



REPORT TO THE BOARD OF AIRPORT COMMISSIONERS

Samantha Bricker (Mar 9, 2022 17:24 PST)

Reviewed by: Samantha Bricker, Chief Sustainability and Revenue Management Officer

Brian Ostler (Mar 9, 2022 18:44 PST)

Brian C. Ostler, City Attorney

Justin Erbacci (Mar 9, 2022 19:16 PST)

Justin Erbacci, Chief Executive Officer

Meeting Date

3/17/2022

Needs Council Approval: Y

Reviewed for / by	Date	Approval Status	By
Finance	3/8/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	3/3/2022	<input checked="" type="checkbox"/> Y	VW
Procurement	3/7/2022	<input type="checkbox"/> Y <input checked="" type="checkbox"/> Cond	BG
Guest Experience	3/4/2022	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	3/1/2022	<input checked="" type="checkbox"/> Y	KC
City Attorney	3/8/2022	<input checked="" type="checkbox"/> Y	NC

SUBJECT

Request to award a contract to CSDA Design Group, to provide Project Management/Construction Management services for the Los Angeles International Airport Residential Sound Insulation Program, for a term of seven years, for a total not-to-exceed amount of \$35,700,000.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

- ADOPT the Staff Report.
- DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f. and Article III, Class 1 (1) of the Los Angeles City CEQA Guidelines.
- FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
- APPROVE the award of a contract to CSDA Design Group to provide Project Management/Construction Management services for the Los Angeles International Airport Residential Sound Insulation Program for a term of seven years, for a total not-to-exceed cost of \$35,700,000.

5. APPROPRIATE capital funds in the amount of \$35,700,000 for the implementation of this project.
6. AUTHORIZE the Chief Executive Officer or designee to execute the seven-year contract with CSDA Design Group after approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

Approval of this contract will allow Los Angeles World Airports (LAWA) to establish and manage the Los Angeles International Airport Residential Sound Insulation (LAX-RSI) Program to mitigate incompatible residential units in the City of Los Angeles and City of El Segundo. Residential units exposed to aircraft noise of 65 dB Community Noise Equivalent Level (CNEL) or higher are considered by California Code of Regulations (CCR) Title 21 to be incompatible land uses and must be addressed/mitigated to achieve compatibility. The LAX-RSI Program would provide sound insulation modifications for approximately 2,385 units within designated noise contours in the neighboring communities of LAX, including Los Angeles Council Districts 8 and 11 and the City of El Segundo.

2. Prior Related Actions/History of Board Actions

- **July 19, 2001 – Board Resolution No. 21481**

The Board of Airport Commissioners (Board) approved the update of the Supplemental Funding Policy for the Land Use Mitigation Program, which was established as a result of state and federal requirements and programs, to comply with CCR Title 21, Airport Noise Standards. The original policy was adopted on May 20, 1987 (Board Resolution No. 15844).

- **August 20, 2020 – Board Resolution No. 27088 (LAA-9117)**

The Board approved the Acceptance of Grant Offer and Execution of a Grant Agreement with the Federal Aviation Administration (FAA) for implementation of the Los Angeles International Airport Residential Sound Insulation Program (\$3.75 million Airport Improvement Program [AIP] Grant).

- **May 20, 2021 – Board Resolution No. 27257 (LAA-9131)**

The Board approved the Acceptance of Grant Offers and Execution of Grant Agreements with the FAA covering Airport Improvement Program funds for noise mitigation at Los Angeles International Airport (\$6.275 million AIP Grant).

- **September 14, 2021 – Board Resolution No. 27339 (LAA-9142)**

The Board approved a Memorandum of Understanding with the City of El Segundo to enhance collaboration and communication between El Segundo and Los Angeles World Airports, including implementation of the Residential Sound Insulation Program for eligible residents.

3. Background

California Code of Regulations Title 21, Airport Noise Standards, requires incompatible land uses, including residential dwellings within the noise impact boundary, to be addressed through various means such as sound insulation and/or easement purchase. To comply with this regulation, LAWA and its surrounding noise-impacted jurisdictions initiated Residential Sound Insulation Programs in the 1990s.

Participating in the RSI program is voluntary, and every dwelling unit must meet the following RSI Program eligibility criteria:

- Inside 65 dB noise contour of an FAA Approved Part 150 Noise Exposure Map (currently the 2020 Noise Exposure Map)
- Average interior noise level of 45 dB or greater
- Built before October 1, 1998

Historically, the City of Inglewood, Los Angeles County, and City of El Segundo implemented and managed their own RSI programs with FAA and LAWA funding. These jurisdictions applied directly to the FAA for Airport Improvement Program grants, which funded up to 80 percent of the total cost of the project, and then requested that LAWA provide the 20 percent local matching funds. Los Angeles World Airports primarily used Passenger Facility Charge funds to provide the local match for the AIP grants.

The City of Inglewood and Los Angeles County continue to implement and manage RSI programs using FAA and LAWA funding as noted above and are expected to complete those programs over the next few years.

The City of El Segundo initiated its own RSI program in 1993 and provided sound insulation for 1,943 units. El Segundo terminated their RSI program on July 17, 2018, due to challenges encountered in resolving items under updated federal RSI program requirements. Therefore, approximately 1,146 units remain incompatible and need to be mitigated.

Los Angeles World Airports implemented the RSI program for dwellings within the City of Los Angeles in 1997 and sound insulated 7,327 units through the life of the program, which was deemed completed and closed in 2014. However, over the last few years, new residents have moved into these areas and code issues that previously prevented some homeowners from participating have now been resolved. Approximately 1,239 units that were untreated may be eligible for treatment; consequently, there is renewed interest from residents to provide sound treatments for these homes.

As a result of the renewed interest in sound insulation, LAWA has taken steps to establish a new LAX-RSI Program. Under this program LAWA will provide another opportunity for current owners of noise-impacted dwelling units in the approved noise contour in the City of Los Angeles (Council Districts 8 and 11) to receive sound insulation upgrades. Additionally, LAWA will assume responsibility for providing sound insulation to approximately 1,146 eligible residences in El Segundo.

To enable this, LAWA's Capital Committee approved the "LAX-RSI Program" project in June 2021 with the total budget of \$143 million to mitigate approximately 2,385 dwelling units. Up

to 80 percent of the total program cost, or \$114.4 million, is reimbursable by FAA AIP grants. Los Angeles World Airports is targeting completion of the LAX-RSI program in seven years.

Los Angeles World Airports has also applied for FAA AIP grants for the sound insulation of the El Segundo and City of Los Angeles dwelling units. In the past two years, LAWA has received two grants for a total of \$10 million.

4. Current Action/Rationale

Staff is requesting the Board approve the award of a Project Management/Construction Management Contract (PM/CM) to CSDA Design Group to establish, oversee, and manage the LAX-RSI Program. The contract will be for seven years for a total not-to-exceed amount of \$35,700,000.

A residential sound insulation program is a unique and complicated construction project as it really is hundreds of small projects, each with distinctive stakeholders. To develop and implement the LAX-RSI Program, staff consulted with subject matter experts and other airport officials involved with active RSI programs and evaluated the availability of LAWA's internal resources for implementing this Program. After considering the available and possible options, staff decided to proceed with a turnkey program management approach by hiring a PM/CM firm to establish and manage the program and its construction.

Over the course of the contract, CSDA Design Group will perform a wide variety of tasks as part of its project management and construction management duties. Anticipated activities include, but are not limited to, program establishment, program management, project management, construction management, design, design management, acoustic testing, outreach, stakeholder management, communication strategy, and risk management.

The scope of work for this contract includes:

- **Program Management:**
 - Program Establishment: Establish program processes, procedures, and specifications; define eligibility criteria; obtain FAA approvals; create program baselines; and establish a demonstration home if necessary.
 - Program Management Plan: Create a plan to track and manage program scope, schedule, requirements, and other aspects of the program.
 - Program and Project Management: Oversee and manage federal, state, and local agency coordination; prepare program status and financial reports; manage and coordinate design and construction; oversee claims and dispute resolution.
 - Outreach: Create a Program website, prepare a Homeowner's Handbook and outreach materials, coordinate and conduct residence owner meetings, develop an application process, and conduct homeowner sign-ups.
 - Systems: Create and manage a GIS-based database, manage and maintain LAWA's Prolog system's LAX-RSI Program, and create and maintain a Power BI dashboard for the Program.

- **Acoustical Testing:** Conduct pre- and post-construction acoustical testing, establish baseline for design recommendations, and recommend appropriate products and materials.
- **Design/Design Management:** LAWA has reserved the option to utilize CSDA services for the LAX-RSI design, depending on the delivery option. Los Angeles World Airports might use varying project delivery methods, including Design/Build, Construction Manager at-Risk, and Design-Bid-Build.
- **Construction Management:** Manage construction procurement and bids, inspections, change orders, project closeout, and warranties
- **Demonstration Home:** There is an existing demonstration home in the City of El Segundo left from the prior RSI program, but its condition is not known. An optional line item in the contract would allow CSDA Design Group to either modify and renovate the existing demonstration home, if feasible, or rent one for the duration of the contract.

To meet the LAX-RSI goal of sound insulating approximately 2,385 dwelling over the next seven years, CSDA Design Group will perform the following components of the program for the total not-to-exceed cost of \$35,700,000:

Task	Cost
Program Management	\$ 10,170,000
Outreach/Stakeholder Management	\$ 4,160,000
Design/Design Management	\$ 10,325,000
Construction Management/Acoustical Testing	\$ 9,995,000
TOTAL	\$ 34,650,000
Optional Demo Home	\$ 450,000
Optional Full AC Design at Homes W of I-405	\$ 600,000
TOTAL WITH OPTIONS	\$ 35,700,000

5. Selection Process

Los Angeles World Airports conducted an open procurement under FAA guidelines to secure a consultant for these services. On September 7, 2021, LAWA posted the Request for Proposals (RFP) for Project Management/Construction Management Services for LAX Residential Sound Insulation Program on the Los Angeles Business Assistance Virtual Network (LABAVN). A virtual pre-proposal conference was held on September 21, 2021, with approximately 40 participants. Proposals were received by the due date of October 26, 2021, from the following three firms:

- C&S Engineers, Inc.
- CSDA Design Group
- Veneklasen Associates, Inc.

All proposers passed LAWA's Administrative Requirements review. The proposals were evaluated in accordance with the following criteria established in the RFP:

Part	Evaluation Criteria	Points
1	Written Proposal	
	Proposer Experience	30
	Key Personnel and Team Organization	25
	Project Approach	20
	Design Approach	15
	Inclusivity	10
	Total Points	100

Written Technical Proposals were evaluated by an Evaluation Committee. Interviews were then conducted on November 30, 2021, via WebEx. The interviews provided an opportunity for the evaluation panel to get clarification on elements of the Technical Proposal and to ask additional questions pertaining to the evaluation criteria above. The proposer's final score is an aggregate of what was provided in the Technical Proposal and any clarifications or answers provided in the interview. Following the interviews, the Evaluation Committee ranked the firms as described below:

Final Proposal Ranking	
Rank	Proposer Name
1	CSDA Design Group
2	C&S Engineers
3	Veneklasen

Since LAWA procured this contract under federal guidelines, LAWA must enter into negotiations with the highest scoring proposer: CSDA Design Group.

A not-to-exceed contract value was negotiated in the total amount of \$35,700,000, including \$1,050,000 in optional line items. As part of the federal process, LAWA secured an Independent Fee Estimate (IFE) for the project ahead of negotiations, which was \$32,00,000. The negotiated fee is 8 percent higher than the IFE; however, staff believes the cost is competitive with the market. The IFE assumed lower multipliers, which primarily led to the lower cost. However, staff audited the overhead of each firm and negotiated profit percentages down to levels commensurate with similar LAWA contracts. Therefore, the multipliers utilized on this contract are more reflective of actual market conditions.

Los Angeles World Airports' Procurement Services Division established an inclusivity goal of 15 percent Disadvantaged Business Enterprise (DBE) utilization. The CSDA Design Group pledged 26 percent DBE participation, much of which will go to local DBEs. In addition,

CSDA Design Group is a certified small business with the State of California and operates locally from El Segundo.

After the interviews and after reviewing the three firms' written proposals, the Evaluation Committee believes CSDA Design Group provided the best team. The panel believed that CSDA successfully demonstrated that it had extensive experience on similar-sized projects, both locally and nationally, and that many of these projects were completed by several of the same proposed team members. Experience with local jurisdictions and permitting agencies, as well as the cohesiveness of the team, were also attributes that set CSDA Design Group apart from the rest of the proposing field. Based on these evaluations, and the resulting negotiations, staff recommends awarding a seven-year contract to CSDA Design Group.

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Sustain a Strong Business: Operate sustainability – balancing economic, social and environmental responsibilities.* This action, if approved, will deliver an approved capital project on schedule and will meet LAWA's objectives of addressing noise impacts in the affected areas in the approved noise contour.

6. Fiscal Impact

The LAX-RSI Project is included in the programmed portion of LAWA's 10-Year CIP, with a total direct budget of \$142,970,498, which includes hard costs, soft costs, escalation, and contingency. As the amount requested through this action is within the programmed budget, adoption of this item will result in no net increase to the CIP.

The FAA AIP grants will reimburse up to 80 percent of the project's cost. Los Angeles World Airports has received \$10 million in FAA AIP grants for this project so far, and LAWA will apply each year for additional AIP grants as available. The local match requirement for AIP grants, equivalent to 20 percent of grant-eligible project costs, may be reimbursed by Passenger Facility Charge (PFC) funds. LAWA must apply for FAA approval to reimburse the local match requirement with PFC funds.

7. Alternatives Considered

- ***Take No Action***

If LAWA takes no action, LAX will not achieve compliance with CCR Title 21 and would, therefore, not be in compliance with the Memorandum of Understanding with the City of El Segundo. Deferring this item at this point has potential legal and financial ramifications.

APPROPRIATIONS

Staff requests that funds in the not-to-exceed amount of \$35,700,000 be appropriated and allocated from the LAX Revenue Fund to WBS Element 1.22.20A-700 (Noise Mitigation Program – LAX Residential Sound Insulation) as may be required, with 80 percent of funding for this program to be reimbursed by Airport Improvement Program grants, subject to eligibility of cost per grant requirements.

STANDARD PROVISIONS

1. This item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines. And, interior or exterior alterations involving remodeling or minor construction where there be negligible or no expansion of use is exempt from CEQA requirements pursuant to Article III, Class 1 (1).
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. CSDA Design Group will comply with the provisions of the Living Wage Ordinance.
5. Procurement Services reviewed this action (File No. 10046544) and established a 15% DBE Goal. CSDA Design Group proposes to utilize 26% of DBE subcontractors and will report their participation on a monthly basis.
6. CSDA Design Group will comply with the provisions of the Affirmative Action Program.
7. CSDA Design Group has been assigned Business Tax Registration Certificate No. 0000969171-0001-0.
8. CSDA Design Group will comply with the provisions of the Child Support Obligations Ordinance.
9. CSDA Design Group must have approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports prior to the issuance of a Notice to Proceed.
10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).
11. CSDA Design Group has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
12. CSDA Design Group has been determined by Public Works, Office of Contract Compliance, to be in full compliance with the provisions of the Equal Benefits Ordinance.
13. CSDA Design Group will be required to comply with the provisions of the First Source Hiring Program for all non-trade LAX Airport jobs.
14. CSDA Design Group has submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
15. CSDA Design Group will be required to comply with the provisions of MLO Bidder Contributions CEC Form 50.
16. CSDA Design Group will be required to comply with the provisions of the Iran Contracting Act.

**CONTRACT BETWEEN THE
DEPARTMENT OF AIRPORTS OF THE CITY OF LOS ANGELES AND
CSDA DESIGN GROUP, A CALIFORNIA CORPORATION
FOR ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES
AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS CONTRACT FOR ON-CALL PROJECT MANAGEMENT / CONSTRUCTION MANAGEMENT SERVICES (this "Contract") is made and entered into as of this _____ day of _____, 2022, by and between the **CITY OF LOS ANGELES**, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Board") of the **DEPARTMENT OF AIRPORTS** ("LAWA" or "City"), and **CSDA DESIGN GROUP, A CALIFORNIA CORPORATION** ("Consultant").

RECITALS

WHEREAS, LAWA authorized the issuance of a Request for Proposals ("RFP") for **on call Project Management/Construction Management Services relating to certain Sound Insulation matters** ("Project" or "Projects") at Los Angeles International Airport ("Airport"); and

WHEREAS, LAWA is responsible for the management and administration of this Contract; and

WHEREAS, in response to said RFP, Consultant was determined to be a top scoring proposer for the Project; and

WHEREAS, Consultant has represented that it is engaged and expert in the business of performing Scope of Work services ("Services") as further described herein; and

WHEREAS, LAWA will designate its representative(s) to work with Consultant, and thereupon it will be incumbent upon Consultant to, at all times, keep said LAWA representative(s) fully informed of all Services-related activities;

NOW THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the

receipt and sufficiency of which is hereby acknowledged, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1.0 Incorporation by Reference.

It is expressly understood and agreed that the following Exhibits and Attachments have been marked, and are by this reference hereby incorporated into and made a material part of this Contract: Exhibit "A" "Scope of Services" ("Services"); Exhibit "B" "First Source Hiring Program for Airport Employees"; Exhibit "C" Consultant's negotiated Cost Proposal; and Exhibit "D" Consultant's Inclusivity Commitments; Exhibit "E" Administrative Requirements, Exhibit "F" Federal Requirements, including required forms. It is further expressly understood and agreed that the RFP (including its Addenda) is, by this reference, hereby incorporated into and made a material part of this Contract as though fully set forth herein. Consultant expressly acknowledges that this Contract is based upon the performance requirements contained in the RFP.

Section 2.0 Term of Contract.

The term of this Contract shall be for a period of seven (7) years commencing upon Consultant's receipt from LAWA of a Notice-to-Proceed ("Term") subject, however, to earlier termination as hereinafter specified in Section 23.0, Abandonment of Project and Cancellation of Contract or Suspension of Services. LAWA may terminate this Contract without cause and without liability for damages, upon giving the Consultant a thirty (30) day advance written notice or as otherwise provided herein.

Section 3.0 Conditions.

3.1. CEQA Compliance. LAWA and the Consultant acknowledge and agree that the obligations of the parties under this Contract are conditioned on LAWA complying with and completing the California Environmental Quality Act ("CEQA") process in connection with the

Projects, and the expiration of the applicable period for any challenge to the adequacy of LAWA's compliance with CEQA without any challenge being filed. LAWA and the Consultant acknowledge that compliance with CEQA may require modifications to the Projects and agree that any modifications made to the Projects as a result of compliance with CEQA may necessitate amendments to this Contract in a mutually acceptable manner. Neither party shall be bound hereby unless and until the CEQA process is completed, and there is no possibility of a challenge pursuant to CEQA.

3.2. Mitigation measures and other potential changes or alternatives to the Projects, required in connection with project level environmental reviews pursuant to CEQA, will be addressed and added to the scope of the Projects as needed. This Contract does not authorize the commencement of any activity on the Project prior to completion of the appropriate environmental review and LAX Plan Compliance approval.

3.3. Task Orders. No work may commence under this Contract until the Consultant has received a written task order ("Task Order") authorized and issued by LAWA. The issuance of a written Task Order is prerequisite to the performance of any program management, project management, construction management, design, and other services set forth in the Scope of Services.

Section 4.0 Services to be Performed by Consultant

4.1. Scope of Services. Consultant agrees to perform all Services in strict compliance with Exhibit "A", "Scope of Services". All work shall be assigned by written Task Orders issued by LAWA, as may be further described in this Contract including all documents incorporated or referenced herein.

4.2. Incidental Work. It is expressly understood and agreed that Consultant shall perform all incidental work required to complete the Services as described by Task Orders, including work for which no specific proposal item(s) was/were included, and/or including work

which is required to furnish final, finished and detailed work consistent with and fulfilling the intent of the Contract Documents. All such incidental work shall not be considered extra work for which additional compensation can be claimed by Consultant.

4.3. Deliverables. In its performance of the Services, the Consultant agrees to provide any deliverables defined in specific Task Orders (“Deliverables”), as may be further described in this Contract including all documents incorporated or referenced herein.

4.4. Compliance. During the term of this Contract, Consultant shall, at all times, comply with all applicable laws, rules and regulations, of any and all City, State and Federal agencies, including, but not limited to, the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), the Department of Transportation (DOT), which may have jurisdiction over, or be concerned with, the programming and planning of Project tasks. Consultant shall work with LAWA in resolving any conflicting legal authorities and/or requirements: however, to the extent resolution of conflicts is not possible, LAWA’s determination will be final.

4.5. Amendments. If a change in the applicable laws, rules or regulations causes an increase in the scope of work or services to be performed by Consultant pursuant to this Contract, then the parties hereto shall agree upon additional compensation, if any, to be paid to Consultant therefore, and this Contract shall be amended, if authorized, in writing, by LAWA prior to the performance by Consultant of said increased work or service.

Section 5.0 Task Orders.

5.1. Any Services to be provided by Consultant shall only be performed pursuant to Task Orders that provide a detailed description of either the services or tasks to be performed and the job classifications to be provided, the time frame for the work to be performed, the not to exceed amount to be charged, and any estimated expenses. The Consultant shall be compensated according to the Task Order and the guidelines established herein for the services provided.

5.2. Consultant shall provide a complete detailed proposal for each Task Order. The Task Order may be written to cover one or more job classifications, personnel, and/or services from the Consultant's negotiated cost proposal (Exhibit "C"), or as otherwise agreed to and approved by LAWA.

5.3. Task Orders and any and all amendments to Task Orders shall be in writing and signed by LAWA and the Consultant.

5.4. This is a non-exclusive Contract and the City/LAWA are only obligated to Consultant for the scope and amount authorized within any given executed Task Order.

Section 6.0 Time Periods for Completion of Consultant's Services.

6.1. It is understood and agreed that time is of the essence in the performance of each task(s), and phases within each task(s), under this Contract. The services and any defined deliverables shall be completed and delivered to LAWA in a prompt and timely fashion so as to permit the effective review and employment of the deliverables by LAWA during and throughout the performance of the Project.

6.2. The time during which Consultant is delayed in its work by the acts or neglect of LAWA, or by LAWA's employees or those under it by Contract or otherwise, by court order, by acts or failures to act of local, State and Federal Agencies, and the Airlines, or by acts of God which Consultant could not reasonably have foreseen and provided for, and which are not caused by, or the continuance of which are not due to, any fault or negligence on the part of Consultant, shall be added to the applicable period for completion of Consultant's services under this Contract, but LAWA shall not be liable to Consultant for any damages on account of any such delay(s).

Section 7.0 Payment for Services.

7.1 For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, LAWA shall pay Consultant, subject

to the maximum hourly rates and cost schedules set forth in Exhibit "C" attached hereto and incorporated herein, on either (1) a mutually agreed-upon lump sum basis, (2) a direct time and material basis, or (3) a fixed fee basis.

7.2 For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, the total compensation to be paid to the Consultant for all services rendered under this Contract shall not exceed the total sum of thirty-five million, seven hundred thousand Dollars (\$35,700,000).

7.3 LAWA may add to the job classification(s), personnel, services, and or Sub-Consultants listed in Exhibit "C," indicating corresponding hourly rates for such additions. Any such addition(s) of job classifications, personnel, services, and/or of Sub-Consultants, shall not entitle Consultant to any additional compensation beyond what is specified in Subsections 7.1 and 7.2 herein.

7.4 LAWA reserves the right to request the use of specific billing templates supplied by LAWA and any additional substantiation regarding any request for payment if LAWA considers such additional substantiation to be in the best interests of LAWA. LAWA will process each request for payment, following LAWA's normal procedure, upon approval of the request for payment by LAWA.

7.5 All payment requests submitted by Consultant for Services (performed by Consultant, its sub-consultants or both) shall be certified by a duly authorized and knowledgeable officer of Consultant in a statement containing the following:

"I certify, under penalty of perjury, under the laws of the State of California, that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this Contract, and that payment therefore has not been received."

7.6 Consultant shall perform a thorough Quality Assurance (QA)/Quality Control (QC) of each monthly invoice prior to submitting the same to LAWA. Any errors discovered in the Consultant's invoicing will be brought to the Consultant's attention during the review cycle and

the Consultant will be given a short time frame of approximately 2-3 days to correct any issues or provide adequate level of support documentation in order to keep the invoice in process. Should the correction not be made in the time specified, the charges will be removed and the invoices short paid. Should the charges be supported after the deadline, they may be resubmitted in the next month's invoice for consideration; however if deemed in error or unallowable a second time, the Consultant waives its right to payment for these charges. .

7.7. Unless otherwise specifically directed by LAWA, Consultant shall submit all pertinent timesheets for itself, and for all Sub-Consultants, that relate to each of its submitted monthly invoice(s). Consultant shall also maintain, in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries in each submitted billing statement. Such documentation shall be made available to LAWA, and to its duly authorized representative(s), upon request by LAWA.

7.8 LAWA shall not be required to make payments for work not yet performed, nor for work deemed unsatisfactory by LAWA. The parties agree that LAWA in its sole discretion shall make the final determination as to when Consultant's services, or any part thereof, have been satisfactorily performed or completed to justify release of any given payment to Consultant under this Contract.

7.9. LAWA, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records, of Consultant, and/or of Sub-Consultants, which are directly pertinent to this Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Consultant shall maintain "records", including, but not limited to, books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, sufficient to properly reflect all costs claimed to have been incurred under this Contract. Consultant shall make available to LAWA and to the Comptroller General, upon request and within a reasonable time, such records, materials and

other evidence described herein for examination, audit or reproduction. Such records related to this Contract work shall be maintained and made available by Consultant for three (3) years after final payment on, final termination settlement of, or final dispute resolution of, this Contract, whichever is later. To the extent that an audit by the City, City's independent auditors, Program Consultant, or their designees discloses excess charges inaccurately or improperly invoiced or allocated to this Contract by the Consultant or its Sub-Consultants, Consultant agrees to remit the amount of the overpayment to the City promptly upon demand. If such audit discloses an overcharge of two percent (2%) or more of the total amount invoiced to the City for any year audited, and such audit is correct, Consultant shall pay the actual cost of such audit, which cost, in the case of audits conducted by City's auditors or City using in house staff, shall be computed on the basis of two (2) times the direct payroll of the audit staff completing the audit and audit report. Should audit disclose an underpayment to Consultant, City shall promptly remit the amount of the underpayment to the Consultant. The foregoing obligations to pay in the event of an overcharge do not apply to errors discovered in the processing of Applications for Payment in the ordinary course of business or to adjustments in the Consultant's Rate in Exhibit "C". Consultant shall include, in any and all Sub-Consultant agreements under this Contract that exceed One Hundred Thousand Dollars (\$100,000.00), a provision setting forth the record retention requirements specified in this paragraph.

Section 8.0 Application for Payment

8.1 Consultant shall submit a separate written request for payment ("Request for Payment") on a monthly basis, or as directed by LAWA, for Services completed during the billing period. Each Request for Payment shall contain documentation acceptable to City/LAWA . Such documentation shall include invoices for reimbursable expenses, applicable employee time sheets, identification of the scope of work completed, billing by personnel and job classifications and the applicable billing rates. Costs shall be broken down by direct labor costs, indirect field

overhead rate, fee, and other direct costs (“ODCs”). All Requests for Payments / invoices must be in accordance with LAWA’s rules and regulations. Each Request for Payment shall also contain a cumulative total of all monthly billings, shall identify cost broken down per Task Order, Task Order authorization amount, the monthly billing applicable to each Task Order, and a cumulative total applicable to each Task Order.

8.2 The Consultant shall also submit with each monthly Requests for Payment, a print out of its B2G “Contract Audit Summary” or, for Contracts not utilizing B2G, a “Subcontractor’s Small/Minority/Women/Disadvantaged Business Utilization Form.” The failure to submit said documentation with the Request for Payment will result in delaying the processing of said Request for Payment.

8.3 LAWA reserves the right to require additional substantiation regarding any Request for Payment if LAWA considers such additional substantiation to be in the best interest of LAWA. LAWA shall process the Request for Payment, following LAWA's normal procedure, upon approval of said request by LAWA.

8.4 The parties agree that time is of the essence in the submission of any charge, invoice or Request for Payment and agree that, as a condition precedent to Consultant’s right to payment, Consultant shall submit any charge, invoice or Request for Payment no later than 120 days from the last date of service for which payment is sought. The parties agree that Consultant waives its right to payment for any charge, invoice or Request for Payment submitted more than 120 days from the last date of services for which payment is sought.

Section 9.0 Insurance

9.1. Consultant shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified within Exhibit “E” Administrative Requirements, for Los Angeles World Airports, attached hereto and incorporated by reference herein. The specified insurance (except for Workers’ Compensation and

Professional Liability) shall also, by endorsement to the policies, include and insure City, its Department of Airports, its Board and all of City's officers, employees and agents, their successors and assigns, as additional insureds, against the areas of risk described on Insurance Requirements for Los Angeles World Airports hereof with respect to Consultant's acts or omissions in its operations, use, and occupancy of the Airports owned and operated by LAWA or other related functions performed by or on behalf of Consultant in, on or about the Airport.

9.2. Waiver of Subrogation. For commercial general liability insurance, workers' compensation insurance, and employer's liability insurance, the insurer shall agree to waive all rights of subrogation against LAWA for Losses arising from activities and operations of Consultant insured in the performance of Services under this Contract.

9.3. Subcontractors. Consultant shall ensure all of its subcontractors secure coverage for the project at the same levels, and are subject to all of the requirements stated herein, unless otherwise agreed to in writing by the CEO, or designee, and approved as to form by the City Attorney.

9.4 Each specified insurance policy (other than Workers' Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the company's liability." Additionally, Consultant's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the City assumed by the Consultant under this Contract.

9.5. All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of, or results from, the acts or omissions of Consultant, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Consultant.

9.6. Such policies may provide for reasonable deductibles and/or retentions acceptable to LAWA, based upon the nature of Consultant's operations and the type of insurance involved.

9.7. LAWA shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer of Consultant in its operations at the Airport.

9.8. In the event Consultant fails to furnish LAWA evidence of insurance, or to maintain the insurance as required under this Section, LAWA, upon ten (10) days' prior written notice to Consultant of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Consultant, and Consultant agrees to promptly reimburse LAWA for the cost thereof, plus fifteen percent (15%) for administrative overhead.

9.9. At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with the LAWA. If any such coverage is cancelled or reduced, Consultant shall, within fifteen (15) days of such cancellation or reduction of coverage, file with LAWA evidence that the required insurance has been reinstated, or is being provided through another insurance company or companies.

9.10. Consultant shall provide proof of all specified insurance and related requirements to LAWA either by production of the actual insurance policy(ies), by use of LAWA's own endorsement form(s), by broker's letter acceptable to LAWA in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to LAWA. The documents evidencing all specified coverages shall be filed with LAWA prior to the Consultant performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage

or non-renewal, except after the carrier(s) and the Consultant provide actual, written notice (by Certified Mail) to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

9.11. LAWA and Consultant agree that the insurance policy limits specified in this Section shall be reviewed for adequacy annually throughout the term of this Contract by LAWA, who may thereafter require Consultant to adjust the amount(s) of insurance coverage(s) to whatever amount(s) LAWA deems to be adequate. LAWA reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.

Section 10.0 City Held Harmless.

10.1 To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Consultant and/or Consultant's agents or employees) by reason of injury to, or death of, any person(s) (including Consultant and/or Consultant's agents or employees), or for damage to, or destruction of, any property (including property of Consultant and/or Consultant's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Consultant's and/or Sub-Consultant's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees; provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Consultant's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Consultant to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the

City's sole negligence, willful misconduct or active negligence; provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

10.2. In addition, and consistent with the requirements of Section 12.6 below, Consultant agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Consultant violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Consultant agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

10.3 In Consultant's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

10.4. Survival of Indemnities. The provisions of this Section 10 shall survive the expiration or earlier termination of this Contract.

Section 11.0 Hazardous Materials and Other Regulated Substances.

Consultant shall not be held responsible for the presence or remediation of pre-existing asbestos, asbestos-related materials, or any other hazardous substance, in any form whatsoever, as such materials and substances are defined by the Environmental Protection Agency or any other public authority, found on any property or structure that is the subject of Services performed by Consultant under this Contract; excepting, however, to the extent of any exacerbation by Contractor or any Sub-Contractor or their respective employees or agents of any pre-existing asbestos, asbestos-related materials, or any other hazardous substances.

Section 12.0 Intellectual Property Ownership and Rights.

12.1. Ownership. All Work Products originated and prepared by Consultant or its sub-consultant of any tier under this Contract shall be and remain the property of LAWA for its use in any manner it deems appropriate; provided, however, that any use unintended under this Contract, or modification or alteration of the Work Products without the direct involvement of the Consultant shall be without liability to Consultant. Work Products are all works, tangible or not, created under this Contract for LAWA including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property therein. To the extent applicable under the U.S. Copyright Act, all works created by Consultant under this Contract are work-made-for-hire created for the sole benefit and ownership of LAWA. Consultant hereby assigns, and agrees to assign to LAWA, all goodwill, copyrights and trademarks in all Work Products originated and prepared by Consultant under this Contract. Consultant further agrees to execute any documents necessary for LAWA to perfect, memorialize, or record LAWA's

ownership of rights provided herein. This paragraph shall survive expiration or earlier termination of this Contract.

12.2. Obligations on Sub-consultant. Any sub-contract entered into by Consultant relating to this Contract, to the extent allowed hereunder, shall include a like provision (on LAWA's ownership in Work Products) for work to be performed under this Contract to Contractually bind or otherwise oblige its sub-consultants performing work under this Contract such that LAWA's ownership rights of all Work Products are preserved and protected as intended herein. Failure of Consultant to comply with this requirement or to obtain the compliance of its sub-consultant with such obligations shall subject Consultant to all remedies allowed under law and termination of this Contract.

12.3. Use of Work Products by Third Parties. Consultant shall not make available, provide or disclose any Work Product to any third party without prior written consent of LAWA.

12.4. No Transfer of Pre-Existing Intellectual Property. Nothing herein may be construed to transfer to LAWA any ownership, interest or right in any of the Consultant's intellectual property, trade secrets or know-how that is pre-existing before commencement of this Contract, or that is derived independent of Consultant's performance of this Contract.

12.5. Non-Infringement Warranty. Consultant hereby represents and warrants that performance of all obligations under this Contract does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information. This section shall survive expiration or earlier termination of this Contract.

12.6. Indemnification of Third Party Intellectual Property Infringement Claims. Consultant will defend at its sole expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action"), LAWA, its commissioners, officers, directors, agents, employees, or affiliates ("LAWA Defendants") for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents,

copyrights, trade secrets, trademarks, service marks, ideas, concepts, themes, methods, algorithms and other proprietary information or rights (collectively, "Intellectual Property rights"), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Consultant or Sub-Consultants in performing the work under this Contract; or (2) as a result of LAWA's actual or intended use of any Work Product furnished by Consultant and/or Sub-Consultant under the Contract. Consultant also shall indemnify LAWA against any loss, cost, expense, liability, and damages awarded against LAWA or settlement as a consequence of such Action. Under no circumstances is Consultant liable under this sub-section to defend and hold LAWA harmless, where LAWA licenses or sublicenses for profit any of the intellectual property rights in the Work Product to a third-party whose use of the intellectual property gives rise to the alleged infringement and whose use is not in any way part of the intended use for the benefit of LAWA under this Contract.

12.7. In Consultant's defense of LAWA Defendants, negotiation, compromise, and settlement of any such infringement Action, LAWA shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

12.8. Where any Work Product furnished by Consultant is in a form of software or firmware ("Vehicle"), and if any part of the such Vehicle (a) becomes the subject of an Action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; Consultant shall, with LAWA's consent, do one of the following immediately. Consultant shall at its expense either:

- i) Procure for LAWA the right to continue using said part of the Vehicle; OR
- ii) Replace the Vehicle with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to LAWA or diminish the intended benefits and use of the Work Product by LAWA under the specifications herein.

12.9. Rights and remedies available to LAWA hereinabove shall survive the expiration or other termination of this Contract. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This Paragraph shall survive the expiration or earlier termination of this Contract.

12.10. Consultant's Trade Secrets. Trade Secrets, as used in this Contract, are defined in California Government Code Section 6254.7 and California Evidence Code Section 1061(a)(1) and may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. No Work Products or deliverables created and delivered to LAWA under this Contract may constitute Trade Secrets of Consultant.

12.11. Consultant hereby stipulates that LAWA is not nor expected to be in possession of any of Consultant's Trade Secrets. In the unlikely event that Consultant reveals any of its Trade Secrets (that is so marked conspicuously on every page) to LAWA to further the intent and purpose of this Contract and so notifies LAWA in writing that it has revealed its Trade Secrets to LAWA, then LAWA agrees to notify Consultant of any request made pursuant to the California Public Records Act, Cal. Gov. Code, § 6250 et seq., ("CPRA") that includes Consultant's Trade Secrets. LAWA may disclose any of Consultant's Trade Secrets if Consultant does not object in writing to LAWA after 10 calendar days from the notice mailing date by LAWA to Consultant of the CPRA request.

12.12. Unless expressly stated otherwise, for all pre-existing third-party and Consultant's intellectual property (if any), including software, required to operate or use any Work Product delivered by Consultant, Consultant hereby grants and will cause others to grant LAWA (including its agents and consultants) a royalty-paid, perpetual, irrevocable license to use such pre-existing intellectual property internally by LAWA (including its agents and consultants).

Section 13.0 Standard of Care.

13.1 Consultant's services rendered in the performance of this Contract shall conform to the generally accepted professional standards of a specialist who provides professional services for major international airports of the type, scope, quality and complexity described in the Scope of Services ("Standard of Care").

13.2 Consultant shall assure the Standard of Care provided for is met by providing effective supervision and peer review as necessary to provide for quality control and quality assurance of the design.

13.3 Consultant shall, at its own expense, promptly correct each and every design error and/or omission for which it is responsible, whether or not the result of failure to meet the Standard of Care, and whether committed by it or a subconsultant or sub-subconsultant of it. Consultant's obligation in this regard is in addition to all other legal and contractual obligations of Consultant.

Section 14.0 Independent Contractor.

In furnishing the Services provided for herein, Consultant is acting as an independent contractor, is to furnish such Services in its own manner and method, and is in no respects to be considered an officer, employee, servant or agent of, or a partner or joint venturer with, LAWA.

Section 15.0 Nondiscrimination and Affirmative Action Program.

15.1. During the term of this Contract, Consultant agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Consultant shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Consultant shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

15.2. During the performance of this Contract, Consultant agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Consultant to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Consultant. Upon a finding duly made that Consultant has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

15.3. During the performance of this Contract, Consultant agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Consultant to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been

provided to Consultant. Upon a finding duly made that Consultant has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

15.4 All subcontracts awarded under this Contract shall contain similar provisions and Consultant shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to LAWA.

15.5 Consultant also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

Section 16.0 First Source Hiring Program for Airport Employers (LAX Only).

16.1 Consultant shall comply with the applicable provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached hereto as Exhibit “B” and made a material term of this Contract. Consultant shall be an “Airport Employer” under the First Source Hiring Program.

Section 17.0 Disadvantaged Business Enterprises.

17.1. Pursuant to United States Code of Federal Regulations Title 49 Transportation, Subtitle A, Part 26 (49 CFR 26), Executive Directive No. 2001-26 of Mayor Richard Riordan and the Provisions of Resolution No. 19765 of the Board of Airport Commissioners, it is the policy of Los Angeles World Airports (LAWA) to provide Disadvantaged Business Enterprises (“DBEs”) an equal opportunity to participate in the performance on all LAWA contracts. The objective of this policy is to achieve the participation of DBEs at levels comparable to their availability to provide goods and services to Los Angeles World Airports, with the ultimate goal of developing their status and expertise so that they may compete for future contracts on an equal basis.

17.2 Consultant hereby agrees and obligates itself to utilize the services of the DBE firms designated in its Proposal on the level designated in its Proposal; specifically, at least twenty-six percent (26%) DBE Subconsultant level of participation.

17.3 Consultant shall submit, on a monthly basis, together with its invoice for payment, a print out of its B2G "Contract Audit Summary" or, for Contracts not utilizing B2G, a "Subcontractor's Small/Minority/Women/Disadvantaged Business Utilization Form." Consultant shall enter into the Business Diversity Compliance Management System (also known as B2GNOW) or other reporting method and business enterprise monitoring system selected by LAWA listing the DBE Subcontractors and other subcontractors utilized during the reporting period. The Contractor and their approved subcontractors shall utilize the B2GNOW or other reporting method to track and confirm progress payment and shall cooperate with LAWA personnel in providing participation information as requested by LAWA in order to ensure compliance with the provision of this section. Future payment requests may be delayed or withheld if Contractor fails to enter subcontractor utilization information at time of invoicing or Contractor fails to promptly provide any and all information related to DBE participation as requested by LAWA. In addition, LAWA may take other remedies and/or sanctions as LAWA, or applicable law, deems appropriate.

17.4. Failure to comply with any Disadvantaged Business Enterprise requirements shall subject the Consultant to remedies and/or sanctions as provided for by law.

17.5 Failure to comply with any of the terms of this Section (or the terms of this Contract) shall constitute a material breach of contract and may result in the Contractor being deemed "Non-Responsible." (Section 10.40 et seq. of the Los Angeles Administrative Code.)

Section 18.0 Living Wage and Worker Retention Requirements.

18.1. Living Wage Ordinance. Consultant expressly agrees, as a part of its obligations under this Contract, to comply with the terms of the Living Wage Ordinance as set forth in Los Angeles Administrative Code Section 10.37, et seq., including any future amendments thereto.

18.1.1 General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render services that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by employees of the City if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Consultant shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Consultant shall not retaliate against any employee claiming non-compliance with the

provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Consultant agrees to comply with federal law prohibiting retaliation for union organizing.

18.1.2 Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. The City shall notify Consultant in writing about any redetermination by the City of coverage or exemption status. To the extent Consultant claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Consultant to prove such non-coverage or exemption.

18.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Consultant is not initially exempt from the LWO, Consultant shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract, and shall execute the Declaration of Compliance Form attached to this Contract, contemporaneously with the execution of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and the City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if the City determines that Consultant violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures

and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

18.1.4 Subcontractor Compliance. Consultant agrees to include in every subcontract involving this Contract entered into between Consultant and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the LWO and the Worker Retention Ordinance (“WRO”) with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the LWO or the WRO; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the LWO and the WRO directly against the subcontractor with respect to this Contract, and (ii) invoke, directly against the subcontractor with respect to this Contract, all the rights and remedies available to the City under Section 10.37.5 of the LWO and Section 10.36.3 of the WRO, as same may be amended from time to time.

18.2. Worker Retention Ordinance. This Contract may be subject to the WRO (Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference. If applicable, Consultant must also comply with the WRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the WRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, the City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject contractor violated the provisions of the WRO.

Section 19.0 Equal Benefits Ordinance (EBO).

19.1. Unless otherwise exempt in accordance with the provisions of the Equal Benefits ("EBO") Ordinance, this Contract is subject to the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

19.2. During the term of this Contract, Consultant certifies and represents that the Consultant will comply with the EBO. Furthermore, Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the term of a Contract with the City of Los Angeles, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480."

Section 20.0 Child Support Orders.

20.1 This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Consultant (and any subcontractor of Consultant providing services to the City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Consultant's, or Consultant's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Consultant and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

20.2 Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Consultant, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Consultant or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Consultant by LAWA (in lieu of any time for cure provided elsewhere in this Contract).

Section 21.0 Contractor Responsibility Program.

21.1 Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of LAWA to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

21.2 Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the bidder/proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior

to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

Section 22.0 Failure to Provide Prompt, Efficient and Thorough Services.

If, in the sole opinion of LAWA, Consultant fails to provide prompt, efficient and thorough services, or if Consultant fails to complete the several portions of its work within the time limits provided, LAWA shall have the right to cancel this Contract and pay Consultant in accordance with the provisions of Section 23.0, "Abandonment of Project and Cancellation of Contract or Suspension of Services".

Section 23.0 Abandonment of Project and Cancellation of Contract or Suspension of Services.

23.1. If, at any time, Board, for any reason, decides to terminate the Project, or any part thereof, or Consultant's Services, or any part thereof, Board may: 1) require Consultant to terminate the performance of all, or a portion, of its Services; and/or 2) terminate this Contract, or any part thereof, upon giving Consultant a thirty (30) day written notice prior to the effective date of such termination, which date shall be specified in such notice. Upon receipt of the Notice, Consultant shall immediately cease all activity except for that activity expressly authorized by the Notice.

23.2. In the event this Contract, or any portion hereof, and/or Consultant's Services, or any portion thereof, is terminated by LAWA, LAWA shall only pay Consultant the amount due to the Consultant for Services provided up to the termination date.

23.3. LAWA shall not be liable for the cost of work performed, nor for expenses incurred, subsequent to the date specified by LAWA in the thirty (30) day written notice to terminate. Such payments shall be made by LAWA within a reasonable time following receipt of Consultant's invoice(s).

23.4. LAWA may, at any time, upon written order to Consultant, require Consultant to stop all, or any part, of the services called for by this Contract for a period of thirty (30) days. Said thirty (30) day period shall commence on the day the written order is delivered to Consultant, and shall further be extended for any period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this clause. Upon receipt of such an Order, Consultant shall forthwith comply with its terms. Within a period of thirty (30) days after a Stop Work Order is delivered to Consultant, or within any extension of that period to which the parties have agreed, LAWA shall either:

- (a) Cancel the Stop Work Order; or
- (b) Terminate the services as provided in Section 25.1 hereof.

23.5. If a Stop Work Order issued under this Section is cancelled or expires, or the period of any extension thereof is cancelled or expires, Consultant shall not resume work until the Stop Work Order has been retracted in writing by LAWA. Upon retrieval of the Stop Work Order an equitable adjustment will thereafter be made for Consultant's time of performance, Consultant's compensation, or both, consistent with the provisions of Section 7.0 of this Contract, if:

- (a) The Stop Work Order results in an increase in the time required for, or in Consultant's cost properly allocable to, the performance of Services under this Contract; and
- (b) Consultant asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided, however, that LAWA may investigate any facts relating to any such claim.

23.6. If a Stop Work Order is not cancelled or retracted, and the Services covered by such order are terminated for the convenience of LAWA, no costs resulting from said Stop Work Order shall be allowed.

23.7. It is understood and agreed that should LAWA decide that any portion of Project and/or Consultant's services shall be suspended or terminated, this Contract shall continue to

apply to that portion or those portions not suspended or terminated, and that such suspension or termination of a portion of Project or Services shall in no way make void or invalid this Contract as to that portion, or those portions, not suspended or terminated.

23.8. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become LAWA property upon date of such termination. Consultant agrees to execute any documents necessary for LAWA to perfect, memorialize, or record LAWA's ownership of rights provided herein. The provisions of this section shall survive expiration or earlier termination of this Contract.

Section 24.0 Assignment or Transfer Prohibited.

24.1. Consultant shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior written consent of LAWA Chief Executive Officer ("CEO") or his or her authorized designee. The names of Subcontractor/Subconsultants or others whom Consultant intends to employ to perform services as part of the Project shall be submitted to LAWA for prior approval.

24.2. For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Consultant is a partnership or limited liability company, the transfer of fifty percent (50%) or more of the partnership interest or membership or the dissolution of the Consultant; and, (ii) if Consultant is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Consultant.

Section 25.0 Business Tax Registration.

25.1. Consultant represents that it has registered its business with the City Clerk of the City of Los Angeles and has obtained and presently holds from that Office a Business Tax

Registration Certificate, or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.0 and following, of City's Municipal Code).

25.2. Consultant shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the Term hereof.

Section 26.0 Confidentiality of Information.

26.1. Unless expressly agreed otherwise by LAWA in writing, all Deliverables (including but not limited to all drawings, documents, specifications, plans, reports, statistics and data) and any other information in any form prepared by or provided to Consultant in connection with this Contract (collectively, "Program Data") are property of LAWA and are confidential. Consultant expressly agrees that, except as specifically authorized by LAWA in writing or as may be required by law, Program Data will be made available only to LAWA, and, on a need-to-know basis, Consultant's employees and subcontractors. Consultant acknowledges that Program Data may contain information vital to the security of the Airports. Consultant shall take utmost precaution/measures while sharing information with its Subconsultants, and shall do so on a need-to-know basis only, even while working on the Project. If Consultant fails to comply with this section, Consultant will be liable for the reasonable costs of actions taken by LAWA, the airlines, the FAA, or the TSA that the applicable entity reasonably incurs in good faith as a result of such failure, including, without limitation, the design and construction of improvements, procurement and installation of security devices, and posting of guards. Consultant and its Subconsultants shall store all the information gathered as part of this Project in a secure and safe place during and/or after the performance of this Contract.

26.2. Except as authorized in writing by LAWA, Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after

the performance of this Contract, disseminate any information regarding its Services or the tasks/projects to which the Services pertain.

26.3. If Consultant is presented with a subpoena or a request by an administrative agency regarding any Program Data which may be in Consultant's possession by reason of this Contract, Consultant must immediately give notice to LAWA and to the City Attorney for the City of Los Angeles, with the understanding that LAWA will have the opportunity to contest such process by any means available to it before any Program Data are submitted to any court, administrative agency, or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 27.0 Appropriation of Funds.

27.1. Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated herein, and in order for LAWA to comply with its governing legal requirements, LAWA shall have no obligation to make any payments to Consultant unless LAWA shall have first made an appropriation of funds equal to, or in excess of, its obligation to make any payments as provided in this Contract. Consultant agrees that any Services provided by Consultant, purchases made by Consultant, or expenses incurred by Consultant, in excess of said appropriation(s), shall be free and without charge to LAWA, and LAWA shall have no obligation to pay for any of said Services, purchases or expenses. Consultant shall have no obligation to provide Services, nor to incur any expenses, in excess of the appropriated amount(s) until LAWA appropriates additional funds for this Contract.

27.2. If LAWA does not appropriate additional funds in an amount equal to, or in excess of, its obligation to make any payments as provided in this Contract, either party may terminate the Contract by providing thirty (30) days written notice to the other party. The parties agree that

this termination provision shall have no force or effect on either of the parties' respective rights to terminate this Contract under any other provision thereof.

Section 28.0 Compliance With Applicable Laws.

28.1 Consultant shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, LAWA, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, prevailing wage laws as may be applicable, and the Americans With Disabilities Act of 1990. Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with such enactments. Further, Consultant agrees to cooperate fully with the City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

28.2 Should Consultant fail to comply with this Section, then LAWA shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Consultant will then be required to reimburse LAWA for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 29.0 Waiver.

The waiver by LAWA of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 30.0 Entire Agreement.

It is expressly understood and agreed by the parties that this Contract, including the Exhibits and Attachments referenced and incorporated hereto, and all other materials referenced

herein, constitute the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement. Any amendment(s) or changes(s) to this Contract shall be in writing, and effective only when such amendment(s) or change(s) are executed by the parties hereto.

Section 31.0 Miscellaneous.

31.1. It is the intention of the parties hereto that if any provision of this Contract is capable of different constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

31.2. In the event that any of the provisions, or portions or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, LAWA and Consultant shall endeavor to negotiate an equitable adjustment in the provisions of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, portions or applications thereof shall not be affected thereby.

31.3. This Contract, and every question arising hereunder, shall be construed, determined and enforced in accordance with the laws of the State of California. Venue shall be at the Southwest District of the Superior Court of the State of California for the County of Los Angeles.

31.4. The Section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

Section 32.0 Notices.

All notices shall be in writing and addressed as follows:

32.1. Notices to City/LAWA, and to the City Attorney of the City of Los Angeles shall, until Consultant's receipt of written notice otherwise from these parties, be addressed to said parties at:

**Los Angeles World Airports,
Environmental Programs Group
7301 World Way West, 3rd Floor
Los Angeles CA, 90045,**

And

**Los Angeles City Attorney
1 World Way
Los Angeles, CA 90045.**

32.2. Notices to Consultant shall, until LAWA's receipt of written notice otherwise from Consultant, be addressed to Consultant at:

**CSDA Design Group, A California Corporation
ATTN: Randy Waldeck
610 E Franklin Avenue
El Segundo, CA 90245**

32.3. All such notices may either be delivered personally to LAWA or to the Office of the City Attorney, Airports Division, in the one case, or to Consultant in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by certified or registered mail, and shall be effective upon receipt.

32.4. The execution of any such notice(s) by LAWA shall be as effective as to Consultant as if it were executed by Board, or by Resolution or Order of said Board, and Consultant shall not question the authority of LAWA to execute any such notice(s).

Section 33.0 Vendor Discount.

Consultant agrees to offer LAWA any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply all such discounts to Requests for Payment made under this Contract.

Section 34.0 Compliance With Los Angeles City Charter Section 470(c)(12) and 609(E).

The Consultant, other underwriting firm members of the underwriting syndicate, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(e) and related ordinances, regarding limitations on campaign contributions and fundraising to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Consultant and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Consultant and other underwriting firm members of the underwriting syndicate subject to Charter Section 470(c)(12) and 609(e), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Sections 470(c)(12), 609(e) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract/Resolution #_____. Pursuant to City Charter Section 470(c)(12) and 609(e), underwriting firm, subcontractor and 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 City contract is signed. Additionally, gifts are limited to elected officials and certain City officials. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

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

Section 35.0 Execution.

35.1 Counterparts. This Contract and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed.

35.2. Electronic Signatures. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Contract, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in

Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, City has caused this Contract for On-Call Project Management / Construction Management Services at Los Angeles International Airport to be executed on its behalf by LAWA, and Consultant has caused the same to be executed by its duly authorized officers and its corporate seal affixed hereto, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____

Chief Executive Officer
Department of Airports

By _____
Deputy/Assistant City Attorney

By _____

Chief Financial Officer
Department of Airports

ATTEST:

CSDA DESIGN GROUP, A CALIFORNIA CORPORATION

By Anissa K WONG
Secretary (Signature)

By Randy Waldeck
Signature

Anissa K WONG
Print Name

Randy Waldeck
Print Name

Principal
Print Title



Exhibit A: Scope of Services

Over the course of the contract, it is expected that a wide variety of skills and capabilities from multi-disciplines in program management (PM) and construction management (CM) of Residential Sound Insulation (RSI) will be required. The generally expected RSI anticipated activities include but are not limited to, Program Management, Program Establishment, Risk Management, Project Management, Outreach, Stakeholder Management, Communications Management, Acoustic Testing, Design, Design Management, and Construction Management, as shown below:

1. Program Management

Program management will entail the full oversight of LAWA's LAX-RSI Program. The services provided will allow for establishing the program under which the LAX-RSI will operate, the management of said program, the management of each project within the project, design, management of design, outreach, establishment of systems to track and manage program documentation and information, and all other services required to successfully operate an RSI program. Examples of work to be included in the different levels of service include, but are not limited to:

A. Program Establishment

A series of services targeted at creating the parameters for the program and the minimum qualifications for eligibility. It will include, but not be limited to:

- 1) Conduct in person "Kick-Off" meeting with project team and Airport to determine and agree upon vision for the program (2 days).
- 2) Identify roles and responsibilities for consultant, sub-consultants and Airport.
- 3) Identify chain-of-command and communications protocols
- 4) Develop Policies and Procedures Manual and Program Specifications, including design and construction management requirements
- 5) Create and define homeowner eligibility criteria
- 6) Determine FAA approval requirements
- 7) Determine preferred project delivery method
- 8) Develop a scope and performance measurement baseline
- 9) Develop a project schedule, provide Airport with monthly status reports and quarterly updates.
- 10) Develop a project budget, provide Airport with monthly status reports and quarterly updates
- 11) Identify required reports and/or forms and customize for project
- 12) Confirm Document Control Plan

B. Program Management Plan:

Create a plan that details the management of scope, requirements, schedule, and other aspects of the Program. The implementation of this plan will allow the LAX-RSI to operate most efficiently and cost effectively. The plan will include, but not be limited to:

- 1) Scope management plan
- 2) Requirements management plan
- 3) Schedule management plan
- 4) Cost management plan
- 5) Quality management plan
- 6) Communications management plan
- 7) Resource management plan
- 8) Risk management plan
- 9) Stakeholder engagement plan
- 10) Change management plan

C. Program and Project Management:

Each soundproofing package (grouping of residences eligible for soundproofing) will be handled as a “project”. The successful Proposer will establish the proper number of residences to create a package. These services will provide for the effective management of each project, and would deal with preparation, coordination, issue resolution, and other topics that may arise separately on each project. These services will include, but not be limited to:

- 1) Federal, state, and local agency coordination; work with LAWA to propose “block rounding” to the FAA and assist LAWA in seeking approval for “owner upgrades” and providing full AC per FAA rules and eligibility.
- 2) Preparing monthly and periodic program status and financial reports
- 3) Overall management and coordination for design and construction
- 4) Disadvantage Business Enterprise (DBE) action planning and tracking, including contractor compliance
- 5) Develop plan for claims and dispute resolution
- 6) Provide safety administration and insurance coordination

D. Outreach and Stakeholder Engagement:

An important facet of the success of the program will be how well the community is informed. This service will establish a plan for contacting the community, establishing sign up/eligibility check opportunities, creating information sessions/handouts, establishing helplines, and other aspects that keep the community informed and allow the LAX-RSI to service the most community members possible. The services will include, but are not limited to:

- 1) Create a LAX-RSI Program website for residents to define and explain the

- program and to determine potential eligibility based on home address
- 2) Provide ongoing website management and maintenance as required
 - 3) Lead the development and creation of collateral materials, including project website, a “Homeowner’s Handbook”, fact sheets, Frequently Asked Questions (FAQs), presentation materials, and briefing reports.
 - 4) Provide multilingual translation support throughout the engagement process on everything from collateral materials to community meetings to the Program website to ensure that the outreach plan is inclusive of diverse communities
 - 5) Establish contact and coordination with verified legal homeowners, coordinate all program appointment scheduling, and send confirmation letters and appointment cards as needed. Provide a dedicated homeowner liaison.
 - 6) Track all outreach activities with individual property owners in the program database.
 - 7) Prepare outreach status reports
 - 8) Preparation of mailings to targeted groups of homeowners for various activities (i.e., program participation, attendance at a community meeting, etc.). This may require follow-up phone calls or dropping off flyers at all homes in the targeted groups.
 - 9) Track and respond to all homeowner questions and concerns.
 - 10) Coordinate with all project team members to ensure that Program messaging is consistent across all communication outlets and platforms
 - 11) Development of a public relations, customer service and outreach strategy, including program messaging
 - 12) Development of a social media strategy, social media content and implementation plan. Evaluate paid social media posts and digital media advertising. Provide recommendations to LAWA.
 - 13) Preparation of draft program talking points and PowerPoint presentation slides for quarterly updates to community groups, LAWA departments, local council members, etc.
 - 14) Schedule regular community information sessions utilizing a variety of notification techniques to inform homeowner/resident stakeholders about the Program, so they stay informed on how and where to sign-up, what the eligibility requirements are, and other relevant Program information.
 - 15) Coordinate meeting logistics to maximize homeowner/resident attendance by making meetings accessible, convenient, interesting, relatable, and easy to understand, while complying with the State and County protocols for COVID-19 safety.
 - 16) Coordinate with homeowner association groups, business associations, and other stakeholders to maximize homeowner sign-ups and application submissions.
 - 17) Identify existing community events and/or create community events and sponsorship opportunities to attend/participate to directly provide Program

information to the community.

- 18) Coordinate and conduct residence owner meetings
- 19) Conduct homeowner sign ups and the program application process; obtain avigation easement from the City of Los Angeles residents (if necessary).
- 20) Brief elected officials and City staff on the Program objectives, elements, overall design, and implementation to obtain their input on key issues and incorporate that input into Program outreach, mitigation strategies and/or homeowner benefits packaging.
- 21) Brief elected officials and City staff on upcoming community engagement efforts to bring awareness of specific outreach taking place in their respective districts and amongst their constituents
- 22) Meet with key stakeholders such as city officials, agencies, and others to provide information on the program. Provide an “ombudsman” to El Segundo for grievances, if necessary.
- 23) Provide LAWA with quarterly progress reports and make outreach strategy adjustments as needed
- 24) As an option, provide, maintain and staff a project demonstration home.
 - a. If feasible, renovate and furnish the existing Demonstration Home located in El Segundo.
 - b. Alternately, if feasible, rent and furnish a Demonstration Home, preferably in El Segundo.
 - c. For either case, homeowner liaison might staff the Demonstration Home during regular business hours. Other team members (e.g., acoustical testing, design, construction management) might utilize the space as flex office space, touchdown space, and/or to hold meetings as feasible based on the available space in the Home.
 - d. Funds have been reserved, as an optional line item, to renovate the existing Demonstration Home or rent and furnish a new home for a period of 6 years.

E. Systems

This service will create the systems needed to track and manage the LAX RSI program. The services will include, but are not limited to:

- 1) Program tracking database: Provide a secure web-based, GIS capable database to monitor and manage the sound insulation process for the LAX RSI program. Platform will be Salesforce. Database to provide the following:
 - i. Parcel information: APN, address, owner information, tenant information, building information (e.g., year built, type of residence, zoning)
 - ii. Owner agreements: Logging and storing of owner participation agreements, dates signed, etc.
 - iii. Contact (outreach) log: Logging of all contact with homeowner or tenant, including phone calls, emails, in-person visits, etc.

- iv. Design status: Tracking of all design milestones (e.g., survey dates, milestone drawing dates, homeowner plan review), construction cost estimate, bid group
 - v. Acoustical testing: Tracking of acoustical testing dates and measurement results
 - vi. Bid process: Tracking of bid milestone dates (advertise, pre-bid meeting, bid opening, request to award, notice to proceed) as well as permit information (date, permit number), contractor information, contract number, etc.
 - vii. Construction status: Tracking of all construction activities, (including dates for pre-construction walk through, construction start, construction finish, substantial completion, final completion, as-builts completed).
 - viii. Cost information: Logging and tracking of design, construction, and program management costs per parcel
 - ix. Homeowner satisfaction survey: Store the results of online homeowner satisfaction survey results
 - x. Reporting module: Ability to generate various reports (property status reports, daily inspection logs, cost summaries [by bid group, by year], homeowner satisfaction, etc.
 - xi. GIS integration: Ability to produce maps showing parcel status, construction phasing, etc. Parcel maps with program status to be produced quarterly for El Segundo and Los Angeles (6 maps/quarter).
 - xii. Public web-based homeowner lookup tool: Homeowner can input their address into the project website and see whether their home is potentially eligible for sound insulation
 - xiii. Public web-based homeowner signup: homeowners can visit the project website and fill out a form to express interest in taking part in the sound insulation program; this form will feed into the database and generate actions for the outreach staff (e.g., follow-up, send participation agreement, etc.)
 - xiv. Microsoft Power BI dashboards: provide the public, external stakeholders and LAWA with dashboards showing project status (e.g., number of signups, homes in design, homes in construction)
 - xv. Database to synchronize with and update LAWA's current SQL database and the Esri based GIS application
 - xvi. 10 user licenses
- 2) Providing on-call SQL support (12 hours/month) for the LAWA SQL database and the Esri based GIS application housing RSI records for LAX. Update the LAWA SQL database and the Esri based GIS application with the latest Assessor's Parcel Information for all parcels located within or directly adjacent to the LAX 65 dB noise contour. Provide additional SQL

upgrades/enhancements (e.g., mapping functionality, additional data fields and/or tables to maintain/provide new reporting and/or mapping functionality) as directed by LAWA.

- 3) Managing and maintaining LAWA's Prolog system's LAX-RSI Program
- 4) Creating and maintaining Power BI dashboards for the Program

F. Design

CSDA Design Group and LAWA will conduct an assessment to determine the preferred delivery method for the Program. The design tasks below reflect the scope of work for Design-Bid-Build project delivery. If the design-build delivery method is selected, the tasks below would need to be modified and our fees would be reduced (as the Design-Build Contractor would be responsible for a large portion of the design effort) The services will include, but are not limited to:

- 1) Develop field assessment templates and checklists based on approved policies and procedures.
- 2) Schedule design assessment site visits at each property.
- 3) Conduct assessment site visits (architectural, mechanical/electrical and hazardous materials consultants).
- 4) Provide backgrounds (floor plans) to mechanical/electrical and hazardous materials subconsultants.
- 5) Schematic Design: Provide "existing conditions" report to LAWA documenting properties that have life-safety or deferred maintenance concerns, issues that interfere with the installation of acoustical products and/or areas that appear to be constructed without permits or additions constructed after October 1, 1998.
- 6) Schematic Design: Develop preliminary plans (80%). Coordinate architectural and mechanical/electrical drawings. QC 80% drawings and revise as required. Provide drawings to LAWA for review. Incorporate LAWA's comments into the drawings.
- 7) Plan Check: Present 90% drawings to property owners for sign-off. Confirm property owner selections. Revise drawings as required.
- 8) Plan Check: Prepare cost estimates for each project property.
- 9) Plan Check: Prepare specifications and details. Coordinate LAWA front end documents and general conditions with technical specifications. Provide to LAWA for review. Revise per LAWA's review comments as required.
- 10) 100% Design: Submit drawings to Building/Planning Departments for review and approval. Incorporate Building/Planning Department review comments into final drawings (100%).
- 11) 100% Design: Prepare bid package with 100% drawings, limited lead and asbestos survey reports, specifications, details and contract documents.
- 12) 100% Design: In coordination with LAWA, advertise for bidding. Coordinate and participate in pre-bid conference. Prepare addenda as necessary.
- 13) Design Reviews: Throughout the design process, perform QA/QC reviews.

- 14) If LAWA opts to contract the design work out separately, assist in the preparation of the RFQ for on-call architectural and design services for the LAX RSI Program. The selected A&E consultant will provide recommendation of acoustical treatments, preparation of standard construction design and floor plans
- 15) If LAWA opts to utilize a design-build project delivery method, provide bridging documents at the conclusion of 80% design (Item 6 above).

G. Design Management

As part of the design aspect of this contract, if exercised, design management services will be required. The design team will be responsible for managing the design process, including quality control, quality assurance, design reviews, CA services and other processes necessary to properly manage the design of RSI projects through the bidding phase. Design elements will include, but not be limited to:

- 1) Design management
 - a. In coordination with LAWA, develop program policies and procedures, including acoustical design standards and ventilation/air-conditioning guidelines.
 - b. Review approved program policies with project team to ensure consistent messaging.
 - c. Coordinate with Outreach and Acoustical Testing team to identify pool of eligible program participants.
 - d. Develop phasing plan, identifying properties to be included in each bid group.
 - e. Develop overall project schedule and design schedule for each bid group.
 - f. Develop workflow for design process, indicating milestones, deliverables and assigned responsibilities for team members.
 - g. Establish reporting requirements with LAWA and coordinate with database developer.
 - h. Establish regular reporting and meeting schedule with LAWA.
 - i. Establish regular design team coordination meetings.
- 2) Design review process
- 3) Stakeholder coordination: meet with Building Department officials with jurisdiction over the project to determine Code compliance and Building Department review and permitting procedures. Incorporate Building Department requirements into program policies as required.
- 4) Change management and design approval process
- 5) Design approval process
- 6) Quality Control: Develop QA/QC plan for design process. Review with LAWA and coordinate implementation with design team.
- 7) Quality Assurance (QA/QC): Plan, detail, and drawing review

2. Construction Management

In preparation for, and during, the implementation of an RSI package, establish a management plan for addressing the bidding, permitting, review, construction administration, and other aspects of construction management related to the installation of soundproofing.

- 1) Provide as-needed preparation of bid packages, budget, and cost control, contractor pre-qualification, and contract processing for construction contracts.
- 2) Provide technical design review and approval of construction documents prior to bidding.
- 3) Provide as-needed construction scheduling and interface coordination.
- 4) Oversee permitting process.
- 5) Prepare bid advertisement and process for bidding.
- 6) Conduct contractor outreach and distribution bid documents.
- 7) Attend pre-bid conferences.
- 8) Conduct bid review and analysis. Provide recommendation for award to LAWA.
- 9) Develop contractor contract approval process.
- 10) Conduct testing, inspection and quality control as required to ensure quality acoustical materials are installed and oversee methods of installation.
- 11) Review and approval of construction contractor payment applications.
- 12) Conduct pre-construction walk-through with contractor during verification of measurements at each property.
- 13) Route and respond to contractor's RFIs.
- 14) Review contractor submittals and shop drawings.
- 15) Review cost proposals related to change order work and negotiate costs with contractor as required. Provide recommendations to LAWA.
- 16) Provide change order management.
- 17) Provide daily inspections of dwellings and daily logs.
- 18) Provide hazardous materials abatement oversight and reporting.
- 19) Prepare punch lists for each property.
- 20) Conduct final inspections at each property and obtain homeowner acceptance. Distribute warranty "binders" to property owners.
- 21) Provide project close-out administration, including review of contractor's "as-built" drawings, lien releases, processing of final payment, and obtain final Building Permits.
- 22) For each construction group, provide a final close-out report to LAWA. The close-out report will contain a summary of the acoustical treatments provided, pre- and post-construction acoustical measurement results and construction costs for each parcel.

- 23) Conduct Homeowner satisfaction survey and report results.
- 24) Develop response plan for warranty inspections and resolution of warranty claims.
- 25) Coordinate with construction management team to conduct homeowner satisfaction surveys.

3. Acoustical Testing

Consultant will be required to provide pre- and post-construction acoustical testing consistent with Airport Improvement Program Handbook (Handbook), Order 5100.38D, Change 1 as follows:

Noise testing as required by LAWA's Acoustic Testing Plan (ATP) policy for program eligible homes as well as provide and establish baseline for design recommendations that assure noise reduction goals are met. Recommend appropriate products/treatments. Carry out necessary field acoustic test measurement pre- and post- construction. The services will include, but are not limited to:

- 1) Conduct windshield survey of potentially eligible properties for the purpose of categorization according to LAWA's Acoustical Test Plan. Identify properties for acoustical testing and schedule testing appointments.
- 2) Conduct pre-construction acoustical testing at 30% of homes in each category.
- 3) Analyze the data and report results to LAWA.
- 4) Review the pre-construction acoustical testing reports with LAWA and the FAA.
- 5) Based on results of acoustical testing, develop list of acoustical treatments designed to meet the FAA's program goals of an average interior noise level of less than 45 dB CNEL and an average minimum of 5 dB improvement to the Noise Level Reduction value of the building envelop.
- 6) Perform noise modeling to determine additional acoustic measures at high noise homes (greater than 50 dB CNEL average interior noise level) as required to provide justification to FAA for additional treatments.
- 7) Schedule and perform post-construction acoustical testing at 10% of homes pre-tested in each construction group.
- 8) Analyze the post-con measurements.
- 9) Incorporate results into final close-out report for construction group.

4. Other Related Services

Consultant to provide other RSI and PM/CM related tasks to be identified based on the Program's needs. Task orders for these services will be negotiated with the Consultant.

5. Additional Terms

In addition, but not limited to, the following terms and conditions apply:

- 1) LAWA will coordinate and direct the consultant.

- 2) LAWA will approve invoices which should include detailed hours, costs and identification of tasks associated with the charge.
- 3) Consultant will be required to provide cost estimates at various stages of the program development and support the preparation of estimates by providing specifications, material takeoffs, equipment lists, architectural/engineering drawings (if enacted), sketches (if enacted), and such information as may be required for estimates at various stages of the program.
- 4) The Consultant will be required to prepare and submit work schedules to LAWA.
- 5) Request for Bid documents shall be compiled in coordination with LAWA's and any applicable local jurisdiction's policies and procedures. All work prepared under this contract will be delivered in printed and electronic format along with its components such as data files, text files, image files, spreadsheets, graphs, and tables. These products, where applicable, will be incorporated into the LAWA SIG Geographic Information System (GIS).
- 6) The Consultant is required to provide complete (day to day) management services for the LAX- RSI. Regularly scheduled responsibilities may include, but not be limited to, contacting homeowners and managing sign-up activities, developing construction documents, overseeing contractors in the field, providing timely responses to questions/concerns from contractors and homeowners. The Consultant must be capable of providing input, feedback and other related experience from airport noise programs around the country. Consultant shall have demonstrated hand-on experience with airport sound insulation programs.
- 7) The Consultant is required to prepare all bid documents for design and construction, as well as construction administration services through the completion of the construction process. Contract documents may include but are not limited to: Invitation to Bid, Information for Bidders, Bid Proposal, Schedule of Items, bidders Qualifications and Certifications, Buy American Requirements, Contract Agreement, Notice to Bidders (Bonding), Bid Bond, Payment Bond, Performance Bond, Maintenance Bond, and Insurance Requirements. The contract documents will include Federal special provisions including: Federal Requirements for Construction Contracts \$100,000 and Over, Instructions to Bidders, Certification for Non-segregated Facilities, Required Assurances, Disadvantaged Business Enterprise Eligibility Requirements, and Federal wage rate requirements for Los Angeles County.
- 8) The consultant is responsible for all acoustical/sound mitigation consulting. Acoustical services include reviewing new and existing products for inclusion in the RSI, and pre- and post- modification sound test on homes to ensure program goals are being met. Acoustical services may also include review of design plans and specifications.
- 9) The fee estimate provided for the above scope of services may be reallocated at any time with LAWA approval to adjust to changing project needs/requirements. This may include moving hours/tasks amongst the prime and subconsultants on the contract as necessary; in no case shall the total contract value be increased without LAWA's approval of a formal contract amendment.

ASSUMPTIONS

- Key Airport stakeholders will be available for the project kick-off meeting and will provide direction regarding project parameters and standards
- Fees developed assuming Design-Bid-Build project delivery
- 25% of homes will have Hazardous Materials and will require abatement
- The following unit mix:

	Single-Family (65%)	Multi-Family (35%)	Total
Total Potentially Eligible Homes	1,942	1,046	2,988
Homes to be Sound Insulated (80% of Total)	1,554	836	2,390
Pre-Con Testing (30%)	583	314	897
Post-Con Testing (10%)	195	30	225
Homes with Full Air Conditioning (East of I-405)	260	140	400

OPTIONAL SERVICES

- Demonstration House
- Design of full AC systems for homes west of the I-405 (only HRV/ERV design included)

Exhibit B: First Source Hiring Program

FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

I. **Purpose.** The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.

II. **Definitions.** As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport" shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

"Coalition" shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister's Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

"Coalition Representative" shall mean the following: The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

"Cooperation Agreement" shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

"On-Site" shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

III. **Coverage.** This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.

IV. **Targeted Applicants.** Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.

- First Priority:** Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and
- Second Priority:** Low-Income Individuals residing in City.

V. **Initial Airport Employer Roles.**

- A. **Liaison.** Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.
- B. **Long-Range Planning.** Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. **Airport Employer Hiring Process.**

- A. **Notification of Job Opportunities.** Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
- B. **Referrals.** After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.

C. Hiring.

1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.
4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at any time. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.
- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.

- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this Program, and the conflicting provisions of this Program shall not be enforceable.
- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.

- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.
- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

February 18, 2022

Mr. Jamaal Avilez
 Executive Assistant Airports, The Development Group
 Los Angeles World Airports
 1 World Way
 Los Angeles, CA 90045-5803

Re: LAX Residential Sound Insulation Program

Subject: CSDA | Hill Scope of Services and Fee Estimate (Revised)

Dear Mr. Avilez:

Per the December 29, 2021 Intent to Negotiate Letter and our follow-up meetings, CSDA | Hill is pleased to present the following revised scope of services and fee proposal. This cover letter includes a fee summary; attached to this letter are the following:

- Cost Forms (LAWA Format): Hourly rates for CSDA and all subconsultants
- Scope of Services: Expanded version of the scope of services from the project RFP

Our fees are based on the assumptions contained in Table 1:

Table 1: Summary of Assumptions

	Single-Family (65%)	Multi-Family (35%)	Total
Total Potentially Eligible Homes	1,942	1,046	2,988
Homes to be Sound Insulated (80% of Total)	1,554	836	2,390
Pre-Con Testing (30%)	583	314	897
Post-Con Testing (10%)	195	30	225
Homes with Full Air Conditioning (East of I-405)	260	140	400

Our fee is summarized in Table 2 below; the following page includes a detailed summary of our team’s fees. We have included an electronic version of all our detailed fees and assumptions with our transmittal.

Table 2: Fee Summary

Phase	Fee
Program Management	\$ 6,668,216
Support/Administration	\$ 1,764,564
Outreach/Stakeholder Management	\$ 4,160,535
Acoustical Testing	\$ 2,154,272
Design	\$ 10,326,449
Systems/Database	\$ 1,517,261
Construction Management	\$ 7,248,511
Expenses (without demo home)	\$ 221,074
TOTAL	\$ 34,060,883
Sub Markup	\$ 591,203
TOTAL (with 3% sub markup)	\$ 34,652,086
Optional Demo Home	\$ 448,106
Optional Full AC Design at Homes W of I-405	\$ 597,000
TOTAL WITH OPTIONS	\$ 35,697,192

2022-2028 LAWA Noise Insulation Program Fees: Overall

	Firm Name	CSDA Design Group	Hill Intl.	GCC	YDG Engineers	Trifiletti / Daley	Cross Spectrum	SCA/LA	Envirosuite	Kleinfelder	Salesforce / MK Partners	Konabos	Totals	Proposed Invoicing Method	
	Role	PM, Design, Acous. Testing	PM and CM	CM	MEP	Outreach	Acoustic Testing	Hazmat	SQL Database	GIS / Power BI	HO Database	Website			
Tasks	Description														
TASK 1 Program Management															
1.1	Program Establishment	\$ 173,573	\$ 483,339	\$ -	\$ -	\$ -	\$ 24,510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 681,423	T&M	
1.2	Program Management Plan	\$ 261,008	\$ 162,717	\$ -	\$ -	\$ -	\$ 5,288	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 429,013	Lump Sum	
1.3	Program and Project Management	\$ 3,381,278	\$ 5,120,600	\$ 17,017	\$ -	\$ -	\$ -	\$ -	\$ 251,787	\$ -	\$ -	\$ -	\$ 8,770,682	T&M	
1.4	Design and Design Management	\$ 7,050,088	\$ -	\$ -	\$ 2,444,191	\$ -	\$ -	\$ 1,018,857	\$ -	\$ -	\$ -	\$ -	\$ 10,513,136	Per Unit	
1.6	Outreach	\$ 179,250	\$ 11,355	\$ -	\$ -	\$ 2,356,611	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 2,577,216	T&M	
1.7	Systems	\$ -	\$ 59,890	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 370,247	\$ 865,228	\$ -	\$ 1,295,365	T&M	
													Task 1 Sub-Total	\$ 24,266,834	
TASK 2 Construction Management															
2.1	Construction Management	\$ 1,536,268	\$ 3,453,411	\$ 1,700,191	\$ 611,048	\$ -	\$ -	\$ 347,823	\$ -	\$ -	\$ -	\$ -	\$ 7,648,741	T&M	
													Task 2 Sub Total	\$ 7,648,741	
TASK 3 Acoustical Testing															
3.1	Acoustical Testing	\$ 1,772,656	\$ 20,834.8	\$ -	\$ -	\$ -	\$ 351,818	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,145,309	Per Unit	
													Task 3 Sub Total	\$ 2,145,309	
FIRM TOTALS		\$ 14,354,121	\$ 9,312,148	\$ 1,717,208	\$ 3,055,239	\$ 2,356,611	\$ 381,616	\$ 1,366,680	\$ 251,787	\$ 370,247	\$ 865,228	\$ 30,000			
												Total Fee	\$ 34,060,883		
												Total Fee (w/ 3% markup on subs)	\$ 34,652,086		
												Optional Demo Home (rent + TI)	\$ 448,106		
												Option: AC at all Homes (addl. design)	\$ 597,000		
												Total Fee w/ Options	\$ 35,697,192		

DBE Percentage

5.0%

8.0%

6.9%

1.1%

22.1%

We are available to discuss this scope and fee proposal with you. The CSDA | Hill team is passionate about improving the lives of the residents of Los Angeles and El Segundo and we look forward to working with LAWA on this important project.

Sincerely,

CSDA Design Group



Randy Waldeck, PE
Principal



Randall B. DeVoto
Principal

Attachments: Cost Forms (LAWA Format)
 Scope of Services

PM/CM Management Services for LAX RSI Program - Cost Proposal Multiplier Submission

G = E*F

A	B	C	D	E	F	G
Proposer	Labor Rate ¹	Home Office ² Overhead <small>[subject to audit]</small>	Profit ³ <small>as a multiplier of (C+D)</small>	Company Multiplier Rate ⁴	Prime Markup Rate ⁵	Grand Total Multiplier Rate ⁶
CSDA Design Group	1.00	1.71	7%	2.90	1.00	2.90
Cross Spectrum Acoustics	1.00	1.4	7%	2.57	1.00	2.57
Daley Strategies	1.00	1.2	7%	2.35	1.00	2.35
Envirosuite	1.00	1.5	7%	2.68	1.00	2.68
GCC & Associates LLC	1.00	1.67	10%	2.94	1.00	2.94
Hill International, Inc.	1.00	1.55	7%	2.73	1.00	2.73
Kleinfelder	1.00	1.62	7%	2.80	1.00	2.80
SCA/LA Environmental, Inc.	1.00	1.5	7%	2.68	1.00	2.68
Trifiletti Consulting/Daley Strategies	1.00	1.2	7%	2.35	1.00	2.35
YDG Engineers, Inc.	1.00	1.6	7%	2.78	1.00	2.78

Note to User: Proposers shall add rows & pages as needed to include all Companies on their Team.

¹ Labor Rate shown here as 1.00 is the base direct labor rate actually paid to the employee, sans any labor burden (the cost to a company to carry labor aside from salary, essentially fringe benefits and taxes).

² Home Office Overhead inserted here consists of the Labor Burden, plus General & Administrative (G&A) Overhead less any unallowable overhead expenses, as defined by CFR Title 48, FAR, Part 31. This rate is subject to verification by LAWA prior to award. Overhead is submitted as a multiplier of the labor rate.

³ Profit is just that, Profit.


⁴ The Company Multiplier Rate for each Company shall include their comprehensive overhead costs, profits, and all costs related to the initial relocation of personnel to Los Angeles (if applicable), and shall remain constant for all staff from each company throughout all stages of the project. Project related travel and other ODCs will be reimbursed in accordance with Exhibit B: Cost Reimbursable Guidelines.

⁵ The Prime Markup Rate shall include any and all proposed markups, fees, bonds, insurance, etc. to be added to the cost by the Prime for management of its sub-consultants. This shall be the same value for all sub-consultants and shall remain constant throughout all stages of the project. This value shall be 1.00 for the Prime.

⁶ The Grand Total Multiplier Rate [G] shall be calculated as the product of the Company Multiplier Rate [E] and the Prime Markup Rate [F]: G = E*F. This Grand Total Multiplier Rate will be multiplied by the "Base Rates" (as described on the Billable Hourly Rates Form) of each individual to establish their Grand Total Billable Hourly Rate. This Grand Total Billable Hourly Rate will be the maximum total amount for which the Prime may expect to be paid by LAWA (including all profits, fees, markups, etc. from all tiers) for each individuals' services throughout all stages of the Contract.

We carefully developed this Financial Proposal, specifically in response to LAWA's RFP for PM/CM Management Services for LAX RSI Program Contract. These rates account for any-and-all costs that would be added to the "Base Hourly Rates" as described on the Billable Hourly Rates Form. We understand that LAWA will establish a Contract Value based solely on their internal estimates, which may be influenced by this Financial Proposal.

We understand and agree that this Financial Proposal will be the basis for Task Order negotiations throughout all stages of the Contract. Where LAWA and the Prime can mutually agree to a Schedule of Values (SOV) for specific services & deliverables, LAWA may issue Task Orders to be paid on a Lump Sum basis. Where a mutually-agreed SOV cannot be established, LAWA may issue Task Orders to be paid on a Time & Material (T&M) basis, in accordance with the rates herein.

Prime Proposer: 
(signature)

Randy Waldeck
(Printed Name)

CSDA Design Group
(Company)

Principal
(Title)

PM/CM Management Services for LAX RSI Program - Billable Hourly Rates

Key Personnel			B	C	D	E = C*D	F = B*E
Name ¹	Title / Role on Project	Company Name	Base Hourly Wage / Salary ²	Company Multiplier Rate ³	Prime Markup Rate ⁴	Grand Total Multiplier Rate ⁵	Grand Total Billable Hourly Rate ⁶
Randy DeVoto	Principal-in-Charge	CSDA Design Group	\$ 109.51	2.90	1.00	2.90	\$ 317.55
Randy Waldeck	Project Manager	CSDA Design Group	\$ 102.67	2.90	1.00	2.90	\$ 297.71
Carol Gustavson	Design Manager	CSDA Design Group	\$ 64.61	2.90	1.00	2.90	\$ 187.35
Multiple	Project Architect	CSDA Design Group	\$ 56.95	2.90	1.00	2.90	\$ 165.14
Multiple	Designer	CSDA Design Group	\$ 39.49	2.90	1.00	2.90	\$ 114.51
Jackie Royales	Project Coordinator	CSDA Design Group	\$ 48.10	2.90	1.00	2.90	\$ 139.48
TBD	Acoustic Director	CSDA Design Group	\$ 72.14	2.90	1.00	2.90	\$ 209.18
TBD		1.67 CSDA Design Group	\$ 62.97	2.90	1.00	2.90	\$ 182.59
Multiple	Sr. Acoustician	CSDA Design Group	\$ 55.28	2.90	1.00	2.90	\$ 160.30
Multiple	Acoustician	CSDA Design Group	\$ 36.85	2.90	1.00	2.90	\$ 106.85
Multiple	Acoustic Technician	CSDA Design Group	\$ 31.58	2.90	1.00	2.90	\$ 91.57
Herbert Singleton Jr.	Principal Associate I	Cross Spectrum Acoustics	\$ 68.92	2.57	1.00	2.57	\$ 176.99
Scott Edwards	Principal Associate III	Cross Spectrum Acoustics	\$ 56.29	2.57	1.00	2.57	\$ 144.55
Shannon McKenna	Principal Associate III	Cross Spectrum Acoustics	\$ 72.42	2.57	1.00	2.57	\$ 185.97
Timothy Johnson	Principal Associate III	Cross Spectrum Acoustics	\$ 56.29	2.57	1.00	2.57	\$ 144.55
Joelle Suits	Senior Associate III	Cross Spectrum Acoustics	\$ 44.35	2.57	1.00	2.57	\$ 113.89
Keith Yoerg	Associate I	Cross Spectrum Acoustics	\$ 41.61	2.57	1.00	2.57	\$ 106.85
Colin Bliss	Associate III	Cross Spectrum Acoustics	\$ 30.66	2.57	1.00	2.57	\$ 78.73
Trevor Daley	Principal-in-Charge	Daley Strategies	\$ 137.98	2.35	1.00	2.35	\$ 324.80
Mark Waier	Project Manager	Daley Strategies	\$ 99.66	2.35	1.00	2.35	\$ 234.60
TBD	Project Manager	Envirosuite	\$ 94.38	2.68	1.00	2.68	\$ 252.47
TBD	Database Engineer	Envirosuite	\$ 77.65	2.68	1.00	2.68	\$ 207.71
TBD	Technical Support	Envirosuite	\$ 61.72	2.68	1.00	2.68	\$ 165.10
TBD	Inspector - Apprentice (Step VI)	GCC	\$ 57.94	2.94	1.00	2.94	\$ 170.17
TBD	Inspector - Journeyman	GCC	\$ 57.94	2.94	1.00	2.94	\$ 170.17
Robert Valerio	Deputy Project Manager	Hill International	\$ 104.04	2.73	1.00	2.73	\$ 283.87
Darrin Miller	Project Controls Manager	Hill International	\$ 101.62	2.73	1.00	2.73	\$ 277.27
Jarrod Kerns	Construction Manager	Hill International	\$ 86.86	2.73	1.00	2.73	\$ 237.00
Anita Beukman	Scheduler	Hill International	\$ 75.88	2.73	1.00	2.73	\$ 207.04
TBD	Inspector	Hill International	\$ 57.18	2.73	1.00	2.73	\$ 156.02
TBD	Project Manager	Kleinfelder	\$ 84.09	2.80	1.00	2.80	\$ 235.74
TBD	Sr. IT Manager	Kleinfelder	\$ 84.09	2.80	1.00	2.80	\$ 235.74
TBD	Senior Professional	Kleinfelder	\$ 64.49	2.80	1.00	2.80	\$ 180.79
TBD	Project Professional	Kleinfelder	\$ 56.45	2.80	1.00	2.80	\$ 158.25
TBD	Staff Professional II	Kleinfelder	\$ 47.97	2.80	1.00	2.80	\$ 134.48
TBD	Project Controls Specialist	Kleinfelder	\$ 47.97	2.80	1.00	2.80	\$ 134.48
John Brand	Certified Asbestos Consultant, Lead Inspector/Assessor	SCA/LA Environmental	\$ 131.41	2.68	1.00	2.68	\$ 351.52
Katelyn Schmidt	Certified Site Surveillance Technician, Lead Sampling Technician	SCA/LA Environmental	\$ 38.33	2.68	1.00	2.68	\$ 102.53

PM/CM Management Services for LAX RSI Program - Billable Hourly Rates

Key Personnel			B	C	D	E = C*D	F = B*E
Name ¹	Title / Role on Project	Company Name	Base Hourly Wage / Salary ²	Company Multiplier Rate ³	Prime Markup Rate ⁴	Grand Total Multiplier Rate ⁵	Grand Total Billable Hourly Rate ⁶
Jacob Rice	Certified Site Surveillance Technician, Lead Sampling Technician	SCA/LA Environmental	\$ 32.85	2.68	1.00	2.68	\$ 87.87
Paige Osborn	Office Manager	SCA/LA Environmental	\$ 27.38	2.68	1.00	2.68	\$ 73.24
Lisa Trifiletti	Principal-in-Charge	Trifiletti Consulting	\$ 163.22	2.35	1.00	2.35	\$ 384.22
Marietta Torriente	Outreach/Stakeholder Engagement Lead	Trifiletti Consulting	\$ 55.45	2.35	1.00	2.35	\$ 130.53
TBD	Homeowner Liaison	Trifiletti Consulting	\$ 47.37	2.35	1.00	2.35	\$ 111.51
TBD	Project Manager	Trifiletti Consulting	\$ 73.71	2.35	1.00	2.35	\$ 173.51
Sam Yoo	Principal Engineer	YDG Engineers, Inc.	\$ 95.72	2.78	1.00	2.78	\$ 266.30
Minh Tran	Senior Engineer	YDG Engineers, Inc.	\$ 84.24	2.78	1.00	2.78	\$ 234.35
Peter Woo	Engineer	YDG Engineers, Inc.	\$ 54.13	2.78	1.00	2.78	\$ 150.59
Guillermo Castro	Junior Engineer	YDG Engineers, Inc.	\$ 40.20	2.78	1.00	2.78	\$ 111.84
						0.00	\$ -

¹ At a minimum, all individuals who are included in the Proposal shall be included in this list with their associated billable hourly rates.

² The Base Hourly Wage / Salary [B] shall be based on the actual regular hourly wage / salary paid to the employee for actual regular hours worked (i.e. excludes overtime, bonuses, etc.).

³ The Company Multiplier Rate [C] for each Company shall include their comprehensive overhead costs, profits, and all costs related to the initial relocation of personnel to Los Angeles (if applicable), and shall remain constant for all staff from each company throughout all stages of the project. Project related travel and other ODCs will be reimbursed in accordance with Exhibit B: Cost Reimbursable Guidelines. Multipliers on this form shall match multipliers submitted on PM/CM Management Services for LAX RSI Program - Multiplier Submission form. In the event of a discrepancy, the lower multiplier will govern and will become the multiplier for the duration of the contract.

⁴ The Prime Markup Rate [D] shall include any and all proposed markups, fees, bonds, insurance, etc. to be added to the cost by the Prime for the management of sub-consultants. This shall be the same value for all sub-consultants and shall remain constant throughout all stages of the project. This value shall be 1.0 for the Prime.

⁵ The Grand Total Multiplier Rate [E] shall be calculated as the product of the Company Multiplier Rate [C] and the Prime Markup Rate [D]: E = C*D.

⁶ The Grand Total Billable Hourly Rates [F] shall be calculated as the product of the Base Hourly Wage / Salary [B] and the Grand Total Multiplier Rate [E]: F= B*E. This Grand Total Billable Hourly Rate shall be the all-inclusive amount for which the Prime may expect to be paid by LAWA (including profits, fees, markups, etc. from all tiers) for an hour of work.

PM/CM Management Services for LAX RSI Program - Maximum Billable Rates							
Common Positions							
Title / Role on Project	Trades / Examples	Qualifications (i.e. Education, Licensure, Credentials, Relevant Experience)	Maximum Base Hourly Rate ¹ (Year 1)	Maximum Base Hourly Rate ¹ (Year 3)	Maximum Base Hourly Rate ¹ (Year 5)	Maximum Base Hourly Rate ¹ (Year 7)	Average
Junior Mechanical Engineer	Civil, Electrical, Fire Protection, Geotechnical, Mechanical, Plumbing, Structural, Traffic, etc. As licensed by the CA Board for Professional Engineers ³	BS in Engineering + 0-3 Years of Paid Experience in the Engineering Profession	\$ 36.71	\$ 38.95	\$ 41.32	\$ 43.83	\$ 40.20
Mechanical Engineer		BS in Engineering + EIT/PE + 2-8 Years of Paid Experience in the Engineering Profession	\$ 49.43	\$ 52.44	\$ 55.63	\$ 59.02	\$ 54.13
Senior Mechanical Engineer		BS in Engineering + PE + 6-25 Years of Paid Experience in the Engineering Profession	\$ 76.92	\$ 81.60	\$ 86.57	\$ 91.85	\$ 84.24
Principal Mechanical Engineer		BS in Engineering + PE + 15 or more years of Paid Experience in the Engineering Profession	\$ 87.41	\$ 92.73	\$ 98.38	\$ 104.37	\$ 95.72
Junior Project Manager	Other Qualified Professionals with Project Management Professional (PMP) Certification from the Project Management Institute ³	Relevant Credentials (PMP, etc.) + 0-3 Years of Relevant Paid Experience in Project Management		\$ -	\$ -	\$ -	\$ -
Project Manager		Relevant Credentials (PMP, etc.) + 2-8 Years of Relevant Paid Experience in Project Management		\$ -	\$ -	\$ -	\$ -
Senior Project Manager		Relevant Credentials (PMP, etc.) + 15 or more years of Relevant Paid Experience in Project Management		\$ -	\$ -	\$ -	\$ -
1.67							
Stakeholder Engagement	Subject Matter Experts (SMEs) in Aircraft Support Systems, Airport Management, Building Information Modeling (BIM), Computer-Aided Drafting (CAD), Cost Estimating, Simulations & Modeling, Sustainability, etc.	Relevant Credentials + 0-3 Years of Relevant Paid Experience in Specialty Services	\$ 50.63	\$ 53.71	\$ 56.98	\$ 60.45	\$ 55.45
Homeowner Liaison		Relevant Credentials + 2-8 Years of Relevant Paid Experience in Specialty Services	\$ 43.26	\$ 45.89	\$ 48.69	\$ 51.65	\$ 47.37
Senior Outreach PM		Relevant Credentials + 6-25 years of Relevant Paid Experience in Specialty Services	\$ 91.00	\$ 96.54	\$ 102.42	\$ 108.66	\$ 99.66
Principal Outreach		Relevant Credentials + 15 or more years of Relevant Paid Experience in Specialty Services	\$ 149.04	\$ 158.12	\$ 167.75	\$ 177.96	\$ 163.22
Principal in Charge	Architectural Design/PM	25+ Years of Experience, licensed	\$ 100.00	\$ 106.09	\$ 112.55	\$ 119.41	\$ 109.51
Project Manager	Acoustical Design/PM	20+ Years of Experience, licensed	\$ 93.75	\$ 99.46	\$ 105.52	\$ 111.94	\$ 102.67
Design Manager	Architectural Design	25+ Years of Experience	\$ 59.00	\$ 62.59	\$ 66.41	\$ 70.45	\$ 64.61
Project Coordinator	Architectural Design	10+ Years of Experience	\$ 43.92	\$ 46.59	\$ 49.43	\$ 52.44	\$ 48.10
Acoustic Director	Acoustical Engineering	15+ Years of Experience	\$ 65.87	\$ 69.88	\$ 74.14	\$ 78.65	\$ 72.14
Senior Acoustician	Acoustical Engineering	10+ Years of Experience	\$ 50.48	\$ 53.55	\$ 56.82	\$ 60.28	\$ 55.28
Acoustician	Acoustical Engineering	3+ Years of Experience	\$ 33.65	\$ 35.70	\$ 37.87	\$ 40.18	\$ 36.85
Acoustical Technician	Acoustical Engineering	1+ Years of Experience	\$ 28.84	\$ 30.60	\$ 32.46	\$ 34.44	\$ 31.58
Project Architect	Architectural Design	15+ Years of Experience, licensed	\$ 52.00	\$ 55.17	\$ 58.53	\$ 62.09	\$ 56.95
Designer	Architectural Design	5+ Years of Experience	\$ 36.06	\$ 38.26	\$ 40.59	\$ 43.06	\$ 39.49
Certified Asbestos Consultant	Qualified asbestos professionals as certified by the California Division of Occupational Safety and Health.	1 year of asbestos related experience and relevant bachelor of science degree; 2 years of asbestos related experience and a bachelor's degree; or 3 years of asbestos related experience and an associate of arts degree in a related science; or 4 years of asbestos related experience and a high school diploma or its equivalent. Successful completion of DOSH CAC Examination. Completion of AHERA training requirements.	\$ 120.00	\$ 127.31	\$ 135.06	\$ 143.29	\$ 131.41
Certified Site Surveillance Technician		6 months of asbestos related work experience under the supervision of a Certified Asbestos Consultant and a high school diploma or equivalent education. Completion of DOSH CSST exam. Completion of AHERA training requirements. high school diploma or equivalent education.	\$ 35.00	\$ 37.13	\$ 39.39	\$ 41.79	\$ 38.33
Lead Inspector/Assessor	Qualified lead-related construction professionals with certification from the California Department of Public Health.	Successfully complete and receive a course completion certificate for a lead-based paint inspector and risk assessor training course -Bachelors degree AND 1 year experience in related field, OR Associates degree AND 2 years experience in a related field, OR High School or GED AND 3 years experience in related field	\$ 120.00	\$ 127.31	\$ 135.06	\$ 143.29	\$ 131.41
Lead Sampling Technician		Completion of CDPH approved lead related construction training.	\$ 35.00	\$ 37.13	\$ 39.39	\$ 41.79	\$ 38.33
Administrative Support	Office Management, Administrative Services, Scheduling, Logistical Support	Relevant Paid Experience in Administrative Services	\$ 25.00	\$ 26.52	\$ 28.14	\$ 29.85	\$ 27.38
¹ This Maximum Base Hourly Rate shall be the maximum base rate for which personnel in each position may expect to be paid in accordance with their actual salary. Each base rate will be utilized with the proposed multiplier to form the maximum rate to be paid by LAWA for an hour of work from an employee within each classification.							
² LAWA may or may not, at their sole discretion, accept qualifying licensure and/or credentials from other jurisdictions and/or agencies on a case-by-case basis.							



8

INCLUSIVITY

8 INCLUSIVITY



CSDA|Hill is proud to be an Equal Opportunity Employer. We adhere to federal, state, and local regulations and maintain internal policies to ensure its workplace is free from discrimination, harassment, and abusive conduct. One of our company core values is working in an environment of mutual respect and equity. CSDA|Hill believes that all people are entitled to equal employment opportunities and does not discriminate against its qualified employees because of race, color, gender, pregnancy, national origin, ancestry, citizenship, age, marital status, veteran status, sexual orientation, physical disability, mental disability, or medical condition. CSDA|Hill also makes reasonable accommodations for disabled employees. Equal employment opportunity is extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination.

Demonstration of our success in equal opportunity outreach is shown in that virtually all under-represented minority groups are employed as part of our staff, including African-Americans, Asian-Americans, Pacific Islanders, and Hispanic-Americans. Additionally, we welcome a rich mix of gender, color, sexual orientation, and age diversity. The firm employs a registered Human Resources professional to assist in our recruiting, hiring and apprentice placements, promotion, layoff, and termination practices. We also retain legal counsel required to assure that our policies and procedures are current and correct.

The following are a few examples demonstrating our history of performance and past achievement on diversity and inclusion goals on similar projects:

- CSDA|Hill has exceeded DBE, WBE, and DVBE inclusion goals for all RSI projects in which we have been involved. Percentage participation has ranged from 5.5% to 19% depending on individual jurisdictional goals. Beyond exceeding these goals, we regularly include minority firms in the management of the project. When needed, CSDA|Hill has provided financial, management, supervisory, and human resources support to our DBE, WBE, and DVBE partners.
- For the General Mitchell Airport (Milwaukee Noise Mitigation Project) there was a 19.5% overall minority participation project goal. To accomplish this, in conjunction with our teaming partner KPH Construction, we established a minority contractor outreach and training program. The program included a robust contractor outreach component, followed by a comprehensive contractor training program with ongoing support as needed. The result of these efforts was a 65% overall minority project participation. This effort was acknowledged by the FAA Inspector General and used as a template for other FAA sponsored RSI projects.

CORPORATE SOCIAL RESPONSIBILITY

CSDA|Hill has a deep regard for the common good of the communities in which we work. In Phoenix, the community served was economically disadvantaged and was most appreciative of airport efforts to improve their homes. Working with the airport CSDA organized and delivered a turkey-give-away to homeowners at Thanksgiving. Additionally, the team would adopt-a-school during the holidays and bring wrapped presents and happiness to each classroom.

CSDA|Hill supports local community partners by providing opportunities for education and training. Each semester, CSDA provides workspace for the California School of the Arts' Architecture and Construction Management courses. Instructors and students gather three times a week at the CSDA office for lectures and lab work. Our staff members serve as guest critics for project reviews. At the conclusion of each school year, we hire one student to serve as a summer intern.





The Cristo Rey network of high schools provides students with limited economic resources and the opportunity to work in their corporate work-study program. These opportunities provide valuable career training as well as a means for students to pay for their high school tuition. CDSA regularly hires one Cristo Rey student as part of the commitment to the communities in which we work.

DIVERSITY IN CONTRACTING

While working on the LAWA RSI project, CSDA|Hill will provide all Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs), and Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all contracts that we undertake. We will develop an outreach program consistent with and complementary to LAWA’s outreach efforts and goals. Our objective will be to achieve participation of diverse partners at levels comparable to their capacity to provide goods and services for this work.

CSDA|Hill will implement our equal opportunity procurement policy which will include the following steps:

- 1 Review LAWA’s list of qualified MBE/WBE/OBE contractors.
- 2 Contact qualified MBE/WBE/OBE firms whom we have partnered with and established a strong working relationship for possible project opportunities.
- 3 Network with professional organizations to identify qualified firms for contracting opportunities.
- 4 Work with LAWA representatives to establish an outreach and training program to inform, recruit, and train minority and underrepresented firms.

CSDA|Hill will ensure DBE firms have an opportunity to participate on this project in a substantive and significant way. We understand that the purpose and significance of DBE participation programs is to provide competitive business opportunities to disadvantaged and underrepresented firms. In support of this, we go beyond the prescriptive guidelines that are established for these programs and look to form long term, interdependent business relationships with our minority teaming partners. These relationships are built on mutual trust and respect.

Our methodology to assure substantive and significant DBE participation includes:





PREVIOUS INCLUSIVITY APPROACHES

As previously mentioned, CSDA|Hill partners with minority firms to form strong, interdependent business relationships. Our ongoing training of minority firms allows them to develop their skills and increase their performance capacity. Knowing that participation levels can fluctuate, we regularly look to exceed our minority participation goals. By doing so we can build in reserve capacity for continuing to meet and exceed program goals.

For the Milwaukee County’s General Mitchell International Airport, Airport Area Noise Management Program, we partnered with Toki and Associates, a local disadvantaged business firm, for design services and the preparation of construction documents. At the outset, Toki was doing 35% of the work in this area. Four years later, they were responsible for 85% of the work with CSDA|Hill providing 15% of the final QA/QC oversight. With our ongoing training and support, Toki and Associates was able to increase their role on the project which increased the overall minority participation percentage. We regularly use this participation model and anticipate doing so on the LAWA RSI project.

For the LAWA contract, the following table outlines the percentage of work to be performed by our DBE subs and demonstrates that we will meet and exceed LAWA’s 15% goal.

DBE Teaming Partner	Percentage of Work to be Performed
Trifiletti Consulting	6%
YDG Engineers, Inc.	11%
Cross Spectrum Acoustics	1%
GCC, LLC	8%
TOTAL	26%



CSDA team member leading an ACE (Architecture, Construction, and Engineering) mentoring exercise.





LOS ANGELES WORLD AIRPORTS

**Project Management/Construction Management Services for
LAX Residential Sound Insulation (RSI) Program**

OCTOBER 26, 2021 | BAVN ID: 200923 | PART 2 - ADMINISTRATIVE REQUIREMENTS

CSDA | Hill

CSDA in association with Hill International, Inc.

EXHIBIT E

Vendor Identification Form

VENDOR IDENTIFICATION FORM

ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.

GENERAL INFORMATION

Legal Name: CSDA Design Group		Doing Business As: CSDA Design Group	
Are you an independent contractor eligible to receive a 1099-MISC? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> EIN or SSN: 94-3235744 (A TIN (SSN or EIN) and W-9 are required)		License or Registration Number (if applicable): 	
		Payment Terms (code): 	
		Seller's Permit Number (if applicable): N/A	
Ownership: <input type="checkbox"/> Individual / Sole Proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Other (specify):	Applicable to Out-of-state Vendors: Submit per CA FTB Pub 1017, Resident/ Nonresident Withholding Guidelines for information go to : www.ftb.ca.gov/ <input type="checkbox"/> Form-590 <input type="checkbox"/> Form-588 <input type="checkbox"/> Form-589 <input type="checkbox"/> Form-587 For Foreign Entities, for instructions go to: https://www.irs.gov/publications/p515	BTRC/Vendor Registration Number:	
		0 0 0 0 9 6 9 1 7 1 - 0 0 0 1 - 0	
		<input type="checkbox"/> BTRC/VRN application pending (please attach the application) For instructions please go to: https://latax.lacity.org/oofweb/eappreg/eappreg_criteria.cfm	

BUSINESS ADDRESS

Street: 610 E. Franklin Avenue	Suite #:	Contact Person: Randy Waldeck	
City: El Segundo		Contact Person's Title: President	
State: CA	Zip Code: 90245	Fax:	Phone: 415-321-1145
Website: www.csddesigngroup.com		Email: rwaldeck@csddesigngroup.com	
Remittance address (if required and different from the above): 364 Bush Street 2/F, San Francisco, CA 94014			

BUSINESS INFORMATION

Service Area: International <input type="checkbox"/> National <input type="checkbox"/> Regional <input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/>	Years in Business: 69	Number of Employees: 26
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BUSINESS CERTIFICATION (Check all that apply)

<input type="checkbox"/> Woman-Owned Business Enterprise (WBE)	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)
<input type="checkbox"/> Minority Business Enterprise (MBE)	<input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise
<input checked="" type="checkbox"/> Small Business Enterprise (according to SBA criteria)	<input type="checkbox"/> Small and Local Business Enterprise (SLB)
<input type="checkbox"/> Minority Women Business Enterprise (MWB)	If required, please attach copies of all applicable certifications.

NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE

EEO Officer (name): Anissa K Wong	Phone Number: 415-321-1128
EEO Officer's Title: Vice President	Email: awong@csddesigngroup.com

Have you had contracts with the City of Los Angeles in the last 10 years? No Yes . If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.

CERTIFICATION

The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein. The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.

Authorized Signature  **Date** 10/19/2021
Print Name Randy Waldeck **Title** President

For LAWA use only:

Project name: _____	Project No: _____
Requesting Division: _____	Contact Person: _____ Phone No: _____
SAP Action (send the form to FAMIS Support Desk): <input type="checkbox"/> Create <input type="checkbox"/> Change <input type="checkbox"/> Block <input type="checkbox"/> Delete <input type="checkbox"/> New Ordering Address	

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at procurementrequirements@lawa.org

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CSDA DESIGN GROUP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
364 BUSH STREET 2ND FLOOR

6 City, state, and ZIP code
SAN FRANCISCO, CA 94104

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number


9	4		-	3	2	3	5	7	4	4
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► **1/2/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

LAWA Vendor Identification Form – City of Los Angeles Project Experience Separate Attachment				
Contract Number	Department	Contact Name & Phone Number	Description	Dollar Value
Contract #: 4700000264 2011 - 2012	City of Los Angeles, Department of Airports (Los Angeles, CA)	Luz Murillo-Reyes (424) 646-7438 Georgiana Streeter (424) 646-7754	Acoustical/architectural design, construction management and coordination, acoustical testing, community outreach.	\$149,999

San Francisco

364 Bush Street, Second Floor, San Francisco, CA 94104
415.693.9800

Los Angeles

610 E. Franklin Avenue, El Segundo, CA 90245
310.821.9200

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA)
COUNTY OF San Mateo) ss.:

Randy Waldeck being first duly sworn, deposes and says:
(Type or print name)
that he or she is the Principal of
(Type or print title)
CSDA Design Group, who submits herewith
(Type or print name of company/firm)

to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
(b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
(c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
(d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed: [Signature]
Name: Randy Waldeck
Title: Principal

Subscribed and sworn to (or affirmed) before me on this 19 day of October, 2021, by Randy Waldeck, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public

(Notarial Seal)

PLEASE SEE ATTACHED NOTARY CERTIFICATE



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

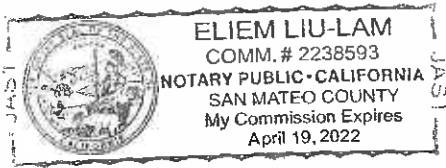
State of California

County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 19 day of OCT., 2021, by
Date Month Year

(1) RANDY WALDECK

(and (2) [Signature]),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



Bidder Contributions

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): BAVN ID: 200923 Date Bid Submitted: 10/26/2021

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
RFQ for Project Management/Construction Management Services for LAX Residential Sound Insulation (RSI) Program

Awarding Authority (Department awarding the contract): Los Angeles World Airports (LAWA)

Bidder Name: CSDA Design Group

Bidder Address: 610 E. Franklin Avenue, El Segundo, CA 90245

Bidder Email Address: rwaldeck@csdadesigngroup.com Bidder Phone Number: (415) 515-5200

Schedule Summary


Please complete all three of the following:

<p>1. SCHEDULE A – Bidder's Principals <i>(check one)</i></p> <p>The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i></p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>2. SCHEDULE B – Subcontractors and Their Principals <i>(check one)</i></p> <p>The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i></p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>12</u></p>	

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

<p><u>Randy Waldeck</u></p> <p>Name</p> <p><u>Principal, Acoustics</u></p> <p>Title</p>	<p></p> <p>Signature</p> <p><u>10/15/2021</u></p> <p>Date</p>
---	---

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Randy Waldeck Title: Principal, Acoustics
 Address: 610 E. Franklin Avenue, El Segundo, CA 90245

Name: Michael Schoen Title: Principal (Architecture)
 Address: 610 E. Franklin Avenue, El Segundo, CA 90245

Name: Anissa Wong Title: Principal
 Address: 364 Bush Street, 2nd Floor, San Francisco, CA 94104

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name Hill International, Inc.
Subcontractor's Address 100 Spectrum Center Drive, Suite 550, Irvine, CA 92618

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: See attached.	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

Hill International, Inc. Officers and Directors List

BOARD OF DIRECTORS

David Sgro, Chairman

Arnaud Ajdler

Grant McCullagh

Raouf S. Ghali

Jim Renacci

Paul J. Evans

Susan Steele

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William H. Dengler, Jr. | Executive Vice President and Chief Administrative Officer

Todd Weintraub, CPA | Senior Vice President and Chief Financial Officer

Michael B. Smith | President, Americas

SENIOR VICE PRESIDENTS

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Shayn Spingler

J. Chuck Levergood

Todd Weintraub, CPA

Luis Lugo, Jr.

Elizabeth Zipf, LEED AP BD+C

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Thomas Bryan



Keith Buchanan, CPE
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Dale Clark
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Kenneth Dunn, CCM
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Tanya Gomez Wollman
James Hamlin, PE
Reky Hiramoto, PE
Joshua Horowitz
George Keeber, PE
Erin Leschak
Matthew McMenamin, PE, QSP, QSD
Lewis Mintzer
Mohammad Mohammadinia, PE
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Luis Ortiz, RA, LEED AP
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William Reagan, PE
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T. Andy Robinson, PMP
Marvin Rogers
Lance Rothstein, AIA
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David Tiberi, PE, CCM, PMP
Mary Toutouchi, PE
John Turner, CCM, LEED GA
Mark von Leffern, PSP, EVP, PMP
John Wagner, CPSM
Matthew Walker, AIA, CCM, DBIA
Mark Welling, PE

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name Kleinfelder
Subcontractor's Address 707 First Ave., Suite 400, San Diego, CA 92101

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: John Murphy	Title: Chief Financial Officer / Assistant Secretary
Address: 707 First Ave., Suite 400, San Diego, CA 92101	

Name: Louis Armstrong	Title: President / Chief Executive Officer
Address: 707 First Ave., Suite 400, San Diego, CA 92101	

Name: Dan Brockman	Title: Assistant Secretary
Address: 707 First Ave., Suite 400, San Diego, CA 92101	

Name: (vacant)	Title: Secretary
Address: 707 First Ave., Suite 400, San Diego, CA 92101	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name Cerrell Associates
Subcontractor's Address 750 N San Vincente Blvd., Suite 800 West Hollywood, CA, 90069

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Trevor Daley	Title: President
Address: 750 N San Vincente Blvd., Suite 800 West Hollywood, CA, 90069	

Name: Mark Waier	Title: Consultant
Address: 750 N San Vincente Blvd., Suite 800 West Hollywood, CA, 90069	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name Trifiletti Consulting
Subcontractor's Address 1545 Wilshire Blvd., Suite 700 , Los Angeles, CA 90024

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Lisa Trifiletti	Title: Principal
Address: 1545 Wilshire Blvd., Suite 700, Los Angeles, CA 90017	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name YDG Engineers, Inc.
Subcontractor's Address 2930 W. Imperial Hwy, Suite #516, Inglewood, CA 90303

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: <u>Sam Yoo</u> Title: <u>President</u>
Address: <u>2930 W. Imperial Hwy, Suite #516, Inglewood, CA 90303</u>

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name Cross-Spectrum Acoustics, Inc.
Subcontractor's Address 25A Granby St, East Longmeadow, MA 01028

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Herbert Singleton Jr	Title: President
Address: 25A Granby St, East Longmeadow, MA 01028	

Name: Lance Meister	Title: Vice President
Address: 699 E. South Temple, Suite 201B, Salt Lake City, UT 84102	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name SCA LA ENVIRONMENTAL
Subcontractor's Address #606 3350 E. 7th ST., LONG BEACH, CA 90804

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: PAIGE OSBORN	Title: CEO, CFO, PRESIDENT
Address: 753 ORIZABA AVE, LONG BEACH, CA, 90804	

Name: JANET HILLIARD	Title: VICE PRESIDENT
Address: 202 E. BIXBY RD., LONG BEACH, CA 90807	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name GCC & Associates LLC
Subcontractor's Address 4199 Campus Dr., Ste 210, Irvine, CA 92612

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Gregory Grabowski	Title: President
Address: 35 Gingham Street, Trabuco Canyon, CA 92679	

Name: Len Vetrone	Title: EVP/Principal
Address: 80585 Via Talavera, La Quinta CA 92253	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: RFQ for Project Management/Construction Management Services for LAX Residential Sound Insulation (RSI) Program

B. BIDDER/CONTRACTOR INFORMATION:

CSDA Design Group

Legal Name

DBA

610 E. Franklin Avenue

El Segundo

CA

90245

Street Address

City

State

Zip

Randy Waldeck, Principal

(415) 515-5200

N/A

Contact Person, Title

Phone

Fax

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

- An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**
- An update of a prior CRP Questionnaire dated ____/____/____. **Please complete all questions and sign Attachment A.**
- A copy of the initial CRP Questionnaire dated ____/____/____. **Please sign below and return this page.**

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Print Name, Title

Signature

Date

Contractor Responsibility Program

A. OWNERSHIP AND NAME CHANGES

1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

Yes No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

Yes No

If **Yes**, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

Yes No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

Yes No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

Yes No

If **Yes**, explain the specific circumstances on Attachment A.

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

Yes No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

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

Yes No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

Yes No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

Yes No

If **Yes**, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

Yes No

If **Yes**, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

[see separate attachment](#)

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

Yes No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

Yes No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

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

Yes No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

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

Yes No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

[See separate page attached for response to Question #10.](#)

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Randy Waldeck, Principal

Print Name, Title



Signature

10/15/2021

Date

LAWA Contractor Responsibility Program Questionnaire – Question #10 Separate Attachment				
Contract Number and Dates	Awarding Authority	Contact Name & Phone Number	Description and Success of Performance	Total Dollar Amount
<p>Contract #: DA-3477; DA-3778; DA-4169; 4700000264</p> <p>1999 - 2012</p>	<p>Los Angeles World Airports (LAWA) (Los Angeles, CA)</p>	<p>Luz Murillo-Reyes (424) 646-7438</p> <p>Georgiana Streeter (424) 646-7754</p>	<p>CSDA provided acoustical and architectural design, construction management and coordination, acoustical testing, and community outreach. CSDA and our team designed bid packages to acoustically treat more than 3,000 single and multi-family homes surrounding LAX.</p>	<p>\$90M</p>
<p>Contract #: 21-052</p> <p>2013 - Ongoing</p>	<p>City of Inglewood (Inglewood, CA)</p>	<p>Bettye Griffith (310) 412-5673</p>	<p>CSDA began providing the City of Inglewood with support for its Residential Sound Insulation Program in 2013. Our scope of services includes conducting pre- and post-construction acoustical noise measurements, providing acoustical design services, performing scope of work review with homeowners and obtaining homeowner sign offs, preparation of construction documents, including specifications and details, providing support to the City during the bidding process by answering contractor and supplier questions and preparing addenda and providing construction support to the City on an “as needed” basis. Additionally, at the end of each</p>	<p>\$57M</p>

San Francisco

364 Bush Street, Second Floor, San Francisco, CA 94104
415.693.9800

Los Angeles

610 E. Franklin Avenue, El Segundo, CA 90245
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			phase of construction, following post-construction acoustical testing, we provide the results reports to the City.	
Contract Number and Dates	Awarding Authority	Contact Name & Phone Number	Description and Success of Performance	Total Dollar Amount
Contract #: J02-06 2019 - Ongoing	Fresno-Yosemite International Airport (Fresno, CA)	Elodia Cavazos (559) 621-4506	CSDA Design Group initially provided architectural design and construction administration services to sound insulate thirty (30) single-family homes in 1995. The original scope of work was expanded the following year to include an additional thirty (30) single-family homes. Since 2019 CSDA Design Group, along with a group of Fresno-based engineering firms (Mechanical-Electrical, Construction Administration and Hazardous Materials Testing and Remediation Oversight), is again providing design and construction administration services for the Sound Mitigation Acoustical Remedy Treatment (SMART) Program.	\$3M
Contract #: AH1071-18 (#60 2012 – Present	Hawaii Department of Transportation (Hilo, HI)	Vernon Lum (808) 838-8748	As the prime consultant, CSDA partnered with local Architectural, Mechanical and Electrical design firms to provide sound insulation designs for the Keaukaha Subdivision, located within the noise contours surrounding Hilo International Airport. CSDA was responsible for Policies and	\$1.1M

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			Procedures, acoustical analysis and reporting, design, preparation of construction documents and construction support. Post-construction acoustical testing showed the acoustical treatments provided an average of 12 dB improvement in the Noise Level Reduction of participating homes. This resulted in aircraft being half as loud inside of the homes.	
Contract Number and Dates	Awarding Authority	Contact Name & Phone Number	Description and Success of Performance	Total Dollar Amount
Contract #: N/A CSDA was a subconsultant to Stelling Engineers (2010-2013); and to Kadrmas Lee & Jackson (2014-2015) 2009 – 2015	Great Falls International Airport (Great Falls, MT)	Steve Brown, PE KLJ Engineering, Inc. (406) 452-8600	CSDA provided acoustical design services for the Great Falls International Airport (GFIA) Residential Sound Insulation Program as a sub-consultant to KLJ Engineering. The Program is the result of recommendations made in the Federal Aviation Regulation Part 150 Noise Compatibility Program approved by the Federal Aviation Administration (FAA) and consists of consulting services necessary to modify approximately 340 residences within the projected DNL 65 decibel (dB) contour to achieve an interior noise goal of DNL 45 dB.	\$3.8M
Contract #: N407795 2010 – 2015	General Mitchell International Airport (Milwaukee, WI)	Patricia Rowe (414) 747-5300	CSDA provided program management and architectural design services for the General Mitchell International Airport's Airport Area Noise Management	\$54M

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			Program (AANMP). Working in partnership with the Airport, the program included the sound insulation of eligible structures, obtaining avigation easements, noise land management and mapping, FAA grant reporting and tracking, and program closeout.	
Contract Number and Dates	Awarding Authority	Contact Name & Phone Number	Description and Success of Performance	Total Dollar Amount
Contract #: P-00317687 2013 – 2016	Port of Seattle (Seattle, WA)	Stan Shepherd (206) 787-5541	The Port of Seattle’s Noise Remedy Program contrasts with most Residential Sound Insulation Programs in terms of process. Instead of construction documents prepared in groups of homes for bidding purposes, each home is a stand-alone project that is bid by general contractors who have been pre-approved by the Port.	\$700K

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**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

[CSDA Design Group; 610 E. Franklin Avenue, El Segundo, CA 90245; \(415\) 515-5200](#)

Company Name, Address and Phone Number



10/20/2021

Signature of Officer or Authorized Representative

Date

[Randy Waldeck, Principal](#)

Print Name and Title of Officer or Authorized Representative

[RFQ for PM/CM Services for LAX Residential Sound Insulation \(RSI\) Program](#)

Project Title

Iran Contracting Compliance Affidavit

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> CSDA Design Group		<i>BTRC (or n/a)</i> N/A
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Randy Waldeck, Principal		
<i>Date Executed</i> 10/19/2021	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

Equal Benefits Ordinance

LAWA EBO COMPLIANCE

FOR LAWY CONTRACTORS ONLY

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: CSDA Design Group

Company Address: 610 E. Franklin Avenue

City: El Segundo State: CA Zip: 90245

Contact Person: Randy Waldeck Phone: (415) 515-5200 E-mail: rwaldeck@csdadesigngroup.com

Approximate Number of Employees in the United States: 26

Approximate Number of Employees in the City of Los Angeles: 12

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations 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 the property is connected to a Contract with the City; and
- 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.

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."

LAWA EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

CSDA Design Group will comply with the Equal Benefits Ordinance requirements
Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 19 day of October, in the year 2021, at El Segundo, CA
 Signature Randy Waldeck (City) (State)
 Mailing Address 610 E. Franklin Avenue
 Name of Signatory (please print) Randy Waldeck City, State, Zip Code El Segundo, CA 90245
 Title Principal EIN/TIN 94-3235744

Municipal Lobbying Ordinance

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN) BAVN ID: 200923	Awarding Authority (Department awarding the contract) Los Angeles World Airports (LAWA)
Bidder Name CSDA Design Group	
Address 610 E. Franklin Avenue, El Segundo, CA 90245	
Email Address rwaldeck@csdadesigngroup.com	Phone Number (415) 515 - 5200

Certification


I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

<u>Randy Waldeck</u> Name	 Signature
<u>Principal, Acoustics</u> Title	<u>10/15/2021</u> Date

DBE Program

INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You MUST fill out ALL applicable fields completely for the Bidder/Proposer and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit. You may add pages as needed.

Project Title – The name of the project at the time of bid or proposal.

Bid/Proposal Amount – Total amount bidder/proposer proposed for the project.

Company Information – The complete name, address, phone number (including area code), Federal Tax Identification Number, email and contact person for the bidder/proposer and each subcontractor, vendor or supplier.

- **Ethnicity** – African American, Hispanic American, Native American, Asian-Pacific Islander, Subcontinent Asian Indian, Asian American, Aleut, Eskimo, Caucasian

- **Gender** – Male, Female

- **Certification Type*** –

ACDBE (Airport Concession Disadvantaged Business Enterprise)

DBE (Disadvantaged Business Enterprise)

DVBE (Disabled Veteran Business Enterprise)

LBE (Local Business Enterprise)

LSBE (Local Small Business Enterprise)**

MBE (Minority Business Enterprise)

SBE (Small Business Enterprise)

WBE (Woman Business Enterprise)

*Any firm that is not certified as an ACDBE, DBE, DVBE, LBE, LSBE, MBE, SBE or WBE is considered an OBE (Other Business Enterprise).

**LSBE designation is only for firms that are certified as both SBE and LBE.

- **Certifying Agency** – Agency that issued the certification

City of Los Angeles (Department of Public Works)

CALIF DGS (State of California Department of General Services)

CALTRANS (California Department of Transportation)

METRO (L.A. County Metropolitan Transportation Authority)

SBA (Federal Small Business Administration)

DVA (Department of Veterans Affairs)

USWCC (US Women's Chamber of Commerce)

WBEC-WEST (Women's Business Enterprise Council – WEST)

NWBOC (National Women Business Owners Corporation)

Description of Project Services – A brief description of the work the bidder/proposer or subcontractor will perform.

NAICS – North American Industry Classification System codes listed at <http://www.census.gov/epcd/www/naics.html>

In order to receive credit for ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation, the companies must be certified in the NAICS code for the specific work they will perform on the contract.

Amount Proposed – Indicate the anticipated amount to be paid to the subcontractor over the term of the contract.

Proposed Percentage – Calculate the subcontractor's share of the contract by dividing the Subcontractors Proposed Amount by the Bid/Proposal Amount.

Please note: For projects with ACDBE or DBE goals, the Code of Federal Regulations, Title 49, Part 26.55(e) allows only 60% of the Amount Proposed to be used in the calculation for a subcontractor who is a regular dealer/supplier.

Signature/Date – This form must be signed by a responsible person capable of committing the firm contractually.

Participation Level Proposed by Bidder/Proposer –

Indicate the level of ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation proposed by Bidder/Proposer.

Goal(s) Stated in the Request for Bid/Proposal –

The ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE goal(s) established by Procurement Services Division for the Request for Bid/Proposal.

For information regarding the certification process, please call the Department of Public Works, Centralized Certification Section at (213) 847-2684.

SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You MUST fill out ALL applicable fields completely for the Prime and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit.

Project Title: RFQ for PM/CM Services for LAX Residential Sound Insulation (RSI) Program Today's Date: 10/20/2021

BIDDER/PROPOSER COMPANY INFORMATION		Bid/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES
NAME: <u>CSDA Design Group</u>	ETHNICITY: <u>Caucasian</u>	TBD. Dollar Amount not requested as part of this submission.		Residential sound insulation project management, construction
ADDRESS: <u>610 E. Franklin Avenue</u>	GENDER: <u>Male</u>			management, design, acoustical testing,
CITY/STATE/ZIP: <u>El Segundo, CA 90245</u>	FEDERAL TAX ID #: <u>94-3235744</u>			avigation easements, FAA grant
CONTACT NAME: <u>Randy Waldeck</u>	EMAIL: <u>rwaldeck@csdadesigngroup.com</u>			compliance, and project closeout.
TELEPHONE NO: <u>(415) 515-5200</u>				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____		NAICS: <u>541330</u>		
SUBCONTRACTOR COMPANY INFORMATION		\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: <u>Hill International, Inc.</u>	ETHNICITY: <u>Hispanic American</u>			Residential sound insulation project management, construction management, FAA compliance, and project controls.
ADDRESS: <u>2231 E. Camelback Road, Suite 102</u>	GENDER: <u>Male</u>			
CITY/STATE/ZIP: <u>Phoenix, AZ 85016</u>	FEDERAL TAX ID #: <u>20-0953973</u>			
CONTACT NAME: <u>Robert Valerio</u>	EMAIL: <u>RobertValerio@hillintl.com</u>			
TELEPHONE NO: <u>(408) 218-1266</u>				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____		NAICS: <u>236115, 236116, 236118, 236210, 236220, 541310, 541330, 541350</u>		
NAME: <u>Cerrell Associates, Inc.</u>	ETHNICITY: <u>Caucasian</u>			Public outreach/engagement services
ADDRESS: <u>750 N San Vicente Blvd., Suite 800</u>	GENDER: <u>Male</u>			
CITY/STATE/ZIP: <u>West Hollywood, CA, 90069</u>	FEDERAL TAX ID #:			
CONTACT NAME: <u>Mark Waier</u>	EMAIL: <u>lawaiier12@gmail.com</u>			
TELEPHONE NO: <u>(310) 600-5223</u>				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____		NAICS: <u>541820</u>		

SUBCONTRACTOR COMPANY INFORMATION	PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Trifiletti Consulting, Inc. ADDRESS: 1545 Wilshire Blvd., Suite 700 CITY/STATE/ZIP: Los Angeles, CA 90024 CONTACT NAME: Lisa Trifiletti TELEPHONE NO: (310) 738-2099	ETHNICITY: Hispanic American GENDER: Female EMAIL: lisa@trifiletticonsulting.com FEDERAL TAX ID #: 81-3723045	\$2,034,480 (estimated proposed dollar value)	6%	Public outreach/engagement services
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER NMSDC (National Minority Supplier Development Council)	NAICS: 541820			
NAME: YDG Engineers, Inc. ADDRESS: 2930 W. Imperial Highway, Suite 516 CITY/STATE/ZIP: Inglewood, CA 90303 CONTACT NAME: Sam Yoo, PE, LEED AP, CEM TELEPHONE NO: (310) 912-5008	ETHNICITY: Asian American GENDER: Male EMAIL: syoo@ydgengineers.com FEDERAL TAX ID #: 46-2284896	\$3,633,000 (estimated proposed dollar value)	11%	Mechanical, electrical, and plumbing engineering services
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER	NAICS: 541330			
NAME: Kleinfelder ADDRESS: 707 First Avenue, Suite 400 CITY/STATE/ZIP: San Diego, CA 92101 CONTACT NAME: Rebekah Stevens TELEPHONE NO: (978) 502-2652	ETHNICITY: Caucasian GENDER: Female EMAIL: RStevens@kleinfelder.com FEDERAL TAX ID #: 94-1532513			Geographic Information Systems Services (GIS), Information Technology
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER	NAICS: 541330			
NAME: SCA/LA Environmental, Inc. ADDRESS: 3350 East 7th Street, #606 CITY/STATE/ZIP: Long Beach, CA 90804 CONTACT NAME: John R. Brand, CAC, REA, CDPH TELEPHONE NO: (310) 748-9646	ETHNICITY: Caucasian GENDER: Male EMAIL: jbrand@scala-enviro.com FEDERAL TAX ID #: 45-3706931			Hazardous Materials testing and abatement
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER	NAICS: 541620			

SUBCONTRACTOR COMPANY INFORMATION	PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Cross-Spectrum Acoustics, Inc.	ETHNICITY: African American	\$435,960 (estimated proposed dollar value)	1%	Acoustical testing
ADDRESS: 25A Granby Street	GENDER: Male			
CITY/STATE/ZIP: East Longmeadow, MA 01028	EMAIL: hsingleton@csacoustics.com			
CONTACT NAME: Herbert Singleton, Jr.	FEDERAL TAX ID #: 45-3091315			
TELEPHONE NO: (781) 591-3500				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER			NAICS: 541380; 541620	
NAME: GCC & Associates LLC.	ETHNICITY: Hispanic American	\$2,600,000 (estimated proposed dollar value)	8%	Construction inspection services
ADDRESS: 4199 Campus Drive, Suite 210	GENDER: Male			
CITY/STATE/ZIP: Irvine, CA 92612	EMAIL: len@gcc-llc.com			
CONTACT NAME: Len Vetrone	FEDERAL TAX ID #: 83-1236879			
TELEPHONE NO: (415) 748-8433				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input checked="" type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER			NAICS: 541611, 541614, 541618, 236220, 541690, 541910, 541990	

Note: Offeror/Proposer, CSDA Design Group, attests our commitment to use the DBE firms listed to meet and/or exceed the Owner's goal.

Note: Signature page and percentages have been moved to the next page to make room for additional subconsultant information.

I certify under the penalty of perjury that the information contained on this form is true and correct and that the firms listed are the subcontractors anticipated to be utilized if this project is awarded to the above prime contractor. I agree to comply with any applicable provisions for additions and substitutions, and I further understand and agree that any and all changes or substitutions must be authorized by the LAWA Procurement Services Division prior to their implementation. An amended Subcontractor Participation Plan is required for any substitution or change to Subcontractors listed on the originally submitted Plan.

Participation Level(s) Proposed by Bidder/Proposer:	_____ %	<input type="checkbox"/> ACDBE
	<u>26</u> %	<input checked="" type="checkbox"/> DBE
	_____ %	<input type="checkbox"/> DVBE
	_____ %	<input type="checkbox"/> LBE
	_____ %	<input type="checkbox"/> LSBE
	_____ %	<input type="checkbox"/> MBE/WBE
	_____ %	<input type="checkbox"/> SBE

Goal(s) Stated in the Request for Bid/Proposal:	_____ %	<input type="checkbox"/> ACDBE
	<u>15</u> %	<input checked="" type="checkbox"/> DBE
	_____ %	<input type="checkbox"/> DVBE
	_____ %	<input type="checkbox"/> LBE
	_____ %	<input type="checkbox"/> LSBE
	_____ %	<input type="checkbox"/> MBE/WBE
	_____ %	<input type="checkbox"/> SBE


SIGNATURE

October 21, 2021

DATE

Randy Waldeck

Principal

(415) 515-5200

PRINT NAME

TITLE

PHONE

FEDERAL REQUIREMENTS

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FEDERAL REQUIREMENT: FR-1**ACCESS TO RECORDS AND REPORTS**

2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

This provision must be included in all contracts and subcontracts.

FEDERAL REQUIREMENT: FR-3**BREACH OF CONTRACT**

2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

FEDERAL REQUIREMENT: FR-5**CIVIL RIGHTS - GENERAL**

49 USC § 47123

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

FEDERAL REQUIREMENT: FR-6**CIVIL RIGHTS - TITLE VI ASSURANCES**

49 USC § 47123, FAA Order 1400.11

The City of Los Angeles, Los Angeles World Airports, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

FEDERAL REQUIREMENT: FR-7**CLEAN AIR/WATER POLLUTION CONTROL**

2 CFR § 200, Appendix II(G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

FEDERAL REQUIREMENT: FR-11**DEBARMENT AND SUSPENSION**

2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://sam.gov/SAM>
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

This requirement applies to covered transactions, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000.

FEDERAL REQUIREMENT: FR-12**DISADVANTAGED BUSINESS ENTERPRISE**

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Los Angeles, Los Angeles World Airports to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13): The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible

Prompt Payment (§26.29): The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven days from the receipt of each payment the prime contractor receives from City of Los Angeles, Los Angeles World Airports. The prime contractor agrees further to return retainage payments to each subcontractor within seven days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Los Angeles, Los Angeles World Airports. This clause applies to both DBE and non-DBE subcontractors.

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

FEDERAL REQUIREMENT: FR-13**DISTRACTED DRIVING**

Executive Order 13513, DOT Order 3902.10

The Consultant shall promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

FEDERAL REQUIREMENT: FR-14

ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

FEDERAL REQUIREMENT: FR-16**FEDERAL FAIR LABOR STANDARDS ACT**

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA. 29 CFR § 213 exempts professional services employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

FEDERAL REQUIREMENT: FR-17**FOREIGN TRADE RESTRICTION**

49 USC § 50104, 49 CFR part 30

This language must be used in all contracts and subcontracts without modification.

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

FEDERAL REQUIREMENT: FR-18**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FEDERAL REQUIREMENT: FR-19**OCCUPATIONAL SAFETY AND HEALTH ACT**

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

FEDERAL REQUIREMENT: FR-24**TAX DELINQUENT AND FELONY CONVICTION**

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark () in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note: If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

FEDERAL REQUIREMENT: FR-25**TERMINATION OF CONTRACT**

2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convince (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convince (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other

documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to- Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of

God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

FEDERAL REQUIREMENT: FR-26**VETERAN'S PREFERENCE**

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

FEDERAL REQUIREMENTS FORMS
To be submitted with proposal

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Title
Disadvantaged Business Enterprise (FR-7)
Tax Delinquent and Felony Conviction (FR-16)
FRs which state certification by signing/submitting bid
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FEDERAL REQUIREMENT: FR-7

DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein (refer to Administrative Requirements Attachment):

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

*please see subcontractor participation form located earlier in the Administrative Requirements.

Information submitted as a matter of bidder responsibility:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

October 25, 2021

Date

CSDA Design Group

Company Name



Signature

Principal

Title

FEDERAL REQUIREMENT: FR-16

TAX DELINQUENT AND FELONY CONVICTION

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The applicant represents that it is (☐) is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

October 25, 2021

Date

CSDA Design Group

Company Name



Signature

Principal

Title

**FEDERAL REQUIREMENTS (FRs) WHICH STATE CERTIFICATION BY
SIGNING/SUBMITTING BID**

By signing below, Bidder is declaring that by signing and submitting its bid, it is certifying to the following Federal Requirements within this procurement:

FR-6 Debarment and Suspension

FR- 12 Foreign Trade Restriction

FR-13 Lobbying and Influencing Federal Employees

October 25, 2021

Date

CSDA Design Group

Company Name



Signature

Principal

Title