

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER, 10090134-24-P,
AS-NEEDED ECONOMIC/FINANCIAL ANALYSIS CONSULTING SERVICES**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) 10090134-24-P, As-Needed Economic/Financial Analysis Consulting Services (Consultant).

RECITALS

On or about March 22, 2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Consultant has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Consultant to provide as-needed economic/financial analysis for future real estate advisory services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Consultant agree as follows:

**ARTICLE I
CONSULTANT SERVICES**

1.1 Scope of Work. Consultant shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Consultant will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services. In addition, Consultant must receive written authorization to use and bill for subconsultants hired to assist in the performance of Services. For purposes of this RFP, Consultant includes any subconsultants approved by City to perform the Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Economic Development Department (Department) is the Contract Administrator for this Agreement. Consultant shall provide the Services under the direction of a designated representative of the Department as follows:

Michael Wong, Program Manager
1200 Third Ave., Suite 1400 MS56D, San Diego, California, 92101
(619) 236-6421
MIWong@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of

the Scope of Service beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Consultant for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$150,000.00.

Consultant must immediately inform the City when the cumulative value of work done under this Agreement exceeds eighty percent (80%) of the total compensation authorized in this paragraph, or when it reasonably appears to Consultant that the cumulative value of work done under this Agreement may exceed the total compensation authorized in this paragraph within forty-five (45) days. The City is not required to pay more than the maximum amount authorized.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Consultant: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Consultant will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to

the RFP, if any

4th Consultant's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Consultant's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Consultant and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Consultant acting by and through their authorized officers.

CONSULTANT

HR&A Advisors

Proposer

700 Flower Street Suite 2995

Street Address

Los Angeles, CA 90017

City

(310) 351-9878

Telephone No.

abarthakur@hraadvisors.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia Abarca

Director, Purchasing & Contracting Department

Jul 15, 2024

Date Signed

BY:



Signature of
Proposer's Authorized
Representative

Amitabh Barthakur

Print Name


Partner

Title

April 25, 2024

Date

Approved as to form this 15 day of
July _____, 2024.
MARA W. ELLIOTT, City Attorney

BY:  Kate Malcolm (Jul 15, 2024 10:13 PDT)

Deputy City Attorney

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some

or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Reserved.

6. Reserved.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All hourly rates shall be fully burdened. The lowest blended hourly rate of all the proposals that meet the requirements of this RFP will receive the maximum

assigned points to this category as set forth in this RFP. The other blended hourly rates will be scored based on how much higher their rates compare with the lowest:

$$\frac{(1 - (\text{blended hourly rate} - \text{lowest blended hourly rate})) \times \text{maximum points}}{\text{lowest blended hourly rate}} = \text{points received}$$

For example, if the lowest blended hourly rate of all proposals is \$250/Hour that proposal would receive the maximum allowable points for the price category. If the blended hourly rate of another proposal is \$275/Hour and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((275 - 250) / 250) \times 60 = 54$ points, or 90% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require only the top three (3) proposers with the highest scoring proposal to interview and/or make an oral presentation, if necessary. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by

telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Consultants should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
B. Staffing Plan.	15
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	

C. Firm's Capability to provide the services and expertise and Past Performance.	45
1. Relevant experience of the firm	
2. Previous relationship of firm on similar projects	
3. Specific experience in government financial analysis and development projects, including affordable housing analysis	
4. Other pertinent experience	
5. Knowledge of the San Diego commercial and residential and economic market trends as well as best practices for conducting development transactions	
6. Last/Prior Performance	
7. Capacity/Capability to meet the City of San Diego's needs in a timely manner	
8. Reference checks	
D. Price.	10
E. Mandatory Interview/Oral Presentation.	10
1. Thoroughness and Clarity of Presentation.	
2. Attendance of Key personnel that will be working on the contract.	

SUB TOTAL MAXIMUM EVALUATION POINTS:	100
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F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
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FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112
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*The City shall apply a maximum of an additional 12 points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The

City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Consultant to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Consultant Award Tracking Form.

5. Conflict of Interest Certification Form.

6. Disclosure Determination for Consultant (Form CC-1671).

7. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF SERVICES

A. OVERVIEW

City of San Diego (City) is experiencing an economic boom that includes several large real estate development projects of economic significance led by the City, regional government agencies, and federal properties. The City desires to engage, on an as-needed basis, a consultant or consultants to: (1) provide economic and financial analysis to support the City's position on economic impact; (2) understand the positive and negative solutions for financial participation; (3) evaluate qualifications and proposals from interested parties, (4) optimize the value to the City to achieve the City's desired goals; (5) evaluate affordable housing financials and feasibility of such projects; and (6) present to city leaders or elected officials as a third party expert in economic and financial analysis, if needed.

Consultant will work under the direction of the Economic Development Department (EDD) and assist EDD in evaluating the economic and financial impacts to the City on a variety of large projects of economic significance (except Civic Center Revitalization Project). Being selected through this RFP does not guarantee a selected Consultant be assigned to City projects. The RFP has two areas of real estate economics, economic/financial and affordable housing analysis support, for which services are sought. Consultant shall specify in proposal submittal which area(s) of real estate economic services they are proposing on. The City may select up to five Consultants to provide services in each of the two areas of real estate economics. City will engage Consultants in accordance with Section H.

B. CORE REQUIREMENTS AND DELIVERABLES

Consultant's core requirements and deliverables will include, but shall not be limited to the following:

1. Economic/Financial Analysis Support

- a) Assist EDD with developing solicitations, proposal evaluation, negotiation, and transactions.
- b) Comparatively analyze relevant financial details of each project to ensure adequate due diligence and compliance with best practices.
- c) Real estate disposition and development services, including project land valuations, highest and best use studies, alternative analyses, multi-year project cash flow programs, land residual analysis and investment analysis.
- d) Review reports and attend meetings with City staff to learn and understand the history, issues, and challenges associated with proposed real estate transactions.
- e) Examine appraisals, financing terms/conditions, and audits related to development proposals.
- f) Analyze potential financing sources for City Council consideration, including, but not limited to: Special Assessment Districts; Enhanced Infrastructure Financing Districts (EIFDs); or similar economic development tools that may potentially reduce risk, mitigate identified challenges, and/or improve the City's real estate and financial position.
- g) Provide relevant market data (e.g., comparable properties; current and forecasted costs/inventory, absorption rates, market rents and prices; market

trends; other factors that may affect real property valuations) to EDD for consideration before making a recommendation or acting on any real estate related proposal.

- h) Develop funding structures or procurement strategies that maximize the City's goals.
- i) Participate, as requested, in negotiation sessions and interactions with the selected proposer and/or its designated representatives.
- j) Provide EDD with expert economic and financial analysis perspective, insight, advice, and recommendations for the project. Consultant may also be asked to answer Councilmembers' questions or make presentations to Councilmembers individually or in Committee or Council meetings (in open or closed session). Consultant may also be asked to sign a non-disclosure agreement.

2. Affordable Housing Analysis Support

- a) Assist EDD with developing solicitations, proposal evaluation, negotiation, and transaction negotiation.
- b) Provide financial analysis pertaining to redevelopment or affordable housing analysis including feasibility studies; pro forma analysis; California Health and Safety Codes section 33433 Reports; or any other economic study or analysis.
- c) Assist in the preparation and review of Disposition and Development Agreements (DDA), loan agreements, covenants, deed restrictions, and other instruments used in affordable housing transactions.
- d) Provide strategic input into a developer's overall plan to produce affordable rental housing and overall development of a given site with a focus on determining feasibility, risk assessment, and effect on the City's goals and policy objectives.
- e) Assess availability and timeframe for accessing potential funding sources, including, but not limited to: 4% or 9% low-income and Federal Historic tax credit, State low income and historic tax credit, and all other public/private sources as determined reasonably attainable.
- f) Assist staff in preparing and writing Requests for Proposals (RFPs) and Notice of Funding Availability (NOFA).
- g) Assist staff in evaluating and underwriting submitted proposals according to RFP/NOFA criterion.
- h) Provide financial analysis of affordable housing developments to calculate any monies owed to City, such as residual receipts.
- i) Recommend and analyze on all matters pertinent to proposed developments, including advice in areas of industry-specific knowledge that may affect the financing capacity, development capacity, and property management, as necessary to best protect the interests of the City.

C. QUALIFICATIONS AND EXPERIENCE

Consultant shall provide the following information:

1. Evidence of a minimum of five (5) years of recent experience providing professional technical, economic, real estate, and financial analysis consulting services, including for government agencies.

Descriptions of a minimum of two (2) projects (successfully completed and / or in progress) that Consultant has undertaken within the past five (5) years.

2. A list of the key personnel who will be responsible for overall account management. Please include name, title and relevant experience.
3. A brief description of the proposed approach to the development of work plans or strategies used for similar clients in the past.

D. LABOR CLASSIFICATIONS

The following labor classifications are applicable to this RFP:

Labor Classifications	Description
1. Principal	A staff person with more than 5 years of experience who is responsible for staffing and overall quality assurance and quality control. The Principal has the authority to commit resources and authorize contracts on behalf of the company.
2. Project Manager	A staff person with more than 5 years of experience in a project management role who acts as the secondary point of contact for the client. The Project Manager is capable of managing medium to large, semi-complex projects with a moderate degree of controversy.

E. REFERENCES

Proposer must demonstrate that it is able to perform the work as specified in this RFP. The City reserves the right to contact references provided and not provided by the Proposer.

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer may not provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference.

Proposer is required to state all subconsultants to be used in the performance of the proposed contract, and what portion of work will be assigned to each subconsultant on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s); contact any person or persons associated with the reference; request additional references; contact organizations known to have used the Proposer in the past or are currently using Proposer’s or Proposer’s subconsultants’ (as listed in Contractor Standards Pledge of Compliance form attached to this RFP) services; and contact independent consulting firms for additional information about the Proposer or the Proposer’s subconsultants.

F. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

G. PRICING SCHEDULE

In order to be considered responsive to this RFP, Proposers shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered.

1. Labor classifications listed as 1 and 2, are detailed in Section D. Labor Classifications.
2. Position Title is to be the position title within the Proposer’s organization.
3. Proposers shall list fully burdened hourly rates for the labor classifications that most closely match the classifications listed in Section D. Labor Classifications.
4. All classifications described in this pricing schedule should be listed, whether services are performed by Proposer or by sub participation. Additional classification rates may be submitted later and included as part of the agreement resulting from this solicitation.

If additional space is required, a separate sheet may be attached marked “Additional Labor Classifications”. No other changes will be considered.

Labor Classification	Position Title	Year 1 - Fully Burdened Hourly Rate
1. Principal		\$
2. Project Manager		\$

H. SELECTION PROCESS FOR EACH ASSIGNMENT

There are two areas of real estate economics for which services are sought. Up to five Consultants will be awarded a contract and selected to provide services in each of the two areas of real estate economics. The City will maintain a list of Consultants for each area of economics. Consultants may apply for one or both areas of real estate economics. Consultants are selected for a given assignment based on the City’s needs. When the City has an assignment, the City will send a brief statement of the assignment to Consultants that are listed within the applicable area of real estate economics. Only those Consultants may submit a

response and be considered. A response should consist of a proposed team, consistent with submitted rates, an estimated preliminary budget, and availability during the assignment. The City will establish an Evaluation Committee to review and evaluate responsive submittals.

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2. Position Title is to be the position title within the Proposer’s organization.
3. Proposers shall list fully burdened hourly rates for the labor classifications that most closely match the classifications listed in Section D. Labor Classifications.
4. All classifications described in this pricing schedule should be listed, whether services are performed by Proposer or by sub participation. Additional classification rates may be submitted later and included as part of the agreement resulting from this solicitation.

If additional space is required, a separate sheet may be attached marked “Additional Labor Classifications”. No other changes will be considered.

Labor Classification	Position Title	Year 1 - Fully Burdened Hourly Rate
1. Principal	Partner	\$ 440
2. Project Manager	Principal	\$ 325

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There are two areas of real estate economics for which services are sought. Up to five Consultants will be awarded a contract and selected to provide services in each of the two areas of real estate economics. The City will maintain a list of Consultants for each area of economics. Consultants may apply for one or both areas of real estate economics. Consultants are selected for a given assignment based on the City’s needs. When the City has an assignment, the City will send a brief statement of the assignment to Consultants that are listed within the applicable area of real estate economics. Only those Consultants may submit a

Additional Labor Classifications.

The following 2024 hourly rates are guaranteed through December 31, 2024. Hourly rates may be escalated annually over the duration of the contract, with the annual escalation not to exceed 3% of the prior year's rate. Principal and Project Manager Labor Classifications can be found on G. Pricing Schedule. The project manager rate is an average rate of HR&A Partner and Principal Hourly Rate, and the Project Manager Hourly Rate is average of HR&A's rates for Director and Senior Analyst. ³

Additional labor classifications and further staffing detail can be found below.

Additional Labor Classifications:

Labor Classifications	HR&A Position Title	Year 1 - Fully Burdened Hourly Rate
Principal	Partner	\$460
Project Manager	Principal/Director	\$420
Project Manager 2	Director	\$370
Deputy Project Manager	Senior Analyst	\$280
Analyst	Analyst	\$225
Analyst	Research Analyst	\$180
Admin	Admin	\$105

Staffing Capacity Detail

Labor Classifications	HR&A Position Title	Assumed Commitment
Principal	Partner	10%
Project Manager	Principal	15%
Project Manager 2	Director	15%
Deputy Project Manager	Senior Analyst	25%
Analyst	Analyst	25%
Analyst	Research Analyst	25%
Admin	Admin	5%

³ For this type of Contract, our hourly blended rate, including analytical staff often ranges between \$260 - \$270.

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

Purchasing & Contracting Department

July 8, 2024

VIA EMAIL TO: abarthakur@hraadvisors.com

Mr. Amitabh Barthakur, Partner
HR&A Advisors
99 Hudson Street, 3rd Floor
New York, NY 10013

Reference: Request for Proposal (RFP) No. 10090134-24-P, As-Needed
Economic/Financial Analysis Consulting Services

Dear Mr. Barthakur:

Subject: Exceptions

Exhibit A, paragraph A.2.2 of the subject RFP, states, in pertinent part: “Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder’s exceptions, reject bidder’s exceptions and deem the bid non-responsive, or award the Contract without bidder’s proposed exceptions.”

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. The City accepts HR&A Advisors request to modify Article VI, 6.2 Intellectual Property Rights (page 9 of 21) of Exhibit C, City’s General Contract Terms and Provisions in its entirety to the following:

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor’s rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

Notwithstanding the foregoing, City agrees that any information, models, methodologies, technology, documentation, material, software (including reusable source code of general applicability) or other item made, conceived, reduced to practice, created, written, designed or developed by the Contractor prior to the

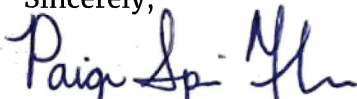
Effective Date or independently of this Agreement (collectively, “Contractor Property”) and improvements and modifications made to Contractor Property in the performance of the Services shall be and remain the sole and exclusive property of the Contractor. Contractor hereby grants to City a perpetual, non-exclusive, worldwide, irrevocable, transferable, royalty-free license to use, copy and modify Contractor Property solely as incorporated into any Deliverable Materials created under this Agreement solely to the extent necessary to allow the City to use such Deliverable Materials for their intended purpose. Except for the limited license herein, Contractor expressly reserves all other rights in and to the Contractor Property.

2. The City accepts HR&A Advisors request to modify Article VII, 7.1 Indemnification (page 11 of 21) of Exhibit C, City’s General Contract Terms and Provisions in its entirety to the following:

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and reasonable litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or negligent performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor’s duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

Please indicate your agreement with the above by signing the bottom of this letter. Thank you for your assistance.

Sincerely,



Paige Spounias-Flynn
Senior Procurement Contracting Officer

This Letter is executed by the City and Contractor acting by and through their authorized officers.

HR&A ADVISORS


By: 

Name: Amitabh Barthakur

Title: Partner

Date: 7/11/2024

THE CITY OF SAN DIEGO

By: 

Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: Jul 15, 2024



Tab A – Information and Forms

the RFP, if any

4th Consultant's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Consultant's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Consultant and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Consultant acting by and through their authorized officers.

CONSULTANT

HR&A Advisors

Proposer

700 Flower Street Suite 2995

Street Address

Los Angeles, CA 90017

City

(310) 351-9878

Telephone No.

abarthakur@hraadvisors.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Print Name:

Director, Purchasing & Contracting Department

Date Signed

BY:



Signature of
Proposer's Authorized
Representative

Amitabh Barthakur

Print Name

Partner

Title

April 25, 2024

Date

Approved as to form this ____ day of

_____, 20_____.
MARA W. ELLIOTT, City Attorney

BY:

Deputy City Attorney

Exceptions Requested by HR&A Advisors, Inc.

Contract Exceptions Request

We request consideration of the following modification to Article 6.2 - Intellectual Property Rights Assignment. While we do not have issue with transferring rights to Deliverable Materials to the City, we would like to include protections of our previously developed materials, so the request is to limit the assignment to only new materials developed on behalf of the City, for clarity and avoidance of doubt. Please review and let us know if there are any objections to the modification provided below.

- **Article 6.2** - Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

Notwithstanding the foregoing, City agrees that any information, models, methodologies, technology, documentation, material, software (including reusable source code of general applicability) or other item made, conceived, reduced to practice, created, written, designed or developed by the Contractor prior to the Effective Date or independently of this Agreement (collectively, "Contractor Property") and improvements and modifications made to Contractor Property in the performance of the Services shall be and remain the sole and exclusive property of the Contractor. Contractor hereby grants to City a perpetual, non-exclusive, worldwide, irrevocable, transferable, royalty-free license to use, copy and modify Contractor Property solely as incorporated into any Deliverable Materials created under this Agreement solely to the extent necessary to allow the City to use such Deliverable Materials for their intended purpose. Except for the limited license herein, Contractor expressly reserves all other rights in and to the Contractor Property.

We also request consideration of the following modification to Article 7.1 – Indemnification. While we generally do not have issue indemnifying the City, we request those indemnification obligations be subject to our acts of negligence or misconduct. Please review and let us know if there are any objections to the modification provided below.

- **Article 7.1** Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and reasonable litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of,

pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or negligent performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

April 26, 2024

Paige Spounias-Flynn, Senior Procurement Contracting Officer
City of San Diego Purchasing & Contracting Department
1200 Third Ave, Suite 200
San Diego, CA 92101

RE: Request for Proposal (RFP) for As-Needed Economic/Financial Analysis Consulting Services

Dear Ms. Spounias-Flynn,

Please find enclosed our submission for the As-Needed Economic/Financial Analysis Consulting Services. Organized as three tabs are the following:

- Tab A – Submission of Information and Forms
- Tab B – Executive Summary and Responses to Specifications
- Tab C – Cost/Price Proposal

We look forward to hearing from you regarding your decision.

Sincerely,



Amitabh Barthakur
Partner, HR&A Advisors Inc.
310.351.9878 | abarthakur@hraadvisors.com
700 Flower Street, Suite 2995, Los Angeles, CA 90017

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
Yes **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
Yes **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
Yes **No**

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? **Yes** **No**

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? **Yes** **No**

If **Yes**, please use Attachment A to disclose.

Please list the following: **Authorized** **Issued** **Outstanding**

- a. Number of voting shares: _____
- b. Number of nonvoting shares: _____
- c. Number of shareholders: _____
- d. Value per share of common stock:

Par	\$	_____
Book	\$	_____
Market	\$	_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: _____

Point of Contact: _____

Address: _____

Phone Number: _____

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.



Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Print Name, Title



Signature

Date

HR&A Advisors, Inc.

Financial Statements and Supplementary Information

Years Ended December 31, 2022 and 2021

HR&A Advisors, Inc. Balance Sheets

<i>December 31,</i>	2022	2021
Assets		
Current Assets		
Cash and cash equivalents	\$ 6,518,456	\$ 4,808,996
Accounts receivable, net	4,645,829	5,229,760
Prepaid expenses	257,476	27,295
Income tax receivable	-	49,541
Total Current Assets	11,421,761	10,115,592
Non-Current Assets		
Property and equipment, net	884,278	1,064,290
Right of use assets, operating leases, net	2,176,990	-
Deferred tax asset	158,554	166,705
Security deposits receivable	72,418	72,418
Total Non-Current Assets	3,292,240	1,303,413
Total Assets	\$ 14,714,001	\$ 11,419,005
Liabilities and Shareholders' Deficit		
Current Liabilities		
Accounts payable and accrued expenses	\$ 2,468,677	\$ 935,122
Profit sharing plan payable	489,992	553,094
Line of credit	1,500,000	-
Current portion of subordinated notes payable	1,818,345	1,818,345
Current portion of finance lease liability	119,818	115,132
Current portion of operating lease liabilities	968,135	-
Current portion of Paycheck Protection Program loan payable	-	2,000,000
Deferred tax liability	483,797	520,198
Income tax payable	19,034	-
Total Current Liabilities	7,867,798	5,941,891
Long-Term Liabilities		
Subordinated notes payable, less current portion	4,001,728	5,732,966
Finance lease liability, less current portion	103,563	223,383
Operating lease liabilities, net of current portion	1,403,961	-
Deferred rent	-	243,598
Security deposits payable	1,378	1,378
Warrants (834 outstanding at December 31, 2022 and 2021)	832,651	917,817
Stock appreciation rights	1,406,372	1,840,210
Total Long-Term Liabilities	7,749,653	8,959,352
Total Liabilities	15,617,451	14,901,243
Shareholder's Deficit (Note 8)		
Common stock, \$0.01 par value, 100,000 shares authorized, 12,163 shares issued and 9,643 shares outstanding at December 31, 2022 and 2021, respectively	122	122
Additional paid-in capital	1,570,383	1,388,889
Retained earnings	10,382,900	8,505,204
Unearned ESOP shares (6,815 and 7,162 shares at December 31, 2022 and 2021, respectively)	(10,206,557)	(10,726,155)
Treasury stock - at cost, 2,520 shares at December 31, 2022 and 2021, respectively	(2,650,298)	(2,650,298)
Total Shareholders' Deficit	(903,450)	(3,482,238)
Total Liabilities and Shareholders' Deficit	\$ 14,714,001	\$ 11,419,005

See accompanying notes and independent accountant's review report.

HR&A Advisors, Inc.
Statements of Operations

<i>Year ended December 31,</i>	2022	2021
Professional fees and other services	\$ 47,886,335	\$ 35,830,694
Cost of services	19,489,563	13,688,176
Gross Profit	28,396,772	22,142,518
General and administrative expenses	27,854,769	21,376,911
Income from Operations	542,003	765,607
Other Income (Expense)		
Interest income	8,426	1,064
Gain on debt forgiveness - PPP loan	2,000,000	2,650,000
Interest expense	(605,510)	(648,858)
Gain on change in value of warrants	85,166	109,521
Foreign currency exchange loss	(89,450)	(56,409)
Total Other Income	1,398,632	2,055,318
Net Income Before Income Taxes	1,940,635	2,820,925
Provision for income taxes	62,939	123,524
Net Income	\$ 1,877,696	\$ 2,697,401

See accompanying notes and independent accountant's review report.

HR&A Advisors, Inc.
Statements of Cash Flows

<i>Year ended December 31,</i>	2022	2021
Cash Flows from Operating Activities:		
Net income	\$ 1,877,696	\$ 2,697,401
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	235,274	209,621
Amortization of discount on subordinated notes payable	87,105	77,402
Deferred taxes	(28,250)	88,554
Gain on debt forgiveness - PPP Loan	(2,000,000)	(2,650,000)
Deferred rent	(243,598)	7,585
Gain on change in fair value of warrants	(85,166)	(109,521)
Operating lease costs	48,492	-
Amortization of right of use asset	1,008,409	-
Stock appreciation rights	(433,838)	314,917
Changes in assets and liabilities:		
Accounts receivable, net	583,931	(949,274)
Prepaid expenses	(230,181)	118,120
Income tax receivable	49,541	(14,329)
Accounts payable and accrued expenses	1,533,555	(145,932)
Profit sharing plan payable	(63,102)	236,433
Lease liability	(1,056,901)	-
Income tax payable	19,034	-
Net Cash Provided By (Used In) Operating Activities	1,302,001	(119,023)
Cash Flows from Investing Activities:		
Additions to property and equipment	(55,262)	(273,517)
Cash Flows from Financing Activities:		
Payment of subordinated notes payable	(1,644,133)	(1,543,766)
Payment received from ESOP	721,988	711,216
Payments on finance lease	(115,134)	(110,631)
Proceeds from PPP loan	-	2,000,000
Proceeds from line of credit	1,500,000	-
Payment on line of credit	-	(1,000,000)
Net Cash Provided By Financing Activities	462,721	56,819
Net Increase (Decrease) Cash and Cash Equivalents	1,709,460	(335,721)
Cash and Cash Equivalents - Beginning of Year	4,808,996	5,144,717
Cash and Cash Equivalents - End of Year	\$ 6,518,456	\$ 4,808,996
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the year for income taxes	\$ 57,230	\$ 49,299
Cash paid during the year for interest	\$ 605,510	\$ 648,858
Supplemental Disclosures of Non-Cash Flow Information:		
Right of use assets from leases established during the year	\$ 3,185,399	\$ -
Lease liabilities from leases established during the year	\$ 3,428,997	\$ -

See accompanying notes and independent accountant's review report.

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: HR&A Advisors, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 99 Hudson Street, 3rd Floor

City: New York County: New York State: NY Zip: 10013

Telephone Number: 212.977.5597 Fax Number: N/A

Name of Company CEO: Jeff Hebert

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Corporation Type of License: N/A

The Company has appointed: Susy Vaca, Chief People and Culture Officer

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 99 Hudson Street, 3rd Floor, New York, NY 113

Telephone Number: 212.977.5597 Fax Number: N/A Email: svaca@hraadvisors.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of HR&A Advisors, Inc.

Los Angeles, California (Firm Name) hereby certify that information provided

(County) (State)
herein is true and correct. This document was executed on this 19th day of April, 2024


(Authorized Signature)

Amitabh Barthakur
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: HR&A Advisors, Inc. DATE: 4/16/2024

OFFICE(S) or BRANCH(ES): Los Angeles Office COUNTY: Los Angeles

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial		1			1	1					1	2		
Professional	3	3	1		2	4					3	9		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support				2							1	1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	3	4	1	2	3	5	0	0	0	0	5	12	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	----	---	---

Grand Total All Employees 35

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: HR&A Advisors, Inc.

DATE: 4/16/2024

OFFICE(S) or BRANCH(ES): Los Angeles Office; Firmwide

COUNTY: Los Angeles; Multiple

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.


- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: HR&A Advisors, Inc.

Certified By Amitabh Barthakur Title Partner


 Name
 Signature

Date 4/19/2024



Tab B – Executive Summary & Response to Specifications



City of San Diego

As-Needed Economic/Financial Analysis Consulting Services

Solicitation #10090134-24-P

April 26, 2024

Services: Economic/Financial Analysis Support AND Affordable Housing Analysis Support

Amitabh Barthakur, Partner-in-Charge
abarthakur@hraadvisors.com, (310) 351-9878



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Executive Summary

HR&A Advisors, Inc. is a leading economic development, real estate and public policy consulting firm with over 45 years of experience partnering with the public, private, and nonprofit sectors to revitalize American cities. We have provided strategic advisory services for some of the most complex mixed-use, neighborhood, downtown, and regional development projects across North America and abroad. We understand the importance of linking accretive private investment with public resources to support investors and communities' responsibilities and aspirations. HR&A will offer the City of San Diego's Economic Development Department a wealth of experts in housing, community and economic development, infrastructure finance, economic and financial analysis, and policy.

With our team firmly rooted in Southern California, we have deep experience working within San Diego and the larger regional ecosystem and understand the unique opportunities and challenges in the city coming out of the 2022 Strategic Plan. Our Los Angeles-based team has a track record of helping forward-thinking local governments evaluating the economic and financial impacts to the City on a variety of large projects of economic significance – including funding, financing and development strategies, and negotiation support optimizing the value to the City to achieve the City's desired goals. Through our approach to work, staff expertise, and firmwide qualifications on the following pages, we will show why our team is well equipped to support the City across the **Economic/Financial Analysis Support AND Affordable Housing Analysis Support services.**

The HR&A team's involvement in economic and financial, and affordable housing analysis is diverse and includes advisory services to private developers, municipalities, and other government agencies. Our successful track record supporting our clients by providing rigorous and innovative economic and financial analysis stems from several core strengths, including:

- **HR&A brings both breadth and depth of knowledge in real estate analysis, value capture, and approaches to innovative financing.** HR&A's development recommendations and feasibility studies are grounded on market analysis and provide trusted insight on the revenue-generating potential of land assets. HR&A also provides guidance on policy incentives that incorporate local real estate conditions that help public agencies achieve their desired development goals.
- **We are skilled at quantifying and recommending innovative funding and financing measures for public infrastructure through value capture mechanisms including joint development, tax-increment financing, special assessments, and others.** HR&A has been engaged in EIFD and other value capture analysis for a number of municipalities including Los Angeles, West Hollywood, San Bernardino County, San Leandro, San Jose, and are currently engaged with SANDAG in a regional value capture framework implementation.
- **We have deep experience helping public agencies in successfully negotiating real estate transactions.** On behalf of the City of San Jose, HR&A supported negotiations with Google to establish a development agreement for a proposed technology campus adjacent to San Jose's Diridon Station. As part of our ongoing work with SDSU to develop its Mission Valley Innovation District, HR&A led a two-step development partner solicitation process, including drafting a Request for Qualifications and Request for Proposals. HR&A is currently leading ground lease negotiations with SDSU's selected developer.
- **We excel at helping cities leverage catalytic investments to support important public benefits, such as affordable housing.** HR&A works on housing affordability across scales – from the adoption of regional and city housing plans, through the creation of housing policies and programs to advance those plans, to the execution of specific housing development and preservation projects that are the product of those policies. HR&A has advised Amazon in the creation and underwriting of the Amazon Housing Equity Fund. In addition, HR&A has conducted several studies for the San Diego Housing Commission and guided the Southern California Association of Governments (SCAG) on the creation of an affordable housing preservation strategy.

Staffing Plan

HR&A understands that under this as-needed services contract, HR&A will be assigned to work on Economic and Financial Analysis and Affordable Housing related assignments for the City. Although each task order will require the efficient deployment of a customized work plan to ensure a successful result, a common approach and project management structure will underpin all efforts for the City. For any scope of work, planned check-ins and in-person meetings will be built into the schedule through a mix of project management calls, working sessions, briefings, and stakeholder consultations. We are adept at managing staff resources to ensure on-site availability as much as possible to meet our clients' needs.

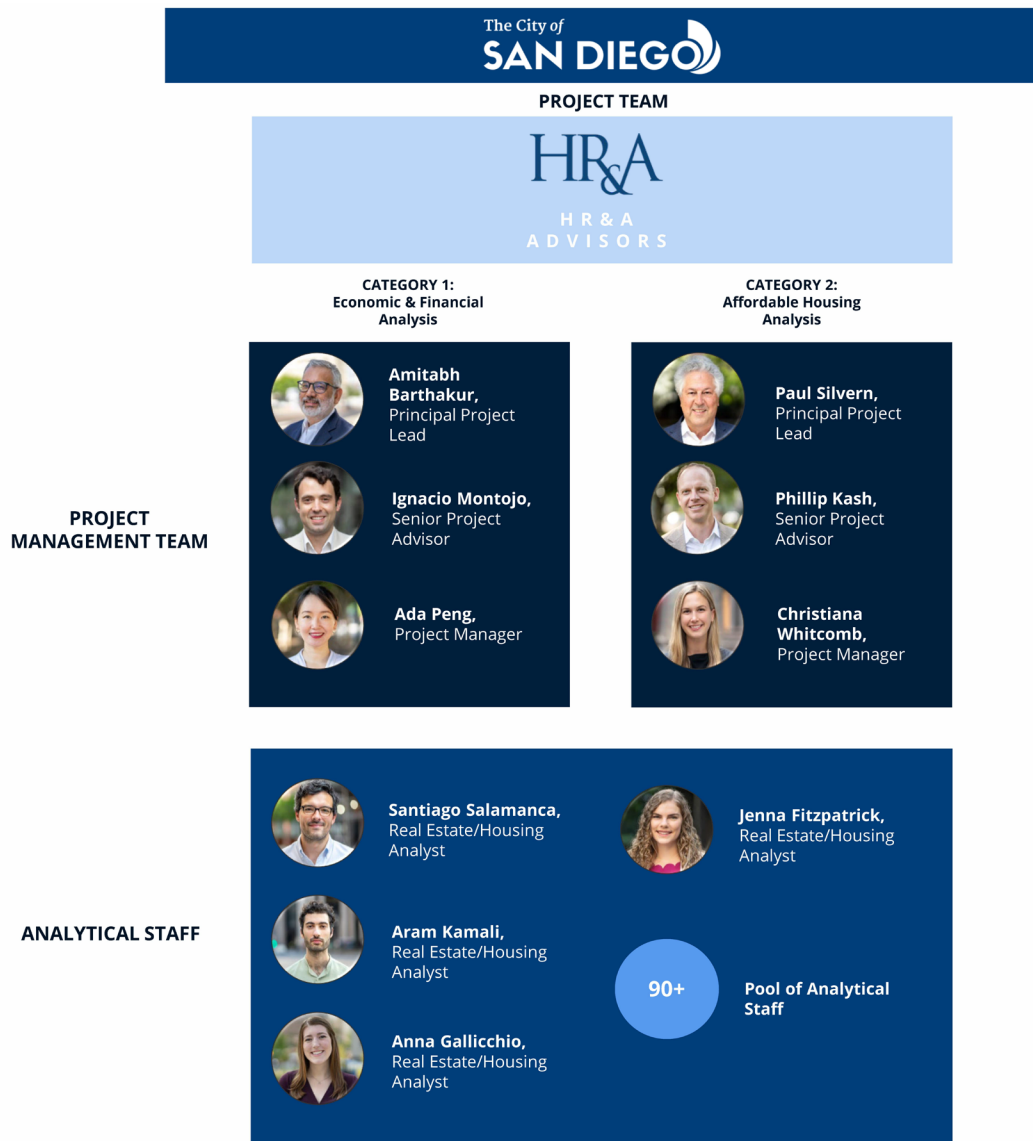
Our capacity to mobilize the appropriate staff in the appropriate amount of time is one of our core strengths, as we benefit from consultants who bring a myriad of perspectives to real estate advisory services. We have included biographies and resumes for staff members who our firm plans to allocate to City projects based upon their experience in the San Diego and in the region and expertise in the disciplines requested.

HR&A, Los Angeles-based, Partner **Amitabh Barthakur** will serve as Partner-in-Charge/Principal of HR&A's work for the City. Amitabh brings over 20 years of experience supporting public and private clients identify and implement transformational, yet achievable, real estate development strategies leading financial structuring, term sheet drafting and negotiations with potential developer. Amitabh will oversee all aspects of HR&A's work product including the structuring of our project approach for each task order, the execution of analysis and production of deliverables, and the facilitation of client meetings. HR&A Partners **Paul Silvern**, based in Los Angeles, a seasoned professional with more than 30 years of experience in public finance, project finance, and P3 advisory services, including value capture, financial structuring and term sheet drafting related to potential projects and evaluation of EIFD proposals, plus Partner **Phillip Kash**, an affordable housing national expert that has supported several jurisdictions across the Country in achieving their affordable housing goals, and Principal **Ignacio Montojo**, who brings extensive experience in supporting clients in public-private development and value capture will be brought in to provide strategic guidance and oversight related to their own areas of expertise.

Supporting this senior leadership, each task will be led by a project manager, who will provide day-to-day project management and serve as the primary client contact on a given assignment. Depending on the assignment, we will assign a project manager for all the task orders undertaken for the contract. Task orders will be supported by members of HR&A's talented analytical staff, drawn from a bench of dozens of analysts with care taken to align staff skill sets to project needs.

We anticipate that Partners will be available at approximately 10% of their capacity, Project Managers will be available at approximately 15% of their capacity, and analysts will be available at approximately 25% of their capacity.

Organizational Chart¹



HR&A has established clear roles and responsibilities as defined below:

¹ Resumes of key staff are provided in Appendix A.

Project Management: Amitabh, LA-based Partner will be the Project Lead. Amitabh has extensive experience guiding cities to overcome the unique challenges in Southern California and the Western United States. He specializes in leading forward-looking market and economic analyses that help public and private clients identify and implement transformational, yet achievable, real estate development strategies. Amitabh will be supported by Project Managers and by other HR&A partners that will provide strategic guidance and oversight related to their own areas of expertise.

Economic and Financial Analysis: Amitabh brings over two decades of experience in real estate and economic development. Amitabh will lead all economic and financial analysis assignments. Depending on the assignment Amitabh will be joined by Principal **Ignacio Montojo** who brings over 10 years of experience in public-private development and value capture, and by LA-based Director **Ada Peng**, who provides implementation and financing strategies in the realm of public-private partnership, housing, and real estate development. Director Santiago Salamanca and LA-based Senior Analyst Jenna Fitzpatrick will support the senior team.

Affordable Housing Analysis: Paul Silvern, Partner in H&A's LA office, will be joined by **Phillip Kash**, Partner at HR&A, who leads engagements on affordable housing, strategic planning and resilient disaster recovery, and by Principal **Christiana Whitcomb**, who has led a range of policy and financial analysis projects in housing, real estate and economic development. He has over a decade of experience designing and implementing programs and real estate development projects that draw together public, private and philanthropic stakeholders to address pressing affordability needs.

Capability & Capacity to Provide Services + Past Performance

Approach to Work

HR&A's approach to project management is central to the firm's success. HR&A Partners are continuously and substantively involved in the execution of every project. We believe that an engaged, experienced management style — led by senior professionals — brings maximum value to our clients. It also provides us with the most professional satisfaction.

Although our project approach will be tailored to each specific assignment we may be awarded, we want to highlight a few key elements of our typical technical approach to the key service areas mentioned earlier, which are based on extensive experience executing successful analyses for public and private clients throughout North America.

HR&A's approach to helping cities like the City of San Diego begins with three critical steps:

- Assess client objectives;
- Articulate stated and implied public policy priorities for a project; and
- Evaluate fiscal and economic health, real estate market conditions, and other economic or financial indicators, as needed, to determine realistic, market-supportable solutions.

We can provide a range of economic and financial analysis services, including affordable housing analysis support to advance the City's goal of fostering economic development, including:

- Provide economic and financial analysis to support how a project could advance the City's goals;
- Understand the risks and rewards as it relates to financial participation by the City;
- Develop appropriate funding and financing plan for the project;
- Evaluate qualifications and proposals from interested development partners;
- Optimize the project structure to the City to achieve the City's desired goals;
- Evaluate financial feasibility and subsidy competitiveness of affordable housing projects;
- Negotiate development terms, agreements, and ground leases with the private partner as needed; and
- Present to city leaders or elected officials as a third-party expert in economic/financial analysis, if needed.

Below is a more detailed overview of HR&A service areas that are most relevant to the disciplines described **in the City of San Diego Request for Proposal (RFP) for As-Needed Economic/Financial Analysis Consulting Services – Economic/Financial Analysis Support AND Affordable Housing Analysis Support**, as well as a description of our typical approach to each.

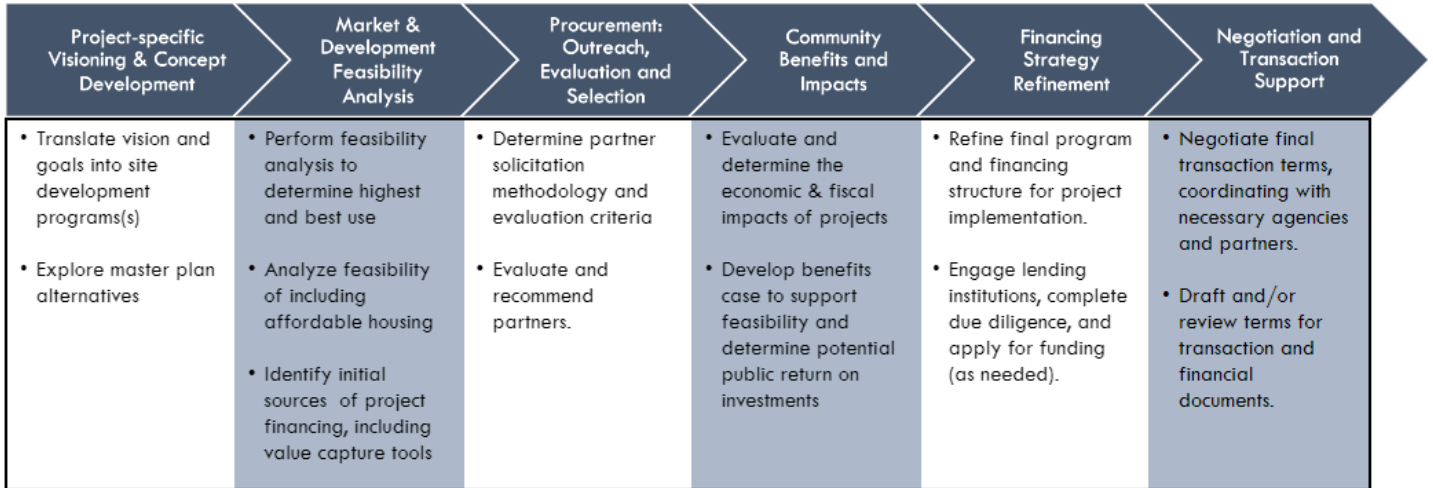
Experience in the San Diego Region

We know the San Diego region and have a long history of working with public agencies across the region. On behalf of the **San Diego Housing Commission**, HR&A analyzed eviction-related data, evaluated the current landscape of eviction prevention policies and programs, and highlighted relevant national best practices on eviction prevention and housing stability. We have worked with the **San Diego Association of Governments (SANDAG)** to provide P3 advisory services to support SANDAG in the identification of a site for their Central Mobility Hub and leading evaluation of land value capture mechanisms to develop a long-term strategy to raise revenue to implement SANDAG's Regional Infrastructure Plan projects. HR&A also supported the identification of opportunities to spur transit-oriented development at or near the **Blue Line Trolley** stations. On behalf of **San**

Diego State University, HR&A created a vision and business plan including a market study for the university's 1.6 million-square-foot innovation district in Mission Valley, and our team led developer procurement for the project and are currently assisting in ground lease negotiations.

Capability to Provide Services

HR&A understands that the City seeks support in developing strategies that position government-owned sites to advance key public policy objectives, including economic development and affordable housing. Those strategies might include public-private partnerships, repurposing of land adjacent to public functions still in use, and other creative approaches to the sale and redevelopment of public assets. HR&A is uniquely positioned to support the City by providing a variety of services to support its goals. **The diagram below represents typical roles that HR&A plays in supporting our clients for on-call real estate advisory services at each stage in the (re)development process.**



Each one of the tasks above demonstrates our expertise on how we support our clients to achieve their goals. The services below outline our approach to similar tasks where we have helped our clients unlock value and create vibrant, equitable, and inclusive places. The services below represent a full range of services, but will be provided as needed, based on project-specific scopes of work and task orders.

Service Area: Economic/Financial Analysis Support

The **table** below shows the alignment between our services below and the corresponding required Economic/Financial Analysis Support services in the RFP.

Required Task in the RFP	Corresponding HR&A Services
<i>Economic/Financial Analysis</i>	
a) Provide relevant market data to EDD for consideration before making a recommendation or acting on any real estate related proposal.	<ul style="list-style-type: none"> • Market Analysis
b) Comparatively analyze relevant financial details of each project to ensure adequate due diligence and compliance with best practices.	<ul style="list-style-type: none"> • Disposition Strategy • Developer Solicitation
c) Real estate disposition and development services, including project land valuations, highest and best use studies, alternative analyses, multi-year project cash flow programs, land residual analysis and investment analysis.	<ul style="list-style-type: none"> • Disposition Strategy • Market Analysis • Feasibility & (Re)Development Planning
d) Review reports and attend meetings with City staff to learn and understand the history, issues, and challenges associated with proposed real estate transactions.	<ul style="list-style-type: none"> • Disposition Strategy • Developer Solicitation
e) Examine appraisals, financing terms/conditions, and audits related to development proposals.	<ul style="list-style-type: none"> • Developer Solicitation
f) Analyze potential financing sources for City Council consideration, including, but not limited to: Special Assessment Districts; Enhanced Infrastructure Financing Districts (EIFDs); or similar economic development tools that may potentially reduce risk, mitigate identified challenges, and/or improve the City's real estate and financial position.	<ul style="list-style-type: none"> • Funding & Financing
g) Provide relevant market data (e.g., comparable properties; current and forecasted costs/inventory, absorption rates, market rents and prices; market trends; other factors that may affect real property valuations) to EDD for consideration before making a recommendation or acting on any real estate related proposal.	<ul style="list-style-type: none"> • Market Analysis
h) Develop funding structures or procurement strategies that maximize the City's goals.	<ul style="list-style-type: none"> • Developer Solicitation • Funding & Financing
i) Participate, as requested, in negotiation sessions and interactions with the selected proposer and/or its designated representatives.	<ul style="list-style-type: none"> • Developer Solicitation
j) Provide EDD with expert economic and financial analysis perspective, insight, advice, and recommendations for the project. Consultant may also be asked to answer Councilmembers' questions or make presentations to Councilmembers individually or in Committee or Council meetings (in open or closed session). Consultant may also be asked to sign a non-disclosure agreement.	<ul style="list-style-type: none"> • All

Market Analysis

Real estate market analysis is one of HR&A's core capabilities, and we are an industry leader in providing comprehensive real estate strategies to unlock value and create vibrant places. Our market analyses help clients understand not only current supply and demand conditions for both new and rehabilitated development, but also illustrate the potential to shift the market through forward-thinking projects and investments. In doing so, HR&A provides a rigorously researched and analytically sound context for decision makers to assess the effect that a potential development will have on the local real estate market.

For all product types, HR&A's approach to market analysis will begin with an assessment of a project site or district's advantages and disadvantages relative to both nearby neighborhoods as well as broader region. Our data-driven market research benefits from our access to the national CoStar real estate database, ESRI Business Analyst for demographics data, familiarity with state and federal government census and related databases, and our in-house resources and methodologies to summarize and distill findings from economic and real estate data.

HR&A has employed this rigorous approach in conducting market analyses for public sector clients throughout the country. On behalf of the Los Angeles Unified School District (LAUSD), HR&A analyzed real estate market and socio-demographic data to identify District-owned properties that have the greatest potential for increased utilization and/or possible revenue generation. HR&A identified school district campuses that fall into three main categories: availability for increased educational use, suitability for non-educational but mission-aligned purposes, and potential for revenue generation through means such sale, subdivision, or leasing of real estate assets. HR&A, with feedback from the task force and District staff, prepared a shortlist of highest-priority, underutilized properties for review by the Superintendent's office in 2019. These properties, if disposed of, could generate nearly \$500 million or produce over 3,600 housing units. Similarly, on behalf of San Diego State University (SDSU), HR&A prepared a market and tenanting analysis to gauge demand for various research-oriented uses at its Mission Valley campus. As part of this work, HR&A identified absorption potential for office and laboratory programs and the competitive landscape to project how much growth SDSU could capture. Insights from this analysis helped HR&A identify target growth sector opportunities for the University to prioritize.

Disposition Strategy

HR&A assists public entities and private developers in the evaluation of potential disposition strategies with a focus on both financial and non-financial considerations that support our clients' goals, usually building from our market analysis. HR&A can evaluate project financial feasibility, including underwriting, gaps, and developer returns to help ensure that the City is selecting projects with a greater chance of success. In doing so, HR&A will test developer assumptions to confirm they are market appropriate and provide an independent assessment of financial pro-formas and cash flow models prepared by developers. We can review assumptions and methodology focusing on the program, timing and phasing, financing, revenues, and operating costs, along with any sources of subsidy, and their implications on potential ground lease terms and community benefits associated with (re)development.

With any given acquisition and disposition analysis, we first establish a clear set of goals for the most appropriate strategy, including public objectives such as creation and preservation of affordable housing, retention of legacy minority- and women- owned businesses, ability to achieve those goals through assemblage with other publicly owned real estate assets, among others. In so doing, we are able to craft partnerships that provide benefits to local governments and authorities while providing a reasonable financial return to private developers. HR&A's deliverables outline public priorities, accomplished and estimated revenues expected to accrue from property disposition and future tax revenues. On behalf of Mecklenburg County, North Carolina, HR&A supported the County with a land disposition strategy and solicitation and transaction support for County-owned land in Uptown Charlotte. HR&A investigated how the County can leverage land it owns in Uptown Charlotte to advance its financial, public policy, and economic development goals. Once the County selected a developer, HR&A supported negotiations of key business terms with the preferred development team, BK Partners, a collaboration between local developer Conformity Corporation and the Peebles Corporation.

Developer Solicitation

HR&A offers the City expertise in the development of Request for Proposals (RFPs) and Request for Qualifications (RFQs) as a result of our extensive experience with both (1) crafting clear, concise solicitation documents for public sector clients as well as (2) assisting private developers in their responses to RFPs/RFQs.

We approach these solicitations with the understanding that each project is a unique endeavor requiring our client to balance multiple objectives. We believe that the success of a project and minimization of risk for our client depends on clearly defining ambitious but feasible objectives in order to attract the highest caliber partners. Our nuanced understanding of real estate market dynamics, developer motivations, and public policy priorities enables us to help shape RFPs and other solicitations on behalf of public entities that embody critical policy goals and that elicit a robust response from high-quality bidders.

HR&A is available to assist with development agreement negotiations with the preferred development partner. HR&A has been involved in all aspects of the negotiations process, from structuring the process through direct participation on behalf of clients and/or acting as technical advisor during the negotiation process. HR&A provides a variety of services during project negotiations including drafting exclusive negotiating agreements, memoranda of understanding, owner-participation agreements, and development agreements, particularly with respect to financial terms and conditions. With any given developer negotiation assignment, we first establish a clear set of goals for a public-private partnership. In so doing, we are able to craft partnerships that provide benefits to local governments and authorities while providing a reasonable financial return to private developers. This approach has allowed us to successfully manage numerous developer solicitation and negotiations processes on behalf of public-sector clients without compromising the achievement of high standards of public benefits. As part of our ongoing work with SDSU to develop its Mission Valley Innovation District, HR&A led a two-step development partner solicitation process, including drafting a Request for Qualifications and Request for Proposals. HR&A conducted extensive market sounding, marketed the opportunity, reviewed and evaluated responses, and assisted with developer interviews. In early 2023, SDSU selected a developer and executed an Access and Exclusivity Agreement with the selected developer. HR&A is currently leading ground lease negotiations, and SDSU expects to receive California State University Board of Trustees approval of a ground lease agreement for the project in 2024.

Project Funding & Financing

HR&A is ready to help the City minimize financial risk by exploring creative financing options for infrastructure and vertical development. As a firm that specializes in operating at the intersection of the public and private sectors, HR&A has a unique understanding of public-private partnerships, their financing needs, and the benefits and challenges of these complex projects. Our expertise includes public-private financing, ground leases, tax abatement programs, and special tax districts, and we are familiar with important California-specific tools, including Enhanced Infrastructure Financing Districts (EIFDs). Indeed, HR&A has performed analysis to understand the feasibility for EIFD revenues to finance an automated people mover in Inglewood, subway infrastructure in West Hollywood, and affordable housing in Hollywood.

Value Capture Analysis and Strategies

Using our expert analysis, we have helped transit agencies and municipalities around the country in evaluating and implementing a variety of innovative value capture tools, including extensive experience with tax increment financing, assessment districts, and special tax subvention programs. Locally, HR&A was one of the few consulting firms in the State of California to track the development of the enabling legislation for Enhanced Infrastructure Financing Districts (EIFDs), resulting in work with a number of local government agencies to evaluate its project-specific application.

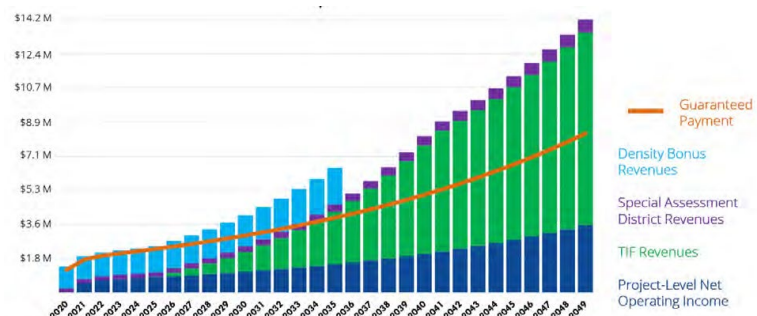
HR&A's understanding start by conducting case study research and evaluate best practices from international and national applications of value capture (VC) instruments (both one-time and recurring), including:

- District-based tools, such as tax-increment financing assessments, enhanced infrastructure financing districts (EIFD), special assessments, and community facility districts (CFDs);
- Nexus based fees, such as impact fees, linkage fees, and development fees;
- Real estate development transactions, including joint development (JD), disposition, sale, or ground leases; and
- Sale and/or transfer of development or air rights.

Then, HR&A conducts a baseline assessment of the legal and administrative mechanisms relevant to enable VC instruments and JD opportunities. In particular, the HR&A team will identify the existing government stakeholders with authority over VC instruments and JD projects, as well as the gaps in their statutes that prevent them from taking a role in implementing policies around these issues. HR&A will evaluate other taxing mechanisms and identify how they conflict or support land value capture mechanisms.

HR&A can support the City by developing a framework to screen and evaluate VC instruments and JD projects, and to prioritize those that can bring the highest value to public agencies and the broadest range of public benefits. To support that, HR&A will support the City determining revenue magnitude, stability, timing of the potential value capture strategies and their alignment with policy goals and ease of implementation.

Finally, HR&A can support a Value Capture Implementation Strategy, which will serve as an actionable work plan for implementing and pursuing land value capture mechanisms for a pipeline of regional projects provided by the City (tax-based or fee-based, and site-specific or corridor-wide). The implementation strategy includes the institutional



HR&A worked with a transit agency with a funding and financing strategy for the renovation of one of the largest and most emblematic station of the entire metro system.

arrangements, administrative processes, legislation and norms, policy alignment, and risks of implementation.

Public-Private Partnerships and Joint Development

HR&A also excels at translating early development visions into actionable plans to attract public and private resources and sustain long-term project operations. As consultants, project managers, and former government officials, our staff has seen major public-private partnerships (PPPs) through all stages, from concept to design to development to operations, including for many of the nation’s most complex large-scale projects. Our team of analysts has advanced financial and economic modelling skills to accurately determine the implications of proposed of several financing vehicles. Our interpretations of model results will increase the City’s understanding of the potential financial risks inherent in all development programs and the possible range of tax, revenue, and cost impacts to the City and the host community.

HR&A’s ability to advance innovative development models and public-private partnerships has helped implement transformative development projects around the country. For instance, on behalf of the City of San Jose HR&A supported the city’s negotiations with Google to establish a development agreement for a proposed technology campus adjacent to San Jose’s Diridon Station. HR&A provided guidance on the City’s goals and objectives, as well as types of community benefits, to support the development of the Memorandum of Understanding and completed financial modeling to help the City understand the value capture opportunity for Google-specific properties. The Development Agreement between the City of San Jose and Google was approved in May, 2021 and includes a negotiated \$200 Million community benefits package which Google will provide in exchange for the right to develop their planned Downtown West project. HR&A is currently supporting the City of Durham, NC in disposing of a four-acre site in Downtown Durham containing the former Police headquarters building. HR&A first led a multidisciplinary team to produce redevelopment alternatives for the site that achieve City objectives and

reflect community values. HR&A worked with the City to articulate its core priorities for redevelopment and to develop its preferred disposition process for the site, and is currently managing the disposition process. HR&A drafted a comprehensive RFQ document written to ensure the City receives high-quality responses from developers with the experience needed to achieve desired public priorities: the provision of affordable housing, a strong financial return to the City, delivery of commercial space, compelling urban design and public realm, and the preservation of the existing building. HR&A is currently supporting the City in managing a second-stage RFP process open to shortlisted firms.

Service Area: Affordable Housing Analysis Support

The **table** below shows the alignment between our services below and the corresponding required Affordable Housing Analysis Support services in the RFP.

Required Task in the RFP	Corresponding HR&A Services
<i>Affordable Housing Analysis Support</i>	
a) Assist EDD with developing solicitations, proposal evaluation, negotiation, and transaction negotiation.	<ul style="list-style-type: none"> • Underwriting & Transactional Support
b) Provide financial analysis pertaining to redevelopment or affordable housing analysis including feasibility studies; pro forma analysis; California Health and Safety Codes section 33433 Reports; or any other economic study or analysis.	<ul style="list-style-type: none"> • Feasibility Analysis & (Re)Development Planning
c) Assist in the preparation and review of Disposition and Development Agreements (DDA), loan agreements, covenants, deed restrictions, and other instruments used in affordable housing transactions.	<ul style="list-style-type: none"> • Underwriting & Transactional Support
d) Provide strategic input into a developer's overall plan to produce affordable rental housing and overall development of a given site with a focus on determining feasibility, risk assessment, and effect on the City's goals and policy objectives.	<ul style="list-style-type: none"> • Underwriting & Transactional Support • Feasibility Analysis & (Re)Development Planning
e) Assess availability and timeframe for accessing potential funding sources, including, but not limited to: 4% or 9% low-income and Federal Historic tax credit, State low income and historic tax credit, and all other public/private sources as determined reasonably attainable.	<ul style="list-style-type: none"> • Funding & Financing • Fund Development & Design
f) Assist staff in preparing and writing Requests for Proposals (RFPs) and Notice of Funding Availability (NOFA).	<ul style="list-style-type: none"> • NOFA Design & Support
g) Assist staff in evaluating and underwriting submitted proposals according to RFP/NOFA criterion.	<ul style="list-style-type: none"> • Underwriting & Transactional Support
h) Provide financial analysis of affordable housing developments to calculate any monies owed to City, such as residual receipts.	<ul style="list-style-type: none"> • Feasibility Analysis & (Re)Development Planning
i) Recommend and analyze on all matters pertinent to proposed developments, including advice in areas of industry-specific knowledge that may affect the financing capacity, development capacity, and property management, as necessary to best protect the interests of the City.	<ul style="list-style-type: none"> • All

HR&A's Housing Practice is comprised of a mission-driven team—planners, economists, data specialists, and finance and policy experts whose diverse experiences across government, community development, community development financial institutions (CDFIs), NGOs, nonprofits, banking, and policy equip us with the knowledge and ability to advance meaningful change in local housing systems.

We are housing experts with a passion for tilting real estate economics toward public good. To do this, we work on housing affordability issues across scales—we quantify how broken housing and land use systems are compounding problems of production and displacement, we design programs that advance housing affordability and opportunities for the most vulnerable populations, and we build local government capacity to redress housing inequities and achieve better outcomes in what gets built.

We help our clients implement their aspirations to create vital places, build more equitable and resilient communities, improve people's lives, and achieve their housing goals.

Feasibility Analysis & (Re)development Planning

HR&A is frequently retained to provide specialized analytic services in all areas of real estate feasibility analysis. This includes pro forma development and review, cash flow modeling, investment return analysis, deal structuring, sensitivity testing, and the identification of equity, debt and subsidy resources and development capital structures. HR&A will frequently create a multi-year pro forma financial analysis for multiple redevelopment scenarios, utilizing market-driven assumptions regarding project revenues and expenses, development costs, infrastructure needs, ground lease terms, potential sources of gap financing, and private investment return requirements.

HR&A's financial feasibility analysis supports our clients in determining the optimal course of action on major redevelopment projects – including for affordable housing. HR&A assisted Los Angeles County Metropolitan Transportation Authority (LA Metro) as it reevaluated its joint development policies, with the goal of spurring more meaningful affordable housing development, in response to Los Angeles' affordable housing crisis. Based on Metro's priorities, HR&A identified a set of key policies for financial analysis including level of affordability, percent of units per site, and land value discounts. HR&A developed an interactive and flexible affordable housing calculator to evaluate and test development feasibility of inclusionary and affordable development sites. The calculator assumes the likelihood of each site to receive affordable housing financing such as 4 percent and 9 percent Low Income Housing Tax Credits and evaluates the impact of those sources on the project financing gap on a site-by-site basis. For this work, the HR&A team built a set of appropriate housing typologies for both urban and suburban county areas and assigned market specific build-out expectations. It also relies on a set of inputs for construction costs, market rents and capitalization rates, and required rates of return based on market research. This tool solves for project feasibility in each of Metro's unique submarkets, comparing developer return on cost to market return on cost. It also allows Metro to toggle relevant policy parameters, revealing the portfolio-wide impacts of custom combinations of policy interventions.

Underwriting & Transactional Support

HR&A has extensive experience analyzing development plans and strategies that leverage public sector assets in combination with private sector resources to create projects that fully realize the value of land for public benefits. As part of a real estate advisory on-call contract, HR&A Advisors is supporting the Department of Housing and Development for Fairfax County, VA (HCD) with underwriting and transaction support for affordable housing proposals involving county land and funding. As part of HCD's public solicitation process, HR&A Advisors evaluated and scored responses to RFPs to redevelop existing County-owned sites into affordable housing. In North Carolina, HR&A also supported Wake County in implementing its Affordable Housing Development Program (AHDP), which provides gap financing loans to affordable housing projects. Following HR&A's previous assistance to the County in developing the AHDP underwriting guidelines, selection criteria and review process, the HR&A team evaluated six applications in the 2022 funding round. The initial review resulted in preliminary scores and a presentation to the Scoring Committee comprised of county and local government representatives. HR&A then interviewed the six developers and negotiated best and final offers based on a

detailed review of development budgets and cash flow projections, resulting in the submission of funding recommendations to the Wake County Board of Commissioners.

Funding & Financing

Armed with deep housing expertise, HR&A also helps clients access, develop, and model the impacts of different financing tools for affordable housing development. HR&A assisted Ability Housing of Florida, a premier service-enriched non-profit housing developer, in their goal of securing a total of \$82.8 M in financing to produce 470+ new units of Permanent Supportive Housing and affordable housing for extremely low-income residents. Typically, Ability Housing completes 1-2 projects a year, but with HR&A's technical assistance, Ability Housing was able to pursue five projects in a single year, significantly increasing their PSH units and growing their mission. HR&A's role included leading the solicitations for debt and equity, reviewing proposals and providing technical assistance to Ability Housing on issues related to rent structures across federal, state, and local subsidy programs. On behalf of Westchester County's Department of Planning, HR&A Advisors developed and implemented a new fund, based on a \$100M grant allocation of American Rescue Plan Act (ARPA) funds, that would guide the County's investments in affordable housing developments and rehabilitations over a two-year period, prioritizing projects that matched the County's public policy priorities and demonstrated shovel-readiness. In preparation for the project's implementation phase, HR&A analyzed the financial proformas of 10 recently completed affordable housing deals and modeled 15 alternative funding scenarios to understand how the Housing Flex Fund could impact forthcoming housing deals, inclusive of LIHTC and non-LIHTC deals alike. HR&A recommended an approval process that is built on the strengths of existing funding processes while providing greater flexibility and an expedited funding timeline.

Fund Development & Design

HR&A has supported the program design and implementation of public, private, and nonprofit housing funds. We partnered with Wake County in North Carolina to create and launch an affordable housing preservation fund, which provides gap financing loans to affordable housing projects, building on an Affordable Housing Plan that HR&A previously led. In 2022, we evaluated six RFP responses based on underwriting guidelines that HR&A set forth and supported the County's negotiations for a fund administrator.

In Pittsburgh, on behalf of the Urban Redevelopment Authority, HR&A facilitated the launch of a Housing Opportunity Fund, through which \$10 million in new public funding will be deployed each year to new and existing housing programs.

We helped to craft Amazon's Housing Equity Fund, a \$2 billion commitment to preserve existing housing and create inclusive housing developments through below-market loans and grants to housing providers, public agencies, and minority-led service organizations in three housing markets. HR&A continues to serve as one of Amazon's underwriting partners for this fund.

HR&A is leading the design and development of a fund for the Local Initiatives Support Corporation (LISC), which involves the creation and refinement of goals, a market feasibility study to determine market needs, a prototypical deal analysis to quantify gaps in financing and production of affordable housing which can be filled using the fund, and finally making recommendations on the fund's structure. The fund seeks to improve social determinants of health through housing investments in the Hamptons Roads region of Virginia.

NOFA Design & Support

Since 1999, HR&A has assisted the Los Angeles County Development Authority to administer its annual Notice of Funding Availability (NOFA) loan programs and provided other services to implement its affordable housing initiatives. This work has contributed to the development of more than 100 affordable housing developments.

Capacity to Provide Services

Introduction to Resources & Staffing

HR&A's offices continuously monitor total workload to assure the ability to deliver timely and high-quality service on all projects. The firm's workforce and approach to project management allows us to successfully manage more than 100 projects simultaneously, serving our clients' needs even under demanding timeframes. With over 180 full-time employees across the country, including more than 40 employees in our Los Angeles office, we maintain a presence that allows us to effectively serve our clients. As task orders are issued, we will ensure that the most qualified HR&A consultants and teaming partners can be assembled quickly. Given our depth and breadth of resources, HR&A's current commitments will not interfere with the fulfillment of task orders with the City as defined in the Staffing Plan section above.

Schedule & Budget

HR&A's commitment to operating within project budgets is second only to our passion for outstanding client service and high-quality work products.

Prior to contracting each task order, HR&A will work with the City to understand their specific goals for the task and scope. At the start of each task order, we collaborate with our clients to define the distinct goals of their organizations and for the project at hand. We then translate those goals to a workplan, scope, and budget that account for the quality of work that the City can expect from HR&A. These workplans also account for the available resources that HR&A can offer to provide a realistic guide to the project's timeline. Depending on the complexity of each task and the resources required to support the City, HR&A will provide a task order scope and cost proposal within two weeks of receiving the task order or in the timeframe defined by the City. Subsequently, we will produce analysis and deliverables through an iterative process with clients that reinforces the quality of our work products and ensures alignment with client expectations.

HR&A applies an intentional and proactive approach to understanding client expectations, delivering quality work materials, and staying within contracted budgets. We find that budgets are an effective tool for focusing on contract priorities, monitoring progress, and ensuring that individual tasks align with the broader directives of the contract. HR&A will work with the City to establish a set of protocols that can be used for project initiation, scheduling, and budgeting of each component of each task order. We will provide regular progress reports, and all partners, project managers, and analytical staff share responsibility for budget status and timing. We consistently work within budget to provide high quality, actionable plans and strategies to our clients. Above all, we will build our budgets and timelines around the City's specific needs and goals for each task order, as established at the outset.

Quality Assurance & Quality Control

Approach to As-Needed Services Relationship

HR&A looks forward to the opportunity to support the City across all stages of the requested support services. To accomplish these diverse task orders, HR&A will leverage the breadth of the firm's resources across six offices and over 180 full-time employees. From the City's perspective, task orders will initially flow through the Partner-in-Charge/Principal, Amitabh Barthakur, who will function as a relationship manager for the as-needed services. Amitabh will be directly supported by Project Managers and by Partner/Senior Advisors Paul Silvern and Phillip Kash.

Once the City issues a task order, Amitabh will work with the Project Manager to staff the project from HR&A's deep bench of analysts. Where tasks require other subconsultants, Amitabh will leverage from an extended list of HR&A's teaming firms, and these firms' key personnel to identify a shortlist of potential partners and collaborate with the City to determine the appropriate support for the task order, including ensuring best efforts to achieve or exceed the Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) goal. As the task progresses, the Project Manager will continue to monitor HR&A staff assigned to the task, as well as subconsultants through their respective principals in charge to identify potential limitations in capacity based on current work hours or future projections. The Project Manager will immediately raise any issues to Amitabh and HR&A's management team to determine the appropriate response, which may include reducing workload on other projects or assigning additional staff to the City task order.

Approach to Quality Control for Task Orders

We commit to providing the City with high-quality strategic advice through extensive quality assurance during deliverable production. We recognize that our quality control efforts are crucial to ensuring HR&A and its subconsultants' work products are consistent with the City's expectations and needs. To this end, HR&A pursues an iterative approach to deliverable production that combines internal reviews with collaboration and feedback from the City. HR&A will apply the following steps of review to ensure that interim and final deliverables are of the highest quality when they are transmitted to the City:

- **Directive and Outline.** At the outset, the Partner-in-Charge/Principal and Project Manager will establish the methodology and data to be used in the analysis. The deliverable outline and format are established at the outset to ensure the analytical outputs are developed in a way that is useful to the client in a report format. HR&A treats its subconsultants as an extension of the firm. As such, the Project Manager will provide clear instructions to the subs regarding analytic methodologies, deliverable quality and expectations, and schedules/timelines. All subconsultant materials will be reviewed and approved by the Partner-in-Charge/Principal before sharing and presenting to the City.
- **Analysis and Drafting.** The Project Manager oversees the analysis conducted by staff and subconsultants and ensures analysis is translated into compelling and clear deliverables. The deliverables are reviewed for clarity, tone, and grammar.
- **Refinement.** The Partner-in-Charge/Principal and Project Manager meet with analytic staff and subconsultants to review analytical outputs and draft deliverables. The Project Manager provides edits and guidance on further analysis that needs to be prepared.
- **Draft Client Delivery.** The Partner-in-Charge/Principal reviews final analytical outputs and deliverables for accuracy, and clarity. The Project Manager and staff (and, if applicable, subconsultants) refine the analysis and deliverable, if needed, and facilitate copy editing.
- **Final Client Delivery.** Following this process, the Team will share findings with the client, conduct additional analysis and refinements as needed, all within the bounds of the scope and budget.

Throughout this process, HR&A will actively coordinate with the City to ensure that all work products are of the highest quality and readily accessible by the City for review and that our senior professionals provide the highest-quality advice.

Small and Local Business Program Requirements

HR&A shares the City's commitment to equal employment opportunities, including through its Small and Local Business Enterprise programs. HR&A has extensive experience partnering with sub-consultants and teaming to ensure the greatest level of expertise for the task order desired by the client; we often partner with SLBE and MWBE firms. Aligned with our firm's Anti-Racism, Diversity, Equity, and Inclusion program and goals, we proactively state our willingness to meet the City's goals once selected.

Commitment to Diversity

In 2022 HR&A updated and refined our commitment to anti-racism, diversity, equity, and inclusion (A DEI). We focused on accelerating our progress from past years and working to further embed A DEI into the fabric of our culture and process. This is an ongoing journey. We are continuously learning, unlearning, and implementing new initiatives, including:

- **Launching a BIPOC Sponsorship Program that provides dedicated professional development support and resources to BIPOC employees.** With the goal of improving wellness, retention, and pipeline towards career advancement, each participating employee has been paired with a senior leader to receive direct sponsorship, which includes monthly meetings and participation in professional networking events.
- **Developing an internal A DEI resource hub, which serves as a one-stop-shop for HR&A staff.** The Hub contains resources for individual learning and tools for embedding A DEI best practices into our work with clients. We also use the Hub to monitor our progress against internal commitments.
- **Reorganizing our internal structure into "Studios."** As part of the firm's ongoing commitment to excellent employee experience and positive retention outcomes, we developed "Studio" communities that provide multiple layers of support — especially for junior and BIPOC staff. All employees have an assigned mentor and dedicated manager who helps them navigate projects and professional development opportunities. Additional support, including a peer with longer tenure, an experienced project manager, and a Partner, is also available. At the end of 2022, our retention rate significantly increased, and our employee experience surveys reflect higher levels of satisfaction, with 85% indicating they would recommend employment at HR&A to a friend compared to 51% in 2019.
- **Redesigning recruitment to remove bias and reflect the diversity of the communities we serve.** Our hiring process is designed to minimize bias. This includes asking all job applicants to remove the name of their educational institution(s) from their resume. Instead, we ask candidates to define *their* most significant academic and/or professional accomplishments based on their unique lived experiences. Our Recruiting team continues to engage candidates across diverse campuses and professional networks. We are proud that our employee-owned firm is more diverse than ever, with 47% of employees identifying as BIPOC, up from 36% in December 2020.
- **Creating new Employee Resource Groups (ERGs) to affirm and celebrate the full breadth of employee identities.** We do this by building community among members, sharing successes, identifying common issues, promoting ideas for impact, and deepening cultural dialogue across the firm.
- **Continuing to empower employees who serve on the Anti-Racism Core Team to design and implement firmwide initiatives.**

HR&A has also been recognized by our industry for efforts around Recruitment and Retention, having received recognition in 2023 from The New York Urban League as a 2023 New York Urban League Champion in the Recruitment, Retention, & Belonging Category.

Past Performance

Firm Profile

HR&A is a leading real estate, housing, infrastructure, and economic development consulting firm, founded in Southern California, with 45+ years of experience advising public and private sector clients in the planning and implementation of programs, policies, and capital projects. HR&A was first established in 1976 and then incorporated in 2007 as an S-Corporation under its current name. HR&A is registered with the California Secretary of State with entity number C3006504. HR&A's 180+ professional staff come from a variety of diverse backgrounds, including former city officials, city managers, executive directors of planning departments, lawyers, architects, and economists.

HR&A delivers analyses and recommendations grounded in rigorous analysis and a nuanced understanding of the local context to help public agencies leverage their assets and regulatory authority. HR&A offers a comprehensive suite of research, market analysis, real estate development planning, policy analysis, and investment and financing strategies, including housing policies and procedures, to support SANDAG, NCTD, and MTS through this contract. HR&A has provided these services to public clients, including transit agencies nationwide, including LA Metro, the Washington Metropolitan Area Transit Authority, Santa Clara VTA, the New York Metropolitan Transportation Authority, CAP Metro in Austin, and the Honolulu Authority for Rapid Transportation.

HR&A has extensive experience providing on-call real estate consulting services for a range of public sector clients. HR&A has been retained for over 45 on-call contracts with cities and public agencies across the country, including transit authorities, redevelopment agencies, community college districts, planning departments, and economic development departments. Some of HR&A's on-call clients include the City of Los Angeles Departments of City Planning, Housing and Community Investment, and Bureau of Engineering; the County of Los Angeles Community Development Commission, Housing Authority and Department of Mental Health; the cities of San Diego and Santa Monica; the Port of San Diego; the City and County of San Francisco; the Port Authority of New York-New Jersey; the City of Tacoma Redevelopment Authority; New Jersey Transit, Washington DC Office of Planning; and the Cambridge Redevelopment Authority.

List of Relevant Qualifications

This section presents a list of relevant HR&A projects that involve economic, financial, and/or affordable housing analysis for real estate or infrastructure projects. The following pages further elaborate on seven (7) particular projects that were either completed in the past five (5) years or are ongoing; however, HR&A can provide details for any other project listed in this table or mentioned elsewhere in the proposal upon demand.

Project Experiences				
Project Title	Key Staff (Role) ²	Location	Economic & Financial Analysis	Affordable Housing
Real Estate Analysis for the Westfield Horton Plaza Renovation	N/A	San Diego, CA	✓	
SDSU Mission Valley Campus Real Estate Advisory Services	AB (PD)	San Diego, CA	✓	
SANDAG Regional Value Capture	AB (PD), IM (PM)	San Diego, CA	✓	✓
San Diego Housing Commission Affordable Housing Preservation Study	PK (PD), PS (PA)	San Diego, CA		✓
SANDAG NAVWAR Financial Capacity Analysis	N/A	San Diego, CA	✓	
Santa Monica Affordable Housing Production Program Feasibility Analysis	PS (PD)	Santa Monica, CA		✓
Long Beach Middle Income Housing Negotiation & Policy Development	PS (PD)	Long Beach, CA		✓
LA Metro Joint Development Affordable Housing Policies	AB (PA)	Los Angeles, CA		✓
LA Metro Joint Development Housing Accelerator	AB (PA)	Los Angeles, CA	✓	✓
LAUSD Real Estate Portfolio Assessment	PS (PD)	Los Angeles, CA	✓	✓
Inglewood Transit Connector Financial Advisory	AB (PD), IM (PM)	Inglewood, CA	✓	
California High Speed Rail Authority Financial and Procurement Consulting	AB (PD), IM (PM)	Sacramento, CA	✓	✓
Joint Development Strategy for the Santa Clara Valley Transportation Authority	AB (PD)	San Jose, CA	✓	✓
San Jose Acquisition & Rehabilitation Program Design	N/A	San Jose, CA		✓
WMATA Joint Development Feasibility Studies	N/A	Washington, DC	✓	✓
Amazon Affordable Housing Equity Fund	PK (PD)	Bellevue, WA		✓

² Role abbreviations are defined as follows: Project Director (PD), Project Advisor (PA), and Project Manager (PM).

Selected Qualifications

Client: SANDAG

Location: San Diego, CA

Completion: 2023

SANDAG Regional Value Capture

On behalf of the San Diego Regional Association of Governments (SANDAG), HR&A evaluated a suite of land value capture mechanisms and developed a long-term strategy that can aid SANDAG and its local partner agencies in raising sustainable revenue to implement SANDAG's Regional Infrastructure Plan projects. Conducted a summary of key government stakeholders, statutes and legislation needed to implement value capture instruments and pursue joint development opportunities in the region that would allow to provide infrastructure to increase housing supply; the existing gaps and challenges for implementation; and a review of existing local taxing mechanisms in the region. HR&A also developed a dynamic Excel tool with suitability criteria to determine the potential to use value capture and joint development as a funding and financing source to support initiatives included in SANDAG's Regional Plan. HR&A also developed high-level rough order of magnitude (ROM) estimates to understand the magnitude and effectiveness of potential value capture funding for two near-term priority projects in SANDAG's 2021 Regional Plan, the Tecolote Trolley Station and the Kearny Mesa Transit Center. Lastly, HR&A developed a value capture implementation strategy that will serve as an actionable work plan for implementing and pursuing land value capture mechanisms for a pipeline of regional projects.

Client: San Diego Housing Commission

Location: San Diego, CA

Completion: 2021

San Diego Housing Commission Affordable Housing Preservation Study

HR&A developed a parcel-level inventory of all available subsidized and naturally-affordable housing in San Diego, and developed financial analyses and policy recommendations to guide the City's preservation efforts.

San Diego's affordable housing inventory faces mounting pressure as government-sponsored subsidized-housing restrictions expire, and units naturally-affordable through the market rapidly increase in price or move off the market. Recognizing the opportunity the City has to invest in its existing housing stock to preserve affordability, the San Diego Housing Commission (SDHC) engaged HR&A and National Housing Trust (NHT) to create the Affordable Housing Preservation Study—a robust inventory and projections of San Diego's existing affordable housing and a policy framework designed to preserve affordability. First, we developed a parcel-level inventory of all the available multifamily housing in San Diego, both subsidized and naturally-affordable. To create this inventory, HR&A developed a regression algorithm that estimated the likelihood a parcel had naturally-affordable units—based on indicators like location, building age, size, and school district. Based on this analysis, we developed

typologies of the most common types of multifamily buildings with the most naturally-affordable units and mapped the city's NOAH inventory. We then developed financial analyses for each of the typologies to estimate the subsidy required to preserve each unit.

The typology definitions informed the development of targeted policy recommendations for preservation, developed in collaboration with the National Housing Trust. The recommendation framework detailed policy tools, capacity-building, and financing sources to support preservation activities, as well as a review of nationwide best practices for preservation in comparable jurisdictions. SDHC will use these recommendations to form the basis of their preservation strategy for their general plan update and to guide policy in the coming year.

Client: San Diego State University

Location: San Diego, CA

Completion: Ongoing

SDSU Mission Valley Campus Real Estate Advisory Services

HR&A is currently supporting negotiations with a selected developer for the first Project within SDSU Mission Valley's Innovation District. HR&A led a two-step development partner solicitation process, including drafting a Request for Qualifications and Request for Proposals. HR&A conducted extensive market sounding, marketed the opportunity, reviewed and evaluated responses, and assisted with developer interviews. In early 2023, SDSU selected a developer and executed an Access and Exclusivity Agreement with the selected developer. HR&A is currently leading ground lease negotiations, and SDSU expects to receive California State University Board of Trustees approval of a ground lease agreement for the project in 2024. HR&A is also advising SDSU on the negotiation of unsolicited proposals or direct partnerships with end users for ground leases or commitments to occupy space in SDSU- or developer-owned buildings. This has led to successful execution of letters of intent (LOIs) from leading life science companies, federal research labs, as well as other institutional research and clinical partners. HR&A will work closely with proposers to develop appropriate partnership structures that benefit SDSU and align with the University's vision.

Client: Southern California Association of Governments; Los Angeles County Metropolitan Transportation Authority

Location: Los Angeles County, CA

Completion: 2023

LA Metro Joint Development Housing Accelerator

To support the creation of affordable housing through equitable transit-oriented communities (TOC), HR&A is working with the Southern California Association of Governments (SCAG) and LA Metro on their Joint Development (JD) Program – a real estate development program collaborating with developers to build housing on Metro-owned land. In June 2021, LA Metro adopted a JD portfolio-wide goal to create 10,000 new housing units by 2030, of which 50% of units will be income restricted. This aggressive goal requires robust, strategic planning to accelerate the delivery of units.

HR&A is assisting LA Metro to leverage the full suite of affordable housing policy levers to ensure LA Metro has an optimal strategy for prioritizing their portfolio of assets and effectively partnering with developers to achieve the goal. HR&A is identifying strategies to accelerate JD project process, such as prioritization of sites based on financial, equity, physical, and political constraints and building site profiles that can be used for the solicitation process. Additionally, HR&A will support the development of localized area median income benchmarks to better meet community affordable housing needs and is analyzing legislative strategy and assessing effectiveness of the existing Metro Affordable Transit Connected Housing (MATCH) program and considering innovative uses of federal sources to support TOC funding needs.

The JD program at LA Metro will have a significant impact on housing affordability and transit access in Los Angeles County. HR&A's approach helps the Los Angeles region to increase affordable housing production along transit and advance LA Metro's goals of transit prioritization, local community investment, and fiscal responsibility.

Client: City of Inglewood
Location: Inglewood, CA
Completion: 2024

Inglewood Transit Connector Financial Advisory

On behalf of the City of Inglewood, HR&A supported EY on the financial structuring and procurement of the Inglewood Transit Connector (ITC), a \$1-billion investment expected to be delivered through a Design-Build-Finance-Operate-Maintain and availability payment method. HR&A performed 1) an evaluation of the impact of the project in the economic viability of downtown Inglewood, which considers the economic activity and the benefits for property and business owners in downtown Inglewood derived from visitation enabled by the ITC, 2) a financial analysis to understand the viability, and magnitude and timing of Enhanced Infrastructure Financing Districts (EIFDs) revenues in the area, and 3) a revision of the fiscal impacts of the Hollywood Park mixed-use, entertainment, and stadium development to inform a potential revision of a tax-sharing agreement between the City and the private developer of Hollywood Park, which has potential financial implications for the ITC project.

Client: Fairfax County
Location: Fairfax County, VA
Completion: 2022

Fairfax County Affordable Housing Transaction Support

As part of a real estate advisory on-call contract, HR&A Advisors supported the Department of Housing and Development for Fairfax County, VA (HCD) with underwriting and transaction support for affordable housing proposals involving county land and funding. As part of HCD's public solicitation process, HR&A Advisors evaluated and scored responses to RFPs to redevelop existing County-owned sites into affordable housing. Our analysis helped HCD understand the financial risks of each proposal and the degree to which each would support deeper levels of affordability. HR&A served on the Selection Advisory Committee with a role in scoring and selecting a development team. Additionally, HR&A Advisors conducted

financial due diligence for development proposals requesting the HCD's Blueprint Funds.

Client: Amazon

Location: Multiple Locations

Completion: 2022

Amazon Housing Equity Fund

HR&A supported program design and implementation for Amazon's Housing Equity Fund, a \$2 billion commitment to preserve existing housing and create inclusive housing developments through below-market loans and grants to housing partners, public agencies, and minority-led organizations. To develop a large-scale portfolio investment strategy for housing affordability, HR&A created an affordable housing finance summary of potential investment strategies, conducted a landscape analysis of peer investments in housing, worked with Amazon to refine investment goals and priorities, and developed a clear and concise financial framework to evaluate potential investment options. HR&A conducted an initial market scan in target geographies, assessed the housing need in those geographies to evaluate programmatic components, and conducted high-level financial analysis to test investment portfolio scenarios.

HR&A also provided transaction support for Amazon's two initial deals: Washington Housing Conservancy's acquisition of Crystal House in Arlington to create and preserve 1,300 affordable housing units, and a partnership with the King County Housing Authority to preserve affordability for 1,000 apartment homes. Following Amazon's announcement of the Housing Equity Fund in January 2021, HR&A continued to support Amazon in implementation of the program, including underwriting and transaction closing support. In total, the Housing Equity Fund is projected to support the preservation and creation of over 20,000 affordable homes.

Appendix A: Resumes





Amitabh Barthakur | Partner

(Labor Classification: Principal)

Amitabh brings over 20 years of national and international experience and a deep understanding of public private partnerships (P3s) and value capture strategies to support a wide range of public infrastructure investments and economic development. Amitabh combines rigorous diagnosis, robust policy testing, and diverse stakeholder input to craft implementation strategies for complex public private partnerships. Amitabh helps implement real estate leveraged P3s in a way that optimizes public real estate value and creates broader community benefits. With analytical acumen and multidisciplinary thinking, Amitabh designs credible P3 solutions that effectively balances public and private sector objectives. He helped negotiate the development agreement between the City of San Jose and Google, where Google has committed to deliver a \$200 Million community benefits package related to their planned Downtown West project in San Jose. For the Santa Clara Valley Transportation Authority, he developed a joint development strategy for station-adjacent sites along the BART Silicon Valley Extension, which helped VTA secure one of the first allocations under the Federal Transit Administration's (FTA) Expedited Project Delivery (EPD) program. He is also supporting the San Diego Association of Government (SANDAG) on the P3 implementation of its Central Mobility Hub project.

Pronouns: He/Him/His

Education

University of Southern California
School of Policy, Planning and
Development

Master of Urban Planning

University of Southern California
School of Architecture

Master of Building Science

School of Planning and Architecture,
New Delhi

Bachelor of Architecture

Work Experience

HR&A Advisors, Inc., 2013 – Present

AECOM, Vice President/Regional
Director, Planning Design +
Development, 2010 – 2013

AECOM, Vice President, Economics,
2007 – 2010

Economics Research Associates,
Principal, 1998 – 2007

Institute of Planning & Development
Practitioners, Program Coordinator,
1997-1998

SANDAG Value Capture Strategy

Led the evaluation of a suite of land value capture mechanisms and developing a long-term strategy that can aid the San Diego Regional Association of Governments (SANDAG) and its local partner agencies in raising sustainable revenue to implement SANDAG's Regional Infrastructure Plan projects. Conducted a summary of key government stakeholders, statutes and legislation needed to implement value capture instruments and pursue joint development opportunities in the region that would allow to increase housing supply; the existing gaps and challenges for implementation; and a review of existing local taxing mechanisms in the region. HR&A has also developed a set of criteria to evaluate the potential to use value capture and joint development as a funding and financing source to support initiatives included in SANDAG's Regional Plan, particularly those that contribute to accelerating housing production. HR&A then developed high-level rough order of magnitude (ROM) estimates to understand the magnitude and effectiveness of potential value capture funding for two near-term priority projects in SANDAG's 2021 Regional Plan. HR&A concluded the work by developing a Value Capture Implementation Strategy that will serve as an actionable work plan for implementing and pursuing land value capture mechanisms for a pipeline of regional projects.

SDSU Real Estate Advisory Services

On behalf of San Diego State University (SDSU), HR&A is serving as a development advisor and leading the developer procurement to support SDSU's implementation of a 1.6 million square foot innovation district in San Diego's Mission Valley. The Mission Valley campus will include 4,600 residential units, 400 hotel rooms, a 35,000-seat stadium, retail, 80 acres of parks and open space and a light rail station. Starting in 2021, HR&A first worked with SDSU to create an innovation district vision and strategy that articulates the competitive positioning of the district. We worked closely with SDSU's real estate department, the CFO's office, the campus architect, the office of research and innovation, faculty members, and external stakeholders to guide this vision accompanied by an actionable business plan with a development and tenancing approach aligned with the university's research goals. HR&A is currently in the midst of conducting a two-step development partner solicitation process for the first phase of development. This included the drafting of a Request for Qualifications based on extensive market sounding, marketing the opportunity, reviewing and evaluating responses, and assisting in developer interviews, leading to a shortlist of four leading developers moving to the RFP phase. HR&A is also advising SDSU on the negotiation of unsolicited proposals or direct partnerships with end users for ground leases or commitments to occupy space in SDSU- or developer-owned buildings.

SANDAG Sprinter Value Capture Study

On behalf of the San Diego Association of Governments (SANDAG) and as a subcontractor to Sperry Capital, evaluating real estate value capture potential along the Sprinter hybrid rail service operating in the North County area of San Diego County between the cities of Escondido and Oceanside. Leveraging a value capture prioritization framework and financial model recently developed for SANDAG as part of our regional value capture project to determine the potential for EIFD, CFD, or other value capture mechanisms around the 15 Sprinter stations.

SANDAG Blue Line TOD Study

As part of a team led by Gensler, providing advisory services to SANDAG to identify opportunities for spurring TOD at and near Blue Line Trolley stations within two South Bay San Diego communities. The study will assess existing land uses, transportation infrastructure, and market potential to inform TOD implementation strategies that highlight opportunities for development, community integration, and mobility improvements. The study area includes – the San Ysidro Mobility Hub and the greater area around Palomar Trolley Station located in the City of Chula Vista. This study will advance regional planning goals and support ongoing parallel efforts in the corridor such as the San Ysidro Mobility Hub and Blue Line Express projects.

Los Angeles Metro Joint Development Affordable Housing Policy Los Angeles County, CA

Co-Led the HR&A team as it assisted Los Angeles County Metropolitan Transportation Authority (LA Metro) in the formulation of joint development

affordable housing policy. Based on Metro's priorities, HR&A identified a set of key policies for financial analysis including level of affordability, percent of units per site, and land value discounts. HR&A developed an interactive and flexible affordable housing calculator to evaluate and test development feasibility of inclusionary and affordable development sites. The calculator assumes the likelihood of each site to receive affordable housing financing such as 4 percent and 9 percent Low Income Housing Tax Credits, and evaluates the impact of those sources on the project financing gap on a site-by-site basis. For this work, the HR&A team built a set of appropriate housing typologies for both urban and suburban county areas and assigned market specific build out expectations. It also relies on a set of inputs for construction costs, market rents and capitalization rates, and required rates of return based on market research. This tool solves for project feasibility in each of Metro's unique submarkets, comparing developer return on cost to market return on cost. It also allows Metro to toggle relevant policy parameters, revealing the portfolio-wide impacts of custom combinations of policy interventions. The calculator was used to inform a portfolio-wide joint development policy update which will be reviewed for approval by the Metro Board of Directors in Summer 2021.

Joint Development Strategy for the Santa Clara Valley Transportation Authority

HR&A supported Santa Clara Valley Transportation Authority ("VTA") in planning for the development and disposition of VTA-owned land at the future Downtown San Jose BART station as part of the BART Silicon Valley Phase II Extension. This flagship site is one of the largest in VTA's portfolio and is intended to be a model for TOD in Silicon Valley. HR&A identified strategies to maximize private investment and public benefits in development on VTA-owned properties. HR&A developed case studies of precedent national and global joint development projects to demonstrate how a range of development and disposition strategies taken by transit agencies could maximize project value in terms transit facility integration and policy objectives like affordable housing. HR&A supported VTA's development partnership selection process and drafting of Request For Qualification and Request For Proposal packages.

California High-Speed Rail Authority Real Estate and Financial Advisory

On behalf of the California High-Speed Rail Authority (CHSRA), and as part of a team led by KPMG, reviewing and evaluating the current station area and real estate development procedures and developing a detailed joint development policy and procedure, studying the impact of CHSRA's investments in land values, and identifying alternative sources of funding, including but not limited to, joint development, value capture, and other non-farebox revenue.



Paul Silvern | Partner

(Labor Classification: Principal)

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

Pronouns: He/Him/His

Education

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

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

Work Experience

HR&A Advisors, Inc., 1986 – Present

Lincoln Institute of Land Policy
Adjunct, Faculty Associate, 1992

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

Skid Row Development Corporation, Economic Development Specialist, 1979 – 1983

Urban Innovations Group, Project Manager, 1978 – 1979

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

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

City of Chula Vista Middle-Income Housing Program Evaluation

On behalf of the City of Chula Vista, HR&A supported the evaluation of the Middle-Income Housing Acquisition and Conversion Programs developed by joint power authorities (JPA). The City has been approached by two JPAs, the California Statewide Communities Development Authority's Community Improvement Authority (CSCDA) and California Municipal Finance Authority (CMFA), for up to three separate projects. HR&A supported the City to work under a fast turnaround to report back to the City Council on its evaluation and recommendations in terms of the minimum requirements for applicants to submit proposals and for the City to agree to participate in such program. Previously, HR&A evaluated a similar acquisition for the City of Long Beach under the same middle-income housing program sponsored by CSCDA, and we have been contacted about providing similar advice to a number of other CA jurisdictions facing requests for this type of project.

Los Angeles County Affordable Housing Development and Preservation Support

Supported the County of Los Angeles Chief Executive Office in the creation of a comprehensive strategy to acquire land and buildings for the development and/or preservation of affordable housing in the County. Advised the CEO on the strategic deployment of \$21 million in Affordable Housing Acquisition funds to address the County's ongoing housing affordability crisis. Worked with the CEO to determine a set of priority criteria for parcel selection, including unit cost, displacement risk, transit adjacency, and density to value ratio. Developed a countywide database of older existing buildings, including those with expiring affordability covenants, and a site prioritization framework for acquisition by the County to preserve existing naturally occurring affordable housing. Later, provided a systematic market scan of the existing inventory of mobile home parks and naturally occurring affordable housing buildings and developed a prioritized shortlist that could be candidates for immediate acquisition. The site prioritization and associated program implementation strategy have been transmitted to the Board of Supervisors for review and action.

Los Angeles Downtown Incentive Zoning System

On behalf of the City of Los Angeles Department of City Planning (LADCP), and in collaboration with Torti Gallas + Partners, directed a team to support the creation of a new incentive zoning system in Downtown Los Angeles, as part of an update to the Central City and Central City North Community Plans and new Downtown zoning code. This work involved evaluation of existing City incentive programs and case studies of density bonus programs in several other U.S. cities. A preliminary new density bonus incentive program integrated with the existing Transfer of Floor Area Rights (TFAR) program, which would require developers to provide specified public benefits (particularly affordable housing) in return for the option to access above-baseline property development standards was then subjected to financial feasibility testing using a dozen high-rise development prototypes.

City of Santa Monica Housing Analysis

For the City of Santa Monica, prepared a series of housing issue and real estate financial analyses in support of City of Santa Monica Housing Element updates. Projected the impacts on the controlled apartment stock of the Costa Hawkins Rental Housing Act, a State law that gradually removed the City Charter's limitations on rent increases when apartments are voluntarily vacated. These analyses were accepted by the California Housing and Community Development Department as meeting the requirements of State law and the Housing Element updates were certified.

Analysis to Support Santa Monica's Affordable Housing Production Program

Directed detailed analyses of the financial feasibility of developing new market rate apartment and condominium developments, and subsidized apartment projects affordable to lower-income households, in support of recommendations to substantially revise the City of Santa Monica's "inclusionary" housing program. Directed preparation of a "nexus" study to support the imposition of an affordable housing fee as one component of the City's new Affordable Housing Production Program, prepared updates to account for changed market circumstances (2000 and 2005), and prepared annual fee adjustments by formula in following years.

Long Beach Middle Income Housing Negotiation & Policy Development

Supported the City of Long Beach in their evaluation of middle income housing bond financing opportunities. HR&A worked with a local developer to structure a public benefits agreement to add more than 500 units of affordable housing to the old convention center city in downtown Long Beach. The financing structure allowed a long-stalled deal to move forward with minimal fiscal impact to the City of Long Beach. The new development will provide not only housing for essential workers but also a new grocery store in a long underserved area of the City. HR&A's work increased the number of and depth of affordable units. In addition to supporting this specific transaction. Also worked with the city to develop a policy to supporting similar middle income housing transactions.



Philip Kash | Partner

(Labor Classification: Principal)

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

Pronouns: He/Him/His

Education

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

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

Work Experience

HR&A Advisors, Inc., 2015 – Present

Enterprise Community Partners, Director, 2014 – 2015

Enterprise Community Partners, Senior Program Director, 2013 – 2014

Enterprise Community Partners, Program Director, 2010 – 2013

Enterprise Community Partners, Program Officer, 2009 – 2010

Enterprise Community Partners, Freddie Mac Fellow, 2008 – 2009

Center for Community Capital, Research Assistant, 2007 – 2008

Client Relationship Specialist, Vanguard Financial, 2006

English Teacher, Xi'an, China, 2005 – 2006

California Dream For All Program Design

Assisted in the design of a statewide shared appreciation revolving loan fund in California that would provide up to 17% down payment for lower income borrowers. Analyzed housing and homeownership trends across 10 regions in the state. Set potential lending parameters to ensure that the ultimate product would help borrowers who have traditionally been excluded from homeownership. Created a financial model of the potential program to test the impact of changes in home prices, distribution of loans across the state and repayment rates. Then the team adjusted the results based on feedback from local, regional, and state-level stakeholders. This process built support for the program and tested local viability of the new lending product. Finally, supported our client, the State Treasurer's Office, as they presented the concept across the state to advocate for initial funding for the program. The final report laid out all the potential risks and options for various design decisions to provide a roadmap to future policy makers and program administrators. The California State Assembly provided an initial \$500 million in funding to move the concept forward.

Sacramento Middle Income Housing Policy

HR&A provided policy design support to Sacramento on their middle-income housing policy. The policy directly responds to recent requests for bond financing support from a variety of developers. It sets out underwriting guidelines, a review process and policy goals. The policy was approved by City Council and has led to several project requests.

Economic Impact Analysis of Audible Down Payment Assistance (DPA) Program

Conducted an economic impact analysis of Audible's proposed down payment assistance (DPA) program in Newark. Demonstrated the near-term monetary benefits for households receiving the down payment assistance, as well as the potential for long-term wealth-building as a result of homeownership. In the near-term, Audible's DPA will increase beneficiary households' residual income by \$5,500 per year, freeing up money to cover other basic necessities such as food, healthcare, and transportation costs. Over the long-term, Audible DPA recipients will have lower and more stable housing costs than renters and will enable households to build wealth

through home equity gains. In addition to tangible financial benefits, also research the potential social benefits for recipients such as housing and neighborhood stability, and improved educational and health outcomes. Quantified the program's economic benefits generated by increased local spending and economic output. A \$5,500 annual increase in residual income per household is projected to increase local spending to \$2.7M by 100 households over a decade. This in turn would inject \$719,000 into the local economy by 2025, generating economic activity and supporting new business formation and revitalization.

Livable Buckhead Affordable Housing Strategy

On behalf of Buckhead Community Improvement District (BCID), led the development of a multi-pronged approach for meeting residential demand and expanding housing options across a broad range of household incomes in the Buckhead core. Conducted a housing assessment, examined demographic and housing market trends, performed a housing inventory analysis, and conducted a broader market opportunity assessment. Led the conduction of a workforce analysis to create a detailed demographic summary of Buckhead's workforce and an origin-destination analysis by census tract. A rental gap analysis was completed to understand the current supply and need for units by rent level and sales price in Buckhead. Findings were synthesized through an actionable toolkit of short-term, medium-term, and long-term recommendations to foster the production of housing to address the community's housing gap and congestion concerns. To inform these recommendations, led the development of two financial models to identify the subsidies that would be required to support a range of affordability levels, focusing on the effects of zoning-based tools and subsidy vehicles for both rental and for-sale developments.

Morrisville Affordable Housing Program Design

Designed and implemented key recommendations from the Town of Morrisville's 2019 Affordable Housing Plan, specifically a Public Employee Housing Choice program and changes to the Town's Unified Development Ordinance including base zoning, incentive zoning, and development process changes to incentivize the development of affordable housing. Developed and analyzed the results of a survey of relevant public employees to inform the development of potential approaches to a public employee housing choice program, including rental assistance, down payment assistance, and a community land trust model.

URA Implementation Roadmap and Housing Production Plan

On behalf of Pittsburgh's Urban Redevelopment Authority (URA), developed a multiyear Implementation Roadmap, to create a sustainable, mission-aligned plan for achieving URA's Organizational Strategy. Crafted mission and vision collateral through conversations with the Executive Team, which will serve as a communication tool between URA stakeholders and partners. Based on the Organizational Strategy and mission & vision collateral, provided a framework to help the URA refine current processes to measure metrics of success at key stages in the life cycle of URA projects. The Plan included specific guidance for high priority operational reforms needed for

proactive and strategic executive decision-making. The roadmap also includes a 10-year housing production plan, with four potential program modifications to increase funding sources for URA housing programs, expand the supply of new and rehabilitated housing, and revise processes that increase program efficiency.

Amazon Housing Equity Fund

Supported program design and implementation for Amazon's Housing Equity Fund, a \$2 billion commitment to preserve and create 20,000 affordable homes through below-market loans and grants to housing partners, public agencies, and minority-led organizations. Created an affordable housing finance summary of potential investment strategies, conducted a landscape analysis of peer investments in housing, worked with Amazon to refine investment goals and priorities, and developed a clear and concise financial framework to evaluate potential investment options. Conducted an initial market scan in target geographies, assessed the housing need in those geographies to evaluate programmatic components, and conducted high-level financial analysis to test investment portfolio scenarios. Continuing to support Amazon in implementation of the program, including underwriting and transaction closing support.

Inclusionary Housing for the City of Detroit

Evaluated the potential impacts of a proposed inclusionary housing policy, managed a local housing market analysis, tested the feasibility and impact of the proposed policy and recommended policies that would be most effective in Detroit. Developed a public-facing strategy that laid the blueprint for the City of Detroit Housing and Revitalization Department's policy decisions and actions. Oversaw a rigorous market analysis, financial feasibility analysis, policy analysis. This work supported the department's position in negotiations with a local City Council Member to establish an inclusionary housing policy that drove toward affordable housing goals without stifling market activity in an emerging market. Also managed the development of a public-facing housing strategy that expressed the City of Detroit's housing priorities for multifamily housing and established a formalized plan for implementation. Developed a strategy outline, coordinated drafting of the content for all initiatives with the City and partner organizations, and oversaw the production of a document designed for public release.



Ignacio Montojo | Principal

(Labor Classification: Project Manager)

Ignacio specializes in the design and implementation of public-private partnerships and financing strategies for infrastructure, real estate, and economic development projects globally. His portfolio includes expansive engagements on behalf of private developers and investors, as well as governments and development banks. In the United States, he has advised transit agencies like the MTA, WMATA, California High Speed Rail, and GoTriangle, and real estate developers like Seritage and iStar, on economic and fiscal impact assessments of capital projects and crafted public-private transactions on their behalf. At HR&A, he also supports the development of advanced quantitative tools and models to support the financial and econometric analyses of the firm. He has also been a guest lecturer in real estate at the Stuart Weitzman School of Design at the University of Pennsylvania and the Graduate School of Design at Harvard University. Prior to joining HR&A, Ignacio worked for Hotusa Hotels in Barcelona, where he supported the renovation and opening of new hotels in Europe and Latin America.

Pronouns: He/Him/His

Education

Goldey-Beacom College, Master of Science in Finance, 2018

Columbia University, Master of Science in Real Estate Development, 2015

UPC BarcelonaTech, Arquitecto, 2011

Work Experience

HR&A Advisors, Inc., 2015 – Present

U3 Advisors, Graduate Intern, 2015

Center for Urban Real Estate, Graduate Research Assistant, 2014

Hotusa Group, Project Manager, 2012 – 2014

DPG Arquitectura, Junior Architect, 2010 – 2012

Affiliations

Registered Architect, Spain

Urban Land Institute, NY Infrastructure Council, Member

Young Professionals in Infrastructure, Member

SANDAG Value Capture

Led the evaluation of a suite of land value capture mechanisms and developing a long-term strategy that can aid the San Diego Regional Association of Governments (SANDAG) and its local partner agencies in raising sustainable revenue to implement SANDAG's Regional Infrastructure Plan projects. Conducted a summary of key government stakeholders, statutes and legislation needed to implement value capture instruments and pursue joint development opportunities in the region that would allow to increase housing supply; the existing gaps and challenges for implementation; and a review of existing local taxing mechanisms in the region. HR&A has also developed a set of criteria to evaluate the potential to use value capture and joint development as a funding and financing source to support initiatives included in SANDAG's Regional Plan, particularly those that contribute to accelerating housing production. HR&A then developed high-level rough order of magnitude (ROM) estimates to understand the magnitude and effectiveness of potential value capture funding for two near-term priority projects in SANDAG's 2021 Regional Plan. HR&A concluded the work by developing a Value Capture Implementation Strategy that will serve as an actionable work plan for implementing and pursuing land value capture mechanisms for a pipeline of regional projects.

SANDAG Central Mobility Hub Advisory

On behalf of the San Diego Association of Governments (SANDAG), provided advisory services to develop a multi-modal transportation center, known as the Central Mobility Hub (CMH). In an initial phase of work, supported SANDAG as they were exploring a partnership with the U.S. Navy to locate the CMH in the Naval Base Point Loma Old Town

Campus (OTC) in San Diego. The OTC is a 70.5-acre site that could accommodate a state-of-the-art Naval Information Warfare Systems Command facility and, and anchor over 10 million square feet of mixed-use development. Conducted a real estate market analysis and market sounding, participated in site planning workshops and meetings with design partners to develop a preferred development scenario and built a sophisticated financial model to value the future development rights on-site. Currently, supporting the assessment of alternative sites for the development of the CMH.

SANDAG Sprinter Value Capture Study

On behalf of the San Diego Association of Governments (SANDAG) and as a subcontractor to Sperry Capital, evaluating real estate value capture potential along the Sprinter hybrid rail service operating in the North County area of San Diego County between the cities of Escondido and Oceanside. Leveraging a value capture prioritization framework and financial model recently developed for SANDAG as part of our regional value capture project to determine the potential for EIFD, CFD, or other value capture mechanisms around the 15 Sprinter stations.

SANDAG Blue Line TOD Study

As part of a team led by Gensler, providing advisory services to SANDAG to identify opportunities for spurring TOD at and near Blue Line Trolley stations within two South Bay San Diego communities. The study will assess existing land uses, transportation infrastructure, and market potential to inform TOD implementation strategies that highlight opportunities for development, community integration, and mobility improvements. The study area includes – the San Ysidro Mobility Hub and the greater area around Palomar Trolley Station located in the City of Chula Vista. This study will advance regional planning goals and support ongoing parallel efforts in the corridor such as the San Ysidro Mobility Hub and Blue Line Express projects.

California High-Speed Rail Authority Real Estate and Financial Advisory

On behalf of the California High-Speed Rail Authority (CHSRA), and as part of a team led by KPMG, reviewing and evaluating the current station area and real estate development procedures and developing a detailed joint development policy and procedure, studying the impact of CHSRA's investments in land values, and identifying alternative sources of funding, including but not limited to, joint development, value capture, and other non-farebox revenue.

Inglewood Transit Connector Financial Advisory, CA

On behalf of the City of Inglewood, supporting EY on the financial structuring and procurement of the Inglewood Transit Connector, a \$1-billion investment expected to be delivered through a Design-Build-Finance-Operate-Maintain and availability payment method. Performing an evaluation of the impact of the project in the economic viability of

downtown Inglewood and may perform market analyses and project revenues from a variety of sources, including, impact fees, Enhanced Infrastructure Financing Districts (EIFDs), vendor concessions, and joint development of public property.

WMATA Regional Impacts of Capital Projects, Washington, DC

As part of a team led by InfraStrategies and supported by Steer, produced an assessment of the regional socioeconomic, health, environmental, and equity impacts of the WMATA capital projects. Identified investments that directly impact level of service—including new service—reliability, and travel time, and quantified the projected effects of selected projects. As part of the assessment, studied the impacts in volume, type, and value of new real estate development derived from proximity to transit service affected by the selected projects and the convenience it provides residents and employers. Used that real estate development analysis to illustrate the fiscal impacts from new property taxes, new residents, and sales. Assessed selected capital projects that measurably enhance accessibility to public transportation, studying these investments' capacity to reduce regional disparities in two ways: 1) change in regional mobility by identifying the incremental employment, broadband, social, health, and cultural opportunities that are made accessible with selected capital investments, and 2) Improved environmental justice outcomes from reduced motor vehicle use. Worked closely with WMATA to develop a brief book that conveys the findings of this analysis to a range of stakeholders.

CTDOT Joint Development

HR&A is supporting the Connecticut Department of Transportation on the market and financial analysis, procurement, and negotiation of a series of TOD and joint development projects across the Northeast Amtrak and MTA MetroNorth Corridor including around stations in the cities of New Haven and Stamford.

Baltimore Penn Station Development, Developer Submission Support

Supported Beatty Development's proposal to redevelop Baltimore Penn Station and surrounding parcels. Beatty proposed to leverage the location of Penn Station to develop more than 1 million square feet of new mixed-use space as well as restore the historic station structure. For the proposal, reviewed Beatty's financial assumptions, developed a financial model that adheres to guidelines established by Amtrak, and prepared presentation materials that summarize financial information on the proposed development plan. In December 2017, Amtrak selected the Beatty team, Penn Station Partners, to lead a master development plan at Baltimore's Penn Station, which includes the modernization and expansion of stations facilities and a TOD plan that integrates the surrounding neighborhoods to the station area.



Christiana Whitcomb | Principal

(Labor Classification: Project Manager)

Christiana Whitcomb is a Principal in the Oakland Office, leading a range of policy and financial analysis projects in housing, real estate and economic development. Christiana started her career in real estate consulting and gained a specialty in housing and land use economics at the University of California, Berkeley's College of Environmental Design. Christiana comes to HR&A from UrbanSim Inc., an urban data science firm, where she directed the site-level modeling components of regional land use models and led the development of a site feasibility analysis platform for affordable housing development.

Pronouns: She/Her/Hers

Education

University of California, Berkeley,
Master of City and Regional Planning,
Graduate Certificate in Real Estate,
2018

Bowdoin College, Bachelor of Arts,
Government and Legal Studies,
Bachelor of Arts, Visual Arts, 2010-
2014

Work Experience

HR&A Advisors, Inc., 2020 – Present

UrbanSim Inc., Manager of Planning
and Real Estate Analysis, 2017 - 2019

Panoramic Interests, Graduate Intern,
2017

PricewaterhouseCoopers LLP,
Financial Markets, Structured
Products and Real Estate Division,
Associate, 2015 – 2016

Housing Plans, Policies and Studies

Affordable Housing Strategy, Stamford, CT

Led the analysis for an Affordable Housing Action and Implementation Plan for the City of Stamford, Connecticut to actively address the economic, environmental and social equity impacts to the city's affordable housing needs. The Plan includes a comprehensive assessment of housing market conditions, populations most impacted by housing need, and the efficacy of existing housing programs. Developed recommendations on land use adjustments, funding strategies, and organizational capacity to meet housing needs. Managed two local steering committees and a comprehensive community engagement process over a 12-month period.

Indiana State Housing Study and Dashboard

Led the development of a state-wide housing dashboard for the Indiana Housing and Community Development Agency. Worked closely with a group of housing stakeholders from across the state to design a platform through which users can access automated housing needs assessments for each county and track key housing metrics. Conducted user research to understand key metrics and use cases. Helped design the automated housing needs assessment to include analysis of both supply and demand-side drivers of housing need.

After successfully launching the first Indiana State Housing Dashboard, leading the design of a Dashboard 2.0, which is geared toward local housing practitioners. Conducting additional user research to understand helpful metrics and features to add to the existing dashboard. Designing new features to facilitate the development of a local housing plan based in the housing needs analysis, including resources for setting housing goals, conducting community engagement, and identifying potential strategies.

Michigan State Housing Dashboard

On behalf of the Michigan Municipal League (MML), and in collaboration with the Michigan State Housing Development Authority (MSHDA), leading the development of a statewide housing dashboard to reach a broad group of

housing stakeholders across the state with accessible data organized around the State's housing goals. Working with focus groups made up of local housing officials, state housing professionals, housing developers, advocates and others to define the product requirements and prioritize metrics and indicators to be included in the dashboard. Upon completion of the draft dashboard, will hold user testing with the focus groups to gather feedback and refine the dashboard.

Maine State Housing Production Study

On behalf of the Maine Governor's Office of Policy Innovation for the Future (GOPIF), leading an analysis of housing need and housing production gaps for all regions across the state. Studying the diverse housing needs of Maine residents across the state and future housing needs based on projected population growth across a range of household types. Studying the impact of short-term rentals on the cost and availability of workforce housing in coastal markets with economies driven by tourism. Leading a technical steering committee of housing experts across the state to ultimately develop target housing production goals for each region by housing cost and type.

Strategic Housing Plan and Technical Assistance, Norfolk, VA

On behalf of the newly formed Norfolk Department of Housing and Community Development (NDHCD), completing a comprehensive housing study, developing a strategic plan for NDHCD and providing technical assistance on a range of local housing programs and priorities. For the comprehensive study, analyzing local housing market trends and housing needs based on demographic and economic trends in Norfolk and the broader region and identifying key issues that the City should focus on to drive more equitable housing outcomes. Working with NDHCD to draft a set of goals that will define their strategic plan, including building regional capacity, dedicating local funding to housing initiatives, investing in programs to strengthen neighborhoods, and doubling down on resources to help residents in high poverty areas move to areas of opportunity. Working with NDHCD to study the feasibility of an inclusionary zoning policy to help create affordable housing in high opportunity areas and designing a local affordable housing trust fund to sustainably deploy flexible funding for local housing programs.

Short Term Rental Impact Study, Colorado

On behalf of Airbnb, led a study of the economic and fiscal impacts of a surge in tourism connected to short term rentals (STRs) in Colorado mountain towns. Led analysis of the drivers of tourism growth as well as the specific local fiscal impacts of STR visitors. Studied the potential impacts of STR inventory on the availability and cost of workforce housing in towns that rely heavily on the visitor economy, including the degree to which long-term rentals may be converting to STRs. Analyzed potential policy responses to help mitigate some of the negative impacts of STRs while preserving their economic benefit to these towns.

Housing Affordability Study for Holly Springs, NC

Leading the development of the Town of Holly Springs Housing Affordability Study, a comprehensive analysis of existing and project housing needs in Holly Springs based on a quickly growing, affluent population and several large businesses that are planning to locate in the town. Working with an advisory committee and leading a comprehensive community engagement process to build support for a set of strategies to meet the Town's housing needs.

Affordable Housing Plan for Wake Forest, NC

On behalf of the Town of Wake Forest, currently leading the Affordable Housing Plan planning process. Managing the housing needs assessment, engagement with local stakeholders, including through digital engagement and group meetings, and the development of housing tools recommendations. Using innovative data analysis to analyze displacement risk from mobile home park and heirs' property redevelopment. Managing a steering committee of 12 local stakeholders, who provide input and feedback throughout the process.

Bylaws and Governance for the Housing Opportunity Fund, Pittsburgh, PA

Drafted a set of bylaws for the Pittsburgh Housing Opportunity Fund's Advisory Board to set clear standards and operating procedures for the Fund. Worked with the Urban Redevelopment Authority to clarify roles and responsibilities of the City and the Board. Interviewed existing and former Board members to understand issues with Board administration and governance, conflicts of interest, and responsibilities. Wrote a set of bylaws to offer that addressed these issues and set standards for the Board to run a deliberate process.

Housing Trust Fund Planning and Design Services, Rochester, NY

On behalf of the City of Rochester, conducted a housing needs assessment to inform the potential activities and target populations to be served by the housing trust fund (HTF); a revenue study to assess and recommend the best potential sources to sustainably and adequately fund an HTF; research and analysis to develop a formal HTF proposal with recommendations for effective programs, governance, and administration of a local HTF; and community and stakeholder engagement to inform HTF planning and development.

Up for Growth Housing Calculator Expansion, Austin, TX

On behalf of Up for Growth, a non-profit housing advocacy group, helped manage the design, testing, and execution of the software development process for the Housing Calculator, a cloud platform that helps communicate the impacts of land use and housing policy on housing development feasibility. Collaborated with the client and software engineers to ensure that the platform meets client specifications.



Pronouns: She/Her/Hers

Education

University of California, Los Angeles,
Master of Public Policy, 2011– 2013
City University of Hong Kong, B.A.
Social Science and Public
Administration, 2007 – 2011

Work Experience

HR&A Advisors, Inc., 2020 – Present
LT Global Investment, Manager, 2017
– 2019
M+D Properties, Finance Associate,
2013 – 2016
World Bank, Researcher, 2013
City of East Lansing, Planning Intern,
2010

Affiliations

Member, Urban Land Institute
Member, American Planning
Association
Member, International Council on
Shopping Centers
Member, CRE Finance Council
Mentorship Program

Ada Peng | Director

Ada Peng provides implementation and financing strategies in the realm of public-private partnership, housing, and real estate development. Ada brings her background and experiences in housing and real estate development finance to HR&A's real estate advisory practice. She assists public agencies, non-profits, and private developers to achieve their long-term vision with a practical approach suitable for the market condition. Prior to joining HR&A, Ada contributed to three large-scale mixed-use developments in Southern California. Her role included financial analysis and project management throughout the full development cycle— from master entitlement to project positioning, construction, lease-up, and disposition. Ada was previously a graduate student researcher at UCLA, focusing on Asian-American asset building and housing disparity issues.

Joint Development Strategy for the Santa Clara Valley Transportation Authority

Supporting Santa Clara Valley Transportation Authority (“VTA”) planning for the development and disposition of VTA-owned land at the future Downtown San Jose BART station as part of the BART Silicon Valley Phase II Extension. Identifying strategies to maximize private investment in development on VTA-owned properties with a focus on implementation. Developed case studies of precedent models of joint development to demonstrate the range of development and disposition strategies taken by transit agencies to maximize project value with consideration of transit facility integration and other policy objectives.

Development Advisory for the US Navy Old Town Center Redevelopment

On behalf of SANDAG, supporting HR&A's team to advise on the redevelopment of a 70-acre site in San Diego owned by the US Navy. The site could accommodate a state-of-the-art Naval facility and a Central Mobility Hub (CMH) and several million square feet of mixed-use development. The CMH would connect the current modes of local and regional transit including and all the anticipated future modes of regional public transportation with a one-transfer connection to an international airport. Working as part of a multi-disciplinary team led by HNTB to evaluate the feasibility of a real estate leveraged public private partnership to deliver multiple public facilities.

Escondido Westfield North County Repositioning Econ and Fiscal Analysis

On behalf of a private client, assisted ground lease negotiation that involved a re-tenanting strategy for two former anchor department stores, and potential multi-family development on adjacent surface parking area in the City of Escondido, projected the general economic impacts of the Project in the City economy and the net annual fiscal impact that the Project will generate for the City's General Fund throughout the implementation

schedule, at complete buildout, and for a post-completion operational period of 20 years.

Los Angeles County Chief Executive Office Affordable Housing Development Support

Supported the Los Angeles County Chief Executive Office in the creation of a comprehensive strategy to acquire property for the development or preservation of affordable housing. First began by determining a set of priority criteria for parcel selection to guide the compilation and analysis of a countywide data set of parcels to identify properties that present the opportunity for a meaningful scale of affordable housing development. Finally, developed a framework of recommended actions for acquiring properties and preparing them for disposition to affordable housing developers to preserve housing affordability.

Los Angeles County Development Authority Affordable Housing Loan Programs

On behalf of the Los Angeles County Development Authority (“LACDA”), the County’s affordable housing and community development agency, supporting the implementation of LACDA’s annual affordable housing developer Notice of Funding Availability (“NOFA”) loan programs by reviewing and scoring competitive developer proposals, conducting due diligence review as well as held extensive consultations with applicants and County staff to finalize deal structures and loan closing along with other program implementation services, including drafting complex loan documents, project financing review, loan evaluation, and loan underwriting.

Santa Monica Affordable Housing Production Program Feasibility Analysis

On behalf of the City of Santa Monica, updating 2019 analysis of the city’s Affordable Housing Production Program and analyze new prototypes in additional commercial areas. The purpose of the study is to determine whether increased development standards and/or new affordable housing requirements (i.e., in terms of percentages, unit mix, and affordability levels) can accelerate the development of mixed-income housing. This effort will include updating previous feasibility analysis for key commercial corridors and will now include evaluation of suggested refinement to development standards within every mixed-use district of the city to support housing production.

San Diego Housing Commission Affordable Housing Acquisition Support

On behalf of San Diego Housing Commission, supported and evaluated the acquisition of a property for renovation and repositioning as a mixed-income project serving a component of permanent supportive housing (PSH) residents. Served as a third-party reviewer of the acquisition and provided recommendations on the financial, developmental, and operational feasibility of the property. First reviewed all third-party reports provided and completed SDHC’s acquisition and disposition checklists per SDHC’s policy guidelines.



Pronouns: He/Him/His

Santiago Salamanca | Director

Santiago supports governments, non-profit organizations, and development banks in the design and implementation of financing and governance strategies for infrastructure, real estate, transit-oriented development, and inclusive economic development projects. Santiago is currently serving as real estate advisor for the Cambridge Redevelopment Authority and the Boston Planning and Department Agency, assisting them analyzing short-term and long-term real estate development strategies to support their strategic goals, and evaluating the impact of citywide policies. He has advised The City of Santa Monica, quantified the net fiscal and economic impacts of a proposed Frank Gehry designed mixed-use development. In addition, performed a peer review of the developer's pro forma to inform negotiations around the provision of community benefits as part of the Project. Santiago earned his master's degree in City and Regional Planning from Pratt Institute. He previously obtained a Degree in Economics from Universidad de Los Andes.

Education

Pratt Institute, Master of Science in City and Regional Planning, 2017

Universidad de los Andes, Bogotá, Colombia, B.S. in Economics, 2009

Work Experience

HR&A Advisors, Inc., 2018 – Present
Institute for Transportation and Development Policy, International Consultant, 2018

Institute for Transportation and Development Policy, General Intern, 2017 – 2018

UPROSE, Urban Planning Fellow, 2016 – 2017

Pratt Institute, Graduate Assistant, 2015 – 2017

La Trocha, Real Estate Asset & Financial Manager, 2011 – 2015

Acción Fiduciaria, Office Manager, 2011

Acción Fiduciaria, Business Analyst, 2010

SDSU Real Estate Advisory Services, San Diego, CA

Supporting negotiations with a selected developer for the first Project within SDSU Mission Valley's Innovation District. Led a two-step development partner solicitation process, including drafting a Request for Qualifications and Request for Proposals. Conducted extensive market sounding, marketed the opportunity, reviewed and evaluated responses, and assisted with developer interviews. In early 2023, SDSU selected a developer and executed an Access and Exclusivity Agreement with the selected developer. Currently leading ground lease negotiations, and SDSU expects to receive California State University Board of Trustees approval of a ground lease agreement for the project in 2024. Advising SDSU on the negotiation of unsolicited proposals or direct partnerships with end users for ground leases or commitments to occupy space in SDSU- or developer-owned buildings. This has led to successful execution of letters of intent (LOIs) from leading life science companies, federal research labs, as well as other institutional research and clinical partners.

Development Advisory for the City of Santa Monica's Ocean Avenue Project

For the City of Santa Monica, directed peer reviewed economic and financial analyses for a proposed Frank Gehry designed mixed-use development project in the city. Located on 1.89 acres, the Project would include a hotel, residential apartments, cultural uses, retail and dining, open space and a publicly accessible rooftop observation deck in the city's downtown district. To understand the broader economic and fiscal benefits the project would bring to residents and the city, quantified the net fiscal and economic impacts of the Project as compared to a hypothetical baseline scenario based on allowable zoning. In addition, performed a peer review of the developer's Project pro forma to inform negotiations around the provision

of community benefits as part of the Project. The results of HR&A's analyses were presented at Santa Monica City Council in July 2022, leading to a unanimous vote from councilmembers to approve the Project.

Cambridge Redevelopment Authority On-Call, Cambridge, MA

On behalf of the Cambridge Redevelopment Authority ("CRA"), acting as the on-call real estate adviser. Assisting CRA in analyzing short-term and long-term real estate development strategies to support the strategic business direction of the organization. Advising on negotiating strategy and proposed deal terms between a private developer and CRA, reviewing and recommending potential strategies to preserve a key affordable office property, and assessing the potential for new development to financially support a local non-profit organization while advancing CRA objectives. Continuously advises on real estate issues since 2019 as requested by CRA.

Downtown Boston Density Bonus Zoning Assessment

Supported The Boston Planning and Department Agency (BPDA) to test the feasibility and provide recommendations on the structuring of a potential Downtown Density Bonus Program. Continuing previous work completed in 2019, updated the recommendation based on current development market. To establish a baseline of market information for the analysis, conducted stakeholder outreach with local developers to steer construction assumptions and expectations for the potential program. Then, developed a financial feasibility model considering different types of construction, building typologies, and policy considerations. Also reviewed similar density bonus programs and best practices from cities across the country to advise on the structuring of the program. The final deliverable was used by the BPDA to guide policy decisions around the feasibility of a density bonus program in their budget conversations late in 2023.

Strategic Development Plan for Downtown Columbus, IN

Advised on a strategic development plan for downtown Columbus, a city with a distinctive tradition of investment in modern civic architecture and the home of Fortune 200 business. Assessed the local real estate market, identified potential catalytic development sites, estimated financial feasibility of development scenarios, and recommended public and private actions needed to advance key opportunities. The final strategic plan supported a vibrant downtown with an enhanced quality of life that will sustain and attract creative talent and will contribute to a diverse and growing economy.

Rhode Island Avenue Redevelopment Impact Analysis, Washington, DC

Performed an economic and fiscal impact study for the planned redevelopment of an underutilized site near the Rhode Island Ave-Brentwood Metrorail station, planned to include more than four million square feet of new multifamily, office, hotel, and retail development. Projected the impacts of one-time construction and permanent ongoing activity associated with the redevelopment and estimated direct, indirect, and induced jobs and economic output in Washington, DC, as well as the incremental property, hotel, sales tax, and personal income tax revenues accruing to the City as a result of the redevelopment and new on-site

workers. The findings of this analysis are being used to communicate the benefits of redevelopment and support ongoing discussions between the developer and the City to establish an agreement on public benefits and amenities to be included as part of new development.

District Increment Financing Analysis, Roxbury, MA

HR&A is supporting the Roxbury Cultural District in a bid for establishing District Increment Financing- a tool that would enable current Roxbury institutions to capture the value created by new real estate and funnel it back into current cultural institutions and community-driven infrastructure projects and programming. A historically black and immigrant neighborhood in Boston, Roxbury is currently witnessing the displacement of long-time residents and business owners due to real estate market pressures, among other factors. Phase 1 of work includes the project kickoff, targeted stakeholder meetings, and a real estate focused market scan.

I-5 Freeway Lid Feasibility Study, Seattle, WA

On behalf of the City of Seattle's Office of Planning and Community Development, supported a multidisciplinary team in completing a feasibility study for a freeway lid that would cover a ¾-mile stretch of the I-5 freeway through Downtown Seattle. Led the real estate market analysis to understand supportable demand and absorption potential for a variety of uses on the lid. Building on the market analysis findings and an engineering study of the structural capacity of the lid, led by team leader WSP, developed test program scenarios. Led financial feasibility testing for each scenario, including the viability of incorporating policy goals and covering lid infrastructure costs under alternative development programs. Also supported the consultant team's economic impact analysis, evaluation of funding and financing approaches, and best practices for lid governance.

Long Island North Shore Redevelopment Project

On behalf of one of the largest real estate property owners and developers in the New York, provided financial analysis services to support the draft environmental impact statement (DEIS) of a residential development project on the North Shore of Long Island. As part of the DEIS, tested the feasibility of alternative redevelopment scenarios at the project site and conducted an independent financial feasibility analysis. Developed a discounted cash flow financial model and calculated the financial returns for the developer after accounting for the proposed infrastructure upgrades. After the DEIS, the developer's proposal was approved, and the project is expected to start construction in 2024.



Jenna Fitzpatrick | Senior Analyst

As a senior analyst in HR&A's Los Angeles office, Jenna provides research and analytical support for a variety of real estate, municipal planning, and economic development projects. Prior to joining HR&A, Jenna worked for a consortium of USC's Spatial Sciences Institute, Studio One Eleven, and Los Angeles Neighborhood Initiative to identify and analyze potential sites in LA County for affordable housing and open space joint development for the Los Angeles Regional Open Space and Housing Collaborative. Jenna received a Bachelor of Science in GeoDesign with a minor in Real Estate Finance from the University of Southern California.

Pronouns: She/Her/Hers

Education

University of Southern California, B.S., GeoDesign, Dornsife College of Letters Arts and Sciences, Price School of Public Policy, and USC School of Architecture, Minor in Real Estate Finance, Marshall School of Business, 2019

Work Experience

HR&A Advisors, Inc., 2019 – Present

University of Southern California, Spatial Sciences Institute, Lead Researcher, 2018-2019

Retail Design Collaborative/Studio One Eleven, Design Intern, 2019-2019

City of Los Angeles, GIS/Data Analysis Intern, 2017

Market, Commercial Lands, and Fiscal Impact Analysis in Chula Vista

On behalf of the City of Chula Vista, HR&A analyzed the potential implications of a proposed mixed-use development in Chula Vista. The existing entitlement for the site was only commercial uses, and the client was seeking to understand the potential impacts of entitling residential uses through a market, demand, commercial lands, and fiscal impacts analysis.

LA Metro Joint Development Housing Accelerator

To support the creation of affordable housing through equitable transit-oriented communities (TOC), HR&A is working with the Southern California Association of Governments (SCAG) and LA Metro on their Joint Development (JD) Program – a real estate development program collaborating with developers to build housing on Metro-owned land. In June 2021, LA Metro adopted a JD portfolio-wide goal to create 10,000 new housing units by 2030, of which 50% of units will be income restricted. This aggressive goal requires robust, strategic planning to accelerate the delivery of units. HR&A is assisting LA Metro to leverage the full suite of affordable housing policy levers to ensure LA Metro has an optimal strategy for prioritizing their portfolio of assets and effectively partnering with developers to achieve the goal. HR&A is identifying strategies to accelerate JD project process, and supporting the development of localized area median income benchmarks to better meet community affordable housing needs, analyze legislative strategy, and assess the effectiveness of existing programs.

California State University Systemwide Expansion Assessment

On behalf of the California State University ("CSU") Chancellor's Office, HR&A Advisors co-lead a team with HoK to develop an evaluation framework for requests from five jurisdictions and associated civic leaders to open new CSU campus or expand an existing off-campus center. HR&A first evaluated long-term enrollment demand and workforce/occupational needs across the State and within the subregions where new campuses are being requested. Subsequently, in coordination with HoK and several other subconsultants, HR&A evaluated potential sites within each of the five municipalities and assessed potential for public funding/financing of land acquisition, infrastructure and capital construction. Based on enrollment, workforce, site selection, and academic program findings, Jenna benchmarked operational

sources and uses, and worked with HoK to develop an evaluation framework to assess the feasibility of opening a new campus in each of the five locations, or potentially allocating resources to support the expansion of an existing campus.

LA Metro Joint Development Affordable Housing Policy

HR&A assisted Los Angeles County Metropolitan Transportation Authority (LA Metro) as they reevaluated joint development policies. Metro's goal is to spur more meaningful affordable housing development, in response to Los Angeles' affordable housing crisis, without imposing requirements that would undermine its ability to thoughtfully develop its property or circumvent its community-focused development approach across the vast geography that LA Metro covers. Jenna helped perform a review of current joint development policies and ongoing joint development projects and identified a set of key policies for further financial analysis including level of affordability, percent of units per site, land value discounts, etc. Jenna also developed an interactive and flexible affordable housing calculator to evaluate and test development feasibility and the impact of affordable housing policies across LA County's submarkets based on a generalized set of inputs for construction costs, and required rates of return calculated from third-party databases. By narrowing down the parameters across the many variables impacting development viability, this tool solves for project feasibility in each of Metro's unique submarkets. Ultimately, the calculator determines feasibility of each pipeline project given market rents in the submarket, as well as toggles to change the relevant policy parameters, allowing Metro to prioritize sites for development and select interventions for their joint development policy update.

Los Angeles County Affordable Housing Development and Preservation Support

HR&A supported the Los Angeles County ("County") Chief Executive Office ("CEO") in the creation of a comprehensive strategy to acquire land and buildings for the development and/or preservation of affordable housing in the County. The County Board of Supervisors, one of the most powerful groups of elected officials nationwide, allocated \$21 million to an Affordable Housing Acquisition Fund in 2019 and 2020. HR&A advised the CEO on the strategic deployment of these acquisition funds to address the County's ongoing housing affordability crisis. With the goal to identify properties that present opportunity for a meaningful scale of affordable housing development or preservation, Jenna worked with the CEO to determine a set of priority criteria for parcel selection, including unit cost, displacement risk, transit adjacency, density to value ratio, which guided Jenna's GIS analysis of a countywide data set of 2.5 million parcels and narrowed down to a shortlist of sixteen underutilized parcels suitable for acquisition and subsequent development or conversion for affordable housing.



Anna Gallicchio | Senior Analyst

Anna Gallicchio is a Senior Analyst based in San Francisco. Her work focuses on the intersections of affordable housing, building decarbonization, and economic development. Anna has worked on affordable housing plans and policies across the U.S. and brings a background in sustainable economic development and workforce development. Prior to HR&A, Anna worked as an AmeriCorps VISTA with Capital Clubhouse in Washington DC.

Pronouns: She/her/hers

Education

The George Washington University
Bachelor of Arts, Economics, and
International Affairs

Work Experience

HR&A Advisors, Inc.
Senior Analyst
2024

Analyst
2022 – 2023

Research Analyst
2021 – 2022

Capital Clubhouse, Inc.
Employment and Education
Coordinator AmeriCorps VISTA
2020-2021

Sustainable Partners, Inc.
Impact Investing Fellow
2020

Chamber of Commerce Foundation
Corporate Citizenship Center Intern
2020

Languages

Spanish (Proficient)

State of Michigan Housing Data Portal

On behalf of the Michigan Municipal League (MML), and in collaboration with the Michigan State Housing Development Authority (MSHDA), HR&A is developing a statewide housing dashboard to reach a broad group of housing stakeholders across the state with accessible data organized around the State's housing goals. HR&A is working with focus groups made up of local housing officials, state housing professionals, housing developers, advocates and others to define the product requirements and prioritize metrics and indicators to be included in the dashboard. Upon completion of the draft dashboard, HR&A will hold user testing with the focus groups to gather feedback and refine the dashboard.

Affordable Housing Strategy for Stamford, CT

Led the analysis for an Affordable Housing Action and Implementation Plan for the City of Stamford, Connecticut to actively address the potential economic, environmental, and social equity impacts to the city's affordable housing needs. Conducted a housing needs assessment to identify demographic trends and the gap in housing supply, particularly for a growing renting population. Assessed the efficacy of the existing below market rate program in achieving the City's affordable housing goals. Engaged with a local advisory committee to identify housing priorities and guiding principles to inform the strategy.

NOAH Preservation Study for Southern California

On behalf of Southern California Association of Governments (SCAG), reviewed existing conditions and trends amongst naturally occurring affordable housing (NOAH) in the six county region of Los Angeles, Ventura, Orange, Imperial, San Bernadino and Riverside. Explored the potential for NOAH preservation in Southern California. Described which NOAH units might be at risk of near-term conversion. Reviewed the NOAH preservation opportunity, in the context of the larger work of housing affordability in Southern California. Detailed the varying opportunities for NOAH preservation across the counties in the SCAG region. Identified potential solutions to overcome existing challenges to preserving NOAH properties in the SCAG region.

URA Implementation Roadmap and Housing Production Plan

On behalf of Pittsburgh's Urban Redevelopment Authority (URA), developed a multiyear Implementation Roadmap, to create a sustainable, mission-aligned plan for achieving URA's Organizational Strategy. As part of the Implementation Roadmap, created a 10-year Housing Production Plan. Prepared production scenario plans describing how the URA could focus the Housing Opportunity Fund and other funding sources to produce housing over the next ten years. To develop these scenarios, HR&A defined housing priorities and needs for the URA based on conversations with the URA's Executive Team and citywide housing needs. Reviewed and evaluated current housing programs at the URA and within the City of Pittsburgh. Based on this review, identified four potential program modifications to increase funding sources for URA housing programs, expand the supply of new and rehabilitated housing, and revise processes that increase program efficiency. These recommendations culminated in a final Housing Production Plan, which included target outputs and potential impact for housing programs, action steps to reach the potential impact, and case studies.

**Fairfax County Housing and Community Development PPEA
Underwriting Support for Fairfax County, VA**

As part of a real estate advisory on-call contract, supported the Department of Housing and Development for Fairfax County, VA (HCD) with underwriting and transaction support for affordable housing proposals involving county land and funding. Additionally, conducted financial due diligence for development proposals requesting the HCD's Blueprint Funds. Further tasks associated with this work will involve negotiating with development partners on the County's behalf, if requested. HR&A has evaluated twelve development proposals on behalf of HCD.

Transaction Assistance with Ability Housing in Florida

Supported Ability Housing on several LIHTC projects. Assisted in negotiating debt and equity with lenders and investors. Built internal staff capacity to negotiate with lenders and equity providers for more equitable outcomes that support Ability's mission. Advised on internal organization-wide framework for deal structuring that advances racial equity. Ability Housing is dedicated to providing safe, affordable housing for all those who need it, including some of the most vulnerable Floridians-- families and individuals who are experiencing or at risk of homelessness, seniors, veterans, and adults who have a disability – so that they can grow as contributing community members.

Amazon Housing Equity Fund (HEF) in Washington, DC and Nashville, TN

Supported program design and transaction support, implementation for Amazon's Housing Equity Fund, a \$2 billion commitment to preserve existing housing and create inclusive housing developments through below-market loans and grants to housing partners, public agencies, and minority-led organizations. Provided underwriting and transaction closing support for both preservation and new construction LIHTC deals in DC, Virginia, Maryland, and Tennessee.



Pronouns: He/Him/His

Education

London School of Economics & Political Science, MS, Urbanization & Development, 2017

University of California, Davis, BA, International Relations, 2016

Work Experience

HR&A Advisors, Inc., 2021 – Present

Raimi + Associates, Intermediate Planner, 2020-2021

MIG, Inc., Project Associate, 2018-2020

TODCO Group, Community Planning & Policy Analyst, 2017-2018

Aram Kamali | Senior Analyst

Aram is an economic and policy analyst supporting equitable development initiatives in cities across the United States. He combines rigorous analysis with strategic planning to address a variety of urban challenges, including housing affordability and economic inclusion. With an eye toward implementation, he focuses on developing pragmatic, equity-centered strategies that are firmly grounded in economic, fiscal, and political realities.

Prior to joining HR&A, Aram worked for three years as an urban planner, during which he consulted governments across the country on various community development issues. Earlier in his career, he also worked on an anti-displacement program for the City & County of San Francisco and performed extensive data analysis for the UC Berkeley Urban Displacement Project.

Transamerica Pyramid Economic & Fiscal Impact Analysis

HR&A worked with SHVO – a New York-based real estate developer – to prepare an impact analysis of its proposed redevelopment of San Francisco's Transamerica Pyramid and adjacent buildings. SHVO's nearly \$400 million investment will add roughly 20,000 square feet ("SF") of retail and food and beverage ("F&B") space, more than 50,000 SF of office space at 545 Sansome St., a half-acre park, and various tenant amenities in the Pyramid building. In addition to quantifying the economic and fiscal impacts that this project would generate, HR&A also estimated the number of annual visits that would result from the creation of a new park.

Social and Non-Energy Benefits Analysis of Clean Energy Act

HR&A is supporting the California Energy Commission (CEC) in measuring the land use, real estate, economic, and workforce impacts that would be generated by the State's energy transition. California State Bill (SB) 100 – also known as the Clean Energy Act of 2018 – requires all retail electricity sold within the state to be powered by renewable and zero-carbon resources by 2045. As CEC prepares to release several draft implementation pathways in mid-2024, HR&A is identifying metrics and methods that would measure the social and non-energy benefits that would accrue.

Church of the Future San Jose

HR&A supported the Joint Venture Churches of Almaden in evaluating the potential to develop a multi-purpose community hub on their property. HR&A conducted a market scan for community service space in the region, determined a suitable program for community-serving space on the site, and conducted a residual land value analysis to evaluate the program's financial feasibility. HR&A also examined the market and value associated with associated residential development. Ultimately, HR&A prepared four development scenarios that meet the Churches' goals. Subconsultant Urban

Field Studio conducted test fits and massing analyses for the scenarios. HR&A also outlined a development roadmap for the preferred scenario, with specific next steps the Churches can take to advance their vision for the site.

Baltimore TOD Investment Study

Supporting the preparation of a transit-oriented development (TOD) investment study for the Baltimore region, whose aim is to 1) identify near-term opportunities for Joint Development partnerships between MDOT and private developers, and 2) evaluate policies and tools that could strengthen TOD potential across the region. Analyzed real estate market conditions and scored each station area based on its relative TOD potential. Future tasks for this study include the development of high-level “test fit” concepts for three identified near-term opportunity sites. HR&A will conduct a financial analysis for each concept and analyze the ability of identified policy tools to strengthen project feasibility. Following the study, MDOT will be positioned to advance Joint Development solicitations for sites with demonstrated viability.

California Dream for All Program

As part of recently enacted AB 140, worked with the California State Treasurer’s Office (STO) to develop a framework for the California Dream for All Program – a policy framework that aims to make home ownership more affordable for lower and middle-income Californians by working with mortgage providers and home builders to encourage more entry-level homes and loans for these households. The Program would establish a state-sponsored fund which will cover a significant portion of the costs of a home purchase in exchange for partial ownership in the home, based on income eligibility. This fund is contemplated to blend private and public funds and provide shared appreciation mortgages.

West McNichols Corridor Strategy

On behalf of the Sinai-Grace Guild CDC and the West McNichols Business Association in Detroit, prepared a strategic investment framework for a stretch of West McNichols Avenue. The framework seeks to activate the corridor in partnership with nearby educational and medical institutions, and to increase economic opportunities for businesses and residents. Framework recommendations for priority projects and programs will unify current and future efforts of institutional, public, and private partners.

Los Angeles Downtown Community Plan Implementation Support

Worked with the Los Angeles Department of City Planning (LADCP) to support implementation of the Los Angeles Downtown Community Plan update. LADCP sought analytical support to inform the design and implementation of a mandatory inclusionary housing program, which was adopted in 2023 based largely on HR&A’s analysis. Provided additional support to LADCP by evaluating 1) affordability outcomes for live-work units, 2) establishment of an affordability requirement for adaptive reuse of commercial buildings, 3) displacement trends and potential protections for Downtown LA’s fashion industry, and 4) increases to residential linkage fee for affordable housing.



Tab C – Cost/Price Proposal



F. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

G. PRICING SCHEDULE

In order to be considered responsive to this RFP, Proposers shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered.

1. Labor classifications listed as 1 and 2, are detailed in Section D. Labor Classifications.
2. Position Title is to be the position title within the Proposer’s organization.
3. Proposers shall list fully burdened hourly rates for the labor classifications that most closely match the classifications listed in Section D. Labor Classifications.
4. All classifications described in this pricing schedule should be listed, whether services are performed by Proposer or by sub participation. Additional classification rates may be submitted later and included as part of the agreement resulting from this solicitation.

If additional space is required, a separate sheet may be attached marked “Additional Labor Classifications”. No other changes will be considered.

Labor Classification	Position Title	Year 1 - Fully Burdened Hourly Rate
1. Principal	Partner	\$ 440
2. Project Manager	Principal	\$ 325

H. SELECTION PROCESS FOR EACH ASSIGNMENT

There are two areas of real estate economics for which services are sought. Up to five Consultants will be awarded a contract and selected to provide services in each of the two areas of real estate economics. The City will maintain a list of Consultants for each area of economics. Consultants may apply for one or both areas of real estate economics. Consultants are selected for a given assignment based on the City’s needs. When the City has an assignment, the City will send a brief statement of the assignment to Consultants that are listed within the applicable area of real estate economics. Only those Consultants may submit a

Additional Labor Classifications.

The following 2024 hourly rates are guaranteed through December 31, 2024. Hourly rates may be escalated annually over the duration of the contract, with the annual escalation not to exceed 3% of the prior year's rate. Principal and Project Manager Labor Classifications can be found on G. Pricing Schedule. The project manager rate is an average rate of HR&A Partner and Principal Hourly Rate, and the Project Manager Hourly Rate is average of HR&A's rates for Director and Senior Analyst. ³

Additional labor classifications and further staffing detail can be found below.

Additional Labor Classifications:

Labor Classifications	HR&A Position Title	Year 1 - Fully Burdened Hourly Rate
Principal	Partner	\$460
Project Manager	Principal/Director	\$420
Project Manager 2	Director	\$370
Deputy Project Manager	Senior Analyst	\$280
Analyst	Analyst	\$225
Analyst	Research Analyst	\$180
Admin	Admin	\$105

Staffing Capacity Detail

Labor Classifications	HR&A Position Title	Assumed Commitment
Principal	Partner	10%
Project Manager	Principal	15%
Project Manager 2	Director	15%
Deputy Project Manager	Senior Analyst	25%
Analyst	Analyst	25%
Analyst	Research Analyst	25%
Admin	Admin	5%

³ For this type of Contract, our hourly blended rate, including analytical staff often ranges between \$260 - \$270.