

## Attachment 1

### CITY OF NEEDLES PROFESSIONAL SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this **13th day of August, 2024**, between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the “City”) and **The Concord Group** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

#### 2. RECITALS.

##### 2.1 Services.

The City solicited proposals to provide City of Needles and Consulting Services pursuant to that certain Request for Proposals, which is attached hereto as Exhibit “A.”

##### 2.2 Proposal

Consultant has made a proposal (“Proposal”) to the City dated **August 1, 2024** to provide such professional services, which Proposal is attached hereto as Exhibit “B.”

##### 2.3 Consultant.

City desires to retain Consultant to perform and assume responsibility for the provision of such services required by the City on the terms and conditions set forth in this Agreement. Consultant represents and warrants to City that Consultant possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 Professional Services. Consultant agrees to perform **the services described herein and in “Exhibit B”** (“Services”). All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Consultant designates **Richard M. Gollis, Principal** as Consultant’s professional responsible for overseeing the Services provided by Consultant.

3.1.2 Term. This Agreement shall become effective when executed and shall remain in effect until terminated as provided herein. Notwithstanding

anything to the contrary in this Agreement, this Agreement shall automatically terminate after one (1) year unless extended in writing by the Parties with the approval of the City Council of the City.

- 3.1.3 Conflict. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

### **3.2 Responsibilities of Consultant.**

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or by its employees under Consultant's supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and Consultant shall be solely responsible for managing and supervising its personnel and employees. Consultant shall further be responsible for all reports and obligations, including, but not limited to: social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in

the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the applicable standard of care. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-assigned to perform any Services to City.

- 3.2.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.4 Employment Eligibility. Consultant shall be solely responsible for obtaining Employment Eligibility Verification information from Consultant's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Consultant's employees are eligible to work in the United States.
- 3.2.5 CalPers. In the event that Consultant employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.
- 3.2.6 Drug-free Workplace Certification. By signing this Agreement, the Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 3.2.7 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local,

state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees, City personnel and third parties appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

**4. Indemnification; Insurance.**

**4.1 Insurance.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and made a part of this Agreement.

**4.2 Indemnity for Professional Liability.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

**4.3 Indemnity Other than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or the City for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

**4.4 Duty to Defend.** In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**5. Responsibilities of City.**

**5.1 Requests.** The City agrees to comply with all reasonable requests of Consultant and provide reasonable access to documents including objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, reasonably necessary to the performance of Consultant's duties under this Agreement. In order to facilitate Consultant's conformance with the performance schedule, the City shall respond to Consultant's submittals in a timely manner.

**5.2 City Representative.** The City designates the City Manager or his designee as City representative ("City Representative") with respect to the work to be performed under this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

**6. Fees and Payments.**

**6.1 Compensation.** City agrees to pay Consultant the amount of \$20,000. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Section 6, total fees and charges paid by City under this Agreement shall not exceed \$20,000 without approval by the City Council of City.

**6.2 Invoices.** Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall have the

right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to City's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly, and give notice to Consultant of the adjustment.

**6.3 Payment.** If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**6.4 Reimbursement for Expenses.** Consultant shall not be reimbursed for any expenses unless authorized in writing by the City Manager.

**6.5 Additional Services.** In the event Consultant performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

**6.6 Prevailing Wages.** Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest

arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

## **6.7 Accounting Records.**

6.7.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## **7. General Provisions.**

### **7.1 Termination of Agreement.**

7.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.

7.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished Documents and Data (as defined below), programming source code, plans reports and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

7.1.3 Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**7.2 Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Consultant: **The Concord Group**  
140 Newport Center Drive, Suite 210  
Newport Beach, CA 92660  
Attention: Richard M. Gollis, Principal

To City: **City of Needles**  
817 Third Street  
Needles, CA 92363  
Attention: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### **7.3 Ownership of Materials and Confidentiality.**

7.3.1 City Ownership. All documents and data (“Documents & Data”), including data on electric, digital or magnetic media, prepared by Consultant under this Agreement shall be the property of the City, except that Consultant shall have the right to retain copies of all Documents & Data for its records. The City shall not be limited in any way in its use of the Documents & Data at any time. Should Consultant, either during or following termination of this Agreement, desire to use any Documents & Data prepared in connection with this Agreement, Consultant shall first obtain the written approval of the City Manager.

7.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.



- 7.4 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 7.5 Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 7.6 Governing Law.** This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Any claims arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County.
- 7.7 Time of Essence.** Time is of the essence for each and every provision of this Agreement.
- 7.8 City's Right to Employ Other Consultants.** The City reserves the right to employ other consultants at any time for any purpose.
- 7.9 Assignment; Sublease; Transfer.** Consultant shall not assign, sublease, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 7.10 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 7.11 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 7.12 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver,

benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 7.13 No Third Party Beneficiaries.** The Needles Public Utility Authority and other City entities shall be intended beneficiaries of this Agreement. Otherwise, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 7.14 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 7.15 Improper Payment.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability.
- 7.16 Conflict of Interest.** For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.
- 7.17 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 7.18 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which

require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

- 7.19 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 7.20 Attorney Fees.** If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.
- 7.21 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 7.22 Contents of Request for Proposal and Proposal.** Consultant is bound by the contents of City's Request for Proposal and the Proposal. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Proposal. The incorporation of the Proposal shall be for the Services to be rendered and the price for such Services only, and any other terms and conditions included in the Proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

**[Remainder of the page intentionally left blank.]**

**SIGNATURE PAGE TO  
CITY OF NEEDLES  
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date and year set forth above.

**CITY:**

**CONSULTANT**

**CITY OF NEEDLES**

A municipal corporation and charter city

The Concord Group

A California \_\_\_\_\_

By: \_\_\_\_\_  
Janet Jernigan, Mayor

By: \_\_\_\_\_  
Richard M. Gollis, Principal

**ATTEST:**

By: \_\_\_\_\_  
Dale Jones, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John O. Pinkney, City Attorney

**EXHIBIT A**

**Request for Proposals**

**INFORMAL BID BY EMAIL**

**City of Needles, California**  
***Request for Proposals***  
**Project No. DS2401**  
**Housing Market Demand Assessment**  
**July 24, 2024**

**I. INTRODUCTION**

The City of Needles seeks proposals to conduct an assessment of the housing market demand in Needles, California. The purpose of the project is to determine market support for new rental and homeownership construction, broken down by a diversity of price points and type of unit/home. We will use the assessment to encourage developers to undertake new housing projects.

Interested firms are encouraged to discuss this RFP with us, as detailed below.

**II. BACKGROUND**

The City of Needles is located in eastern San Bernardino County and is immediately adjacent to the Colorado River along the border of California and Arizona. The Southern tip of Nevada is located within ten (10) miles of the Northern tip of the City limits of the City of Needles. The current population of Needles is 5,353 (January 1, 2021). The City encompasses about 31 square miles and is part of what is commonly referred to as the Colorado River Region which includes the Arizona communities of Lake Havasu City, Bullhead City, Fort Mohave (unincorporated) and Laughlin, Nevada. The community has Interstate 40 running through it (west to east) and Interstate 95 (north to south).

Target industries include retail, grocery, manufacturing, hospitality & food service, agriculture (cannabis-related), construction, real estate, professional, health care & social assistance. Our Economic Development Strategy is to work on business attraction, business retention/expansion, business start-ups, downtown revitalization, workforce, and housing, amongst other things.

**III. OBJECTIVES**

The goal of this project is to assess the market demand for the production of new home ownership and rental products. The market area for this demand assessment is the City Limits of Needles, CA and surrounding county areas served by City utilities.

The objectives of this RFP are:

- 1) Assess market support for rental housing development (new construction and renovation of underutilized properties) at various price points.

2) Assess market support for homeownership development (new construction and renovation of underutilized properties) at various price points.

3) Assess market demand for various types of rental and homeownership units and developments, such as condominiums, townhouses, duplexes, zero-lot line developments, pocket neighborhoods, and other creative ways that developers could balance costs of development with market price points. Rent to own development demand should be included in the analysis.

All assessments should take into account current and projected market conditions, and underway and announced development projects. Assessments should determine market demand within price segments based on household income strata. Assessments must be consistent with the City General Plan and Housing Element.

Having made progress in attracting recent rental housing developments, we are particularly interested in determining market support for workforce housing homeownership production, theoretically priced between \$175,000-275,000.

#### **IV. SCOPE OF WORK**

Consultants should detail their proposed the scope work in their proposals. The final product should be produced in PDF format; printed copies are not required. Consultants should include at least three meetings with our project team, all of which can be held virtually if desired. The Consultant should include a final PowerPoint presentation either virtually or in person.

#### **V. CONSULTANT QUALIFICATIONS**

We seek a consultant that have extensive experience in assessing housing market demand for developers, lenders and equity investors. Experience should include markets similar to Needles and experience in both rental and homeownership market assessment.

#### **VI. PROPOSAL REQUIREMENTS**

Proposals should be submitted in PDF format uploaded to PlanetBids and should be in a format allowing easy download and printing by the City. All pages should be 8-1/2" x 11" only, and easily printable and reproducible. Proposals received after the deadline will not be accepted and considered. **Proposals must be received no later than 3:30pm Pacific Standard Time, on August 7, 2024, via upload to PlanetBids at the following link:**

<https://vendors.planetbids.com/portal/57515/bo/bo-detail/119884>

**Questions must be received no later than 3:30pm Pacific Standard Time, on Thursday, August 1, 2024.**

The submittal should follow the order below and include, at a minimum the following information:

- A cover letter signed and dated by the person or an authorized representative of the organization making the submittal.

- A brief statement of your firm's understanding of the goals of this effort and of the services requested in this RFP.
- A brief statement of the history of your team, including relevant projects.
- A proposed work plan indicating how your firm proposes to perform the project as defined in your scope of work. This work plan should be detailed enough to demonstrate your familiarity with this type of project. It should include information on your firm's methodology for completing the scope of work requirements. It should include the firms or sub-consultants and individuals that will prepare each major task or work product.
- Qualifications of key individuals to be assigned to this project, their availability during the relevant time periods, and their recent experience on similar projects.
- Examples of at least three similar housing market demand assessments that your firm has completed.
- Preference will be given to consultants that provide references from at least three real estate developers, lenders, equity investors and/or economic development organizations that the consultant has recently provided housing market demand assessment services to.

Proposals must be signed by a representative authorized to bind the company. The City reserves the right to reject all Proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any Proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the firm who, in the City's sole discretion, is best able to perform the required services in a manner most beneficial to the City of Needles.

## **VII. PRICE**

The consultant will present lump sum budget for the work including any travel expenses.

## **VIII. CONSULTANT SELECTION**

Consultants that respond to this RFP will be evaluated and ranked. This evaluation will be based on the submitted proposals and, at the discretion of the Committee, on interviews with those consultants who appear to be particularly well qualified, as determined from their written proposals.

The consultants will be evaluated and ranked in accordance with the following factors, which are weighted as shown:

- The consultant's experience with similar projects (30%)
- The breadth of the consultant's experience, including the qualifications and availability of the key personnel who would be assigned (20%)
- The methodology and scope of services to be provided (30%)
- Cost (20%)

Negotiations will commence with the highest ranked consultant. Upon reaching agreement on a final work plan and price, the City of Needles will award the contract. If agreement cannot be



reached with the highest ranked consultant, negotiations may proceed with lower ranked consultant(s).

**IX. PROFESSIONAL SERVICES AGREEMENT**

An Agreement with the selected firm will be negotiated by the Office of the City Manager. The City shall require the Firm to bind itself to the City's Professional Services Agreement. Term of the Agreement will be for 6 months or until the study is completed.

**X. SCHEDULE**

This is a grant funded project and must be completed by December 31, 2024.

**XI. BUDGET**

\$20,000

**EXHIBIT B**

**Proposal**

**[Attached behind this page]**



# Proposal for Housing Market Demand Assessment (Project No. DS2401)

City of Needles, California

August 1, 2024

## **SUBMITTED BY:**

THE CONCORD GROUP  
140 Newport Center Drive, Suite 210  
Newport Beach, CA 92660  
P: (949) 717-6450 | F: (949) 717-6444  
Contact: [aes@theconcordgroup.com](mailto:aes@theconcordgroup.com)

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Attn: Kathy Raasch, Interim Development Services Director, City of Needles

This submittal is in response to the RFP for the City of Needles' Housing Market Demand Assessment (Project No. DS2401).

**The Concord Group** ("TCG") is excited to submit our proposal in response to the above-referenced RFP. We understand that the City of Needles is seeking an advisor to assess demand and market support for new rental and for-sale housing at a range of price points and product types. The City's goal is to leverage the assessment to encourage developers to undertake new housing projects in the City and in surrounding county areas served by City utilities.

Our team has extensive experience advising public agencies and private firms across the country, including hundreds of projects across Southern California. Importantly, we understand not just how to help cities and municipalities, but also how private developers and capital sources operate. We combine analyses of market and economic forces with our deep and broad experiences across markets and land uses to develop realistic, market-based recommendations and strategies that are married to the needs of the community. Our strategic recommendations are informed by our extensive work with private-sector builders and developers who operate in the region, including Toll Brothers, Pulte, Lennar, Brookfield, Greystar, and Mill Creek.

TCG and its principals have extensive relevant experience as demonstrated within this proposal, including on similar housing demand assessments for other municipalities. We appreciate being considered and thank you in advance for reviewing our proposed scope of work.

Best regards,



Richard M. Gollis  
Principal, The Concord Group



Adam E. Seidman  
Principal, The Concord Group

## INTRODUCTION AND COMPANY OVERVIEW

### THE CONCORD GROUP

The Concord Group (“TCG”) is among the nation’s leading real estate strategy consulting firms. We rely on incisive research, accurate interpretation of market trends and creative problem-solving built on decades of on-the-ground experience. Our firm was founded in 1995 as an LLC and is headquartered in Newport Beach, California. Since then we have expanded to include offices in San Francisco, Portland, Austin, Atlanta, and New York, with over 50 employees.

Each year, our team works on hundreds of engagements, including in communities across Southern California and the Southwest. We are one of just a few national firms that is called on by both public and private clients for real estate advisory services. Critically, our public agency clients rely on us to help them create plans and strategies that are developer- and investor-ready. We work extensively with private-sector builders, developers, and capital sources, and understand their needs and constraints. Our clients include some of the largest companies operating in the region, including Toll Brothers, Pulte, Lennar, Brookfield, Greystar, and Mill Creek.

A background in economic, market and financial analysis is TCG’s foundation for providing realistic, achievable advice. Our clients include landowners, developers, builders, financial institutions and public agencies. We collaborate with our clients through these core services:

- Market and feasibility research, including historical analysis and forecasting
- Land-use programming and phasing to maximize occupancy and absorption
- Highest and best use analysis through supply/demand and surplus/leakage projections
- Product segmentation, positioning and pricing strategy
- Financial modeling, including land residual, cash flow and profitability analyses
- Demographic and lifestyle trend forecasting
- Fiscal impact and sales tax revenue analysis

TCG provides guidance on a full range of land-uses and product types, including residential (affordable, workforce, and market-rate), commercial, resort/hospitality and mixed-use development. Our expertise ranges from infill and urban revitalization projects to suburban master planned community development to transit-oriented developments.

## TEAM AND AVAILABILITY

All project work will be conducted by The Concord Group. Principals Richard Gollis and Adam Seidman, who both have experience with similar housing assessments, will oversee project analyses and recommendations. Analyses and assessments will be conducted by staff in our Newport Beach office. All staff will have availability to work on this project during our proposed time frame for completion. Resumes of key personnel can be found on the following pages.

## TEAM RESUMES

### **RICHARD M. GOLLIS, PRINCIPAL AND CO-FOUNDER**

THE CONCORD GROUP



Richard M. Gollis is a co-Founder and Principal of The Concord Group. As a founding partner, Richard has crafted and cultivated the firm's unique approach to advisory services, integrating deep market knowledge with creative analytics to provide best-in-class solutions to a diverse range of clients.

Richard's expertise in strategic market analysis, development programming, transaction due diligence and valuation extends across all real estate asset classes. With a career in real estate spanning New England, Atlanta and Southern California, Richard offers an exceptional breadth of experience that makes him a trusted advisor to private- and public-sector clients alike. He works frequently with cities on solving complex development challenges in partnership with world-class developers and financial institutions.

Across the country, Richard has led TCG teams on projects that have positively influenced infrastructure and development patterns including: large scale master plans, new redevelopment in the urban core; redevelopment of suburban retail to mixed use; transit-oriented nodes, and corridor development plans.

Respected as a thought leader in real estate, Richard is often quoted in major publications and frequently sought after as a speaker at key industry events. Richard was elected a Trustee to the Urban Land Institute in 2012 and has been a Governor of the ULI Foundation since 2006. He is a founding Chair of the Suburban Development and Redevelopment Council comprised of national professionals leading the transformation of non-core cities to position them for long-term economic success. He is also a Past Chair of the Community Development Council and Juror for the Awards for Excellence and Chair/Past Chair of the Orange County District Council.

Richard serves on the Advisory Board of Jamboree Housing Corporation, a leading community development organization specializing in affordable housing. In addition, he serves on the Leadership Board of The Department of Urban Planning and Public Policy at the University of California, Irvine.

Education: BA, International Relations, Brown University



## TEAM RESUMES

### ADAM SEIDMAN, PRINCIPAL

THE CONCORD GROUP



Adam Seidman is a Principal of The Concord Group. He has over 17 years of experience advising developers, investors, public agencies, and financial institutions. Over the years he has worked closely on a diverse set of residential and commercial projects, including mixed-use urban infill developments, downtown redevelopments, master planned communities, and resort destinations. In every project, Adam keeps a focus on driving towards insights that can benefit his clients. In addition to managing consulting engagements, he leads training and staff development across all of The Concord Group's offices.

Adam has expertise in market, economic and financial analyses associated with existing properties as well as development opportunities. He has provided consultation to owners and operators of real estate on hundreds of projects regionally and nationally. His extensive experience in the industry provides invaluable insight for clients seeking to establish programming criteria that maximize the market and financial opportunity represented by their real estate holdings.

Outside of his client engagements, Adam is actively involved with the Urban Land Institute, participating in the Northwest's NEXT group. He has written a published case study in ULI's Real Estate Market Analysis book and has had articles published in Urban Land Magazine, Builder and Developer, California Real Estate Journal, and California Builder.

Education: Master in Real Estate Development, Portland State University,  
BA, Literature, Yale University (with honors)

## PROJECT EXPERIENCE AND REFERENCES

### **PROJECT: HOUSING MARKET DEMAND ASSESSMENT, GREAT FALLS, MONTANA**

Client: Great Falls Development Alliance and its Partners

Location: Great Falls, Montana

Team Members: Adam Seidman, Richard Gollis

Dates: 2021-2024

Client Reference: Brett Doney / CEO, Great Falls Development Alliance / (406) 750-2119 / bdoney@growgreatfalls.org

Responding to a Request for Proposals from the Great Falls Development Alliance (GFDA) and its partners, NeighborWorks Great Falls and the Great Falls Association of Realtors, The Concord Group completed a housing market demand assessment for the City and surrounding counties. Our scope of work included an assessment of key housing trends and demand drivers, including employment and demographic trends, for the MSA as well as for the broader 13-county region. Our work included an in-person visit to the market area and meeting with key stakeholders in the public, private, and non-profit sectors.

Based on the findings of our analyses and meetings, we:

- Provided an assessment of the current housing market
- Projected demand for rental and for-sale housing in the market area over a 10-year period
- Developed a menu of potential housing product types that would meet the forecasted demand across a range of income levels and housing preferences

We presented the findings of our original study to the client team, and then to the community and key stakeholders in a Housing Production Summit in March 2022. Our study and its findings were then used by the GFDA in discussions with prospective developers and builders.

In early 2024, we were asked by the client to provide an update to our Housing Demand Assessment, as market conditions had changed since the prior report. We presented the results of this update to the community in April 2024.



## PROJECT EXPERIENCE AND REFERENCES

### **PROJECT: HOUSING MARKET DEMAND ASSESSMENT, EASTERN IDAHO**

Client: Regional Economic Development for Eastern Idaho

Location: East Idaho

Team Members: Adam Seidman

Dates: 2022

Client Reference: Teresa McKnight / CEO, REDI / (208) 522-2014 / tmcknight@rediconnects.org

At the request of the Regional Economic Development for Eastern Idaho (REDI), The Concord Group completed a housing market demand assessment for 16-county Eastern Idaho region. Our scope of work included an assessment of key housing trends and demand drivers, including employment and demographic trends, for the region as well as for the various submarkets.

Based on the findings of our analyses and meetings, we:

- Provided an assessment of the current housing market
- Projected demand for rental and for-sale housing in the market area over a 5-year period
- Developed a menu of potential housing product types that would meet the forecasted demand across a range of income levels and housing preferences

We presented the findings of our study to the client team, and then to the community and key stakeholders in a Housing Symposium in August 2022. Our study and its findings were then used by REDI in discussions with prospective developers and builders.



## PROJECT EXPERIENCE AND REFERENCES

### **PROJECT: ECONOMIC AND FISCAL BENEFITS OF HOUSING DEVELOPMENT, BARNSTABLE COUNTY**

Client: Housing Assistance Corporation of Cape Cod

Location: Barnstable County, Massachusetts

Team Members: Adam Seidman

Dates: 2022-2023

Client Reference: Alisa Magnotta / CEO, HAC / [alisa@haconcapecod.org](mailto:alisa@haconcapecod.org)

At the request of the Housing Assistance Corporation of Cape Cod (HAC), The Concord Group completed an analysis of the benefits of housing development in the 15 towns that comprise Cape Cod, in Barnstable County, MA. Our scope of work included an assessment of key housing trends and demand drivers, including employment and demographic trends, for the region as well as for the various submarkets. We analyzed demand across the spectrum of rents and price points, with a focus on the lack of affordable options in the region and the impact on the labor and employment markets.

Based on the findings of our analyses and meetings, we:

- Provided an assessment of the current housing market, including key housing affordability metrics
- Analyzed the economic and fiscal benefits of housing development
- Summarized the impacts and costs of doing nothing to spur new housing development

We presented our findings of our original study to the client team in October 2022. Following this study, our team was asked to analyze additional aspects of the region's housing trends, including the impact of short-term rentals on housing affordability. Our study and its findings were then used by HAC in their advocacy efforts in support of housing development.

## APPROACH

We propose the following scope of work to meet the City's objectives:

### PROJECT KICK-OFF

1. Participate in a kickoff meeting with your team to confirm project objectives and review relevant reports, documents, plans, etc.
2. Determine market area(s) and relevant submarkets to be analyzed

### MARKET ASSESSMENT

3. Analyze relevant socioeconomic and demographic data for the above defined market areas, and analyze relative to demand for housing, including:
  - a. the drivers of the economy and related employment growth;
  - b. population and household growth trends;
  - c. age/income distribution;
  - d. "shift share" of industries and wages
  - e. commuting patterns;
  - f. local school performance;
  - g. housing cost metrics
  - h. rent vs ownership parameters and cost structure
  - i. lifestyle profiles; and
  - j. other indicators, as necessary.
4. Assess 5- and 10-year housing demand in the Market Area using most-recent demographic and employment projections, income qualification hurdles, buy versus rent trends, etc.
  - a. The demand profile will cover all affordability levels and corresponding rental rates and price points.
  - b. Area Median Income (AMI) levels will be correlated to housing costs for rental and ownership products.
5. Survey selected sample of competitive and comparable projects across the range of market segmentation: affordable workforce, and market rate.
  - a. Projects will be analyzed with regard to location, developer, date of development, product mix, absorption history, product type, square footage and price/rent ranges (whole unit and by bed), premiums, absorption pace and the amenity program, if any, that supports it.
  - b. Assess relative positioning of workforce versus luxury segments, and rents/prices from Class A to B to C.



## APPROACH (continued)

6. Identify major planned or proposed residential and commercial projects within the Market Area and projected timing of delivery.

### HOUSING DEMAND PROJECTION

7. Provide projections for current and future supply and demand balance including total pipeline, location of future competition, market carrying capacity (demand).

- a. Analyze the distribution of wages and household incomes relative to AMI, identifying/defining underserved workforce-housing market segments.
- b. Analyze metro and submarket-level demand by rent/price points, evaluating the disconnect between product deliveries and housing demand across affordability levels and resident types.

8. Evaluate all of the above and provide a “housing opportunity menu” to outline the prospective demand and target market segments, and recommend a product market matrix of products that meet the demand, including

- a. Densities and types (attached, detached, lot sizes and configurations).
- b. Unit types (bed/bath configurations), sizes and mix.
- c. Amenities.
- d. Prices and rents with an emphasis on the target price points/rent levels.

### COMMUNICATION OF RESULTS

9. In a working session with your team, discuss our findings, conclusions, and recommendation for the site. This discussion will be supported by tables, graphs, maps, etc., as necessary for communicating the study results.

10. Following the working session, and incorporating its discussions, we will finalize the recommendations in a written summary, with supporting documentation, suitable for presentation to stakeholder groups, prospective developers/builders and investors.

## FEE AND TIMELINE

### **TIMELINE**

Our proposed scope of work will be completed in approximately six (6) weeks the first working session meeting.

### **FEE**

The total professional fee required is \$20,000, including all costs.

### **MEETINGS**

Meetings are assumed to take place virtually (i.e. via Zoom).

**EXHIBIT C**  
**Insurance Requirements**

**Time for Compliance.**

Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

**Minimum Requirements.**

Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- i. **General liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
- ii. **Automobile liability.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iii. **Professional liability (errors & omissions).** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.
- iv. **Worker’s Compensation.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).



## **Other Provisions or Requirements**

- **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.
- **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.
- **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- **City Approval.** All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant

or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

- **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- **Additional insured status.** All policies required herein shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies.
- **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- **City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving

the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

- **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.