

CONTRACT BETWEEN THE CITY OF LOS ANGELES AND

FOR \_\_\_\_\_  
\_\_\_\_\_

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the CITY OF LOS ANGELES (hereinafter referred to as "City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board") of the City's Department of Airports (hereinafter referred to as "Department" or "LAWA") and \_\_\_\_\_, (hereinafter referred to as "Contractor").

*Comments:*

*\*Title should be adjusted to fit the contract.*

*This sample contract is for a "Contractor." If the status of the party on the other side is different, e.g., vendor, consultant, etc., the language of this contract should be revised accordingly.*

RECITALS

WHEREAS, the City's Department of Airports (sometimes referred to as The Los Angeles World Airports or "LAWA") issued a Request for Bids for \_\_\_\_\_, Bid No. \_\_\_\_\_ (hereinafter referred to as "Request for Bid"); and

WHEREAS, in response to said Request for Bid, Contractor submitted the only bid (hereinafter referred to as "Contractor's Bid"); and

WHEREAS, Contractor is engaged in the business of providing the \_\_\_\_\_ of the type sought by City; and

WHEREAS, the Board has authorized the purchase of the \_\_\_\_\_ identified in the Request for Bid.

NOW THEREFORE, that for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

Section 1.0 Scope of Work. Contractor agrees to \_\_\_\_\_ as requested by LAWA during the term of this Contract in strict compliance with the conditions and specifications contained in the aforesaid Request for Bid and at the prices contained in Contractor's Bid.

Section 2.0 Incorporation by Reference. The Request for Bid including the worksheet,

all bid forms and attachments, including any addenda thereto is attached hereto as Exhibit A and incorporated herein. The Contractor's Bid and its submitted Bid documents including all of the Administrative Requirements and any Bonds required under the said Request for Bid, is attached hereto as Exhibit B and incorporated herein. Each of the parties hereto does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed.

### Section 3.0 Term of Contract.

3.1 Notwithstanding any other provision herein, the term of this Contract shall commence upon City's issuance of a Notice to Proceed, and shall expire no later than three (3) years thereafter; subject, however, to earlier termination pursuant to the terms of this Contract.

3.2 Notwithstanding any other provision herein, LAWA's Chief Executive Officer or authorized representative may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

### Section 4.0 Contractor's Fee and Payment; Contractor's Payments.

4.1. For all products\* provided, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, City shall pay Contractor an amount not to exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_). Contractor shall submit to City requests for payment of the amount(s) due after Contractor's supply of and after LAWA's acceptance of, and satisfaction, with the products.

*\*This contract should be tailored to the particular contract involved. This language is aimed at "products" procured on a purchase order basis during the term of the contract. If what is being provided is services, advice, other things, etc., then the contract language, of course, needs to be revised accordingly.*

4.2. Contractor shall promptly pay, when due, any and all amounts payable for labor and material\* furnished in the performance of this Contract, so as to prevent or make unnecessary the filing of any claim, lien, or notice to withhold, as provided under and by virtue of the applicable provisions of Division III, Part 4, Title 15 (commencing with §3082) of the Civil Code of the State of California, and Contractor shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

#### *Comments:*

*-\*This language should be tailored to the particular contract involved.*

*-In some contracts, much more detailed invoicing provisions are warranted.*

### Section 5.0 City Held Harmless.

*Comment: The hold harmless language needs to track the language used in the RFB or RFP.*

5.1. To the fullest extent permitted by law, Contractor 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 Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor'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 Contractor's and/or Sub-Contractor'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;

*Comment: If this contract would be deemed a "Construction Contract," then language along the lines of the following should be included:*

Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code §2783, this paragraph shall not be construed to require Contractor 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.

5.2. In addition, Contractor 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 Contractor 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. Contractor 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.

5.3. In Contractor'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, §271, 272 and 273 thereof.

5.4. Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

Section 6.0 Hazardous and Other Regulated Substances.

6.1. Contractor agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants, or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land, or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents.

6.2. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of noncompliance with any of the above shall be the sole responsibility of Contractor and, further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City incurs, or pays, as a result of noncompliance with the above.

6.3. In the case of any hazardous substance spill, leak, discharge or improper storage on the premises, or contamination of same, by any person, Contractor agrees to make, or cause to be made, any necessary repairs or corrective actions, as well as to clean up and remove any leakage, contamination or contaminated ground. In the case of any hazardous substance spill, leak, discharge or contamination by Contractor, or by any of its employees, agents, contractors or subcontractors which affects other property of City, or property(ies) of City's tenant(s), Contractor agrees to make, or cause to be made, any necessary repairs, or take corrective actions, to clean-up and remove any such spill, leakage or contamination to the satisfaction of Executive Director.

6.4. If Contractor fails to repair, clean-up, properly dispose of, or take any other corrective action(s) as required herein, City may (but shall not be required to) take all steps it deems reasonably necessary to properly repair, clean-up or otherwise correct the condition(s) resulting from the spill, leak or contamination. Any such repair, clean-up or corrective action(s) taken by City shall be at Contractor's sole cost and expense, as well as shall any and all costs (including any administrative costs) which City incurs, or pays, as a result of any repair, clean-up or corrective action it takes.

6.5. If Contractor installs or uses already installed underground storage tanks, pipelines or other improvements on the specified premises for the storage, distribution, use, treatment or disposal of any hazardous substances, Contractor agrees, upon the expiration and/or termination of this Contract, to remove and/or clean up, at the sole option of Chief Executive Officer, the above-referred to improvements. Said removal and/or clean-up shall be at Contractor's sole cost and expense, and shall be undertaken and completed in full compliance with all federal, state and local laws and regulations, as well as in compliance with the reasonable directions of Chief Executive Officer.

6.6. Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up, including all tests results.

6.7. This Section, and the obligation(s) contained therein, shall survive the expiration or earlier termination of this Contract.

#### Section 7.0 Assignment or Transfer Prohibited.

7.1 Contractor 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 Chief Executive Officer

7.2 For purposes of this Contract, the terms “transfer” and “assign” shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the Executive Director is a violation of this Contract and shall be voidable at LAWA’s option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

#### Section 8.0 Independent Contractor.

8.1. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City, or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor is not an employee of City.

8.2. Contractor shall retain the right to provide products to others during the term of this Contract.

#### Section 9.0 Compliance With Applicable Laws.

9.1. Contractor shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with such enactments. Further, Contractor

agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

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

Section 10.0 Contract Contains Entire Agreement. This Contract, the Exhibits attached hereto, and other materials referenced herein, contains 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.

Section 11.0 Waiver. The waiver by either party 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 12.0 Miscellaneous.

12.1. This Contract, and every question arising hereunder, shall be construed, and determined, according to the laws of the State of California. Venue shall be at the Torrance Branch of the Los Angeles County Superior Court.

12.2. It is the intention of the parties hereto that if any provision of this Contract is capable of two 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.

12.3. In the event any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

12.4. 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.

*Comment: In some contracts, the presence of a prevailing party attorneys fees provision works to the disadvantage of LaWA. In this situations, LAWA may wish to include a provision, in Miscellaneous or elsewhere, to expressly provide that each party to the contract is responsible for its own attorneys fees.*

Section 13.0    Notices.

13.1.    Notice to City. Written notices to City hereunder, (with a copy to the City Attorney of the City of Los Angeles, Airport Division) shall be given by registered or certified mail, postage prepaid, and addressed to:

Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216

Office of City Attorney  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216

or to such other address as City may designate by written notice to Contractor.

13.2.    Notice to Contractor. Written notices to Contractor hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as Contractor may designate by written notice to City.

13.3.    The execution of any notice(s) by the Chief Executive Officer or authorized representative of City's Department of Airports shall be effective as to Contractor as if said notice(s) were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the Chief Executive Officer to execute any such notice(s).

13.4.    All such notices, except as otherwise provided herein, may either be delivered personally to Chief Executive Officer, with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may deposited in the United States mail, properly addressed as aforesaid, with postage fully prepaid, by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

Section 14.0    Default and Right of Termination.

14.1    LAWA's Chief Executive Officer or authorized representative may terminate this Contract for cause and without liability for damages as follows:

- A.    In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such

notification, LAWA may terminate this Contract forthwith upon giving Contractor a thirty (30) day written notice. LAWA shall be the sole judge of the Contractor's contract performance.

14.2 Notwithstanding any other provision herein, LAWA's Chief Executive Officer or authorized representative may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

*Comment: In some instances, LAWA may wish to make the notice periods shorter or to otherwise revise these terms.*

14.3 Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the contract, the Contractor shall be responsible to immediately and forthwith surrender to LAWA, all LAWA property, including items of authority (badges, permits, etc., issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

#### Section 15.0 Ownership of Work Product.\*

15.1 Contractor agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written or contributed by Contractor specifically for this project, either individually or in collaboration with others, and paid for by City, shall belong to and be the sole property of the City.

15.2 This provision does not apply to any pre-existing intellectual property created by Contractor or its subcontractors prior to their performance of tasks under this Agreement; nor will this provision apply to any enhancement of or alteration to the pre-existing intellectual property created by Contractor or its subcontractors during their performance of tasks under this Agreement.

*\*This provision may or may not be applicable. If applicable, LAWA may want stronger and more comprehensive language depending upon the circumstances.*

#### Section 16.0 Disabled Access.

16.1 As directly related to Contractor's responsibilities with regard to this Contract, Contractor shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with City in its efforts



to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

16.2 Should Contractor fail to comply with Section 6.1, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 17.0 Compliance With Los Angeles City Charter Section 470(c)(12) and 609(E).

The Contractor, other underwriting firm members of the underwriting syndicate, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter §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, Contractor 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 Contractor and other underwriting firm members of the underwriting syndicate subject to Charter §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 §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.

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

Section 18.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

18.1. During the term of this Contract, Contractor 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. Contractor 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 Contractor shall comply with the affirmative action requirements of Los Angeles Administrative Code §10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

18.2. During the performance of this Contract, Contractor agrees to comply with §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 §10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Contractor 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 Contractor. Upon a finding duly made that Contractor has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

18.3. During the performance of this Contract, Contractor agrees to comply with §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 §10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Contractor 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 Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

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

18.5. Contractor 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 19.0 Business Tax Registration.

19.1. Contractor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance (Article 1, Chapter 2, §21.00 and following, of City's Municipal Code).

19.2. Contractor 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 20.0 Child Support Orders.

20.1. This Contract is subject to §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, Contractor (and any subcontractor of Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's, or Contractor's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Contractor 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 §5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

20.2. Pursuant to §10.10(b) of the Los Angeles Administrative Code, failure of Contractor, 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 Contractor 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 Contractor by City (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 Los Angeles World Airports (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. Contractor is required to provide LAWA with a “Contractor Responsibility Program Pledge of Compliance.” Contractor is 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 Equal Benefits Ordinance (EBO).**

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

22.2. During the term of this Contract, Contractor certifies and represents that the Contractor will comply with the EBO. Furthermore, Contractor 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 Contractor 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 23.0 Assignment of Anti-Trust Claims.**

Pursuant to California Government Code §4550, et seq. regarding Anti-Trust Claims, it is the policy of the City of Los Angeles to inform each Bidder that in submitting a bid to LAWA the Bidder offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder.

**Section 24.0 Alternative Fuel Vehicle Requirement Program (LAX Only).**

Contractor shall comply with the provisions of the alternative fuel vehicle requirement program (the “Alternative Fuel Vehicle Requirement Program”), if applicable, throughout the term of this Contract. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are posted on LAWA’s website at [http://www.lawa.org/welcome\\_lax.aspx?id=1054](http://www.lawa.org/welcome_lax.aspx?id=1054) and are a material term of this Contract.

Section 25.0 Municipal Lobbying Ordinance.

Contractor shall comply with the disclosure requirements, prohibitions and all of the terms and provisions of the City of Los Angeles Municipal Lobbying Ordinance, Los Angeles Municipal Code §48.01, et seq., including any future amendments thereto, throughout the term of this Contract.

Section 26.0 Iran Contracting Act of 2010.

In accordance with California Public Contract Code §§2200-2208, all persons entering into or renewing contracts with LAWA for goods or services estimated at one million (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit. Contractor has signed such Affidavit and its compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Agreement.

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IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers, 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 \_\_\_\_\_

Justin Erbacci  
Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Assistant/Deputy City Attorney

APPROVED:

By \_\_\_\_\_  
Deputy Executive Director  
Chief Financial Officer  
Department of Airports

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_  
Signature (Secretary)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

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