

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND
OTIS ELEVATOR COMPANY FOR THE MAINTENANCE, REPAIR AND
MODERNIZATION OF THE ELEVATORS, ESCALATORS AND MOVING
WALKWAYS AT LOS ANGELES INTERNATIONAL AIRPORT
AND VAN NUYS AIRPORT**

THIS CONTRACT ("Contract"), made and entered into this _____ day of _____, 2023 ("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 **OTIS ELEVATOR COMPANY**, with its principal place of business located in Los Angeles, California 90065 ("Contractor"). City and Contractor are collectively referred to herein as "Parties."

RECITALS

WHEREAS, the City desires to obtain the full maintenance, repair and modernization of the elevators, escalators and moving walkways (collectively, "Conveyance Systems") and the purchase of related materials, parts and equipment, as well as required annual Los Angeles Fire Department Chief Regulation No. 4 Testing Procedures (LAFD Reg 4)("Products and Services"), at Los Angeles International Airport ("LAX") and Van Nuys Airport ("VNY")(collectively, "Airports"); and

WHEREAS, LAWA, by action of the Board, approved and authorized the issuance of a Request for Proposal ("RFP") for the above referenced Products and Services; and

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

WHEREAS, LAWA selected Contractor based on the criteria set forth in the RFP; and

WHEREAS, Contractor represents that it is engaged, and expert in, the business of performing such Services and providing the associated Products under the terms and conditions set forth herein; and

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

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

Section 1.0 Incorporation by Reference. It is expressly understood and agreed that the following Attachments have been marked, and are by this reference, incorporated into and made a material part of this Contract: Attachment 1 - Scope of Work; Attachment 2 - Contractor's Price Proposal; Attachment 3 - Los Angeles Fire Department Chief Regulation No. 4 Testing Procedures (LAFD Reg 4); Attachment 4 - Full Conveyance; and Attachment 5 - Critical Conveyance List. It is further expressly understood and agreed that the RFP (including its Administrative Requirements, Specifications and Addenda), the Contractor's Proposal and its submitted Proposal documents and any bonds required under the RFP, 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 contained in the RFP documents issued by LAWA. If there is a conflict between the RFP and Contractor's Proposal, the RFP will prevail.

Section 2.0 Term of Contract.

2.1 Notwithstanding any other provision in this Contract, the term of this Contract shall commence on the Effective Date, and shall expire no later than three (3) years thereafter (the "Term"); subject, however, to earlier termination pursuant to the terms of this Contract.

2.2 The Chief Executive Officer of LAWA or his or her designee (the "CEO") shall have the right in his or her sole and absolute discretion to extend the Term for up to two (2) consecutive one (1) year periods. In order to exercise such right to extend the Term, the CEO shall give written notice of such election to extend, as to each such one (1) year extension period, not less than ninety (90) days prior to the date that such extension period would commence. Each such extension shall be on the same terms and conditions as set forth in this Contract.

Section 3.0 Contractor's Fee and Payment; Contractor's Payments.

3.1 Contractor agrees to provide all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricant, and technical information necessary to provide for the full and complete maintenance, repair and modernization of the Conveyance Systems at the Airports (and associated training of LAWA Elevator Shop staff to the extent made available to Contractor's staff), as well as required annual LAFD Reg 4 Testing of all elevators at the Airports, in strict compliance with Attachment 1 - Scope of Work and in accordance with the contractual terms, conditions and specifications set forth in the RFP and Contractor's Proposal and the price(s) contained in Attachment 2 - Contractor's Price Proposal.

3.2 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, City shall pay Contractor on a time and material basis and in accordance with the contractual terms set forth in Attachment 1 - Scope of Work and the all-inclusive hourly rates set forth in Attachment 2 - Contractor's Price Proposal. Said all-inclusive hourly rates in Attachment 2 - Contractor's Price

Proposal shall include, without limitation, all provisions for compensation, fringe benefits, overhead, insurance, materials, supplies, communications, general/non-inclusive reproduction, courier service, local travel (within 100 miles of LAX), general administration, other overhead expenses, profits, fees, other direct cost(s), and all out-of-pocket expenses, unless otherwise expressly provided in Attachment 2 – Contractor’s Price Proposal. City shall not pay any additional sums or supplemental rates of pay for “overtime” for services unless otherwise expressly provided for in Attachment 2 – Contractor’s Price Proposal.

3.3 Regardless of other provisions of this Contract, it is understood and agreed that the total sum to be paid by City to Contractor for all of Contractor’s Products and Services, as described in Attachment 1 - Scope of Work, an overall amount not to exceed Eighty Eight Million and 00/100 Dollars (\$88,000,000.00) 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 LAX. City 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, subject to LAWA’s right to withhold specified amounts from the monthly billing cycle should Contractor fail to meet required availability performance requirements as detailed in the “Equipment Availability” section of Attachment 1 – Scope of Work.

3.4 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.

3.5 The City shall, upon receipt and following approval of each payment request, remit to Contractor, at the address specified in this Contract, the appropriate amount.

3.6 LAWA shall not be required to make payment for Services or Products 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 LAWA is not obligated to pay for Contractor's time, mileage, or other expenses associated with travel unless specifically authorized by advance written notice from LAWA. All travel must be in conformity with Los Angeles Administrative Code §§ 4.220 through 4.242.8.

Section 4.0 Professional Standards. All work performed and services provided hereunder by Contractor shall be consistent with highest professional standards of the conveyance maintenance and service industry.

Section 5.0 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 6.0 Notices.

6.1 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.

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

**Otis Elevator Company
Attn: Ross Peare, Regional Sales Manager
2701 Media Center Drive, Suite 2
Los Angeles, CA 90065**

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

6.3 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).

6.4 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 7.0 City Held Harmless.

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

7.2 To the fullest extent permitted by law, LAWA shall defend, indemnify and hold harmless the Contractor from any and all claims, damages, losses, costs, and expenses (including reasonable attorney's fees and other litigation costs) against the Contractor which arise from or relate to LAWA staff's acts or omissions, or the acts or omissions of third parties under LAWA staff's direction or control, for actions taken solely as a result of any training conducted and

made available by the Contractor to LAWA staff. These obligations shall apply with respect to claims of injury or damage caused by LAWA staff or those acting on their behalf, and includes, but is not limited to, claims asserted by Contractor's employees or LAWA's staff, whether or not such injuries or damage may be covered by any applicable workers compensation statute. LAWA's obligations under this provision, however, do not extend to claims of injury or damage: (i) caused by Contractor or those acting on its behalf that are based, in whole or in part, on any training conducted and made available by the Contractor to Contractor's employees or third parties under Contractor's direction or control, and includes, but is not limited to, claims asserted by Contractor's employees or LAWA's staff, whether or not such injuries or damage may be covered by any applicable workers compensation statute; or (ii) that are based, in whole or in part, on Contractor's gross negligence, willful misconduct, or fraud.

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

7.4 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.

7.5 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement or the contract under which the work or services are performed.

Section 8.0 Hazardous and Other Regulated Substances.

8.1 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.

8.2 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.

8.3 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.

8.4 If Contractor 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.

8.5 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.

8.6 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.

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

Section 9.0 Restrictions and Regulations.

9.1 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

9.2 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the CEO which are now in force or which may be hereafter adopted by the Board and/or the CEO with respect to the operation of the Airport.

9.3 Contractor shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and or conditions.

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 two (2) calendar days after LAWA's mailing of the 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.

16.1 Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified on the Insurance Requirements for Los Angeles World Airports, Attachment 6, attached hereto and incorporated by reference herein.

16.2 The specified insurance (except for Workers' Compensation and Employers' Liability) shall also, either by provisions in the policies, by the City's own endorsement form or by other endorsement attached to such policies, include and insure the City, LAWA, the Board, and all of its officers, employees and agents, their successors and assigns, as additional insureds, against the areas of risk described in this Section as respects Contractor's acts or omissions arising out of the performance of this Contract, Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor at the Airport.

16.3 Waiver of Subrogation. For Commercial General Liability Insurance, Workers' Compensation Insurance, and Employers' Liability Insurance, the insurer shall agree to waive all rights of subrogation against City for losses arising from activities and operations of Contractor insured in the performance of Services under this Contract.

16.4 Sub-contractors. Contractor shall include all of its sub-contractors as insureds under its policies and shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by the CEO and approved as to form by the City Attorney.

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

16.6 All such insurance shall be primary and noncontributing with any other insurance held by LAWA where liability arises out of, or results from, the acts or omissions of Contractor, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Contractor.

16.7 Such policies may provide for reasonable deductibles and/or retentions acceptable to the CEO, based on the nature of Contractor's operations and the type of insurance involved.

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

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

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

16.11 Contractor shall provide proof of all specified insurance and related requirements to LAWA either by production of the actual insurance policy(ies), by use of LAWA's own endorsement form(s), by broker's letter acceptable to the CEO in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the CEO. The documents evidencing all specified coverages shall be filed with LAWA prior to the Contractor performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s). Should any of the above required policies be cancelled before the expiration date thereof, notice will be given in accordance with the policy provisions.

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

Section 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 Contractor Responsibility Program.

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

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

Section 21.0 Equal Benefits Ordinance (EBO).

21.1 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.

21.2 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 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 Prevailing Wage. Contractor shall at all times during the performance of the work hereunder pay the general prevailing rate of per diem wages for each craft or type of worker needed to execute this Contract, at such rate(s) as has been determined by the Director of the Department of Industrial Relations of the State of California.

Section 24.0 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 25.0 Small Business Enterprise.

25.1 Contractor hereby agrees and obligates itself to use the service of a Business Enterprise (SBE) firm or firms to be designated by Contractor at the level of ten percent (10 %) for each year of the Contract.

25.2 Contractor hereby further agrees and obligates itself to strictly comply with all of the Rules and Regulations ("Rules") of LAWA's Small Business Enterprise Program ("Program").

25.3 Failure to comply with any and all of the Program's requirements shall subject the Contractor to the "Penalties" set forth in the Program's Rules.

25.4 Contractor shall submit, on a monthly basis, together with its invoices for payment, the monthly Subcontractor Utilization Report and/or data entry into a business enterprise monitoring system selected by LAWA listing the SBE Subcontractors utilized during the reporting period. Contractor shall cooperate with LAWA personnel in providing such information as shall be requested by LAWA in order to ensure compliance with the provisions of this section. LAWA will not process or pay Contractor's subsequent invoices if the monthly Subcontractor Utilization Report and/or data entry into a business monitoring system selected by LAWA are not timely submitted or if the Contractor fails to cooperate with LAWA personnel by promptly providing any and all information related to SBE participation requested by LAWA.

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

Section 26.0 Compliance With Los Angeles City Charter Sections 470(C)(12) and 609(E).

26.1 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.

26.2 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 27.0 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 28.0 Environmentally Favorable Operations. If applicable, Contractor acknowledges for itself and any sub-contractors/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 29.0 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 30.0 Iran Contracting Act, 2010. In accordance with California Public Contract Code Sections 2200-2208, contractors entering into or renewing contracts with City for goods or services estimated at one million dollars (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit ("Affidavit"). Contractor's compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Agreement.

Section 31.0 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 32.0 Miscellaneous.

32.1 **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.

32.2 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.

32.3 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.

32.4 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.

32.5 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.

32.6 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.

32.7 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 33.0 Entire Agreement. This Contract, the attachments 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 34.0 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 This 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

Date: 6/20/23

By: [Signature]
Deputy City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer
Deputy Executive Director
Department of Airports

ATTEST:

By: [Signature]
Signature (Secretary)

Jim STRACHAN
Print Name

OTIS ELEVATOR COMPANY

Catherine Pierce

Digitally signed by Catherine Pierce
DN: CN = Catherine Pierce email =
pierce@otc.com C = US O = Otis Elevator
Co
Date: 2023.06.01 12:46:32 -0400

By: _____
Signature

Catherine Pierce

Print Name

Authorized Rep

Print Title