DATE: May 14, 2019

TO: Mayor and Council Members

FROM: Residential Sound Insulation Department

SUBJECT: Agreement with CSDA Design Group to provide Architectural/Engineering Design and Acoustical Testing Services for the Residential Sound Insulation Program

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve an agreement with CSDA Design Group to provide Architectural/Engineering Design and Acoustical Testing services for up to 100 residential units in the City’s Residential Sound Insulation Program in an amount of $734,540; and
2. Adopt resolution amending the City’s Fiscal Year 2018-2019 Annual Budget.

BACKGROUND:
The City has been awarded funds by the Federal Aviation Administration (FAA) and Los Angeles World Airports (LAWA) to administer the next phase of Residential Sound Insulation Program (RSI) Program.

Pursuant to FAA Order 5100.38 in accordance with Federal Code Title 49, Part 18.36, proposals are solicited from firms in the field of acoustic design, program management, engineering, sound insulation and construction management every five years. After which, a panel of individuals familiar with the fields is assembled and the firm conducts and interview/presentation. The interviewing panel ranks the firms based on their presentation as well as their knowledge and expertise.

In March 2017, the City solicited qualifications and proposals from firms in the aforementioned fields. The following firms responded (Firms and their locations are listed by ranking):

1. The Jones Payne Group Inc. (JP), Boston, MA local office in Los Angeles, CA
2. CSDA Design Group, San Francisco, CA local office in El Segundo, CA
3. Veneklasen Associates, Inc., Santa Monica, CA
4. Richard Atkins dba TDPSTL, Inglewood, CA

Based on the rankings, a pool was created in which all four firms were selected to assist in providing Acoustical testing and design services. Contracts for acoustical testing and design services can be awarded to any of the four firms within the pool based on the Department’s needs
and the availability of the firms; however, the order in which the contract will be offered is based on aforementioned ranking.

CSDA was founded in 1999, and began providing service to the City’s RSI Program in April 2013. CSDA provides full management services and acoustical engineering services for a wide range of sound mitigation projects. Architectural/Engineering (A&E) and Acoustic Design services are a fundamental element of the RSI Program. A&E and Acoustic Design services consist of surveying properties and devising specifications for subsequent public contracts. CSDA’s services will provide essential resources that will support the City’s goal in providing an improved quality of life to eligible property owner’s impact by the aircraft noise located within the contour boundaries.

DISCUSSION:
In October 2015, the FAA instituted policy changes and established new regulations. Under the new FAA regulations, eligible residential single-family and multi-family dwellings are required to be located in the Community Noise Equivalent Level (CNEL) 65 dB contour and require acoustical testing to each habitable room to determine eligibility for RSI services. CSDA, with the approval of this agreement will provide program management, acoustic testing and architectural and engineering design and construction support services for up to 100 units.

The award of this contract will allow CSDA, to assist in the RSI Program under the caption “Professional Services” as outlined in Section 8-1.40 of the Inglewood Municipal Code.

The scope of services under this contract includes:

- Program Management
- Pre and Post Acoustical Testing
- Architecture and Engineering Services
- Construction Phase Services
- Procurement and Bidding
- Pre-Construction and Construction Phase Services
- Program Evaluation and Closeout

Attachment 2 provides a detail listing of the proposed services along with the fee schedule.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Funds in the amount of $734,540 will be available in FY 2018-2019 budget Account Code No.222-100-R001-44830-00 (Noise Mitigation Fund-RSI-Program Administration-Contract Services).

The Noise Mitigation Fund account and revenue source is entirely grant funded through FAA and LAWA and does not require any use of general fund money.
Mayor and Council Members  
CSDA Design Group Agreement for  
Acoustical, Architectural and Engineering Services  
May 14, 2019

LEGAL REVIEW VERIFICATION:  
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION:  
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment #1 - Proposed Contract  
Attachment #2 – Fee Schedule  
Attachment #3 - Resolution
Mayor and Council Members
CSDA Design Group Agreement for
Acoustical, Architectural and Engineering Services

APPROVAL VERIFICATION SHEET

PREPARED BY:
Bettye R. Griffith, RSI Director
Ashli Marzett, Staff Assistant

COUNCIL PRESENTER:
Bettye Griffith, Residential Sound Insulation Director

DEPARTMENT HEAD APPROVAL: Bettye R. Griffith, Residential Sound Insulation Director

ASSISTANT CITY MANAGER APPROVAL: Louis Atwell, Assistant City Manager

CITY MANAGER APPROVAL: Artie Fields, City Manager
Attachment # 1
AGREEMENT No.: 19-_____

THIS AGREEMENT is made and entered into this ________ day of April 2019,
by and between the City of Inglewood, a municipal corporation and charter city ("City")
and CSDA Design Group ("Consultant") with its principal place of business located at
475 Sansome Street, Suite 800, San Francisco, CA 94111.

WHEREAS, City desires to retain the services of an experienced
architectural/engineering firm to provide acoustical design, construction documents,
pre and post construction noise testing and audits, final project reports and related
services for the City of Inglewood Residential Sound Insulation Program; and

WHEREAS, Consultant has submitted a proposal dated February 7, 2019 in
which it holds itself out as capable, competent and qualified architectural/engineering
firm that is able to provide City with the required acoustical design, construction
documents, pre and post construction noise testing and audits, final project reports
and related services for the City of Inglewood Residential Sound Insulation Program;

WHEREAS, Consultant agrees that it has satisfied itself by its own investigation
and research regarding the conditions affecting the work to be done and labor and
materials needed, and that its decision to execute this Agreement is based on such
independent investigation and research; and

WHEREAS, this is a professional services agreement, and is exempt from the
bidding requirements of Inglewood Municipal Code Section 2-198.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1 -- SCOPE OF CONTRACTOR'S SERVICES

1.1 Scope of Services. Consultant shall: (1) work closely with City staff in
the performance of Services, for up to one hundred (100) units and shall be available
to City staff, contractors and other staff at all reasonable times; and (2) provide all
labor, tools, materials, equipment, supplies and transportation necessary to provide
City with acoustical design, construction documents, pre and post construction noise
audits, final project reports and related services for the City of Inglewood Residential Sound Insulation Program such as:

1.1.1 Program Management. Perform pre; post-modification audits.

1.1.2 Customer Service. Update monthly project reports; coordinate with City staff; meetings; database development.

1.1.3 Pre and Post Acoustical Testing.

1.1.4 Architecture & Engineering Services. Site visits; building deficiency report; design review meetings; preparation of design review documents; Hazmat reports; final design documents; prepare bid documents; probable cost of construction estimate.

1.1.5 Construction Phase Services. Prepare full mechanical designs for heating, ventilation, and air conditioning systems with Title 24 compliance; measurement visits; assist with bid process.

1.1.6 Procurement and Bidding.

1.1.7 Pre-Construction and Construction Phase Services. Pre-construction conference; measurement visits; rfi support services; etc.

1.1.8 Program Evaluation and Closeout.

1.2 Licenses/Permits. Consultant shall obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

1.3 Conflict of Interest. Consultant covenants that neither it, nor any of its employees, agents, contractors, and/or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

1.4 Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment
practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5 Professional Practices. It is mutually agreed that City is relying upon the professional skill of Consultant as a specialist in the work. Consultant shall perform all services required by this Agreement in a first-class manner and shall conform to the highest and best professional standards of quality observed by a person practicing in Consultant's profession. Acceptance of the Consultant's work by City does not operate as a release of Consultant's representations.

**ARTICLE 2 -- SCOPE OF CITY'S DUTIES**

2.1 City shall provide Consultant with such necessary and appropriate information which it possesses and which are necessary for carrying out the work as outlined in Scope of Services.

**ARTICLE 3 -- COMPENSATION**

3.1 Maximum Compensation. The total maximum compensation paid to Consultant for pre-approved expenses and the performance of all services shall not exceed the sum of **seven hundred forty nine thousand eight hundred dollars ($749,800.00)**.

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<td>Construction Phase Svrs.</td>
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<tr>
<td>Program Eval. &amp; Closeout</td>
<td>24,700.00</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$749,800.00</strong></td>
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3.2 Invoices. All invoices submitted by Consultant shall be submitted on a
monthly basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3)
City Agreement Number; (4) total Agreement Amount; (5) total invoice amount; (6)
description of service or supplies provided; (7) Consultant’s employee name providing
service, time spent and hourly rate; (8) total billed to date; and (9) total amount
remaining on Agreement. Any additional services approved and performed pursuant
to this Agreement shall be designated as “Additional Services”, and shall identify the
number of the authorized change order, where applicable, on all invoices.

3.3 Documentation. Consultant shall be responsible for the cost of supplying
all documentation necessary to verify the monthly billings to the satisfaction of City and
shall certify, on each invoice, that it is entitled to receive the amount invoiced.

3.4 Additional Services. No compensation will be provided for any other task
service(s) or expenses without the specific prior written consent from the City.

ARTICLE 4 – NOTICES

4.1 Notices. Any notices given pursuant to this Agreement shall be deemed
received and effective when properly addressed, postage prepaid, and deposited in
the United States mail to the respective parties as follows:

City: Consultant:
City Clerk Randy Waldeck, Principal
City of Inglewood CSDA Design Group
One Manchester Boulevard 475 Sansome Street, Suite 800
Inglewood, CA 90301 San Francisco, CA 94111

With a copy to:
Bettye R. Griffith, Director
c/o RSI, Suite 550
City of Inglewood
Inglewood, CA 90301

ARTICLE 5 – TERM & TERMINATION

5.1 Term. This Agreement shall expire on April 30, 2020, unless otherwise
terminated or suspended. This Agreement may be extended, under the same terms
and conditions, for six (6) additional months, upon prior mutual written agreement of both parties.

5.2 Notice of Termination. The City reserves and has the right and privilege of immediately canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

5.3 Compensation. In the event of termination, Consultant shall within fifteen (15) days submit its final accounting report to City.

ARTICLE 6 – NO AGENCY RELATIONSHIP

6.1 Independent Contractor. No agency relationship between Consultant and City is intended or created by this Agreement. Consultant is not authorized and shall not at any time or in any manner represent that it is an agent, servant, or employee of City; it being expressly understood that Consultant is and at all times shall remain a wholly independent contractor. Consultant shall have no authority to bind City in any manner, to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred in writing by an authorized representative of City.

6.2 No Retirement/Health Benefits. Neither Consultant, nor any of Consultant’s officers, employees, or agents, shall obtain rights to retirement, health care, or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights. Consultant agrees to purchase its own worker’s compensation insurance for California.

6.3 CalPERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractors under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System
(CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for CalPERS benefits.

ARTICLE 7 – OWNERSHIP OF DOCUMENTS

7.1 Ownership of Documents. All documents prepared, developed, or discovered by Consultant in the course of providing any services pursuant to this Agreement including but not limited to original studies, surveys, reports, data, notes, computer files, and all other documents are and shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, Consultant shall give City all such documents, including but not limited to original studies, surveys, reports, data, notes, computer files, files, and other documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to City.

ARTICLE 8 --

CONFIDENTIAL INFORMATION, RELEASE OF INFORMATION

8.1 Confidentiality. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless
such information is in the public domain. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

8.2 Subpoena Response. Consultant, its officers, employees, agents, or subcontractors, shall not voluntarily provide declarations, letters of support, and testimony at depositions, respond to a court order or subpoena, response to interrogatories, or other information concerning the work performed under this Agreement without City's prior written approval.

Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right to be present at any deposition, hearing, or similar court-ordered proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests served on Consultant and proposed responses thereto. However, this right to review any response does not imply or mean the right by City to control, direct, or rewrite said response.

8.3 Indemnification/Reimbursement. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information of work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs, and fees, including attorney fees, caused by or incurred as a result of Consultant's negligence and/or wrongful conduct.

ARTICLE 9 – INSURANCE, HOLD HARMLESS AND BOND

9.1 Insurance Requirements:

9.1.1 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and have a current A.M. Best rating of not less than A.M VII.
9.1.2 Insurance Verification. Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City’s forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

9.1.3 Commencement of Services. Consultant, and/or sub-contractor, shall not commence services under this Agreement until it has provided evidence satisfactory to the City Attorney that it has secured all insurance required under this section. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of work hereunder by the Consultant, his agents, representatives, or employees. The cost of such insurance shall be borne by the Consultant.

9.2.0 Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

9.2.1 Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Five Hundred Thousand Dollars ($1,500,000.00), combined single limits, per occurrence and aggregate.

9.2.3 Automobile liability for any vehicle (Code 1) with a policy limit of not less than One Million Five Hundred Thousand Dollars ($1,500,000.00), combined single limits, per occurrence and aggregate.

9.2.4 Workers’ compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers’
compensation insurer waiving, subrogation rights under its workers' compensation
insurance policy against the City and to require each of its subcontractors, if any, to do
likewise under their workers' compensation insurance policies.

9.2.5 Professional errors and omissions ("E&O") liability insurance with policy
limits of not less than One Million Five Hundred Thousand Dollars ($1,500,000.00),
combined single limits, per occurrence and aggregate. Consultant shall obtain and
maintain, said E&O liability insurance during the life of this Agreement and for three
years after completion of the work hereunder.

9.3.0 Endorsements. The comprehensive general liability insurance and auto
insurance policies shall contain or be endorsed to contain the following provisions:

9.3.1 Additional insureds: "The City of Inglewood and its elected and
appointed boards, officers, agents, and employees are additional insureds with respect
to this subject project and contract with City."

9.3.2 Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the
coverage reduced, until thirty (30) days after written notice is given to City. City will
accept ten (10) days prior written notice for non-payment of premium.

9.3.3 Primary Insurance & Non-Contributing insurance: "This insurance is
primary and any other insurance maintained by the City of Inglewood shall be excess
and not contributing with the insurance provided by this policy."

9.4 Deductibles. If any of such policies provide for a deductible or self-
insured retention to provide such coverage, the amount of such deductible or self-
insured retention shall be approved in advance by City. No policy of insurance issued
as to which the City is an additional insured shall contain a provision which requires
that no insured except the named insured can satisfy any such deductible or self-
insured retention.

9.5 Hold Harmless: Consultant agrees to hold City harmless from any
liability for bodily or personal injury to or death of any person and for injury to or loss of
any property resulting from or arising out of the negligent or wrongful acts of
Consultant, its officers, employees, agents, or representatives, in performance or failure to perform any services required by this Agreement.

ARTICLE 10 -- MISCELLANEOUS

10.1 Extra Work. Consultant shall not receive compensation for any services provided outside the scope of services listed above unless approved in writing by the City Council. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Consultant shall not charge and City shall not pay any finance charges and/or late fees on any overdue invoices.

10.2 Authority to Sign Agreement. The person executing this Agreement on behalf of the Consultant warrants that: (1) the Consultant is duly organized and existing; (2) he/she is duly authorized to execute this Agreement on behalf of the Consultant; (3) by so executing this Agreement, the Consultant is formally bound to the provisions of this Agreement; and (4) the entering into this Agreement does not violate any provision of any other Agreement to which the Consultant is bound.

10.3 Right to Audit. City shall have access to and the right to examine, audit, excerpt copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. City auditors, at all reasonable times, shall have access to the offices of Consultant and its subcontractors, and all necessary records, and shall be provided adequate working area for the City auditors to conduct audits in compliance with this Agreement. Such working area shall include: a desk, chair, calculator and telephone, and shall have ready access to a photocopy and facsimile machine. City auditors shall be allowed to interview any employee of Consultant and its subcontractors throughout the term of this Agreement and for a period of three (3) year after final payment or longer if required by law.

All materials, including all pertinent financial records and proprietary data, shall be stored and maintained by Consultant at its main facility. Originals and/or copies of
such documents or records shall be provided, at Consultant's expense, directly to the
City.

Where City has reason to believe that any of the documents or records required
to be maintained pursuant to this section may be lost or discarded due to dissolution
or termination of Consultant's business, City may, by written request, require that
custody of such documents or records be maintained by the requesting party. Access
to such documents and records shall be granted to City, as well as to its successors-
in-interest and authorized representatives.

10.4 Non-Assignability. Consultant shall not assign any interest in this
Agreement and shall not transfer any interest in the same, whether by assignment or
novation, without prior written approval of City.

10.5 Prevailing Wages. Consultant is aware of the requirements of California
Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of
Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require
the payment of prevailing wage rates and the performance of other requirements on
"public works" and "maintenance" projects. If the Services are subject to the
Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage
Laws.

10.6 Equal Opportunity Employment. Consultant shall not engage in
unlawful employment discrimination. Such unlawful employment discrimination
includes, but is not limited to, employment discrimination based upon a person's race,
religion, creed, color, national origin, ancestry, physical handicap, medical condition,
marital status, gender, citizenship or sexual orientation.

10.7 Labor Certification. By its signature hereunder, Consultant certifies that
it is aware of the provisions of Section 3700 of the California Labor Code which
require every employer to be insured against liability for Worker's Compensation or to
undertake self-insurance in accordance with the provisions of that Code, and agrees
to comply with such provisions before commencing the performance of the Services.
10.8 No Third Party Beneficiaries. There are no intended third party
beneficiaries of any right or obligation assumed by the Parties.

10.9 Interpretation. The parties waive any benefits from the principles of
contra proferentum and interpreting ambiguities against drafters. No party shall be
deemed to be the drafter of this Agreement, or of any particular provision or
provisions, and no part of this Agreement shall be construed against any party on the
basis that the particular party is the drafter of any part of this Agreement.

10.10 Titles. Article titles, paragraph titles or captions contained herein are
inserted as a matter of convenience and for reference, and in no way define, limit,
extend, or describe the scope of this Agreement or any provision hereof.

10.11 Counterparts. This Agreement may be executed in counterparts, and
when each party hereto has signed and delivered at least one such counterpart, each
counterpart shall be deemed an original and, when taken together with the other
signed counterparts, shall constitute one Agreement, which shall be binding upon and
effective as to all parties hereto.

10.12 Severability; Invalidity. In the event that any condition or covenant
herein is held to be invalid or void by any court of competent jurisdiction, the same
shall be deemed severable from the remainder of the Agreement and shall in no way
affect any other covenant or condition herein contained as long as the invalid provision
does not render the Agreement meaningless with regard to a material term in which
event the entire Agreement shall be void. If such condition, covenant, or other
provision shall be deemed invalid due to its scope of breadth, such provision shall be
deemed valid to the extent of the scope of breadth permitted by law.

10.13 Governing Law; Venue. This Agreement shall be interpreted, construed
and governed according to the laws of the State of California. In the event of litigation
between the parties, venue in state trial courts shall lie exclusively in the County of
Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue,
Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

10.14 Entire Agreement. This Agreement is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the parties or their authorized representatives.

IN WITNESS WHEREOF, the City of Inglewood and Consultant, have executed this Agreement as of the date first above written.

CITY OF INGLEWOOD

CSDA DESIGN GROUP

______________________________
James T. Butts, Jr., Mayor

______________________________
Randy Waldeck, Principal

ATTEST:

______________________________
Yvonne Horton, City Clerk

______________________________
Kenneth R. Campos, City Attorney

APPROVED AS TO FORM
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  4/23/2019

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Attn: Mandy Guo
Oakland CA 94604-2675

INSURED
CSDA Design Group (a corporation)
475 Sansome Street, Suite 500
San Francisco, CA 94111

CONTACT
NAME: Doris A Chambers
PHONE: 510-465-3090 (AIC, No. Ext.)
FAX: 510-452-2193 (AIC, No.)
E-MAIL: dchambers@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE
INSURER A : American Automobile Ins. Co. 21849
INSURER B : Travelers Casualty & Surety Co. America 31194
INSURER C : Travelers Property Casualty Co of America 25674

COVERAGES
CERTIFICATE NUMBER: 1981603416

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>POLICY EFF</th>
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<th>LIMITS</th>
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| A   | AUTOMOBILE LIABILITY | ANY AUTO | Y Y | AZCO0922132 | 7/1/2018 | 7/1/2019 | COMBINED SINGLE LIMIT (Ex. accident) $2,000,000 |
|     |                    | OWNED AUTOS ONLY | SCHEDULED AUTOS | NON-OWNED AUTOS ONLY | | | | |
|     |                    | Hired Autos Only | | | | | | |
| A   | UMBRELLA LIAB | OCCUR | Y Y | AZCO0922132 | 7/1/2018 | 7/1/2019 | EACH OCCURRENCE | $3,000,000 |
|     | EXCESS LIAB | CLAIMS-MADE | | | | | | |
| C   | WORKERS COMPENSATION AND EMPLOYERS LIABILITY | ANY/PROPRIETOR/OWNER EXECUTIVE OFFICER/BENEFICIARY (Excluded) (Mandatory in NH) | Y/N | N/A | LIR2H-699267 | 7/1/2018 | 7/1/2019 | E.L. EACH ACCIDENT $1,000,000 |
|     |                    |                        | PER STATUTE |               | |            | | |
| B   | Professional Liability Claims Made | 2/4/2019 | 2/4/2020 | $2,000,000 | $2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: City of Inglewood Residential Sound Insulation Program GENERAL & AUTOMOBILE LIABILITY ADDITIONAL INSURED: The City of Inglewood, its officials, employees, and agents. Insurance is primary per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation Coverage.

CERTIFICATE HOLDER
City of Inglewood
One Manchester Blvd. Ste 550
Inglewood CA 90301

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
This endorsement modifies insurance provided under the following:

American Business Coverage

Your policy is broadened and clarified as follows:

1. Non Employment Discrimination Liability

   Unless Personal Injury or Advertising Injury is excluded from this policy:

   A. Section III - Definitions, Item 17. Personal Injury is amended to include:

      f. Discrimination

   B. Section III - Definitions, Item 2. Advertising Injury is amended to include:

      e. Discrimination

   C. Section III - Definitions is amended to include:

      30. Discrimination means the unlawful treatment of individuals based on race, color, ethnic origin, gender, religion, age, or sexual preference.

   D. Section II - Liability Coverage, Part II. Exclusions, Item 1.p Personal Injury or Advertising Injury is amended to include:

      (11) Arising out of discrimination directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured; or

      (12) Arising out of discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging, or premises by or at the direction of any insured; or

      (13) Arising out of discrimination if insurance thereof is prohibited by law; or

      (14) Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of discrimination.

2. Blanket Additional Insured

   Section II - Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

   f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:

      (1) Coverage is limited to their liability arising out of:

         (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or

         (b) your ongoing operations performed for that insured; or

         (c) that insured’s financial control of you; or

         (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s); or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

[Signatures]

Secretary

President

AB9189 8-07
(e) a state or political subdivision permit issued to you.

(2) Coverage does not apply to any occurrence or offense:

(a) which took place before the execution of, or subsequent to the completion or expiration of, the written insured contract, or

(b) which takes place after you cease to be a tenant in that premises.

(3) With respect to architects, engineers, or surveyors, coverage does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the rendering or the failure to render any professional services by or for you including:

(a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(b) Supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

3. Blanket Additional Insured for Vendors

Unless the Products-Completed Operations Hazard is excluded from this policy, Section II - Liability Coverage, Part I. Who Is an Insured, Item 2, is amended to include:

g. Any vendor but only with respect to Bodily Injury or Property Damage arising out of your products which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. Bodily Injury or Property Damage for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

If an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.
4. Blanket Waiver of Subrogation

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

6. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

5. Broadened Named Insured

Section II - Liability Coverage, Part I. Who Is An Insured, Item 4. is replaced with:

4. All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as Named Insured under this policy if:

(a) you have the responsibility of placing insurance for each such entity; and

(b) coverage for the entity is not otherwise more specifically provided; and

(c) the entity is incorporated or organized under the laws of the United States of America.

But each entity is insured only while you own, during the policy period, a controlling interest in such entity of greater than 50% of the stock or assets. However:

(a) Coverage under this provision is afforded only until the end of the policy period, or the 12 month anniversary of the policy inception date, whichever is earlier;

(b) Coverage C does not apply to bodily injury or property damage that occurred before you acquired or formed the organization;

(c) Coverage C does not apply to personal injury or advertising injury arising out of an offense committed before you acquired or formed the organization.

6. Medical Payments

Unless Coverage D. Medical Payments is excluded from this policy:

A. Section II - Liability Coverage, Part H. Exclusions, Item 2.f. is replaced with:

f. Included within the products-completed operations hazard. However, this exclusion does not apply to expenses for dental services.

B. Section II - Liability Coverage, Part G. Coverage, Item 2., is amended to include:

c. Coverage D. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is primary also.

7. Tenant’s Legal Liability

A. Section III - Liability Coverage, Part J. Liability and Medical Payments Limits of Insurance, Item 3. is replaced with:

3. The most we will pay under Coverage C - Liability for damages because of property damage to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner:

a. arising out of any Covered Cause of Loss shall be the greater of:

(1) $1,000,000; or

(2) The Tenant’s Legal Liability limit shown in the Declarations.

8. Chartered Aircraft

Section II - Liability Coverage, Coverage C, Part H. Exclusions, Item 1.g. is amended to include:

(5) An aircraft in which you have no ownership interest and that you have chartered with crew.
9. Coverage Territory Broadened

Section III - Definitions, Item 5.a. is replaced with:

a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.

10. Broadened Advertising Injury

Unless Advertising Injury is excluded from this policy:

A. Section III - Definitions, Item 2. is replaced with:

2. Advertising Injury means injury arising out of one or more of the following offenses:

a. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or style of doing business; or

d. Infringement of trademark, copyright, title or slogan.

B. Section II - Liability Coverage, Coverage C, Part H. Exclusions, Items 1.p.(1) and (2) are replaced with:

(1) Arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

11. Broadened Personal Injury

Unless Personal Injury is excluded from this policy, Section III - Property, Liability and Medical Payments Definitions, Items 17.b., d. and e. are replaced with:

b. Malicious prosecution or abuse of process;

d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;

12. Broadened Personal or Advertising Injury

Unless Personal Injury or Advertising Injury is excluded from this policy, Section II - Liability Coverage, Coverage C, Part H. Exclusions, Item 1.p.(4) Exclusions is deleted in its entirety.

13. Fellow Employees Coverage

Section II - Liability Coverage, Part I. Who Is an Insured, Item 2.a.(1) is amended as follows:

(1) Personal Injury to you or to a co-employee while in the course of his or her employment, or the spouse, child, fetus, embryo, parent, brother, sister or any member of the household of that employee or co-employee as a consequence of such Personal Injury, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or

14. Mental Anguish Is Included in Bodily Injury

Section III - Definitions, Item 4. is replaced with:

4. Bodily injury means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease.

15. Unintentional Failure to Disclose Hazards

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:
6. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

16. Supplementary Payments, Increase Limits

Section II - Liability Coverage, Part G. Coverage, Items 1.e. (2) and (4) are replaced with:

(2) The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit including substantiated loss of earnings up to $500 a day because of time off work.

17. Per Location Aggregate

A. Section II - Liability Coverage, Part J. Limits of Insurance, Item 4. is amended to include:

The Aggregate Limit of Insurance applies separately to each location owned by you, rented to you, or occupied by you with the permission of the owner.

B. Section III - Property, Liability and Medical Payments Definitions, is amended to include:

31. Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of railroad.

18. Amended Duties in the Event of an Occurrence, Offense Claim or Suit

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, Items 2.a. and b. are replaced with:

a. In the event of an occurrence, offense, claim, or suit, you must promptly notify us. Your duty to promptly notify us is effective when your executive officers, partners, members, or legal representatives are aware of the General Liability occurrence, offense, claim, or suit. Knowledge of an occurrence, offense, claim, or suit by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

(1) How, when and where the occurrence or offense took place;

(2) The names, addresses, and telephone numbers of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the occurrence, offense, claim, or suit.

19. Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance, Item 2. is replaced with:

2. Coverage C - Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance, or;

b. Except for the circumstance described in 2.a., above, the insurance provided under this policy is excess over any other liability insurance available to any insured whether such other insurance is written as primary, excess, contingent or any other basis. An exception applies when any insured specifically has purchased excess insurance to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part for Coverage C.
20. Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage

The policy applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lesser of the actual cash value of the damaged automobile as of the time of the loss; or the cost of repairing or replacing the damaged automobile with another automobile of like kind and quality; subject to a limit of $25,000 in any one policy period; and
5. This coverage is not subject to the General Liability General Aggregate Limit.

21. Expected or Intended Injury - Amendment to Exclusion

SECTION I. - 2. EXCLUSIONS  a. Expected or Intended Injury, is replaced by the following:

a. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

All other terms and conditions of the policy apply.
EXCERPTS FROM: Fireman's Fund ABC MULTICOVER – AB 91 89 08 07

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**
   Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:
   f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
      (1) Coverage is limited to their liability arising out of:
          (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
          (b) your ongoing operations performed for that insured; or
          (c) that insured's financial control of you; or
          (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. **Blanket Waiver of Subrogation**
   Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:
   6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
      b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:
   2. **Coverage C – Liability**
      If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:
      a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: PROPERTY/LIABILITY POLICY -- AB 90 00 12 93

II. K. 5. **Separation of Insureds**
   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom claim is made or suit is brought.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Inglewood</td>
<td>REF: City of Inglewood Residential Sound Insulation Program GENERAL &amp; AUTOMOBILE LIABILITY ADDITIONAL INSURED: The City of Inglewood, its officials, employees, and agents.</td>
</tr>
<tr>
<td>One Manchester Blvd. Ste 550</td>
<td></td>
</tr>
<tr>
<td>Inglewood CA 90301</td>
<td></td>
</tr>
</tbody>
</table>

DATE OF ISSUE: 4/23/2019

ST ASSIGN: CA
Attachment # 2
February 7, 2019

Ms. Bettye Griffith
RSI Program Director
City of Inglewood
One Manchester Boulevard, Fifth Floor
Inglewood, CA 90312

Re: Inglewood Residential Sound Insulation Project
Subject: Proposal for the Acoustical Testing and Design of 100 Units

Dear Ms. Griffith:

Thank you for the opportunity to continue work on the City’s Residential Sound Insulation Program (RSIP). We are pleased to present the following fee proposal for the acoustical testing and design of 100 units (80 single-family, 20 multi-family). We will follow FAA approved acoustical testing and design guidelines for the Inglewood RSI as provided by Los Angeles World Airports (LAWA) and the City of Inglewood.

Schedule

We assume the project would commence on April 1, 2019 and be complete by April 30, 2020.

Scope of Services

The scope of services is summarized in Attachment A.

Fee Estimate

Table 1 summarizes our fee estimate. Our estimate assumes that all residential units will receive air conditioning systems. For acoustical testing, we have assumed up to 5% of the units will require us to rent a “bucket” or “cherry picker” truck to lift the exterior loudspeaker above the roof.
Attachment A:
Inglewood RSIP: Scope of Acoustical Testing and Design Services for 100 Units
February 7, 2019

Task 01000: Program Management

Task 01001: Administration and Homeowner Coordination
- Monthly meetings with RSIP staff.
- Design coordination meetings (design team only).
- Homeowner problem resolution (i.e., coordinating homeowner issues with RSIP staff).

Deliverables:
1. Meeting minutes, notes as necessary.

Task 02000: Customer Service/Community Liaison

Task 02001: Administration and Homeowner Coordination
- Weekly reporting to RSI staff regarding project status.
- Schedule coordination.
- Homeowner problem resolution (i.e., coordinating homeowner issues with RSIP staff).

Deliverables:
1. Weekly email to RSI staff reporting the status of testing.
2. Schedule templates.

Task 03000: Pre- and Post-Construction Acoustical Testing

Task 03001: Pre-Construction Acoustical Qualification Testing
- Conduct loudspeaker measurements in all residences, per the LAWA Acoustical Testing Plan dated June 29, 2016.
  - All habitable rooms to be tested.
  - RSI staff to schedule all acoustical testing appointments; CSDA to provide schedule templates and homeowner/resident notification letter template to RSI.
  - Up to 5% of units tested will require the rental of a “bucket” or “cherry picker” truck to lift the loudspeaker above the roof.
- Analyze the measurement data.
- Provide a written report summarizing the results of the measurements at each home, indicating which units qualify for sound insulation.

Deliverables:
1. Pre-Construction Acoustical Testing Report within 30 days of measurement.
Task 03002: Post-Construction Acoustical Testing
- Conduct loudspeaker measurements in the sound insulated residences, per the LAWA Acoustical Testing Plan dated June 29, 2016.
  - All habitable rooms to be tested in the same manner as the pre-construction test.
  - Up to 5% of units tested will require the rental of a “bucket” or “cherry picker” truck to lift the loudspeaker above the roof.
  - RSI staff to schedule all acoustical testing appointments; CSDA to provide schedule templates and homeowner/resident notification letter templates.
- Analyze the measurement data.
- Provide a written report summarizing the results of the measurements at each home, and comparing the post-construction measurements with the pre-construction measurement results.

Deliverables:
1. Post-Construction Acoustical Testing Report provided within 30 days of measurement of the last dwelling in the construction group.

Exclusions
- Homeowner outreach (community meetings, publications, etc.).
- Homeowner scheduling.
- FAA Grant Reporting.
- Unforeseen project schedule delays by sponsor or City (e.g. delayed receipt of grant funding, Building & Safety Department delays).

Task 04000: Architecture & Engineering Services

Task 04001: Home Assessments and Schematic Design
- Schedule and conduct site assessments (architectural, MEP, and Hazardous Materials) for each eligible unit; estimate 2.5 hours per single-family home (1,500 square foot); 1.5 hours per multi-family unit.
- Evaluation of existing HVAC system and electrical service.
- Drafting and production to prepare 65% architectural drawings and site plans for internal review and send backgrounds to MEP and Hazardous Materials.

Deliverables:
1. 65% Drawings (for internal team use).
3. Identification of electrical service upgrades.

Task 04002: 80% Design
- QA/QC of design documents.
- MEP drawing production.
- Electrical power demand load calculations.
Attachment A: Scope of Services

- Heating and cooling load calculations per ASHRAE Handbook (for homes receiving AC systems).
- Utility coordination for homes requiring service upgrades.

Deliverables:
1. 80% Design Package (including MEP drawings with Electrical Panel Schedules, Detailed Circuiting/Feeder Details, and additional documentation for utility company [i.e., load calculations, site plans, etc.]).
2. 80% Specifications and Details.

Task 04003: 100% Design
- Construction cost estimate.
- Assemble bid documents (plans, specifications, and details) for RSIP staff review and Building Department review.
- Incorporate RSIP staff and Building Department comments.
- Prepare package for bid.

Deliverables:
1. Bid documents (including Hazardous Materials reports).
2. Title 24 reports.

Task 05000: Procurement and Bidding

Task 05001: Bid Phase
- Attend pre-bid meeting.
- Answer questions from bidders.
- Prepare addenda as necessary.
- Review bid results (if requested by RSI).

Deliverables:
1. Addenda/clarifications.
2. Bid Analysis (if requested by RSI).

Task 06000: Pre-Construction Phase Services

Task 06001: Pre-Construction
- Review and respond to RFI's.
- Attend field measurement verifications (FMV) with contractor.
Attachment A: Scope of Services

Deliverables:
1. RFI responses with revised drawings as necessary.

Task 07000: Construction Phase Services

Task 07001: Construction Administration Support
- Review and respond to RFI’s.
- Visit the site to resolve field conditions beyond the scope of the construction manager; assume four (4) visits averaging two hours each.

Deliverables:
1. RFI responses with revised drawings as necessary.
2. Field reports based on site visits.

Task 08000: Program Evaluation & Closeout

Task 08001: Closeout
- Prepare Final Program Report.

Deliverables:
1. Final Program Report.

Assumptions
- Multi-family costs are per unit, not per parcel.
- All homes will receive AC systems.
- 100% of single-family homes will require electric service upgrades and 100% of multi-family homes will require service upgrades.
- MEP plan revisions (from City comments) will require one hour per unit or less.
- The MEP engineer will only need to attend three construction meetings and/or site visits.

Exclusions
- Publishing bid documents; we will provide one USB memory stick and 3 hard copies for each bid group.
- Title 24 commissioning/verification after construction.
- Homeowner outreach (community meetings, publications, etc.).
- FAA Grant Reporting.
- Construction Inspection Services.
- Construction Management Services.
- Updates to program database based on design and construction activities.
- Unforeseen project schedule delays by sponsor or City (e.g. delayed receipt of grant funding, Building & Safety Department delays).
- Structural Engineering Services.
Table 1: Fee Estimate for the Acoustical Testing and Design of 100 Units

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<thead>
<tr>
<th>Task</th>
<th>80 Single-Family (including duplex)</th>
<th>20 Multi-Family</th>
<th>Totals</th>
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<td>Task 01000: Program Management</td>
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<td>Task 06000: Pre-Construction Phase Services</td>
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<td>Task 07000: Construction Phase Services</td>
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<td>$4,300</td>
<td>$24,700</td>
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<tr>
<td>Task 08000: Program Evaluation &amp; Closeout</td>
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</table>

Notes:
1) For design services, single-family includes units with independent electrical service (e.g., detached duplexes, townhomes, and condos).
2) For design services, multi-family includes units where there is one service drop per building (e.g., multi-unit apartment buildings).

We appreciate the opportunity and look forward to continuing work with Inglewood on this important project. Please let me know if you have any questions.

Sincerely,

CSDA Design Group

Randy Waldeck, PE
Principal

Enclosure: Attachment A, Scope of Services
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD,
CALIFORNIA, AMENDING THE 2018/2019 ANNUAL BUDGET

WHEREAS, the City of Inglewood Department of Residential Sound Insulation provides residential sound insulation services to eligible homeowners within the City; and

WHEREAS, the Residential Sound Insulation Department recommends the award of a Architectural / Engineering Design Services contract for a capital project funded by Los Angeles World Airports (LAWA) and the Federal Aviation Administration (FAA); and

WHEREAS, project funds are available from existing Residential Sound Insulation grant funds awarded by LAWA and the FAA; and

WHEREAS, the contract will be budgeted in the current FY 2018/2019 Budget; and

WHEREAS, a budget amendment is necessary to account for this transaction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood, California, that the Fiscal Year 2018/2019 City Budget be amended to reflect the adjustments as shown in Exhibit "A".

BE IT FURTHER RESOLVED, that the City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect immediately upon adoption April 2019.

__________________________
James T. Butts, Jr.
California

ATTEST:

__________________________
Yvonne Horton
(SEAL)
# Exhibit A

## Budget Change Request

**For:** Agreement with CSDA Design Group, to provide Architectural / Engineering Design Services for the City's Residential Sound Insulation Department

**Date of Request:** 30-Apr-19

### ID # | ID Description
---|---
222 | Noise Mitigation Fund
100 | Capital Projects
R100 | Design Services

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<th>ID #</th>
<th>Revenue Source Description</th>
<th>FY2018-19 Budget Amount</th>
<th>Amendment Requested Amount</th>
<th>Increase/(Decrease)</th>
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<tr>
<td></td>
<td><strong>Totals</strong></td>
<td><strong>$734,540</strong></td>
<td><strong>$ -</strong></td>
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### ID # | ID Description
---|---
222 | Noise Mitigation Fund
100 | Capital Projects
R100 | Design Services
14  | |

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