

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF CARSON  
AND W.G. ZIMMERMAN ENGINEERING, INC.  
FOR INTERIM DEVELOPMENT IMPACT FEE (IDIF) STUDY**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into effective November 29, 2018, by and between the CITY OF CARSON, a California municipal corporation (“City”) and W.G. ZIMMERMAN ENGINEERING, INC., a California corporation (herein “Consultant”).

**RECITALS**

**WHEREAS**, City and Consultant entered into a contract services agreement on June 19, 2018, for a not-to-exceed contract sum of \$21,021, for the performance of services relating to verification and establishment of rates for the traffic and noise components of an Interim Development Impact Fee (IDIF) study (the “June 30, 2018 Agreement”); and

**WHEREAS**, the June 30, 2018 Agreement was approved and executed by City’s City Manager, pursuant to his purchasing approval authority of up to \$25,000 per fiscal year; and

**WHEREAS**, City’s City Manager, on behalf of City, and Consultant executed an “Agreement for Contract Services” containing substantially the same terms set forth in this Agreement, on November 29, 2018 (the “November 29, 2018 Document”), for the performance of additional services related to those performed under the June 30, 2018 Agreement for a not-to-exceed contract sum of \$19,467; and

**WHEREAS**, subsequent to its execution, Consultant performed the services ostensibly authorized by the November 29, 2018 Document to completion; and

**WHEREAS**, upon completing said services, Consultant submitted an invoice to City for payment for the services performed pursuant to the November 29, 2018 Document; and

**WHEREAS**, upon receipt of the invoice, the City determined that it was unable to make the payment, based on the City purchasing manager’s determination that the City’s Manager’s approval of the November 29, 2018 Document was in excess of his approval authority, and that approval of the City Council was instead required to authorize the services provided for in the November 29, 2018 Document; and

**WHEREAS**, the City purchasing manager’s determination was based on the fact that the services rendered by Consultant pursuant to the June 30, 2018 Agreement *and* the services rendered by Consultant pursuant to the November 29, 2018 Document were performed during the same fiscal year, FY 2018-19, and that the City Manager’s approval authority is limited to \$25,000 per Fiscal Year for the services performed by Consultant, rendering the second approval invalid; and

**WHEREAS**, based on the foregoing, City and Consultant represent, affirm, acknowledge and agree that the November 29, 2018 Document never took force or effect; and

**EXHIBIT NO. 1**

**WHEREAS**, City and Consultant now desire to enter into this Agreement, pursuant to City Council approval, to authorize the provision of Consultant's services to City, on and subject to the terms set forth herein, and intend to ratify and affirm through this Agreement the uninterrupted and continuous term of this Agreement commencing November 29, 2018 and continuing through the term of this Agreement; and

NOW, THEREFORE, the parties hereto agree as follows:

## **1. SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 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 the Agreement.

1.4 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.

## **2. COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Nineteen Thousand Four Hundred Sixty Seven Dollars (\$19,467.00)** ("Contract Sum").

2.2 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, 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 the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 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 cost 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 but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **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 thirty (30) 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").

#### 4. COORDINATION OF WORK

4.1 Representative of Consultant. **Bill Zimmerman** is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. 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, and shall keep City informed of any changes.

4.2 Contract Officer. **Saied Naaseh** (or such person as may be designated by the City Manager) is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

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. Consultant shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

#### 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) Commercial 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,

either the general aggregate limit shall apply separately to this contract/location, or 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 either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other 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) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) 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 be subject to all of the requirements stated herein.

## 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. 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 this 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 endorsement 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.

The 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 City's Risk Manager or other designee of the City due to unique circumstances.

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, 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, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## 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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

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 or as the Contract Officer shall require.

6.3 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 the City without prior written authorization from the Contract Officer.

(b) Consultant 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 the City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify the City should Consultant 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 thereunder. The 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 the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

**6.4      Ownership of Documents.** All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. 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.

## **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. 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, 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. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 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 any legal action under this Agreement.

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.

7.4 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. 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, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". 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.

7.5 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.

## 8. MISCELLANEOUS

8.1 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 ensure 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

8.2 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.

8.3 Notice. 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.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 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, whether or not the matter proceeds to judgment.

8.8 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.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 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 "noninterests" 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 \_\_\_\_\_

8.11 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 the following page.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on February \_\_, 2019, with express intent for this Agreement to be effective as of November 29, 2018.

**CITY:**

CITY OF CARSON, a municipal corporation

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Albert Robles, Mayor

ATTEST:

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Donesia Gause-Aldana, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

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

**CONSULTANT:**

W.G. ZIMMERMAN ENGINEERING,  
INC., a California corporation

By: \_\_\_\_\_  
Name: William G. Zimmerman  
Title: President

By: \_\_\_\_\_  
Name:  
Title:

Address: 17011 Beach Blvd., Suite 1240  
Huntington Beach, CA 92647

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 \_\_\_\_\_, 2019 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

#### CAPACITY CLAIMED BY SIGNER

INDIVIDUAL  
CORPORATE OFFICER

PARTNER(S)   LIMITED  
GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

## 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 \_\_\_\_\_, 2019 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

#### CAPACITY CLAIMED BY SIGNER

INDIVIDUAL  
 CORPORATE OFFICER

\_\_\_\_\_

PARTNER(S)  LIMITED  
  GENERAL  
 ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

#### **I. Consultant will perform the following services:**

Consultant shall perform the work provided in the W.G. Zimmerman Engineering, Inc. Interim Development Impact Fee Letter Proposal (“Letter Proposal”) dated November 29, 2018, addressed to Saied Naaseh, City of Carson, and which is incorporated herein by reference. In accordance with the Letter Proposal, Consultant must prepare an analysis upon the *City of Carson Major Projects List (Revised 11/15/18) – 5 Year Projection* (see attached Exhibit 1) (referred to hereafter at “City Project List”) which lists 23 projects and determine the Interim Development Impact Fees (“IDIF”) that the City will charge future developments based on the analysis described in Tasks A & B listed below:

##### **A. Task A. Synchro Modeling, Trip Generation, Trip Distribution, and Mitigation:**

1. Based on the City provided traffic data and project list (City Project List) received, Consultant affirms that Consultant has all the required information to build a City network model via Synchro, and that Consultant will build such a City network model.
2. Utilizing the Synchro City network model, Consultant will determine the existing level of service (LOS) for each of the 22 intersections, listed below in Section (A)(6), affected by the increase in traffic generated from projects on the City Project List.
3. Consultant will calculate the trip generation for each project listed and distribute the traffic throughout the City network.
4. A cost will be developed for the required mitigations to the affected intersections to bring them to a service level of “D” or to current LOS.
5. The subtasks involved for Task A are as follows:
  - Create Synchro Model
  - Calculate the traffic generated by the City Project List.
  - Distribute the trips to the existing City network and determine existing and future (5-year at 0.5% growth per annum) LOS.
  - Analyze the impacts of new trips on all intersections and determine mitigation measures.
  - Determine the cost of the mitigation measures.
  - Provide unit costs for improvements.
  - Calculate per square foot fee for industrial and commercial and per unit fee for residential.
6. The 22 intersections that will be analyzed are listed below:
  - 1) Figueroa Street at I-405 Southbound On-Ramp

- 2) Figueroa Street at I-405 Northbound On-Ramp
- 3) Main Street at I-405 Southbound On- Ramp
- 4) Main Street at I-405 Northbound Off- Ramp
- 5) Figueroa Street at Del Amo Boulevard
- 6) Main Street at Del Amo Boulevard
- 7) Street “B” at Del Amo Boulevard
- 8) Avalon Boulevard at Del Amo Boulevard
- 9) Figueroa Street at I-110 Northbound Ramps
- 10) Main Street at Street “A”
- 11) Figueroa Street at Torrance Boulevard
- 12) Main Street at Torrance Boulevard
- 13) Street “A” at I-405 Southbound Ramps
- 14) Avalon Boulevard at I-405 Southbound Ramps
- 15) Avalon Boulevard at I-405 Northbound Ramps
- 16) Main Street at 213<sup>th</sup> Street
- 17) Avalon Boulevard at 213<sup>th</sup> Street
- 18) Figueroa Street at Carson Street
- 19) Main Street at Carson Street
- 20) Avalon Boulevard at Carson Street
- 21) I-405 Southbound Ramps at Carson Street
- 22) I-405 Northbound Ramps at Carson Street

#### **B. Task B. Soundwall Impacts.**

1. Consultant will analyze the impacts from the 23 projects provided by the City (See Exhibit No. 1) and take into account the existing impacts on residential areas adjacent to truck routes to determine (to complete satisfaction of the City) location, height, and length of various sound walls to provide for mitigation of various levels (as determined by City) of noise for the residential areas. The cost of the required walls to bring noise levels to 67 decibels (dBA) per the 2013 Caltrans Technical Noise Supplement (TeNS) will be calculated.
2. The subtasks involved for Task B are as follows:
  - Determine location, length, and height of soundwall along truck routes adjacent to residential areas needed to bring noise levels to 67 decibels (dBA)
  - Compare future noise levels to existing.
  - Determine unit costs for different wall heights to bring noise levels to 67 decibels (dBA)
  - Determine the fair share of the new development taking into account the existing impacts.
  - Calculate per square foot fee for industrial and commercial and per unit fee for residential.

#### **II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

- A. Interim Development Impact Fee Study with analysis, to the complete satisfaction of the City, of Task A and B described in Section I above.

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

- A. Consultant shall deliver status reports 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. William G. Zimmerman
- B. Christopher Cordero
- C. Pouya Mirsadeghi
- D. Michael Brust

**Exhibit No. 1**  
**City of Carson Major Projects List (Revised 11/15/18) - 5**  
**Year Projection and Provided Traffic Data**

**WGZE**

W.G. Zimmerman Engineering, Inc.  
17011 Beach Boulevard, Suite 1240  
Huntington Beach, CA 92647  
714-799-1700 / 714-333-4712 fax

## City of Carson Major Projects List (Revised 11/15/18) - 5 Year Projection

#	Project Location	Project Name / Developer	Project Type	Area (ac)	Building Size (sf) and Key Notes	Units	Project Description	Status
1	2315 E. Dominguez Street	Terreno	Industrial	5.5	132 Space Truck		132 Space Truck and Container Yard	Future
2	2149 E Sepulveda Boulevard	Shippers	Industrial	20	800 Space Truck and Container Yard		800 Space Truck and Container Yard	Future
3	888 E. Dominguez Street	Holiday Inn Express c/o Richard Burrow for Carson Hospitality Group Inc.	Hotel	4.9	56844 and 97 Rooms		5-story Hotel with 97 Rooms related parking and site improvements	Future
4	1000 E. Victoria	CSUDH Master Plan (5 Year Projection)	Mixed Use		200000	200	5 Year: 200 units, 300 dorm beds, 50,000 SF Commercial, 150,000 SF Industrial Full Development Cumulative Potential: 2,232 units, 299,280 Commercial SF, 572,400 Industrial SF, 998 Dorm Beds, 5,000 SF Child Care	Future
5	Carson Plaza Drive and Carson Plaza Ct.	Carson Plaza Office Park	Mixed Use		50000	200	Development Potential 200 Dwelling Units and 50000 sq. ft. build out.	Future
6	24700 Main Street	Bridge Industrial	Industrial		253000		5 Year Development Potential.	Future
7	20400 Main Street	Balance & 157	Commercial		730000		Formerly Vestar (Remainder of 157 Acres - 111 Acres)	Future
8	20881 S. Main Street	Western Realco	Industrial	16.6	158450 and 200 Truck Parking Space		200 Truck Parking Space	Future
9	18701 S Wilmington Ave	Prologis, 2817 E Cedar St, Suite 200, Ontario, CA 91764	Industrial	16	438666		This Northrup Grumman redevelopment at the Dominguez Technology Center includes removal of existing office buildings and construction of new distribution warehouses.	Future
10	123 E 223rd St	Hooman Moshar, 25726 Dillon Rd, Laguna Hills, CA 90265	Residential	0.5	15904	9	Construction of new multifamily residential condominium units.	Future
11	21809-21811 S Figueroa	Birch, Laney LA Inc., 13110 Hawthorne Blvd Ste A, Hawthorne, CA 90250	Residential	0.8		32	Construction of 32 residential condominium units	Future
12	NE Corner of Central Ave. and Victoria St.	Ed Gallagher / Victoria Greens (Integral Communities)	Residential	8.1		176	Construction of 176 multifamily townhome units	Future
13	LA DWP Corridor in South Carson b/w E. 223rd St. and E. 236th St	Linear Properties Truck Yard in DWP Utility Corridor Easement	Industrial		580 Truck Space		580 Spaces, 2 trips per space, 1,160 Trips per day	Future
14	22632 S. Alameda St	Mobile-Mini Storage	Industrial		18360		18360 SF industrial office for Cargo container storage	Future
15	18530 Broadway	Behren Engineering / Acoustic Engineering Fabrication and Office	Industrial		20160		DOR 1695-18, TIM 78226, SPA 17-18, CUP 1040-18	Future
16	225 W Torrance Blvd	Rand Mixed Use Condo project (5 Year Projections)	Residential	18		250	PAR 1595-2018. 250 units is for 5 year projection. Full cumulative buildout 900 units, 40,000 SF Commercial.	Future
17	1007 E Victoria	Brandywine residential project	Residential			38	38-unit condo	Future

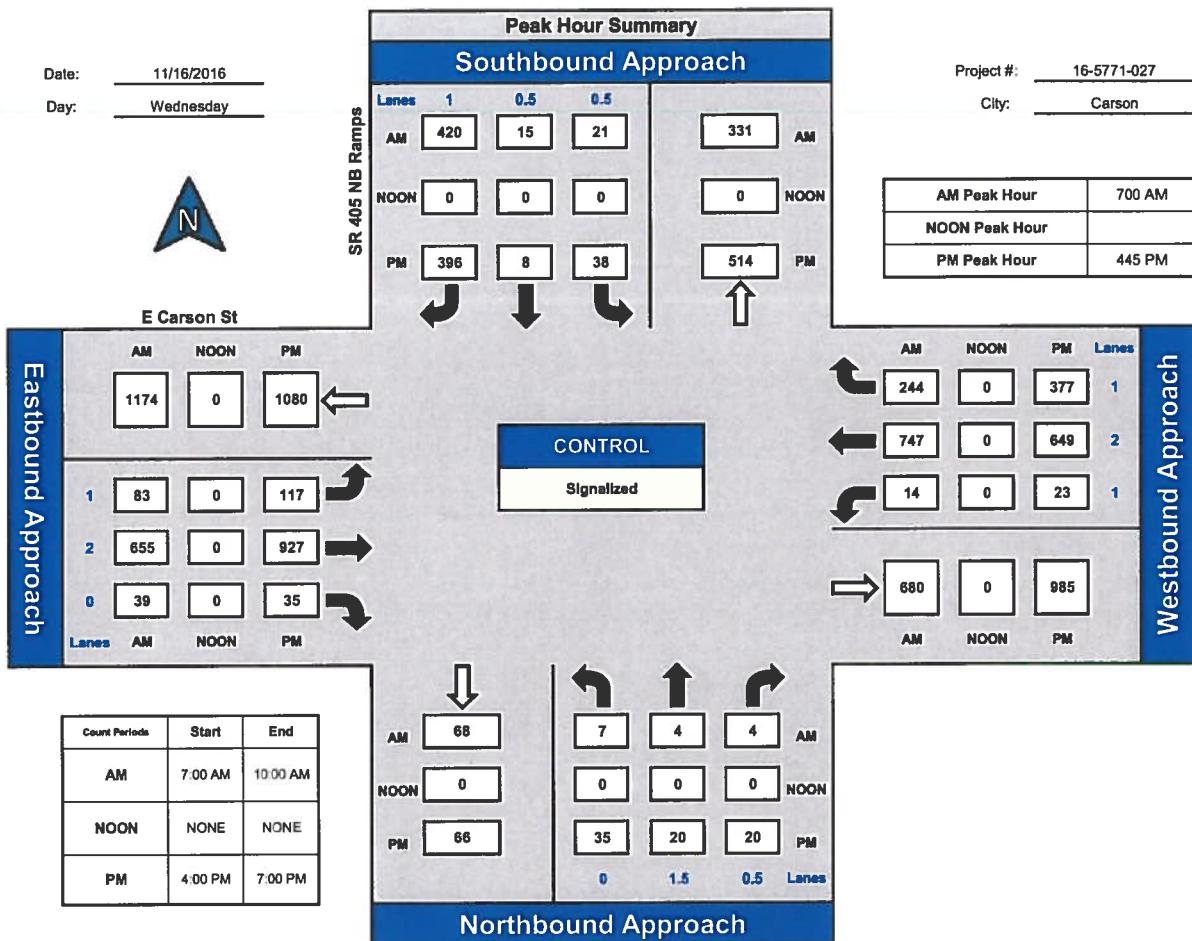
#	Project Location	Project Name / Developer	Project Type	Area (ac)	Building Size (sf) and Key Notes	Units	Project Description	Status
18	20601 S. Main Street	KL Fenix	Industrial	14.3	53000 and 475 Truck Space		Kelly Associates DIF says 250k build out. Needs to be corrected to say: 53,000 SF + 475 Truck / Parking Storage	Future
19	21212 Avalon	Kott & Kott 14 (5 Year Projection)	Mixed Use	20	30000 and 150 Room Hotels	500	5 Year Housing: 500 units / Retail: 30,000 SF. Note 100 unit increase from previous list and 150 Room Hotel. Long Term Development Potential include a total (including above) 1100 Residential Units, 140,000 SF Commercial, and 100,000 SF Office	Future
20	340 Martin Luther King Jr. Street	Carol Kimmelman Sport	Recreational	87	66000		58-acre soccer center, 29-acre tennis center with 23,000 SF welcome center, 50 tennis courts, 5,000 SF administration building, 25,000 learning center, 12 courts venue w/1200 seats, a 13,000 SF player development building, outdoor 100-meter sprint track, two basketball courts, training turf, a maintenance facility, and parking.	Future
21	419 Martin Luther King Jr. Street, Carson, CA 9074	The Creek At Dominguez Hill	Recreational	87	532500		170,000 SF Multi-Use Indoor Sports Complex, 80,000 SF Youth Learning, 7,500 SF Indoor Skydiving, 75,000 SF Driving Range, 80,000 SF Marketplace, 35,000 SF Clubhouse, Recreation/Dining 50,000 SF, Sport Wellness 35,000SF.	Future
22	21915 Dolores	5 unit condo	Residential			5		Future
23	20331 Main Street	GS Nursery	Residential			60		Future

## ITM Peak Hour Summary

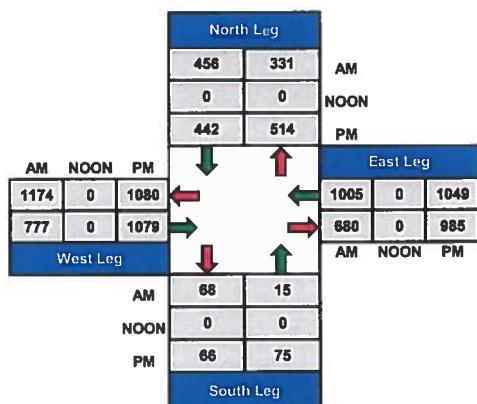
Prepared by:  
**NDS**

National Data & Surveying Services

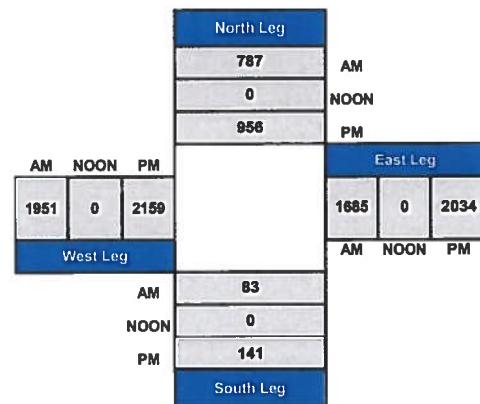
### SR 405 NB Ramps and E Carson St , Carson



### Total Ins & Outs



### Total Volume Per Leg

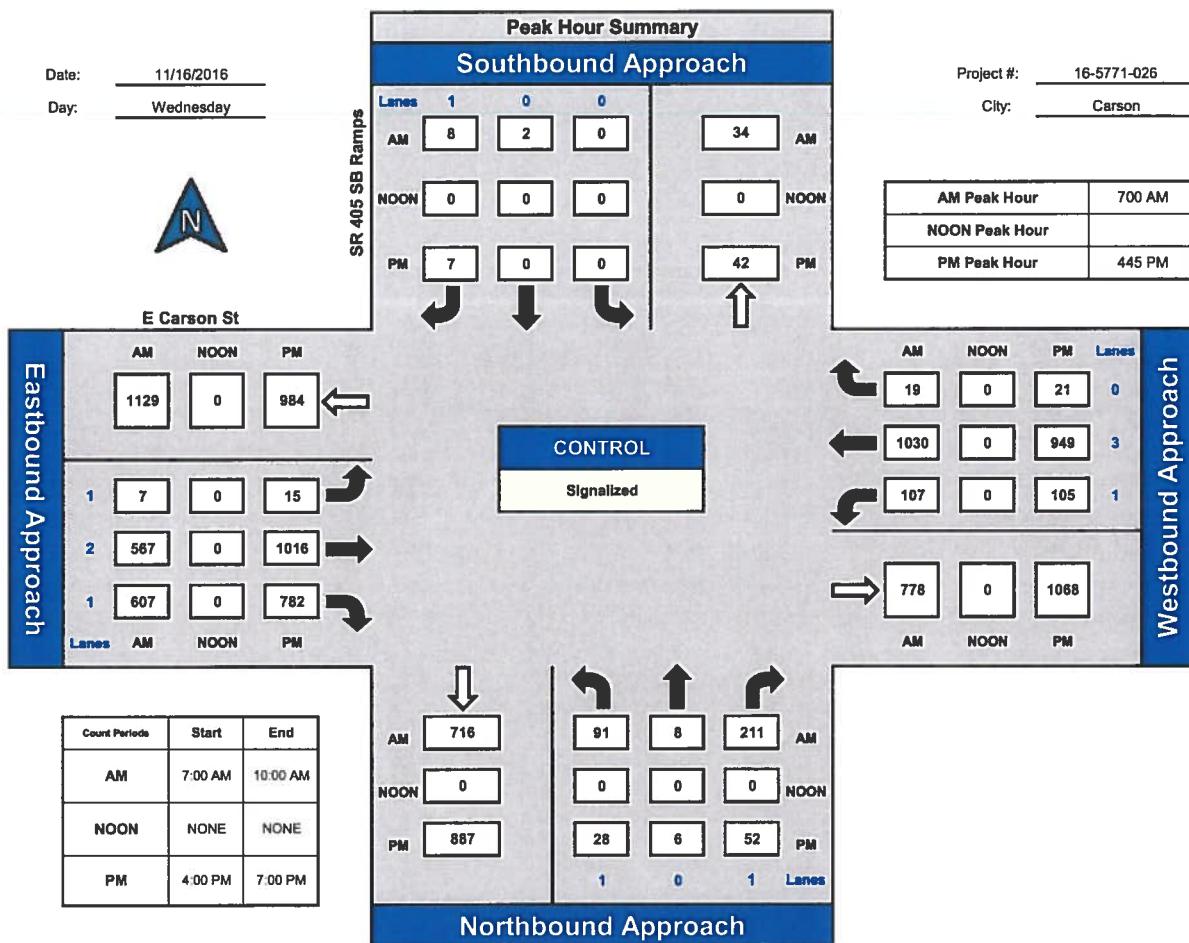


## ITM Peak Hour Summary

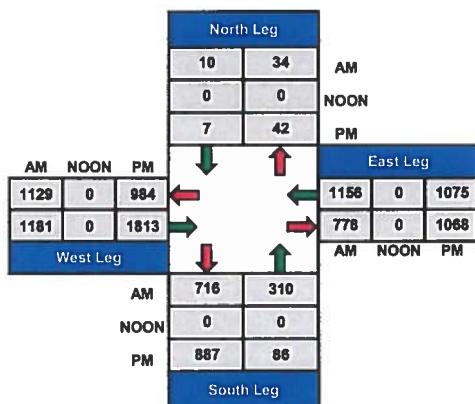
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National Data & Surveying Services

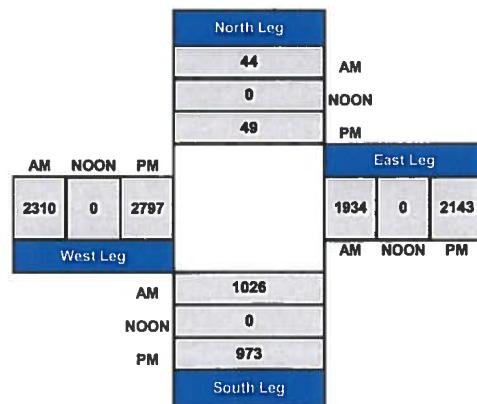
### SR 405 SB Ramps and E Carson St , Carson



### Total Ins & Outs



### Total Volume Per Leg

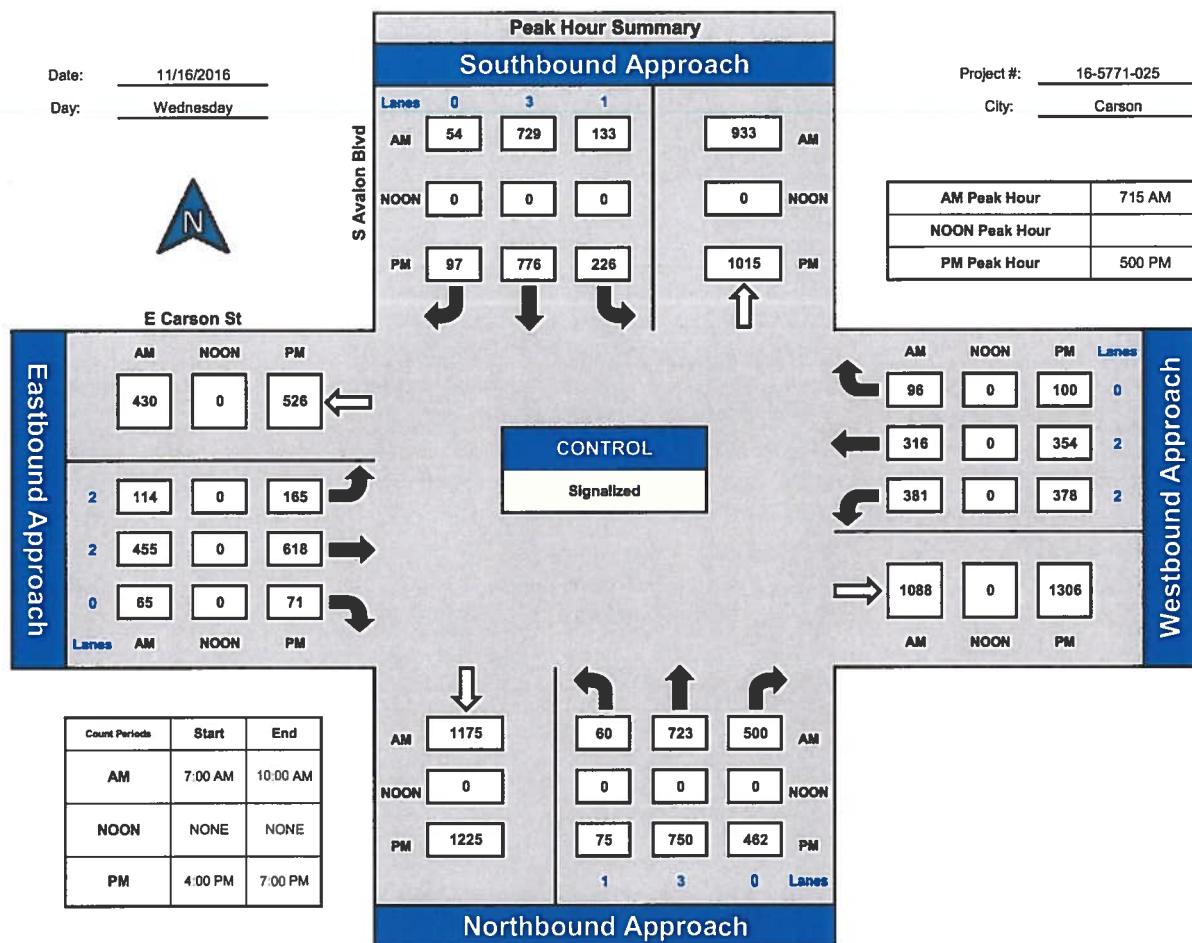


## ITM Peak Hour Summary

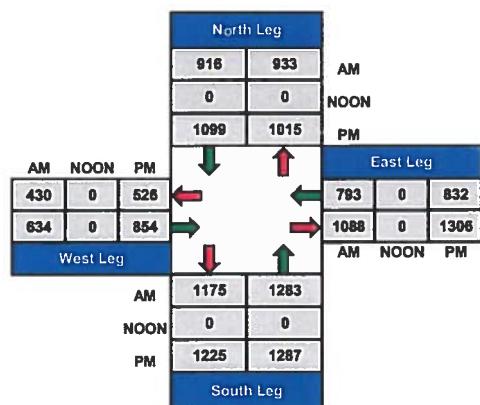
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National Data & Surveying Services

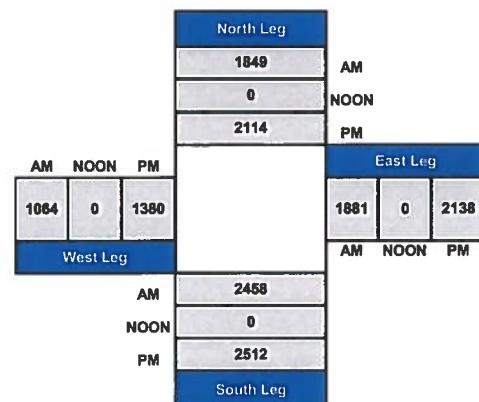
### S Avalon Blvd and E Carson St, Carson



### Total Ins & Outs



### Total Volume Per Leg

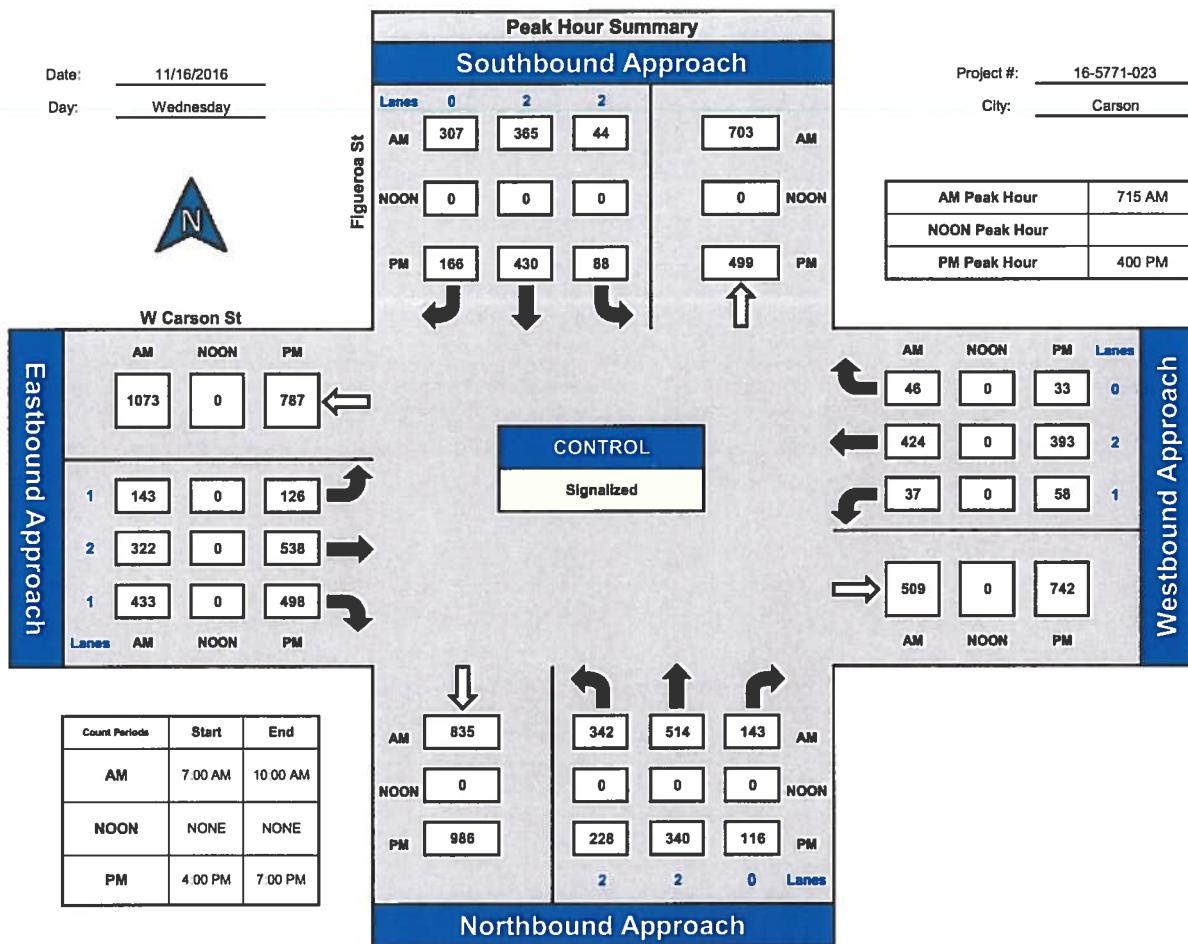


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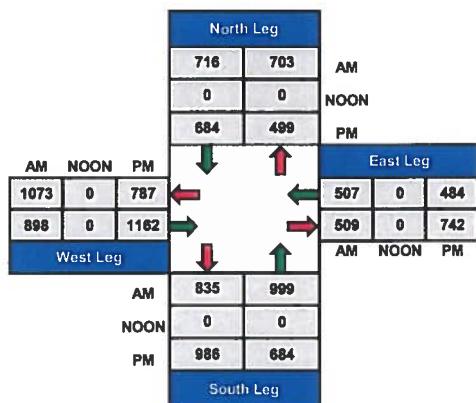
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National Data & Surveying Services

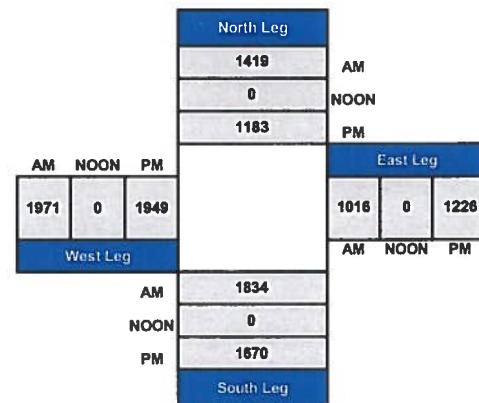
### Figueroa St and W Carson St, Carson



### Total Ins & Outs



### Total Volume Per Leg

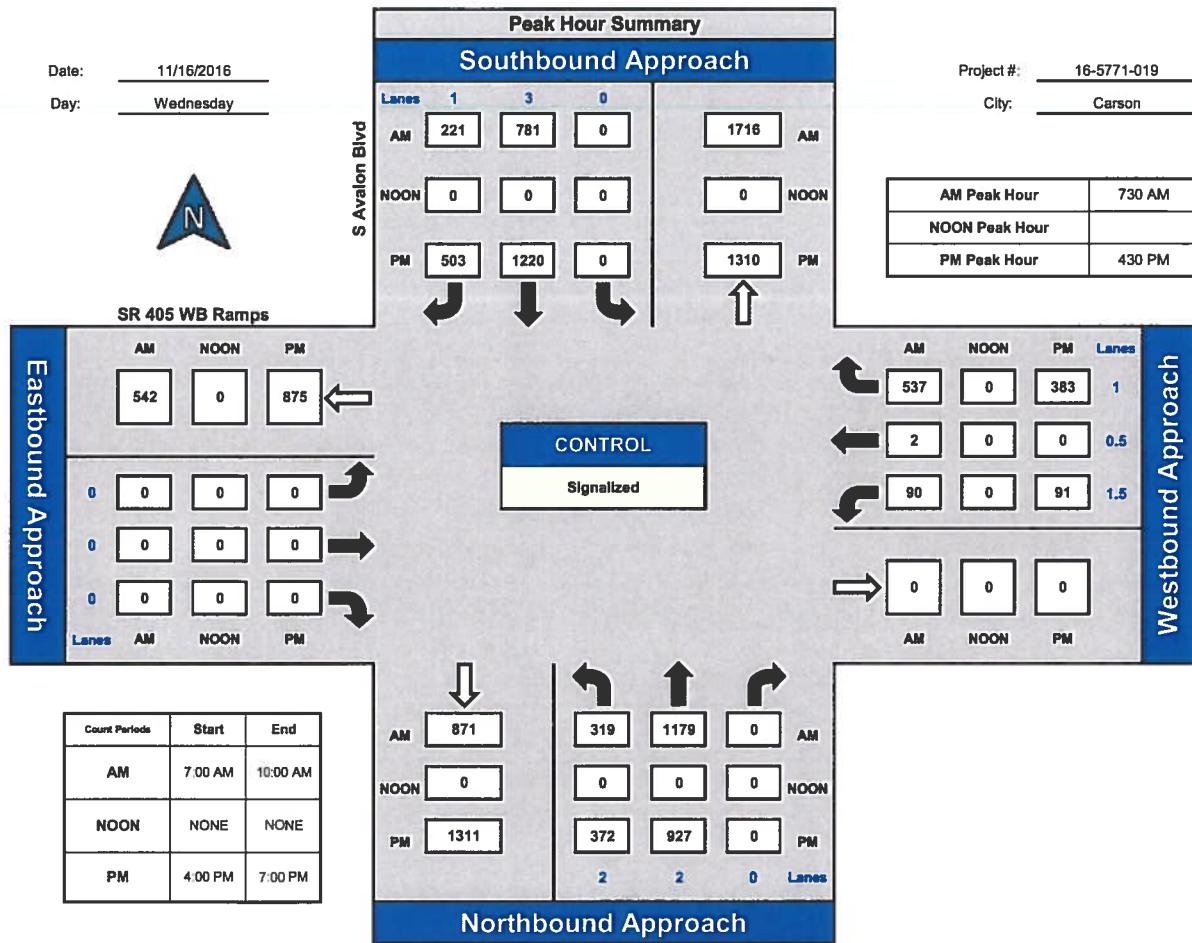


## ITM Peak Hour Summary

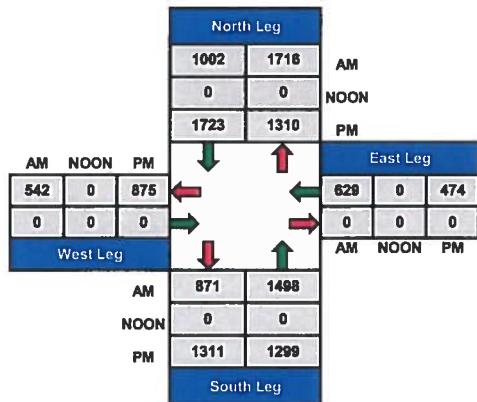
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**NDS**

National Data & Surveying Services

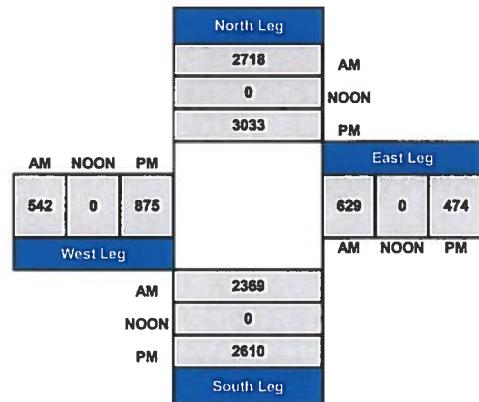
### S Avalon Blvd and SR 405 WB Ramps, Carson



### Total Ins & Outs



### Total Volume Per Leg

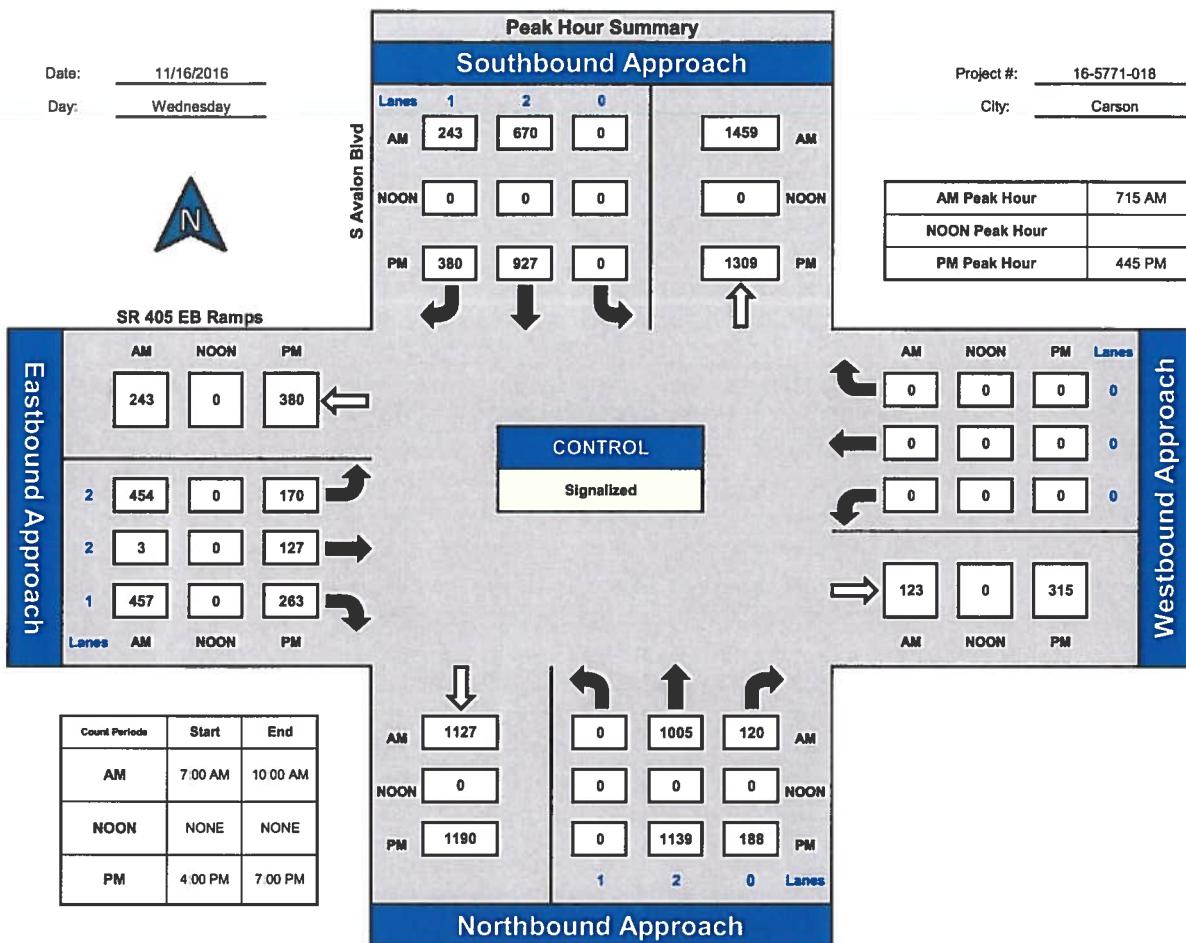


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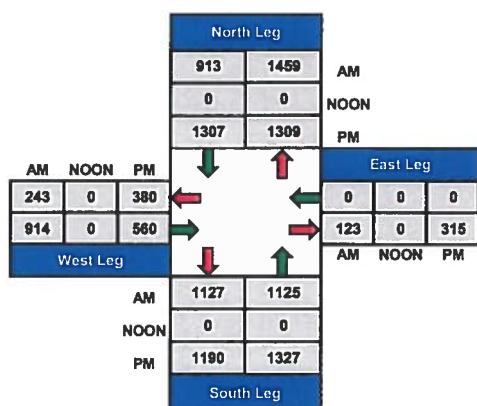
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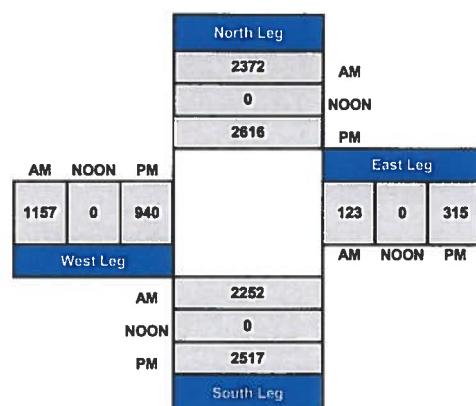
### S Avalon Blvd and SR 405 EB Ramps, Carson



### Total Ins & Outs



### Total Volume Per Leg



## ITM Peak Hour Summary

Prepared by:



National Data & Surveying Services

**S Main St and W Torrance Blvd , Carson**

Date: 11/16/2016  
Day: Wednesday



W Torrance Blvd

Eastbound Approach	Traffic Volume (Vehicles per Hour)		
	AM	NOON	PM
	684	0	610
0.5	250	0	285
0.5	23	0	70
1	225	0	498
Lanes	AM	NOON	PM

## Peak Hour Summary

## Southbound Approach

Lanes	1	2	1	
AM	250	458	12	873
NOON	0	0	0	0
PM	292	755	45	746

Project #: 16-5771-016

<b>AM Peak Hour</b>	730 AM
<b>NOON Peak Hour</b>	
<b>PM Peak Hour</b>	500 PM

## CONTROL

### Signalized

AM	NOON	PM	Lanes
35	0	25	0
75	0	43	1
10	0	11	0
44	0	124	
AM	NOON	PM	Westbound Approach

Count Periods	Start	End
AM	7:00 AM	10:00 AM
NOON	NONE	NONE
PM	4:00 PM	7:00 PM

Northbound Approach

### Total Ins & Outs

North Leg		
720	873	AM
0	0	NOON
1082	746	PM
East Leg		
684	0	120
498	0	44
610	853	0
West Leg		
AM	683	120
NOON	0	44
PM	956	0
South Leg		
1284	720	124

### Total Volume Per Leg

North Leg			East Leg		
AM	NOON	PM	AM	NOON	PM
1182	0	1463			
1593			164	0	203
0			AM	NOON	PM
1838					

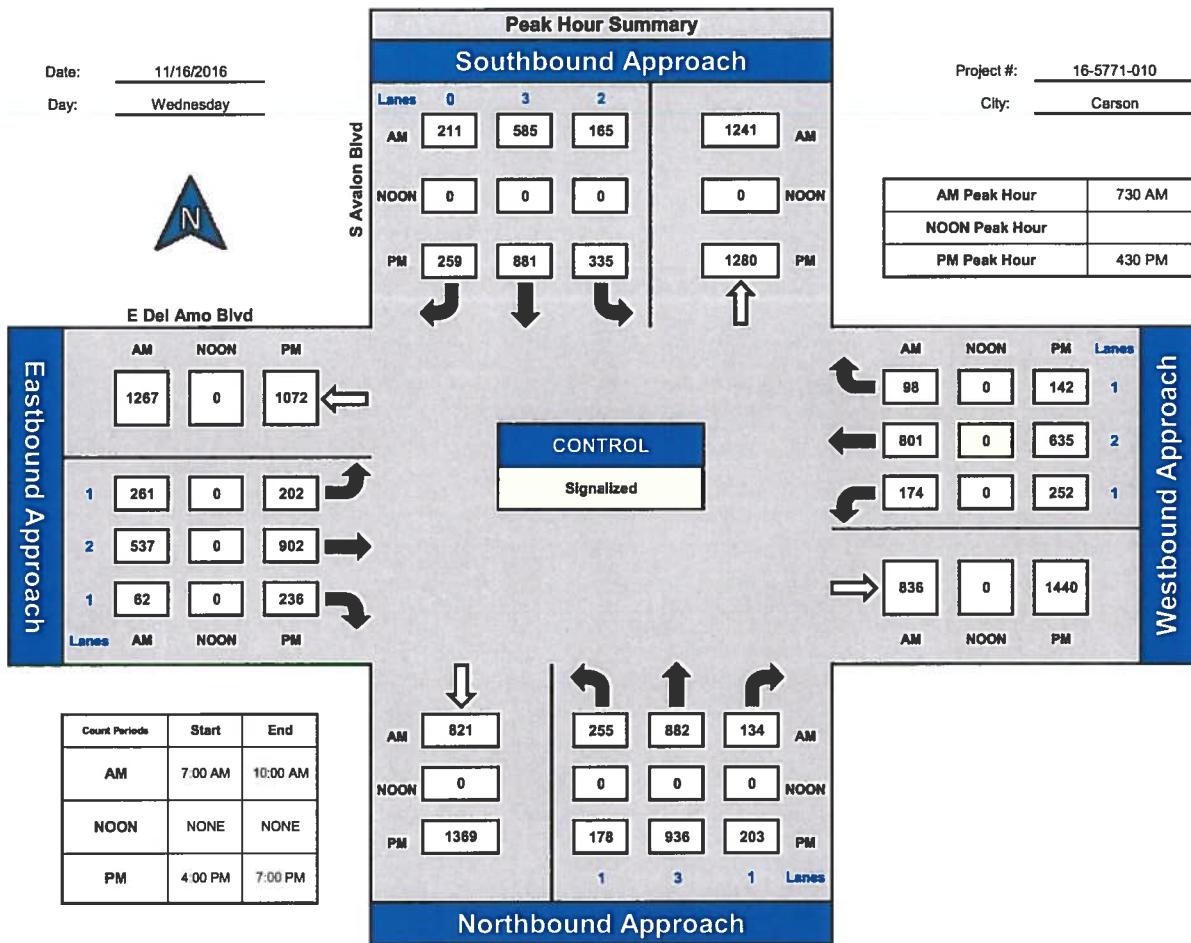
## ITM Peak Hour Summary

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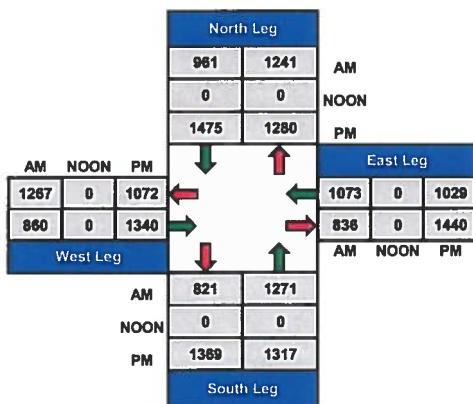


National Data & Surveying Services

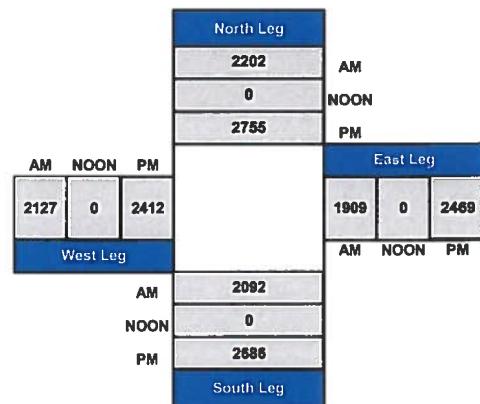
### S Avalon Blvd and E Del Amo Blvd, Carson



### Total Ins & Outs



### Total Volume Per Leg

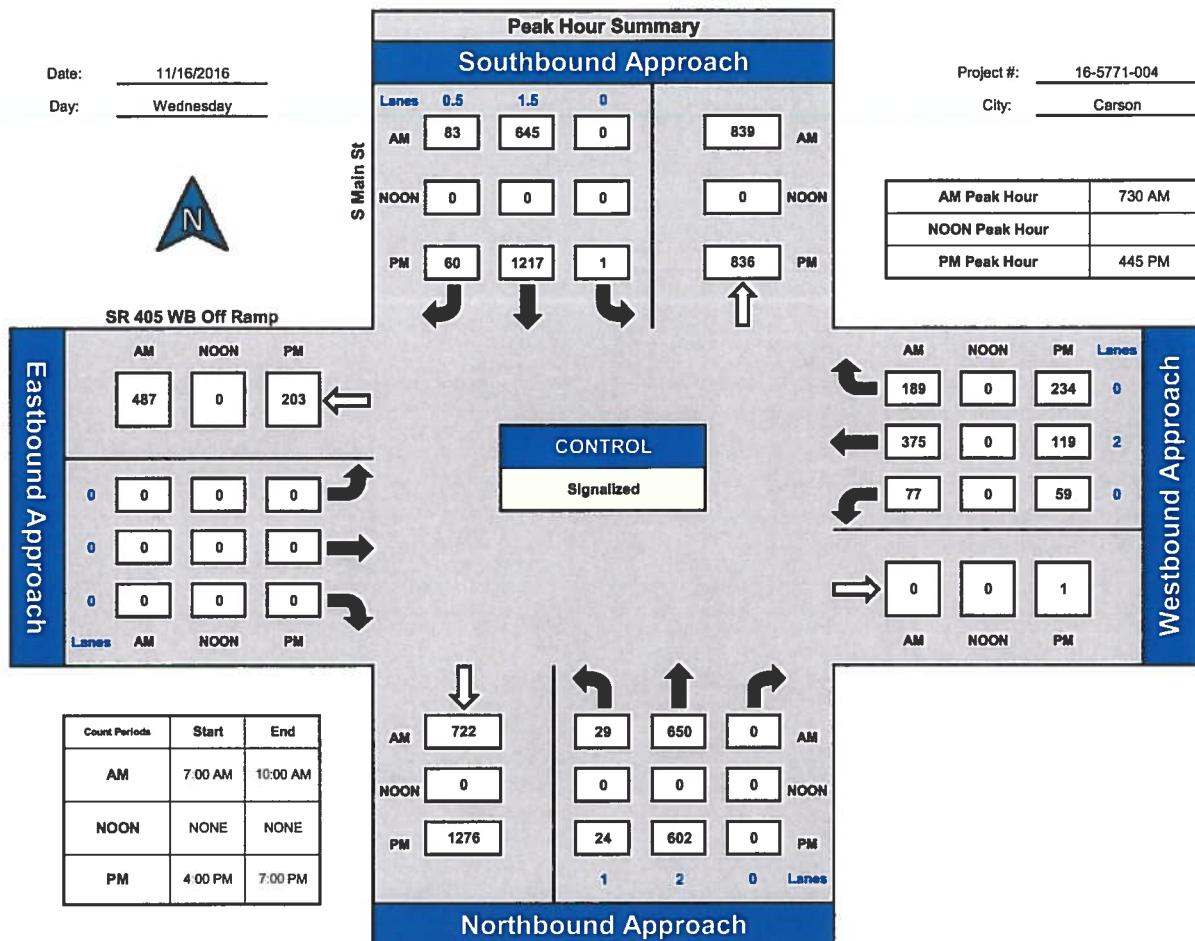


## ITM Peak Hour Summary

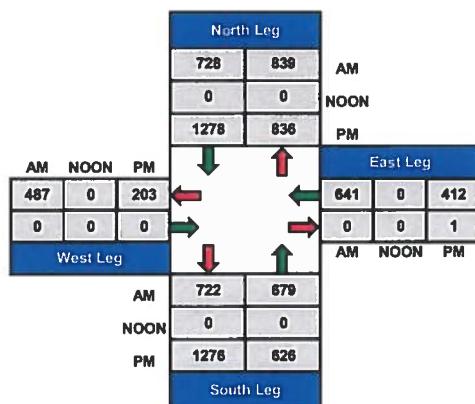
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**NDS**

National Data & Surveying Services

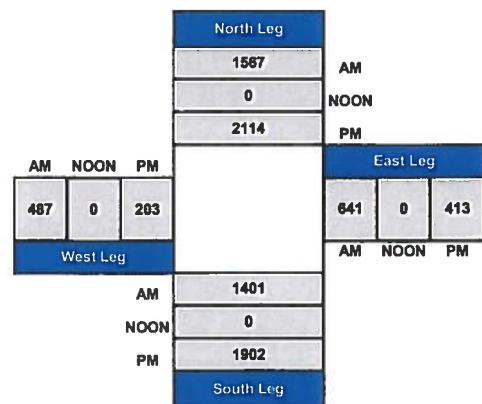
### S Main St and SR 405 WB Off Ramp , Carson



### Total Ins & Outs



### Total Volume Per Leg

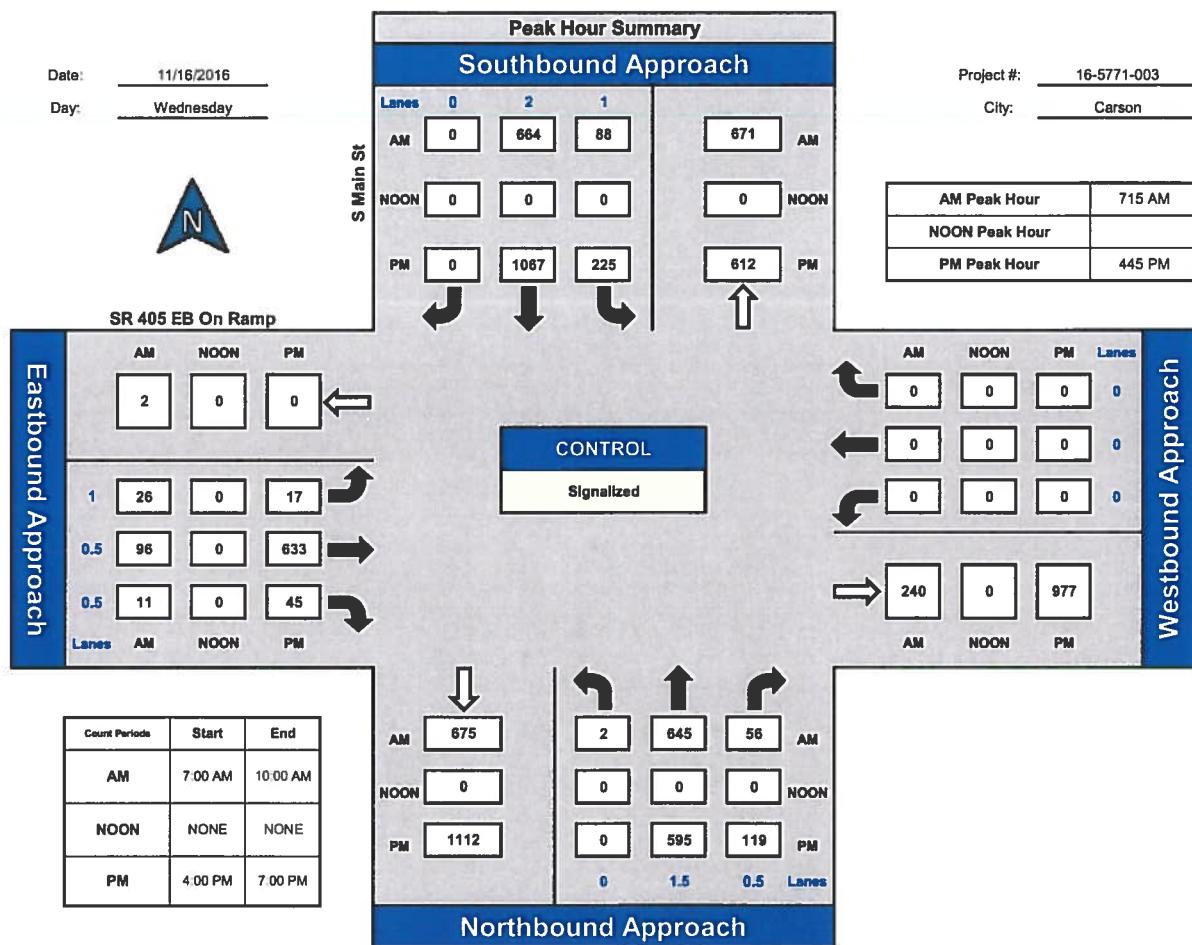


## ITM Peak Hour Summary

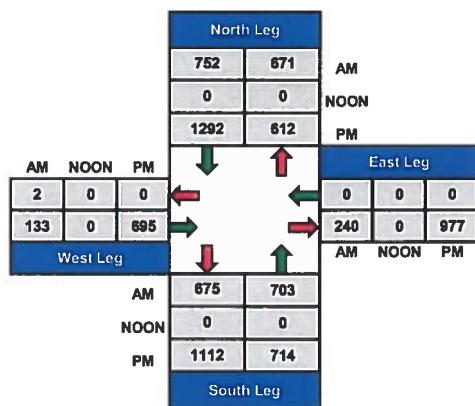
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**NDS**

National Data & Surveying Services

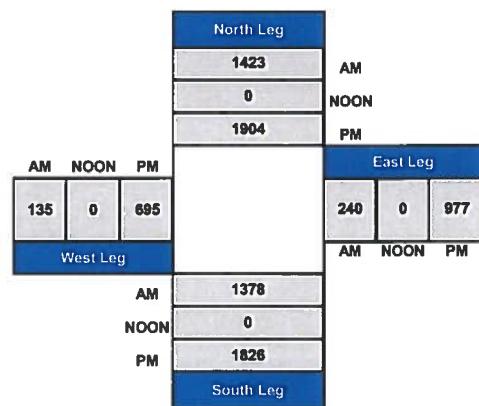
### S Main St and SR 405 EB On Ramp, Carson

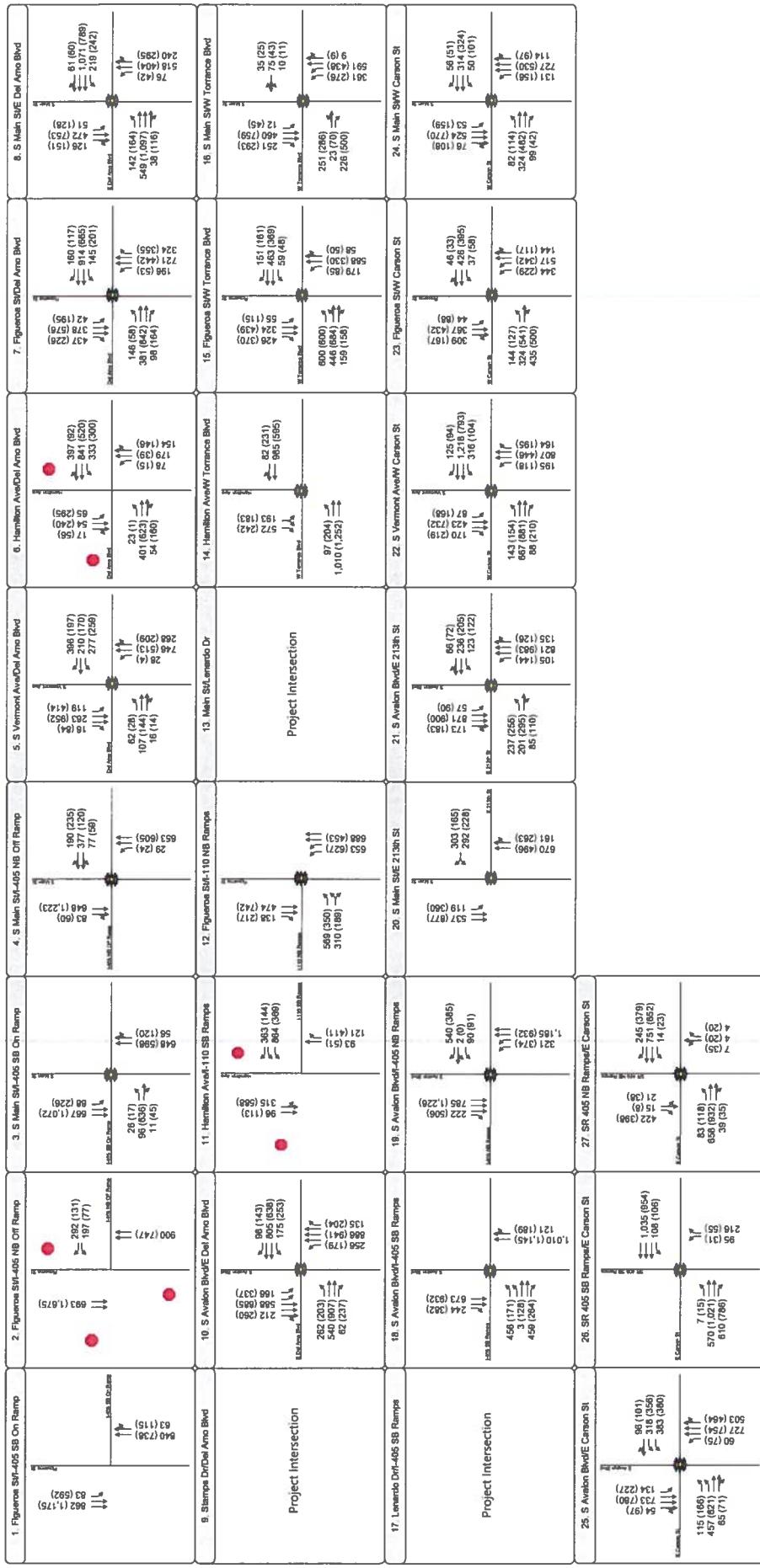


### Total Ins & Outs



### Total Volume Per Leg





**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**  
(Superseding Contract Boilerplate)

**I.** A new Section 1.5 is hereby added to the Agreement, to read in its entirety as follows:

“1.5 Recitals. The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.”

**II.** A new Section 1.6 is hereby added to the Agreement, to read in its entirety as follows:

“1.6 Non-Default of City. Contractor represents and warrants to City that, as of the date of this Agreement, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.”

**EXHIBIT “C”**

**SCHEDULE OF COMPENSATION**

- I. Consultant shall perform all of the Services for a flat rate of \$19,467.00, to be provided to Consultant upon final provision to City of all Services rendered to the complete satisfaction of the City.**
- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice pursuant to Section 2.2.**
- III. The total compensation for the Services shall not exceed \$19,467.00, as provided in Section 2.1 of this Agreement.**

**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services timely in accordance with the following schedule, further described in Exhibit No. 2 (project schedule), with all services to be completed no later than June 30, 2019:**

<b><u>Deadline Date</u></b>	
<b>A. Task A</b>	<u>30 calendar days</u> <u>from written</u> <u>notice to proceed</u>
<b>B. Task B</b>	<u>30 calendar days</u> <u>from written</u> <u>notice to proceed</u>

**II. Consultant shall deliver the following tangible work products to the City by the following dates.**

**A. Interim Development Impact Fee Study with analysis of Task A and B described in above Section I of Exhibit A, within 30 calendar days from written notice to proceed.**

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

## **Exhibit No. 2**

### **Project Schedule**

**WGZE**

**W.G. Zimmerman Engineering, Inc.**  
17011 Beach Boulevard, Suite 1240  
Huntington Beach, CA 92647  
714-799-1700 / 714-333-4712 fax

# City of Carson Interim Development Impact Fee

