Chart

The personnel on this project team have been chosen for two main reasons: they are technical specialists in the necessary project areas, and based on current workloads, they are available to respond to project commitments on short notice and to complete tasks within the timeline established by the City of Norfolk/HUD. If selected, VHB aims to provide the City with the capacity and resources to complete tasks within the required timeframe.



Abbreviations: OC (blue, first)- Ohio Creek; Misc.- Miscellaneous; VDOT- Virginia Department of Transportation; DCR- Dept. of Conservation and Recreation; DGIF- Department of Game and Inland Fisheries; OC- On-Call; CS- Colonnas Shipyard; NRHA, NR- Norfolk Redevelopment and Housing Authority; OD- Old Dominion Univ.; JM, JMU- James Madison Univ.; TE- Transportation Environmental; LD- Land Development; KWSG- King William Sand & Gravel; JCC- James City County; AC- Arlington County; EPA- Environmental Protection Agency; MA, Mass.- Massachusetts; NAVFAC- Naval Facilities Engineering Command; FHWA- Federal Highway Administration; ACP- Atlantic Coast Pipeline; FCS Park LS- False Cape State Park Living Shorelines; VB- Virginia Beach; Norf.- Norfolk; Env.- Environmental; HR- Hampton Roads; PE- Portsmouth Environmental

Project Schedule

The schedule provided assumes the level of effort required consists of an Environmental Impact Statement (EIS) per HUD regulations and Individual Permit (IP) per Section 401/404 of the Clean Water Act. Upon receipt of the Notice to Proceed (NTP) we have estimated approximately 625 business days for the EIS to be completed. For the IP we have estimated approximately 180 business to complete the permitting process from NTP.

In the event that HUD determines that an Environmental Assessment or Categorical Exclusion are required, then the above listed timeframes would be reduced. It is likely that the permitting threshold would also be reduced into a general permit category and regulatory timeframes would likely be shortened.



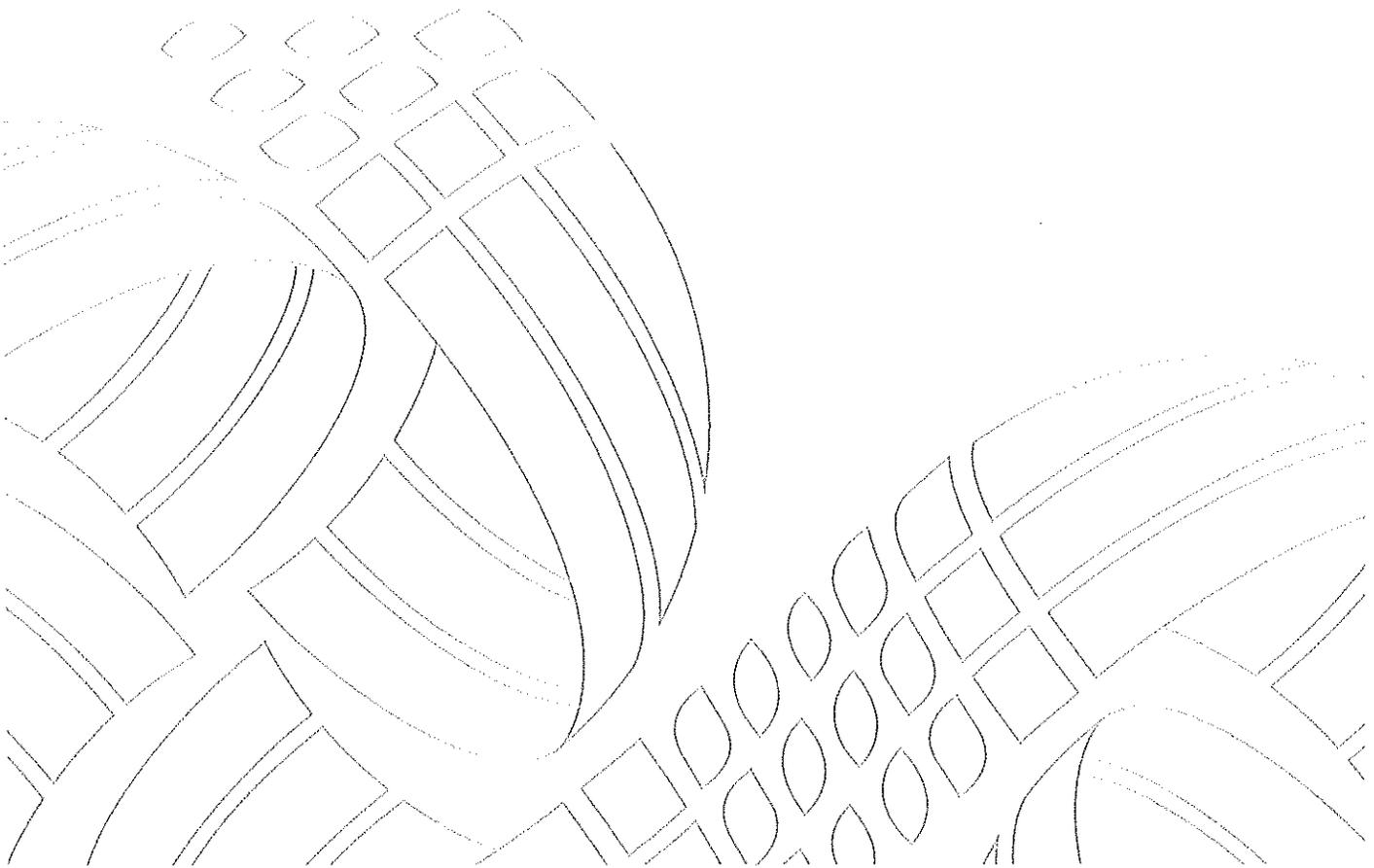
- EIS Milestones**
- ★ Agency Scoping
 - Public Meetings (Assumes City Provides Design Alternatives)
 - Notice of Intent
 - Draft EIS for Comment
 - Final EIS for Distribution
 - ★ Record of Decision
 - ▲ Request for Release of Funds

- IP Milestones**
- ★ Impact and Mitigation Assessment on Preferred Act
 - Submit JPA, Support Document, Sketches
 - Respond to Agency Comments
 - Public Notice
 - ★ Record of Decision
 - ▲ Permits Issued

Estimated Level of Effort

	PRINCIPAL-IN-CHARGE (REYNOLDS)	PROJECT MANAGER (FRYE)	DEPUTY PROJECT MANAGER (BLOSSOM)	REGULATORY/PERMITTING (DAVIS, FRYE, BLOSSOM, DRAMBY, CAHOON)	NEPA DOCUMENTATION (LITTELL, LEATHERBEE, BLOSSOM, DEWITT)	FLOODPLAIN/STORMWATER (LOUBIER, SWIETUCHOWSKI, CATERINO, HINES)	COASTAL ZONE (HARDAWAY, FRYE, REYNOLDS, CAHOON)	AIR AND NOISE (TAT, RICHARDS)	TRAFFIC/TRANSPORTATION (ROSSER, TYNCH)	CULTURAL/ARCHAEOLOGICAL (TYRER, FROST)	HAZARDOUS MATERIALS (MATESON, MARSHALL, TABELLA)	NATURAL RESOURCES (DAVIS, DEBERRY, SENFIELD)	T & E SPECIES (DAVIS, DEBERRY, SENFIELD)	GIS/CADD (KHALED, BEAVERS, VRHOVAC, WILDING)	SURVEY (ANDREA)	DOCUMENT EDITOR (MCGOVERN)	TOTAL MANHOURS
Document- Environmental Impact Statement (EIS)	10	57	151	2	196	4	4	16	20	16	20	4	4	80	8	18	610
Permitting- Individual Permitting (IP)	12	59	106	88	0	12	40	0	0	8	8	34	4	88	0	0	459
Document- Environmental Assessment (EA)	8	28	84	4	109	16	2	8	16	8	8	2	2	48	4	13	357
Permitting- Moderate Impacts (MOD)	8	40	65	44	0	8	19	0	0	4	4	28	2	64	0	0	286
Document- Categorical Exclusions (CE)	8	30	64	4	53	2	2	6	4	2	8	2	2	26	2	10	225
Permitting- Regional Permit (RP), General Permit (GP)	6	34	45	32	0	4	8	0	0	0	0	15	0	48	0	0	192

V Exceptions to the City's Contractual Terms and Conditions





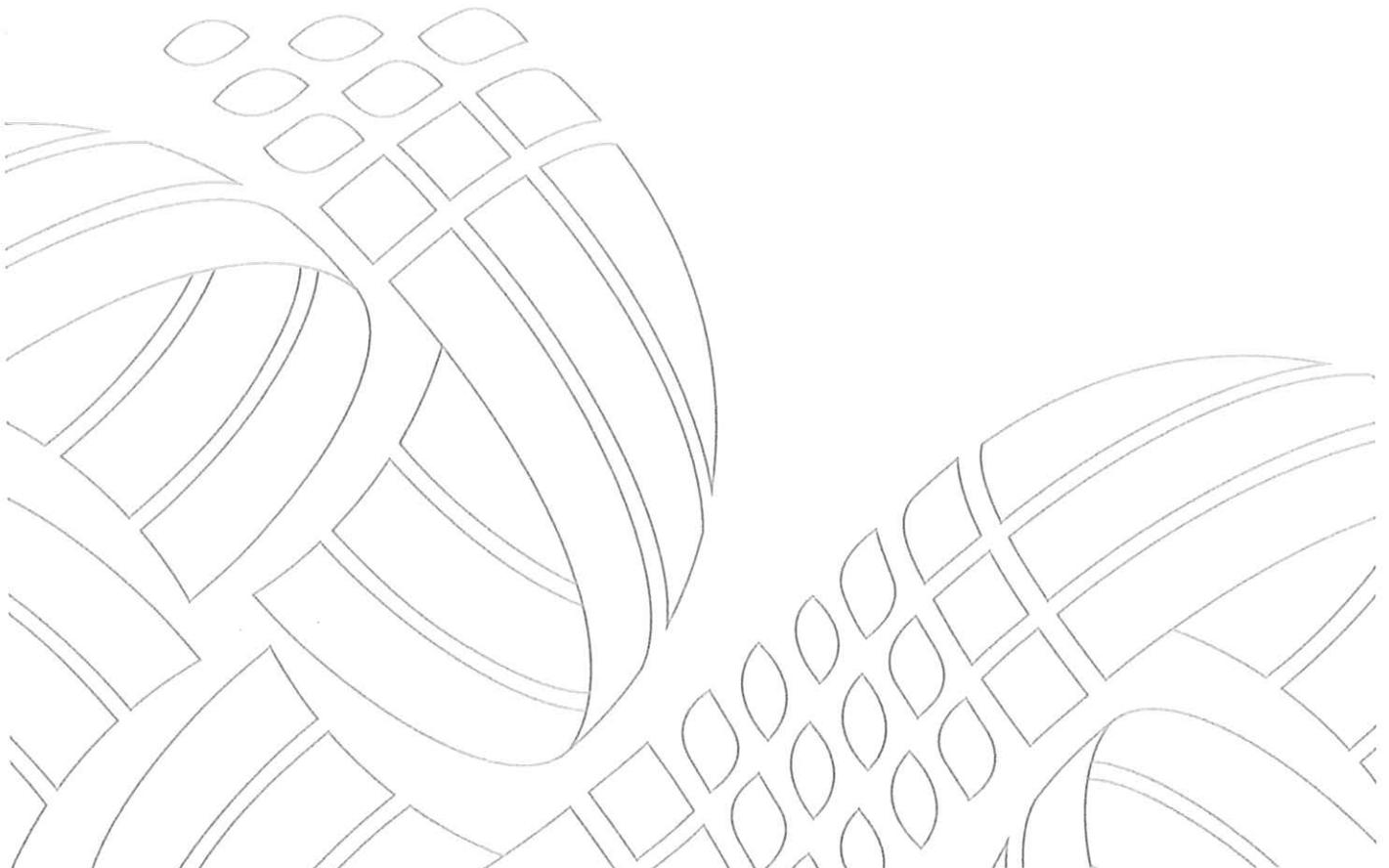
V. Exceptions to the City's Contractual Terms and Conditions

VHB reviewed the Contract Terms and Conditions provided in this RFP and offer the following exceptions:

- Page 13, "Indemnification," in the third line, delete "act" before negligence. In the fourth line, add "reasonable" before expense. VHB suggests this revision because our professional liability policy will cover negligent acts as opposed to any acts.

VI Appendix

Resumes
Attachments A-F



R. Neville Reynolds, PWS

Principal-in-Charge



Neville is a Senior Environmental Scientist, a Principal, and Managing Director of VHB's Williamsburg, Virginia office. His principal fields of technical expertise include wetlands identification and delineation, wetland mitigation, coastal geology and sediment transport, and regulatory affairs.

33 years of professional experience

Education

MS, Oceanography, Coastal Geology, Old Dominion University, 1990

BA, Geology, Earth Sciences, Millersville University, 1984

Registrations

Professional Wetland Scientist, 1996

Affiliations/ Memberships

Society of Wetland Scientists, 1996

American Shore and Beach Preservation Society

Virginia Marine Industry Advisory Committee

Virginia Mitigation Banking Committee

Virginia Tidal Wetland Mitigation Banking Advisory Committee

Virginia Marine Resources Commission, Living Shoreline General Permit Committee

South Norfolk Aggregate and Norfolk Tug Marine Yard, Eastern Branch Elizabeth River, Norfolk, Virginia

Neville was Project Principal/Manager for design and permitting to establish tug docking facilities, casting yard for concrete floating docks and stone yard on the Eastern Branch of the Elizabeth River.

Milton Point at Kimball Terrace Shipyard, Norfolk, Virginia

Neville was the Project Principal/Manager for design and permitting of major upgrade to existing shipyard facilities located on the Eastern Branch of the Elizabeth River. Prepared site plans and permit applications for all waterside and landside work. Primary task included extensive stakeholder coordination necessary for newly passed US Army Corps of Engineer guidance under Section 408 of the River and Harbors Act. Responsible for coordination with multiple stakeholders, including the VA Pilots Association, the Virginia Maritime Association, independent docking pilots, Operations Branch, US Army Corps of Engineers, the VA Port Authority and the US Coast Guard. Obtained local, state and federal permits from the Norfolk Wetlands Board, Virginia Marine Resources Commission and the US Army Corps of Engineers.

Seagate Chesapeake Marine Terminal, Chesapeake, Virginia

Neville was Project Principal/Manager for planning, design, and permitting of a major new port facility on the Southern Branch of the Elizabeth River. He led a multi-disciplinary team in the development of water and landside facilities for a \$30M bulk handling facility. Neville was responsible for coordination with multiple stakeholders, including the VA Pilots Association, the Virginia Maritime Association, independent docking pilots, Operations Branch, US Army Corps of Engineers, the VA Port Authority and the Norfolk-Portsmouth Beltline Railroad. He was also responsible for acquisition of all local, state and federal environmental permits, included extensive coordination in securing Section 408 navigational approvals under new Corps of Engineers requirements

NPS, George Washington National Parkway, Dyke Marsh Restoration Project, Fairfax County, VA

For the National Park Service (NPS), Neville is serving as Project Manager and subject matter expert in support of this \$26M freshwater tidal marsh restoration effort in the Potomac River. Working with the NPS and Baltimore District U.S. Army Corps of Engineers, Neville is guiding regulatory coordination and strategy as well as developing design alternatives with the goal of restoring up to 100 acres of marsh habitat previously destroyed by mining activities. His role has required extensive coordination with all Virginia regulating agencies, the Norfolk District U.S. Army Corps of Engineers, National Marine Fisheries Service, and Maryland environmental regulatory agencies.

Chris W. Frye

Project Manager



Education

MS, Geological Oceanography,
Old Dominion University, 1988

BS, Geology, Bowling Green
State University, 1983

Affiliations/ Memberships

Virginia Maritime
Association Member

Chris's professional responsibilities include project management and key environmental and regulatory support during the permit acquisition period of large land development, transportation, and mitigation/natural systems restoration projects. Previous work experience includes 7 years with the Virginia Marine Resources Commission, Habitat Management Division as an environmental engineer processing permit requests for projects such as roadways and bridges, submerged and overhead utility lines, and coastline development projects that impacted the Commonwealth's rivers, bays, and creeks. This experience exposed Chris to regulatory procedures and processes within Virginia and laid the foundation for understanding how to develop a successful permit strategy for a variety of projects, including shoreline stabilization and restoration projects, waterfront development, and large-scale transportation projects.

28 years of professional experience

Norfolk Redevelopment and Housing Authority, Grandy Village Community Senior Mid-Rise Facility and Learning Center, Norfolk, VA

VHB assisted the Norfolk Redevelopment and Housing Authority (NRHA) at their Grandy Village property on various tasks including NEPA compliance efforts with HUD oversight/funding and regulatory permitting for floodplain modifications, shoreline improvements, and creation of stormwater measures, including tidal wetland creation adjacent to the Learning Center. Chris was the environmental project manager for all of the listed services, working closely with VHB's Kim Blossom.

South Norfolk Aggregate and Marine Yard, Eastern Branch Elizabeth River, Norfolk, VA

The South Norfolk Aggregate and Marine Yard, also known as the Pickle Property, retained VHB to assist with the design and permitting of the rehabilitation of their commercial/ industrial waterfront parcel in South Norfolk. Chris was the permitting lead for the project and oversaw the development of the Joint Permit Application and supporting information, and obtained Section 10, 404, and 408 permits from the U.S. Army Corps of Engineers, as well as local and State permits.

Dominion Boulevard Roadway and Bridge Improvements Project, Southern Branch Elizabeth River, Chesapeake, VA

The City of Chesapeake is replacing the existing bascule bridge over the Southern Branch of the Elizabeth River with a new, 3,000-foot-long, 95-foot-high fixed bridge and two miles of expanded roadway system. VHB developed the FWHA-approved Environmental Assessment along with obtaining all regulatory approvals from Federal and State agencies. Chris was the permitting lead overseeing the development of the permit applications and coordination with the regulatory/commenting agencies.

Kimberly S. Blossom

Deputy Project Manager



Education

BS, Biology, Christopher Newport University, 2002

Registrations

Erosion and Sediment Control in Virginia for Inspectors VA

Kimberly is an Environmental Scientist in VHB's Williamsburg, Virginia, office with extensive experience in diverse environmental settings. Her experience includes permitting strategy and support associated with regulated waters of the U.S. to include nontidal and tidal wetlands, and streams. Kimberly provides compliance inspection and reporting, data assessment for regulatory reporting, environmental resource inventories, permit documentation, and the preparation of National Environmental Policy Act (NEPA) compliance documents for federal agencies such as the Department of Housing and Urban Development, the Federal Highway Administration, and the Federal Transit Administration. Kim also has experience managing a wide spectrum of projects for commercial developers, municipalities, utilities, and private landowners. Kimberly is versed in anticipating and recognizing where the regulatory process may intersect with other laws and policies such as the Chesapeake Bay Act, the National Historic Preservation Act and the Coastal Zone Management Act and is directly involved in coordination efforts with the US Fish and Wildlife Service, Virginia Department of Historic Resources, and the Virginia Department of Conservation and Recreation.

13 years of professional experience

NRHA, Partrea I Mid-Rise Environmental Review Record/Environmental Assessment, Norfolk, VA

For the Norfolk Redevelopment and Housing Authority (NRHA), Kim provided NEPA compliance services for the federally funded construction of a mid-rise housing structure. The project provided housing options specifically designed to accommodate people with disabilities. As this project was located near a major interstate, VHB also completed a noise study for this project to satisfy HUD requirements. Kim set up noise collection equipment and collected data for analysis providing site specific data.

Grandy Village Learning Center, Norfolk, VA

For the NHRA, Kim was heavily involved in providing environmental services and obtained regulatory approvals for the development of a federally funded Learning Center located on the Elizabeth River. She facilitated coordination of the Section 401/404 permit process providing NRHA regulatory strategy and support. Permits were obtained from the U.S. Army Corps of Engineers, the Department of Environmental Quality (DEQ), and the Virginia Marine Resources Commission. During construction efforts, she conducted regulatory compliance monitoring to provide support and compliance with project specific DEQ permit conditions. Kim also compiled reports for client coordination efforts with onsite contractors as well as reports for agency submittal. She was also involved in conducting mapping of over 10 acres of Phragmites australis on the city property and prepared a wetland restoration plan for approximately 1.2 acres of tidal wetlands.

Grandy Village Phase 5 Environmental Review Record/Environmental Assessment, Norfolk, VA

For the NHRA, Kim compiled a HUD-required Environmental Review Record and Environmental Assessment for Grandy Village Phase 5. The project included the demolition of 13 structures comprising 88 residential units to be followed by immediate redevelopment of three new housing structures providing 17 newly constructed public housing units on approximately 2.5 acres.

R. Timothy Davis, PWS, PWD, CWB

Threatened and Endangered Species; Regulatory



Education

MS, Forestry, Minor in Wildlife
Biology, Clemson University,
1985

BS, Forest Management,
Clemson University, 1983

Registrations

Certified Wildlife Biologist, 1993

Licensed Professional Forester
MD, 2014

Professional Wetland Scientist,
1995

Professional Wetlands
Delineator (Virginia) VA, 2005

Tim is a certified Professional Wetland Scientist, Wetland Delineator, Wildlife Biologist, and Licensed Professional Forester with extensive professional experience in diverse environmental settings for both public- and private-sector clients. His strengths include wetland ecology, wetland delineation, forest silviculture, wildlife habitat management, wetland functional assessments, wetland permitting strategy, and endangered species habitats. Tim has participated in numerous environmental assessments and wetland/habitat studies throughout the eastern United States, in addition to permitting large-scale and often controversial projects at the local, state, and federal levels.

32 years of professional experience

NPS, Jamestown Island Environmental Impact Statement, Jamestown, VA

Under contract with the National Park Service (NPS), Tim performed the wetland delineation and associated wetland field studies for an Environmental Impact Statement (EIS) required in preparation of improvements needed for the upcoming 2007 commemoration of the 400th anniversary of the Jamestown settlement. Work included the delineation and Corps confirmation of wetland boundaries, the classifying of all wetland types on the +1,800-acre island using the Cowardin et al. (1979) system, and a wetlands functional values assessment. He conducted research on historic wildlife populations, and prepared text associated with the wetlands, fisheries, wildlife, listed species, and floodplains sections of the EIS document.

St. Luke's Village, Isle of Wight County, VA

Tim assisted McCale Development with the environmental due diligence regarding historic wetland delineation work, listed species, and Chesapeake Bay Preservation Areas for an abandoned golf course to be converted to residential/mixed use. He developed a permitting strategy, which included receiving exemptions from certain stormwater requirements that would allow use of existing ponds on the golf course for stormwater management. Tim also performed stream geomorphologic studies to determine the downstream volumes that can be released from the stormwater ponds. He prepared all environmental permit applications and received permits for construction.

Dismal Swamp Canal Trail, Chesapeake, VA

Tim performed environmental studies and wetland delineation work for improvements to 13 miles of trail, a boat ramp, and trailhead improvements. He prepared an Environmental Assessment (EA) document for approval by the U.S. Army Corps of Engineers and the Virginia Department of Transportation (VDOT). He also oversaw work related to cultural resources as part of the EA documentation; coordinated with project engineers in the design of the trail improvements; and prepared a Joint Permit Application (JPA) for two phases of the project. As part of this project, Tim prepared and submitted necessary documentation for DEQ federal consistency review.

Tracy Hamm Littell

NEPA Documentation



Education

MS, Oceanography, Coastal Geology, Old Dominion University, 1990

BA, Geology, Earth Sciences, Millersville University, 1984

Affiliations/ Memberships

National Association of Environmental Professionals

Tracy is an Environmental Planner who brings a background of training in environmental compliance and ecological research to VHB's National Park Service (NPS) team. Her primary experience at VHB focuses on the preparation of National Environmental Policy Act (NEPA) compliance documents. These projects have ranged from straightforward Environmental Assessments to highly controversial Environmental Impact Statements that have withstood legal challenges. Through management and preparation of these documents, along with keeping abreast of current developments in the realm of NEPA compliance, Tracy is able to offer clients a guiding hand through the NEPA process. She suggests and facilitates varying methods of public involvement and has the ability to identify efficiencies where the process may intersect and/or integrate with other laws and policies such as the National Historic Preservation Act, the Endangered Species Act, and the Coastal Zone Management Act, to name only a few.

8 years of professional experience

NPS, Acadia National Park Transportation Plan/Environmental Impact Statement Phase I, Bar Harbor, ME

Tracy managed the consultant team working with the National Park Service (NPS) to document the planning process and initiate NEPA compliance and is therefore intimately familiar with the scope of the project to date, including critical concerns raised by park staff, partners, and members of the public. During a two and a half day internal scoping meeting, she facilitated discussion between the park's comprehensive interdisciplinary team and partners to identify and document the multifaceted issues and opportunities that this plan should address. She also built upon previous experience and relevant examples to tailor public outreach materials to the park's diverse range of users and led an effort to analyze the comments received. She also led the synthesis of the internal and external scoping efforts to inform the upcoming workshop to establish desired future conditions and transition towards identifying specific strategies to achieve the park's goals. During the public scoping process, Tracy and her staff assisted with drafting the public meeting materials and is coding public comments uploaded to the Planning, Environment and Public Comment (PEPC) system to identify the multifaceted issues and opportunities the public considers important to the park experience.

NPS, Colonial National Historical Park, York River EA and Shoreline Stabilization, Yorktown, VA

For the National Park Service (NPS), Tracy assisted with an Environmental Assessment (EA) to address proposed shoreline stabilization measures along over 5 miles of the York River shoreline from the U.S. Naval Weapons Station/Cheatham Annex to the U.S. Coast Guard Training Center at Yorktown along the Colonial Parkway. Issues included maintenance of a critical transportation corridor while ensuring against shoreline erosion as well as protecting both onshore and offshore archeological resources.

Erin Leatherbee

NEPA Documentation



Erin is a Preservation Planner on VHB's National Park Service (NPS) team with a cultural resources background. Her primary experience focuses on the preparation of National Environmental Policy Act (NEPA) compliance documents, including environmental assessments and environmental impact statements.

2 years of professional experience

Education

MDS, Historic Preservation,
Boston Architectural College,
2013

Affiliations/ Memberships

National Trust for Historic
Preservation

NPS, Gulf Islands National Seashore, Fort Pickens Ferry Support Facilities and Shuttle Service Environmental Assessment, Pensacola Beach, FL

For the NPS, Erin assisted in the preparation of an EA for ferry support facilities and shuttle service in the Fort Pickens area of the national seashore. The proposed action will provide continued access to the barrier island and will make operations at this unit of the national seashore more resilient to weather patterns and natural processes, including frequent flooding due to rain events and hurricanes. Erin's primary responsibilities included document preparation and review, as well as maintenance of the administrative record.

NPS, National Capital Parks–East, Anacostia Park Management Plan Environmental Assessment, Washington, DC

For the NPS, Erin is assisting with the Management Plan EA for Anacostia Park, located along both shores of the Anacostia River. A challenge facing park management is planning for appropriate development of park facilities and public use within a floodplain that includes almost the entire park. Additionally, working on a plan for a park in an urban setting that serves such a diverse range of stakeholders requires careful coordination with the public, other agencies, and interested organizations. Erin's primary responsibilities include document preparation and maintenance of the administrative record.

NPS, Fire Island National Seashore, White-tailed Deer Management Plan/Environmental Impact Statement, Patchogue, NY

For the NPS, Erin assisted in the preparation of an EIS for the Fire Island National Seashore, located along a stretch of barrier islands on the southern shore of Long Island. The plan focused on the interaction between humans and deer, as well as the impact of deer browsing on sensitive vegetation and cultural landscape plantings. Her primary responsibilities included document preparation, public comment coding and analysis, and maintenance of the administrative record.

NPS, First State National Historical Park, Sheriff's House Rehabilitation Environmental Assessment and Assessment of Effect, New Castle, DE

For the NPS, Erin is assisting in the preparation of the EA and Assessment of Effect for the proposed rehabilitation and reuse of the historic 1857 Sheriff's House in the New Castle Historic District. The park was established in 2013, and this is the first public project the park is undertaking. A strong public interest in the future use of this building and its relationship to the historic district requires careful consideration of public input and coordination with local stakeholders and residents. Erin's primary responsibilities included document preparation, public comment coding and analysis, and maintenance of the administrative record.

Joseph F. Caterino, Jr., PE

Floodplain Management/Stormwater



Education

BS, Civil Engineering, Minor in Environmental Engineering, Pennsylvania State University, 1995

Registrations

Professional Engineer VA, 2002
Professional Engineer MD, 2006
Professional Engineer NC, 2012
Professional Engineer PA, 2012

Joe's experience includes environmental restoration, watershed management, and stormwater design. As a Senior Water Resources Engineer, he is responsible for managing and designing environmental restoration projects focused on stream, wetland, and stormwater resources. He serves as a project manager for watershed management and planning studies, stream restoration projects, wetland restoration and creation projects, dam rehabilitation, erosion and sediment control design, floodplain studies including FEMA no-rise, CLOMR, and LOMR certifications, project bidding, construction stakeout, and on-site construction management.

21 years of professional experience

Maymont Park, Richmond, VA

Joe completed a master stormwater management plan for the Maymont Foundation to review current water quality and quantity conditions and assess future sustainable treatment options. The modeling efforts involved the Runoff Reduction Method (RRM) and Watershed Treatment Model (WTM). Joe also completed the design of a water quality treatment train involving a permeable paved parking lot bio-retention basin that drains to a regenerative step pool storm conveyance system. The water quality improvements also involved the creation of on-site wetlands, which will also serve as an educational training center for Maymont Park.

James City County Watershed Management Plans, James City County, VA

Joe is managing the watershed planning contract for the James City County watersheds. Utilizing the baseline assessment data, a watershed management plan was developed to establish watershed goals and strategic actions. The watershed management plans are a valuable tool for the County staff to assist with planning of future development, identifying hot spots, implementing better site design protocols, providing watershed education, and identifying potential implementation projects for total maximum daily load (TMDL) reductions.

Midlothian Mines Stream Restoration Project, Chesterfield County, VA

Joe finalized design plans and construction specifications for the Midlothian Mines Park stream corridor totaling 1,450 linear feet for Chesterfield County's TMDL reduction program. The project was designed to provide pollutant reduction treatment as part of the County's effort to meet the MS4 reduction per the Virginia's Chesapeake Bay Phase II Watershed Implementation Plan (WIP). The project was awarded funding from the Stormwater Local Assistance Fund (SLAF) in 2014. Joe prepared the construction bid documents and provided construction oversight for the project.

Baptist Run Stream Restoration, Lee Hall, VA

Joe completed the design of 1,450 linear feet of Priority 1 stream restoration in a coastal plain physiographic region in York County. The restoration project was completed to serve as mitigation compensation for stream impacts from a regional municipal dam project.

J.D. Hines, PE, LEED GA

Floodplain Management/Stormwater



Education

BS, Civil Engineering, Old Dominion University, 2000

Registrations

LEED Green Associate, 2016
Professional Engineer (Water Resources) VA, 2005

Affiliations/ Memberships

American Society of Civil Engineers
Hampton Roads Association for Commercial Real Estate
Urban Land Institute (ULI)
International Council of Shopping Centers (ICSC)
Tidewater Builders Association
National Intramural and Recreational Sports Association

J.D. serves as a Project Engineer and Project Manager for site development, transportation, stormwater, and utility engineering projects. His experience on multiple private and public sector efforts enables him to contribute effectively to design teams. J.D.'s land development experience includes residential, commercial, and institutional projects. He has also contributed on limited access and urban roadways for the Virginia Department of Transportation. J.D. is skilled in master planning, hydrologic/hydraulic analysis, water distribution, wastewater collection systems, sewage pumping station design, and sports field designs.

16 years of professional experience

Milton Point at Kimball Terrace Shipyard, Norfolk, Virginia

J.D. was Quality Control and Quality Assurance Manager where VHB provided site/civil engineering, stormwater, living shoreline revetment, and shoreline stabilization. Stormwater management was a large component as the site is within the impaired waters of Chesapeake Bay Watershed with set TMDL limits.

Seagate Chesapeake Marine Terminal, Chesapeake, Virginia

J.D. was Project Manager for this marine terminal where he oversaw rezoning support, wetland delineation, survey, site/civil engineering (site plan development, stormwater management), dredging plan (sediment analysis), dock layout, and environmental permitting. This project also required site plan review with the City of Chesapeake as well as Section 408 approval.

Old Dominion University, Stormwater Master Plan and Update, Norfolk, VA

J.D. was Project Engineer for the original campus stormwater master plan for the urban campus in conformance with the University's 2007 Campus Development Plan, and Project Manager for the following update to current standards in 2012 and 2016.

Norfolk State University, Stormwater Master Plan, Norfolk, VA

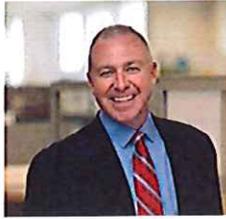
Under an Engineering Services Term Contract for Norfolk State University (NSU), J.D. is Project Manager for the study and planning of a campus-wide master plan to improve campus infrastructure, including a 10-year plan for addressing stormwater and water quality improvements utilizing low impact development (LID) principles.

APM Terminal Interchange and Transportation Improvements, VDOT, Portsmouth, VA

J.D. was Project Civil Engineer for the hydrologic and hydraulic design of a fast-track design-build interchange and associated collector roads. Analysis incorporated the use of interconnected ponds to provide required stormwater management quality and quantity control meeting VDOT Minimum Standards and appropriate VA erosion and sediment control regulations.

Tyson Rosser, PE

Transportation/Traffic



Tyson is experienced in the management of complex transportation projects that involve multiple disciplines including roadway, traffic, structural, and geotechnical design. His technical experience is in the design of roads and bridges.

22 years of professional experience

Dominion Boulevard, Chesapeake, VA

Tyson was Project Manager for the preliminary engineering for multiple interchange alternatives. His responsibilities included technical management of five interchange alternatives including three single point urban interchanges and two diamond interchanges.

Education

BS, Civil Engineering, Bucknell University, 1994

Registrations

Professional Engineer VA, 2005

Professional Engineer (Structural) MA, 2002

Professional Engineer NY, 1999

VDOT Advanced Work Zone Traffic Control Training

OSHA 10-Hour Construction Safety and Health Certificate

HRSD, Army Terminal Main, Norfolk, VA

For Hampton Roads Sanitation District (HRSD), Tyson was Design Engineer responsible for the evaluation of traffic impacts for various alternative pipe alignments under consideration. Design responsibilities included the development of maintenance of traffic plans, in close concert with the City of Norfolk, that employ a range of techniques from day time work zones, to short-term detours and parking restrictions, to long-term lane closures, to temporary signal modifications.

Traffic Engineering Annual Services Contract, Virginia Beach, VA

Through this annual services contract, Tyson has served as the Project Manager for multiple task orders that involved roadway and signalized intersection improvements throughout the City of Virginia Beach including intersections at South Independence & Lynnhaven Parkway, Great Neck & Lynnhaven Parkway, and London Bridge & Shipps Corner. Projects have been developed in accordance with local/state/federal guidelines for federally funded projects (CMAQ/HSIP). Typical projects have included the addition/lengthening of turn lanes, curb line and signal modifications. Project development has included obtaining field surveys, completing National Environmental Policy Act (NEPA) documentation, preparation of construction drawings detailing the roadway grading, signal modifications, drainage design, and the maintenance of traffic requirements. Construction administration services included the tracking, review, and response of submitted shop drawings and RFIs and field review meetings.

Landstown Road Widening, Virginia Beach, VA

As Project Manager, Tyson is responsible for the project delivery of this roadway widening project for the City of Virginia Beach for which a two-lane rural roadway is being widened to a four-lane section. In addition to the roadway design, responsibilities include the development of a drainage and stormwater management design, a traffic management plan, public utility improvements and coordination of private utility relocations, shared use path design, public outreach and close coordination of adjacent site developments within the corridor.

Quan V. Tat

Air and Noise



Quan is a Transportation Consultant in VHB's Transportation Systems Group in Watertown, Massachusetts, with experience in various aspects of transportation planning and evaluation, including parking evaluations, traffic impact assessments, traffic microsimulation, air quality modeling, and noise impacts. He is also experienced in conducting air quality and noise impact analysis for stationary sources.

21 years of professional experience

Education

BS, Civil Engineering,
Northeastern University, 1999

Registrations

Engineer in Training MA

Affiliations/ Memberships

Institute of Transportation
Engineers, Associate Member

Institute of Noise Control
Engineering, Member

Greater Lynchburg Transit Company, Lynchburg, VA

As part of an Environmental Assessment study for the development of an Intermodal Transit Center, Quan conducted air quality and noise analysis to determine the project's impacts. He assisted with the development of a regional mesoscale air quality model to analyze air pollutants, modeled a carbon monoxide (CO) microscale air quality analysis using Environmental Protection Agency's (EPA) CAL3QHC program, conducted noise measurements, and developed and calibrated a noise model following Federal Transit Administration's (FTA) noise impact assessment guidelines and procedures.

Nokesville Road, Route 28 Realignment and Widening Project, Prince William County, VA

Quan conducted a noise assessment associated with the reconstruction of Route 28 in Prince William County. He developed a noise model representative of the project area using FHWA's Traffic Noise Model (TNM) software. As part of the analysis, Quan projected future noise levels and designed noise barriers along the project corridor in accordance with Virginia Department of Transportation's noise abatement guidelines and procedures.

RIDOT, On-Call Air Quality and Travel Demand Modeling Services, Statewide Rhode Island

Under contract with the Rhode Island Department of Transportation (RIDOT), Quan provided air quality modeling of transportation control measures (TCMs), congestion management air quality (CMAQ), and other state implementation plan (SIP)-related proposals. He conducted CO microscale modeling using EPA's CAL3QHC and assisted in the development of air quality protocols.

Skillset: Generator Permitting, Massachusetts

To support various private developments, Quan assists with permitting the installation and operation of emergency generators. His tasks include conducting air quality and noise analysis to determine the project's impacts. He has assisted with the development of an air quality model to analyze air pollutants to determine compliance with the National Ambient Air Quality Standards, using Environmental Protection Agency's (EPA) AERMOD program. Additionally, Quan conducts noise measurements and develops a noise model to determine compliance with Massachusetts Department of Environmental Protection's noise impact criteria.

Heidi U. Richards, PE

Air and Noise



An air quality and traffic engineer in VHB's Transportation Systems Group and registered Professional Engineer in Massachusetts, Heidi has a wide range of experience in air quality analysis and traffic operations. Her experience is in all aspects of mobile and stationary source emissions for greenhouse gas, ozone, carbon monoxide, particulates and air toxins.

25 years of professional experience

Education

BS, Civil Engineering, University of Vermont, 1991

Registrations

Professional Engineer (Civil) MA, 1997

Affiliations/ Memberships

Transportation Research Board : ADC40 Air Quality and Transportation Committee

Institute of Transportation Engineers

Air Quality Modeling, CT, FL, RI, MA, ME, NC, NH, NY, and VA

Heidi has overseen and prepared the air quality modeling related to both mobile and stationary source emissions within the United States. She is responsible for the management of the regional mobile source model developed by VHB to run emissions analysis ranging from greenhouse gas to VOC and NOx. Additionally, Heidi has prepared input files of the Environmental Protection Agency's MOVES model, run the model, and used the output of this model for the various models and pollutants assessed for various projects. Heidi is familiar with the EQuest model which is used for the stationary Greenhouse Gas analysis. Heidi has also extensively overseen the use of CAL3QHC for use in the local hot-spot microscale analysis for CO and PM.

Transportation Air Quality Modeling and Policy Implementation – Mobile Sources

Heidi has experience in the successful preparation of the air quality evaluations of Federal Highway Administration's (FHWA) and Federal Transit Administration's (FTA) National Environmental Policy Act (NEPA) documents. She has assisted numerous departments of transportation—including Connecticut, Delaware, Massachusetts, Virginia and Rhode Island—in preparing mobile source analyses for their state implementation plans (SIPs) and Transportation Conformity submissions. These analyses have included existing and future emission inventories; rate of progress plans; SIP strategy analyses; conformity submissions for transportation plans, programs, and projects; inspection and maintenance programs; and submissions to respond to NEPA regulations. Heidi is also experienced in ozone and Greenhouse Gas (GHG) policy and analysis for mobile and stationary sources. Under her leadership, VHB has continued to excel in mobile and stationary source modeling procedures to help clients meet greenhouse gas policy requirements to comply with state and federal

Air Quality Analysis

Heidi has been responsible for preparation of air quality analyses of transportation projects, including highway and rail, as well as state and federal documents for various Environmental Assessments, Environmental Impact Reports and Statements and Major Investment Studies. Representative projects for which Heidi has been responsible for the air quality analysis include:

- Rhode Island RIDOT, On-Call Air Quality and Travel Demand Modeling Services, Statewide Rhode Island
- MassDOT On-Call Environmental Services
- Route 28 Widening, Environmental Assessment, Manassas VA

Douglas A. DeBerry, PhD, PWS, PWD

Threatened and Endangered Species



Doug has in-depth experience as an Environmental Scientist, with expertise in endangered species surveys, wetland delineation, environmental permitting, stream assessment, and habitat evaluation. Doug is a certified wetland delineator and professional wetland scientist, and is a recognized expert as a USFWS-accredited survey contact for all rare plant species in Virginia. He has extensive experience working in habitat management

Education

PhD, Marine Science, College of William and Mary, 2006

MA, Biology, College of William and Mary, 1999

BA, Environmental Sciences, University of Virginia, 1993

Registrations

Professional Wetland Scientist (Wetland Science), 1999

Professional Wetlands Delineator (Virginia) (Wetland Delineation) VA, 2005

Affiliations/ Memberships

Society of Wetland Scientists, Vice-Chair, South Atlantic Chapter

Local Community/Project Committee, The College of William and Mary, Research Asst. Prof. of Env. Science & Policy, 2010

Virginia Association of Wetland Professionals, President

24 years of professional experience

NPS, Colonial National Historical Park, Natural Resources Assessment, Jamestown, VA

For the National Park Service (NPS), Doug served as Technical Liaison for endangered plant species surveys and integration of resource management information related to rare species habitat. He provided summary data for historical analysis of plant demographic information to inform management decisions related to habitat preservation and maintenance of native endangered species populations. He reviewed of potential management options available to the Park Service, particularly in consideration of aspects such as public opinion and the ultimate goal of managing native vegetation communities affected by deer predation. Doug also provided summary data for historical analysis of plant demographic information to inform management decisions related to habitat preservation and maintenance of native endangered species populations.

Bridgeway Commerce Park, Suffolk, VA

Prior to joining VHB, Doug was Project Manager for environmental permitting support, wetland delineation, wetland mitigation feasibility and monitoring, endangered species and historic resources coordination on select large corporate campus development pads within a large city-owned commerce facility in Suffolk, Virginia.

Dominion Virginia Power, Landstown to West Landing Powerline Project, Virginia Beach, VA

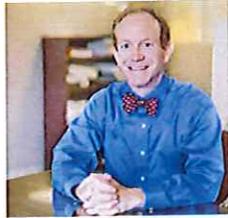
For Dominion Virginia Power, Doug coordinated a detailed wetland delineation on a proposed 7-mile transmission corridor through mineral flats and hardwood swamp districts in Southeastern Virginia. He also coordinated and participated in surveys for rare species, including southeastern Dismal Swamp shrew (*Sorex longirostris fisheri*), Virginia least trillium, and American featherfoil (*Hottonia inflata*). He provided extensive regulatory coordination and habitat evaluation, including alternatives analysis, functional assessment, impact evaluation, and mitigation planning.

Dominion Virginia Power, Fentress to Shawboro Powerline Project, Chesapeake, VA and Currituck County, NC

For Dominion Virginia Power, Doug was Task Coordinator and Technical Lead for wetland delineation and rare species surveys and habitat evaluation, including Virginia least trillium, cypress knee sedge (*Carex decomposita*), and red cockaded woodpecker (*Picoides borealis*). He also provided oversight for a detailed wetland delineation for the 25-mile corridor encompassing this project.

Chris DeWitt, AICP

Public Engagement



Chris is a Senior Planner whose diverse work experience ranges from planning and design of bicycle and pedestrian facilities to public involvement and grant funding. He has worked with a variety of regional, state, and federal agencies, including the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the Virginia Department of Housing and Community Development.

25 years of professional experience

Education

Education
BS, City Planning, University of Virginia School of Architecture, 1991

Registrations

American Institute of Certified Planners, 1999

Affiliations/ Memberships

American Planning Association
League of American Bicyclists
Rails-to-Trails Foundation
Association of Pedestrian and Bicycle Professionals

Delaware Water Gap National Recreation Area, Civic Engagement for Visitor Use Management Plan, New Jersey and Pennsylvania

Chris managed this project to engage the public and solicit input at the beginning of the planning process for a Visitor Use Management Plan at Delaware Water Gap National Recreation Area (DEWA). The effort included two public meetings, two focus group meetings, and input through the Planning, Environmental and Public Comments System (PEPC). VHB organized, facilitated, and developed materials for all of the meetings, and also secured locations for the public meetings. Approximately 140 people participated in the meetings, and over 200 correspondences were received through PEPC.

Cape Cod National Seashore, Bicycle Feasibility Study, Cape Cod, MA

Chris served as Project Manager for a feasibility study to evaluate and prioritize potential connectivity improvements to Cape Cod National Seashore (CACO) attractions and adjacent town and bicycle facilities. Overall goals included integrating the regional bicycle network with CACO attractions; identifying projects to improve Cape Cod bicycle facilities; and enhancing bicycle access to and within CACO. The project required significant public and stakeholder coordination, including development of newsletters and press releases, facilitating public meetings and focus groups, and documenting public input. Given the regional nature of this project, civic engagement included 15 towns, state and regional agencies, business partners, and stakeholder groups.

Dismal Swamp Canal Trail, City of Chesapeake, VA

Chris served as the Project Manager for this corridor study to examine the feasibility of converting 11 miles of Route 17 into a multi-use trail along the Dismal Swamp Canal. Responsibilities included development of a Master Plan, including parking and trail amenities. Construction is complete, and the trail is hosting various user groups. Chris also helped the City secure approximately \$2million in implementation funding for the project. Public involvement was a major component of the planning process, and Chris facilitated numerous large-scale public meetings.

Newmarket Creek Park and Trail System, City of Hampton, VA

Chris managed the planning and design for a waterfront linear park linking residential areas to Hampton Coliseum and the surrounding business district. This project will provide a destination amenity for local residents, those using the extended multi-use trail system, and public access to Newmarket Creek. Chris also helped the City secure approximately \$1million in outside funding for construction. Early in the project, Chris conducted a design charrette with various project stakeholders; he also facilitated individual business owner meetings.

Khaled Hussein, PhD, GISP

GIS and Applied Technology



Education

PhD, Geomorphology, Minia University (Egypt), 1994

MS, Physical Geography, Minia University (Egypt), 1988

BS, Geography, Minia University (Egypt), 1983

Registrations

Certified Geographic Information System Professional (GIS)

Affiliations/ Memberships

Association of American Geographers

Khaled has extensive experience in and understanding of GIS. As the Applied Technology Manager in VHB's Mid-Atlantic Region, Khaled develops technical reports, spatial solutions, desktop and cloud support, and application requirements, and oversees the GIS analysts' data implementation and data collection methods and techniques. Khaled has developed and monitored systems integration techniques in multiple projects. With nearly 20 years of experience as a professor of geography and GIS, Khaled is skilled in developing training material and conducting training sessions.

35 years of professional experience

City of Norfolk DPW, Capital Improvement Projects Prioritization Plan, Norfolk, Virginia

Prior to joining VHB, Khaled led the City of Norfolk's need to address the quantity of storm water runoff in nine major drainage. From this study a list of deficient areas was created. The team conducted interviews with city personnel, researched, and made extensive field investigations and engineering evaluations. The areas studied were looked at for a 100-year and 500-year flood plain based upon the Federal Emergency Management Agency's (FEMA) standards. The team then created a spreadsheet detailing costs and mathematically prioritized the systems according to the most deficient areas.

City of Suffolk DPW, Citywide Major Watershed Delineation, Suffolk, Virginia

Prior to joining VHB, Khaled led the team performing city-wide watershed delineation on three major watersheds the Chowan River watershed, the Great Dismal Swamp watershed, and the James River watershed, encompassing approximately 220 square miles. Using XP-SWMM and ESRI GIS software, the studies of these watersheds included hydrologic and hydraulic analysis. Using the map database, the locations of drainage structures serving the primary storm water conveyances were located to evaluate and inventory drainage structures to be modeled. Rainfall-runoff modeling was performed and soils information was collected. A thorough cost analysis on these proposed conveyances in the delineated watershed boundaries were identified.

City of Virginia Beach DPW - Engineering, Old Beach District Center GIS Database Update, Virginia Beach, Virginia

Prior to joining VHB, Khaled led a team that recorded inventories and condition assessments for storm structures. The team then developed a geodatabase. Finally, the team inventoried and inspected the stormwater structures. After being surveyed, the structures and pipes were analyzed, modeled, coded and entered into the GIS system's geodatabase, and topology was performed to confirm quality.

Hampton Boulevard Transportation Study, Norfolk, VA

Prior to joining VHB, Khaled provided professional GIS services for a concept study of Hampton Boulevard and the Norfolk Southern railroad tracks from 21st Street to 38th Street. The concept study strategy included a detailed analysis of the intersections at 26th, 27th, 35th, and 38th Streets and the development of improvements recommended for existing deficiencies.

David W. Andrea, LS

Survey



David is a Survey Manager for VHB's Virginia Beach office Survey Group. He is responsible for scheduling, coordination of field and office work, and quality control of survey product on a variety of projects.

40 years of professional experience

NRHA, Grandy Village Community Center, Norfolk, VA

David was Survey Manager for topography, boundary survey, and design plans for a new community center for Grandy Village.

Education

Licensed Surveyor VA, 1996

Affiliations/ Memberships

Virginia Association of
Surveyors

NRHA, Grandy Village Learning Center, Norfolk, VA

As part of an on-call contract with the Norfolk Redevelopment and Housing Authority (NRHA), David was Survey Manager for topography, boundary survey, and design plans for a new community center for Grandy Village.

NRHA, On-Call Contract, Norfolk, VA

As part of an on-call contract with the Norfolk Redevelopment and Housing Authority (NRHA), David was Survey Manager for several projects, including the Grandy Village Learning Center and Moten Circle site preparations for demolition.

Old Dominion University, District Housing, Norfolk, VA

Survey Manager for topography, boundary survey, and utility locations on three city blocks in Norfolk for the design of new student housing for ODU.

Norfolk State University, Norfolk, VA, Student Center (Godwin Hall)

Survey Manager for survey services in support of the new 80,000 square-foot Godwin Hall facility.

Old Dominion University, Norfolk, VA, Brock Commons

Survey Manager for the Village Arts District Plaza, which defines a centralized arts district and campus pedestrian connections.

Jennifer McGovern, CPSM

Editor



Jennifer has extensive experience as a professional editor. She is skilled in ensuring that technical jargon is made accessible to the average reader and strongly believes that using correct grammar and punctuation in deliverables is as important as providing accurate data. Jennifer has served as technical editor on items ranging from boards, handouts, and presentations for open houses to major technical documents. She is familiar with AP Style and Chicago Manual of Style, and is capable of creating document-specific style guides.

Education

BA, English, College of William and Mary, 2005

BA, Psychology, College of William and Mary, 2005

Registrations

Certified Professional Services Marketer, 2015

Affiliations/ Memberships

Society for Marketing Professional Services, DC Chapter, Career Advancement Committee Member

11 years of professional experience

National Park Service, Southeast Region Long-Range Transportation Plan, VA, AL, FL, GA, KY, LA, MS, NC, PR, SC, TN

Jennifer is serving as Copy Editor for the National Park Service (NPS) Southeast Region (SER) Long-Range Transportation Plan (LRTP). The plan will serve as a tool for guiding transportation investments in the Region by assessing current conditions and anticipated future needs. Jennifer is conducting a thorough review of the 120-page report to ensure it is free from spelling, grammatical, and punctuation errors. She is also establishing a cohesive voice throughout the document, blending the work of four separate authors into one seamless document.

VDOT, Transform 66 Outside the Beltway: I-66 Corridor Improvements, Fairfax and Prince William Counties, VA

Prior to joining VHB, Jennifer served as Lead Technical Editor for the Transform 66 Outside the Beltway project. The Virginia Department of Transportation (VDOT), in partnership with the Virginia Department of Rail and Public Transportation (DRPT), the Virginia Public-Private Partnerships (VAP3) office, and the Federal Highway Administration (FHWA), developed a multimodal transportation improvement project in the I-66 corridor for approximately 25 miles from US 15 to I-495 (Capital Beltway). Jennifer developed the style guide and led a team of editors from multiple firms in applying the style guide across multiple reports during development of the IJR/TTR.

VDOT, Statewide Safety Rest Areas and Welcome Centers, VA

Prior to joining VHB, Jennifer served as Technical Editor for the first-ever master plan for VDOT's existing system of 31 active safety rest areas and 11 active welcome center facilities. Jennifer created a style guide to assist technical staff in writing the document and wrote the executive summary. She substantively edited the 65-page document for content and conducted a final quality check before printing.

Federal Highway Administration, Route 1 Corridor at Quantico, Stafford and Prince William, VA

Prior to joining VHB, Jennifer served as Copy Editor for a planning and preliminary engineering study for a 3.5-mile segment of Route 1 near Marine Corps Base Quantico. Jennifer created the style guide and edited the 160-page final report.



J. SHEARIN DRAMBY
President/Senior Regulatory Specialist
 Office Location: Williamsburg, Virginia
 Contact: (M) (757) 894-1673

EDUCATION

*University North Carolina
 Wilmington
 B.A., Spring 2001
 Environmental Studies*

CERTIFICATIONS/TRAINING

*Water Quality sampling/analysis-
 various sampling instruments
 measuring pH, conductivity, DO,
 specific conductance*

*Phase I Environmental Site
 Assessments ASTM Standards,
 June 2003*

*Erosion and Sediment Control
 Inspector Training, Virginia DCR,
 August 2003*

*Making the NEPA Process More
 Efficient: Scoping and Public
 Participation Course, Duke
 University, Nicholas School of the
 Environment, 2008*

COMMITTEES

VWEA Stormwater Committee

Mrs. Dramby has over 13 years of experience in the environmental consulting field. With primary focus in regulatory 404/401 permitting and NEPA Environmental Assessments and Environmental Impact Statements, her responsibilities have included permit strategy, permit document preparation, permit compliance, data assessment, project management, client and regulatory agency coordination, and ecological assessments. She has worked directly with the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers (Corps), Virginia Department of Historic Resources, Virginia Department of Conservation and Recreation, Virginia Department of Environmental Quality, Virginia Marine Resources Commission, U.S. Department of Housing and Urban Development, and U.S. Environmental Protection Agency. Ms. Dramby's experience encompasses projects governed by the National Environmental Policy Act, the Clean Water Act, the Chesapeake Bay Preservation Act, the Housing and Urban Development Act, Section 62.1-3 of the Code of Virginia, and those requiring Federal Section 404 Permits and State 401 Certifications.

EXAMPLE PROJECTS

NEPA and SEPA Documents

- City of Durham Sidewalk Improvement Project, Durham, NC
- Lake Townsend Dam Replacement, Greensboro, NC
- Asheville Flood Operations Plan, Asheville, NC
- Western Wake Regional Water Reclamation Facility EIS, Apex, NC
- GUC Emergency Drought Planning Project, Greenville, NC

Section 404/401/10 Coordination, Consultation, and/or Approval

- Lake Townsend Dam, City of Greensboro, NC
- Pocosham Stream Restoration, Richmond, Va
- Maury Cemetery Stream Restoration, Richmond, Va
- WilcoHess Travel Plaza, Skippers, Va
- APM Terminals, Portsmouth, Va
- Western Wake Regional Wastewater Treatment Facility, Apex, NC
- North Ridge/Port Royal Storm Water Project, Raleigh, NC
- City of Raleigh Smith Creek WWTP Improvements, Wake County, NC
- GUC Raw Water Intake Project, Greenville, NC
- GUC Emergency Drought Planning Project, Greenville, NC

Watershed/Management/Operations Plans

- Ellerbe Creek Watershed Improvement Plan, City of Durham, NC
- GUC Emergency Drought Planning Project, Greenville, NC
- Asheville Flood Operations Plan, Asheville, NC

Other Permit Experience

• NPDES Permit	• ESC Permit
• DOT Encroachment Permit	• Stormwater Permit
• Gravity Sewer Permit	• Site Plan Approval
• Water System Permit	• Authorization to Construct



C. JAMES CAHOON, III

EDUCATION/TRAINING

Virginia Polytechnic Institute,
Bachelor of Science,
Environmental Science, 1994.

Various courses in wetland science,
Virginia Institute of Marine Science
and Virginia Commonwealth
University

Virginia Certified Professional
Wetland Delineator #3402000100

OSHA 40-hour HAZWOPER
Certification

ESRI Certified Arcview Geographic
Information System (GIS) training

FEMA Disaster Debris Management
Training

PROFESSIONAL AFFILIATIONS

Chesapeake Groundwater
Committee, 1996 to 1999,
chairman 1998 to 1999

Regional Stormwater Management
Committee, HRPDC, 1996 to 2000

Ad Hoc Wetland Legislation
Initiative Group, HRPDC, 1999 to
2002

Chesapeake Environmental
Improvement Council, 2000 to
2004

Chesapeake Wetlands Board, 2001
to 2009, Chairman, 2007

Chesapeake Planning Advisory
Team, Comprehensive Land Use
Plan, Wetlands Board
Representative, 2002 to 2004

Chesapeake Stormwater Board,
2010 to 2016, Chairman 2013 to
2016

Virginia Association of Wetland
Professionals, 2008 to present,
President, 2013

SUMMARY OF QUALIFICATIONS

Mr. Cahoon has 20 years of environmental management experience involving all phases of private and municipal development and maintenance projects. He is experienced in conducting and managing a wide range of issues including:

- Environmental assessments.
- Wetland Assessments, Delineations and Permitting.
- Stream Assessments; perennial flow determination - unified stream assessment methodology.
- Compliance, planning, and permitting.
- Stormwater permitting and Pollution Prevention Plans.
- Landfill Monitoring and Maintenance.
- CBPA determination and coordination.
- GPS/GIS data collection and analysis.
- Living Shoreline design, permitting, and construction.

SUMMARY OF EXPERIENCE

Bay Environmental, Inc., Co-Owner and Vice President, 2002 to present
Responsible for all aspects of business management and completion of environmental service projects including wetland delineation, stream assessments, permitting, Phase I and II Environmental Site Assessments, soil and groundwater sampling, and NEPA document preparation.

LandMark Design Group, Project Manager, 2000 to 2002
Managed all aspects of municipal environmental annual services contracts including billing, invoice processing, workload analyses, and staffing; delineated tidal and nontidal wetlands; obtained environmental permits from regulatory agencies for development and maintenance activities; delivered testimony as an expert witness in condemnation cases; located, designed, and monitored wetland mitigation areas; performed Phase I and II Environmental Site Assessments; prepared and delivered wetland permitting training for municipal clients.

Chesapeake Public Works, Environmental Scientist, 1996 to 2000
Environmental Scientist/Engineer charged with obtaining and managing environmental permits for City projects; delineated tidal and nontidal wetlands; located, designed, and monitored wetland mitigation areas; administered the City's Stormwater Management programs; performed hydrogeologic and water quality studies; managed the development of Geographic Information System layers; performed Geographic Information System mapping and analysis; coordinated the Department's Emergency Operations Plan; represented the City in State legislature technical negotiations.

C. Scott Hardaway, Jr.
Geologist



ADDRESS:

Department of Physical Sciences
Virginia Institute of Marine Science
College of William & Mary
Gloucester Point, VA 23062
Phone:(804) 684-7277 Fax:(804) 684-7404 email:hardaway@vims.edu

PRESENT POSITION:

Professional Faculty, Department of Physical Sciences

EDUCATION AND EXPERIENCE:

M.S. 1980	Department of Geology, East Carolina University
B.S. 1973	Department of Geology, East Carolina University
2013-Present	Professional Faculty, VIMS
1986-2013:	Senior Research Scientist, VIMS
1979-1986:	Associate Marine Scientist, VIMS
1995-2005:	Vice-chairman, ASCE, Shoreline Protection Standards Committee
2005-2007:	Member, National Academies' Committee on Mitigating Shore Erosion on Sheltered Coasts

Virginia Certified Professional Geologist #260 since 1984.
North Carolina Licensed Professional Geologist #595 since 1985.

RESEARCH INTEREST:

Primarily involved in process and response of shoreline systems which includes geomorphology of coastal change, wave mechanics and sediment transport, numerical modeling of hydrodynamic processes and shoreline change as well as breakwater and beach fill performance. Currently, the Head of the Shoreline Studies Program, Dept. of Physical Sciences. Applied research efforts focus on Shoreline Management planning and Living Shoreline applications.

SELECTED RELATED PUBLICATIONS:

Hardaway, C.S. Jr. D.A. Milligan and R. Herzick, PE, 2016: Design, permitting and construction management, **Werowicomico Living Shoreline Project, Gloucester County, Va.** Performed under grant contract to National Fish and Wildlife Foundation, Washington D.C.

Hardaway, C.S. Jr., R.N. Reynolds and J.R.Gunn. 2015. **Martin National Wildlife Refuge (NWR) Living Shoreline Project Study Report.** Prepared under contract for Perini Management Services for U.S. Fish and Wildlife Service.

CAROL D. TYRER
PRESIDENT/PROJECT MANAGER/PRINCIPAL INVESTIGATOR/LABATORY DIRECTOR
CIRCA~ CULTURAL RESOURCE MANAGEMENT, LLC

CIRCA~

Education:

University of Tennessee, 1984, B.A. Anthropology and Archaeology: Archaeology
University of Tennessee, 1984, B.A. English and American Language and Literature: Technical Writing
University of Denver, Graduate School, 2010, MLS, History and Cultural Studies
University of Denver, Graduate School, 2011, MLS, English: Technical and Creative Writing

Professional Experience:

2005-present: President/Project Manager/Principal Investigator/Laboratory Director, Circa~ Cultural Resource Management, Inc., Williamsburg, Virginia.
2002-2005: Partner/Chief Financial Officer/Operations Manager/Project Manager/Marketing Director/Laboratory Director, James River Institute for Archaeology, Inc. (JRIA), Williamsburg, Virginia.
1995-2002: Operations Manager/Project Manager/Partner/Marketing Director/Archaeological Laboratory Director, Cultural Resources, Inc. (CRI), Williamsburg, Virginia.
1991-1995: Project Manager/Archaeological Laboratory Director, Espey, Huston & Associates, Inc. (EH&A), Williamsburg, Virginia.
1990-1991: Consultant, Colonial Williamsburg Foundation.
1988-1991: Project Manager/Archaeological Laboratory Director, Mid-Atlantic Archaeological Research & Associates (MAAR), Williamsburg, Virginia.
1990 Field Crew, College of William and Mary Archaeological Project Center, Williamsburg, Virginia.
1985-1986: Assistant Curator, Riley County Historical Museum, Manhattan, Kansas.
1985: Assistant Field Supervisor, Environmental Systems, Inc., Kansas City, Kansas.
1985: Field Supervisor/Field Crew, Fort Riley, Kansas, University of Wichita, Kansas.
1983-1984: Field Crew, St. Simon's Island, Georgia, University of Tennessee, Chattanooga, Tennessee.
1982-1984: Lab Technician, University of Tennessee, Chattanooga, Tennessee.
1977-1982: Field and Lab Technician (summers), TVA, Chattanooga, Tennessee

Fields of Experience:

Ms. Tyrer has over 29 years of professional experience in the field of archaeology and the management of archaeological and museum collections. Her current responsibilities at Circa~ include managerial and technical tasks associated with archaeological assessments and Phase I, II, and III excavations, consultation with and representation of clients before state and national review agencies, writing and editing technical reports, preparing and managing project budgets, and developing and

implementing archaeological research designs, site predictability models, and sensitivity areas. She has been the principal author of over 400 technical reports and historical studies (all accepted by the regulatory agencies), and worked closely with the Virginia Department of Historic Resources (VDHR) and other official agencies to fulfill the requirements of local, state, and federal regulations related to both archaeological and architectural resources.

As Laboratory Director, Ms. Tyrer has identified, catalogued, and analyzed artifacts from sites in Tennessee, North Carolina, South Carolina, Kentucky, West Virginia, Maryland, Florida, Pennsylvania, Georgia, Kansas, and Virginia. She has performed these analyses on prehistoric sites of all periods (Paleoindian to Late Woodland) and on 17th, 18th, 19th, and 20th century historic sites. She is familiar with the state and federal artifact curation standards and she uses these guidelines when processing artifacts for curation. She has prepared field soil samples for flotation of faunal remains and for carbon-14 dating and has experience in the conservation of metals. She also identifies and analyzes artifacts recovered from excavations and prepares distribution maps, vessel counts, and detailed discussions on artifact types for reports.

Ms. Tyrer's specialty is the identification and analysis of ceramics. She completed specialized computer cataloguing of the extensive ceramic study collection at The Colonial Williamsburg Foundation in Williamsburg, Virginia. Ms. Tyrer has also worked in a county historical museum identifying, labeling, curating, and appraising artifacts and museum specimens, and preparing exhibits. In addition, Ms. Tyrer has re-cataloged and analyzed the approximately 100,000-artifact collection from George Washington's Boyhood Home using the Automated National Catalog System (ANCS) developed by the National Park Service.

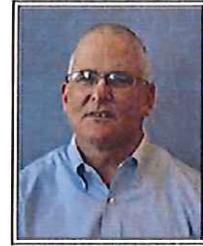
In addition, Ms. Tyrer has considerable experience in historic and prehistoric archaeological resources. She has personally designed and completed investigations for dozens of projects ranging from a large-scale study archaeological and historical resources to detailed investigations of numerous individual historic and prehistoric sites throughout the east coast. Ms. Tyrer's technical capabilities include detailed archival and literary research at the local, state, and national levels; site documentation and analysis; evaluation of properties for National Register and State Landmark significance; and technical report writing. As with other senior staff, she will also be responsible for the formulation of research designs, preparation of project budgets, selection and guidance of field crews, and the preparation of technical reports.

Ms. Tyrer also has extensive experience with assessment, survey, evaluation, and mitigation of historic and prehistoric resources.

KEITH T. MATTESON, PE**Education**

M.S. - Civil and Geotechnical Engineering/Groundwater Hydrology,
Auburn University, 1987

B.C.E. - Civil Engineering, Auburn University, 1983

**Professional Licenses**

Registered Professional Engineer; VA (1999), NC (1999), SC (1992)

Professional Experience

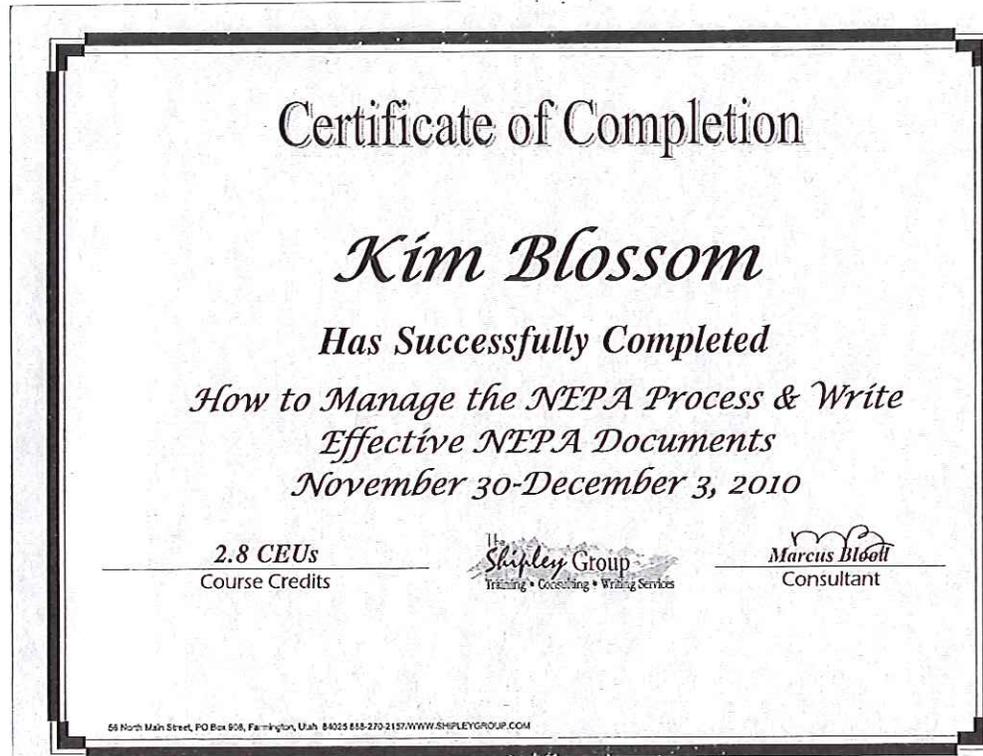
Mr. Matteson has worked exclusively in the civil/environmental engineering field since the mid-1980s. He has conducted, or has managed numerous environmental, stormwater, groundwater, water resources and geotechnical engineering projects. He has managed remedial investigations/feasibility studies, and has conducted potential responsible party (PRP) oversight at National Priority List sites for the U.S. Environmental Protection Agency. Environmental projects have included stormwater, sediment, soil, and groundwater characterizations, Brownfields and landfill reuse. His stormwater experience includes management structure design, discharge permitting (VPDES in Virginia), and SWPPP production and review. His groundwater experience includes monitoring and contamination assessments at solid waste landfills and National Priority List (Superfund) sites. His geotechnical experience includes subsurface investigations as well as consolidation and slope stability analyses.

Examples of his project experience include:

City of Norfolk General Environmental Services Contract. From 2002 to present, Contract Manager responsible for allocation of resources, as well as financial and technical performance of projects performed for the City under the Contract. Projects include post-closure care and environmental monitoring at the City's closed Campostella Landfill. Also various other tasks including addressing leaking underground storage tanks and performing groundwater elevation studies in the vicinity of City utilities.

Norfolk Redevelopment and Housing Authority (NRHA) General Environmental Services Contract. Contract Manager responsible for allocation of resources, as well as financial and technical performance of projects performed for NRHA under the Contract. Projects include Phase I and II Environmental Site Assessments at various sites within the City of Norfolk. Also, assistance with entering and completing the Virginia Voluntary Remediation process at the NRHA-owned Brewery Site and remediation of their Berkley Site.

Creosote Abatement, Hampton Roads Transit (HRT) Authority, Norfolk, VA. As Project Manager responsible for assessment, planning and implementation of abatement of dripping creosote from ties on bridges along light rail corridor in Norfolk. Initial work included coordination between HRT and the state environmental regulatory agency, summarization of regulatory background (reportable releases) and potential effects on surface waters.



**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA**

9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
06-30-2017

NUMBER
3402000017

**BOARD FOR PROFESSIONAL SOIL SCIENTISTS, WETLAND PROFESSIONALS & GEOLOGISTS
PROFESSIONAL WETLAND DELINEATOR CERTIFICATION**

ROGER TIMOTHY DAVIS
30 ELM AVE
NEWPORT NEWS, VA 23601



July W. DeBorja
July W. DeBorja, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

(POCKET CARD) **COMMONWEALTH OF VIRGINIA**
BOARD FOR PROFESSIONAL SOIL SCIENTISTS, WETLAND
PROFESSIONALS & GEOLOGISTS
PROFESSIONAL WETLAND DELINEATOR CERTIFICATION
NUMBER: 3402000017 EXPIRES: 06-30-2017

ROGER TIMOTHY DAVIS
30 ELM AVE
NEWPORT NEWS, VA 23601



(DETACH HERE)

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
9960 Mayland Dr., Suite 400, Richmond, VA 23233

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COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
06-30-2018

NUMBER
0402035242

**BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
AND LANDSCAPE ARCHITECTS
PROFESSIONAL ENGINEER LICENSE**



JOSEPH F CATERINO JR
11730 NEVIS DRIVE
MIDLOTHIAN, VA 23114



July W. DeBorja
July W. DeBorja, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR **COMMONWEALTH of VIRGINIA**
Department of Professional and Occupational Regulation

BOARD FOR APESCIDLA
PROFESSIONAL ENGINEER LICENSE
NUMBER: 0402035242 EXPIRES: 06-30-2018

JOSEPH F CATERINO JR
11730 NEVIS DRIVE
MIDLOTHIAN, VA 23114



(DETACH HERE)

DPOR-LIC (05/2015)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (05/2015)

COMMONWEALTH of VIRGINIA
 Department of Professional and Occupational Regulation
 9960 Mayland Drive, Suite 400, Richmond, VA 23233
 Telephone: (804) 367-8500

EXPIRES ON
12-31-2017

NUMBER
0402040808

**BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
 AND LANDSCAPE ARCHITECTS
 PROFESSIONAL ENGINEER LICENSE**

JOHN DANIEL HINES
 2221 SCALLOP ROAD
 VIRGINIA BEACH, VA 23451




July W. DeBorja
 W. DeBorja, Director

Status can be verified at <http://www.dpor.virginia.gov>

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DPOR-LIC (05/2015)
 (DETACH HERE)

COMMONWEALTH of VIRGINIA
 Department of Professional and Occupational Regulation

**BOARD FOR AP/ELSC/DLA
 PROFESSIONAL ENGINEER LICENSE**
 NUMBER: 0402040808 EXPIRES: 12-31-2017

JOHN DANIEL HINES
 2221 SCALLOP ROAD
 VIRGINIA BEACH, VA 23451



Status can be verified at <http://www.dpor.virginia.gov>

DPOR-FC (05/2015)

**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
 COMMONWEALTH OF VIRGINIA**

9960 Mayland Dr., Suite 400, Richmond, VA 23233
 Telephone: (804) 367-8500

EXPIRES ON
05-31-2017

NUMBER
0402041066

**BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
 AND LANDSCAPE ARCHITECTS
 PROFESSIONAL ENGINEER LICENSE**

TYSON NEALE ROSSER
 2428 GLENMORE HUNT TRAIL
 VIRGINIA BEACH, VA 23456



July W. DeBorja
 W. DeBorja, Director

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(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

(POCKET CARD) **COMMONWEALTH OF VIRGINIA**
 BOARD FOR AP/ELSC/DLA
 PROFESSIONAL ENGINEER LICENSE
 NUMBER: 0402041066 EXPIRES: 05-31-2017

TYSON NEALE ROSSER
 2428 GLENMORE HUNT TRAIL
 VIRGINIA BEACH, VA 23456



(DETACH HERE)
 DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
 9960 Mayland Dr., Suite 400, Richmond, VA 23233

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COMMONWEALTH of VIRGINIA
 Department of Professional and Occupational Regulation
 9960 Mayland Drive, Suite 400, Richmond, VA 23233
 Telephone: (804) 367-8500

EXPIRES ON
02-28-2018

NUMBER
0411000235

**BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
 AND LANDSCAPE ARCHITECTS
 BUSINESS ENTITY BRANCH OFFICE REGISTRATION**

PROFESSIONS: ENG, LS



VANASSE HANGEN BRUSTLIN INC
 351 MCLAWS CIRCLE STE 3
 WILLIAMSBURG, VA 23185-6316



John W. DeBoer
 Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)
(DETACH HERE)

DPOR COMMONWEALTH of VIRGINIA
 Department of Professional and Occupational Regulation

**BOARD FOR APESCIDLA
 BUSINESS ENTITY BRANCH OFFICE REGISTRATION
 NUMBER: 0411000235 EXPIRES: 02-28-2018
 PROFESSIONS: ENG, LS
 VANASSE HANGEN BRUSTLIN INC
 351 MCLAWS CIRCLE STE 3
 WILLIAMSBURG, VA 23185-6316**



Status can be verified at <http://www.dpor.virginia.gov>

DPOR-FC (05/2015)

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Community Associations

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Records & Documents

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Name	HARDAWAY, C SCOTT JR
License Number	2801000280
License Description	Certified Professional Geologist
Rank	Certified Professional Geologist
Address	ACHILLES, VA 23001
Initial Certification Date	1984-04-17
Expiration Date	2017-03-31

The license information in this application was last updated at Wed Sep 28 02:50:19 EDT.

[License Lookup legal disclaimer](#)

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DPIOR
Department of Professional and Occupational Regulation

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License Details *Related Licenses* 

Name	MATTESON, KEITH T
License Number	0402033861
License Description	Professional Engineer License
Rank	Professional Engineer
Address	VIRGINIA BEACH, VA 23454
Initial Certification Date	1999-09-08
Expiration Date	2017-09-30

The license information in this application was last updated at Wed Sep 28 02:50:19 EDT.

[License Lookup legal disclaimer](#)

ATTACHMENT A: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of VHB (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: 

Name: Neville Reynolds, PWS

Title: Managing Director - Williamsburg

Date: September 29, 2016

End of Page

ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

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

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

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

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

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

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

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

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

(Ord. No. 33,095, § 1, 9-11-84)

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

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

(Ord. No. 33,095, § 1, 9-11-84)

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

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or

anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

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

(Ord. No. 33,095, § 1, 9-11-84)

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

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

(Ord. No. 33,095, § 1, 9-11-84)

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

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

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

(Ord. No. 43,223, § 2, 9-9-08)

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

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

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

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

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

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

(Ord. No. 33,095, § 1, 9-11-84)

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

Sec. 33.1-94—33.1-100. - Reserved.

Initial: *AMA*

End of Page

ATTACHMENT C: NONDISCRIMINATION

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

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

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

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

Initial:



End of Page

ATTACHMENT D: DEBARMENT CERTIFICATION

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

I. CERTIFICATION.

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

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

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

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

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

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

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

II. INSTRUCTIONS.

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

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

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

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

III. NOTICE.

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

Signature: 

Name: Neville Reynolds, PWS

Date: September 29, 2016

ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW

1. CERTIFICATION.

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

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

2. INSTRUCTIONS.

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

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

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

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

3. NOTICE.

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

Signature: 
Name: Neville Reynolds, PWS
Title: Managing Director - Williamsburg
Date: September 29, 2016

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

I. CERTIFICATION.

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

The identification number issued to offeror by the State Corporation Commission:
F117044-0

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign
business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not
required to be so authorized: _____

II. INSTRUCTIONS.

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

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

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

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

Signature: 

Name: Neville Reynolds, PWS

Title: Managing Director - Williamsburg

Date: September 29, 2016



www.vhb.com





November 9, 2016

Ref: 83274.16

Scott A. Smith, PE, LS
Department of Public Works
2233 McKann Avenue
Norfolk, VA 23509

Re: NDRC Environmental Services RFP - Rate Schedule

Dear Mr. Smith,

As requested, we have enclosed another copy of our rate schedule as well as those of our Subconsultants.
If additional information is required, please do not hesitate to contact our office.

Sincerely,

Vanasse Hangen Brustlin, Inc.

R. Neville Reynolds

Managing Director - Williamsburg
rreynolds@vhb.com

Engineers | Scientists | Planners | Designers

351 McLaws Circle
Suite 3
Williamsburg, Virginia 23185
P 757.220.0500
F 757.903.2794



Vanasse Hangen Brustlin, Inc.
HOURLY BILLING RATES

Effective July 5, 2015

<u>BILLING CODE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
240	Principal 4	\$300
230	Principal 3	\$275
220	Principal 2	\$250
210	Principal 1	\$230
190	Technical/Professional 19	\$220
180	Technical/Professional 18	\$210
170	Technical/Professional 17	\$200
160	Technical/Professional 16	\$190
150	Technical/Professional 15	\$180
140	Technical/Professional 14	\$170
130	Technical/Professional 13	\$160
120	Technical/Professional 12	\$150
110	Technical/Professional 11	\$140
100	Technical/Professional 10	\$130
090	Technical/Professional 09	\$120
080	Technical/Professional 08	\$110
070	Technical/Professional 07	\$100
060	Technical/Professional 06	\$90
050	Technical/Professional 05	\$80
040	Technical/Professional 04	\$70
030	Technical/Professional 03	\$60
020	Technical/Professional 02	\$50
010	Technical/Professional 01	\$40
350	Technical/Support 5	\$80
340	Technical/Support 4	\$70
330	Technical/Support 3	\$60
320	Technical/Support 2	\$50
310	Technical/Support 1	\$40
500	Court Testimony Starts at	\$300

Reimbursable and sub-consultant expenses are billed at cost plus 10%.

SCS ENGINEERS

FEE SCHEDULE

April 1, 2016	Rate/Hour
Project Principal.....	\$225
Project Director.....	\$200
Project Manager.....	\$175
Senior Project Professional.....	\$150
Project Professional.....	\$125
Designer.....	\$115
Staff Professional.....	\$100
Senior Technician.....	\$90
Associate Staff Professional.....	\$85
Technician.....	\$75
Administration.....	\$65

General Terms:

1. The hourly rates are effective through March 31, 2017. Work performed thereafter is subject to a new Fee Schedule.
2. The above rates include salary, overhead, administration, and profit. Costs for outside consultants, laboratory and subcontractors and for job related travel (current automobile mileage rate is \$0.54 per mile) and subsistence, computer and administration fee (\$4.00 per billable hour for non-field work), equipment, supplies, etc., are billed at actual cost plus 15 percent.
3. Charges for equipment usage will be invoiced in accordance with SCS's Equipment Rates schedule, plus 15 percent.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed to in writing. Client agrees to pay legal costs, including attorney's fees incurred by SCS in collecting any amounts past due and owing on client's account.
6. Rates for Senior Executives and Principals of the firm and special situations, such as litigation support and expert testimony, are negotiated on a project-specific basis.





DRAMBY ENVIRONMENTAL CONSULTING
2016 RATE SCHEDULE

<u>EMPLOYEE</u>	<u>HOURLY BILL RATE</u>
Shearin Dramby (Sr. Regulatory Specialist)	\$100.00
Herman W. Hudson III, Ph.D. (Environmental Scientist)	\$75.00
Jennifer Harrod (Environmental Specialist)	\$75.00
Linda Warren (Public Outreach/Facilitation Expert)	\$150.00
Kate Craft (Administrative Assistant)	\$50.00

Circa~ Cultural Resource Management, L.L.C.
453 McLaws Circle, Suite 3
Williamsburg, Virginia 23185
(757) 220-5023

Rates for Ohio Creek Watershed-November 8, 2016

Principal Investigator \$85.00
Field supervisor. 45.00
Field technician 38.00
Lab technician 38.00
Historian 65.00
Architectural historian 65.00
Artifact analyst 65.00

Bay Environmental, Inc. Rates

Labor:

Principal -	\$120.00 per hour
Project Manager -	\$ 90.00 per hour
Environmental Scientist -	\$ 80.00 per hour
Environmental Technician -	\$ 60.00 per hour
Environmental Laborer -	\$ 45.00 per hour

Typical Project Expenses:

Laboratory Analysis -	Cost
Drilling Services -	Cost
Equipment Rental -	Cost
Regulatory Database Search -	Cost
Subcontracted Services -	Cost
Mileage -	Prevailing Federal Rate
Copies (black and white) -	\$ 0.12 each
Copies (color) -	\$ 0.27 each
Large scale plots -	Cost

Virginia Institute of Marine Science (VIMS) Rates

Labor:

Scott Hardaway, PG (Senior Coastal Geologist) - \$150.00 per hour



Vanasse Hangen Brustlin, Inc.
HOURLY BILLING RATES

Effective July 5, 2015

<u>BILLING CODE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
240	Principal 4	\$300
230	Principal 3	\$275
220	Principal 2	\$250
210	Principal 1	\$230
190	Technical/Professional 19	\$220
180	Technical/Professional 18	\$210
170	Technical/Professional 17	\$200
160	Technical/Professional 16	\$190
150	Technical/Professional 15	\$180
140	Technical/Professional 14	\$170
130	Technical/Professional 13	\$160
120	Technical/Professional 12	\$150
110	Technical/Professional 11	\$140
100	Technical/Professional 10	\$130
090	Technical/Professional 09	\$120
080	Technical/Professional 08	\$110
070	Technical/Professional 07	\$100
060	Technical/Professional 06	\$90
050	Technical/Professional 05	\$80
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500	Court Testimony Starts at	\$300

Reimbursable and sub-consultant expenses are billed at cost plus 10%.