AGREEMENT NO. _____

BETWEEN THE CITY OF LOS ANGELES
AND
CSDA DESIGN GROUP

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City") acting by and through its Board of Harbor Commissioners ("Board"), and CSDA Design Group, a California corporation, whose address is 364 Bush Street, Second Floor, San Francisco, CA 94104 ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including professional services to support the development, implementation, and management of the Port of Los Angeles Residential Sound Insulation (RSI) Mitigation Program; and

WHEREAS, Consultant is an organization that provides services, including, but not limited to, program management, project management, construction management, including acoustical testing, soundproofing design, engineering, construction, public outreach and related services for a RSI Mitigation Program, with such services required by the City and, by virtue of training and experience, is well-qualified to provide such services to the City; and

WHEREAS, by reason of the nature and length of the services required by City, it is not economical or feasible for City to have such services performed by its own employees;

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. Incorporation of Recitals.

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant.

2.1 All of the services Consultant shall perform for City are set forth in Exhibit "A" hereto and hereinafter shall be referred to as "Scope of Work." Among other things, Exhibit "A" breaks down the Scope of Work into individual tasks and, in some cases, further breaks down such tasks into subtasks, which hereinafter shall be referred to generically as "Tasks" and "Subtasks." The aggregate of all Tasks and, as applicable, Subtasks, comprises the Scope of Work.

2.2 Consultant's performance of Tasks and, as applicable, Subtasks shall occur as follows:

a. The Director of the Environmental Management Division of City's Harbor Department ("Director") shall issue a written document in the form attached hereto as Exhibit "B" that has been signed by the Deputy Executive Director of Marketing & Customer Relations for the City's Harbor Department and that specifies, without limitation: the Task or Subtask to be performed; the specific services required in connection with such Task or Subtask; the deliverables required in the performance of such Task or Subtask; the schedule for the performance of such Task or Subtask; authorized personnel who may perform the Task or Subtask; authorized compensation for such Task or Subtask; and MBE/WBE/SBE/VSBE/DVBE/OBE utilization ("Directive").

b. Consultant, to reflect its agreement with all the terms of such Directive, shall sign, date and return such Directive to Director.

c. Following Director's receipt of the Directive signed by Consultant, Director shall issue a written document in the form attached hereto as Exhibit "C" that has been signed by Director and that authorizes Consultant to commence performance of the services contemplated by such Directive ("Notice to Proceed").

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that Director lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a Directive, or in the absence of both a Directive and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of Director, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted and whom are listed on Exhibit "J" on the effective date of this Agreement, or whom Director may subsequently approve in writing ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Director's written request, Consultant shall supply City's Harbor Department with all agreements between it and its Subconsultants.

2.5 Consultant's performance of the Scope of Work shall adhere in all respects to scheduling requirements, if any, set forth in a Directive.

2.6 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity. City shall pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for the Project.

2.7 Director shall resolve in his or her sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a Directive, and the amount of compensation due. Upon written notice from Director, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to Director's reasonable satisfaction and at Consultant's sole cost and expense. Compliance with the requirements of this Section 2.7 is a condition to payment by City of compensation to Consultant pursuant to this Agreement.

2.8 Consultant's representative responsible for administering this Agreement, Randy Waldeck ("Project Manager"), shall not be changed without Director's written approval. Director may, for any reason in his or her sole reasonable discretion, require Consultant to substitute a new Project Manager. If City requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the Project and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

2.9 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.10 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.10 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice City at the lower rate.

2.11 Consultant shall promptly consider and implement, to the reasonable satisfaction of Director, any written comments of Director.

2.12 Consultant shall review information provided by City's Harbor Department. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of Director in writing.

2.13 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule, if any, set forth in a Directive shall entitle City to have services completed by others, shall obligate Consultant to pay City City's cost to undertake completion of such services, and shall authorize City to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule, if any, set forth in a Directive shall result in economic losses to the City, including, but not limited to, the timely bidding and awarding of contracts, completion of the project in connection with which Consultant's services are rendered and the use of such project by City's Harbor Department, its tenants and the public. A preliminary POLA RSI Mitigation

Program schedule which reflects anticipated program milestones as of the Effective Date of this Agreement is included as Exhibit "D" for reference.

3. Services To Be Performed By City.

3.1 City's Harbor Department shall provide Consultant with copies of relevant environmental documents and technical noise studies in Harbor Department's possession which, in the sole reasonable discretion of Director, shall assist in completing the Scope of Work.

3.2 Intentionally deleted.

3.3 Intentionally deleted.

3.4 Intentionally deleted.

3.5 City shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term.

4.1 After approval by City in accordance with Section 245 of City's Charter, the effective date of this Agreement shall be the date of its execution by City's Harbor Department Executive Director ("Executive Director"). Consultant acknowledges that Section 245 of City's Charter furnishes to the City Council of City ("Council") the right to review this Agreement and that this Agreement shall not become effective until after the expiration of the fifth Council meeting day after approval of this Agreement by Board, or the date of Council's approval of the Agreement.

4.2 The term of this Agreement shall not exceed five (5) years, commencing on the Agreement's effective date. This Agreement shall be in full force and effect until:

a. Director determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this Agreement, which termination shall become effective five (5) calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Director, in his or her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Director. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

c. Five (5) years have elapsed from the effective date of the Agreement.

4.3. Notwithstanding the foregoing, this Agreement is subject to the provisions of City's Charter which, among other things, precludes City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor. Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, Board is under no legal obligation to do so. City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefor. Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by Board.

Although Consultant is not obligated to perform any services required by the Scope of Work in any fiscal year in which no appropriation for the Agreement has been made, Consultant shall resume performance of the Scope of Work on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefor is approved by Board within that sixty (60) day period. Consultant is responsible for maintaining all insurance and bonds during this sixty (60) day period. The time for performance shall be extended during this period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by Board for this Agreement, this Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed One Million Seven Hundred and Sixty-Five Thousand Dollars ($1,765,000) to be paid as specified in Exhibit "E." If Exhibit "E" allocates a specific amount to the performance of a Task or Subtask and if, following the completion of such Task or Subtask, unexpended sums remain in relation to such specific amount, Executive Director may, upon written notice to Consultant, allocate such unexpended sums to the performance of a subsequent Task or Subtask.

5.2 Compensation payable under this Agreement includes payment for all labor, travel, per diem, fringe benefits, general and administrative expenses, overhead, profit, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses"). As such, Consultant shall not be entitled to separate reimbursement of Expenses under this Agreement. No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "E" expressly so allows. Compensation payable under this Agreement shall be on a (1) fixed fee, (2) hourly, or (3) combined fixed fee and hourly basis in accordance with the terms below, as may be more particularly specified in Exhibit "E" and Exhibit "F".

a. Fixed Fee. Lump sum compensation for satisfactory performance of Tasks as may be identified as "Lump Sum" in Exhibit "E."

b. Hourly Fee. An amount equal to the product of the hours expended by Consultant and the applicable hourly rates set forth in Exhibit "F" for time actually spent in the performance of Tasks as may be identified as "Not-to-Exceed" in Exhibit "E." The rates identified in Exhibit "F" state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged.

5.3 Intentionally deleted.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be specifically required in Exhibit "E." Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and four (4) copies of each such invoice for payment in the format that contains the information specified in Exhibit "G" and that includes the following certification:

> "I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.
>
> _____"
> (signed)

5.5 Consultant shall submit supporting documents with each invoice as may be set forth in a Directive. Such documents may include, but are not limited to, provider invoices, payrolls, and time sheets.

5.6 If Consultant utilizes Subconsultants to perform aspects of the Scope of Work, Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report in the form attached hereto as Exhibit "H." Consultant shall provide an explanation for any item that does not meet or exceed the participation levels required by a particular Directive, with specific plans and recommendations for improved subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report form. Consultant is not required to submit support for direct costs items of $25 or less.

5.7 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of City business, the same may be reviewed and approved. City shall

use all reasonable effort to pay said sums within sixty (60) days of receipt of each statement.

For payment and processing, all invoices shall be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

6. Recordkeeping and Audit Rights.

6.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

6.2 During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 6.2 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. Consultant Is An Independent Contractor.

Consultant, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. Business Tax Registration Certificate.

City's Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within City, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for City's Harbor Department. See https://finance.lacity.org/how-register-btrc.

9. Indemnification.

9.1 Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

9.2 Indemnification for Design Professional Services

To the fullest extent permitted by law (including without limitation, Section 2782.8 of the California Civil Code), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its boards, officers, agents, and/or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or the acts or omissions of an officer, employee, agent or Subconsultant, excepting only liability resulting from the negligence or willful misconduct of City.

10. Insurance.

10.1 Insurance procured by Consultant on Behalf of Consultant

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, Consultant shall procure and maintain at its sole cost

and expense and keep in force at all times during the term of this Agreement the following insurance:

(a) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars ($1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall have the railroad exclusion deleted.

(b) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars ($1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(c) Workers' Compensation and Employer's Liability

Where applicable, Consultant shall comply with the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in

which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(d) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars ($1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

Notice of occurrences of claims under the policy(s) shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's office.

The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute with it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and severability of interest clause, have no exclusions for Contractual Liability, have no restrictions for Sole Liability of Consultant, and shall not contain any other exclusions contrary to this Agreement.

Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary and Non-Contributory additional insureds.

10.2 Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Section 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement

No. ___, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

10.3 Required Features of Coverages

Insurance procured by Consultant in connection with this Section 10 shall include the following features:

(a) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at https://kwikcomply.org/ and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(b) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(c) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn:

Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(d) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(e) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at https://kwikcomply.org/ a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(f) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

10.4 Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.

2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.

3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.

5. Consultant provides the name and address of its claims administrator.

6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.

7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.

8. Consultant has complied with all laws pertaining to self-insurance.

10.5 Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars ($500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. Personal Services Agreement.

11.1 During the term of this Agreement, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of City's Harbor Department.

11.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

12. Confidentiality.

The data, documents, reports or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement ("City Data") and any recommendations made by Consultant relative thereto shall be considered confidential ("Confidential Information") and shall not be disclosed, reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under

this Agreement or as required by law. In addition, Consultant is required to safeguard City Data and Confidential Information from access by unauthorized personnel. Contractor shall immediately notify the Department of any attempt by a third party to obtain access to any City Data or Confidential Information. This provision shall survive expiration or termination of this Agreement.

For purposes of the restrictions set forth in this Section 20, City Data and Confidential Information shall include "Citizenship or Immigration Status" data defined in City of Los Angeles Administrative Code Section 19.190, namely "all information or classification regarding citizenship of the United States or any other country, place of birth, the authority to reside in or otherwise be present in the United States, including visa status, and the time or manner of a person's entry into the United States."

13. Affirmative Action.

Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code are incorporated herein by this reference and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit "I."

14. Small/Very Small Business Enterprise Program and Local Business Preference Program.

It is the policy of City's Harbor Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises (DVBE) and all Other Business Enterprises (MBE/WBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist City's Harbor Department in implementing this policy to the fullest extent allowed by applicable law, and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit "J."

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at http://www.RAMPLA.org. Consultant shall comply with all RAMP reporting requirements set forth in Executive

Directive No. 35 (August 25, 2022), *Equitable Access to Contracting Opportunities*, during the term of this Agreement.

15. Conflict of Interest.

Consultant has reviewed and understands the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code ("LAMC") Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof. Consultant's signature of this Agreement constitutes its affirmation that any former employees of City or City's Harbor Department that are employed by Consultant and that assist in performing the Scope of Work shall be free of any conflicts of interest with respect to City and City's Harbor Department.

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

16. Compliance with Applicable Laws.

Consultant's activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders. If in any instance a City standard is more stringent than a state, federal or other requirement, the City standard shall be followed unless the Director notifies the Consultant otherwise in writing, in which case the requirements of said notification shall apply.

17. Trademarks, Copyrights and Patents.

Consultant shall promptly and fully inform Director in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

18. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records,

reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

19. Royalty-Free License.

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

20. City's Disclosure Obligations.

Consultant acknowledges that City is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) ("Disclosure Laws").

21. Notices.

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective

parties, notice to City's Harbor Department shall be addressed to Executive Director, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. Taxpayer Identification Number ("TIN").

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

23. Service Contractor Worker Retention Policy and Living Wage Requirements.

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention ("SCWR"), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Agreement and otherwise pursue legal remedies that may be available.

24. Wage and Earnings Assignment Orders/Notices of Assignments.

Consultant and Subconsultants shall comply with all applicable state and federal employment reporting requirements for employees.

Consultant and Subconsultants shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Consultant and Subconsultants shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 et seq. of the California Family Code.

25. Equal Benefits Policy.

Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of City's Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit "K."

26. Compliance With Los Angeles City Charter Section 470(c)(12).

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or

candidates for elected City office if the agreement is valued at $100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least $100,000 for performance under this Agreement:

> Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions
>
> As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. _____. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at https://ethics.lacity.org/ or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

27. State Tidelands Grants.

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

28. Construction of Agreement.

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the

foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

29. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

30. Modification in Writing.

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

31. Waiver.

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

32. Governing Law.

This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced and governed under and by the laws of the State of California, without reference to choice of law rules.

33. Severability.

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

34. Jurisdiction.

The parties hereto consent to the jurisdiction of the State of California for the enforcement of this Agreement.

35. Integrated Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations,

covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

36. Exhibits; Sections.

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to sections are to sections of this Agreement unless stated otherwise.

37. Counterparty.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

/ / / / /

/ / / / /

/ / / / /

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By signing below, I attest that I have no personal, financial, beneficial, or familial interest in this contract.

Date:_____

By:_____
EUGENE D. SEROKA
Executive Director

Attest: _____
Secretary

CSDA Design Group

Date: _____

By: Randy Waldeck
Digitally signed by Randy Waldeck
DN: C=US, E=rwaldeck@csdadesigngroup.com, O=CSDA Design Group, OU=Acoustics, CN=Randy Waldeck
Date: 2025.11.21 10:24:33-08'00'

Name: Randy Waldeck

Title: Principal / CEO

By: Anissa K Wong
Digitally signed by Anissa K Wong
DN: C=US, E=awong@csdadesigngroup.com, O=CSDA Design Group, OU=Accounting, CN=Anissa K Wong
Date: 2025.11.21 08:34:47-08'00'

Name: Anissa Wong

Title: Vice-President

APPROVED AS TO FORM AND LEGALITY

Nov 24, 2025

HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By _____
JOHN T. DRISCOLL, Deputy

Rev. 12-16-24

Date: 10/30/2025
Contractor/Vendor Name: CSDA Design Group

Account#	541100	Project#	7833900
Division#	42010	Task#	6370000

Budget FY:	Amount:
2025/26	$ 98,099
2026/27	$ 1,091,259
2027/28	$ 281,839
2028/29	$ 201,283
2029/30	$ 0
2030/31	$ 92,520
TOTAL:	$1,765,000

For Acct/Budget Div. Use Only

Verified By: Erin O'Malley Digitally signed by Erin O'Malley Date: 2025.11.18 08:30:38 -08'00'

Verified Funds Available: Digitally signed by Frank Liu Date: 2025.11.18 08:59:04 -08'00'

Date Approved: 11/18/25

EXHIBIT A

PORT OF LOS ANGELES
Residential Sound Insulation Mitigation Program
Scope of Services

The following scope of services is for professional consulting services related to the Port of Los Angeles Residential Sound Insulation (RSI) Mitigation Program measures contained in the Final Environmental Impact Report (EIR), identified as MM NOI-2 in the Mitigation Monitoring and Reporting Program. The scope of services will require comprehensive program planning, public outreach, acoustic testing, design, and construction administration for modification of residential structures in the vicinity of the Port of Los Angeles in San Pedro. Approximately 65 residences are eligible to participate in the RSI Mitigation Program. The generally expected tasks include, but are not limited to, the following:

Task 1: Program Planning, Management, Outreach	
1.1	**Program Establishment**
This entails creating the parameters for the RSI Mitigation Program and the minimum qualifications for Homeowner eligibility. This will include, but not be limited to:	
1.11	**Kickoff Meeting:** Conduct "Kick-Off" Meeting with Port of Los Angeles and CSDA team members to clarify the vision and plan for the program.
1.12	**Create Project Schedule and Phasing Plan:** Evaluate the anticipated pace of the program. Develop a phasing plan that identifies the number of parcels within the noise-impacted area to be sound insulated.
1.13	**Program Website:** Create program website, phone number, and email address.
1.14	**Outreach Materials and HO Agreements:** Prepare program documentation such as outreach/educational materials, homeowner handbook, homeowner participation agreement, installation agreement, etc. Create collateral material (e.g., RSI letterhead).
1.15	**Launch Program, Initial Outreach:** Launch program and conduct outreach activities to eligible property owners (e.g., direct mailings, community meetings, "knock and talk").
1.2	**Program Management Plan**
Create a plan that details the management of scope, requirements, schedule, and other aspects of the RSI Mitigation Program. The implementation of this plan will allow the RSI Mitigation Program to operate efficiently and cost effectively. The plan will include, but not be limited to:	
1.21	**Communication Plan:** Develop communications plan, reporting templates, and identify program and phase tasks/milestones.
1.22	**Policies & Procedures Manual:** Draft the Program Policies and Procedures Manual. Distribute to POLA for review/comment. Finalize Manual.
1.23	**Program Report Template Creation:** Identify required reports and/or forms and customize them for the project.
1.3	**Program Management**
Program management will entail full oversight of the RSI Mitigation Program including but not limited to, establishing the program under all applicable requirements, the management of said program, the management of each project within the program, management of	

engineering and design services, outreach, establishment of systems to track and manage program documentation and information, and all other services required to successfully operate the program.	
1.31	**Ongoing Program Management:** Daily management of Design & Construction Teams. Interface with client as necessary.
1.32	**Building Department Coordination:** Meet with LADBS, confirm applicable code editions and submittal requirements for permitting.
1.33	**Monthly Status Reports:** Provide monthly status reports summarizing project progress, schedule adherence, etc. to be submitted to the POLA (and Court, if necessary).
1.34	**Meet with POLA staff:** Conduct periodic meetings (e.g., biweekly or monthly).
1.35	**Closeout Report:** Prepare a final program closeout report to document project compliance at the conclusion of the project. The close-out report will include post-construction acoustical measurement results and original cost and final costs per property.
1.4	**Outreach**
This service will include but not be limited to, establishing a plan for contacting the residential property owners, establishing sign up/eligibility check opportunities, creating information sessions/handouts, establishing helplines, and other aspects that keep property owners informed.	
1.41	**Homeowner Application Review and Document Signing:** Review homeowner applications, conduct title search to verify property ownership.
1.42	**Homeowner Liaison:** Homeowner liaison to respond to homeowner calls, emails, etc. Homeowner liaison to schedule acoustical testing and design visits.
1.5	**Systems**
This service will create at a minimum, the systems needed to track and manage the RSI Mitigation Program.	
1.51	**Establish Program Database:** Discuss program database/homeowner tracking system. Set up tracking sheet/database (in Excel) to track homeowners and project milestones.
1.52	**Setup Document Management System:** Determine and set up repository for program documents and document sharing (e.g., SharePoint).
1.53	**GIS Parcel Mapping:** Create GIS parcel maps to track and map progress of mitigated homes.
1.54	**Update and Maintain Tracking Sheet/Database:** Update and Maintain tracking sheet/database (Excel) system for project milestones, including logging of all homeowner contact.
Task 2: Acoustical Services / Pre-Design	
This service includes but is not limited to, providing pre-construction acoustical testing for program eligible homes, establishing baseline for design recommendations that assure noise reduction goals are met, recommending appropriate products/treatments, and carrying out necessary field acoustic test measurement pre-construction.	
2.1	**Windshield Surveys:** Conduct a "windshield survey" of all potentially eligible residences within the noise boundary.
2.2	**Develop Acoustical Test Plan:** Develop an acoustical test plan and present to POLA, revise test plan per POLA comments. Testing to be per relevant national standards (e.g., ASTM E966, FAA SAE standards).

2.3	**Pre-Construction Testing w/ Report:** Conduct pre-construction acoustic testing at 21 (~30%) of the residences that apply for the program and provide acoustical measurement results reports to POLA.
2.4	**Develop and Model Acoustical Treatments:** Perform noise modeling to estimate how proposed acoustical treatments will perform and verify the resultant interior noise levels will meet the project goals.
2.5	**Create/Revise Field Survey Templates Based on Modeling:** Develop preliminary acoustic treatments based on noise modeling and present the proposed acoustical treatments and noise modeling results for POLA review as required. Update field survey templates based on approved acoustic treatments.
2.6	**Post-Construction Acoustical Testing w/ Report:** After sound insulation is complete, provide post construction acoustic testing and reporting for those homes tested prior to construction.
Task 3: Design	
Design task should anticipate designing for the preferred delivery method selected such as, Design/Build, Construction Manager at Risk, or Design-Bid-Build. Design under this contract may encompass all stages of design required to deliver a permit level biddable design, and/or all stages of design required to provide bridging level design to the Harbor Department. Design elements will include, but not be limited to:	
3.1	**Design Management & Coordination**: Provide Architectural, Acoustic, Mechanical, Electrical, Structural, and Hazardous Material design services as required. Provide project management, coordination, and administration. Conduct weekly design meetings internally with sub-consultants.
3.2	**Design Surveys:** Schedule and participate in surveys of the participating residences to assess and document existing conditions as they relate to the installation of acoustical treatments and ventilation equipment.
3.3	**Hazardous Materials Abatement Inspection and Testing:** Inspect and document possible unsafe and/or unpermitted modifications to the structure.
3.4	**Background Drawings (50%):** Prepare background drawings of the building, site, and floor plans.
3.5	**80% Drawings, QA/QC, Preliminary Cost Estimate:** Prepare 80% construction documents as necessary and in accordance with state, local government, local agency and utility requirements which include plans, details and technical specifications for acoustic treatment of eligible residences. Perform internal QA/QC of 80% drawings
3.6	**90% Drawings, Homeowner Design Review and Document Signing:** Prepare 90% drawings and details. Perform plan review with the property owner and obtain sign-off. Incorporate property owner comments into 100% final design documents.
3.7	**Final (100%) Plans, Specs, Details, Cost Estimate:** Prepare bid documents including final plans for the installation of acoustical treatments, ventilation system designs, hazardous materials reports, specifications, details and the final cost estimate.
3.8	**City Permitting:** Submit drawings for permitting to City Building Department. Respond to City comments and resubmit as required for permitting.
3.9	**Bid Document Preparation:** Compile bid volumes, including Division 00 (Administrative) and Division 01 (Technical) specifications as well as drawings, details, and hazardous materials reports. Provide to POLA for bid release.

Task 4: Construction Administration	
This task is to establish a management plan for addressing the bidding, permitting, review, construction administration, and other aspects of construction management related to the installation of soundproofing. The plan will include, but not be limited to:	
4.1	**Construction Management and Coordination:** Provide construction management and coordination. Develop overall construction schedules and monitor schedule of contractor.
4.2	**Pre-Bid Support (Pre-Bid Meeting, Addenda, etc.):** Provide pre-bid and bidding support, attend pre-bid meetings, respond to requests for information, and provide addenda as needed.
4.3	**Submittal Review:** Review contractor's submittals. Route and track as necessary until final approval.
4.4	**Verification of Measurement Attendance:** Attend contractor's "verification of measurements" site visits. Assist the contractor with documenting existing conditions, such as existing damage at each property.
4.5	**RFI Response:** Respond to contractor's Requests for Information (RFIs).
4.6	**Warehouse Materials Inspection:** Conduct warehouse materials inspections of the windows and doors as shipments are received and prior to construction start.
4.7	**Construction Progress Meetings and Report:** Conduct bi-weekly construction progress meetings with the general contractor (and subs as required) to monitor construction progress, track liquidated damages, and understand potential delays due to product delivery schedules, etc.
4.8	**Hazardous Materials Abatement Report Review:** Provide hazardous materials abatement inspection and testing.
4.9	**Construction Inspection (Daily Observation, Punchlist, Substantial, and Final):** Provide inspections during and after construction for each residence to ensure that all work and materials are in conformance with the construction documents.
4.10	**Review Contractor Pay Apps, Change Orders, etc.:** Review contractor payment applications, cost proposals, and change orders. Prepare change order proposal requests (RFCs).
4.11	**Review Certified Payroll:** Review of contractor's certified payroll and related documents.
4.12	**Warranty Claim Resolution:** Participate in warranty claim resolution while under contract to POLA.
4.13	**Review Contractor Closeout Documents:** Review "close-out" materials for each property including "as-built drawings", warranty and operation and maintenance materials for the products installed, final permits, etc. These materials will be provided by the contractor and will be reviewed prior to transferring them to homeowner.

Deliverables by Task	
The contractor is expected to provide at a minimum, the following deliverables by task:	
Task 1	▪ Project Schedule ▪ Program Website ▪ Homeowner Handbook ▪ Policies & Procedures Manual

	▪ Homeowner Agreement(s) ▪ Communication Plan ▪ Program Database/Spreadsheet ▪ Monthly Reports ▪ Program Closeout Report
Task 2	▪ Windshield Survey (Digital Only) ▪ Acoustical Test Plan ▪ Pre-Construction Reports ▪ Post-Construction Reports
Task 3	▪ Property Drawings with Specifications, Details, and Cost Estimate ▪ Bid Documents (Division 00 specs, Division 01 specs, drawings, details)
Task 4	▪ Materials Inspection Report ▪ Construction Progress Report ▪ Construction Inspection Reports (Daily Observations, Punchlist, Substantial and Final) ▪ Contractor's Closeout Documentation

Exhibit B

Sample Form of Directive

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Directive No. 1

Project Name
Pursuant to Section 2.2(a) of Agreement No. _____, after receipt of a written Notice to Proceed signed by the Director of the Environmental Management Division, Consultant shall proceed with the following:

Task	Services	Authorized Amount

Consultant shall provide all required task, services, and deliverables in accordance with Exhibit "A" to Agreement No. _____.

Consultant shall complete the work within __ calendar days from City's transmittal of its written Notice to Proceed.

Consultant shall undertake the following MBE/WBE/SBE/VSBE/DVBE/OBE utilization in connection with its performance of this Directive No. __.

Consultant acknowledges that the terms and conditions of Agreement No. ___ govern this Directive and that its signature below reflects its agreement with the terms and conditions of this Directive No. __.

If you have any questions, please contact _____ at (310) 732-_____.

ACCEPTED:

(Consultant Name)
Consultant
Date:

Michael DiBernardo
Deputy Executive Director
Date:

Exhibit C
Form of Notice to Proceed

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Notice to Proceed - Directive No. __
Project Name

This is to notify and direct you to commence performance of the subject Directive. Enclosed is your set of the executed Directive documents.

If you have any questions, please contact _____ at (310) 732-_____.

Very truly yours,

Director, Environmental Management Division

Enclosure: Directive No. __

EXHIBIT D

PORT OF LOS ANGELES
Residential Sound Insulation
Mitigation Program
Preliminary Schedule

	Task	Estimated Start	Estimated End	Duration	%
	RSIMP	4/1/2026	12/31/2028	718	
1	Program Establishment	4/1/2026	11/30/2026	174	
1.1	Management Plan	4/1/2026	9/30/2026	131	
1.2	Systems	4/1/2026	6/30/2026	65	
1.3	Outreach	8/1/2026	11/30/2026	86	
2	Acoustical Services/Pre-Design	12/1/2026	2/1/2027	45	
3	Design	2/2/2027	7/2/2027	109	
4	Bid & Award	7/3/2027	12/30/2027	129	
5	Construction Administration	12/31/2027	10/27/2028	216	
6	Program Management	4/1/2026	12/31/2028	718	

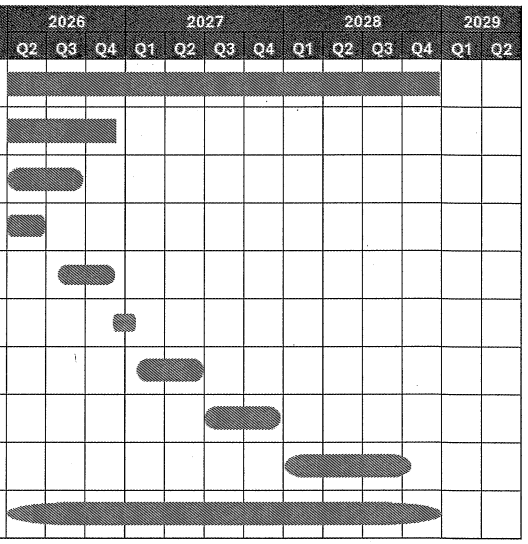

EXHIBIT E

Port of Los Angeles Residential Sound Insulation Program: Fee Proposal

	Firm	CSDA		YDG		Trifiletti		Global ASR		Barr & Clark									
		2025-2030		2025-2030		2025-2030		2025-2030		2025-2030									
Tasks	Description	Labor	ODC/Reimburs.	Labor	ODC/Reimburs.	Labor	ODC/Reimburs.	Labor	ODC/Reimburs.	Labor	ODC/Reimburs.	ODC/Reimburs. Subtotal	T&M / NTE Subtotal	Lump Sum Subtotal	Grand Total	Billing Type	CSDA Per Unit Cost	YDG Per Unit Cost	Barr & Clark Per Unit Cost
TASK 1	**Program Management / Outreach**																		
1.1	Program Establishment	$ 22,646.20	$ -	$ 327.82	$ -	$ 29,956.76	$ 9,850.00	$ 2,000.00	$ -	$ -	$ -	$ 9,850.00	$ -	$ 54,930.78	$ 64,780.78	LS			
1.2	Program Management Plan	$ 7,969.68	$ -	$ 1,273.44	$ -	$ 2,760.77	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,003.89	$ 12,003.89	LS			
1.3	Program Management	$ 327,659.28	$ -	$ 5,245.09	$ -	$ 1,617.24	$ -	$ -	$ -	$ -	$ -	$ -	$ 334,521.61	$ -	$ 334,521.61	T&M / NTE			
1.4	Outreach	$ 19,356.48	$ -	$ -	$ -	$ 145,393.88	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 164,750.36	$ 164,750.36	LS			
1.5	Systems	$ 40,092.48	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,092.48	$ 40,092.48	LS			
	SUBTOTAL FOR TASK 1	$ 417,724.12	$ -	$ 6,846.35	$ -	$ 179,728.65	$ 9,850.00	$ 2,000.00	$ -	$ -	$ -	$ 9,850.00	$ 334,521.61	$ 271,777.52	$ 616,149.13				
TASK 2	**Acoustical Services / Pre-Design**																		
2.1	Windshield survey of potentially eligible residences	$ 4,180.61	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 4,180.61	$ 4,180.61	LS per Unit			
2.2	Develop Acoustical Test Plan	$ 1,625.52	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 1,625.52	$ 1,625.52	LS per Unit			
2.3	Pre-Construction Testing w/ Report	$ 16,509.94	$ -	$ -	$ -	$ -	$ -	$ 8,000.00	$ -	$ -	$ -	$ -		$ 24,509.94	$ 24,509.94	LS per Unit	$ 553.57		
2.4	Develop and Model Acoustical Treatments	$ 2,469.18	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 2,469.18	$ 2,469.18	LS per Unit			
2.5	Create/revise field survey templates based on modeling	$ 1,673.78	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 1,673.78	$ 1,673.78	LS per Unit			
2.6	Post-Construction Acoustical Testing w/ Report	$ 16,509.94	$ -	$ -	$ -	$ -	$ -	$ 8,000.00	$ -	$ -	$ -	$ -		$ 24,509.94	$ 24,509.94	LS per Unit	$ 553.57		
	SUBTOTAL FOR TASK 2	$ 42,968.97	$ -	$ -	$ -	$ -	$ -	$ 16,000.00	$ -	$ -	$ -	$ -	$ -	$ 58,968.97	$ 58,968.97				
TASK 3	**Design**																		
3.1	Design Management & Coordination	$ 130,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 130,000.00	$ 130,000.00	LS per Unit			
3.2	Design Surveys	$ 138,138.00	$ -	$ 57,284.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 195,422.50	$ 195,422.50	LS per Unit	$ 2,125.20	$ 881.30	
3.3	Hazardous Materials Abatement Inspection and Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,090.00	$ -	$ -		$ 28,090.00	$ 28,090.00	LS per Unit			$ 432.15
3.4	Background Drawings (50%)	$ 78,936.00	$ -	$ 32,734.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 111,670.00	$ 111,670.00	LS per Unit	$ 1,214.40	$ 503.60	
3.5	QA/QC	$ 98,670.00	$ -	$ 49,101.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 147,771.00	$ 147,771.00	LS per Unit	$ 1,518.00	$ 755.40	
3.6	Homeowner Design Review and Document Signing	$ 39,468.00	$ -	$ 16,367.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 55,835.00	$ 55,835.00	LS per Unit	$ 607.20	$ 251.80	
3.7	Final (100%) Plans	$ 19,734.00	$ -	$ 8,183.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 27,917.50	$ 27,917.50	LS per Unit	$ 303.60	$ 125.90	
3.9	Bid Document Preparation	$ 19,734.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 19,734.00	$ 19,734.00	LS per Unit	$ 303.60		
	SUBTOTAL FOR TASK 3	$ 524,680.00	$ -	$ 163,670.00	$ -	$ -	$ -	$ -	$ -	$ 28,090.00	$ -	$ -	$ -	$ 716,440.00	$ 716,440.00				
TASK 4	**Construction Administration**	$ 274,886.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,035.54	$ -	$ -	$ 280,921.95	$ -	$ 280,921.95	T&M / NTE			
	SUBTOTAL FOR TASK 4	$ 274,886.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,035.54	$ -	$ -	$ 280,921.95	$ -	$ 280,921.95				
	GRAND TOTAL	$ 1,260,259.50	$ -	$ 170,516.35	$ -	$ 179,728.65	$ 9,850.00	$ 18,000.00	$ -	$ 34,125.54	$ -	$ 9,850.00	$ 615,443.55	$ 1,047,186.49	$ 1,672,480.04				
	Structural Allowance														$ 90,000.00				
	GRAND TOTAL W/Structural	$ 1,260,259.50	$ -	$ 170,516.35	$ -	$ 179,728.65	$ 9,850.00	$ 18,000.00	$ -	$ 34,125.54	$ -	$ 9,850.00	$ 615,443.55	$ 1,047,186.49	$ 1,762,480.04				

EXHIBIT F

Port of Los Angeles RSI Mitigation Program - Hourly Fees

Title / Role on Project	Discipline	Year 1 (2026)	Year 3 (2028)	Year 5 (2030)
CSDA Design Group				
Principal	Program Management	$272.95	$289.57	$307.21
Associate Principal	Program Management	$252.35	$267.72	$284.02
Senior Project Manager	Program Management	$242.05	$256.79	$272.43
Project Manager	Program Management	$195.70	$207.62	$220.26
Project Assistant	Program Management	$113.30	$120.20	$127.52
Intern	Program Management	$77.25	$81.95	$86.95
Project Architect	Architectural Design	$190.55	$202.15	$214.47
Designer IV	Architectural Design	$180.25	$191.23	$202.87
Designer III	Architectural Design	$159.65	$169.37	$179.69
Designer II	Architectural Design	$139.05	$147.52	$156.50
Designer I	Architectural Design	$123.60	$131.13	$139.11
Senior Construction Manager	Construction Management	$195.70	$207.62	$220.26
Construction Administration	Construction Management	$180.25	$191.23	$202.87
Acoustics Director	Acoustical Measurements	$262.95	$278.96	$295.95
Acoustician	Acoustical Measurements	$141.95	$150.59	$159.77
Acoustical Field Technician	Acoustical Measurements	$121.25	$128.63	$136.47
YDG Engineers, Inc.				
Principal Engineer	MEP Engineering	$309.00	$327.82	$347.78
Senior Engineer	MEP Engineering	$264.11	$280.19	$297.26
Engineer	MEP Engineering	$169.71	$180.05	$191.01
Junior Engineer	MEP Engineering	$126.04	$133.72	$141.86
Trifiletti Consulting				
Principal	Outreach Management	$477.92	$507.03	$537.90
Managing Director	Outreach Management	$371.83	$394.47	$418.50
Subject Matter Expert	Outreach Management	$345.05	$366.06	$388.36
Senior Project Manager	Outreach Management	$328.57	$348.58	$369.81
Project Manager	Outreach Management	$293.55	$311.43	$330.39
Communications Manager	Outreach Management	$222.48	$236.03	$250.40
Community Outreach Manager	Outreach Management	$238.96	$253.51	$268.95
Community Outreach Coordinator	Outreach Management	$190.55	$202.15	$214.47
Homeowner Liaison	Outreach Management	$139.05	$147.52	$156.50
Administrative	Outreach Management	$132.87	$140.96	$149.55
Global ASR Consulting, Inc.				
Principal/Senior Project Manager	Acoustical Measurements	$169.95	$180.30	$191.28
Project Manager	Acoustical Measurements	$159.65	$169.37	$179.69
Senior Project Engineer	Acoustical Measurements	$149.35	$158.45	$168.09
Project Engineer	Acoustical Measurements	$139.05	$147.52	$156.50
Field Engineer / GIS Specialist	Acoustical Measurements	$128.75	$136.59	$144.91
Administrative	Acoustical Measurements	$118.45	$125.66	$133.32
Clerical	Acoustical Measurements	$108.15	$114.74	$121.72
Barr & Clark				
Principal	Hazmat	$281.14	$298.26	$316.42
Senior Lead & Asbestos Project Manager	Hazmat	$175.05	$185.71	$197.02
Lead Inspector/Risk Assessor and Certified Asbestos Consultant	Hazmat	$143.22	$151.94	$161.20
Administrative	Hazmat	$100.79	$106.92	$113.43

Note: Assumes 3% per year hourly rate escalation.

EXHIBIT G

Company Letterhead

Agreement No.:
ADP No.:
BTRC No.:
TIN:

Invoice Number:
Date:
POLA PM:

Task number, Project Title
Billing Period: Month/Day/Year to Month/Day/Year

Authorized PD Budget	Current Invoice	Invoiced To-Date	PD Balance
$0.00	$0.00	$0.00	$0.00

PERSONNEL:	**Rate/Hour**	**Current Hours**	***Cumulative Hours***	**Current Total**
Name & Title	$0.00	0	0	$0.00
"	$0.00	0	0	$0.00
"	$0.00	0	0	$0.00
"	$0.00	0	0	$0.00
"	$0.00	0	0	$0.00
"	$0.00	0	0	$0.00
			Total Labor Cost:	$0.00

SUBCONSULTANT:	**Activity**	**Current Total**
Name of Subconsultant	Work Performed	$0.00
"		$0.00
"		$0.00
"		$0.00
	Total Subconsultant Cost:	**$0.00**

REIMBURSABLE EXPENSES:	**Current Total**
Mileage, Parking, Car Rentals, Reproduction/Copies, etc.	$0.00
"	$0.00
"	$0.00
"	$0.00
"	$0.00
Total Other Direct Cost:	**$0.00**
TOTAL AMOUNT NOW DUE:	**$0.00**

REMIT PAYMENT TO:
Company Name
Address
City, ST Zip

Progress Report: *Describe the work undertaken during this billing period. Identify accomplishments and challenges encountered. Provide other info as appropriate.*

I certify under penalty of perjury that the above bill is just and correct according to the terms of Agmt #_____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

_____
Consultant Representative Name

Date: _____
APPROVED AS TO SCOPE AND AMOUNT OF WORK PERFORMED

_____
POLA PROJECT MANAGER

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ *Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

SBE Mandated Participation Percentage _____ SBE VSBE

Proposed Subcontractor Percentage _____ MBE WBE OBE DVBE

				PROPOSED		ACTUALS		
	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBEDVBE	Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Directions:

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount

Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date

Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

* Group = (SBE/VSBE/MBE/WBE/OBE/DVBE/DBE)

EXHIBIT H

Rev 09/21/11

EXHIBIT I - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is $25,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding

Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in

a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

(a) Recruit and make efforts to obtain employees through:

(i) Advertising employment opportunities in minority and other community news media or other publications.

(ii) Notifying minority, women and other community organizations of employment opportunities.

(iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.

(iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.

(v) Promoting after school and vacation employment opportunities for minority, women and other youth.

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

(i) What steps were taken, how and on what date.

(ii) To whom those efforts were directed.

(iii) The responses received, from whom and when.

(iv) What other steps were taken or will be taken to comply and when.

(v) Why the Contractor has been or will be unable to comply.

2. Every contract of $25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

EXHIBIT J

SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM
LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

The Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Regional Alliance Marketplace for Procurement (RAMP), at http://www.RAMPLA.org, to outreach to potential subconsultants.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of $5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 0%, including 0% VSBE participation**. The North American Industry Classification System (NAICS) Code for the scope of services is **541620**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is $_ million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the RAMP by the time proposals are due.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of $150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

The Harbor Department defines a LBE as:

(a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or

(b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

CSDA Design Group

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

[X] SBE [ ] VSBE [ ] MBE [ ] WBE [ ] DVBE [ ] OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of $5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

[X] LBE [ ] Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: Randy Waldeck

Printed Name: Randy Waldeck

Title: Principal

Date Signed: 4/2/2025

Consultant Description Form

PRIME CONSULTANT:

Contract Title: Port of Los Angeles Residential Sound Insulation Mitigation Program RFP

Business Name: CSDA Design Group RAMP ID#: 5400

Award Total: $ 76% / Approx. $1,247,388

Owner's Ethnicity: C & APA Gender M & F Group: (SBE) VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO ____ (Check only one)

Primary NAICS Code: 541330

Address: 610 E. Franklin Street

City/State/Zip: El Segundo, CA 90245

County: Los Angeles

Telephone: (310) 821-9200 FAX: ( ) N/A

Contact Person/Title: Randy Waldeck, Principal

Email Address: rwaldeck@csdadesigngroup.com

SUBCONSULTANT:

Business Name: Global ASR Consulting, Inc. RAMP ID#: 79053

Award Total: (% or $): 2%

Services to be provided: Noise Field Measurements, Support Services

Owner's Ethnicity: APA Gender M Group: (SBE) (VSBE) (MBE) WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO ____ (Check only one)

Primary NAICS Code: 541620, 541690

Address: 21238 Kinard Avenue

City/State/Zip: Carson, CA 90745

County: Los Angeles

Telephone: (818) 445-7677 FAX: ( ) N/A

Contact Person/Title: Berwyn Salazar, Principal

Email Address: berwyn@globalasr.com

SUBCONSULTANT:

Business Name: Barr & Clark, Inc. RAMP ID#: 53024

Award Total: (% or $): 4%

Services to be provided: Lead-Based Paint & Asbestos Testing/Consulting Services

Owner's Ethnicity: C Gender M Group: SBE (VSBE) MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO ____ (Check only one)

Primary NAICS Code: 541990

Address: 16531 Bolsa Chica Street, Suite 205

City/State/Zip: Huntington Beach, CA 92649

County: Orange

Telephone: (714) 894-5700 FAX: ( ) N/A

Contact Person/Title: Matt Crochet, President/CEO

Email address: matt@barrandclark.com

Consultant Description Form

SUBCONSULTANT:

Business Name: YDG Engineers, Inc. RAMP ID#: 62966

Award Total: (% or $): 11%

Services to be provided: Mechanical and Electrical Engineering Design

Owner's Ethnicity: APA Gender M Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO_____ (Check only one)

Primary NAICS Code: 541330

Address: 2930 W. Imperial Highway, Suite 516

City/State/Zip: Inglewood, CA 90303

County: Los Angeles

Telephone: (310) 912-5008 FAX: ( ) N/A

Contact Person/Title: Sam Yoo, President

Email Address: syoo@ydgengineers.com

SUBCONSULTANT:

Business Name: Trifiletti Consulting RAMP ID#: 78672

Award Total: (% or $): 7%

Services to be provided: Strategic Advisory Services, Community Engagement, Homeowners Liaison

Owner's Ethnicity: HA Gender F Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO_____ (Check only one)

Primary NAICS Code: 541990, 541620, 541690

Address: 1545 Wilshire Blvd. Suite 700

City/State/Zip: Los Angeles, CA 90017

County: Los Angeles

Telephone: (213) 315-2121 FAX: ( ) N/A

Contact Person/Title: Desiree De La O, Chief Operations Officer

Email Address: desiree@trifiletticonsulting.com

SUBCONSULTANT:

Business Name: N/A RAMP ID#: _____

Award Total: (% or $): _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES_____ NO_____ (Check only one)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email address: _____

EXHIBIT K

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.