

**CONTRACT BETWEEN CITY OF LOS ANGELES (LOS  
ANGELES WORLD AIRPORTS) AND DOTY BROS. EQUIPMENT  
CO.**

**SERVICES CONTRACT NO.**

**FOR GENERAL ENGINEERING ON-CALL WET AND DRY  
REPAIR AND INSTALLATION SERVICES**

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**CONTRACT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
DOTY BROS. EQUIPMENT CO.  
FOR GENERAL ENGINEERING ON-CALL WET AND DRY REPAIR AND  
INSTALLATION SERVICES**

This **CONTRACT** (“Contract”) is entered into on \_\_\_\_\_202\_\_ (“Effective Date”) by and between the **CITY OF LOS ANGELES**, a municipal corporation (“City”), acting by order of and through its Board of Airport Commissioners (“Board”) of the Department of Airports (“LAWA”), and **DOTY BROS. EQUIPMENT CO.**, a California corporation (“Contractor”). City and Contractor are referred to under this Contract individually as a “Party” and collectively as “Parties.”

**BACKGROUND**

In 2025, the City issued a procurement for “Repair and Installation of Wet and Dry Utilities at LAX and VNY - 0116-2025-01-RFB for plumbing, electrical and other related services. Contractor represents that it is experienced and knowledgeable in providing these services. Contractor submitted a bid and LAWA selected it as the successful bidder.

**TERMS AND CONDITIONS**

In consideration of the mutual covenants of the Parties as set forth below the Parties agree as follows:

**Section 1.0 PARTIES AND NOTICES**

1.1 Parties to the Contract

The Parties to the Contract are:

**City of Los Angeles  
Department of Airports (LAWA)  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216**

And

**Doty Bros. Equipment Co.  
11232 E. Firestone Blvd.  
Norwalk, CA 90650**

1.2 Representatives of the Parties

The representatives of the Parties who are authorized to administer this Contract (“Authorized Representatives”) and to whom formal notices, demands, and communications will be given are as follows:

LAWA’s Authorized Representative is, unless otherwise stated in the Contract:

**Phu Tong, Airports Manager  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009**

**Email: [ptong@lawa.org](mailto:ptong@lawa.org)**

Contractor’s Authorized Representative is, unless otherwise stated in the Contract:

**Glen Pool, Division Manager  
Doty Bros. Equipment Co.  
11232 E. Firestone Blvd.  
Norwalk, CA 90650**

1.3 Service of Notices:

1.3.1 Notice to LAWA. Written notices to LAWA hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given in accordance with section 1.3.4 below, and addressed to:

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

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

**Email: [rconnolly@lawa.org](mailto:rconnolly@lawa.org)**

or to such other address as LAWA<sub>may</sub> designate.

1.3.2 Notice to Contractor. Written notices to Contractor hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given in accordance with section 1.3.4 below, and addressed to:

**Doty Bros. Equipment Co.  
Attn: Phil Dennis, President  
11232 E. Firestone Blvd.  
Norwalk, CA 90650**

**Email:** [pdennis@dotybros.com](mailto:pdennis@dotybros.com)

or to such other address as Contractor may designate.

1.3.3 The execution of any such notice by LAWA's Chief Executive Officer ("CEO") or designee shall be as effective as to Contractor as if it were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of LAWA's CEO or the designee to execute any such notice.

1.3.4 All notices, except as otherwise provided herein, may either be:

- A. delivered personally to LAWA with a copy to the Office of the City Attorney, Airports Division, in the one case, or to Contractor in the other case; or
- B. delivered by a nationally recognized overnight commercial courier service that requires the recipient's signature for delivery, and shall be effective two court days after delivery by such courier; or
- C. may be 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) calendar days after deposit in the mail; or
- D. LAWA and Contractor may accept service by email, if they so designate in writing. Email shall be effective during City business hours of 9am to 5pm.

## **Section 2.0 TERM OF CONTRACT**

The term of this Contract ("Term") shall be for a period commencing as of 12:00 a.m. on the Effective Date and ending on the fifth (5th) year following the Effective Date, unless earlier terminated or extended as provided herein.

## **Section 3.0 PROVISION OF SERVICES**

3.1 Scope of Work.

During the Term, Contractor shall provide the services, tasks, and deliverables identified in the Exhibit A - Scope of Work ("Services"). All Services are subject to LAWA approval by LAWA's Authorized Representative.

## **Section 4.0 COMPENSATION AND PAYMENT**

4.1 Compensation.

4.1.1 In consideration of all products and services rendered all costs, direct or indirect, and all expenses incurred by Contractor pursuant to this Contract, City shall pay the Contractor for satisfactory services rendered in a total amount not to exceed **FIFTEEN MILLION DOLLARS (\$15,000,000)** based upon the Services and pursuant to payment terms as more fully set forth in Exhibit A.

4.1.2 The payment terms in Exhibit A shall include, without limitation, all provisions for compensation, fringe benefits, overhead, insurance, materials, supplies, communications, general/non-extensive photocopying, non-extensive reproduction, courier service, local travel (within 100 miles of LAX), general administration, other overhead expenses, profits, fees, other direct cost(s), and all out-of-pocket expenses, unless otherwise expressly provided in Exhibit A. LAWA shall not pay any additional sums or supplemental rates of pay for “overtime” for professional services classification unless otherwise expressly provided for in Exhibit A.

4.1.3 LAWA shall not pay any markup for subcontractor’s labor for Contractor’s management and administration of subcontractor(s).

Deficiency in Services.

All costs due to the fault of Contractor in carrying out the Services for this Contract, including correcting work product or invoices, shall be borne by Contractor. Contractor shall, without additional compensation, correct or revise any deficiencies or errors or omissions caused by Contractor in its analysis, reports, and services. Contractor also agrees that if any error or omission or deficiency is found, LAWA will not pay for that portion of the work product containing material error or omission or deficiency and Contractor will expeditiously make the necessary correction, at no expense to LAWA.

## 4.2 Method of Payment

4.2.1 Invoices. Contractor shall be paid by LAWA in accordance with the rates in Exhibit A and the other conditions and provisions of this Contract after receipt and approval of Contractor’s invoices by LAWA. Contractor must include the following information, and any other documentation requested by LAWA, on each invoice:

- A. Date of invoice
- B. Invoice number
- C. Contract number
- D. Name and address of Contractor
- E. Name and address of LAWA Division being billed
- F. Description of completed task, amount due for the task and date of completion:
- G. Remittance Address (if different from Contractor’s address)
- H. Total cumulative amount of billings to date
- I. Certification by a duly authorized officer that states:  
“I certify, under penalty of perjury, under the laws of the State of California, that to the best of my knowledge and belief, the above bill/invoice is just, true, and correct according to the terms of this Contract, and that payment therefore has not been received.”

4.2.2. All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. All charges related to the performance of Contractor's work, including SubContractors, shall be invoiced by Contractor to LAWA on a monthly basis.

In no event will LAWA reimburse Contractor for any costs, expenses, work, or services invoiced to LAWA more than sixty (60) days after the date the costs were incurred by Contractor or SubContractor. Contractor, or subcontractor thereof, shall pay to any subcontractor, not later than seven (7) days after receipt of each payment from LAWA, the respective amounts allowed Contractor on account of the work performed by the subcontractor, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor or subcontractor to a subcontractor, Contractor or subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. Contractor shall include this provision in all subcontracts.

4.2.3 Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by LAWA's Chief Financial Officer. Contractor waives the right to seek any late fees, late charges, penalties, and/or interest from LAWA due to any delay to pay invoices. Invoices must be prepared at the sole expense and responsibility of Contractor. LAWA shall not compensate Contractor for costs incurred in invoice preparation.

4.2.4 LAWA may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. LAWA reserves the right to request additional supporting documentation to substantiate costs at any time.

4.2.5 Within sixty (60) days of: (i) the Expiration Date; or (ii) any early termination of the Contract, or (iii) completion of the Contract, Contractor shall deliver to LAWA all unpaid invoices. LAWA shall have no liability or obligation for any services that have not been invoiced within sixty (60) days after the completion of all work or expiration or termination of the Contract.

4.3 Review of Invoices. Contractor warrants that it shall perform a thorough review of each invoice, including all Sub-Contractor invoices, prior to submitting the same to LAWA. If an error discovered in the invoicing is brought to Contractor's attention during the review cycle, Contractor will have no more than five (5) business days to correct any issues or provide adequate supporting documentation. Should the correction not be made in the time specified, the charges will be removed and the invoices short paid. Should the charges be supported after the deadline, such charges may be resubmitted for consideration.

4.4 Contractor shall notify LAWA's Authorized Representative when 80% of the maximum compensation for this Contract has been invoiced.

4.5 Time is of the essence in Contractor's performance of the Services.

**Section 5.0 SUBCONTRACTORS**

5.1 SubContractors working under this Contract are identified in Exhibit C - List of SubContractors.

5.2 Notwithstanding the fact that Contractor is utilizing SubContractors, Contractor shall remain responsible for performing all aspects of this Contract and for ensuring that all Services are performed in accordance with the terms and conditions of this Contract.

5.3 LAWA has no obligation to any SubContractor, and nothing herein is intended to create any privity of contract between LAWA and any SubContractor.

5.4 LAWA shall pre-approve, in writing, any reduction, addition or substitution to the List of SubContractors.

5.5 SubContractors may not subcontract or delegate assigned work unless Contractor obtains LAWA's prior written consent.

5.6 Contractor shall require any subcontract entered into pursuant to this Contract to be subject to the provisions of the General Terms and Conditions, including the Ownership and License, and Data Protection provisions, attached to and made a part of this Contract.

5.7 Contractor is solely responsible for ensuring that all subcontracts comply with the provisions and the terms of this Contract.

5.8 Upon request, Contractor shall provide LAWA with copies of SubContractor contracts.

**Section 6.0 CONTRACTOR'S KEY AND NON-KEY PERSONNEL**

6.1 Contractor shall assign key personnel to be responsible to, oversee, manage, and administer the Services for this Contract ("Key Personnel"). Contractor shall identify the Key Personnel in the List of Key Personnel set forth in Exhibit D. Key Personnel shall be available to perform under the terms and conditions of this Contract immediately upon commencement of the Term. LAWA considers Contractor's Key Personnel essential to Contractor's performance of the Services.

6.2 Contractor shall not reassign any Key Personnel without LAWA's prior written consent. LAWA shall review and approve or disapprove any Key Personnel for any reason at its sole discretion.

6.3 If Contractor terminates Key Personnel or if Key Personnel are otherwise unavailable to perform Services for Contractor, Contractor shall provide to LAWA written notification detailing the circumstances of the unavailability. The written notification shall designate proposed replacement personnel prior to the effective date of individual Key Personnel termination or unavailability date, to the maximum extent feasible, but no later than five (5) business days after the effective date of the individual's unavailability. Contractor shall propose replacement personnel who have a level of experience and expertise equivalent to the unavailable individual Key Personnel for review and approval by the CEO. Contractor recognizes and agrees that early notification of the unavailability of Key Personnel and proposed replacement personnel is essential to avoiding delays in completing the Services established in this Contract.

6.4 LAWA shall have the right, in its sole discretion, to require the removal of Contractor's Key Personnel assigned to the performance of the Services, if LAWA considers such removal necessary and in its best interests for any reason. Furthermore, LAWA shall have the right, in its sole discretion, to require the removal of Contractor's non-key personnel at any level assigned to the performance of the Services, if LAWA considers such removal necessary and in its best interests for any reason. LAWA's requests for removal of personnel shall be in writing. Upon receipt of the request, Contractor shall promptly remove the personnel from performing Services at no cost or expense to LAWA. Further, any personnel who is removed from performing Services, for any reason, shall not be re-employed on the Services without LAWA's prior written approval.

#### **Section 7.0 COMMUNICATION WITH MEDIA**

No statement, external campaign materials or assets shall be made or shared by Contractor, its employees, agents, and subcontractors to the press or any other media, on or off the record, or to the public, including on social media, unless prior express written approval is secured from LAWA. All media inquiries must be immediately reported to LAWA's Authorized Representative and LAWA's Communications Director.

#### **Section 8.0 ATTACHMENTS AND EXHIBITS**

Contractor must comply with all Attachments and Exhibits to this Contract, including but not limited to:

- 8.1 the General Terms and Conditions attached to this Contract as Attachment A;
- 8.2 the Special Provisions attached to this Contract as Attachment B;
- 8.3 the Scope of Work and Rates attached to this Contract as Exhibit A;
- 8.4 the Administrative Requirements attached to this Contract as Exhibit B;
- 8.5 the List of SubContractors attached to this Contract as Exhibit C; and

8.6 Contractor's Key Personnel attached to this Contract as Exhibit D.

All Attachments and Exhibits are incorporated and made a part of this Contract, and 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 9.0            ORDER OF PRECEDENCE**

In the event of any inconsistency between this Contract, Attachments, and the Exhibits, the order of precedence for interpretive purposes shall be a) the paragraphs in the body of this Contract, followed by b) the Special Provisions, followed by c) the General Terms and Conditions, followed by d) any other Exhibits in the order in which they are listed.

**Section 10.0            COUNTERPARTS; ELECTRONIC SIGNATURE**

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

Electronic Signature. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Contract, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. The Parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, the Parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Remainder of This Page Intentionally Left Blank; Signature Page Follows]

**IN WITNESS WHEREOF**, City has caused this Contract to be executed on its behalf by its Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, all as of the Effective Date.

APPROVED AS TO FORM:

Hydee Feldstein Soto,  
City Attorney

**CITY OF LOS ANGELES**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Chief Financial Officer  
Department of Airports

ATTEST:

**DOTY BROS. EQUIPMENT CO.**

By: *Sandy Dennis*  
Sandy Dennis (Aug 21, 2025 10:52:47 PDT)  
Signature (Secretary)  
Sandy Dennis

Print Name

By: *Phil Dennis*  
Signature  
Phil Dennis

Print Name

President

Print Title

**EXHIBIT A**  
Scope of Work

## SPECIFICATIONS

### FOR THE REPAIR AND INSTALLATION OF WET AND DRY UTILITIES AT LOS ANGELES INTERNATIONAL (LAX) AND VAN NUYS (VNY) AIRPORTS

#### GENERAL:

The primary work performed under the terms of this contract will include but not be limited to:

Installation and repair of domestic water lines; fire suppression lines; chilled & hot water lines; sewer lines; drain lines; natural gas lines and electrical conduit as needed at both LAX and VNY Airports.

The Contractor shall supply all supervision, labor and material, tools and equipment necessary to perform the services listed above. The Contractor must state their labor rate for these services in the attached worksheets.

The Contractor **MUST** have the expertise to repair, replace, modify, demolish and construct the various Utility systems noted above including the ability to X-ray and identify all utility systems in the buildings and underground. The systems include but are NOT limited to:

- Above ground and underground utility systems (fire water, domestic water, chilled water, sewer lines, storm lines, gas lines, electrical lines) and ALL other known & Unknown Utilities as needed.
- Low- and high-pressure water & natural gas systems and other systems.
- Control systems for various processes, boilers, cooling towers.
- Heat Exchangers.
- X-ray and identify all utility systems in the buildings and underground.

#### The Contractor Shall Have the Following:

- A (General Engineering) and C-10 (Electrical), and C-12 (Earthwork& Paving), and C-16(Fire Protection Contractor), and C-42 (Sanitation System) Contractors Licenses issued by the State of California.
- Personnel trained and current in **Confined Space** entry.
- Personnel trained and current in **Lock-out /Tag-out Safety** process and procedure.
- Provide all **Personal Protective Equipment (PPE) and Monitoring Equipment.**

- Required equipment that includes: Excavators, Backhoes, Ten-Wheeler dump trucks, Boom trucks, Compressors, Generators, Welding Trucks, Loaders, Dozers, Large Pumps, Fully equipped HazMat Trailer.
- LAWA seeks contractors that can complete projects that entail Water and Waste, Oil and Gas, Electrical, Underground dry utilities.
- LAWA seeks a contractor who can respond to emergencies 24 hours a day 365 days a year.
- Have supervisory personnel that are trained in First Aid, Cardiopulmonary Resuscitation (CPR), Hazardous Materials (HazMat), and Mercury Sulfide (HG2S) Safety Procedures.

The Contractor shall be responsible for obtaining **ALL** necessary permits and inspections that are required by any and **ALL Regulatory agencies**. The Contractor will be responsible for safe offsite disposal for **ALL** debris and **HazMat Material** recovered and/or generated during the project.

Los Angeles World Airports (LAWA) reserves the right to determine what work will be handled by the contractor. Assigning/ awarding jobs will be on an as -needed basis, there is no implied guarantee of minimum amount of work.

All work must be performed in compliance with Standard Specification for Public Construction, Latest edition (Green Book).

The Contractor will be required to submit a price quote for all projects within 24 hours unless approval is granted for extension by LAWA Project Manager. These Projects may or may not include LAWA provided drawings/plans/permits.

Contractor's employees assigned to Projects/ Work must possess a valid LAWA Security Badge with US Customs Seal. Contractor must always employ at Least two (2) licensed journeyman plumbers with valid LAWA Security Badges.

LAWA reserves the right to request the contractors to increase, decrease or replace the number of contractors' personnel assigned to any project.

**WORK SCHEDULING:**

- Once project has started, work shall continue every workday with full crew until project completion. Workdays for LAWA are 24/7 (Every Calendar Day) and per LAWA's Operational needs.
- The Contractor and LAWA's Chief Executive Officer or designee shall mutually agree upon the Notice to Proceed date, or Project will not commence until Contractor receives approval from LAWA's Project Manager.

- Most of the work performed under this Contract will be on as needed basis for LAWA. The contractor's team must respond, fully deployed, ready to start work on an LAX project within one (1) hour of notification and within two (2) hours at VNY, when the project is of Emergency Nature as identified by LAWA project manager.
- If the Contractor fails to complete a project in a timely manner as agreed with LAWA, LAWA reserves the right to complete the project and charge the Contractor for ALL incurred costs.

**BID:**

The bid is based on time and material basis. All regular and overtime labor costs must be in compliance with the current Prevailing Wage set forth by the State of California. Bidders must complete the entire 2-page Bid Worksheet to be considered. **In addition, labor rates for all job classifications to be used must be submitted with the Bid.**

**Please use the following:**

- The percentage mark-up quoted must include all costs for administrative services, insurance, security badges, all Permits, vehicle permits, parking permits, contractor vehicles, small equipment, hand tools, small power tools and hand tools, and equipment that are valued under \$1,000 each.
- The labor classes, items and amounts listed are for bid purposes only, LAWA does not guarantee or imply these will be utilized, met or exceeded. The Utilization of different labor classes than those noted is also a possibility.

To cover the cost of using their own equipment, the contractor must attach a **daily equipment rental rate sheet** to associated invoices submitted. The equipment rental rate sheet shall include fuel surcharges. Failure to submit the applicable daily equipment rental rate sheet(s) with the invoice may result in payment delays.

# Responses

Success: All data is valid!

Status	#	SERVICE DESCRIPTION	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
--------	---	---------------------	------------------------	-------------	----------------

Numeric

## Items

Success: All values provided	#1-1	State hourly rate for Plumber to perform on-site services per the attached specifications. Rate per hour 7:00am - 4:00pm.	500	\$ 97.93	\$ 48,965.00
Success: All values provided	#1-2	State hourly rate for Plumber to perform on-site services per the attached specifications. Overtime Rate per hour 4:00pm - 7:00am	200	\$ 130.42	\$ 26,084.00
Success: All values provided	#1-3	State hourly rate for Plumber to perform on-site services per the attached specifications. Saturday, Sunday & Holiday rate per hour.	200	\$ 162.90	\$ 32,580.00
Success: All values provided	#1-4	State hourly rate for Plumber Apprentice to perform on-site services per the attached specifications. Rate per hour 7:00am - 4:00pm.	100	\$ 87.31	\$ 8,731.00
Success: All values provided	#1-5	State hourly rate for Plumber Apprentice to perform on-site services per the attached specifications. Overtime Rate per hour 4:00pm - 7:00am	50	\$ 119.94	\$ 5,997.00

<b>Success: All values provided</b>	#1-6	State hourly rate for Plumber Apprentice to perform on-site services per the attached specifications. Saturday, Sunday & Holiday rate per hour.	50	\$ 152.57	\$ 7,628.50
<b>Success: All values provided</b>	#1-7	State hourly rate for Electrician to perform on-site services per the attached specifications. Rate per hour 7:00am - 4:00pm.	500	\$ 108.27	\$ 54,135.00
<b>Success: All values provided</b>	#1-8	State hourly rate for Electrician to perform on-site services per the attached specifications. Overtime Rate per hour 4:00pm - 7:00am	200	\$ 144.15	\$ 28,830.00
<b>Success: All values provided</b>	#1-9	State hourly rate for Electrician to perform on-site services per the attached specifications. Saturday, Sunday & Holiday rate per hour.	200	\$ 180.04	\$ 36,008.00
<b>Success: All values provided</b>	#1-10	State hourly rate for Electrician Apprentice to perform on-site services per the attached specifications. Rate per hour 7:00am - 4:00pm.	100	\$ 87.31	\$ 8,731.00
<b>Success: All values provided</b>	#1-11	State hourly rate for Electrician Apprentice to perform on-site services per the attached specifications. Overtime Rate per hour 4:00pm - 7:00am	50	\$ 119.94	\$ 5,997.00

**EXHIBIT A**

<b>Success: All values provided</b>	#1-12	State hourly rate for Electrician Apprentice to perform on-site services per the attached specifications. Saturday, Sunday & Holiday rate per hour.	50	\$ 152.57	\$ 7,628.50
<b>Success: All values provided</b>	#1-13	State hourly rate for Pipefitter to perform on-site services per the attached specifications. Rate per hour 7:00am - 4:00pm.	500	\$ 97.93	\$ 48,965.00
<b>Success: All values provided</b>	#1-14	State hourly rate for Pipefitter to perform on-site services per the attached specifications. Overtime Rate per hour 4:00pm - 7:00am	200	\$ 130.42	\$ 26,084.00
<b>Success: All values provided</b>	#1-15	State hourly rate for Pipefitter to perform on-site services per the attached specifications. Saturday, Sunday & Holiday rate per hour.	200	\$ 162.90	\$ 32,580.00
<b>Success: All values provided</b>	#1-16	State hourly rate for Pipefitter Apprentice to perform on-site services per the attached specifications. Rate per hour 7:00am - 4:00pm.	100	\$ 76.38	\$ 7,638.00
<b>Success: All values provided</b>	#1-17	State hourly rate for Pipefitter Apprentice to perform on-site services per the attached specifications. Overtime Rate per hour 4:00pm - 7:00am	50	\$ 98.27	\$ 4,913.50

**EXHIBIT A**

<b>Success: All values provided</b>	#1-18	<b>State hourly rate for Pipefitter Apprentice to perform on-site services per the attached specifications. Saturday, Sunday &amp; Holiday rate per hour.</b>	50	\$ 120.16	\$ 6,008.00
<b>Success: All values provided</b>	#1-19	<b>State hourly rate for Teamster to perform on-site services per the attached specifications. Rate per hour 7:00am - 4:00pm.</b>	200	\$ 112.80	\$ 22,560.00
<b>Success: All values provided</b>	#1-20	<b>State hourly rate for Teamster to perform on-site services per the attached specifications. Overtime Rate per hour 4:00pm - 7:00am</b>	100	\$ 147.30	\$ 14,730.00
<b>Success: All values provided</b>	#1-21	<b>State hourly rate for Teamster to perform on-site services per the attached specifications. Saturday, Sunday &amp; Holiday rate per hour.</b>	100	\$ 181.80	\$ 18,180.00
<b>Success: All values provided</b>	#1-22	<b>State hourly rate for Project Manager to perform on-site services per the attached specifications. Rate per hour 7:00am - 4:00pm.</b>	500	\$ 142.30	\$ 71,150.00
<b>Success: All values provided</b>	#1-23	<b>State hourly rate for Project Manager to perform on-site services per the attached specifications. Overtime Rate per hour 4:00pm - 7:00am</b>	200	\$ 191.54	\$ 38,308.00

**EXHIBIT A**

<b>Success: All values provided</b>	#1-24	State hourly rate for Project Manager to perform on-site services per the attached specifications. Saturday, Sunday & Holiday rate per hour.	200	\$ 249.16	\$ 49,832.00
<b>Basket Total</b>					<b>\$ 612,263.50</b>
<b>Grand Total</b>					<b>\$ 612,263.50</b>

**EXHIBIT A**

# Responses

Success: All data is valid!

Status	#	PRODUCT DESCRIPTION	ESTIMATED YEARLY DOLLAR	Numeric DISCOUNT (-%) OR MARKUP (+%)	EXTENDED PRICE
Success: All values provided	#1-1	State discount/mark-up* you will allow the City on labor used as part of this contract.	100000	0	\$ 100,000.00
Success: All values provided	#1-2	State discount/mark-up* you will allow the City on sub-contractors used as part of this contract.	100000	15	\$ 115,000.00
Success: All values provided	#1-3	State discount/mark-up* you will allow the City on equipment and rental equipment used as part of this contract.	75000	0	\$ 75,000.00
Success: All values provided	#1-4	State discount/mark-up* you will allow the City on parts and materials used as part of this contract.	100000	5	\$ 105,000.00
<b>Basket Total</b>					<b>\$ 395,000.00</b>
<b>Grand Total</b>					<b>\$ 395,000.00</b>

**EXHIBIT B**  
Administrative Requirements

# Prohibited Contributors (Bidders)

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

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): 0116-2025-01-RFB-220729      Date Bid Submitted: 04/23/2025

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
**Repair and Installation of Wet & Dry Utilities at LA Int'l Airport and Van Nuys Airport**

Awarding Authority (Department awarding the contract): LAWA

Bidder Name: Doty Bros. Equipment Company

Bidder Address: 11232 E. Firestone Blvd. Norwalk, CA 90650

Bidder Email Address: dmaestro@dotybros.com      Bidder Phone Number: 562-864-6566 X:5285

## Schedule Summary

Please complete all three of the following:

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

## Certification

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

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

<p><b>Scott Humphrey</b> _____ Name <b>Vice President of Operations</b> _____ Title</p>	 _____ Signature <b>04/23/2025</b> _____ Date
---	--

**Schedule A - Bidder's Principals**

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

Name: <u>Luis A. Armona</u>	Title: <u>CEO</u>
Address: <u>9550 Firestone Blvd. Downey, CA 90241</u>	
Name: <u>Phil Dennis</u>	Title: <u>President</u>
Address: <u>11232 E. Firestone Blvd. Norwalk, CA 90650</u>	
Name: <u>Henry Barber</u>	Title: <u>Senior Vice President</u>
Address: <u>11232 E. Firestone Blvd. Norwalk, CA 90650</u>	
Name: <u>Scott Humphrey</u>	Title: <u>Vice President of Operations</u>
Address: <u>11232 E. Firestone Blvd. Norwalk, CA 90650</u>	
Name: <u>Frederic Furry</u>	Title: <u>CFO/Treasurer</u>
Address: <u>9550 Firestone Blvd. Downey, CA 90241</u>	
Name: <u>Mario A. Tapanes</u>	Title: <u>Secretary</u>
Address: <u>9550 Firestone Blvd. Downey, CA 90241</u>	
Name: <u>Sandy Dennis</u>	Title: <u>Assistant Secretary</u>
Address: <u>11232 E. Firestone Blvd. Norwalk, CA 90650</u>	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Mattucci Plumbing Incorporated
Subcontractor's Address
13528 S. Western Ave, Gardena CA 90249

Please check one of the following options:

This subcontractor has one or more principals.  Yes\*  No

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

Name: Silvana Mattucci	Title: President
Address: 13528 S. Western Ave, Gardena CA 90249	

Name: Guido Mattucci	Title: Vice President
Address: 13528 S. Western Ave, Gardena CA 90249	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

# Prohibited Contributors (Bidders)

## Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name <b>MORA'S EQUIPMENT AND CONSTRUCTION INC</b>
Subcontractor's Address <b>9245 NAN ST. PICO RIVERA, CA 90600</b>

Please check one of the following options:

This subcontractor has one or more principals.  Yes\*  No

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

Name: <b>DAVID MORA</b>	Title: <b>PRESIDENT</b>
Address: <b>9245 NAN ST. PICO RIVERA, CA 90600</b>	

Name: <b>DAVID ANTHONY MORA</b>	Title: <b>VICE PRESIDENT</b>
Address: <b>9275 ALTA LOMA DR. ALTA LOMA, CA 91701</b>	

Name: <b>VELIA MORA</b>	Title: <b>SECRETARY</b>
Address: <b>9275 NAN ST. PICO RIVERA, CA 90600</b>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

**Schedule B - Subcontractors and Their Principals**

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

Subcontractor's Name
<b>C Below, Inc.</b>
Subcontractor's Address
<b>1385 Old Temescal Rd, Suite 100, Corona, CA 92881</b>

Please check one of the following options:

**This subcontractor has one or more principals.**     **Yes\***     **No**

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

Name: <b>Joe Benadvides</b>	Title: <b>Chairman</b>
Address: <b>1385 Old Temescal Rd, Suite 100, Corona, CA 92881</b>	

Name: <b>Parin Shah</b>	Title: <b>Board Member</b>
Address: <b>1385 Old Temescal Rd, Suite 100, Corona, CA 92881</b>	

Name: <b>Edward Lyon</b>	Title: <b>Board Member</b>
Address: <b>1385 Old Temescal Rd, Suite 100, Corona, CA 92881</b>	

Name: <b>Ashley Salvino</b>	Title: <b>Regional VP</b>
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

**Check this box if additional Schedule B pages are attached.**

**Schedule B - Subcontractors and Their Principals**

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

Subcontractor's Name
<b>Snowden Electric Company, Inc.</b>
Subcontractor's Address
<b>6820 Orangethorpe Avenue Suite A Buena Park, Ca. 90620</b>

Please check one of the following options:

This subcontractor has one or more principals.  Yes\*  No

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

Name: <u>Andy Woehrmann</u>	Title: <u>Vice President</u>
Address: <u>6820 Orangethorpe Avenue Suite A Buena Park, Ca. 90620</u>	

Name: <u>Craig Stanley</u>	Title: <u>Senior Project Manager</u>
Address: <u>6820 Orangethorpe Avenue Suite A Buena Park, Ca. 90620</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

# Prohibited Contributors (Bidders)

## Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name <b>Strive Concrete Cutting, Inc.</b>
Subcontractor's Address <b>1211 N. Simon Circle Anaheim, CA 92806</b>

Please check one of the following options:

This subcontractor has one or more principals.  Yes\*  No

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

Name: <u>Sandra Chavez</u> Title: <u>President</u>
Address: <u>1211 N. Simon Circle Anaheim, CA 92806</u>

Name: <u>Nathan Chavez</u> Title: <u>Vice President of Operations</u>
Address: <u>1211 N. Simon Circle Anaheim, CA 92806</u>

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

**Schedule B - Subcontractors and Their Principals**

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

Subcontractor's Name
<b>Herman Weissker, Inc.</b>
Subcontractor's Address
<b>1645 Brown Ave., Riverside CA 92509</b>

Please check one of the following options:

**This subcontractor has one or more principals.**     Yes\*     No

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

Name: <b>Quinton Karst</b>	Title: <b>President</b>
Address: <b>1645 Brown Ave., Riverside, CA 92509</b>	

Name: <b>Luis Armona</b>	Title: <b>Chief Executive Officer</b>
Address: <b>1645 Brown Ave., Riverside, CA 92509</b>	

Name: <b>Mario Tapanes</b>	Title: <b>Secretary</b>
Address: <b>1645 Brown Ave., Riverside, CA 92509</b>	

Name: <b>Fredrick Furry</b>	Title: <b>Treasurer</b>
Address: <b>1645 Brown Ave., Riverside, CA 92509</b>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

**Check this box if additional Schedule B pages are attached.**

**Contractor Responsibility Questionnaire and Pledge of  
Compliance**

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

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

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

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

**A. PROJECT TITLE:** Repair and Installation of Wet & Dry Utilities at LAX & Van Nuys Airports

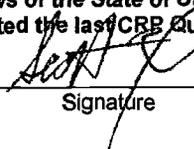
**B. BIDDER/CONTRACTOR INFORMATION:**

Doty Bros. Equipment Company		Doty Bros. Construction Co.	
Legal Name		DBA	
11232 E. Firestone Blvd.	Norwalk	CA	90650
Street Address	City	State	Zip
David Maestro, Estimator	(562) 864-6566		
Contact Person, Title	Phone	Fax	

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

- An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**
- An update of a prior CRP Questionnaire dated 6 / 22 / 22. **Please complete all questions and sign Attachment A.**
- A copy of the initial CRP Questionnaire dated     /    /    . **Please sign below and return this page.**

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

Scott Humphrey, V.P. of Operations		04/23/25
Print Name, Title	Signature	Date

**A. OWNERSHIP AND NAME CHANGES**

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

Yes       No

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

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

Yes       No

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

**B. FINANCIAL RESOURCES AND RESPONSIBILITY**

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

Yes       No

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

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

Yes       No

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

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

Yes       No

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

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

Yes       No

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

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

Yes       No

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

**PERFORMANCE HISTORY**

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

Yes       No

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

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

Yes       No

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

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

Yes       No

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

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

Yes       No

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

#### COMPLIANCE

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

Yes       No

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

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

Yes       No

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

#### BUSINESS INTEGRITY

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

Yes       No

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

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

Yes       No

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

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

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

Questions No. 10:

We have provided a list of references.

**CERTIFICATION UNDER PENALTY OF PERJURY**

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

Scott Humphrey, V.P. of Operations

04/23/25

Print Name, Title

Signature

Date

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

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

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

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

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

Doty Bros. Equipment Co. 11232 E. Firestone Blvd. Norwalk, CA 90650 (562) 864-6566

Company Name, Address and Phone Number

04/23/25

Signature of Officer or Authorized Representative

Date

Scott Humphrey, Vice President of Operations

Print Name and Title of Officer or Authorized Representative

Repair and Installation of Wet & Dry Utilities at LAX & Van Nuys Airports

Project Title

**DOTY BROS. CONSTRUCTION CO., ("DOTY")**

**Project References**

**Project Title:**

Safari Pipeline Replacement SWS WO# 22-4901

**Project Description/Location:**

Doty Bros. competitively bid and was awarded this project to provide labor, materials, equipment and tools to install 1950LF of 12" PVC Pipe, 970LF of 8" PVC Pipe, 1155LF of 6" PVC Pipe and 150LF of 1" Services, Tie-ins, Butterfly Valves, Gate Valves, Fire Hydrants, Air Releases, Blow-offs, Traffic Control and Concrete/Pavement Restoration. Project Location Covina, California.

**Contract Price:**

\$ 2,211,211.00

**DOTY Customer Information:**

Suburban Water Systems  
1325 N. Grand Ave. Suite 100  
Covina, CA 91724-4044  
Jorge Lopez, P.E. Vice President [jlopez@swwc.com](mailto:jlopez@swwc.com)  
(626)543-2543 - Phone

**Project Owner Information:**

Same as above

**Architect/Engineer:**

Suburban Water Systems

**DOTY Performance Period:**

December 2022 – April 2023

**DOTY Status:**

General Contractor

**DOTY Key Personnel:**

Phil Dennis, Glen Pool

**DOTY Job No:**

1300-22060 & 3100-22060

---

The information provided herein is confidential. By accepting the information, recipient agrees to hold the information in strictest confidence, and not use or disclose the information in any way adverse to Doty Bros. Construction Co., except as may be required by law. Doty Bros. Construction Co. is a dba of Doty Bros. Equipment Co.

CA CL 273024

**DOTY BROS. CONSTRUCTION CO., ("DOTY")**  
**Project References**

**Project Title:**

2022 Pipeline Replacement Project

**Project Description/Location:**

Doty Bros. competitively bid and was awarded this project to provide labor, equipment and material to install 2,026 LF of 16" DIP on Longden St. 733 LF of 12" DIP on Gerona Ave. Install 82 1" Assemblies, 6 Fire Hydrants, 2 2in Air Vac Assemblies, connection to existing system and abandon existing waterline, Fire Hydrant Valves and mainline valves. This project is located on Gerona Ave. in San Gabriel, California.

**Contract Price:**

\$ 1,226,226.00

**DOTY Customer Information:**

San Gabriel County Water District  
8366 Grand Ave.  
Rosemead, CA 91770  
James Prior, Superintendent  
[jim@SGCWD.com](mailto:jim@SGCWD.com)  
(626) 287-0341 - Phone

**Project Owner Information:**

Same as above

**Architect/Engineer:**

San Gabriel County Water District

**DOTY Performance Period:**

March 2022 – August 2022

**DOTY Status:**

General Contractor to Owner

**DOTY Key Personnel:**

Glen Pool, Phil Dennis

**DOTY Job No:**

1300-22016

The information provided herein is confidential. By accepting the information, recipient agrees to hold the information in strictest confidence, and not use or disclose the information in any way adverse to Doty Bros. Construction Co., except as may be required by law. Doty Bros. Construction Co. is a dba of Doty Bros. Equipment Co.

CA CL 273024

**DOTY BROS. CONSTRUCTION CO., ("DOTY")**  
**Project References**

**Project Title:**

San Jose Hills Gemini & Backton Phase 1 SWS WO# 21-1905

**Project Description/Location:**

Doty Bros. competitively bid and was awarded this project to provide labor, materials, equipment, tools, transportation and services necessary to complete the pipeline replacement including Approx. 4565LF of 12inch PVC C-900 DR 14 Pipe, Approx. 5115LF of 8inch PVC C-900 DR-14, Tie-ins, Butterfly Valves, Fire Hydrants, Offsets, Air Releases, Blow-Offs, Service Assemblies and Concrete/Pavement Restoration. Project Location San Jose Hills, California.

**Contract Price:**

\$ 2,883,833.00

**DOTY Customer Information:**

Suburban Water Systems  
1325 N. Grand Ave. Suite 100  
Covina, CA 91724-4044  
Jorge Lopez, P.E. Vice President [jlopez@swwc.com](mailto:jlopez@swwc.com)  
(626)543-2543 - Phone

**Project Owner Information:**

Same as above

**Architect/Engineer:**

Suburban Water Systems

**DOTY Performance Period:**

December 2021 – June 2022

**DOTY Status:**

General Contractor

**DOTY Key Personnel:**

Phil Dennis, Glen Pool

**DOTY Job No:**

1300-21057

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CA CL 273024

**DOTY BROS. CONSTRUCTION CO., ("DOTY")**

**Project References**

**Project Title:**

Whittier Blvd. Water Improvements Project

**Project Description/Location:**

Doty Bros. competitively bid and was awarded this project to provide labor, equipment and materials to Install 1,020lf of new 12" DIP and 3,440lf of 8' DIP Domestic water pipes, fittings, meters, services and appurtenances, new fire hydrant, hot taps and connections to existing 12', 8' and 6' water mains and abandonments of existing 4', 6' and various other sizes of CIP, PVC and ACP water mains. The location of this project was along Whittier Blvd. in the City of Pico Rivera.

**Contract Price:**

\$ 1,666,666.00

**DOTY Customer Information:**

Pico Water District  
4843 S. Church Street.  
Pico Rivera, CA 90660  
Mark Grajeda [MSGrajed@picowaterdistrict.net](mailto:MSGrajed@picowaterdistrict.net)  
562-692-3756 Ext: 14 - Phone

**Project Owner Information:**

Pico Water District

**Architect/Engineer:**

Kabbara Engineering  
121 N. Harwood St.  
Orange, CA 92806  
Leah Amy Carter 714-744-9400

**DOTY Performance Period:**

September 2018 to June 2019

**DOTY Status:**

General Contractor

**DOTY Key Personnel:**

David Maestro, Mike Clark, Phil Dennis

**DOTY Job No:**

1300-18028

**DOTY BROS. CONSTRUCTION CO., ("DOTY")**  
**Project References**

**Project Title:**

Water Distribution System - Industry Business Center – West Project No: 14-3373

**Project Description/Location:**

Doty Bros. competitively bid and was awarded this project. The work consists of providing labor and equipment to install 13,325 lf of 16" DIP and 9,470 lf of 8" PVC pipe, fittings, blow-offs, air-vacs, and services at Grand Crossing Parkway, City of Industry, CA

**Contract Price:**

\$ 965,100.00

**DOTY Customer Information:**

Walnut Valley Water District  
271 South Brea Canyon Road.  
Walnut, CA 91789  
Tai Diep P.E. [TDiep@WVWD.com](mailto:TDiep@WVWD.com)  
(909) 595-1268 - Phone

**Project Owner Information:**

Walnut Valley Water District

**Architect/Engineer:**

Walnut Valley Water District

**DOTY Performance Period:**

November 28, 2018 to October 11, 2019

**DOTY Status:**

General Contractor

**DOTY Key Personnel:**

Glen Pool, Mike Clark, Phil Dennis

**DOTY Job No:**

1300-18050

**DOTY BROS. CONSTRUCTION CO., ("DOTY")**  
**Project References**

**Project Title:**

Colima Rd. & Mar Vista St. Pipeline Relocation Project SWS WO# 19-4902

**Project Description/Location:**

Doty Bros. competitively bid and was awarded this project to provide labor, materials, equipment, tools, transportation and services necessary to complete the pipeline relocation including Tie-ins, Approx. 1460LF of 8inch PVC C-900 DR 14 Pipe, 8inch Gate Valves, 6inch Fire Hydrants, Offsets, Services and Concrete/Pavement Restoration. Project Location Colima Rd. and Mar Vista St. Whittier California.

**Contract Price:**

\$ 607,607.00

**DOTY Customer Information:**

Suburban Water Systems  
1325 N. Grand Ave. Suite 100  
Covina, CA 91724-4044  
Jorge Lopez, P.E. Vice President [jlopez@swwc.com](mailto:jlopez@swwc.com)  
(626)543-2543 - Phone

**Project Owner Information:**

Same as above

**Architect/Engineer:**

Suburban Water Systems

**DOTY Performance Period:**

January 2020 – November 2021

**DOTY Status:**

General Contractor

**DOTY Key Personnel:**

Phil Dennis, Glen Pool

**DOTY Job No:**

1300-21002

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CA CL 273024

**DOTY BROS. CONSTRUCTION CO., ("DOTY")**  
**Project References**

**Project Title:**

20inch Water Transmission Main Project No: PB17-0004

**Project Description/Location:**

Doty Bros. bid this project competitively and was awarded. Doty Bros. to furnish all labor, traffic control, trucking, backfill materials, dump, Bac-T sampling and concrete/asphalt restoration and all appurtenant work. This project located at Pathfinder Rd. between Harbor Blvd. and Nogales St. City of Rowland Heights.

**Contract Price:**

\$ 1,296,237.00

**DOTY Customer Information:**

Puente Basin Water Agency  
The Joint Effort Regional Water Supply Project  
271 South Brea Canyon Road.  
Walnut, CA 91789  
Erik Hitchman, Administrative Officer  
[ehitchman@wvwd.com](mailto:ehitchman@wvwd.com)  
(909) 595-1268 – Phone

**Project Owner Information:**

Same as above

**Architect/Engineer:**

Puente Basin Water Agency

**DOTY Performance Period:**

July 2018 – April 2020

**DOTY Status:**

General Contractor

**DOTY Key Personnel:**

Phil Dennis/Water Division Manager, Glen Pool/Estimator, Mike Clark/Superintendent

**DOTY Job No:**

1300-18014

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CA CL 273024

**DOTY BROS. CONSTRUCTION CO., ("DOTY")**  
**Project Reference**

**Project Title:**

FY20 DLP Valve Replacement Contract No: 4506223668

**Project Description/Location:**

Doty Bros. Competitively bid this project and was awarded to all labor, equipment and materials in order to perform the scope of work in the DLP & DCA Valve Program at DLP Chilled Water, Tea Cups, Stage Door & Plaza Inn. Doty Bros. completed the scope of work safety and on time.

**Contract Price:**

\$ 856,246.00

**DOTY Customer Information:**

Disneyland Resort  
1313 S. Harbor Blvd.  
Anaheim, CA 92802  
Penelope Zamora Solano [penelope.p.zamora'solano@disney.com](mailto:penelope.p.zamora'solano@disney.com)  
Cell Phone 714-781-4448

**Project Owner Information:**

Same as above

**Architect/Engineer:**

Allen Ho, Disney Engineer

**DOTY Performance Period:**

May 18, 2020 to Sept 04, 2020

**DOTY Status:**

General Contractor

**DOTY Key Personnel:**

David Maestro/Richie Poole

**DOTY Job No:**

1500-20008

**DOTY BROS. CONSTRUCTION CO., ("DOTY")**

**Project References**

**Project Title:**

2019 Pipeline Replacement Project Phase 3

**Project Description/Location:**

Doty Bros. competitively bid and was awarded this project to provide labor, equipment and material to install 1,786 Lineal feet of 8" Ductile Iron Pipe Class 150 on Delta St. from Mission Dr. to Wells St. along with Tie-ins, Abandonments, Service Installations, Fire Hydrants Installations and all appurtenant work required to complete this project. This project is located in the City of Rosemead, CA

**Contract Price:**

\$ 450,143.00

**DOTY Customer Information:**

San Gabriel County Water District  
8366 Grand Ave.  
Rosemead, CA 91770  
James Prior, Superintendent  
[jim@SGCWD.com](mailto:jim@SGCWD.com)  
(626) 287-0341 - Phone

**Project Owner Information:**

Same as above

**Architect/Engineer:**

San Gabriel County Water District

**DOTY Performance Period:**

October 09, 2019 – January 05, 2020

**DOTY Status:**

General Contractor to Owner

**DOTY Key Personnel:**

Glen Pool, Phil Dennis

**DOTY Job No:**

1300-19057

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CA CL 273024

**DOTY BROS. CONSTRUCTION CO., ("DOTY")**  
**Project References**

**Project Title:**

Colima Interties at Banida Ave. Project No: PB17-0004

**Project Description/Location:**

Doty successfully bid and was awarded this project to complete 6inch CL&C inter-ties at 3 locations along Colima Rd; Included at each location: 45' – 85' of 6inch CL&L pipe, 1 each 4'x4' and 1each 3'x3' precast concrete vault for flow control valve, meter and associated piping. Includes asphalt paving and concrete sidewalk restoration by Doty Bros. Paving Division; Electrical by Morrow Meadows as required by Puente Basin Water Agency. Project was completed on time and with injuries. Project location: Colima Rd, Hallgreen Dr, and Gona Court in the City of Diamond Bar, CA.

**Contract Price:**

\$625,625.00

**DOTY Customer Information:**

Puente Basin Water Agency  
271 South Brea Canyon Road  
Walnut, CA 91789  
Tai Diep, P.E. [TDiep@WVWD.com](mailto:TDiep@WVWD.com)  
(909)595-1268 Ext. 230 - Phone

**Project Owner Information:**

Same as above

**Architect/Engineer:**

Puente Basin Water Agency

**DOTY Performance Period:**

July 2020 – Sept 2020

**DOTY Status:**

Direct Contractor

**DOTY Key Personnel:**

Glen Pool, Phil Dennis, Mike Clark

**DOTY Job No:**

1300-20035

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CA CL 273024

**DOTY BROS. CONSTRUCTION CO., ("DOTY")**  
**Project References**

**Project Title:**

Bradbury Small Mains Replacement Project (I15-500057-01)

**Project Description/Location:**

Doty Bros. bid this project competitively and was awarded. Doty Bros. to furnish all labor, material, equipment and means necessary for the construction and installation of Small Mains Replacement. Installation of approximately 800ft of 12inch DIP and approximately 3600ft of 8inch DIP, Services, Fire Hydrants and all appurtenant work. City of Bradbury/Duarte, CA.

**Contract Price:**

\$ 1,380,380.00

**DOTY Customer Information:**

California American Water – Los Angeles  
8657 Grand Avenue  
Rosemead, CA 91770  
Dante Alday – Project Engineer [Dante.Alday@amwater.com](mailto:Dante.Alday@amwater.com)  
(626)289-7624 – Phone

**Project Owner Information:**

Same as above

**Architect/Engineer:**

California American Water

**DOTY Performance Period:**

October 2019 – June 2020

**DOTY Status:**

General Contractor

**DOTY Key Personnel:**

Phil Dennis/Water Division Manager, Glen Pool/Estimator, Mike Clark/Superintendent

**DOTY Job No:**

1300-19058

**Equal Benefits Ordinance Compliance Affidavit**

**LAWA EBO COMPLIANCE**

**FOR LAWA CONTRACTORS ONLY**

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

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

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

**SECTION 1. CONTACT INFORMATION**

Company Name: Doty Bros. Equipment Co.  
Company Address: 11232 E. Firestone Blvd.  
City: Norwalk State: CA Zip: 90650  
Contact Person: David Maestro Phone: 562-864-6566 Email: dmaestro@dotybros.com  
Approximate Number of Employees in the United States: 420  
Approximate Number of Employees in the City of Los Angeles: 50

**SECTION 2. EBO REQUIREMENTS**

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

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

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

**LAWA EBO COMPLIANCE**

**SECTION 3. COMPLIANCE OPTIONS**

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

- I have no employees.

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- I provide no benefits.

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- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.

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- I provide equal benefits as required by the City of Los Angeles EBO.

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- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.

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- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.

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- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)

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- Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

**SECTION 4. DECLARATION UNDER PENALTY OF PERJURY**

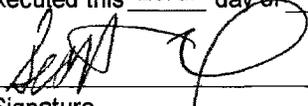
I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore,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

Doty Bros. Equipment Co. will comply with the Equal Benefits Ordinance requirements as  
(Company Name)

indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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

Executed this 23rd. day of April, in the year 2025, at Norwalk, CA  
(City) (State)

  
 \_\_\_\_\_  
 Signature  
**Scott Humphrey**  
 \_\_\_\_\_  
 Name of Signatory (please print)  
 Vice President of Operations  
 \_\_\_\_\_  
 Title

11232 E. Firestone Blvd.  
 \_\_\_\_\_  
 Mailing Address  
Norwalk, CA 90650  
 \_\_\_\_\_  
 City, State, Zip Code  
95-2371782  
 \_\_\_\_\_  
 EIN / TIN

**Iran Contracting Compliance Affidavit**

# IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

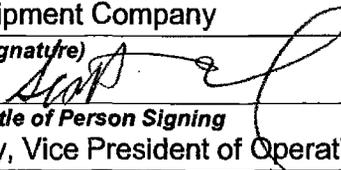
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

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

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

## **OPTION #1: CERTIFICATION**

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

<b>Vendor Name/Financial Institution (printed)</b> Doty Bros. Equipment Company		<b>BTRC (or n/a)</b> 0000270736-0001-0
<b>By (Authorized Signature)</b> 		
<b>Print Name and Title of Person Signing</b> Scott Humphrey, Vice President of Operations		
<b>Date Executed</b> 4/23/2025	<b>City Approval (Signature)</b>	<b>(Print Name)</b>

## **OPTION #2: EXEMPTION**

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

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

# Bidder Certification

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

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP) <b>0116-2025-01-RFB-220729</b>	Awarding Authority (Department awarding the contract) <b>LAWA</b>
Bidder Name <b>Doty Bros. Equipment Company</b>	
Address <b>11232 E. Firestone Blvd. Norwalk, CA 90650</b>	
Email Address <b>dmaestro@dotybros.com</b>	Phone Number <b>562-864-6566 X:5285</b>

## Certification

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

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

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

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

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

**Scott Humphrey** \_\_\_\_\_  
Name

 \_\_\_\_\_  
Signature

**Vice President of Operations** \_\_\_\_\_  
Title

**04/23/2025** \_\_\_\_\_  
Date

**Business Enterprise Program - Subcontractor Participation  
Plan**

## INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION PLAN

### ATTENTION:

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

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

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

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

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

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

- **Gender** – Male, Female

- **Certification Type\*** –

ACDBE (Airport Concession Disadvantaged Business Enterprise)

DBE (Disadvantaged Business Enterprise)

DVBE (Disabled Veteran Business Enterprise)

LBE (Local Business Enterprise)

LSBE (Local Small Business Enterprise)\*\*

MBE (Minority Business Enterprise)

SBE (Small Business Enterprise)

WBE (Woman Business Enterprise)

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

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

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

City of Los Angeles (Department of Public Works)

CALIF DGS (State of California Department of General Services)

CALTRANS (California Department of Transportation)

METRO (L.A. County Metropolitan Transportation Authority)

SBA (Federal Small Business Administration)

DVA (Department of Veterans Affairs)

USWCC (US Women's Chamber of Commerce)

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

NWBOC (National Women Business Owners Corporation)

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

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

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

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

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

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

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

**Participation Level Proposed by Bidder/Proposer** –

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

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

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

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

Rev 8/9/17

## SUBCONTRACTOR PARTICIPATION PLAN

**ATTENTION:**

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

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

Project Title: Repair and Installation of Wet & Dry Utilities at LAX & Van Nuys Airports      Today's Date: 4/23/2025

BIDDER/PROPOSER COMPANY INFORMATION		BID/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES	
NAME: Doty Bros. Equipment Co.		<b>\$ 612,263.50</b>		Wet & Dry Utility Work	
ADDRESS: 11232 E. Firestone Blvd.				Concrete & Asphalt Restoration	
CITY/STATE/ZIP: Norwalk, CA 90650					
CONTACT NAME: David Maestro					
TELEPHONE NO: 562-864-6566					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER SCMDBC & CPUC				NAICS: 237110,237120,237130	
SUBCONTRACTOR COMPANY INFORMATION		\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES	
NAME: Muttucci Plumbing Incorporated		<b>TBD Per Project</b>		Utility Locating and Vacuum Excavation Services	
ADDRESS: 13528 S. Western Ave.				Plumbing	
CITY/STATE/ZIP: Gardena, CA 90249					
CONTACT NAME: Steve Powers					
TELEPHONE NO: 562-572-8521					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input checked="" type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER CPUC				NAICS: 561990, 238220	
NAME: Mora's Equipment & Construction Inc.		<b>TBD Per Project</b>		Saw Cutting, Grinding, Trenching Excavation	
ADDRESS: 9245 Nan St.					
CITY/STATE/ZIP: Pico Rivera, CA 90660					
CONTACT NAME: Favid Mora					
TELEPHONE NO: 562-244-3003					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER CPUC				NAICS: 237130	

Rev 09/22/2023

SUBCONTRACTOR COMPANY INFORMATION	PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: C Below, Inc. ADDRESS: 1385 Old Temescal Road., Suite 100 CITY/STATE/ZIP: Corona, CA 92881 CONTACT NAME: Keith Choi TELEPHONE NO: 909-993-1370 CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER	ETHNICITY: GENDER: EMAIL: keithc@cbelow.com FEDERAL TAX ID #: 85-0750057	TBD Per Project		Utility Locating and Vacuum Excavation Services
				NAICS: 561990
NAME: Snowden Electric Company ADDRESS: 6820 Orangethorpe Ave. Suite A CITY/STATE/ZIP: Buena Park, CA 90620 CONTACT NAME: Craig Stanley TELEPHONE NO: 714-522-1690 CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER LAWA	ETHNICITY: GENDER: EMAIL: cstanley@snowdenelectric.com FEDERAL TAX ID #: 95-3114927	TBD Per Project		Electrical
				NAICS: 813930
NAME: Strive Concrete Cutting, Inc. ADDRESS: 1221 N. Simon Circle CITY/STATE/ZIP: Anaheim, CA 92806 CONTACT NAME: Sandra Chavez TELEPHONE NO: CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input checked="" type="checkbox"/> WBE CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER CPUC	ETHNICITY: Hispanic GENDER: Female EMAIL: SChavez@striveconcrete.com FEDERAL TAX ID #: 20-8327228	TBD Per Project		Saw Cutting/Core Drilling Services
				NAICS: 238990
NAME: Herman Weissker, Inc. ADDRESS: 1645 Brown Ave. CITY/STATE/ZIP: Riverside, CA 92509 CONTACT NAME: Aimee Elizondo TELEPHONE NO: CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input checked="" type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER NMSC	ETHNICITY: Hispanic GENDER: Male EMAIL: aimee.elizondo@hermanweisskerinc FEDERAL TAX ID #: 95-2033691	TBD Per Project		Installation od ducts and structures, planning, engineering and design services.
				NAICS: 237110,237130,541330

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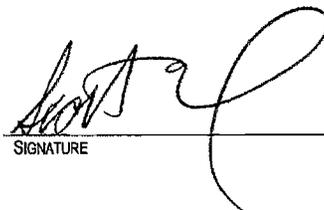
**EXHIBIT B**

SUBCONTRACTOR COMPANY INFORMATION	PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME:	ETHNICITY:			
ADDRESS:	GENDER:			
CITY/STATE/ZIP:	EMAIL:			
CONTACT NAME:	FEDERAL TAX ID #:			
TELEPHONE NO:				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS:
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				

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

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

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



SIGNATURE

4/23/2025

DATE

Scott Humphrey

Vice President of Operations

562-864-6566

PRINT NAME

TITLE

PHONE

## BUSINESS REFERENCE FORM

(Submit Form with Bid)  
(Two Pages)

The foregoing information is being submitted to Los Angeles World Airports (LAWA) as part of the following:

Request for Bid (RFB) #: 0116-2025-01-RFB

RFB Title: Repair and Installation of Wet and Dry Utilities at Los Angeles International Airport and Van Nuys Airport (Commodity)

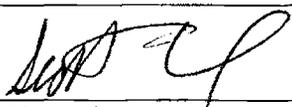
Reference Person's Name: Jorge Lopez	
Company Address: Suburban Water Systems 1325 N. Grand Ave. Suite 100 Covina, CA 91724	
Telephone: 626-543-2543	Email address: jlopez@swwc.com
Project Date: 4/28/2023	
Role on the project: Project Engineer / Vice President	
Description of Project: Doty Bros. competitively bid and was awarded this project to provide labor, materials, equipment and tools to install 1950LF of 12" PVC Pipe, 970LF of 8" PVC Pipe, 1155LF of 6" PVC Pipe and 150LF of 1" Services, Tie-ins, Butterfly Valves, Gate Valves, Fire Hydrants, Air Releases, Blow-offs, Traffic Control and Concrete/Pavement Restoration. Project Location: Covina, California.	

Reference Person's Name: Lisa Wang	
Company Address: Southern California Gas Company	
Telephone:	Email address: lwang@sce.com
Project Date: 4/25/2022	
Role on the project: Project Manager	
Description of Project: Doty Bros. provided all labor, equipment and materials to complete the following scope of work; Excavation, Install 910 tons of class 2 aggregate base, grade laydown yard and compact, Install 880LF of 8ft chain link fence, layout and fabricate pipe, Hydro Test, Tie-ins, Demo and restoration. Project location Wheeler Ridge Compressor Station 9530 Hwy 166, Mettler, California	

Reference Person's Name: Scott Bricker	
Company Address: National Community Renaissance of California	
Telephone: 909-204-3443	Email address: sbricker@nationalcore.org
Project Date: 4/11/2023	
Role on the project: Construction Manager	
Description of Project: Doty Bros. competitively bid this project and was awarded to provide labor, equipment and materials to install Onsite and Offsite Dry Utilities for Anaheim Electric, AT&T and Spectrum. This project includes but not limited to relocation of existing utilities, trenching for 3 utilities, handholes, transformer pad, cable box and paving. Project location: 1445 S Anaheim Blvd. Anaheim, California.	

Reference Person's Name: Michael Swords	
Company Address: City of Los Angeles 425 South Palos Verdes St. San Pedro, CA 90731	
Telephone: 310-732-3651	Email address: mswords@portofla.org
Project Date: 1/16/2011	
Role on the project: Project Manager	
Description of Project: As part of a City of Los Angeles Harbor Department program to install AMP as a means of reducing air pollution in the harbor area Doty was awarded the Berth 93 project. The overall scope was to provide shore-side/dock electrical power to AMP-compatible cruise ships at Berth 93 where Disney Cruise Lines and other 6.6 kV AMP-compatible cruise ships are scheduled to dock starting in January of 2011. the contract included furnishing and installing electrical switchgear, underground and under wharf conduit, cables, AMP outlets, and various retrofit works required to accommodate the AMP installation. Challenges encountered included coordination crews with tidal changes during the demolition of existing conduits and installation of new conduit under the wharf.	

The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this Business Reference Form, including all supplementary information attached hereto. The undersigned hereby authorizes LAWA, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date: 4/23/2025	
David Maestro	
(Name of Bidder/Respondent)	By: (Principal/Owner)

## MANDATORY BID SIGNATURE FORM

RFB#:	0116-2025-01-RFB
Project Title:	Repair and Installation of Wet and Dry Utilities at Los Angeles International Airport and Van Nuys Airport (Commodity)

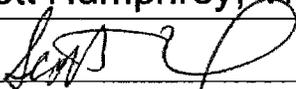
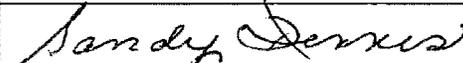
If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; if it is made by an entity, it must be signed by officer or officers with authority to contractually bind the entity.

Note: If one person has multiple officer positions that person may sign once and list the different officer provisions.

Bidder understands and agrees that the Company's name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles, the Invoice(s) and on the insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.

Bidder further understands and agrees that by signing this form that they agree to comply with all applicable Administrative Requirements and acknowledges receipt of all addenda.

The undersigned hereby agrees to furnish and deliver the following goods and services in accordance with the conditions, prices, terms and conditions quoted herein.

Company's Name: <b>Doty Bros. Equipment Co.</b>				
Corporation <input type="checkbox"/>	LLC Corporation <input type="checkbox"/>	S Corporation <input checked="" type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>
Street Address:	<b>11232 E. Firestone Blvd.</b>			
City: <b>Norwalk</b>	State: <b>CA</b>	Zip Code: <b>90650</b>		
Telephone No:	<b>562-864-6566</b>			
E-mail Address:	<b>dmaestro@dotybros.com</b>			
Name and Title(s):	<b>Scott Humphrey, Vice President of Operations</b>			
Signature:				
Name and Title(s):	<b>Sandy Dennis, Contracts Admin.</b>			
Signature:				
Contact Person (if different from above):	<b>David Maestro</b>			
Contact Phone:	<b>562-864-6566 Ext: 5285</b>			

**EXHIBIT C**  
Subcontractors

## SUBCONTRACTORS

Silvana Mattucci, President  
Mattucci Plumbing Incorporated  
13528 S. Western Ave,  
Gardena, CA 90249

David Mora, President  
Mora's Equipment and Construction, Inc.  
9245 Nan St.,  
Pico Rivera, CA 90660

Joe, Benadvides, Chairman  
C Below, Inc.  
1385 Old Temescal Rd., Suite 100  
Corona, CA 92881

Andy Woehrmann, Vice President  
Snowden Electric Company, Inc.  
6820 Orangethorpe Ave, Suite A  
Buena Park, CA 90620

Sandra Chavez, President  
Strive Concrete Cutting, Inc.  
1211 N. Simon Circle  
Anaheim, CA 92806

Quinton Karst, President  
Herman Weissker, Inc.  
1645 Brown Ave.  
Riverside, CA 92509

**EXHIBIT D**  
Key Personnel

## KEY PERSONNEL

David Gritters – Superintendent – 562.572.0291 – [David.Gritters@doybros.com](mailto:David.Gritters@doybros.com)

**ATTACHMENT A**  
LAWA General Terms & Conditions

**ATTACHMENT A**  
**LAWA GENERAL TERMS & CONDITIONS**  
(Rev. 1/23/25)

**GENERAL TERMS & CONDITIONS**

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## LAWA'S GENERAL TERMS & CONDITIONS

### **GTC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

### **GTC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws, including but not limited to those of the United States of America, including rules and regulations of the Federal Aviation Administration, the State of California, Los Angeles County, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wages and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

Attorney's Fees. Each party shall bear its own attorney's fees in the enforcement of this Contract. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

If any part, term, or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **GTC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- 3.1 This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- 3.2 This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval.
- 3.3 The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

3.4 This Contract has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**GTC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in GTC-5 hereof. This is an integrated contract.

**GTC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of GTC-3.

**GTC-6. Excusable Delays. Force Majeure**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event. In no event shall CITY be subject to delay damages for delays associated with this Contract for any reason.

**GTC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default and shall not be viewed as a continuing waiver or a waiver of any succeeding default.

## **GTC-8. Suspension**

At CITY'S sole discretion, CITY may suspend any or all services provided under this Contract by providing CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

## **GTC-9. Termination**

### 9.1 Termination for Convenience

CITY may terminate this Contract for CITY'S convenience at any time by providing CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

### 9.2 Termination for Breach of Contract

9.2.1 Except as provided in GTC-6, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract. If CITY offers CONTRACTOR an opportunity to cure the default and does not provide for a time period for CONTRACTOR to cure, then CONTRACTOR may cure the default within 30 days of the default notice.

9.2.2 If the default under this Contract is due to CONTRACTOR'S failure to maintain the insurance required under this Contract, CONTRACTOR shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and CONTRACTOR'S obligation to suspend performance of services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY'S requirements.

9.2.3 If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

9.2.4 If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

9.2.5 Acts of Moral Turpitude

- A. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Personnel, as defined below, is charged with, is convicted of, pleads nolo contendere to any act which constitutes an offense of moral turpitude (“Act of Moral Turpitude”).
- B. If **CONTRACTOR** or any Key Personnel is convicted of, pleads nolo contendere to an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
- C. The following are Acts of Moral Turpitude: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- D. For the purposes of this provision, Key Personnel is defined by the parties to this Contract. If the parties do not define Key Personnel, then Key Personnel is defined as a principal, officer, or any person with any voting power or equity interests in **CONTRACTOR**.

9.2.6 In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, goods or services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7 If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to GTC-9 (9.1) Termination for Convenience.

9.2.8 The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.3 In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**GTC-10. Independent CONTRACTOR**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**GTC-11. CONTRACTOR's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in the performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**GTC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of LAWA's CEO or designee:

- 12.1 Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- 12.2 Delegate, subcontract, or otherwise transfer any of its duties under 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 permission of the **CITY** is a violation of this Contract and shall be voidable at **CITY'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.

### **GTC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain at its own cost all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

### **GTC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

### **GTC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code (“LAMC”) and shall not allow the Certificate to lapse or be revoked or suspended.

### **GTC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g., USB flash drive, at the expiration or termination of this Contract.

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

### **GTC-17. Bonds**

All bonds required by **CITY** shall be filed with the Risk Manager for its review and acceptance in accordance with Los Angeles Administrative Code (“LAAC”) Sections 11.47 *et seq.*, as amended from time to time.

### **GTC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, to the fullest extent permitted by law, **CONTRACTOR** shall defend, with counsel satisfactory to City, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney’s fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the performance of the Contract by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. However, 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 section 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; provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from **CONTRACTOR**’s design professional services as defined by California Civil Code section 2782.8, **CONTRACTOR**’s duty to indemnify, including its duty and cost to defend, shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the **CONTRACTOR**’s negligence, recklessness or willful misconduct in the performance of the Contract.

The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract, including the provisions of GTC-23 Insurance herein. This provision will survive expiration or termination of this Contract.

### **GTC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, with counsel satisfactory to City, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney’s fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights,

including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in GTC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **GTC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **GTC-21. Ownership and License**

**21.1** Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**21.2** **CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

**21.3** For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**21.4** **CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

21.5 Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

#### **GTC-22. Data Protection**

22.1 **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data in or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

22.2 If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

#### **GTC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Risk Manager (template Form 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Risk Manager. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### **GTC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

## **GTC-25. Warranty and Responsibility of CONTRACTOR**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

## **GTC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

**26.1** **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

**26.2** The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

**26.3** The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

**26.4** The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

**26.5** Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

## **GTC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **GTC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **GTC-29. Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **GTC-30. Access and Accommodations**

30.1 **CONTRACTOR** represents and certifies that:

30.1.1 **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135.

30.1.2 **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability.

30.1.3 **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services, and activities.

30.1.4 Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

30.1.5 The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

30.2 **CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

30.3 **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.

30.4 Should **CONTRACTOR** fail to comply with this GTC-30, 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.

**GTC-31.** [ Reserved ]

**GTC-32.** [ Reserved ]

**GTC-33.** [ Reserved ]

**GTC-34. First Source Hiring Program**

**CONTRACTOR** shall comply with LAWA's First Source Hiring Program, established by the Board of Airport Commissioners via Resolution 22674, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**GTC-35.** [ Reserved ]

**GTC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**GTC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons"), shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #

\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“CITY”) officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**GTC-38.** [ Reserved ]

**GTC-39. Limitation of City’s Obligation to Make Payment to CONTRACTOR**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

**GTC-40.** [ Reserved ]

**GTC-41.** [ Reserved ]

**GTC-42.** [ Reserved ]

**GTC-43. Confidentiality**

All documents, information and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this Contract (collectively “Confidential Information”) are confidential. CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONTRACTOR shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

**GTC-44.** [ Reserved ]

**GTC-45.** [ Reserved ]

## **GTC-46. Civil Rights – Title VI Assurances**

### **46.1 Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7**

(a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

### **46.2 Civil Rights – General – 49 USC § 47123, derived from the Airport and**

**Airway Improvement Act of 1982, Section 520**. In all its activities within the scope of its airport program, the **CONTRACTOR** agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

46.2.1 The above provision binds the **CONTRACTOR** and subcontractors from the bid solicitation period through the completion of the contract. If the **CONTRACTOR** transfers its obligation to another, the transferee is obligated in the same manner as the **CONTRACTOR**. The above provision obligates the **CONTRACTOR** for the period during which the property is owned, used or possessed by the **CONTRACTOR** and the airport remains obligated to the Federal Aviation Administration.

46.2.2 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. **CONTRACTOR** further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Exhibit 2, attached hereto and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit 2:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

46.2.3 **Audit of Subcontracts**. **LAWA** may conduct a review of **CONTRACTOR**'s compliance with GTC-46. **CONTRACTOR** must cooperate with **LAWA** throughout the review process by supplying all requested information and documentation to **LAWA**, making **CONTRACTOR** staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by **LAWA**.

46.2.4 **CONTRACTOR** agrees that it shall insert the provisions found in Subsections 46.1 and 46.2, inclusive of Exhibit 2 in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said **CONTRACTOR** grants a right or privilege to any person, firm, or corporation under this Contract.

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**EXHIBIT 1**  
**INSURANCE CONTRACTUAL REQUIREMENTS**

1 Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified in the "Special Insurance Provisions," found in the Administrative Requirements in Exhibit B, attached hereto and incorporated by reference herein. The specified insurance shall also, either by provisions in the policies, by LAWA's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described in Exhibit B, hereof with respect to Contractor's acts or omissions in its operations, use, and occupancy of all Airports owned and/or operated by Department (hereinafter collectively referred to as "Airport") or other related functions performed by or on behalf of Contractor in, on or about Airport.

2 Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability", and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Contract with the City of Los Angeles".

3 All such insurance shall be primary and noncontributing with any other insurance held by the Department where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor. Such policies may provide for reasonable deductibles and/or retentions acceptable to the CEO based upon the nature of Contractor's operations and the type of insurance involved.

4 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department, Board and all of City's officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Contractor in Contractor's operations at Airport. In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

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

6 Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the CEO in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the CEO. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in §§11.47 through 11.56 of City's Administrative Code prior to Contractor commencing any work under this Contract and/or occupying the Airport. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

7 City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Contract by the CEO who may, thereafter, require Contractor, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said CEO deems to be adequate.

**EXHIBIT 2**  
**CIVIL RIGHTS – TITLE VI ASSURANCES**

**Civil Rights – Title VI Assurances.** In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the **CONTRACTOR**, for itself, its assignees, and successors in interest (hereinafter referred to as the “**CONTRACTOR**”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
    - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  3. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  4. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  5. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  6. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  7. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  8. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  9. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
  10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take

reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)]; and

11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. **Compliance with Nondiscrimination Requirements**. During the performance of this contract, the **CONTRACTOR**, for itself, its assignees, and successors in interest (hereinafter referred to as the “**CONTRACTOR**”), agrees as follows:

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

Incorporation of Provisions: The **CONTRACTOR** will include the provisions of paragraphs one

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

**ATTACHMENT B**  
LAWA Special Provisions (Services)

**ATTACHMENT B**

**LAWA SPECIAL PROVISIONS (SERVICES)**

**LAWA SPECIAL PROVISIONS (SERVICES)**

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## **LAWA SPECIAL PROVISIONS (SERVICES)**

### **SP.1 MODIFICATIONS TO LAWA GENERAL TERMS & CONDITIONS**

Below are additions or modifications to LAWA General Terms & Conditions. Modifications are usually indicated with the following format:

MODIFY GTC-#, TITLE

In (section, paragraph, etc.) modify the following:

The below are in addition to LAWA's General Terms & Conditions.

### **SP.2 [RESERVED]**

### **SP.3 AIRPORT SECURITY, BADGING AND VEHICLES**

3.1 This Contract is expressly subject to 49 U.S.C. Chapter 44903, Security, the provisions of which, and all rules and regulations promulgated under it, are incorporated by reference. Contractor must comply, and must cause its subcontractors, guests, and invitees to comply with all such rules and regulations as they apply to them, as well as any other applicable rules and regulations governing the conduct and operation of the City's Airports which may be promulgated from time to time by the Chief Executive Officer/Board.

3.2 If, in the performance of this Contract, any employee of Contractor or any subcontractor has (i) unescorted access or regular escorted access to aircraft located on or at the City's Airport(s); (ii) unescorted access or regular escorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, then that employee is subject to employment investigations by LAWA (including the submission of fingerprints to the City to conduct criminal history record checks) as well as the FAA, the TSA, and other agencies that the City considers prudent.

3.3 All such individuals who pass the requisite employment investigation will be required to participate in a security awareness program and will be issued an identification badge that must be visibly displayed at all times while on the airfield or other secured areas of the Airport(s). They will further be required to report suspected security violations in accordance with rules and regulations promulgated by the Secretary of the United States Department of Transportation, by the Administrator of the FAA, the Under Secretary of the TSA and the Chief Executive Officer/Board.

3.4 Failure to comply with applicable rules and regulations may result in administrative actions or judicial prosecution. Contractor will be solely liable for any fines or penalties imposed for violation of rule(s) and regulation(s) by its employees and those of its subcontractors, guests, and invitees.

3.5 All badging requests must be approved in writing by the Chief Executive Officer and or his/her authorized representative managing this contract.

**SP.4 ALTERNATIVE FUEL POLICY**

4.1 If applicable, Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program, as provided for in the Administrative Requirements.

**SP.5 HAZARDOUS AND OTHER REGULATED SUBSTANCES**

5.1 Contractor's performance under this Contract and/or occupancy or use of any LAWA property shall be in 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"). Said hazardous substances shall include, but shall not be limited to, mold, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of Contractor's 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 pays as a result of noncompliance with the above.

5.2 In the case of any hazardous substance spill, contamination, leak, discharge or improper storage affecting LAWA property caused or contributed to by Contractor or its employees, servants, agents, Contractors or sub-Contractors, 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 to the satisfaction of Chief Executive Officer. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak, or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

5.3 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 test results.

**SP.6 ENVIRONMENTALLY FAVORABLE OPERATIONS**

6.1 Contractor acknowledges for itself and any sub-Contractor that its operation of its activities under this Contract will be subject to all Departmental policies guidelines and requirements regarding environmentally favorable construction use and/or operations practices (hereinafter collectively referred to as “LAWA Policies”) as such LAWA policies may be promulgated, revised, and amended from time to time.

**SP.7 PREVAILING WAGE**

If LAWA orders any services, then the Contractor, its agents and employees shall be bound by and comply with applicable provisions of the California Labor Code and Federal, California, and local laws related to labor. The Contractor shall strictly adhere to the provisions of the California Labor Code. The Contractor shall forfeit to the City the penalties prescribed in the California Labor Code for violations.

Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the State of California Department of Industrial Relations. The Contractor’s attention is directed to Section 1776 of the California Labor Code which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or subcontractor in connection with the project. The Contractor shall agree through the Contract to comply with this Section 1776 and the remaining provisions of the California Labor Code.

In addition, this Contract is subject to the applicable provisions of Public Contract Code §9204 for any services.

**SP.8. CONTRACTOR’S LICENSES**

Contractor shall at all times during the Term maintain its licenses, including A (General Engineering), C-10 (Electrical), C-12 (Earthwork& Paving), C-16(Fire Protection Contractor), and C-42 (Sanitation System) Contractors Licenses issued by the State of California, current and in good standing and shall ensure that any and all its staff and all of its subcontractors providing these services shall maintain their required licenses current and in good standing with the State of California.

The Contractor further represents it possesses all necessary licenses in the State of California, finances, and the requisite qualifications, skill, ability, experience and expertise to discharge its responsibilities and perform the Services in a professional and efficient manner. Contractor further represents that all of its Subcontractors possess all required licenses in the State of California, as well as the skill and experience necessary to perform the Services. The Contractor warrants that its staff has sufficient skill and experience to perform the Services and has been trained and is competent with State of California standards, practices, and principles.

Contractor shall immediately notify LAWA of any changes to any of its licenses or any changes to the licenses by its subcontractors providing Services to LAWA.

**SP.9. DISPUTES**

The parties shall use their best efforts to resolve disputes under this Contract. If a settlement cannot be reached, or in the event of default that could result in termination of this Contract, LAWA and the Contractor shall schedule a meeting of the individuals identified in Section 1.2 Representatives of the Parties in a good faith attempt to resolve the issues in dispute. Such a Dispute Resolution meeting shall be scheduled and held within ten (10) business days of written request by either party. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

The Contractor and LAWA shall continue to perform work under the Contract during any dispute.