

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

RRM DESIGN GROUP

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
RRM DESIGN GROUP**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2022 by and between the CITY OF CARSON, a California municipal corporation (“City”) and RRM DESIGN GROUP, a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Four Hundred Nineteen Thousand Nine Hundred Thirty-Two Dollars (\$419,932)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jami Williams	Project Manager
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be John Raymond, Assistant City Manager – Economic Development, or such other person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of

Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include

coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for

assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “non-interests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj, rjl]

CONSULTANT:

RRM DESIGN GROUP, a California corporation

By:_____

Name:

Title:

By:_____

Name:

Title:

Address: 32332 Camino Capistrano, Ste. 205
San Juan Capistrano, CA 92675

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
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<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Task 1.a: General Study Analysis

1. Project Initiation.
 - (a) Project Kickoff Meeting and Virtual Site Tour. The project team will meet with City staff via an online platform to establish a mutual understanding of the key issues and discuss the scope of work, roles and responsibilities, key stakeholders, staff expectations and project timeline. The team will also lay out significant project milestones, meeting times and deliverable targets. Consultant will also conduct a virtual site tour to gain additional insight related to recent development projects, issues, and ideas for the Downtown.

2. Community Assessment, Workforce and Educational Institution Analysis
 - (a) Review of City Documents. At the outset of the assignment, the project team will thoroughly review all existing City documents/resources relevant to the Economic Development Strategic Plan (EDSP) process.

 - (b) Compile and Analyze Key Datasets (Community Assessment). TNDG will compile background information from a range of public and private data sources, including the following:
 - (i) US Census / American Community Survey (ACS)
 - (ii) Southern California Association of Governments (SCAG)
 - (iii) Los Angeles County Assessor’s Office
 - (iv) California Department of Finance (DOF)
 - (v) California Department of Tax and Fee Administration (CDTFA)
 - (vi) California Employment Development Department (EDD)
 - (vii) US Bureau of Labor Statistics (BLS)
 - (viii) Commercial/industrial real estate market data (CoStar)
 - (ix) EMSI (for existing and projected employment, by detailed industry and occupation)

- (c) Where appropriate, demographic and economic data will be evaluated at multiple levels of geography (City, county and state) to allow for the comparison of local conditions to reference-area benchmarks. In addition, TNDG will customize the study geographies to reflect Carson's strategic market position vis-à-vis the South Bay and Gateway Cities subregions of Los Angeles County.
- (d) ***Workforce and Educational Institution Analysis.*** TNDG will use a variety of public and proprietary data sources to identify key trends and opportunities in the local/regional workforce. The analysis will look both at the labor force overall and also the labor force demands of the key targeted industries identified during the course of the project:
 - (i) ***Overview of the local labor market.*** In addition to basic labor force trends such as labor force size and participation, TNDG will examine factors that shed light on workforce quality, such as educational attainment. TNDG will also consider the types of jobs currently available in Carson and the types of jobs that will be in greater demand in the future. The TNDG team will analyze trends in occupations by reviewing changes in occupational employment and wages using the most detailed (6-digit) Standard Occupational Classification (SOC) data. The analysis will include a review of occupational shifts. Further, the analysis will utilize tools like O*Net to identify the demand for educational attainment and skill levels for workers in each occupational category.
 - (ii) ***Analyze the current and future labor force needs of Carson's targeted industry clusters.*** Particular attention will be placed on the workforce needs of the targeted clusters identified during the course of the EDSP process. Industry-occupation staffing patterns will allow us to identify the most prevalent occupations in each of the target industries. Hiring and training challenges differ depending on the occupation. As a result, Consultant will highlight the high, middle, and low-wage jobs associated with each targeted industry cluster. Understanding the key areas of growth can help the City (and its workforce development partners) better focus the workforce development resources to support the industry attraction program.
 - (iii) ***Educational institution analysis.*** Since many of the in-demand jobs will require post-secondary education and training, the project team will review key education and training assets to assess how well they are meeting these

training needs in the targeted industries. Using program completion data drawn from the US Department of Education's Integrated Post-Secondary Education Data System (IPEDS), the project team will highlight the graduates completing programs from post-secondary educational institutions that are most directly relevant to the targeted industry clusters.

- (iv) ***Produce workforce profiles for Carson's targeted industry clusters.*** Using the labor market data described above, the project team will produce one to two page workforce profiles for each targeted industry cluster. These profiles will identify data related to the cluster's growing and in-demand occupations, the range of jobs by educational attainment levels, major employers, relevant education and training providers and their capacity to provide workers. These profiles will also show wages for key occupations and compare wages in the region to California and the United States.

3. Cluster, Location Quotient, Target Industry and Operational Analysis

- (a) HVS will analyze the potential impact to Carson of events in surrounding arts and entertainment venues and tourist attractions in the area and the impact of events held within the City. This will include major sporting or entertainment events and the impact of expanding or incentivizing the development of arts venues or programs in the City. This will be a broad qualitative analysis and not a quantitatively economic impact analysis.
- (b) The TNDG team will use multiple approaches—some traditional, others more innovative—to identify Carson's competitive economic strengths.
- (c) ***Identify Sources of Competitive Advantage.*** This task will identify the industry clusters that offer growth and development opportunities. Among the more traditional approaches, location quotients and shift-share analyses can identify industries with the market potential for growth. Location quotients can help uncover industries where Carson may have a distinct competitive edge. By itself, location quotient analysis is not sufficient to offer meaningful targets of opportunity for economic development. Shift-share analysis augments the analysis by identifying industries that show local competitive advantages that can potentially be attributed to the region's characteristics. Shift-share analyses can also identify industries that may require actions to enhance regional competitiveness.

- (d) **Analyze Industry Clusters.** More sophisticated cluster analysis—which will allow the team to consider groups of linked and interrelated industries—can be further used to detect sources of regional competitive advantage. The analysis will include assessing which clusters have significant gaps in supply chain and workforce pipeline, represent emerging opportunities, offer clear strengths, or represent mature and/or declining clusters based on a categorization scheme that involves looking at employment, wages, relative cluster specialization, and diversity of the cluster’s industry mix. Based on these data and the TNDG Team’s existing understanding of the regional (Southern California) economy, the analysis results will be summarized to identify key implications for economic development.

4. Tax Generation Analysis

- (a) The tax generation analysis (including an assessment of long-term revitalization/repurposing options for the South Bay Pavilion at Carson) will be addressed in tandem with the real estate demand forecasts described under Task 2 below.

5. Base Mapping and Existing Conditions

- (a) **Base Map.** The project team will work with City staff to collect and review relevant digital and GIS data to prepare a project-based map. The information will include City-provided data, an analysis of the study area’s potential issues, opportunities, constraints, and challenges. This scope of work assumes GIS parcel, zoning, right-of-way, land use, ownership and infrastructure data are available from the City. The base mapping will provide the foundation for the existing conditions analysis, the community outreach exhibits and planning exhibits for the EDSP. A digital copy of the base map will be provided to the City for review and reference.
- (b) **Existing Conditions Analysis.** Consultant will collect and review data relevant to the EDSP, including relevant and available components of the draft General Plan, Zoning Code, Housing Element, development projects, and other relevant materials that have a bearing on the effort. In addition, the team will perform baseline research into the City’s infrastructure, planned and existing. Consultant will characterize the City’s traditional infrastructure (e.g., transportation, electricity, broadband/telecommunications) and the City’s green infrastructure, including the City’s urban forest, parks/meeting space, and water resources. Consultant will perform preliminary mapping of the City’s infrastructure and identify areas of critical infrastructure.

6. SWOT Summary (value-added task)

- (a) As part of Task 1.a, the project team will prepare a comprehensive strength-weakness-opportunity-threat (SWOT) summary to guide the subsequent strategy formulation tasks.
- (b) The SWOT analysis will be based in part on direct input from key local stakeholders. As such, the SWOT review will be closely coordinated with the initial stages of the team’s stakeholder outreach process. The SWOT summary will consider the following issue categories:
 - (i) Geographic setting (including topography, climate, resources, etc.)
 - (ii) Proximity to larger economic regions
 - (iii) Demographic makeup (existing and projected)
 - (iv) Workforce availability and skill levels (for the City and the larger “commute shed” region in which it is located)
 - (v) Workforce commute patterns (for residents commuting out of City and workers commuting into City)
 - (vi) Education system
 - (vii) Existing economic base (e.g., a mix of industry types)
 - (viii) Existing land use conditions and available land for development/redevelopment
 - (ix) Infrastructure conditions and capacity (including transportation access and broadband service)
 - (x) Housing availability and affordability
 - (xi) Quality of life
 - (xii) Community image
 - (xiii) Resident/community attitude towards growth
 - (xiv) Regulatory environment (local and state level)
 - (xv) Economic development partnerships (public and private)
 - (xvi) Economic development incentives
- (c) The SWOT summary will identify the core strengths and opportunities that Carson can leverage for desired economic growth

and prioritize these opportunities to allow a strategic approach to marketing the community. Concerning weaknesses and threats, the SWOT will distinguish between issues that can realistically be mitigated and issues that are likely to be permanent constraints (thereby helping to define types of economic growth that are not realistic targets for the City).

B. Task 1.b: Organizational Assessment

1. This task will result in a recommended organizational structure for the City's economic development program, including specific parameters such as staffing budget, and resource allocations. Where appropriate, the recommended organization structure will be positioned to achieve maximum leverage of City resources through partnerships with private and regional economic and workforce organizations.
2. TNDG will analyze the City's current economic development operations, including but not limited to organizational structure, departmental capacities, staffing, etc. The team will compile information from a variety of sources, including work plans and activity reports for the City's economic development functions and interviews with key informants both within the City and from external partner organizations.
3. As another basis for the organizational recommendations, TNDG will undertake a benchmarking analysis of economic development programs in comparably positioned communities in California. This process will focus on identifying best practices and "aspirational models" potentially relevant to Carson. The benchmarking analysis will include the following steps:
 - (a) In consultation with City staff, identify a list of benchmark places/programs to be included in the comparative assessment (six to eight external places would be included in the analysis).
 - (b) Profile the specific program elements/factors or "best practices" to which their effectiveness can be attributed.
 - (c) Summarize program/organizational elements from the benchmark locations that are most applicable to Carson.

C. Task 2.0: Real Estate Demand Forecasts

1. *As background to area-specific planning (e.g., Tasks 2.a, 2.b, 2.d, and 2.h below), TNDG will prepare Citywide (and subarea) real estate demand forecasts for the various land uses of interest to the City.* Utilizing the datasets compiled in Task 1.a, TNDG will prepare customized versions of its real estate demand forecasting models. These models project future opportunities for local economic development based on anticipated population, employment and tourism growth. The models consider the

existing and future demographic makeup of the City’s resident population and potential consumer demand from regional residents and visitors. The models address the following land uses:

- (a) Industrial/R&D space
 - (b) Office space
 - (c) Retail restaurant space
 - (d) Market-rate housing
 - (e) Mixed-use development
 - (f) HVS will complete hotel demand analysis in Task 2.d below
2. Concerning retail/restaurant businesses, the TNDG demand model will identify specific opportunities for additional facility development (or new retail/restaurant tenancies in existing space) in Carson. The model first evaluates existing retail attraction patterns (comparing potential demand to actual existing sales) and then estimates the portion of the existing sales attraction that could realistically be retained given the increasing impacts of online sales. The model also forecasts future demand growth based on projected increases in local/regional population, employment and tourism.
3. Potential demand for new retail businesses are expressed in terms of square feet supportable by major retail category, e.g., apparel, home furnishings, specialty, general merchandise, grocery, restaurants, hardware, etc.).
4. The “bottom line” findings of the real estate demand analyses will be expressed in terms of square feet of supportable buildout space by land use (over a 10-year forecast horizon). The supportable building square footages will also be translated to land/site acreage requirements for planning purposes (with these numbers derived on a citywide basis and then allocated by subarea to support the area-specific planning tasks).
5. ***Tax Generation Analysis.*** Using the real estate demand forecasts as a starting point, TNDG will evaluate potential options for the City to retain and expand local sales tax generation. In particular, TNDG will:
- (a) Evaluate global retail industry trends affecting long-term development options in Carson.
 - (b) Identify specific “brick and mortar” retail development opportunities for Carson, which might involve consolidation and/or partial purposing of older shopping centers.

- (c) Evaluate options (as part of the industrial market analysis) for new sales tax generation via e-commerce and fulfillment activities.
- (d) Assess subarea-specific retail supply/demand conditions in key Carson to define retail development strategies for key neighborhoods/business districts.
- (e) Evaluate options (including partial repurposing with mixed-use development) for long-term repositioning of South Bay Pavilion at Carson.

D. Task 2.a: Development in the Industrial Areas

- 1. The project team will assess existing development in industrial lands and identify potential opportunities for industrial reuse and public-private partnerships that can assist the City with managing any potential environmental liabilities preventing reuse of the lands for other uses (e.g., commercial, retail).

E. Task 2.b: Commercial/Retail/Office Development

- 1. In support of the City’s goal to increase the amount of retail and commercial development in Carson, both to increase the shopping choices for community residents and to generate sales tax for the City, Consultant will evaluate existing development in designated commercial/retail/office lands and identify underutilized parcels where additional capacity is viable through existing zoning or potential changes in zoning.
- 2. The analysis will consider the following:
 - (a) Status, Challenges and Opportunities for Neighborhood Commercial (land use and economic concerns), especially with regard to land use patterns affecting retail development.
 - (b) Grocery and restaurant development and opportunities, particularly with regard to strategies to affect “food deserts” in parts of the community.
 - (c) Buxton Data and identified gaps in the retail market and retail leakage to surrounding communities.
 - (d) Analysis of South Bay Pavilion and its challenges and opportunities with regard to regional retail competition as well as ownership and reciprocal easements and tenant rights over the site Evaluation and truth-testing (as part of the community engagement task) the community’s acceptance and regulation of fast-food drive-thrus, convenience stores, discount/dollar stores, and other controversial retail uses.

- (e) The retail opportunity presented on the Cal Compact Landfill with the stalled Los Angeles Premium Outlets and the Carson Country Mart projects.
- (f) Hybrid commercial/fulfillment opportunities in existing retail spaces.
- (g) Development of Avalon Boulevard as the Corridor linking CSUDH, Dignity Health Sports Park, Creek at Dominguez Hills, and South Bay Pavilion to the Los Angeles Premium Outlets and the Carson Country Mart and the major residential development in the “Downtown core.”

F. Task 2.c: Tourism Development, Arts Development, Entertainment, and the Visitor Economy

1. HVS will analyze existing arts-related and tourism-related events and attractions and provide recommendations on how to capitalize on opportunities these events create. HVS will analyze and provide an estimated economic impact for events that could be held within the City, including concert series, arts festivals, food festivals, sporting events, and community/cultural festivals.
2. The focus will be given to recommendations to increase visitation to Carson from Super Bowl LVI, occurring at SoFi Stadium in nearby Inglewood in 2022 and the 2028 Los Angeles Olympics. With five Olympic events being held in Carson, the team will provide guidance on which infrastructure and improvements to develop to facilitate the Olympics in Carson (e.g., transit improvements, beautification housing) that will also offer lasting benefits to the community.
3. HVS will assess the existing lodging market supply and demand in Carson, compile data on the historical performance of the local lodging market, and estimate future room night demand in the market. HVS will identify potential new lodging supply in the market area and provide a 10-year forecast of hotel supply, demand, and room revenue. This analysis will assess the need for additional future hotel development in Carson. HVS will identify strategies, including potential incentive programs, to incentivize hotel development in the City. This analysis will include the demand for limited-service hotels, boutique hotels (if any), and full-service hotels and identify potential locations in the City most appropriate for future hotel development.

G. Task 2.d: Residential Development and Housing

1. Consultant will review materials developed as part of the Housing Element Update other studies to conduct a supplemental analysis identifying where the City may have the capacity for additional units or density. This task will

vet opportunity sites where additional units could be accommodated from the changes in zoning or other potential strategies. Consultant will use the inventory of the current site from the Housing Element (or more current information if available) as a starting point and work with the City to determine which sites are potential redevelopment opportunities.

2. The analysis will include recommendations on areas of focus, provide examples of other successful projects in other communities, and identify resources that may be available to incentivize the appropriate development as follows:
 - (a) Development of market-rate housing – ownership
 - (b) Development of market-rate rental housing
 - (c) Development of middle-income and affordable housing
 - (d) Development of transitional/supportive and affordable housing
 - (e) Preservation and protection of mobile-home park residents

H. Task 2.e: Workforce Analysis/Development

1. TNDG’s approach to the workforce analysis is described under Task 1.a above. The recommended strategic approach to workforce development will be included as a core element of the Implementation Plan (Task 3.c below).

I. Task 2.f: Small Business Assistance, Entrepreneurship, and Incentives

1. TNDG will inventory and evaluate existing small business and entrepreneurial development programs available in Carson (including City programs and resources available through other organizations). This assessment would intend to define a comprehensive approach to providing small business assistance and entrepreneurial development support, with the City serving in a “clearinghouse” capacity. The recommended approach would be aligned with the target industries and other strategic opportunities identified in the EDSP process. The following types of programs, resources and incentives would be considered:
 - (a) Access to capital (loans and grants)
 - (b) Technical assistance
 - (c) Small Business Development Center (SBDC) resources
 - (d) CSUDH Small Business Incubator

- (e) South Bay Workforce Investment Board (SBWIB)
- (f) Façade improvement programs
- (g) Business Improvement Districts (BIDs)

J. Task 2.g: University Partnerships and Programs

1. Based on the selected target industries and other tactical priorities for Carson, TNDG will identify potential university partnerships to support the implementation of the EDSP. This task will include a priority focus on Cal State Dominguez Hills, but will also consider other regional universities with specialized programs/institutes of particular relevance to Carson’s economic development opportunities.
2. This task will include the following steps:
 - (a) Meet with CSUDH representations (including South Bay Economic Institute and other relevant departments) to identify potential opportunities for expanded/improved collaboration with the City around target industries, workforce development, entrepreneurial support, etc.
 - (b) Inventory programs/institutes at other regional universities potentially relevant to Carson’s strategic priorities.
 - (c) Identify potential organizational linkages to key university-based programs.

K. Task 2.h: Creation of a “Downtown” Carson

1. While Carson does not have a traditional older, walkable Downtown, there is potential to create a future Downtown core building off of the existing “bones” (City Hall and the Community Center, the Doubletree Hotel, the Renaissance at City Center, Veo, and Union South Bay) existing today including established mixed-use development in the area immediately around City Hall, the South Bay Pavilion, the District at South Bay (157-acre landfill project), and the development at Carson and Avalon:
 - (a) Identify urban design enhancements
 - (b) Identify opportunities for creative use of public space
 - (c) Integrate the Carson Street Master Plan with development on Avalon north of Carson Street
 - (d) Integrate development of Mixed-Use, Mid-Rise Development on Avalon (Imperial Avalon/Kott Property)

- (e) Address displacement issues relative to mobile home parks in this area
 - (f) Link the South Bay Pavilion and north of 405 development as well as the Cal Compact Landfill Development (Carson Country Mart).
2. ***Vision.*** Consultant will develop an implementable vision to incentivize a coherent, walkable downtown area in the future that is market-driven, informed by the existing conditions analysis, and based on City staff, City Council, the community, and stakeholders' input. The Vision Statement and Objectives will:
- (a) Articulate the future vision for Downtown
 - (b) Respond to area-wide assets, issues, and opportunities
 - (c) Build on the Housing Element Update and available General Plan Update content
3. ***Key Downtown Concepts.*** Consultant's planners, urban designers, architects, landscape architects, and engineers will generate realistic concepts that consider development, placemaking, and design opportunities and constraints. As part of this task, an important consideration is the coordination and alignment of key concepts with other concurrent housing-related efforts, such as the Housing Element Update. The key concepts will likely include:
- (a) Potential infill housing opportunities
 - (b) Recommended land use/zoning changes
 - (c) Urban design frameworks such as building placement, form, height and densities
 - (d) Mobility, parking, and streetscape concepts and beautification strategies
 - (e) Sustainable Streets opportunities to implement green infrastructure/low impact development (LID) for stormwater treatment and multi-modal transportation elements
 - (f) Considerations for autonomous (self-driving) vehicle integration
 - (g) Opportunities for creative use of public space
 - (h) Integration of the Carson Street Master Plan with development on Avalon north of Carson Street

- (i) Opportunities for development of Mixed-Use, Mid-Rise Development on Avalon (Imperial Avalon/Kott Property)
 - (j) Addressing displacement issues relative to mobile home parks in this area
 - (k) Linking the South Bay Pavilion and north of 405 developments as well as the Cal Compact Landfill Development (Carson Country Mart)
4. **Visualizations.** Consultant will also prepare up to three-character sketches or before and after visual simulations of the Downtown to illustrate key concepts. Consultant will coordinate with staff on the content of these renderings and desired locations.
 5. This task assumes no technical data collection (e.g., traffic counts, water quality sampling, pavement condition index analysis, etc.). It will utilize desktop research, City-provided data, and the Project Team’s applicable proprietary data and experience.

L. Task 2.i: Location and Infrastructure

1. Catalyst and Consultant will review the City’s Climate Action Plan, green infrastructure, including its urban forest and vegetated areas, that can provide ecosystem services and subsequently improve the quality of life in Carson. With the effects of climate change taking hold, hotter summers need to be abated with increased tree canopy to serve as a carbon capture resource and heat shield. Consultant will review the City’s plans for urban forestry maintenance (i.e., trimming, watering) and provide recommendations for reducing water consumption, improved stormwater management/reuse, and bolstering overall sustainability in the City. Consultant will assess potential funding opportunities and partnerships to help achieve these goals.
2. Consultant will also review the City’s traditional infrastructure, Bike Master Plan, FEMA Floodplain Maps, StreetSaver program, Capital Projects, and other City-provided infrastructure studies, planning documents, and GIS files as these elements serve an established, central role in serving the existing business community as well as setting the stage for future economic growth. Consultant will look for opportunities to be efficient utilizing existing research and incorporating previously planned projects into its analysis and recommendations, identifying hazard-prone areas (earthquake, flood fire using USGS, FEMA, and other publicly available and City-provided documents).
3. It is recognized that the City entered an agreement with the South Bay Fiber Network to lease a 1.7-mile section of conduit along Carson Street for the installation of backbone fiberoptic lines to connect to a regional fiber optic

network. Consultant will also recognize that the City does not operate either municipal water or sewer service.

4. Catalyst will develop strategies for industrial reuse or redevelopment, emphasizing potential public-private partnerships that can assist the City with managing any potential environmental liabilities preventing reuse of the lands for other uses (i.e., commercial, retail). Potential funding sources via brownfield or greyfield programs administered by the federal and state governments will be assessed for applicability. These programs are excellent ways to share the liability of redevelopment projects and can turn a troubled property into a community asset.
5. Consultant will assess aging retail and residential areas and sites with potential constraints and prepare a map that illustrates high-priority and low-priority candidate zones.
6. This task assumes no technical data collection (e.g., traffic counts, water quality sampling, pavement condition index analysis, etc.). It will utilize desktop research, City-provided data, and the Project Team's applicable proprietary data and experience.

M. Task 3.a: Community Involvement Plan

1. Consultant believes an effective community outreach program creates confidence in the planning process, promotes broad-based understanding and consensus, and reflects the community's interests and needs. Consultant also believes every project and every community deserves a customized approach to maximize success. Consultant will work with City staff to develop, refine and customize an effective outreach process, including community workshops, to build collaborative interest and consensus in the project given the diverse group of stakeholders with conflicting needs and expectations.
2. ***COVID-19 Flexibility.*** Consultant has experience with several strategies and approaches for COVID safe community engagement. Consultant can help City navigate this as it rapidly changes. These include online platforms to engage the community, online meetings and interactive charettes, videos to update and present concepts, online surveys, to robust website presence.
3. ***Social Media/Online Engagement Project Website, Social Media, and Project Collateral.*** Consultant will leverage existing online resources, including social media platforms, and determine how new resources can augment online outreach efforts. Consultant will work with staff to set up a project webpage and provide up to four email/social media project updates and companion graphics for City distribution. Consultant will also prepare a graphically oriented and easy-to-understand informational flyer to provide

an overview of the project, City contact information, and additional project-related information.

4. ***Online Questionnaire/My Social Pinpoint Development.*** Consultant will develop an online questionnaire and/or My Social Pinpoint survey to gather public input. The My Social Pinpoint survey tool is an interactive mapping tool that allows stakeholders to pinpoint their comments or concerns regarding the EDSP. While this platform's main feature is the mapping component, a traditional multiple-choice survey can also be incorporated. This survey platform is available on desktop, mobile and tablet devices. The team will ensure the platform is public focused with no technical jargon and easy for the public to use and provide comments.
5. ***Stakeholder Interviews and Focus Group Meetings.*** Consultant will conduct a series of stakeholder interviews to solicit input from individuals or interest groups. The interviews involve a series of half-hour to one-hour confidential meetings (held via video/teleconference). Consultant will collaborate with City staff to identify stakeholders. Stakeholders could include City government elected officials and staff, previously established ad hoc committees and specific City boards and commissions, arts and cultural organizations, citizens and landowners, business owners, developers, realtors, and retail merchants, Chamber of Commerce members and other business representatives, education leaders (K-12, higher education, especially LAUSD and CSUDH), and special event organizers and entertainment venue operators.
6. ***Community Workshops.*** Consultant will prepare for and facilitate up to three community workshops/charrettes/open houses throughout the project. The first workshop will be structured to encourage dialogue and participation to identify key issues and opportunities. A second workshop will be in a design charrette format focusing on the Downtown. Consultant will solicit community brainstorm ideas and solutions and weigh in on the design concepts. Consultant will also facilitate a workshop/open house to review the public review draft EDSP. Consultant envisions this workshop to be conducted open house style with several information stations or breakout rooms that address specific project components. Participants will be encouraged to provide feedback using interactive and engaging exercises. This workshop and the feedback exercises can be designed for an in-person or virtual meeting.
7. ***Council Study Session.*** Early study sessions with the Council can provide the team with insight into Council priorities and interests as Consultant develops the plan. The project team will prepare for and facilitate a study session with City Council to provide an overview of the process, share the input received from the community engagement to date, and foster feedback and direction for the EDSP.

N. Task 3.b: Meetings and Project Coordination

1. **City Meetings.** Up to six one-hour meetings with the project team are also included to provide opportunities for discussions on organizational, technical and substantive issues and ongoing review and discussion of drafts with City staff. Meetings associated with public input meetings to review issues and obtain general direction and presentation of draft plan components to City Council are provided as a part of Task 3.a.
2. **Public Hearings.** The consultant team will prepare for and attend up to two public hearings (anticipated to be one hearing with the Planning Commission and one hearing with the City Council) to help City staff present the final EDSP.
3. **Project Coordination.** Consultant will need to coordinate with City staff, various departments, subconsultants, and interest groups throughout the project.
4. This task is intended to allow for necessary correspondence, record keeping, electronic file management, and additional necessary coordination. Workplan assumes an average of 6 hours per month for 12 months.

O. Task 3.c: Implementation Plan

1. The TNDG Team will integrate the findings and strategic implications from all preceding tasks into a comprehensive EDSP for the City. The plan will provide a detailed blueprint for the City's economic development programming, with both short-term (2-year) and longer-term (5-year) recommendations for attracting, strengthening, and sustaining the identified set of target industries and implementing other strategies. The Implementation Plan will be organized in terms of the following elements:
 - (a) **Real Estate Development/Marketing Strategy**, including specific recommendations for optimizing light industrial, office and retail development opportunities. These recommendations would be location-specific and oriented to key "opportunity sites" (or other subareas) identified during the course of the planning process.
 - (b) **Business Retention/Expansion/Attraction Strategy** reflecting the specific industry clusters and market segments identified in the technical analyses.
 - (c) **Technology Innovation and Entrepreneurship Strategy** that includes programs at regional universities and colleges closely tied to identified target industries, virtual business incubation, availability of business/technical advisory services, and support for innovative technology development.

- (d) **Workforce Development Interface Strategy**, addressing identified needs for vocational and technical training (at a minimum, consistent with the requirements of the priority industry clusters).
- (e) Strategy to address **Other Foundational Elements**, including 1) recommendations regarding physical infrastructure improvements and other “capacity building” issues affecting the viability of the target clusters, and 2) integration of existing assets such as transportation systems, key real estate opportunity sites, and existing developments.
- (f) Recommended measures to ensure the City’s “**Business Friendliness**” (reflecting key competitiveness issues identified in the benchmarking analysis).
- (g) General and cluster-specific recommendations for improving the City’s existing **Economic Development Programs and Incentives** (and implementing new initiatives as appropriate).
- (h) Specific **Recommendations for Leveraging Key Regional Initiatives and Resources** (e.g., Los Angeles Economic Development Corporation, South Bay Economic Institute at CSUDH, South Bay Workforce Investment Board, etc.) within the City’s overall development and business attraction efforts.
- (i) Recommended **Staffing/Organizational Structure** for the City’s economic development programming.
- (j) **Responsibility Matrix** indicating the entities that would most appropriately be tasked with carrying out various action items (including collaborating regional agencies and private sector “partners”).
- (k) **Prioritization/Timing Matrix** indicating the potential timing of the various action items (immediate, one to two years, three to five years) and identifying the specific projects and programs that would provide the best leverage of available resources.
- (l) A **Monitoring Program** to track the implementation of the plan and to refine strategy objectives over time. The monitoring program will include performance-based “metrics” utilizing readily available data sources.

P. Task 3.d: Final Document Format

1. **Administrative Draft EDSP.** Consultant will incorporate information provided by the Consultant team and provide a comprehensive EDSP document. The document will include and synthesize the public outreach,

existing conditions, project findings and deliverables, and the prioritization and feasibility of potential opportunities and strategies to the City and guide future development opportunities. This draft is for in-house administrative review only and will be refined for the Screencheck Draft. Consultant asks that the City provide one consolidated, marked-up redline version with all City comments.

2. ***Screencheck Draft EDSP.*** Following receipt of the single set of redlined comments, Consultant will produce the Screencheck Draft document. At this point, the City comments will have been integrated, and this draft will provide an additional internal review opportunity prior to the development of the Public Review Draft.
3. ***Public Review Draft Specific Plan.*** This is intended for public review. It will be the basis for Public Hearing process and review.
4. ***Final Specific Plan.*** After action taken by City Council, Consultant will make final edits and modifications to the EDSP. It is assumed that one set of revisions will be made, incorporating both City Council action and Planning Commission recommendations. Errata sheets may be used to discuss preferred changes between City Council and Planning Commission.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products (project deliverables) to the City:

A. Task 1.a:

1. Prepare for and attend virtual kickoff meeting and City tour.
2. Gather and review available digital data.
3. One (1) digital copy of the base map.
4. Community Assessment Report (draft and final).
5. Target Industry/Cluster Report (draft and final).
6. SWOT Summary Report (draft and final).

B. Task 1.b:

1. Organizational Assessment and Benchmarking Report (draft and final).

C. Task 2.0:

1. Real Estate Market Study Report (draft and final).

D. Task 2.e: included in deliverables for Tasks 1.a and 3.c.

E. Task 2.f:

1. Memorandum report documenting assessment of existing small business/entrepreneurial development programs and resources (specific strategic recommendations will be included in the Task 3.c Implementation Plan).

F. Task 2.g:

1. Memorandum report documenting evaluation of university-based partnership opportunities (specific strategic recommendations will be included in the Task 3.c Implementation Plan).

G. Task 2.h:

1. One (1) Draft and one (1) Final Vision Statement and Objectives.
2. PowerPoint presentation to illustrate key concepts to be presented at a community workshop or during decision maker briefing.
3. Up to three (3) Visual Simulation graphics.

H. Task 2.i:

1. Memorandum report documenting evaluation of infrastructure (specific strategic recommendations will be included in the Task 3.c Implementation Plan).

I. Task 3.a:

1. Prepare informational material to be distributed and post on the City website, including one round of revisions based on a consolidated redline markup provided by the City.
2. One (1) online questionnaire and/or My Social Pinpoint survey.
3. Prepare for and attend up to 2 days (up to 16 hours) of interviews or small focus group meetings.
4. Workshop materials (e.g., presentation, maps, agendas, and summary).
5. Prepare for, organize, and facilitate up to three (3) community workshops.
6. Meeting materials and facilitation of a City Council Study Session.
7. One (1) summary memo of community engagement input.
8. Task 3.a, Economic Development “Summit Process:

- (a) Meeting agendas and briefing packages (provided approximately two weeks before each meeting).
- (b) Meeting/discussion summaries (memorandum format).

J. Task 3.c:

- 1. Economic Development Strategic Plan (internal, public draft, final).

K. Task 3.d:

- 1. PDF of Administrative, Screencheck, and Public Review Draft documents for City use and distribution.
- 2. One (1) electronic PDF and twenty-five (25) copies of the Public Review and Final Drafts in hard copy and electronic web-ready format. Also provided, all associated maps in PDF and Arc GIS SHAPEFILE formats.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A. As provided in Section II, above, and as requested by the Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Diane Bathgate, AICP, CNU-A – Principal-in-Charge
- B. Jami Williams, CNU-A – Project Manager
- C. Matt Ottoson, CNU-A – Strategic Advisor
- D. Erina Shimanuki – Urban Designer
- E. Lance Wierschem, PLA, LEED AP – Landscape Architect
- F. Brian Hannegan, ASLA – Streetscapes and Placemaking
- G. Scott Martin, AIS, LEED AP, CNU-A – Principal Architect
- H. Darren Choy, PE, ENV SP – Civil Engineer
- I. Roger Dale – Lead Economist
- J. Alan Levenson – Project Economist

- K.** Terry Clower, PhD – Industry Cluster Analyst
- L.** Catalyst Environmental Solutions – Approved Subcontractor (Environmental)
 - 1. Daniel Tormey, PhD, PG – Environmental Specialist
 - 2. Ben Pogue, AICP, PMP – Environmental Economist
- M.** HVS – Approved Subcontractor (Sports & Entertainment Facilities)
 - 1. Luigi Major, MAI – Arts, Entertainment, and Sports Events and Attraction Consultant
 - 2. Thomas Hazinski, MPP - Arts, Entertainment, and Sports Events and Attraction Consultant

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(added text is shown in *bold italics*; deleted text is shown in ~~strike through font~~)

I. Section 1.5 (Familiarity with Work) is hereby amended to read in its entirety as follows:

“1.5 Familiarity with Work.

By executing this Agreement, Consultant *represents* ~~warrants~~ that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant *represents or warrants (as applicable)* that Consultant has or will investigate the site and is or will be fully acquainted with the *observable* conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown *observable* conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.”

II. Section 1.6 (Care of Work) is hereby amended to read in its entirety as follows:

“1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work *performed by Consultant and any of its subcontractors*, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.”

III. Section 1.8 (Additional Services) is hereby amended to read in its entirety as follows:

“1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to ~~propose order~~ extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment *as mutually agreed upon by the Parties in writing* in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.”

IV. Section 2.2 (Method of Compensation) is hereby amended to read in its entirety as follows:

“2.2 Method of Compensation.

Except as otherwise provided in Section 2.4, City will make best efforts to pay Consultant for Services within thirty (30) days following receipt of a properly submitted invoice for Services provided during the preceding calendar month. The method of compensation ~~shall be~~ ~~may~~ include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.”

V. Section 2.3 (Reimbursable Expenses) is hereby amended to read in its entirety as follows:

“2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings *pursuant to Exhibit A* ~~reasonably deemed necessary by the City~~. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.”

VI. Section 2.4 (Invoices) is hereby amended to read in its entirety as follows:

“2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within ~~thirty forty five~~ (3045) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.”

VII. Section 4.5 (Prohibition Against Subcontracting or Assignment) is hereby amended to read in its entirety as follows:

“4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***except as expressly provided in the Proposal***, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.”

VIII. The first two paragraphs of Section 5.2 (General Insurance Requirements) are hereby amended as follows:

“All of the above policies of insurance *except Professional Liability and Workers’ Compensation* shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by *U.S. First Class* certified mail return receipt requested to the City. *A ten (10) day written notice to City shall apply to non-payment of premium. Consultant shall provide thirty (30) days written notice to City prior to implementation of a reduction of limits or material change of insurance coverage as specified herein; provided, however, that Consultant’s coverages do not get reduced below the minimum levels required in this Agreement.* In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.”

IX. Section 5.3 (Indemnification) is hereby amended to read in its entirety as follows:

“5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith *tied directly to Consultant’s percentage of fault as set forth in and pursuant to California Civil Code 2782.8;*

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities *to the extent* arising out of or in connection with the negligent performance of or failure to perform such work, operations or

activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all **reasonable related** costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees ***tied directly to Consultant's percentage of fault as set forth in and pursuant to California Civil Code 2782.8.***

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities ***to the extent*** arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's ~~sole~~ negligence or willful acts or omissions ***or the negligent operations or willful acts or omissions of any third party*** ~~but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence,~~ except that design professionals' indemnity hereunder shall be limited to claims and liabilities ***to the extent*** arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.”

X. Section 7.8 (Termination for Default of Consultant) is hereby amended to read in its entirety as follows:

“7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. ***Consultant shall have the right to terminate this Agreement upon giving City thirty (30) calendar days prior written notice and City's failure to cure within thirty (30) days after receiving such notice, for any of the following: (1) breach by City of any material term of this Agreement, including but not limited to payment terms; (2) material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the project, and the failure of the Parties to reach Agreement on the compensation and schedule adjustments necessitated by such changes; (3) suspension of the project or the Consultant's services by City for more than ninety (90) calendar days, consecutive or in the aggregate.***”

XI. Section 7.9 (Attorneys' Fees) is hereby amended to read in its entirety as follows:

“7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, ***as part of the total*** ~~in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees~~ ***as determined by a court of competent jurisdiction.*** ~~Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.”~~

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the tasks at the rates specified in Consultant's Cost Proposal submitted in response to City's RFP 21-025 (a summary of which is provided below), except as otherwise provided in this Agreement.

Task 1: Economic Development Vision and Strategic Plan	FEE TYPE	T&M NTE
Task 1 Value:		\$ 89,442
Task 2: Economic Development Vision and Strategic Plan	FEE TYPE	T&M NTE
Task 2 Value:		\$ 188,240
Task 3: Economic Development Vision and Strategic Plan	FEE TYPE	T&M NTE
Task C Value:		\$ 136,650
Subtotal		\$ 414,332
Reimbursable Expenses		\$ 5,600
Estimated Project Total		\$ 419,932

Fee Footnotes: Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours, will not be exceeded without prior approval by the client.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- IV. The total compensation for the Services shall not exceed \$419,932 as provided in Section 2.1 of this Agreement.**
- V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT “C-1”

Consultant

ARCHITECTURE	
Architect	\$ 95 - \$ 155
Associate Manager of Architecture	\$ 140 - \$ 200
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 95 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 95 - \$ 150
Manager of Architecture	\$ 165 - \$ 280
Principal	\$ 185 - \$ 350
Project Architect	\$ 115 - \$ 185
Project Designer	\$ 115 - \$ 185
Project Manager	\$ 115 - \$ 185
Senior Architect	\$ 135 - \$ 235
Senior Designer	\$ 135 - \$ 220
Senior Project Manager	\$ 135 - \$ 240

ENGINEERING & SURVEYING	
Associate Engineer	\$ 115 - \$ 170
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 125
Designer III (Structural only)	\$ 90 - \$ 135
Engineer I	\$ 90 - \$ 140
Engineer II	\$ 105 - \$ 165
Land Surveyor	\$ 115 - \$ 170
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 155 - \$ 235
Party Chief	\$ 90 - \$ 150
Principal	\$ 185 - \$ 350
Project Engineer	\$ 125 - \$ 185
Project Manager	\$ 150 - \$ 245
Senior Associate Engineer	\$ 130 - \$ 210

Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 135 - \$ 210
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 140 - \$ 230
Supervisor of Surveying	\$ 145 - \$ 220
Survey Technician I	\$ 60 - \$ 100
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

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INTERIOR DESIGN	
Designer I	\$ 60 - \$ 95
Designer II	\$ 70 - \$ 120
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 105 - \$ 165
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE	
Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 140
Design Director	\$ 135 - \$ 235
Intern	\$ 45 - \$ 85
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 185 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Landscape Architect	\$ 115 - \$ 175

PLANNING	
Assistant Planner	\$ 90 - \$ 130
Associate Planner	\$ 105 - \$ 170
Intern	\$ 45 - \$ 85
GIS Specialist	\$ 80 - \$ 150
Senior GIS Specialist	\$ 105 - \$ 185
Manager of Planning	\$ 175 - \$ 265
Principal	\$ 185 - \$ 350
Principal Planner	\$ 165 - \$ 250
Senior Planner	\$ 135 - \$ 205
Senior Urban Designer	\$ 135 - \$ 210
Urban Designer	\$ 105 - \$ 170

CORPORATE SERVICES	
Administrative Assistant	\$ 60 - \$ 95
Administrative Coordinator	\$ 75 - \$ 130
Assistant Office Manager	\$ 90 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
File Clerk/Administrative Support	\$ 45 - \$ 65
Marketing Assistant	\$ 45 - \$ 85
Marketing Coordinator	\$ 65 - \$ 115
Marketing Manager	\$ 125 - \$ 235
Marketing Specialist	\$ 90 - \$ 155
Office Coordinator	\$ 75 - \$ 130
Proposal Coordinator	\$ 80 - \$ 140
Receptionist	\$ 45 - \$ 80
Senior Marketing Specialist	\$ 105 - \$ 190



Subs

TNDG (Economics): Lump sum per task, as specified in Cost Proposal

Catalyst (Environmental): Lump sum per task, as specified in Cost Proposal

HVS (Sports and Entertainment Facilities): Lump sum per task, as specified in Cost Proposal

