

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND
LUTRON SERVICES COMPANY, INC. FOR SOFTWARE MAINTENANCE FOR
LUTRON QUANTUM SOFTWARE AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS CONTRACT (“**Contract**”), made and entered into this _____ day of _____, 202__ (“**Effective Date**”), at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “**City**”), acting by order of and through its Board of Airport Commissioners (the “**Board**”) of the Department of Airports (also known as Los Angeles World Airports or “**LAWA**”), and **LUTRON SERVICES COMPANY, INC.**, with its principal place of business located in Coopersburg, Pennsylvania (“**Lutron**” or “**Contractor**”).

RECITALS

WHEREAS, the City requires maintenance for the Lutron Quantum Software (“**Quantum Software**”) installed at Los Angeles International Airport (“**LAX**”) including, but not limited to, the testing of the Microsoft operating systems, database, and browser patches for compatibility with the Quantum Software, access to the Quantum Software patches to achieve continued interoperability with the Microsoft operating systems, database and browser, license version upgrades of the Quantum Software and the diagnosis and correction of system non-conformance to the sequence of operation prior to the issue; and

WHEREAS, per Los Angeles City Charter § 371(e)(7), the competitive bidding requirements of Charter § 371 do not apply to contracts for equipment repairs or parts obtained from the manufacturer of the equipment or its exclusive agent; and

WHEREAS, Contractor, is a wholly owned subsidiary of Lutron Electronics Co., Inc., the manufacturer, supplier, and constructor of the Quantum Software for lighting control and energy management at LAX, and the only authorized company to perform warranty service, maintenance and repairs on said system, and is, therefore, uniquely qualified to provide the equipment and services sought by LAWA;

WHEREAS, the Board has now authorized the purchase of the equipment and services as set forth, in detail, in the documents titled “Lutron Software Maintenance Agreement” dated October 11, 2025 (“**Maintenance Agreement**”), attached hereto as Exhibit A, Lutron’s “Service Support Plan Coverage and Procedures” (“**Service Support Plan**”), attached hereto as Exhibit B, and Lutron’s “Technology Support Plan Master Terms” (“**Technology Support Plan**”), attached collectively hereto as Exhibit C.

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

Section 1.0 Scope of Services. Contractor agrees to provide all labor, materials, supplies, supervision, equipment, and tools necessary for the inspection, testing, evaluation and

associated maintenance of (a) the Quantum Software at LAX in accordance with the Maintenance Agreement (at the coverage levels set forth in Appendix A to that Agreement), attached hereto as Exhibit A, (b) the Service Support Plan, attached hereto as Exhibit B, and the Technology Support Plan, attached hereto as Exhibit C.

Section 2.0 Incorporation by Reference. It is expressly understood and agreed that the Software Maintenance Agreement, the Service Support Plan and the Technology Support Plan, including any addenda or appendices thereto, LAWA's Administrative Requirements, attached hereto as Exhibit D, and any bonds required by LAWA (included as part of Exhibit D), shall constitute, and are hereby 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. Contractor also expressly acknowledges that this Contract is based upon the performance requirements set forth in the Maintenance Agreement, the Services Support Plan Coverage and Procedures and Technology Support Plan Master Terms. If there is a conflict between the Maintenance Agreement, the Services Support Plan and the Technology Support Plan, on the one hand, and the terms set forth in this Contract, on the other hand, the Contract will prevail.

Section 3.0 Term of Contract. Notwithstanding any other provision in this Contract, the term of this Contract shall be for a period of five (5) years commencing on the Effective Date ("**Term**"), subject to two (2) one-year options to be exercised in writing prior to the expiration of the Contract term by the Chief Executive Officer of LAWA or his/her designee (hereinafter collectively referred to as "**CEO**") in his or her sole discretion under the same terms and conditions unless earlier terminated pursuant to the terms hereinafter set forth. LAWA may terminate this Contract without cause and without liability for damages, upon giving the Consultant a thirty (30) day advance written notice or as otherwise provided herein.

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

4.1 For all labor, materials, equipment and services rendered, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, LAWA shall pay Contractor an overall amount not to exceed One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) for the Term of this Contract. Contractor shall submit to LAWA requests for payment of the amount(s) due upon completion to LAWA's satisfaction of the services rendered at the Airports. LAWA shall pay Contractor for its performance under this Contract the sum hereinabove set forth, at the times and in the manner specified, if so, in the aforesaid invoice instructions and Specifications.

4.2 LAWA reserves the right to require additional substantiation of any invoice or payment request submitted if, in the opinion of the CEO, such would be in the best interests of LAWA. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to LAWA at LAWA's Office at the address listed below upon fifteen (15) days' notice. The aforesaid records shall not include any proprietary records of Contractor.

4.3 LAWA shall not be required to make payment for equipment or services not yet provided or received, nor for services deemed unsatisfactory by LAWA. The parties agree that the CEO of LAWA shall make the final determination as to when Contractor's services, or any part thereof, have been satisfactorily performed or completed to justify release of any given payment to Contractor under this Contract.

4.4 If a necessary change causes an increase in the scope of work or services to be performed by Contractor pursuant to this Contract, then the parties hereto shall first agree upon additional compensation, if any, to be paid to Contractor therefore, and this Contract shall be amended, in writing, prior to the performance by Contractor of said increased work or services.

4.5 Contractor shall promptly pay, when due, any and all amounts payable for labor and material furnished in the performance of this Contract, so as to prevent or make unnecessary the filing of any claim, lien, or notice to withhold, as provided under and by virtue of the applicable provisions of the California Civil Code (commencing with Section 9000), and Contractor shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

4.6 Progress Payments. The Contractor agrees to pay each subcontractor under this prime contract, and require the same of its subcontractors, not later than seven (7) days after receipt of each progress payment, the respective amounts allowed the Contractor on account of work performed by the subcontractors, to the extent each subcontractor's interest therein pursuant to California Business & Professions Code Section 7108.5.

4.7 Retention/Final Payment. Within seven (7) days from the time that all or any portion of the retention proceeds are received by the Contractor, the Contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received, and require the same of its subcontractors, pursuant to the terms of California Public Code Section 7107.

Section 5.0 Professional Standards. All work performed and services provided hereunder by Contractor shall be consistent with highest professional standards of the software maintenance industry.

Section 6.0 Staffing and Personnel. If Contractor's Proposal includes a proposal team which is to work on this Contract, then any changes to the contract team ("Contract Team") shall only be made after written request by Contractor to the CEO and shall be subject to the CEO's prior written approval. If written request for change is made, Contractor shall provide any documentation requested by the CEO for review and approval. Any such request for changes to the Contract Team may be disapproved by the CEO, but such approval shall not be exercised so as to unreasonably deprive Contractor of its right to make appropriate work assignments.

Section 7.0 Notices.

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

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

**Office of City Attorney
1 World Way
P.O. Box 92216
Los Angeles, CA 90009-2216**

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

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

**Lutron Services Co., Inc.
Attn: Chase Zimnik, Sales Solutions Specialist
7200 Suter Road
Coopersburg, PA 18036-1299**

With a copy to Attn: General Counsel at the above address.

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

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

7.4 All such notices, except as otherwise provided herein, may either be delivered personally to the CEO, with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may 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) days after deposit in the mail.

Section 8.0 City Held Harmless.

8.1 The Parties acknowledge and agree that Subsections 4.1 and 4.3 under Section 4 “Indemnification and Hold Harmless” set forth in Lutron’s Technology Support Plan Master Terms applies to this Contract and governs the Parties’ respective indemnification, defense and hold harmless obligations.

8.2 In Contractor’s defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles

City Charter, particularly Article II, Sections 271, 272 and 273 thereof. To the extent that this provision conflicts with Subsection 4.3 under Section 4 “Indemnification and Hold Harmless” set forth in Lutron’s Technology Support Plan Master Terms, the terms of Section 8.2 govern.

8.3 Contractor’s obligations in this Section do not apply to any third party demand, claim, action, or proceeding (collectively, “**Claim**”) to the extent resulting from (i) City’s sole negligence or misconduct or (ii) use of the Services in combination with items not provided by Contractor. This section supersedes, and governs over, Subsection 4.4 under Section 4 “Indemnification and Hold Harmless” set forth in Lutron’s Technology Support Plan Master Terms.

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

Section 9.0 Hazardous and Other Regulated Substances

9.1 Contractor agrees to accept sole responsibility for full compliance with any and all applicable 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 (collectively, “**hazardous substances**”) regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land, or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents.

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

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

9.4 If Contactor fails to repair, cleanup, properly dispose of, or take any other corrective action(s) as required herein, City may (but shall not be required to), take all steps it deems reasonably necessary to properly repair, cleanup or otherwise correct the condition(s) resulting from the spill, leak or contamination. Any such repair, cleanup or corrective action(s)

taken by City shall be at Contractor's sole cost and expense, as well as shall any and all costs (including any administrative costs) which City incurs, or pays, as a result of any repair, cleanup or corrective action it takes.

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

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

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

Section 10.0 Independent Contractor

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

10.2 Contractor shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 11.0 Assignment or Transfer Prohibited

11.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of the CEO.

11.2 For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the CEO is a violation of

this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

Section 12.0 Default and Right of Termination.

12.1 Termination for Convenience. LAWA may terminate this Contract, with or without cause and without liability for costs or damages of any kind, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

12.2 Termination for Cause. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, or if the services and/or delivery of materials under this Contract fall below an acceptable level as determined by LAWA, LAWA shall notify the Contractor in writing of the defect, default or problem. If the same is not corrected, or substantial steps are not taken toward accomplishing such correction within three (3) business days after LAWA's notification, LAWA may, at its sole discretion, (a) terminate this Contract forthwith upon giving Contractor a ten (10) day written notice, or (b) withhold any further payment for Contractor's services until such defect, default or problem is corrected within the time specified by LAWA. If the defect, default or problem is still not corrected within that time, LAWA may terminate the Contract forthwith by giving Contractor a ten (10) day written notice.

12.3 Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the contract, the Contractor shall immediately surrender to LAWA all LAWA property including, but not limited to, items of authority (badges, permits, etc. issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

Section 13.0 Advertisements. Contractor shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on or at the Airport.

Section 14.0 Compliance With Applicable Laws.

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

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

Section 15.0 Business Tax Registration.

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

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

Section 16.0 Insurance. Contractor shall procure at its own expense, and keep in effect at all times during the Term of this Contract, the types and amounts of insurance specified in the "LAWA Special Insurance Provisions" subject to the terms and conditions set forth therein, which is contained in LAWA's Administrative Requirements, Exhibit D, attached hereto and incorporated by reference herein.

Section 17.0 Disabled Access.

17.1 As directly related to Contractor's responsibilities with regard to this Contract, Contractor shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with the City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

17.2 Should Contractor fail to comply with Section 17.1, if applicable, then LAWA 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 LAWA for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

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

18.1 During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and

Contractor shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

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

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

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

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

Section 19.0 Child Support Orders.

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

Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

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

Section 20.0 Equal Benefits Ordinance (EBO).

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

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

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

Section 21.0 First Source Hiring Program for Airport Employers (LAX Only). Contractor shall comply with the provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are a material term of this Agreement. Contractor shall be an “Airport Employer” under the First Source Hiring Program.

Section 22.0 Living Wage and Worker Retention Requirements.

22.1 Living Wage Ordinance

22.1.1 General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render

services that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by employees of the City if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with federal law prohibiting retaliation for union organizing.

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

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

including those set forth in the LWO, if the City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

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

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

Section 23.0 Assignment of Anti-Trust Claims. Pursuant to California Government Code Sections 4550 et seq. regarding Anti-Trust Claims, it is the policy of the City to inform each Proposer that in submitting a proposal to LAWA the Proposer offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to the Proposer.

Section 24.0 Ownership of Work Product.

24.1 Contractor agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written or

contributed by Contractor specifically for this project, either individually or in collaboration with others, and paid for by the City, shall belong to and be the sole property of the City.

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

Section 25.0 Compliance With Los Angeles City Charter Sections 470(C)(12) and 609(E).

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

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

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

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

Section 26.0 Alternative Fuel Vehicle Requirement Program (LAX Only).

Contractor shall comply with the provisions of the alternative fuel vehicle requirement program (the "Alternative Fuel Vehicle Requirement Program"), if applicable, throughout the

term of this Contract. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are made a material term of this Contract.

Section 27.0 Environmentally Favorable Operations. If applicable, Contractor acknowledges for itself and any subcontractors/concessionaires that its operation of its activities under this Contract will be subject to all LAWA 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.”

Section 28.0 Municipal Lobbying Ordinance. Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Contract.

Section 29.0 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 30.0 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].

30.1 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.

30.1.1 The above provision binds the Contractor and [its] 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.

30.2 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 E, 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 E:

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

30.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection 30.1. 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.

30.4 Contractor agrees that it shall insert the provisions found in Subsections 30.1 and 309.2, inclusive of Exhibit E 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.

Section 31.0 Miscellaneous.

31.1 Fair Meaning. The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either LAWA or Contractor.

31.2 Section Headings. The section headings appearing herein are for the convenience of LAWA and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

31.3 Void Provisions. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

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

31.5 Laws of California. This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the Southwest District of the California Superior Court located in the County of Los Angeles.

31.6 Gender. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

31.7 Amendments to Ordinances and Codes. The obligation to comply with any Ordinances and Codes which have been incorporated into this Contract by reference shall extend

to any amendments which may be made to those Ordinances and Codes during the term of this Contract.

Section 32.0 Entire Agreement. This Contract, the exhibits attached hereto, and other materials referenced herein, contain the entire agreement between the parties hereto and supersede any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

Section 33.0 Execution. 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. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Contract, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has caused this Contract to be executed on its behalf by the CEO and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
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: _____

By: _____
Deputy City Attorney

John Ackerman
Chief Executive Officer
Department of Airports

ATTEST:

LUTRON SERVICES CO., INC.

By: Chase Zimnik 2025.10.22 16:39:15-04'00'
Signature (Secretary)
Chase Zimnik

Print Name

By: mkennet signed by mkennet
mkennet
I agree to the terms defined by the
content of my signature on this document
2025 10 22 15 48 24-04'00'
Signature
Michael Kennet

Print Name

Inside Sales Leader
Print Title

Technology Support Plan Order Form

Customer Name: LAWA

Effective Date:

Annual Rate: \$ 121,072.00

Payment Frequency: Annually: Quarterly: Monthly:

*****TSP and SMA Bundle Price**

Covered Lutron Job Name(s) & Number(s) on Page 2

Initial Term:

At Customer's option, multiple years may be purchased at the Annual Rate; the total duration of this price assurance not to exceed:

- 1 Year
- 2 Years
- 3 Years
- 4 Years
- 5 Years

Year 6-7 are optional years

Technology Support Plan Level	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Silver	Gold	Platinum
100% Diagnostic Labor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
100% Parts Coverage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2 Hours of Remote Programming per Year	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
24/7 Technical Phone Support	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
72 Hour Response Time	<input checked="" type="checkbox"/>		
48 Hour Response Time		<input checked="" type="checkbox"/>	
24 Hour Response Time			<input checked="" type="checkbox"/>
Priority Technical Support Line			<input checked="" type="checkbox"/>
Annual Utility Day		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

*Plan summaries; See coverage section for details

Billing Contact:

Contacts Name:	
Street Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Purchase Order Number: <small>(for reference purposes only)</small>	

Site Contact:

Contacts Name:	
Street Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	

Custom Services

WSS Coverage:

Number of Annual Utility Days: 12

The \$121,072 is the Bundle Price including both Silver TSP and SMA. 5 Years with 2 optional years.

Pricing expires at the close of business _____; any agreement signed thereafter subject to pricing adjustment.

Customer:

Signature:	SIGN HERE
Name (Print):	
Title (Print):	

Signature:	SIGN HERE
Name (Print):	
Title (Print):	

By signing, the parties agree to be bound by the terms of this Technology Support Plan. After Lutron Services Co., Inc. ("LSC") receives Customer's signed document, LSC will send a fully executed copy to you. You will be invoiced at the start of each Term; if you have not included the first payment with submission of the signed document, you will receive an invoice within 4 weeks of the effective date.

Lutron Services Co., Inc., | Attn: Service Sales Manager | 7200 Suter Road | Coopersburg | PA | 18036

Equipment List

Lutron Job Name(s):	LAWA
Lutron Job Number(s) & System(s):	Assets in included on table
Equipment Location(s):	1 World Way LA CA, 90045

Lutron Services Company

Technology Support Plan

Lutron Service Support Plan Terms and Conditions:

Part A: Coverage & Procedures:

[part a lutron service support plan terms and conditions.pdf](#)

Part B: Service Support Plan Master Terms:

[part b lutron service support plan terms and conditions.pdf](#)

Appendix A: Current Lutron Warranty Status – Los Angeles International Airport (LAX) - Los Angeles, CA

Lutron Job Name	Lutron Job Numbers	Lutron System Type	Current Coverage
Central Terminal Area (CTA) - Central Utility Plant Replacement	2016774	GRAFIK QS	Silver Coverage until 6/26/2026
One World Lounge	117698	LCP 128	Silver Coverage until 6/26/2026
Star Alliance Lounge	118102	LCP 128	Silver Coverage until 6/26/2026
AAL East Ticketing	19014	GRAFIK 4000	Silver Coverage until 6/26/2026
LAX	170463	GRAFIK QS	Silver Coverage until 6/26/2026
Tom Bradley International Terminal (TBIT) - Phase 1 (Q1.5)	121626	Quantum 1.5	Silver Coverage until 6/26/2026
Tom Bradley International Terminal (TBIT) - Phase 2 - West Concourse Modernization (Q14.9 & 29.1)	121626	Quantum 1.5	Silver Coverage until 6/26/2026

Tom Bradley International Terminal (TBIT) - Phase 3 - West Core (Q13.0, 15.0, 16.7, 17, 18.0, 24.0, 36.0 & 41.0)	121626	Quantum 1.5	Silver Coverage until 6/26/2026
New Face of the Central Terminal Area (CTA) (Q-19.2, 21.0, 28.0, & 31.0)	121626	Quantum 1.5	Silver Coverage until 6/26/2026
Tom Bradley International Terminal (TBIT) - Concessions (Q25.2 & 37.0)	121626	Quantum 1.5	Silver Coverage until 6/26/2026

LAX - TBIT Renovation	2029971	Quantum 1.5	Silver Coverage until 6/26/2026
LAX - Terminal 4 - TBIT Connector	2028202	Quantum 1.5	Silver Coverage until 6/26/2026
LAX TERMINAL 2, LEVEL 1, 3, and 4	2034652	Quantum 1.5	Silver Coverage until 6/26/2026
Virgin Atlantic Clubhouse LAX	2040533	Quantum 1.5	Silver Coverage until 6/26/2026
InMotion Entertainment LAX Airport	2048546	Energi Savr Node	Silver Coverage until 6/26/2026
LAX United Terminal 7 & 8	2048718	Quantum 1.5	Silver Coverage until 6/26/2026
LAX Terminal 2- Finishes	2023025	Quantum 1.5	Silver Coverage until 6/26/2026
Etihad Airways Lounge - LAX	2056463	Energi Savr Node	Silver Coverage until 6/26/2026
LAX-Admin East Building Meeting Conferene Hall	2131777	Grafik QS	Silver Coverage until 6/26/2026
LAX Terminal 1 Modernization	2034230	Quantum 1.5	Silver Coverage until 6/26/2026

Communications Center	11451	UCIP	Silver Coverage until 6/26/2026
Encounter Theme Rest	13865	Other	Silver Coverage until 6/26/2026
T5 American Airlines Concourse Apron	2124350.1	Quantum	Silver Coverage until 6/26/2026
T5 American Airlines Concourse Apron	2124350.2	Quantum	Silver Coverage until 6/26/2026

LAX AA T5	2102334.1	Quantum	Silver Coverage until 6/26/2026
LAX AA T4T5 - Sensor Add	2102334.3	Quantum	Silver Coverage until 6/26/2026
LAX AA T4	2102334.4	Quantum	Silver Coverage until 6/26/2026
LAX AA T4 Adder	2102334.6	Quantum	Silver Coverage until 6/26/2026
LAX AA T4T5 Sensor Add	2102334.10	Quantum	Silver Coverage until 6/26/2026
LAX AA T4 Admin and Level 1 Add	2102334.11	Quantum	Silver Coverage until 6/26/2026
LAX Terminal 1.5	2095425	Quantum	Silver Coverage until 6/26/2026
NEW Lutron Assets Added to Contract			
Concourse and Apron	2124350.1-2	Quantum	Silver Coverage until 6/26/2026
Terminal 4-5	2110577.1-7	Quantum	Silver Coverage until 6/26/2026
Terminal 2-3	2095483.4	QSStandalone	Silver Coverage until 6/26/2026
LAX T5 Delta Sky Club	2194893	Quantum	Silver Coverage until 6/26/2026
Terminal 5	2113412	Quantum	Silver Coverage until 6/26/2026
Terminal 4	2152340	Quantum	Silver Coverage until 6/26/2026
Terminal 4 BHS	2162431	Quantum	Silver Coverage until 6/26/2026

FB Brickyard	2111407	Quantum	Silver Coverage until 6/26/2026
Polaris Lounge	2097025	Quantum	Silver Coverage until 6/26/2026
Terminal 5 TBIT	2112267	Quantum/QS	Silver Coverage until 6/26/2026

October 11, 2025

Lutron Software Maintenance Agreement | Los Angeles International Airport (LAX)

I am pleased to provide you with a quote for a Software Maintenance Agreement for the Lutron Quantum Software installed at Los Angeles International Airport (LAX) in Los Angeles, CA. In the Appendix below, please find details about the current software for your Quantum system.

Most of our customers prefer to protect their computers and servers against security vulnerabilities that Microsoft has identified. This agreement will enable your IT staff to update your Quantum computer or server with any new Microsoft security patches without having to worry about affecting the Quantum software operation. A few of the features and benefits of our Software Maintenance Agreement are listed below.

Software Maintenance Agreement Annual Payment; \$23,918

- Microsoft Operating System Compatibility
 - Testing results that show compatibility with Microsoft's recent software patches
 - Quantum software patches to ensure that conflicting Microsoft patches do not affect the server uptime
- Database Compatibility
 - Quantum updates or modifications for continued interoperability with supported Microsoft SQL Server updates
- Quantum Software Version Upgrades
 - No additional license fees for Licensee to upgrade Quantum software
 - Note: Software version upgrades will usually require on-site upgrade assistance; contact Lutron Services Company for a quotation
- Email and telephone-based support 1-800-523-9466
- Extension of the software warranty for the term of the agreement

The rate in this quote is valid until 7/1/2026. If you choose to purchase a Software Maintenance Agreement after that date, I will need to provide you with another quote. When you have decided to purchase coverage, please contact me for an order form. If you have any questions about this quotation, please do not hesitate to contact me.

Best Regards,

Chase Zimnik

Senior Service Sales Specialist

Lutron Services Co.

czimnik@lutron.com

Cell: 484-408-4749

Customer Service: 1-844-588-7661

[Schedule a Visit \(lutron.com\)](https://www.lutron.com)

Appendix A: Current Quantum System Software – Los Angeles International Airport (LAX) - Los Angeles, CA

Lutron Job Name	Lutron Job Number	Current Coverage
Tom Bradley International Terminal (TBIT) - Phase 1 (Q1.5)	121626	100% Gold Coverage Until 6/21/2025
Tom Bradley International Terminal (TBIT) - Phase 2 - West Concourse Modernization (Q14.9 & 29.1)		
Tom Bradley International Terminal (TBIT) - Phase 3 - West Core (Q13.0, 15.0, 16.7, 17, 18.0, 24.0, 36.0 & 41.0)		
New Face of the Central Terminal Area (CTA) (Q-19.2, 21.0, 28.0, & 31.0)		
Tom Bradley International Terminal (TBIT) - Concessions (Q25.2 & 37.0)		
LAX - TBIT Renovation	2029971	100% Gold Coverage Until 6/21/2025
LAX - Terminal 4 - TBIT Connector	2028202	100% Gold Coverage Until 6/21/2025
LAX TERMINAL 2, LEVEL 1, 3, and 4	2034652	100% Gold Coverage Until 6/21/2025
Virgin Atlantic Clubhouse LAX	2040533	100% Gold Coverage Until 6/21/2025
LAX United Terminal 7 & 8	2048718	100% Gold Coverage Until 6/21/2025
LAX Terminal 1 Modernization	2034230	100% Gold Coverage Until 6/21/2025
LAX Terminal 2-Finishes	2023025	100% Gold Coverage Until 6/21/2025

Added Lutron Assets		
Concourse and Apron	2124350.1-2	Under Base warranty until 3/14/2024 (expired)
Terminal 4-5	2110577.1-7	Under Base warranty until 8/16/2030 (E8)
LAX T5 Delta Sky Club	2194893	Under Base warranty until 9/6/2026
Terminal 5	2113412	Under Base warranty until 8/3/2024 (expired)
Terminal 4	2152340	Under Base warranty until 6/14/2024 (expired)
Terminal 4 BHS	2162431	Under Base warranty until 8/2/2024 (expired)
FB Brickyard	2111407	Under Base warranty until 7/28/2022
Polaris Lounge	2097025	Under Base warranty until 12/16/2022
Terminal 5 TBIT	2112267	Under Base warranty until 10/14/2021

Service Support Plan Coverage and Procedures

Congratulations on purchasing a Lutron Service Support Plan! The following pages provide important information about what your Plan includes, what your Plan does not include, and how to get help.

1 Definitions

- 1.1 “Lutron” means Lutron Electronics Co., Inc.
- 1.2 “LSC” means Lutron Services Co., Inc.
- 1.3 “Plan” means a Service Support Plan.
- 1.4 “System” means the Lutron-manufactured lighting control system(s) covered by this Plan. The System is composed of:
 - 1.4.1 Lutron commercial lighting control system panels, controls, processor panels, wall box products, and sensors (collectively, “Hardware”),
 - 1.4.2 Lutron’s commercial systems software (“Lutron Software”).

2 What This Plan Covers

All Plans include Service Coverage, Parts Coverage, and Flex Onsite Visits and or Flex Remote Sessions (Quantity varies based on customer request).

- 2.1 Service Coverage.
 - 2.1.1 24/7 Technical phone support (excluding Lutron holidays).
 - 2.1.2 Two hours of remote programming each year dependent on the customer to schedule.
 - 2.1.3 On-site or remote service to troubleshoot and diagnose the System. For all service support plans, troubleshooting and diagnostic service includes:
 - 2.1.4 All services performed by qualified LSC Field Service Representatives.
 - 2.1.5 Service available from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Lutron holidays are excluded.
 - 2.1.6 LSC travel costs are included.
 - 2.1.7 After-hours and weekend services are available on request but are subject to additional costs and minimum charges. The charges will be presented to you for approval before dispatch.
 - 2.1.8 Remote service requires customers to provide VPN or secured internet connection.
- 2.2 Parts Coverage.
 - 2.2.1 100% coverage for Hardware (following expiration of original limited product warranty). Important: certain exclusions apply. See Section 3 below.
 - 2.2.2 Parts coverage is based on commercial availability. Coverage may be provided as repair or replacement, including with used or remanufactured parts.
 - 2.2.3 Repaired or replaced parts remain eligible for coverage under this Plan but are not covered by Lutron’s limited product warranties.
- 2.3 Flex Onsite Visits and/or Flex Remote Sessions.
 - 2.3.1 See Order Form for the number of Flex Onsite Visits and/or Flex Remote Sessions

2.3.2 Flex Onsite Visits may be used for:

- Training: includes scheduled System programming and implementation training for facility staff. Sessions may be tailored to specific staff or facility needs, per request.
- System Optimization: includes a consultative visit for identification and implementation adjustments and/or strategies to enhance energy savings.
- Preventive Maintenance: includes scheduled visits for asset management, system check, and alert review.

2.3.3 Flex Remote Sessions may be used for:

- Preventative Maintenance: A remote complete system check, and alert review.
- System Optimization Discussion: A session to review current Sequence of Operations (SoO) and discuss areas that could benefit from energy savings-related changes, and performance-related changes.
- Remote Training: A scheduled supplemental remote system training for site personnel.
- Installed System Documentation: Provide updated documentation of all installed system hardware and software components.

3 What This Plan Does NOT Cover

3.1 Service Exclusions:

- 3.1.1 Labor costs to remove and reinstall Hardware, Drivers, other System components, fixtures, window shades/components, batteries, and/or line voltage electrical equipment.
- 3.1.2 Services requiring a licensed electrician or electrical contractor.

3.2 Parts Exclusions:

- 3.2.1 Lutron ballasts and Lutron LED drivers are not covered under the Service Support Plans
- 3.2.2 Replacement batteries, fluorescent ballasts, window shades/components, and GP Dimming Cards manufactured before 2015.
- 3.2.3 Non-Lutron components and equipment, including lamps, non-Lutron ballasts/LED drivers, sockets, fixtures, fixture wiring between ballasts and lamps, building wiring, A/V equipment, non-Lutron timeclocks and sensors, and local area networks.
- 3.2.4 Computers, network equipment, and software (including backup of System database).
- 3.2.5 Window Shade Solutions.
- 3.2.6 Components that are obsoleted during the Plan term. Contact Lutron for assistance with obsolete components.

3.3 Root Cause Exclusions:

- 3.3.1 Repairs, parts, or adjustments to the System that LSC reasonably determines are required due to:
- Abuse, misuse, or accident, such as use of incorrect line voltage, fuses or protection devices; failure to follow operating and maintenance instructions; failure to comply with electrical codes; unauthorized repairs/adjustments; vandalism or theft; fire, water damage, flood, "Acts of God", or other problems beyond LSC's control.
 - Malfunctions caused by non-Lutron supplied equipment.

- Any non-Lutron software that is connected to or used with the System.
- Programming changes made by anyone other than an LSC Field Service Representative or one of its Authorized Service Center agents.

4 How to Get Service

- 4.1 To schedule a visit, please have your Lutron System's Job Number ready and:
 - 4.1.1 Call +1 888-LUTRON1 (588.7661) and follow prompts to be connected to LSC Field Service Scheduling.
 - 4.1.2 Tech Support +1 888-LUTRON1 (588.7661) and follow prompts for Technical Support
- 4.2 For customers with 24-Hour Response Time, please refer to the Priority Support Line at +1 844-604-2451 and reference your job number to proceed.

Technology Support Plan Master Terms

1 Documents and Terms

1.1 When you purchase a Lutron Technology Support Plan, you and Lutron Services Co., Inc. (“LSC”) are agreeing to the following:

1.1.1 these Lutron Technology Support Plan Master Terms (the “Terms”),

1.1.2 your Order Form (the “Order Form”), and

1.1.3 the Service Support Plan Coverage and Procedures attached to your Order Form or available on Lutron.com (the “Coverage Document”).

Together, those three documents form the entire agreement between you (“Customer”) and LSC (the “Agreement”), and you acknowledge that no other terms and conditions apply, regardless of how and when they were presented to LSC and where they are contained. For clarity, this means that no terms set forth in any Customer vendor portal or purchase order will apply.

1.2 In these Terms, certain words may be capitalized but not defined. Those words have the same meanings as provided in the Coverage Document.

1.3 In these Terms, certain sections of text are set off in boxes and italics, like this:

We recognize that you may not be familiar with Lutron products and services. Lutron is the world’s leading designer and manufacturer of lighting controls and shade products. Lutron lighting controls are designed to be simple and intuitive in use, but that simplicity can mask the complexity and technology that goes into managing and supporting commercial lighting controls systems.

LSC is Lutron’s service division, and our field service representatives are highly skilled and specialized technicians with expertise in diagnosing, programming, and supporting Lutron lighting control systems. Our service representatives have more in common with network engineers than with electricians.

Text in these boxes is provided to explain or provide additional context and does not form a part of these Terms.

2 Invoices and Taxes

2.1 Please note that Plan pricing assumes annual billing in advance. Other billing frequencies may be subject to additional cost.

2.2 Invoices are due and payable either (i) on receipt or (ii) if Lutron has agreed (in its sole discretion) to extend credit, on the payment terms stated on the invoice.

2.2.1 Invoices not timely paid are subject to an interest charge of 1.5% per month on any unpaid balance or the maximum rate allowed by law (whichever is lower), accruing from the invoice due date.

2.2.2 In the case of any good-faith dispute as to the amount due, the Customer must pay all amounts not in dispute.

2.3 Customer agrees that it will not assert any offset or counterclaim against any invoice.

2.4 Customer will be solely responsible for any sales, use and value-added taxes. LSC will invoice for and collect applicable taxes as a separate line item. All payments to LSC will be made without deduction of or withholding for any present or future taxes, levies, duties, or other charges of whatever nature.

3 Warranties and Warranty Disclaimer

The System is composed of numerous electronic components that interact with multiple equipment and systems not provided by Lutron. In addition, the System is designed to allow a degree of user modification and, of course, requires continued electrical power to operate.

As a result, LSC cannot warrant that the System will always operate as desired. LSC does warrant that we will carry out the Services as described (including, of course, our obligation to provide Parts Coverage).

- 3.1 LSC represents and warrants that it will perform all services set forth on the Order Form and Coverage Document (collectively, the "Services") in a diligent and professional manner and in accordance with applicable industry standards.
- 3.2 LSC makes no warranty that the System will operate continuously or error free.**
- 3.3 Notwithstanding the foregoing, if LSC is unable to resolve a covered problem within ten support visits, then Customer may terminate the Agreement and LSC will refund all amounts paid for the then-current Plan year.

4 Indemnification and Hold Harmless

- 4.1 LSC agrees to indemnify, defend, and hold harmless Customer from and against any liability or loss (including reasonable attorneys' fees and other costs of defense) suffered or incurred by Customer as a result of or in connection with any third-party demand, claim, action or proceeding (collectively, "Claims") to the extent arising from (i) personal injury, including death, and/or damage to or destruction of tangible property resulting from the negligence or willful misconduct of LSC, (ii) LSC's gross negligence or willful misconduct, (iii) LSC's material breach of the Agreement, or (iv) any allegation that the provision of Services hereunder violates or infringes upon any registered patent, copyright or trademark of a third party.
- 4.2 Customer must promptly notify LSC (Attn: General Counsel) of all Claims. LSC will have the exclusive rights to defend, control, settle and compromise any Claim, provided however, that LSC will consult with Customer regarding any settlement or compromise that includes substantive terms beyond a monetary settlement. Further, if LSC assumes the defense of a Claim and Customer desires to retain its own counsel with respect to such Claim, Customer may do so provided such counsel is retained at Customer's sole cost and expense.
- 4.3 In response to any Claim asserting infringement, LSC may, in its discretion, (i) procure rights for Customer's continued use of the affected Service, (ii) replace or modify the allegedly infringing portion of the Service with a substantially similar non-infringing equivalent or, if neither (i) nor (ii) is commercially feasible, (iii) terminate the Agreement and refund to Customer all amounts paid for the then-current Plan year.
- 4.4 LSC's obligations in this Section do not apply to any Claim to the extent resulting from (i) Customer's negligence or misconduct or (ii) use of the Services in combination with items not provided by LSC or Lutron.

5 Limitation of Liability

- 5.1 In no event shall any party hereto be liable for any loss of use, revenue, or profit, or for any incidental, consequential, special, punitive, or exemplary damages in connection with the Agreement even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

5.2 In no event shall LSC's entire, collective liability arising out of or in connection with the Agreement, whether due to breach of contract, tort, or otherwise, exceed the greater of (i) the aggregate fees payable to LSC for the Initial Term and (ii) \$100,000.

5.3 The foregoing limitations shall not apply to LSC's indemnification obligations under Section 4.

6 Term; Termination

6.1 Term: The initial service period is set forth on the Order Form (the "Initial Term"). Following the Initial Term, the service period will automatically be renewed annually (each, a "Renewal Term"), unless either party provides written notice to the contrary at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. LSC reserves the right to modify the Annual Rate and to modify the Coverage Document for any Renewal Term and will provide the Customer with at least thirty (30) days' written notice of such modifications. Systems that are no longer actively sold by Lutron are not eligible for automatic renewal and will therefore terminate at the end of the Initial Term.

Many of our products remain in service for decades, but eventually all good things must come to an end; Lutron does occasionally discontinue a particular product line, and replacement parts and components may cease to be available. In those cases, we may need to discontinue coverage but will only do so after the Initial Term has expired, and we will give advanced notice of the change.

6.2 Termination by Customer: Customer may cancel coverage by providing 30 days' written notice to LSC. Upon termination, LSC will provide a pro-rata refund of any prepaid fees less an early termination fee equal to 10% of the annual rate for each full remaining year. The early termination fee will be offset against the amount of any pro-rata refund of prepaid fees due from LSC.

We understand that needs change and so we give our customers the flexibility to cancel at any time. When we price multi-year plans our customers benefit from a fixed price for the Initial Term: effectively, we offer a discount for a longer commitment. The early termination fee is not intended as a penalty or to discourage termination but permits us to recoup the discount we gave at Plan commencement.

6.3 Termination by LSC: LSC may terminate this Agreement by providing 30 days advance written notice to Customer; in the event of LSC's termination, LSC shall provide a pro-rata refund to Customer.

7 Intellectual Property

Customers seek out our services because they recognize that we have unparalleled skill and know-how when it comes to Lutron products. That know-how is at the core of our business, and what allows us to efficiently and effectively maintain your System.

That said, we strive to continually improve our methods and skills and, if we do develop new methods and skills while servicing your System, we want to be clear that those methods and skills belong to us.

You are of course free to retain and continue to use trip reports, summaries and other routine documents that we may provide you in connection with the Services, and you continue to own any information that you provide to us. And your rights to use any Lutron Software are addressed by the applicable license or subscription agreement, and not these terms.

7.1 The parties do not intend for LSC to create any intellectual property for or on behalf of Customer under this Agreement, and LSC retains all ownership and rights in and to its intellectual property, whether developed while providing the Services or otherwise.

7.2 Notwithstanding the foregoing:

- 7.2.1 LSC grants Customer a perpetual, irrevocable, fully-paid up license to use for its own internal business purposes, all routine operational documents prepared by LSC and provided to Customer regarding the Services performed.
- 7.2.2 LSC makes no claim as to Customer's Confidential Information or any materials or information provided by or about Customer, which remain Customer's property.

8 Confidentiality

- 8.1 Definition. Each party acknowledges that the other party has developed and is the exclusive owner of a substantial body of proprietary or confidential information, including both information that is marked as "confidential" or "proprietary" and information that would reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure (collectively, "Confidential Information").
- 8.2 Nondisclosure. Except with the prior written consent of the disclosing party or as specifically provided herein, the receiving party (hereinafter, "Recipient"), as well as its directors, officers, and employees (collectively, "Representatives"), shall not disclose or permit the disclosure to any third party, including, without limitation, Recipient's affiliates, of any Confidential Information which has been or may be given or shown to it, or to which it has been or may be granted access by the disclosing party, its affiliates, or representatives, or which Recipient's Representatives may acquire while on the disclosing party's premises. Recipient shall protect the Confidential Information against disclosure to third parties, using at least the degree of care that Recipient uses to protect its own confidential information, but in no case less than a reasonable degree of care.
- 8.3 Restricted Use of Confidential Information. Recipient and its Representatives shall use any Confidential Information disclosed to it or them solely for to carry out their respective obligations under this Agreement. Recipient shall limit the dissemination of any Confidential Information to those of its Representatives who need to know such information, and who are informed of their obligation to maintain the confidential nature of such information and limitations on its use. Recipient agrees to be responsible for any breach of this Agreement by its Representatives.
- 8.4 Permitted Exceptions. Recipient shall be under no obligation with respect to any Confidential Information of the disclosing party that: (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Recipient or any of its Representatives; (ii) is known to Recipient or any of its Representatives at the time of disclosure; (iii) was received by Recipient or any of its Representatives after the time of disclosure hereunder on a nonconfidential basis from a third party who Recipient reasonably believes had a legal right to make such disclosure; or (iv) is subsequently developed by Recipient without the use of such Confidential Information.
- 8.5 Mandatory Disclosures. If Recipient becomes legally compelled (by interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Recipient agrees to provide the disclosing party with prompt notice of such request(s) so that it may seek an appropriate protective order or other appropriate remedy and/or waive Recipient's compliance with the provisions of this Agreement. If the disclosing party has not obtained a protective order or other remedy within a reasonable period of time after notice by Recipient, or if the disclosing party waives compliance with the provisions of this Agreement, Recipient agrees to furnish only that portion of the Confidential Information that, in the reasonable opinion of Recipient's counsel, is legally required to be furnished.

9 Data Protection and Privacy

We understand that privacy and data security are of critical importance, and Lutron is committed to the security and privacy of our customers' information. Our products are designed with security and privacy in mind. We take security seriously and we follow industry best practices around securing data, monitoring for potential abuse, and updating systems.

With that background, it's important to note that the System and the operational systems LSC uses to support Customer do not require, and are not designed for, the Processing of protected health information, Personal Information (other than routine business contact information), or personal non-public financial information. As a result, we encourage our customers to segregate our lighting controls systems from others that may handle those types of sensitive information.

Finally, note that your use of the System is subject to one or more Lutron privacy notices, available at <https://privacy.lutron.com/us/en>.

9.1 Definitions

- 9.1.1 "Personal Information" means any information LSC processes for Customer that (A) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in LSC's possession or control or that LSC is likely to have access to, or (B) the relevant Privacy and Data Protection Requirements otherwise define as protected personal information.
- 9.1.2 "Privacy and Data Protection Requirements" means all applicable federal, and state laws and regulations relating to the processing, protection, or privacy of Personal Information.
- 9.1.3 "Processing, processes, or process" means any activity that involves the use of Personal Information or that the relevant Privacy and Data Protection Requirements may otherwise include in the definition of processing, processes, or process. It includes obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data including, but not limited to, organizing, amending, retrieving, using, disclosing, erasing, or destroying it. Processing also includes transferring Personal Information to third parties.

9.2 Customer's Responsibilities

- 9.2.1 Before disclosing to LSC or granting LSC with access to its data, Customer must identify in writing any personal, technical, or other data provided or made accessible to LSC that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws. Customer retains control of the Personal Information and responsible for its compliance obligations under the applicable Privacy and Data Protection Requirements, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the LSC.
- 9.2.2 Customer is responsible for its network security and is advised to properly segregate lighting control systems from systems processing Customer's personal data and business data. The System, if not properly segregated from other systems, will not meet specialized industry (such as healthcare and financial services industries) data processing requirements.

9.3 LSC's Privacy and Data Protection Commitments

- 9.3.1 If LSC Processes any Personal Information while providing Services, it acts as a "service provider" and is neither a controller nor owner thereof. Accordingly, LSC: (A) will not sell or share any Personal Information received by us under this Agreement; (B) will Process Personal Information only to the extent necessary to perform any Services requested by Customer, and (C) will not retain, use, or disclose Personal Information to another

business, person, or third party, except for the purpose of maintaining or providing the Services or exercising our rights as specified in this Agreement, or to the extent such disclosure is required by law. At Customer's written request, and at Customer's cost, LSC shall reasonably assist Customer in addressing its obligations under Privacy and Data Protection Requirements with regard to privacy rights requests related to your Personal Information held by us, directly resulting from our business relationship with you. LSC reserves the right to decline such a request where, as determined in its sole discretion, the request for assistance could violate or impair a consumer's rights under Privacy and Data Protection Requirements.

- 9.3.2 LSC will at all times: (A) implement appropriate technical and organizational measures designed to safeguard Personal Information against unauthorized or unlawful processing, access, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, destruction, unavailability, or damage; (B) take reasonable precautions to preserve the integrity of any Personal Information it processes and to prevent any corruption or loss of the Personal Information; and (C) promptly advise Customer of any inadvertent disclosure of sensitive information to LSC and work collaboratively to eliminate the sensitive data from LSC's information systems.

10 Compliance with Trade Laws

Each of Customer and LSC represents and warrants to the other that neither it, nor any parent, subsidiary, affiliate, or associated company of it, is (A) included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by the US Department of Treasury's Office of Foreign Assets Control; Denied Parties List, Unverified List or Entity List maintained by the US Department of Commerce's Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the US Department of State's Directorate of Defense Trade Controls, or (B) located in a jurisdiction that is subject to U.S. territorial sanctions, including at the time of this Agreement Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of Ukraine.

11 Non-Solicitation

We believe that our service representatives are the best at what they do, both because of their exceptional dedication and because we make substantial and ongoing investments in their training. As a result, we ask that our customers not solicit LSC employees that you may meet as a result of this Agreement.

- 11.1 To the maximum extent permitted by applicable law, while this Agreement is in effect, and for twelve (12) months after its expiration or termination, Customer agrees that it shall not directly or indirectly solicit for employment, any employee of LSC with whom Customer has had contact in connection with performance of this Agreement.
- 11.2 The foregoing shall not apply to:
- 11.2.1 Individuals hired as a result of the use of a general solicitation (such as an advertisement, in newspapers, or on radio or television) not specifically directed to the employees of LSC;
 - 11.2.2 LSC employees who independently and on their own initiative pursue employment opportunities with Customer.

12 Safety and Insurance

- 12.1 Your safety requirements: LSC will perform the Services in substantial compliance with any reasonable security and safety instructions of which you have provided us with prior written notice.
- 12.2 Our safety requirements: in addition, we will perform the Services in compliance with our standard safety procedures, which may require that the System be temporarily disabled or that the System, and equipment connected to it, be de-energized.

12.3 During the Term, LSC will maintain and, upon your written request will furnish a certificate of insurance evidencing, the following coverages:

<u>General Liability</u>	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Product & Completed Operations Aggregate	\$1,000,000
Umbrella/Excess	\$5,000,000
<u>Employer's Liability</u>	
Bodily Injury by Accident (each accident)	\$100,000
Bodily Injury by Disease (each employee)	\$100,000
Bodily Injury by Disease (Policy Limit)	\$500,000
<u>Worker's Compensation</u>	
Statutory requirements on Worker's Compensation for all employees.	
<u>Auto Liability</u>	
Each Occurrence (Physical damage self-insured)	\$1,000,000
<u>Cyber/Technology E&O</u>	\$5,000,000

13 Miscellaneous

- 13.1 This Agreement is the complete agreement between Customer and LSC regarding the services provided hereunder and replaces any prior oral or written communications between Customer and LSC regarding such services.
- 13.2 None of LSC's employees or agents may orally vary the terms and conditions of this Agreement.
- 13.3 LSC's failure to exercise, delay in exercising, or single or partial exercise of any right, power, or privilege under this Agreement shall not operate to waive or preclude LSC's right to exercise such rights, power, or privileges.
- 13.4 If any part of this Agreement is held to be invalid or unenforceable, it will not affect the validity or enforceability of the rest of the Agreement. Without further action of the parties, that part will be reformed to the minimum extent necessary to make it valid and enforceable.
- 13.5 Any modification of this Agreement must be signed in writing by authorized representatives of Customer and LSC.
- 13.6 This Agreement may not be assigned by Customer without LSC's prior consent, provided that Customer may assign this Agreement to its parent or a subsidiary upon written notice to LSC.
- 13.7 This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Customer hereby expressly consents to the exclusive jurisdiction of the Pennsylvania courts to settle any disputes arising from these Terms or the provision of services to Customer.

Administrative Requirements

Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. **This Packet should be bound separately from other parts of your bid/proposal and clearly labeled “Administrative Requirements Packet”.** Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports
Procurement Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-5380
Fax: (424) 646-9262
E-mail: ProcurementRequirements@lawa.org
Internet: <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>

1. VENDOR ID QUESTIONNAIRE

The Vendor ID form requires general information about a bidder/proposer’s business as well as the Seller’s Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm’s City of Los Angeles contracts (if applicable).

- **Seller’s Permit Number**

The Seller’s Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.cdtfa.ca.gov/services/permits-licenses.htm>.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (844) 663-4411, Web: <http://finance.lacity.org>.

- **Out-of-state Vendors**

The State of California requires the City of Los Angeles (City) to withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms. The tax withholding rate is seven percent (7%) of payments subject to withholding.

If you are out-of-state vendor, please return one of the following forms to help the City clarify your nonresident tax withholding status:

- Form 590, Withholding Exemption Certificate, certifying exemption from the withholding requirement.
- Form 587, Nonresident Income Allocation Worksheet, which allocates the expected income under the City contract for work completed within and outside of California
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, Nonresident Withholding Waiver Request to the CAFTB)
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 Nonresident Reduced Withholding Request to CAFTB)

2. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)

Persons who submit a response to this Request for Bid/Proposal/Qualifications are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders/proposers/respondents may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders/proposers/respondents, 12 months after the contract is signed. The bidder's/proposer's/respondents' principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders/Proposers/Respondents must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor

EXHIBIT D

Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Bidder Contributions CEC Form 55
- Los Angeles City Ethics Commission Special Bulletin, available at http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf

3. CONTRACTOR RESPONSIBILITY PROGRAM

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

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

For the list of Contractor Responsibility Program respondents, please visit our website www.lawa.org -> Contractor Responsibility Program -> Contractor Responsibility Program Questionnaire Respondents.

Attachments:

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

4. EQUAL BENEFITS ORDINANCE

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

Bidders/Proposers/Lessees must submit the Equal Benefits Ordinance Compliance Affidavit (2 pages) with Bid/Proposal/Lease.

The Equal Benefits Ordinance Compliance Affidavit shall be valid for a period of twelve months. Bidders/Proposers/Lessees do not need to submit supporting documentation with their bids or proposals or leases. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders/Proposers/Lessees seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or call Procurement Services at (424) 646-5380.

Attachment:

- EBO Compliance Affidavit

5. INSURANCE

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to the commencement of this contract, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer must provide acceptable evidence of insurance as explained in the attachments prior to the commencement of the contract. Said acceptable evidence of insurance must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at www.lawa.org -> Administrative Requirements -> Insurance.

6. MUNICIPAL LOBBYING ORDINANCE

The City's Municipal Lobbying Ordinance, the Los Angeles Municipal Code, Section 48.09 requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by

the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

Failure to submit the Bidder Certification CEC Form 50 with the bid/proposal will render the bid/proposal non-responsive.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Municipal Lobbying Ordinance, available at http://ethics.lacity.org/PDF/laws/law_mlo.pdf.
- Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=586.

ADMINISTRATIVE REQUIREMENTS THAT DO NOT REQUIRE FORMS

The following administrative requirements are language only. They are included as **ATTACHMENT 1**. Submit any questions you may have regarding these ordinances to the LAWA Procurement Services Division at ProcurementRequirements@lawa.org or at (424) 646-5380.

- Affirmative Action
- Alternative Fuel Vehicle Requirement Program
- Assignment of Anti-Trust Claims
- Child Support Obligations
- Living Wage Ordinance

Affirmative Action

AFFIRMATIVE ACTION

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

Los Angeles Administrative Code Section 10.8 to 10.8.4

Sec. 10.8. Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to contract only with those contractors that comply with the non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to non-discrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22.359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving non-discrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations and forms provided by the Office of Contract Compliance to monitor, inspect or investigate contractor compliance with the provisions of this chapter.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Practices Program.

SECTION HISTORY

Based on Ord. No. 132,533, Eff. 7-25-66.

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

EXHIBIT D

■ **Sec. 10.8.1. Definitions.**

Except for Section 10.8.2.1, the following definitions shall apply to the following terms used in this article:

"Awarding Authority" means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for, or on behalf of, the City of Los Angeles.

"Contract" means any agreement, franchise, lease or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any Awarding Authority thereof. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention, as determined by the DAA, are exempt.

"Contractor" means any person, firm, corporation, partnership or any combination thereof, who enters into a contract with any Awarding Authority of the City of Los Angeles.

"Designated Administrative Agency (DAA)" means the Department of Public Works, Office of Contract Compliance created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code. That office is also known as the Department of Public Works, Bureau of Contract Administration.

"Domestic Partners" means, for purposes of this article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by an employer of at least one of the domestic partners.

"Employment Practices" means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

"Minority" is defined to mean "minority person" as the phrase is defined in Subsection (f) of Section 2000 of the California Public Contract Code, as amended from time to time.

"Subcontractor" means any person, firm or corporation or partnership, or any combination thereof, who enters into a contract with a Contractor to perform or provide a portion or part of any Contract with the City.

SECTION HISTORY

EXHIBIT D

Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 168,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.1.1. Summary of Thresholds.

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

Non-discrimination Practices as outlined in Section 10.8.2 of this Code apply to all contracts.

Equal Employment Practices as outlined in Section 10.8.3 of this Code apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

Affirmative Action Program as outlined in Sections 10.8.4 and 10.13 of this Code applies to all Construction Contracts of \$25,000 or more and all non-Construction Contracts of \$25,000 or more.

SECTION HISTORY

Added by Ord. No. 173,186, Eff. 5-22-00.
Amended by: In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.2. All Contracts: Non-discrimination Clause.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every Contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the Contractor in the performance of such Contract not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All Contractors who enter into such Contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 164,516, Eff. 4-13-89; Ord. No. 168,244, Eff. 10-18-92; Title and Sec., Ord. No. 172,910, Eff. 1-9-00; Title and Section, Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.2.1. Equal Benefits Ordinance.

(a) **Legislative Findings.** The City awards many contracts to private firms to provide services to the public and to City government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by these businesses.

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

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

(b) **Definitions.** For purposes of the Equal Benefits Ordinance only, the following shall apply.

(1) **Awarding Authority** means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.

(2) **Benefits** means any plan, program or policy provided or offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

(3) **Cash Equivalent** means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for his or her Domestic Partner (or spouse, if

applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an employee with a Domestic Partner (or spouse, if applicable).

(4) **City** means the City of Los Angeles.

(5) **Contract** means an agreement the value of which exceeds \$25,000. It includes agreements for work or services to or for the City; for public works or improvements to be performed; agreements for the purchase of goods, equipment, materials, or supplies; or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.

(6) **Contractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity, that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.

(7) **Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration.

(8) **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.

(9) **Equal Benefits Ordinance** means Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, as amended from time to time.

(10) **Equal Benefits** means the equality of benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(11) **Lease or License** means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

(12) **Subcontractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract. Subcontractors are not subject to the requirements of the Equal Benefits Ordinance unless they otherwise have a Contract directly with the City.

(c) **Equal Benefits Requirements.**

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

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

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

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

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

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

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

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

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

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

(e) **Applicability.**

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

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

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

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

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

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

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

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

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

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

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

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

(g) Administration.

(1) The DAA is responsible for the enforcement of the Equal Benefits Ordinance for all City Contracts. Each Awarding Authority shall cooperate to the fullest extent with the DAA in its enforcement activities.

(2) In enforcing the requirements of the Equal Benefits Ordinance, the DAA may monitor, inspect, and investigate to ensure that the Contractor is acting in compliance with the Equal Benefits Ordinance. Contractor's failure to cooperate with the DAA may result in a determination by the DAA that the Contractor is not in compliance with the Equal Benefits Ordinance, which may subject the Contractor to enforcement measures set forth in Section 10.8.2.1(h).

(3) The DAA shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Ordinance. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

(h) Enforcement.

(1) If the Contractor fails to comply with the Equal Benefits Ordinance:

a. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or

b. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or

c. Monies due or to become due under the Contract may be retained by the City until compliance is achieved;

d. The City may also pursue any and all other remedies at law or in equity for any breach.

e. The City may use failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(i) Non-applicability, Exceptions and Waivers.

(1) Upon request of the Awarding Authority, the DAA may waive compliance with the Equal Benefits Ordinance under the following circumstances:

a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or

b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or

c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or

d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality or accessibility available from another source; or

f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or

g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or

h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.

(2) The Equal Benefits Ordinance does not apply to contracts which involve:

a. The investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:

(i) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or

(ii) The City will incur a financial loss or forego a financial benefit which in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.

(3) The Equal Benefits Ordinance does not apply to contracts for gifts to the City.

(4) Nothing in this Subsection shall limit the right of the City to waive the provisions of the Equal Benefits Ordinance.

(5) The provisions of this Subsection shall apply to the Equal Benefits Ordinance only. The Equal Benefits Ordinance is not subject to the exemptions provided in Section 10.9 of this Code.

(j) **Consistency with Federal or State Law.** The provisions of the Equal Benefits Ordinance do not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations federal or state law, or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with the United States of America, the State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

(k) **Severability.** If any provision of the Equal Benefits Ordinance is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(l) Timing of Application.

(1) The requirements of the Equal Benefits Ordinance shall not apply to Contracts executed or amended prior to January 1, 2000, or to bid packages advertised and made available to the public, or any bids received by the City, prior to January 1, 2000, unless and until those Contracts are amended after January 1, 2000 and would otherwise be subject to the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to competitively bid Contracts that are amended after April 1, 2003, and to competitively bid Contracts that result from bid packages advertised and made available to the public after May 1, 2003.

(3) Unless otherwise exempt, the Equal Benefits Ordinance applies to any agreement executed or amended after January 1, 2000, that meets the definition of a Contract as defined within Subsection 10.8.2.1(b).

SECTION HISTORY

Added by Ord. No. 172,908, Eff. 1-9-00.

Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04; Subsecs. (b)(5) and (g)(2), Ord. No. 184,294, Eff. 6-27-16.

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

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

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

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

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the Contractor to comply with this requirement or to

obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsec. C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.4. Affirmative Action Program Provisions.

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

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

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

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

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

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

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

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the

Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

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

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

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

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

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

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

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

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

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

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;

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

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

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

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

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

SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsecs. B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM

ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY)

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Airport Contract” shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

“Airport Contractor” shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

“Airport Lessee” shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

“Airport Licensee” shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

“Alternative-Fuel Vehicle” shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies.

“CARB” shall mean the California Air Resources Board.

“Covered Vehicle” is defined in Section II below.

“Compliance Plan” is defined in subsection VII.C. below.

“EPA” shall mean the United States Environmental Protection Agency.

“Independent Third Party Monitor” shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this Requirement.

“LAWA” shall mean Los Angeles World Airports.

“LAX” shall mean Los Angeles International Airport.

“Least-Polluting Available Vehicle” shall mean a vehicle that (a) is determined by an Independent Third Party Monitor to be (i) commercially available, (ii) suitable for performance of a particular task, and (iii) certified by CARB to meet the applicable engines emission standard in effect at the time of purchase. Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the

Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“LEV” shall mean a vehicle that meets CARB’s Low-Emission Vehicle standards for criteria pollutant exhaust and evaporative emissions for medium-duty vehicles at the time of vehicle manufacture.

“LEV II” shall mean a vehicle certified by CARB to the “LEV II” Regulation Amendments that were fully implemented as of 2010. A qualifying “LEV II” vehicle shall meet the least polluting standard in the LEV II category that is available at the time of purchase.

“LEV III” shall mean a vehicle certified by CARB to the increasingly stringent “LEV III” Regulatory Amendments to the California greenhouse gas and criteria pollutant exhaust and evaporative emission standards, test procedures, and on-board diagnostic system requirements for medium-duty vehicles.

“Low-Use Vehicle” shall mean a Covered Vehicle that makes less than five (5) trips per month to LAX.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

“Optional Low NOx” shall mean any vehicle powered by an engine that meets CARB’s optional low oxides of nitrogen (NOx) emission standards for on-road heavy-duty engines applicable at the time of purchase.

II. Covered Vehicles.

A. **Covered Vehicles.** These Requirements shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“Covered Vehicles”).

B. **Exemptions.** The following vehicles are exempt from this Requirement:

- i) Public safety vehicles.
- ii) Previously approved vehicles. Vehicles previously approved under the 2007 LAX Alternative Fuel Vehicle Requirement Program are exempt from the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.
- iii) Low-Use Vehicles. Low-use vehicles are exempt from the Compliance Schedule, Section IV, the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.

III. Maximum Allowable Vehicle Age Requirement. In accordance with the Compliance Schedule dates outlined in Section IV, no Covered Vehicle equipped with an engine older than thirteen (13) model years or that has 500,000 or more miles, whichever comes first, shall operate at LAX.

IV. Compliance Schedule.

A. By April 30, 2019, one hundred percent (100%) of the Covered Vehicles operated by a Covered Vehicle Operator shall be (a) Alternative-Fuel Vehicles, (b) Optional Low NOx vehicles or (c) LEV II standard vehicles through 2019 or LEV III standard vehicles thereafter.

B. A new Covered Vehicle Operator who plans to begin operations at LAX prior to April 30, 2019, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX.

V. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Sections III and IV above because neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter, are commercially available for performance of particular tasks, LAWA will instead require Operators to use the Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine whether Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available to perform particular tasks, and, in cases where neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, nor LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

VI. Annual Reporting Requirement.

A. By January 31st of each calendar year, Covered Vehicle Operators must submit to LAWA the vehicle information required on the reporting form accessible online at <https://online.lawa.org/altfuel/> for the prior calendar year.

B. Low-Use Vehicles shall be included in the annual reporting. Where monthly trip data is used to establish low-use, the operator must provide proof such as transponder data records or an attestation acceptable to LAWA.

C. A Covered Vehicle Operator who plans to begin operations at LAX must comply with this reporting requirement prior to commencing operations, and thereafter comply with the annual reporting deadline of January 31st of each calendar year.

VII. Enforcement.

A. **Non-Compliance.** The following circumstances shall constitute non-compliance for purposes of this Section VII:

- i) Failure to submit an annual report pursuant to Section VI above.
- ii) Failure to use an Alternative Fuel Vehicle, an Optional Low NOx vehicle, a vehicle meeting LEV II standards prior to December 31, 2019, or LEV III standards thereafter, an approved Least-Polluting Available Vehicle, or a vehicle approved under LAWA's former Alternative Fuel Vehicle Requirement, including approved comparable emissions vehicles.

iii) Failure to submit a Compliance Plan as defined in subsection VII.C. below within 30 days of notice of non-compliance from LAWA.

iv) Failure to adhere to an approved Compliance Plan as defined in subsection VII.C. below.

B. Notice of Non-Compliance. Covered Vehicle Operators found not to be in compliance with the Alternative Fuel Vehicle Requirement as set forth in subsection VII.A. above will be given a notice of non-compliance. Covered Vehicle Operators will have 30 days to correct the deficiencies documented in the notice of non-compliance by completing the annual report as defined in Section VI or submitting a Compliance Plan as defined in subsection VII.C. below, as applicable to the reason cited for non-compliance.

C. Compliance Plan.

i) Operators shall transition to compliant vehicles as soon as practicable.

ii) Non-compliant Covered Vehicle Operators will be required to submit a Compliance Plan indicating the disposition (salvage, replace, remove from service, etc.) date for each non-compliant vehicle ("Compliance Plan") within 30 days of receiving a notice of non-compliance for a vehicle in the Operator's fleet. The Compliance Plan shall provide dates by which the non-compliant vehicle or vehicles in the Operator's fleet will meet the requirements of the LAX Alternative Fuel Vehicle Requirement and a justification for the new date. The Compliance Plan shall be signed under attestation.

iii) LAWA's Chief Executive Officer or his/her designee shall review the Operator's Compliance Plan and justification to determine its acceptability and authorize approval or disapproval.

iv) Covered Vehicle Operators shall have 30 days to seek review of LAWA's rejection of a Compliance Plan or any parts thereof by LAWA's Chief Executive Officer or his/her designee.

D. Default. Three or more instances of non-compliance with the LAX Alternative Fuel Vehicle Requirement as defined in subsection VII.A above within two years shall be considered a default of the applicable LAX permit, license, contract, lease, Non-Exclusive License Agreement (NELA), concessionaire agreement, and/or Certified Service Provider (CSP) Program. LAWA's Chief Executive Officer or his/her designee may, pursuant to the applicable terms provided therein, suspend or cancel a permit, license, contract, lease, NELA, concessionaire agreement or certified provider certification of non-compliant Covered Vehicle Operators who are not in compliance with this Alternative Fuel Vehicle Requirement. In addition, LAWA's Chief Executive Officer or his/her designee may seek to recoup LAWA's administrative costs from non-compliant operators.

IX. Periodic Review. This Requirement will be reviewed and updated periodically as deemed necessary by LAWA.

Assignment of Anti-Trust Claims

ASSIGNMENT OF ANTI-TRUST CLAIMS

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

GOVERNMENT CODE

SECTION 4550-4554

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

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): _____ Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Awarding Authority (Department awarding the contract): _____

Bidder Name: _____

Bidder Address: _____

Bidder Email Address: _____ Bidder Phone Number: _____

Schedule Summary

Please complete all three of the following:

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

Name

Signature

Title

Date

EXHIBIT D

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

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

Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____

Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Subcontractor's Address

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: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

Form 55 Instructions



TABLE OF CONTENTS

- INTRODUCTION 1**
- CONTACT INFORMATION..... 1**
- BIDDER RESPONSIBILITIES 2**
- PAGE 1: COVER PAGE AND BIDDER INFORMATION 3**
 - A. Original or Amended Filing3
 - B. Reference Number3
 - C. Date Bid Submitted3
 - D. Contract Description.....4
 - E. Awarding Authority.....4
 - F. Bidder Information4
 - G. Schedule Summary.....4
 - H. Certification.....5
- PAGE 2: SCHEDULE A – BIDDER’S PRINCIPALS 6**
- PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS 6**

INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

ethics.commission@lacity.org

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

200 North Spring Street
City Hall 24th Floor, Suite 2410
Los Angeles CA 90012

ethics.lacity.org

BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#) apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

Example 1: *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

Example 2: *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, RAMP ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

Remember to amend your Form 55 to keep this information current.

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

Example 1: You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the “Yes” box and disclose ABC, Inc.’s principals on attached Schedule A pages.

Example 2: You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the “Yes” box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the “Yes” box and attach Schedule A pages to the cover page.

Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box (“Yes” or “No”).

Example 1: Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the “Yes” box and attach Schedule B pages to disclose XYZ Corporation and its principals.

Example 2: Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the “No” box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in [Los Angeles City Charter](#) § 470(c)(12) and [Los Angeles Municipal Code](#) § 49.7.35;
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of “principal”, see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of “principal”, see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.

Child Support Obligations

CHILD SUPPORT OBLIGATIONS

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10, contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

Sec. 10.10. Child Support Assignment Orders.

a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. **Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or

subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. **Notice to Bidders.** Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. **Current Contractor Compliance.** Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. **Report of Employees Names to District Attorney.**

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

SECTON HISTORY

Added by Ord. No. 172,401, Eff.2-13-99.

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: _____

B. BIDDER/CONTRACTOR INFORMATION:

_____		_____	
Legal Name		DBA	

Street Address	City	State	Zip

Contact Person, Title	Phone	Fax	

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

- An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**

- An update of a prior CRP Questionnaire dated ____/____/____. **Please complete all questions and sign Attachment A.**

- A copy of the initial CRP Questionnaire dated ____/____/____. **Please sign below and return this page.**

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

_____	_____	_____
Print Name, Title	Signature	Date

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.**

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.

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.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative Date

Print Name and Title of Officer or Authorized Representative

Project Title



Los Angeles World Airports Vendors:

Subject: ELECTRONIC FUNDS TRANSFER (EFT)

The Los Angeles World Airports (LAWA) is offering to pay vendors using electronic funds transfers (EFT) as an alternative to paying by checks.

EFT offers several advantages over regular paper checks:

- Payments are secure. EFTs are directly deposited to your bank and unlike mailed checks, cannot be lost or stolen.
- EFTs are quicker. The EFT will be deposited in your account 2 days after the issuance of payment.
- You save time by not having to deposit the check and then wait for the check to clear. The money is available for your use immediately.

To participate, please complete the enclosed "Vendor Setup Request Form for EFT" and mail to:

Los Angeles World Airports
 Financial Management Systems Division
 6053 W. Century Blvd.
 Suite 601
 Los Angeles, CA 90045

Please complete all information in both the Vendor Information and Bank/ Financial Institution Information sections. Please ask your banking institution for assistance in answering any questions you may have about these sections.

REQUIRED DOCUMENTS:

To enroll for EFT payments, we must have at least one of the following required documents:

- Deposits to a checking account must include a blank check with word "VOID" written across it; or
- A bank letter with an authorized signature from your banking representative.
- Deposits to a savings account must include a pre-printed deposit slip for the account.

LAX
 Van Nuys
 City of Los Angeles

Karen Bass
 Mayor
 Board of Airport
 Commissioners

Karim Webb
 President
 Matthew M. Johnson
 Vice President

Vanessa Aramayo
 Courtney La Bau
 Victor Narro
 Nicholas P. Roxborough
 Valeria C. Velasco

John Ackerman
 Chief Executive Officer



EXHIBIT D

We will verify all information with your bank once we receive a completed application plus one of the required documents stated. If there are problems during the verification process, a LAWA representative may contact you for further information.

All data relevant to EFTs submitted for payment processing will be electronically transmitted to your bank, payments for more than one invoice may be consolidated. If you sign up for EFT payment processing, we will send your remittance advice by email at the address provided in the request form.

You will receive a notification on the actual date of EFT activation.

For any questions, please send an email to acctgops-achremittance@lawa.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tatiana Starostina', written in a cursive style.

Tatiana Starostina
Deputy Executive Director - Chief Financial Officer

TS:RV

Attachment

cc:Reinita Villamor

EXHIBIT D

LOS ANGELES WORLD AIRPORTS (LAWA)

For FAMIS Div. Use Only	
Verified	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name	_____
Date	_____

VENDOR SETUP REQUEST FORM FOR AUTOMATED CLEARING HOUSE (ACH) PAYMENT

INSTRUCTIONS:

This form is to request electronic payments in lieu of regular paper checks. Through the Automated Clearing House (ACH), LAWA directly credits your bank account. ACH payments are secure, quicker to receive, and immediately available. Vendors who sign up for ACH payments will receive a remittance advice by email.

To request for ACH payment, please complete the form below, gather the required ORIGINAL documentation, and submit to the Financial Management Systems Division at 6053 W. Century Blvd., Suite 601, Los Angeles, CA 90045.

Form needs to be NOTARIZED (no exception) on page 2.

LAWA DIVISION INFORMATION:

Name of LAWA Division you do business with _____

LAWA Division Contact (REQUIRED) _____ Division Contact Phone Number _____

VENDOR IDENTIFICATION:

Vendor Name _____

Alias/DBA Name _____

Address _____

City _____ State _____ Zip _____

Contact Name _____ Contact Phone Number _____

Los Angeles World Airports Vendor Number (REQUIRED) _____ (e.g. 1xxxxx)

TIN/EIN/SSN _____

City Business Tax Registration Certificate (BTRC) Number* _____

*BTRC number is obtained through Office of Finance for persons or entities that engage in business within the City of Los Angeles. For any questions about your BTRC number or if you need a BTRC, please call the Office of Finance at 888-663-4411.

BANK ACCOUNT INFORMATION:

Bank Account No. _____ Type (Checking or Savings) _____

ABA (Routing) No. _____ (Must have 9 digits)

Bank Name _____

Bank Address _____

City _____ State _____ Zip _____

REQUIRED ORIGINAL DOCUMENTATION:

To enroll for ACH payments, please complete this form and include the following required original documentation:

- Deposits to a checking account must include a blank check with the word "VOID" written across it; or
- A bank letter with an authorized signature from their banking representative
- Deposits to a savings account must include a pre-printed deposit slip for the account

ACH EMAIL NOTIFICATION: Please provide an email address for remittance advice notification. You will receive an email notification when funds are transmitted to your financial institution.

Required Email Address: _____

EXHIBIT D

ACH-VENDOR AGREEMENT:

LAWA is authorized to initiate automatic credits to the account and financial institution listed herein. I also authorize LAWLA to process ACH reversals in accordance with the National Automated Clearinghouse Association (NACHA) rules in the event a credit entry is made in error.

LAWA will not be held responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or my financial institution or due to an error on the part of my financial institution in depositing funds to my account. I confirm that I have contacted my financial institution and that the information supplied herein is the correct information to receive ACH credits to my account.

This agreement will remain in effect until LAWLA receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form in such time as to afford LAWLA a reasonable opportunity to act upon it.

AUTHORIZED SIGNATURE _____ DATE SIGNED _____

Note: Must be an authorized Principal signatory

I hereby certify that I am authorized to sign this agreement on behalf of _____
(Vendor Name)

PRINT NAME _____ Phone Number _____

NOTARIZED CERTIFICATION:

State of _____

County of _____

On _____ before me, _____

(Insert Name of Notary Public and Title)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT D

Equal Benefits Ordinance Compliance Affidavit

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.eeoe@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: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Email: _____

Approximate Number of Employees in the United States: _____

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

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.”

SECTION 3. COMPLIANCE OPTIONS

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

- I have no employees.

- I provide no benefits.

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

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

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

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

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

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

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

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

_____ 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 _____ day of _____, in the year _____, at _____, _____
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

EIN / TIN



NOTICE: IMPORTANT INVOICING INSTRUCTIONS

Los Angeles World Airports

Invoice Instructions

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for **Los Angeles World Airports** pertaining to materials and services, must be mailed to:

LAX and Van Nuys Airport Invoices

Los Angeles World Airports
Attn: Accounts Payable
PO BOX 92882
Los Angeles, CA 90009

or email to AccountsPayable-Invoices@lawa.org

2. All invoices **MUST** have the following **SIX** elements: **1) the Purchase Order Number; 2) the LAWA division name; 3) the name of the LAWA employee ordering materials and/or services; 4) invoice number; 5) remittance address; and 6) discount or payment terms.**

Note:

- Invoices without the six elements above will experience delays in processing.
- The remittance address must be the correct address on file with Los Angeles World Airports.
- **LAWA's Purchase Order Number is a ten-digit number that begins with '45'.**

3. The invoice prices, description and quantities **MUST AGREE WITH THE PURCHASE ORDER LINE ITEMS;**

Note: Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors.
5. **Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later. In cases where the invoice is received, but the vendor has not met all the requirements, the date that all requirements have been met by the vendor will be the date used for invoice processing and discount computation.**

6. Other important invoice instructions and **requirements:**

- **FREIGHT CHARGES:** Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in **excess of \$75.**
- **TAXES:** *Sales taxes* must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
- **TIME SHEETS:** Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
- **Other documents to support invoice charges**
- **INVOICE CERTIFICATION:** Invoice certification by a company officer (i.e., as stated per contract)
- **CREDIT MEMOS:** The original invoice number must appear on any credit memo.

NOTE: Your firm must be in full compliance with ALL Administrative Requirements listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay in prompt invoice payment.

If you have questions regarding the Invoice Instructions, please contact your LAWA Contract Manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys).

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 DGS list of persons engaged in investment activities in Iran.

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

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.

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

EXHIBIT D

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount

EXHIBIT D

Living Wage Ordinance

LIVING WAGE ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., a copy of which is attached hereto as amended from time to time (the "LWO"), (i) contractors under service contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements include, among other things : (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

For "Airport Employees," the living wage rate, effective **July 1, 2024**, is **\$19.28** per hour. Additionally, in accordance with Section 10.37.3(a) of the LWO, the health benefits are to be adjusted consistent with Section 10.37.2(a). Consequently, the health benefits will increase to **\$5.95** per hour or **\$25.23** per hour without health benefits.

Compliance with LWO does not require any form to be submitted with the bid/proposal, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions (Collective bargaining agreement with supersession language or Occupational license; 501(c)(3) Non-Profit Organizations or One-Person Contractors; Small Business (for lessees and licensees only)), they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

Once the contract is executed, the contractor is required to complete and submit the following forms:

- [Employee Information Form](#)
- [Subcontractor Information Form](#)

All the forms pertaining to LWO compliance are available at: <https://bca.lacity.org/LWO%20Printable%20Forms>. Please follow the instructions on the forms for completion and submittal. If you have questions about LWO compliance at LAWA, please contact us at 424-646-5380 or procurementrequirements@lawa.org.

For the most current LWO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-2625 - Email: bca.eeoe@lacity.org

City of Los Angeles

CALIFORNIA



KAREN BASS
MAYOR

CURRENT AND PRIOR LIVING WAGE RATES FOR AIRPORT EMPLOYEES

EFFECTIVE DATES	CASH WAGE + HEALTH BENEFITS (HB)	FULL CASH WAGE*
July 1, 2024 – June 2025	\$19.28 + \$5.95 per hour in HB	\$25.23 per hour
July 1, 2023 - June 30, 2024	\$18.78 + \$5.95 per hour in HB	\$24.73 per hour
July 1, 2022 – June 30, 2023	\$18.04 + \$5.77 per hour in HB	\$23.81 per hour
July 1, 2021 – June 30, 2022	\$17.00 + \$5.67 per hour in HB	\$22.67 per hour
July 1, 2020 – June 30, 2021	\$16.50 + \$5.55 per hour in HB	\$22.05 per hour
July 1, 2019 – June 30, 2020	\$15.25 + \$5.34 per hour in HB	\$20.59 per hour
July 1, 2018 – June 30, 2019	\$13.75 + \$5.24 per hour in HB	\$18.99 per hour
July 1, 2017 - June 30, 2018	\$12.08 + \$5.18 per hour in HB	\$17.26 per hour
Oct 5, 2016 - June 30, 2017	\$11.68 + \$5.05 per hour in HB	\$16.73 per hour
July 1, 2016 – Oct 4, 2016	\$11.27 + \$4.91 per hour in HB	\$16.18 per hour
July 1, 2015 - June 30, 2016	\$11.17 + \$4.87 per hour in HB	\$16.04 per hour

*The "Full Cash Wage" is the wage rate that employees must receive if their employer does not provide them with health benefits.

For additional information or assistance, call:

City of Los Angeles
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway Street, Suite 300
 Los Angeles, CA 90015
 Email: bca.eeoe@lacity.gov

EXHIBIT D

ORDINANCE NO. 185321

An ordinance amending Chapter 1, Article 11 of Division 10 of the Los Angeles Administrative Code to maintain the wages for airport workers in a manner aligned with the local minimum wage, to align the cost of health benefit for covered airport workers to the Consumer Price Index, to ensure that airport workers covered under a collective bargaining agreement that supersedes this ordinance are paid a living wage, to provide certain airport employees with release time to attend emergency response training, to include additional exemptions for employees with qualifying health plans and other technical changes.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. Chapter 1, Article 11 of Division 10 of the Los Angeles Administrative Code is amended in its entirety to read as follows:

CHAPTER 1, ARTICLE 11

LIVING WAGE

Sec. 10.37. Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City government. Many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to other firms for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. These expenditures serve to promote the goals established for the grant programs and for similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services all too often has resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. The minimal compensation tends to inhibit the quantity and quality of services rendered by those employees to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article, the City intends to require service contractors to provide a minimum level of compensation which will improve the level of services rendered to and for the City.

The inadequate compensation leaves service employees with insufficient resources to afford life in Los Angeles. Contracting decisions involving the expenditure of City funds should not foster conditions that place a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

In comparison with the wages paid at San Francisco International Airport, the wage for Los Angeles airport workers is often lower even though the airports are similar in the number of passengers they serve and have similar goals of providing a living wage to the airport workforce. Studies show that higher wages at the airport leads to increases in worker productivity and improves customer service. Higher wages for airport workers also results in a decline in worker turnover, yielding savings to the employers and alleviating potential security concerns. Therefore, the City finds that a higher wage for airport employees is needed to reduce turnover and retain a qualified and stable workforce.

Many airport workers who provide catering services to the airlines are paid below the living wage. Federal law allows employment contract agreements between airline caterers and its workers to remain in effect without an expiration date, effectively freezing wages for workers. Long-term employment contract agreements provide little incentive for employers to renegotiate the employment contract agreements with their workers. Airline catering workers often struggle to pay their bills, sometimes having to choose between paying medical bills and buying food for their families. The City finds that airline caterers should pay their workers, at a minimum, the living wage with benefits.

Airport workers are also the first to respond when an emergency occurs at the airport. In order to properly assist first responders during a crisis at the airport, the City finds that airport employees of Certified Service Provider License Agreement holders should be formally trained for an emergency response at the airport.

Nothing less than the living wage should be paid by employers that are the recipients of City financial assistance. Whether workers are engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor.

The City holds a proprietary interest in the work performed by many employees of City lessees and licensees and by their service contractors, subcontractors, sublessees and sublicensees. The success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the performance by the City's lessee or licensee and thereby hinders the opportunity for success of City operations. A proprietary interest in providing a living wage is important for various reasons, including, but not limited to: 1) the public perception of the services or products rendered to them

by a business; 2) security concerns related to the location of the business or any product or service the business produces; or 3) an employer's industry-specific job classification which is in the City's interest to cover by the living wage. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage further serves a proprietary concern of the City. If an employer does not comply with this article, the City may: 1) declare a material breach of the contract; 2) declare the employer non-responsible and limit its ability to bid on future City contracts, leases or licenses; and 3) exercise any other remedies available.

Sec. 10.37.1. Definitions.

The following definitions shall apply throughout this article:

(a) **"Airline Food Caterer"** means any Employer that, with respect to the Airport:

(1) prepares food or beverage to or for aircraft crew or passengers;

(2) delivers prepared food or beverage to or for aircraft crew or passengers;

(3) conducts security or inspection of aircraft food or beverage;
or

(4) provides any other service related to or in connection with the preparation of food or beverage to or for aircraft crew or passengers.

(b) **"Airport"** means the Department of Airports and each of the airports which it operates.

(c) **"Awarding Authority"** means the governing body, board, officer or employee of the City or City Financial Assistance Recipient authorized to award a Contract and shall include a department which has control of its own funds.

(d) **"City"** means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds.

(e) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of

\$1,000,000 or more in any 12-month period shall require compliance with this article for five years from the date such assistance reaches the \$1,000,000 threshold. For assistance in any 12-month period totaling less than \$1,000,000 but at least \$100,000, there shall be compliance for one year, with the period of compliance beginning when the accrual of continuing assistance reaches the \$100,000 threshold.

Categories of assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan at market rate shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d) and 7872(f). A recipient shall not be deemed to include lessees and sublessees.

A recipient shall be exempted from application of this article if:

(1) it is in its first year of existence, in which case the exemption shall last for one year;

(2) it employs fewer than five Employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year; or

(3) it obtains a waiver as a recipient who employs the long-term unemployed or provides trainee positions intended to prepare Employees for permanent positions. The recipient shall attest that compliance with this article would cause an economic hardship and shall apply in writing to the City department or office administering the assistance. The department or office shall forward the waiver application and the department or office's recommended action to the City Council. Waivers shall be effected by Council resolution.

(f) "Contractor" means any person that enters into:

(1) a Service Contract with the City;

(2) a contract with a Public Lessee or Licensee; or

(3) a contract with a City Financial Assistance Recipient to help the recipient in performing the work for which the assistance is being given.

(g) **"Designated Administrative Agency (DAA)"** means the Department of Public Works, Bureau of Contract Administration, which shall bear administrative responsibilities under this article.

(h) **"Employee"** means any person who is not a managerial, supervisory or confidential employee who expends any of his or her time working for an Employer in the United States.

(i) **"Employer"** means any person who is:

- (1) a City Financial Assistance Recipient;
- (2) Contractor;
- (3) Subcontractor;
- (4) Public Lessee or Licensee; and
- (5) Contractor, Subcontractor, sublessee or sublicensee of a Public Lessee or Licensee.

(j) **"Person"** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may employ individuals or enter into contracts.

(k) **"Public Lease or License"** means, except as provided in Section 10.37.15, a lease, license, sublease or sublicense of City property, including, but not limited to, Non-Exclusive License Agreements, Air Carrier Operating Permits and Certified Service Provider License Agreements (CSPLA), for which services are furnished by Employees where any of the following apply:

(1) The services are rendered on premises at least a portion of which is visited by members of the public (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities);

(2) Any of the services feasibly could be performed by City employees if the City had the requisite financial and staffing resources; or

(3) The DAA has determined in writing as approved by the Board of Public Works that coverage would further the proprietary interests of the City. Proprietary interest includes, but is not limited to:

(i) the public perception of the services or products rendered to them by a business;

(ii) security concerns related to the location of the business or any product or service the business produces; or

(iii) an Employer's industry-specific job classifications as defined in the regulations.

(l) **"Service Contract"** means a contract involving an expenditure in excess of \$25,000 and a contract term of at least three months awarded to a Contractor by the City to furnish services for the City where any of the following apply:

(1) at least some of the services are rendered by Employees whose work site is on property owned or controlled by the City;

(2) the services feasibly could be performed by City employees if the City had the requisite financial and staffing resources; or

(3) the DAA has determined in writing as approved by the Board of Public Works that coverage would further the proprietary interests of the City. Proprietary interest includes, but is not limited to:

(i) the public perception of the services or products rendered to them by a business;

(ii) security concerns related to the location of the business or any product or service the business produces; or

(iii) an Employer's industry-specific job classifications as defined in the regulations.

(m) **"Subcontractor"** means any person not an Employee who enters into a contract:

(1) to assist in performance of a Service Contract;

(2) with a Public Lessee or Licensee, sublessee, sublicensee or Contractor to perform or assist in performing services for the leased or licensed premises.

(n) **"Willful Violation"** means that the Employer knew of its obligations under this article and deliberately failed or refused to comply with its provisions.

Sec. 10.37.2. Payment of Minimum Compensation to Employees.

(a) **Wages.** An Employer shall pay an Employee for all hours worked on a Service Contract or if a Public Lease or License or for a Contractor of a Public Lessee

or Licensee, for all hours worked furnishing a service relating to the City, a wage of no less than the hourly rates set under the authority of this article.

(1) Non-Airport Employee Wages.

(i) If an Employer provides an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the following:

a. On July 1, 2017, the wage rate for an Employee shall be no less than \$11.48 per hour.

b. The hourly wage rate paid to an Employee shall be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System (LACERS), and made by the LACERS Board of Administration under Section 4.1022. The City Administrative Officer shall advise the DAA of any adjustment by June 1 of each year. The DAA shall publish a bulletin announcing the adjusted rates, which shall take effect on July 1 of each year.

(ii) If an Employer does not provide an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the applicable wage rate in Section 10.37.2(a)(1)(i) and an additional wage rate of \$1.25 per hour.

(2) Airport Employee Wages.

(i) If an Employer servicing the Airport provides an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the following:

a. On July 1, 2017, the wage rate for an Employee shall be no less than \$12.08 per hour.

b. On July 1, 2018, the wage rate for an Employee shall be no less than \$13.75 per hour.

c. On July 1, 2019, the wage rate for an Employee shall be no less than \$15.25 per hour.

d. On July 1, 2020, the wage rate for an Employee shall be no less than \$16.50 per hour.

e. On July 1, 2021, the wage rate for an Employee shall be no less than \$17.00 per hour.

f. Beginning on July 1, 2022, the wage rate for an Employee shall increase annually, on July 1, to an amount \$2.00 above the minimum rate under the City's Minimum Wage Ordinance for that same period of time.

(ii) If an Employer servicing the Airport does not provide an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the applicable wage rate in Section 10.37.2(a)(2)(i) and an additional wage rate as follows:

a. On July 1, 2017, an Employer servicing the Airport shall pay an Employee an additional wage rate of \$5.18 per hour.

b. Beginning on July 1, 2018, an Employer servicing the Airport shall pay an Employee an additional wage rate per hour equal to the health benefit payment in effect for an Employee pursuant to Section 10.37.3(a)(5).

(3) An Employer may not use tips or gratuities earned by an Employee to offset the wages required under this article.

(b) **Compensated Time Off.** An Employer shall provide an Employee compensated time off as follows:

(1) An Employee who works at least 40 hours per week or is classified as a full-time Employee by the Employer shall accrue no less than 96 hours of compensated time off per year.

(2) An Employee who works less than 40 hours per week and is not classified as a full-time Employee by the Employer shall accrue hours of compensated time off in increments proportional to that accrued by an Employee who works 40 hours per week.

(3) **General Rules for Compensated Time Off.**

(i) An Employee must be eligible to use accrued paid compensated time off after the first 90 days of employment or consistent with company policies, whichever is sooner. Compensated time off shall be paid at an Employee's regular wage rate at the time the compensated time off is used.

(ii) An Employee may use accrued compensated time off hours for sick leave, vacation or personal necessity.

(iii) An Employer may not unreasonably deny an Employee's request to use the accrued compensated time off. The DAA, through regulations, may provide guidance on what is considered unreasonable.

(iv) The DAA may allow an Employer's established compensated time off policy to remain in place even though it does not meet these requirements, if the DAA determines that the Employer's established policy is overall more generous.

(v) Unused accrued compensated time off shall carry over until time off reaches a maximum of 192 hours, unless the Employer's established policy is overall more generous.

(vi) After an Employee reaches the maximum accrued compensated time off, an Employer shall provide a cash payment once every 30 days for accrued compensated time off over the maximum. An Employer may provide an Employee with the option of cashing out any portion of, or all of, the Employee's accrued compensated time off, but, an Employer shall not require an Employee to cash out any accrued compensated time off. Compensated time off cashed out shall be paid to the Employee at the wage rate that the Employee is earning at the time of cash out.

(vii) An Employer may not implement any unreasonable employment policy to count accrued compensated time off taken under this article as an absence that may result in discipline, discharge, suspension or any other adverse action.

(4) Compensated Release Time – An Employer servicing the Airport who holds a Certified Service Provider License Agreement and is subject to this article shall comply with the following additional requirements:

(i) A CSPLA Employer shall provide an Employee at the Airport, 16 hours of additional compensated release time annually to attend and complete emergency response training courses approved by the Airport.

(ii) By December 31, 2018, and continuing thereafter on an annual basis, an Employee of a CSPLA Employer shall successfully complete the 16 hours of emergency response training.

(iii) An Employee of a CSPLA Employer hired after December 31, 2018, shall complete the 16-hours of emergency response training within 120 days of the first date of hire.

(iv) The 16 hours of compensated release time shall only be used to attend Airport approved annual emergency response training courses. The 16 hours of compensated release time does not accumulate or carry over to the following year. The 16 hours of compensated release time shall not be included as part of the 96 hours of compensated time off required under this article.

(c) **Uncompensated Time Off.** An Employer shall provide an Employee uncompensated time off as follows:

(1) An Employee who works at least 40 hours a week or is classified as a full-time Employee by an Employer shall accrue no less than 80 hours of uncompensated time off per year.

(2) An Employee who works less than 40 hours per week and is not classified as a full-time Employee by the Employer shall accrue hours of uncompensated time off in increments proportional to that accrued by an Employee who works 40 hours per week.

(3) **General Rules for Uncompensated Time Off.**

(i) An Employee must be eligible to use accrued uncompensated time off after the first 90 days of employment or consistent with company policies, whichever is sooner.

(ii) Uncompensated time off may only be used for sick leave for the illness of an Employee or a member of his or her immediate family and where an Employee has exhausted his or her compensated time off for that year.

(iii) An Employer may not unreasonably deny an Employee's request to use the accrued uncompensated time off. The DAA, through regulations, may provide guidance on what is considered unreasonable

(iv) Unused accrued uncompensated time off shall carry over until the time off reaches a maximum of 80 hours, unless the Employer's established policy is overall more generous.

(v) An Employer may not implement any unreasonable employment policy to count accrued uncompensated time off taken under this article as an absence that may result in discipline, discharge, suspension or any other adverse action.

Sec. 10.37.3. Health Benefits.

(a) **Health Benefits.** The health benefits required by this article shall consist of the payment by an Employer of at least \$1.25 per hour to Employees towards the provision of health care benefits for an Employee and his or her dependents. On July 1, 2017, the health benefit rate for an Employee working for an Employer servicing the Airport shall be at least \$5.18 per hour. On July 1, 2018, the annual increase for Employees working for an Employer servicing the Airport shall continue as provided in Section 10.37.3(a)(5).

(1) Proof of the provision of such benefits must be submitted to the Awarding Authority to qualify for the wage rate in Section 10.37.2(a) for Employees with health benefits.

(2) Health benefits include health coverage, dental, vision, mental health and disability income. For purposes of this article, retirement benefits, accidental death and dismemberment insurance, life insurance and other benefits that do not provide medical or health related coverage will not be credited toward the cost of providing Employees with health benefits.

(3) If the Employer's hourly health benefit payment is less than that required under this article, the difference shall be paid to the Employee's hourly wage.

(4) Health benefits are not required to be paid on overtime hours.

(5) On July 1, 2018, and annually thereafter each July 1, the amount of payment for health benefits provided to an Employee working for an Employer servicing the Airport shall be adjusted by a percentage equal to the percentage increase, if any, in the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: Medical Care Services, as measured from January to December of the preceding year. The DAA shall announce the adjusted rates on February 1st and publish a bulletin announcing the adjusted rates, which shall take effect on July 1st of each year.

(b) **Periodic Review.** At least once every three years, the City Administrative Officer shall review the health benefit payment by Employers servicing the Airport set forth in Section 10.37.3(a) to determine whether the payment accurately reflects the cost of health care and to assess the impacts of the health benefit payment on Airport Employers and Airport Employees and shall transmit a report with its findings to the Council.

Sec. 10.37.4. Employer Reporting and Notification Requirements.

(a) An Employer shall post in a prominent place in an area frequented by Employees a copy of the Living Wage Poster and the Notice Regarding Retaliation, both available from the DAA.

(b) An Employer shall inform an Employee of his or her possible right to the federal Earned Income Credit (EIC) under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to an Employee forms informing them about the EIC and forms required to secure advance EIC payments from the Employer.

(c) An Employer is required to retain payroll records pertaining to its Employees for a period of at least four years, unless more than four years of retention is specified elsewhere in the contract or required by law.

(d) A Contractor, Public Lessee, Licensee, and City Financial Assistant Recipient is responsible for notifying all Contractors, Subcontractors, sublessees, and sublicensees of their obligation under this article and requiring compliance with this article. Failure to comply shall be a material breach of the contract.

Sec. 10.37.5. Retaliation Prohibited.

An Employer shall not discharge, reduce in compensation, or otherwise discriminate against any Employee for complaining to the City with regard to the Employer's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

Sec. 10.37.6. Enforcement.

(a) An Employee claiming violation of this article may bring an action in the Superior Court of the State of California against an Employer and may be awarded:

(1) For failure to pay wages required by this article, back pay shall be paid for each day during which the violation occurred.

(2) For failure to comply with health benefits requirements pursuant to this article, the Employee shall be paid the differential between the wage required by this article without health benefits and such wage with health benefits, less amounts paid, if any, toward health benefits.

(3) For retaliation the Employee shall receive reinstatement, back pay or other equitable relief the court may deem appropriate.

(4) For Willful Violations, the amount of monies to be paid under Subdivisions (1) - (3), above, shall be trebled.

(b) The court shall award reasonable attorney's fees and costs to an Employee who prevails in any such enforcement action and to an Employer who prevails and obtains a court determination that the Employee's lawsuit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies. Contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the Awarding Authority to terminate the contract and otherwise pursue legal remedies that may be available. Contracts shall also include an agreement that the Employer shall comply with federal law proscribing retaliation for union organizing.

(d) The DAA may audit an Employer at any time to verify compliance. Failure by the Employer to cooperate with the DAA's administrative and enforcement actions, including, but not limited to, requests for information or documentation to verify compliance with this article, may result in a determination by the DAA that the Employer has violated this article.

(e) An Employee claiming violation of this article may report the claimed violation to the DAA, which shall determine whether this article applies to the claimed violation.

(1) If any of the Employee's allegations merit further review, the DAA shall perform an audit; the scope of which will not exceed four years from the date the complaint was received.

(2) If the claimed violation is filed after a contract has expired, and information needed for the review is no longer readily available, the DAA may determine this article no longer applies.

(3) In the event of a claimed violation of the requirements relating to compensated time off, uncompensated time off or wages, the DAA may require the Employer to calculate the amount the Employee should have earned and compensate the Employee. Nothing shall limit the DAA's authority to evaluate the calculation.

(i) If the DAA determines that an Employer is in violation of Section 10.37.2(b), the time owed must be made available immediately. At the Employer's option, retroactive compensated time off in excess of 192 hours may be paid to the Employee at the current hourly wage rate.

(ii) If the DAA determines that an Employer is in violation of Section 10.37.2(c), the Employer shall calculate the amount of uncompensated time off that the Employee should have accrued. This

time will be added to the uncompensated time off currently available to the Employee and must be available immediately.

(f) Where the DAA has determined that an Employer has violated this article, the DAA shall issue a written notice to the Employer that the violation is to be corrected within ten days or other time period determined appropriate by the DAA.

(g) In the event the Employer has not demonstrated to the DAA within such period that it has cured the violation, the DAA may then:

(1) Request the Awarding Authority to declare a material breach of the Service Contract, Public Lease or License, or financial assistance agreement and exercise its contractual remedies thereunder, which may include, but not be limited to: (i) termination of the Service Contract, Public Lease or License, or financial assistance agreement; (ii) the return of monies paid by the City for services not yet rendered; and (iii) the return to the City of money held in retention (or other money payable on account of work performed by the Employer) when the DAA has documented the Employer's liability for unpaid wages, health benefits or compensated time off.

(2) Request the Awarding Authority to declare the Employer non-responsible from future City contracts, leases and licenses in accordance with the Contractor Responsibility Ordinance (LAAC Section 10.40, *et seq.*) and institute proceedings in a manner that is consistent with law.

(3) Impose a fine payable to the City in the amount of up to \$100 for each violation for each day the violation remains uncured.

(4) Exercise any other remedies available at law or in equity.

(h) Notwithstanding any provision of this Code or any other law to the contrary, no criminal penalties shall attach for violation of this article.

Sec. 10.37.7. Administration.

The DAA shall administer the requirement of this article and monitor compliance, including the investigation of claimed violations. The DAA shall promulgate rules and regulations consistent with this article for the implementation of the provision of this article. The DAA shall also issue determinations that persons are City Financial Assistance Recipients, that particular contracts shall be regarded as "Service Contracts" for purposes of Section 10.37.1(l), and that particular leases and licenses shall be regarded as "Public Leases" or "Public Licenses" for purposes of Section 10.37.1(k), when it receives an application for a determination of non-coverage or exemption as provided for in Section 10.37.14 and 10.37.15.

The DAA may require an Awarding Authority to inform the DAA about all contracts in the manner described by regulation. The DAA shall also establish Employer reporting requirements on Employee compensation and on notification about and usage of the federal Earned Income Credit referred to in Section 10.37.4. The DAA shall report on compliance to the City Council no less frequently than annually.

Every three years after July 1, 2018, the Chief Legislative Analyst (CLA) with the assistance of the City Administrative Officer (CAO) shall commission a study to review the state of the Airport's regional economy; minimum wage impacts for Employees servicing the Airport; Airport service industry impacts; temporary workers, guards and janitors impacts; restaurants, hotels and bars impacts; transitional jobs programs impacts; service charges, commissions and guaranteed gratuities impacts; and wage theft enforcement. On an annual basis, the CLA and CAO shall collect economic data, including jobs, earnings and sales tax. The Study shall also address how extensively affected Employers are complying with this article, how the article is affecting the workforce composition of affected Employers, and how the additional costs of the article have been distributed among Employees, Employers and the City.

Sec. 10.37.8. City Is a Third Party Beneficiary of Contracts between an Employer and Subcontractor for Purposes of Enforcement.

Any contract an Employer executes with a Contractor or Subcontractor, as defined in Section 10.37.1(f) and (m), shall contain a provision wherein the Contractor or Subcontractor agree to comply with this article and designate the City as an intended third party beneficiary for purposes of enforcement directly against the Contractor or Subcontractor, as provided for in Section 10.37.6, of this article.

Sec. 10.37.9. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an Employee's right to bring legal action for violation of other minimum compensation laws.

Sec. 10.37.10. Expenditures Covered.

This article shall apply to the expenditure - whether through aid to City Financial Assistance Recipients, Service Contracts let by the City or Service Contracts let by its Financial Assistance Recipients - of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

Sec. 10.37.11. Timing of Application.

The provisions of this article shall become operative 60 days following the effective date of the ordinance and are not retroactive.

Sec. 10.37.12. Express Supersession by Collective Bargaining Agreement.

The requirements of this article may be superseded by a collective bargaining agreement if expressly stated in the agreement. This provision applies to any collective bargaining agreement that expires or is open for negotiation of compensation terms after the effective date of this ordinance. Any collective bargaining agreement that purports to supersede any requirement of this article shall be submitted by the Employer to the DAA.

(a) A collective bargaining agreement may expressly supersede the requirements of this article with respect to Employees of Employers servicing the Airport only when an Employee is paid a wage not less than the applicable wage rate in Section 10.37.2(a)(2)(i).

(b) A collective bargaining agreement may expressly supersede the requirements of this article with respect to Employees of Airline Food Caterers only when an Employee of the Airline Food Caterer is paid a total economic package no less than the applicable wage rate in Section 10.37.2(a)(2)(ii).

Sec. 10.37.13. Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

The definitions of "City Financial Assistance Recipient" in Section 10.37.1(f), of "Public Lease or License" in Section 10.37.1(l), and of "Service Contract" in Section 10.37.1(m) shall be liberally interpreted so as to further the policy objectives of this article. All City Financial Assistance Recipients meeting the monetary thresholds of Section 10.37.1(f), all Public Leases and Licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services shall be presumed to meet the corresponding definition mentioned above, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with the City of their opportunity to apply for a determination of non-coverage or exemption and procedures for making determinations on such applications.

Sec. 10.37.14. Contracts, Employers and Employees Not Subject to This Article.

The following contracts are not subject to the Living Wage Ordinance. An Awarding Authority, after consulting with the DAA, may determine whether contracts and/or Employers are not subject to the Living Wage Ordinance due to the following:

(a) a contract where an employee is covered under the prevailing wage requirements of Division 2, Part 7, of the California Labor Code unless the total of the basic hourly rate and hourly health and welfare payments specified in the

Director of Industrial Relations' General Prevailing Wage Determinations are less than the minimum hourly rate as required by Section 10.37.2(a) of this article.

(b) a contract with a governmental entity, including a public educational institution or a public hospital.

(c) a contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.

Sec. 10.37.15. Exemptions.

Upon the request of an Employer, the DAA may exempt compliance with this article. An Employer seeking an exemption must submit the required documentation to the DAA for approval before the exemption takes effect.

(a) A Public Lessee or Licensee, that employs no more than seven people total on and off City property shall be exempted. A lessee or licensee shall be deemed to employ no more than seven people if the company's entire workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the previous calendar year. If a Public Lease or License has a term of more than two years, the exemption granted pursuant to this section shall expire after two years, but shall be renewable in two-year increments.

(b) Non-Profit Organizations- Corporations organized under Section 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. §501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight times the lowest wage paid by the corporation, shall be exempted as to all Employees other than child care workers.

(c) Students- High school and college students employed in a work study or employment program lasting less than three months shall be exempt. Other students participating in a work-study program shall be exempt if the Employer can verify to the DAA that:

(1) The program involves work/training for class or college credit and student participation in the work-study program is for a limited duration, with definite start and end dates; or

(2) The student mutually agrees with the Employer to accept a wage below this article's requirements based on a training component desired by the student.

(d) Nothing in this article shall limit the right of the Council to waive the provisions herein.

(e) Nothing in this article shall limit the right of the DAA to waive the provisions herein with respect to and at the request of an individual Employee who is eligible for benefits under Medicare, a health plan through the U.S. Department of Veteran Affairs or a health plan in which the Employee's spouse, domestic partner or parent is a participant or subscriber to another health plan. An Employee who receives this waiver shall only be entitled to the hourly wage pursuant to Section 10.37.2(a)(2)(i).

Sec. 10.37.16. Severability.

If any subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this section, and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
DANIA MINASSIAN
Deputy City Attorney

Date 11/1/17

File No. 15-0817-S1


m:\general counsel division\ordinances and reports\ordinances - final\aac 10.37 -revised two amendment 10-24-17 (final).docx

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR





Ordinance Passed 12/05/2017

Approved 12/07/2017

Ordinance Effective Date: 01/20/2018

Council File No.: 15-0817-S1

EXHIBIT D

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)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

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.

Name

Signature

Title

Date

Form A2 - Vendor Identification Form

VENDOR IDENTIFICATION FORM

ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS MAY BE REJECTED AND RESUBMITTED.

GENERAL INFORMATION

Legal Name

Doing Business As (DBA)

IRS Taxpayer ID No. (EIN or SSN)

If applicable:

Submit IRS W9 form (required)

CA SOS Entity/Registration No.

For foreign vendors, click [Foreign Entity](#) for related instructions

CA DTFA Seller Permit No.

Entity type

Individual/Sole Proprietor Governmental Entity

Corporation Other:

Partnership

City of Los Angeles [Office of Finance](#) (OOF) BTRC/VRN No.

BTRC/VRN application pending (attach proof of submission)

For further information click [Office of Finance](#)

BUSINESS ADDRESS

Street

Contact

City

Phone Fax

State/Region Zip Code

Email

Country Remittance address:
(If different from above)

CALIFORNIA FRANCHISE TAX BOARD (FTB)

An FTB form is required from all vendors with a payment address *outside* of California. Submit form 587 or 590 or **proof** of submission of form 588 or 589:

F-587 F-590 F-588 F-589

Click [FTB Publication 1017](#) for further information

BUSINESS CERTIFICATION

(Check all that apply - If required, attach copies of all applicable certifications)

- | | |
|--|---|
| <input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise (ACDBE) | <input type="checkbox"/> Minority Women Business Enterprise (M/WBE) |
| <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) | <input type="checkbox"/> Small Business Enterprise* (Proprietary) |
| <input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE) (LAWA) | <input type="checkbox"/> Local Small Business (LSB) (<i>formerly SLB</i>) |
| <input type="checkbox"/> Local Business Enterprise (LBE) | <input type="checkbox"/> Women Business Enterprise (WBE) |
| <input type="checkbox"/> Minority Business Enterprise (MBE) | |

*Per SBA or DGS criteria verification

Legend:

BTRC - Business Tax Registration Certificate
DTFA - California Department of Tax & Fee Administration

EIN - Employer Identification number
SSN - Social Security Number

SOS - California Secretary of State
VRN - Vendor Registration Number

CERTIFICATION

The undersigned declares and certifies that all statements on this form are true and correct. I agree to notify Strategic Sourcing Division immediately of any changes to the information contained herein. I have read and agreed with the administrative requirements set for this project and have been provided as a checklist in the bid/proposal package. If selected, I/We will comply with these requirements for the duration of the contract.

Authorized Signature

Date

Print Name

Title

For LAWA use only:

Requesting Division: Contact Person: Phone No:

For instructions and additional information, please click [LAWA](#), call 424-646-5389, or email Los Angeles World Airports Procurement Services Division at procurementrequirements@lawa.org

EXHIBIT D

EXHIBIT D

Insurance



Name:	Lutron Services Company
Agreement/Activity:	Sole Source - Lutron Terminal Lighting Control Systems
LAWA Division:	FMUG
SAP No.:	TBD
Term:	May 2026 -

The following Primary and Ancillary Insurance is required for this contract with minimum limits outlined and is subject to the terms and conditions set forth in Section 10 of the General Insurance Provisions in the Contract.

Primary Insurance	
(X) Required	Workers Compensation, Statutory Limits Employer Liability \$1,000,000 each accident \$1,000,000 each employee by disease \$1,000,000 policy limit by disease
(X) Required	Commercial General Liability \$1,000,000 per occurrence \$2,000,000 general aggregate \$1,000,000 personal and advertising injury \$2,000,000 products/completed operations
(X) Required	Commercial Auto Liability \$1,000,000 combined single limit
() Required	Excess Liability Coverage - Underlying Commercial Auto, Commercial General Liability \$ _____ per occurrence \$ _____ general aggregate
Ancillary Insurance, as Required Below	
() Required	Professional Liability \$ _____ per occurrence and \$ _____ aggregate

<input type="checkbox"/> Required (refer to Specific coverage required)	Property Insurance, All Risk/Special Form Coverage <input type="checkbox"/> Tenant Contents/Coverage for Personal Property (Renters' Insurance) <input type="checkbox"/> Tenant improvements - if applicable <input type="checkbox"/> Earthquake coverage limit: - Replacement Value <input type="checkbox"/> Flood coverage limit: - Replacement Value <input type="checkbox"/> Terrorism coverage <input type="checkbox"/> Builder's Risk Insurance
<input type="checkbox"/> Required	Installation Floater -When Applicable
<input type="checkbox"/> Required	Pollution Legal Liability – Must meet policy limits. \$_____ per occurrence and \$_____ per aggregate
<input type="checkbox"/> Required	Network Security and Privacy Liability (Cyber Liability) \$ per incident and \$ annual aggregate
<input type="checkbox"/> Required	Aircraft and Passenger Liability - Limit of Liability must meet Federal Requirements or as follows, whichever is greater: Commuters with 60 or fewer passengers or Cargo only / with payload Less than 18,000 lbs.: <u>\$50,000,000</u> per occurrence/per passenger Air Carriers with more than 60 passengers or Cargo only / with payload Greater than 18,000 lbs.: <u>\$200,000,000 CSL</u> per occurrence/per passenger
<input type="checkbox"/> Required	Garage Keeper's Liability \$_____ per occurrence and \$_____ annual aggregate
<input type="checkbox"/> Required	Hangar Keeper's Liability \$_____ per occurrence and \$_____ annual aggregate
<input type="checkbox"/> Required	Liquor Liability \$__ per occurrence and \$__ annual aggregate
<input type="checkbox"/> Required	Crime Insurance or Fidelity Bond \$_____ Theft, dishonesty, disappearance, forgery, alteration, and destruction

Once the contract is awarded, evidence of Contractor's insurance, including all required endorsements, must be uploaded into Contractor's insurance profile at PinsAdvantage.com, before a Notice to Proceed NTP) can be issued. Please upload these Special Insurance Requirement with your evidence of responsible for your contract if you have questions.

03/2025

General Insurance Provisions

(version 11/2023)

10.1. **Primary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, the following types of insurance in amounts specified in the Special Insurance Provisions attached hereto and incorporated herein by reference.

10.1.1. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain Workers' Compensation Insurance as required by the State of California including coverage for Employer's Liability with limits per accident, employee, and disease.

10.1.2. **Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance (CGL) providing coverage for bodily injury, property damage, and personal and advertising injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each policy period renewal. The CGL shall include broad contractual liability.

The CGL insurance must be written on an ISO occurrence form CG 00 01 or substitute forms providing equivalent coverage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Coverage shall apply for both ongoing and completed operations on a form acceptable to LAWA. Coverage shall be provided to LAWA for liability and any damage to property and injury or death of persons, unless caused by LAWA'S sole or active negligence or willful misconduct.

For construction contracts, completed operations coverage must be in place for the entire California State Statute of Repose which is currently ten (10) years. The liability insurance requirements as noted in the Special Insurance Provisions can be met through a Contractor Controlled Insurance Program (CCIP), however, LAWA reserves the right to review and approve the program prior to starting work.

10.1.3. **Commercial Automobile Insurance.** Contractor shall maintain Commercial Auto Insurance written on ISO form CA 00 01 (or substitute form providing equivalent liability coverage). Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) and may be satisfied by a combination of primary and excess and/or umbrella policies. Insurance limits will vary depending on Contractor's access to Air Operations Area "AOA". All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability. Coverage shall include an MCS 90 endorsement for Contractor's hauling or transporting hazardous materials.

10.2. **Ancillary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, ancillary insurance coverages, if required by LAWA and identified in the Special Insurance Provisions, with terms and conditions outlined below:

- 10.2.1. **Professional Liability Insurance.** Contractor shall maintain Professional Liability Insurance providing coverage for the professional services provided under this Contract. The policy must have a retroactive date prior to the effective date of the Contract. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.
- 10.2.2. **Contractor's Pollution Liability Insurance.** Contractor shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold resulting from Contractor's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra expense and include coverage for completed operations up to ten (10) years following project acceptance by LAWA.
- 10.2.3. **Property Insurance.** Contractor shall maintain Property Insurance providing coverage for the building, including contents, tenant improvements, and/or builders' risk on an All Risk/Special Form for all risks of physical loss or damage for all real property or improvements Contractor may be required to insure, including flood and earthquake coverage, for not less than the full replacement cost. Property insurance deductibles are the sole responsibility of the Contractor and must be approved by LAWA.
- 10.2.4. **Installation Floater.** Contractor shall maintain an Installation Floater providing coverage for the value of equipment to be installed and shall include LAWA as an insured and loss payee. Coverage for testing, water damage, mechanical breakdown, and electrical injury shall be included.
- 10.2.5. **Pollution Legal Liability Insurance.** Contractor shall maintain Pollution Legal Liability Insurance providing coverage for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The insurance shall cover cleanup, including cleanup of pollutants on and migrating away from the insured location, restoration, business interruption, and extra expense as a result of release of pollutants. Coverage shall apply to non-owned disposal sites and shall meet any requirements of proof of financial responsibility laws for underground storage tanks, if appropriate. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.
- 10.2.6. **Network Security and Privacy Liability Insurance (Cyber liability).** Contractor shall maintain Network Security and Privacy Liability Insurance (Cyber liability) providing coverage sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage

to or destruction of electronic information, release of private information, alteration of electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

10.2.7. **Aircraft and Passenger Liability Insurance.** Contractor shall maintain Aircraft and Passenger Liability Insurance providing coverage for third party bodily injury and property damage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Limits will vary based on federal requirements, passenger and/or cargo capacity.

10.2.8. **Garage Keeper's Liability Insurance.** Contractor shall maintain Garage Keeper's Liability Insurance providing coverage that includes liability for loss or damage to vehicles which are the property of others and in the care, custody, or control of Contractor for storage, repair, or safekeeping.

10.2.9. **Hangar Keeper's Liability Insurance.** Contractor shall maintain Hangar Keeper's Liability Insurance providing coverage that includes liability for loss or damage to aircraft which are the property of others and in the care custody and control of Contractor for storage, repair, or safekeeping.

10.2.10. **Liquor Liability Insurance.** Contractor shall maintain Liquor Liability Insurance providing coverage that includes liability for claims arising from the sale or serving of alcohol on LAWA's premises. Coverage may be endorsed on the commercial general liability policy or through a stand-alone policy.

10.2.11. **Crime Insurance or Fidelity Bond Insurance.** Contractor shall maintain Crime Insurance or Fidelity Bond Insurance providing coverage for commercial crime insurance or a fidelity bond naming LAWA as a loss payee. The policy or bond shall cover theft, dishonesty, disappearance, forgery, alteration, and destruction caused by employee of Contractor.

10.3. **General Provisions:**

10.3.1. **Additional Insureds.** Contractor's insurance, with exception of workers compensation and professional liability, if required, shall name City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (referred to as "LAWA"), and its Board of Airport Commissioners, directors, officers, employees, their successors, and assigns as additional insureds.

10.3.2. **Primary Insurance.** Contractor's insurance shall be primary and non-contributory with any insurance maintained by LAWA and shall include cross liability or severability of interest, if applicable.

10.3.3. **Notice of Cancellation.** Contractor's insurance shall be endorsed to provide LAWA with notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days notice of cancellation.

10.3.4. **Acceptability of Insurers.** All required insurance shall be written by companies having an AM Best's rating of A- VII or equivalent, as determined by LAWA.

10.3.5. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention maintained by Contractor for any required coverage must be declared and approved by LAWA. LAWA reserves the right to request financial statements and Contractor agrees to be fully responsible for payment of any such deductibles or self-insured retentions.

10.3.6. **Insurance Compliance.** Contractor shall deliver to LAWA certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Contract, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by LAWA. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Contractor will not receive a notice to proceed until LAWA has approved insurance. LAWA reserves the right to request copies of required insurance policies, as needed.

Certificate holder shall read:

City of Los Angeles, Department of Airports,
also known as Los Angeles World Airports
P. O. Box 92216
Los Angeles, CA 90009
ATTN: Risk Management Department

Should Contractor fail to obtain and maintain the required insurance, LAWA reserves the right, upon ten (10) days prior written notice to Contractor of its intention to do so, to obtain and maintain such insurance on behalf of Contractor. Contractor shall be responsible for all costs incurred with respect to such insurance obtained by LAWA, plus administrative overhead.

10.3.7. **Maintenance of Insurance.** Contractor shall maintain all required insurance throughout the entire duration of this Contract without any lapse in coverage or reduction in required limits. LAWA reserves the right to reevaluate and adjust the insurance types and coverage limits required herein annually.

10.3.8. **Waiver.** Contractor agrees to waive all rights of recovery against LAWA, and cause its Workers' Compensation, Commercial General Liability, Automobile Liability, and Umbrella/Excess insurance policies to be endorsed to waive subrogation against LAWA. Contractor is solely responsible for insuring, repairing, or replacing any of its personal property and tools and equipment, whether owned, non-owned, or hired. Contractor waives all right of recovery or subrogation against LAWA regardless of cause of damage.

10.3.9. **Self-Insurance.** LAWA recognizes that some insurance requirements contained in this Contract may be fulfilled by self-insurance on the part of the Contractor. Self-insurance shall not in any way limit liabilities assumed by Contractor under this Contract including but not limited to naming LAWA as an additional insured and waiving rights of recovery.

Any self-insurance shall be approved in writing by LAWA upon satisfactory evidence of financial capacity. Contractor obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insured retentions.

10.3.10. **Subcontractors Insurance.** Contractor shall require insurance of its subcontractors for the types and coverage limits appropriate for the exposure in consultation with LAWA. In no event shall the insurance required of the Contractor be reduced or altered by the coverage maintained by subcontractors.

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:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 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);
 - 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;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 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.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as 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.

III. Agreements for the Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

- A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, and in the case of deeds and leases intends as a covenant running with the land, that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - B. With respect to contracts, in the event of breach of any of the above Nondiscrimination covenants, LAWA will have the right to terminate the contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the contract had never been made or issued.
 - C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, LAWA will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of LAWA and its assigns.
- IV. Agreements for the Construction/Use/Access to Real Property Acquired Under the Airport Improvement Activity, Facility, or Program.
- A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, and in the case of deeds and leases intends as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
 - B. With respect to contracts, in the event of breach of any of the above Non-discrimination covenants, LAWA will have the right to terminate the contract and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said contract had never been made or issued.

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, LAWA will there upon revert to and vest in and become the absolute property of LAWA and its assigns.