

**CONTRACT**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**ORKIN SERVICES OF CALIFORNIA, INC.**

**FOR**

**INTEGRATED PEST MANAGEMENT PROGRAM**

**AT**

**LOS ANGELES INTERNATIONAL**

**AIRPORT FACILITIES**

**CONTRACT BETWEEN THE  
CITY OF LOS ANGELES AND ORKIN SERVICES OF CALIFORNIA, INC.  
FOR AN INTEGRATED PEST MANAGEMENT PROGRAM FOR LOS ANGELES  
INTERNATIONAL AIRPORT FACILITIES**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF LOS ANGELES**, a municipal corporation, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "City"), and **ORKIN SERVICES OF CALIFORNIA, INC.**, (hereinafter also referred to as "Consultant"),

**RECITALS**

WHEREAS, City wishes to retain Consultant to provide professional services to develop, implement and manage an all-inclusive Integrated Pest Management (IPM) program for Los Angeles International Airport (LAX) facilities for a term of three (3) years, with two, two-year renewal options (referred to herein as the "Project") as defined by the City's Request For Proposal ("RFP") and described by the Scope of Services attached to this Contract as Exhibit "A"; and

WHEREAS, the City of Los Angeles' (City), Department of Airports, known as Los Angeles World Airports (LAWA) is responsible for the management and administration of this contract; and

WHEREAS, Consultant has represented it is engaged and expert in the business of performing such Services; and

WHEREAS, LAWA will designate its representative(s) to work with Consultant, and thereupon it will be incumbent upon Consultant 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 terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS AGREED AS FOLLOWS:

**Section 1.0 Definitions.**

It is understood that when the following words and phrases are used herein, each shall have the meaning set forth as follows:

BOARD:	The Board of Airport Commissioners of the City of Los Angeles.
CITY:	City of Los Angeles.
CONSULTANT:	Orkin Services of California, Inc.
LAWA:	Los Angeles World Airports, or Department of Airports, City of Los Angeles.
LAX:	Los Angeles International Airport.
LUMP SUM:	The all inclusive total sum to be paid for the negotiated scope of work, based either upon the percent complete of the Project or identified deliverables or a single total payment to be made at the completion of the Project.
EXECUTIVE DIRECTOR:	The Executive Director of Los Angeles World Airports or her designee.
FIXED FEE:	A not-to-exceed amount for the scope of work with an additional negotiated fee component.
PROJECT:	An all-inclusive Integrated Pest Management (IPM) program for all Los Angeles International Airport (LAX) facilities for a term of three (3) years, with two, two-year renewal options.
SERVICES:	All professional services to develop, implement and manage an all-inclusive Integrated Pest Management (IPM) program for all Los Angeles International Airport (LAX) facilities, as defined by the attached "Scope of Services" (Exhibit "A") and as specifically described in the Task Orders issued by LAWA to the Consultant, including all incidental work required to complete the Project.

**Section 2.0 Term of Contract.**

The term of this Contract shall be for a period of three (3) years, with two, two-year renewal options exercised at the sole discretion of LAWA, commencing upon the City's issuance of a Notice-to-Proceed, subject, however, to earlier termination as hereinafter specified in Section 24.0, Abandonment of Program and Cancellation of Contract or Suspension of Services.

**Section 3.0 Incorporated by Reference.**

It is expressly understood and agreed that the "Scope of Services" ("Services") has been marked Exhibit "A" and is, by this reference, incorporated into and made a material part of this Contract. It is further expressly understood and agreed that the Maximum "Rates" applicable to this Contract have been marked Exhibit "B" and are, incorporated into and made a material part of this Contract. It is further expressly understood and agreed that the First Source Hiring Program for Airport Employees has been marked Exhibit "C," and is, by this reference, incorporated into and made a material part of this Contract. It is further expressly understood and agreed that the Consultant's Proposal ("Proposal") received in response to the City's Request for Proposals has been marked Exhibit "D," and is, by this reference, incorporated into and made a material part of this Contract. It is further expressly understood and agreed that, the City's "Request For Proposals" ("RFP") (including its Administrative Requirements and Addendums) is, by this reference, incorporated into and made a material part of this Contract as though fully set forth herein. Consultant expressly acknowledges that this Contract is based upon the performance requirements contained in the Scope of

Services, the RFP and the Proposal. If there is a conflict between the Request for Proposals and the Proposal, the Request for Proposals will prevail.

**Section 4.0 [intentionally omitted]**

**Section 5.0 Services to be Performed by Consultant.**

5.1. Scope of Services. Consultant agrees to perform all Services in strict compliance with Exhibit "A", "Scope of Services".

5.2. Incidental Work. It is expressly understood and agreed that Consultant shall perform all incidental work required to complete the Services as described in the Scope of Services and the Proposal, including work for which no specific proposal item(s) was/were included, and/or including work which is required to furnish final, finished and detailed Work consistent with and fulfilling the intent of the Contract Documents. All such incidental work shall not be considered extra work for which additional compensation can be claimed by Consultant.

5.3. Deliverables. In its performance of the Services, the Consultant agrees to provide any Deliverables defined in in Scope of Services and the Proposal, and as may be further described in this Contract.

5.4. During the term of this Contract, Consultant shall, at all times, comply with all applicable laws, rules and regulations, of any and all City, State and Federal agencies, including, but not limited to, the FAA, TSA, the Department of Transportation (DOT), which may have jurisdiction over, or be concerned with, the programming and planning of Program tasks/Projects. Consultant shall work with the City in resolving any conflicting legal authorities and/or requirements: however, to the extent resolution of conflicts is not possible, the City's determination will be final.

5.5. If a change in the applicable laws, rules or regulations causes an increase in the scope of work or services to be performed by Consultant pursuant to this Contract, then the parties hereto shall agree upon additional compensation, if any, to be paid to

Consultant therefore, and this Contract shall be amended, if authorized, in writing, by Executive Director prior to the performance by Consultant of said increased work or service.

**Section 6.0 [intentionally omitted]**

**Section 7.0 Time Periods for Completion of Consultant's Services.**

7.1. It is understood and agreed that time is of the essence in the performance of each task(s), and phases within each task(s), under this Contract. The services and any defined deliverables shall be completed and delivered to the Executive Director in a prompt and timely fashion so as to permit the effective review and employment of the deliverables by LAWA during and throughout the performance of the Project.

7.2. The time during which Consultant is delayed in its work by the acts or neglect of City, or by City's employees or those under it by Contract or otherwise, by court order, by acts or failures to act of local, State and Federal Agencies, and the Airlines, or by acts of God which Consultant could not reasonably have foreseen and provided for, and which are not caused by, or the continuance of which are not due to, any fault or negligence on the part of Consultant, shall be added to the applicable period for completion of Consultant's services under this Contract, but City shall not be liable to Consultant for any damages on account of any such delay(s).

**Section 8.0 Consultant's Fee.**

8.1 For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, City shall pay Consultant, subject to the all-inclusive, maximum hourly rates set forth in "Exhibit B", attached hereto and incorporated herein, on either (1) a mutually agreed-upon lump sum basis, (2) a direct time and material basis, or (3) a fixed fee basis. Said all-inclusive maximum hourly rates in Exhibit "B" shall include, without limitation, all provisions for

compensation, fringe benefits, overhead, insurance, materials, supplies, communications, photocopying, reproduction, courier service, travel, general administration, other overhead expenses, profits, fees, other direct cost(s) (ODC), and all out-of-pocket expenses, unless otherwise expressly provided in Exhibit "B". City shall not pay any additional sums or supplemental rates of pay for "overtime" unless otherwise expressly provided for in Exhibit "B".

8.2 For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed the total sum of five million, two hundred fifty thousand Dollars (\$5,250,000).

8.3 With the written consent of the Executive Director, Consultant may add to the category(ies) of personnel, and or Sub-Consultants listed on Exhibit "B," indicating corresponding hourly rates for such additional personnel, but any such addition(s) of personnel, and/or of Sub-Consultants, shall not entitle Consultant to any additional compensation beyond what is specified in Subsections 8.1 and 8.2 herein and in the Contract Documents. LAWA provides for adjustment of annual rates with Executive Director or Designee approval for an amount not to exceed 2% based on consultant providing sufficient evidence of the corresponding increase(s) in consultant's cost(s).

8.4. City shall not be required to make payments for work not yet performed, nor for work deemed unsatisfactory by City. The parties agree that the Executive Director, shall make the final determination as to when Consultant's services, or any part thereof, have been satisfactorily performed or completed to justify release of any given payment to Consultant under this Contract

**Section 9.0 Payment of Consultant's Fee.**

9.1. Consultant shall submit a separate request for payment only on a monthly basis for Services completed during the billing period. Each request for payment shall contain a cumulative total of all monthly billings, and shall identify the monthly billing applicable to each task of Consultant's Services. Reports of technician activities and industry standard Integrated Pest Management reports must be submitted on a monthly basis in electronic form.

9.2. City reserves the right to request the use of specific billing templates supplied by LAWA and any additional substantiation regarding any request for payment if the Executive Director considers such additional substantiation to be in the best interests of City. City will process each request for payment, following City's normal procedure, upon approval of the request for payment by Executive Director.

9.3. All payment requests submitted by Consultant for Services (performed by Consultant, its sub-consultants or both) shall be certified by a duly authorized and knowledgeable officer of Consultant in a statement containing the following:

*"I certify, under penalty of perjury, under the laws of the State of California, that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this Contract, and that payment therefore has not been received."*

9.4. Consultant shall perform a thorough Quality Assurance (QA)/Quality Control (QC) of each monthly invoice prior to submitting the same to LAWA. Any errors discovered in the Consultants invoicing will be brought to the Consultant's attention during the review cycle and the Consultant will be given a short time frame of approximately 2-3 days to correct any issues or provide adequate level of support documentation in order to keep the invoice in process. Should the correction not be made in the time specified, the charges will be removed and the invoices short paid.



Should the charges be supported after the deadline they may be resubmitted in the next month's invoice for consideration, however if deemed in error or unallowable a second time the charges cannot be billed again.

9.5. Unless otherwise specifically directed by the Executive Director, Consultant shall submit all pertinent timesheets for itself, and for all Sub-Consultants, that relate to each of its submitted monthly invoice(s). Consultant shall also maintain, in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries in each submitted monthly billing statement. Such documentation shall be readily made available to the City, and to its duly authorized representative(s), upon request by the Executive Director.

9.6. City, the Federal Aviation Administration (FAA), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records, of Consultant, and/or of Sub-Consultants, which are directly pertinent this Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Consultant shall maintain "records", including, but not limited to, books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, sufficient to properly reflect all costs claimed to have been incurred under this Contract. Consultant shall make available to the City and to the Comptroller General, upon request and within a reasonable time, such records, materials and other evidence described herein for examination, audit or reproduction. Such records related to this Contract work shall be maintained and made available by Consultant for three (3) years after final payment on, final termination settlement of, or final dispute resolution of, this Contract, whichever is later. To the extent that an audit by the City, City's independent auditors, Program Consultant, or their designees discloses excess charges inaccurately or improperly invoiced or allocated to this Contract by the Consultant or its Sub-Consultants, Consultant agrees to remit the

amount of the overpayment to the City upon demand. If such audit discloses an overcharge of two percent (2%) or more of the total amount invoiced to the City for any year audited, and such audit is correct, Consultant shall pay the actual cost of such audit, which cost, in the case of audits conducted by City's auditors or City using in house staff, shall be computed on the basis of two (2) times the direct payroll of the audit staff completing the audit and audit report. Should audit disclose an underpayment to Consultant, City shall promptly remit the amount of the underpayment to the Consultant. The foregoing obligations to pay in the event of an overcharge do not apply to errors discovered in the processing of Applications for Payment in the ordinary course of business or to adjustments in the Consultant's Rate Rate in Exhibit B. Consultant shall include, in any and all Sub-Consultant agreements under this Contract that exceed One Hundred Thousand Dollars (\$100,000.00), a provision setting forth the record retention requirements specified in this paragraph.

**Section 10.0 Insurance.**

10.1. Consultant 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 by LAWA in the RFP, attached hereto and incorporated by reference herein. The specified insurance (except for Workers' Compensation and professional Liability) shall also, by endorsement to the policies, include and insure City, its Department of Airports, its Board and all of City's officers, employees and agents, their successors and assigns, as additional insureds, against the areas of risk described in the RFP with respect to Consultant's acts or omissions in its operations, use, and occupancy of the Airports owned and operated by the Department (hereinafter referred to as "Airport") or other related functions performed by or on behalf of Consultant in, on or about the Airport.

10.2. Waiver of Subrogation. For commercial general liability insurance,

workers' compensation insurance, and employer's liability insurance, the insurer shall agree to waive all rights of subrogation against City for Losses arising from activities and operations of Consultant insured in the performance of Services under this Contract.

10.3. 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, Consultant'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 of Los Angeles assumed by the Consultant under this Contract.

10.4. All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of, or results from, the acts or omissions of Consultant, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Consultant.

10.5. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director, based upon the nature of Consultant's operations and the type of insurance involved.

10.6. City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, 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 venture of Consultant in its operations at the Airport.

10.7. In the event Consultant fails to furnish City evidence of insurance, or to maintain the insurance as required under this Section, City, upon ten (10) days' prior written notice to Consultant of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Consultant, and Consultant agrees to

promptly reimburse City for the cost thereof, plus fifteen percent (15%) for administrative overhead.

10.8. 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 the City. If any such coverage is cancelled or reduced, Consultant shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated, or is being provided through another insurance company or companies.

10.9. Consultant shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to Executive Director. The documents evidencing all specified coverages shall be filed with City prior to the Consultant 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), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s) and the Consultant provide actual, written notice (by Certified Mail) to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

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

**Section 11.0 City Held Harmless.**

11.1 To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Consultant and/or Consultant's agents or employees) by reason of injury to, or death of, any person(s) (including Consultant and/or Consultant's agents or employees), or for damage to, or destruction of, any property (including property of Consultant and/or Consultant'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 Consultant's and/or Sub-Consultant's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees; Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Consultant's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Consultant to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence; Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

11.2. In addition, and consistent with the requirements of Section 13.6 below, Consultant agrees to protect, defend, indemnify, keep and hold harmless City, including

its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Consultant 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. Consultant agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

11.3 In Consultant'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.

11.4. Survival of Indemnities. The provisions of this Section 11 shall survive the termination of this Contract.

**Section 12.0 Hazardous Materials and Other Regulated Substances.**

Consultant shall not be held responsible for the presence or remediation of asbestos, asbestos-related materials, or any other hazardous substance, in any form whatsoever, as such materials and substances are defined by the Environmental Protection Agency or any other public authority, found on any property or structure that is the subject of services performed by Consultant under this Contract.

**Section 13.0 Intellectual Property Ownership and Rights.**

13.1. Ownership. All Work Products originated and prepared by Consultant or its sub-consultant of any tier under this Contract shall be and remain the property of the City for its use in any manner it deems appropriate; provided, however, that any use

unintended under this Contract, or modification or alteration of the Work Products without the direct involvement of the Consultant shall be without Liability to Consultant. Work Products are all works, tangible or not, created under this Contract for the City including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property therein. To the extent applicable under the U.S. Copyright Act, all works created by Consultant under this Contract are work-made-for-hire created for the sole benefit and ownership of the City. Consultant hereby assigns, and agrees to assign to City, all goodwill, copyrights and trademarks in all Work Products originated and prepared by Consultant under this Contract. Consultant further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. This paragraph shall survive expiration or termination of this Contract.

13.2. Obligations on Sub-consultant. Any sub-contract entered into by Consultant relating to this Contract, to the extent allowed hereunder, shall include a like provision (on City's ownership in Work Products) for work to be performed under this Contract to Contractually bind or otherwise oblige its sub-consultants performing work under this Contract such that the City's ownership rights of all Work Products are preserved and protected as intended herein. Failure of Consultant to comply with this requirement or to obtain the compliance of its sub-consultant with such obligations shall subject Consultant to all remedies allowed under law and termination of this Contract.

13.3. Use of Work Products by Third Parties. Consultant shall not make available, provide or disclose any Work Product to any third party without prior written consent of the City.

13.4. No Transfer of Pre-Existing Intellectual Property. Nothing herein may be construed to transfer to the City any ownership, interest or right in any of the

Consultant's intellectual property, trade secrets or know-how that is pre-existing before commencement of this Contract, or that is derived independent of Consultant's performance of this Contract.

13.5. Non-Infringement Warranty. Consultant hereby represents and warrants that performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information. This section shall survive expiration or termination of this Contract.

13.6. Indemnification of Third Party Intellectual Property Infringement Claims.

Consultant will defend at its sole expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter), the City, its commissioners, officers, directors, agents, employees, or affiliates ("City Defendants") for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trade marks, service marks, ideas, concepts, themes, methods, algorithms and other proprietary information or rights (collectively "Intellectual Property rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Consultant or Sub-Consultants in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product furnished by Consultant and/or Sub-Consultant under the Contract. Consultant also shall indemnify the City against any loss, cost, expense, liability, and damages awarded against the City or settlement as a consequence of such Action. Under no circumstances is Consultant liable under this sub-section to defend and hold the City harmless, where the City licenses or sublicenses for profit any of the intellectual property rights in the Work Product to a third-party whose use of the intellectual property gives rise to the alleged



infringement and whose use is not in any way part of the intended use for the benefit of the City under this Contract.

13.7. In Consultant's defense of the City Defendants, negotiation, compromise, and settlement of any such infringement 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.

13.8. Where any Work Product furnished by Consultant is in a form of software or firmware ("Vehicle"), and if any part of the such Vehicle (a) becomes the subject of an Action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; Consultant shall, with the City's consent, do one of the following immediately. Consultant shall at its expense either:

- i) Procure for the City the right to continue using said part of the Vehicle; OR
- ii) Replace the Vehicle with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the City or diminish the intended benefits and use of the Work Product by the City under the specifications herein.

13.9. Rights and remedies available to the City hereinabove shall survive the expiration or other termination of this Contract. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This Paragraph shall survive the expiration or other termination of this Contract.

13.10. Consultant's Trade Secrets. Trade Secrets, as used in this Contract, are defined in California Government Code Section 6254.7 and California Evidence

Code Section 1061(a)(1) and may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. No Work Products or deliverables created and delivered to City under this Contract may constitute Trade Secrets of Consultant.

13.11. Consultant hereby stipulates that City is not nor expected to be in possession of any of Consultant's Trade Secrets. In the unlikely event that Consultant reveals any of its Trade Secrets (that is so marked conspicuously on every page) to City to further the intent and purpose of this Contract and so notifies City in writing that it has revealed its Trade Secrets to City, then City agrees to notify Consultant of any request made pursuant to the California Public Records Act, Cal. Gov. Code, § 6250 et seq., ("CPRA") that includes Consultant's Trade Secrets. City may disclose any of Consultant's Trade Secrets if Consultant does not object in writing to the City after 10 calendar days from the notice mailing date by the City to Consultant of the CPRA request.

13.12. Unless expressly stated otherwise, for all pre-existing third-party and Consultant's intellectual property (if any), including software, required to operate or use any Work Product delivered by Consultant, Consultant hereby grants and will cause others to grant City (including its agents and consultants) a royalty-paid, perpetual, irrevocable license to use such pre-existing intellectual property internally by the City (including its agents and consultants).

**Section 14.0 Standard of Care.**

Consultant's professional services rendered in the performance of this Contract shall conform to the generally accepted professional standards of a specialist in the designated professional fields in the State of California.

**Section 15.0 Independent Contractor.**

In furnishing the services provided for herein, Consultant is acting as an independent contractor, is to furnish such services in its own manner and method, and is in no respects to be considered an officer, employee, servant or agent of City.

**Section 16.0 Nondiscrimination and Affirmative Action Program.**

16.1. Consultant, in the performance of this Contract, agrees and obligates itself not to discriminate in its employment practices against any employee or applicant for employment because of the employees or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Consultant further agrees to abide by the provisions of Section 10.8.4 of City's Administrative Code, printed on the CERTIFICATION FOR CONTRACTS OF MORE THAN \$5,000, which Certification City acknowledges Consultant has previously submitted along with a copy of its Affirmative Action Plan. Said Plan, having been approved by City, shall remain valid for one (1) year from the date of approval and, with said Certification, shall be incorporated by reference in and become part of this Contract. Consultant agrees that, prior to the expiration of said Plan, Consultant will again submit to City its revised and/or updated Affirmative Action Plan for approval as well as another completed Certification.

16.2. All subcontracts awarded under this Contract shall contain similar provisions and Consultant shall require each of its Subcontractor/Sub-consultants to

complete a like CERTIFICATION, and to submit to it an Affirmative Action Plan acceptable to City.

16.3. Consultant 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 all other applicable statutes, ordinances and regulations relative to employment, wages and hours of labor.

**Section 17.0 First Source Hiring Program for Airport Employers (LAX Only).**

17.1 Consultant shall comply with the applicable provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached hereto as Exhibit "C" and made a material term of this Contract. Consultant shall be an "Airport Employer" under the First Source Hiring Program.

**Section 18.0 Small Business Enterprises (SBE) [if applicable].**

18.1. Consultant hereby agrees and obligates itself to utilize the services of Small Business Enterprise (SBE) firms designated in its proposal (specifically, a five Percent (5%) Small Business Enterprise (SBE) Consultant/Sub-consultant level of participation for the required Project designated Work).

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

18.3 Failure to comply with any of the Program's requirements shall subject the Consultant to the "Penalties" set forth in the Program's Rules.

18.4 Consultant shall submit, on a monthly basis, together with its invoice for payment the SBE Utilization Form listing the SBE Subcontracts utilized during the reporting period. Consultant 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 Consultant's subsequent invoices if the SBE Utilization Forms are not timely submitted or if the Consultant fails to cooperate with LAWA personnel by promptly providing any and all information related to SBE participation request by LAWA.

18.5 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 Contract being deemed "Non-Responsible". (Section 10.40 et seq. of the Los Angeles Administrative Code.)

**Section 19.0 Living Wage and Service Contract Worker Retention Requirements.**

19.1. Living Wage Ordinance. Consultant expressly agrees, as a part of its obligations under this Contract, to comply with the terms of the Living Wage Ordinance as set forth in Los Angeles Administrative Code Section 10.37, et seq., including any future amendments thereto.

19.2. Service Contractor Worker Retention Ordinance. Consultant expressly agrees, as part of its obligations under this Contract, to comply with the terms of the Service Contract Worker Retention Ordinance as set forth in the Los Angeles Administrative Code Section 10.36, et seq., including any future amendments thereto.

19.3. No Retaliation. Consultant shall not retaliate against any employee lawfully asserting noncompliance with the provisions of either the Living Wage Ordinance or the Service Contract Worker Retention Ordinance.

19.4. City Remedies. Consultant's violation of the Living Wage Ordinance or Service Contract Worker Retention Ordinance shall be deemed to be a breach of this Contract, for which City shall be entitled to pursue all remedies available under law, including, but not limited to, termination of this Contract.

19.5. Pledge of Consultant. Consultant hereby pledges, and shall require each of its subcontractors/sub-consultants within the meaning of the Living Wage Ordinance as respects this Contract, to pledge to and to comply with the terms of Federal law proscribing retaliation for union organizing. Consultant shall deliver the executed pledges from each such subcontractor/sub-consultant to City within ninety (90) days of the execution of this Contract. Consultant's delivery of executed pledges from each such subcontractor/sub-consultant shall fully discharge Consultant's obligations with respect to such pledges, and shall fully discharge the obligation of the Consultant and the Subcontractor/Sub-consultants to comply with the provisions in the Living Wage Ordinance, contained in Section 10.37.6(c), concerning compliance with such Federal law.

19.6. Subcontractor/Subconsultant Compliance. Consultant agrees to include, in every subcontract entered into between Consultant and any Subcontractor/Subconsultant under this Contract, a provision pursuant to which such Subcontractor/Subconsultant: (1) agrees to comply with the Living Wage Ordinance and the Service Contract Worker Retention Ordinance with respect to this Contract; (2) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the Subcontractor/Subconsultant with the provisions of either the Living Wage Ordinance or the Service Contract Worker Retention Ordinance; and (3) agrees and acknowledges that City, as the intended third party beneficiary of this provision may (a)

enforce the Living Wage Ordinance and Service Contract Worker Retention Ordinance directly against the Subcontractor/Subconsultant with respect to this Contract, and (b) invoke, directly against the Subcontractor/Subconsultant with respect to the Contract, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contract Worker Retention Ordinance, as same may be amended from time to time.

**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, Consultant certifies and represents that the Consultant will comply with the EBO. Furthermore, Consultant 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 Consultant 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 Child Support Orders.**

Consultant expressly agrees, as part of its obligations under this Contract, to comply with the terms of the Child Support Assignment Orders Ordinance as set forth in Los Angeles Administrative Code Section 10.10, et seq., Ordinance No. 172,401, including any future amendments thereto.

**Section 22.0 Contractor Responsibility Program.**

Pursuant to Resolution No. 21601 adopted by the Board, 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 this 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.

**Section 23.0 Failure to Provide Prompt, Efficient and Thorough Services.**

If, in the opinion of Board, Consultant fails to provide prompt, efficient and thorough services, or if Consultant fails to complete the several portions of its work within the time limits provided, City shall have the right to cancel this Contract, and pay Consultant therefore in accordance with the provisions of Section 24.0, "Abandonment of Program and Cancellation of Contract or Suspension of Services".

**Section 24.0 Abandonment of Program and Cancellation of Contract or Suspension of Services.**

24.1. If, at any time, Board, for any reason, decides to terminate the Project, or any part thereof, or Consultant's services, or any part thereof, Board may: 1) require Consultant to terminate the performance of all, or a portion, of its services; and/or 2) terminate this Contract, or any part thereof, upon giving Consultant a thirty (30) day written notice prior to the effective date of such termination, which date shall be specified in such notice. Upon receipt of the Notice, Consultant shall immediately cease all activity except for that activity expressly authorized by the Notice.

24.2. In the event this Contract, or any portion hereof, and/or Consultant's services, or any portion thereof, is terminated by City, City shall only pay Consultant the amount due to the Consultant for services provided up to the termination date.



24.3. City shall not be liable for the cost of work performed, nor for expenses incurred, subsequent to the date specified by City in the thirty (30) day written notice to terminate. Such payments shall be made by City within a reasonable time following receipt of Consultant's invoice(s) therefore.

24.4. Executive Director may, at any time, upon written order to Consultant, require Consultant to stop all, or any part, of the services called for by this Contract for a period of thirty (30) days. Said thirty (30) day period shall commence on the day the written order is delivered to Consultant, and shall further be extended for any period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this clause. Upon receipt of such an Order, Consultant shall forthwith comply with its terms. Within a period of thirty (30) days after a Stop Work Order is delivered to Consultant, or within any extension of that period to which the parties have agreed, City shall either:

- (a) Cancel the Stop Work Order; or
- (b) Terminate the services as provided in Section 24.1 hereof.

24.5. If a Stop Work Order issued under this Section is cancelled or expires, or the period of any extension thereof is cancelled or expires, Consultant shall not resume work until the Stop Work Order has been retracted in writing by LAWA. Upon retrieval of the Stop Work Order an equitable adjustment will thereafter be made for Consultant's time of performance, Consultant's compensation, or both, consistent with the provisions of Section 7.0 of this Contract, if:

- (a) The Stop Work Order results in an increase in the time required for, or in Consultant's cost properly allocable to, the performance of services under this Contract; and
- (b) Consultant asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided,

however, that City may investigate any facts relating to any such claim.

24.6. If a Stop Work Order is not cancelled or retracted, and the services covered by such order are terminated for the convenience of City, no costs resulting from said Stop Work Order shall be allowed.

24.7. It is understood and agreed that should City decide that any portion of Program and/or Consultant's services shall be suspended or terminated, this Contract shall continue to apply to that portion or those portions not suspended or terminated, and that such suspension or termination of a portion of Program or services shall in no way make void or invalid this Contract as to that portion, or those portions, not suspended or terminated.

24.8. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become City property upon date of such termination. Consultant agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. The section shall survive termination of this Contract.

**Section 25.0 Assignment or Transfer Prohibited.**

25.1. Consultant 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 Executive Director. The names of Subcontractor/Subconsultants or others whom Consultant intends to employ to perform services as part of the Program shall be submitted to Executive Director for prior approval.

25.2. For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Consultant is a partnership or limited

liability company, the transfer of fifty percent (50%) or more of the partnership interest or membership or the dissolution of the Consultant; and, (ii) if Consultant is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Consultant.

**Section 26.0 Business Tax Registration.**

26.1. Consultant represents that it has registered its business with the City Clerk of the City of Los Angeles and has obtained and presently holds from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.0 and following, of City's Municipal Code).

26.2. Consultant 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 27.0 Confidentiality of Information.**

27.1. Unless expressly agreed otherwise by the Executive Director in writing, all Deliverables (including but not limited to all drawings, documents, specifications, plans, reports, statistics and data) and any other information in any form prepared by or provided to Consultant in connection with this Contract (collectively, "Program Data") are property of the City and are confidential. Consultant expressly agrees that, except as specifically authorized by the Executive Director in writing or as may be required by law, Program Data will be made available only to the Executive Director, and, on a need-to-know basis, Consultant's employees and subcontractors. Consultant acknowledges that Program Data may contain information vital to the security of the Airports. Consultant shall take utmost precaution/measures while sharing information with its Subconsultants,

and shall do so on a need-to-know basis only, even while working on the Program. If Consultant fails to comply with this section, Consultant will be liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity reasonably incurs in good faith as a result of such failure, including, without limitation, the design and construction of improvements, procurement and installation of security devices, and posting of guards. Consultant and its Subconsultants shall store all the information gathered as part of this Program in a secure and safe place during and/or after the performance of this Contract.

27.2. Except as authorized in writing by the Executive Director, Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the tasks/projects to which the Services pertain.

27.3. If Consultant is presented with a subpoena or a request by an administrative agency regarding any Program Data which may be in Consultant's possession by reason of this Contract, Consultant must immediately give notice to the Executive Director and to the City Attorney for the City of Los Angeles, with the understanding that the City will have the opportunity to contest such process by any means available to it before any Program Data are submitted to any court, administrative agency, or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

#### **Section 28.0 Appropriation of Funds.**

28.1. Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated herein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to

Consultant unless the City shall have first made an appropriation of funds equal to, or in excess of, its obligation to make any payments as provided in this Contract. Consultant agrees that any services provided by Consultant, purchases made by Consultant, or expenses incurred by Consultant, in excess of said appropriation(s), shall be free and without charge to the City, and the City shall have no obligation to pay for any of said services, purchases or expenses. Consultant shall have no obligation to provide services, nor to incur any expenses, in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

28.2. If the City does not appropriate additional funds in an amount equal to, or in excess of, its obligation to make any payments as provided in this Contract, either party may terminate the Contract by providing thirty (30) days written notice to the other party. The parties agree that this termination provision shall have no force or effect on either of the parties' respective rights to terminate this Contract under any other provision thereof.

**Section 29.0 Compliance With Applicable Laws.**

Consultant shall, at all times during the performance of its obligations under this Contract, comply with all then currently enacted local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990 (collectively "Laws"), to the extent such Laws are applicable to the Program. Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with such enactments. Further, Consultant agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and CA Title Section 24, and any amendments thereto, or successor statutes.

**Section 30.0 Waiver.**

The waiver by City 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 31.0 Entire Agreement.**

It is expressly understood and agreed by the parties that this Contract, Exhibits "A", "B," "C" and "D" hereto, the RFP, the Proposal and all other materials referenced herein, constitute the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement. Any amendment(s) or changes(s) to this Contract shall be in writing, and effective only when such amendment(s) or change(s) are executed by the parties hereto.

**Section 32.0 Miscellaneous.**

32.1. It is the intention of the parties hereto that if any provision of this Contract is capable of different 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.

32.2. In the event that any of the provisions, or portions or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Consultant shall endeavor to negotiate an equitable adjustment in the provisions of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, portions or applications thereof shall not be affected thereby.

32.3. This Contract, and every question arising hereunder, shall be construed, determined and enforced in accordance with the laws of the State of California. Venue shall be at the Southwest District of the Superior Court of the State of California for the County of Los Angeles.

32.4. The Section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

**Section 33.0 Notices.** All notices shall be in writing and addressed as follows:

33.1. Notices to City, the Executive Director, and to the City Attorney of the City of Los Angeles shall, until Consultant's receipt of written notice otherwise from these parties, be addressed to said parties at:

**Los Angeles World Airports,  
Airports Development Group  
7301 World Way West, 9<sup>th</sup> Floor  
Los Angeles CA, 90045  
and  
Los Angeles City Attorney  
1 World Way  
Los Angeles, CA 90045**

33.2. Notices to Consultant shall, until City's receipt of written notice otherwise from Consultant, be addressed to Consultant at

**Orkin Services of California, Inc.  
John Yuan, Operations Manager  
Robert E. Barr, District Sales Manager  
18710 South Wilmington Avenue  
Rancho Dominguez, CA 90220**

33.3. All such notices may either be delivered personally to Executive Director or to the Office of the City Attorney, Airports Division, in the one case, or to Consultant in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by certified or registered mail, and shall be effective upon receipt.

33.4. The execution of any such notice(s) by Executive Director shall be as effective as to Consultant as if it were executed by Board, or by Resolution or Order of said Board, and Consultant shall not question the authority of Executive Director to execute any such notice(s).

**Section 34.0 Vendor Discount.**

Consultant agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under this Contract which meet the discount term.

**Section 35.0 Compliance With Los Angeles City Charter Section 470(c)(12) and 609(E).**

The Consultant, 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 to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Consultant 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 Consultant and other underwriting firm members of the underwriting syndicate subject to Charter Section 470(c)(12) and 609(e), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:



Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions

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

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

**Section 36.0 Alternative Fuel Vehicle Requirement Program (LAX Only).**

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

**Section 37.0. Environmentally Favorable Operations.**

If applicable, Contractor acknowledges for itself and any sub-concessionaires that its operation of its activities under this Contract will be subject to all Department 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."

IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by Executive Director, and Consultant has caused the same to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:  
Michael N. Feuer, City Attorney

CITY OF LOS ANGELES

Date: 8/25/15  
By: [Signature]  
Deputy City Attorney

By: \_\_\_\_\_  
Executive Director  
Department of Airports

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

ATTEST:

ORKIN SERVICES OF  
CALIFORNIA, INC.

By: [Signature]  
Secretary (Signature)  
Thomas Luczynski  
Print Name

By: [Signature]  
Signature  
E. A. Iarocci  
Print Name  
President  
Print Title

[SEAL]

**EXHIBIT A**  
**SCOPE OF SERVICES**

**The general categories of services to be provided include, but are not limited to, the following:**

- Develop a written IPM program for LAX, a World Class International Airport, inclusive of all LAX property whether LAWA occupied or leased property to tenants, concessionaires and airlines covering a total of approximately 15.8 million square feet. The written IPM program must be completed within 6 months of LAWA's issuance of a Notice to Proceed.
- Inventory all facilities that require treatment and pest control.
- Assess the needs of the facilities and compliance requirements.
- Follow best –in-industry standards.
- Implement the IPM program over a three (3) year, with two, two-year renewal options year period, maintain staff on-site, train customers, schedule regular and on-call inspections and treatment, manage the IPM program, and provide reports.

More specifically, the IPM program will include:

Pest control and management in the following facilities:

Nine Terminals

- Passenger hold rooms
- Food concessions
- Retail concessions
- Airline leased spaces (Offices, shops, storage, etc.)
- Storage rooms
- Ramp areas (Common areas, GSE contractors, lunchrooms, etc.)
- Trash compactors and trash collection bins
- FIS facilities
- TSA facilities
- Locker rooms

Other CTA facilities

- Theme building
- Central Utilities Plant
- Administration buildings
- Parking structures
- Construction facilities and areas

Approximately 50 outlying facilities

- Administration East
- Administration West
- Maintenance Administration
- Maintenance shops
- Warehouse
- Cafeteria
- Police station
- Project Management trailers
- Bus operations

Hangar 1  
Flight path  
Child care center  
Records retention

Develop and document the IPM program.

- Inventory all the facilities
- Assess the needs for each facility
- Develop check list for inspections, trap placement, etc.
- Recommend sustainable processes and materials
- Establish staffing levels

IPM program administration

- Coordinate with stakeholders- treatment and inspections
- Receive and respond to service calls
- Perform routine inspections
- Document and track all IPM activities
- Produce daily reports and action recommendations
- Perform training and education of stakeholders
- Staff 3 shifts 24/7 for treatment, inspections, response, training, reporting, etc.
- In addition to the technicians, have one supervisor on site during day shift.
- Facilities may be added or removed from the IPM Program as requested by the LAWA Contract Administrator. The Contractor shall credit or debit the associated charges for such action. Response time to any addition or deletion of a structure must be within 2 weeks from written notification.

**Los Angeles International Airport Approximate Total Building Area is 15,800,000 Square Feet.**

The Contractor will need to be flexible in adjusting the Scope of Work as LAWA requests.

Coordinate Compliance with USDA, Los Angeles County Health Department and other appropriate regulatory agencies.

Consultant shall participate in demolition planning meetings prior to commencement of demolition of structures. Consultant shall develop a pest management plan around the demolition perimeter to ensure pests do not migrate to other facilities. The plan must be presented to the contract administrator two weeks prior to the start of the project for approval. Consultant will meet and collaborate with demolition contractor's pest management vendor, and advise contractor when necessary to ensure pest management plans are effective in suppressing pest migration. Consultant will attend demolition project meetings and provide progress reports on pest management activities.

**EXHIBIT B**  
**RATES TABLES**

**Maximum All-Inclusive Rates** –The positions of Consultant's staff members providing services must match one of the categories outlined below unless previously approved in writing by LAWA.

**Maximum All-Inclusive Rate Table**

<b>Title/Category</b>	<b>Maximum All-Inclusive Hourly Rates</b>
Senior/Lead Technician	\$110.00
Technician	\$100.00
Entomologist	\$125.00

## EXHIBIT C

### FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

- I. Purpose. The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.
- II. Definitions. As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport" shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

"Coalition" shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister's Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating

Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

"Coalition Representative" shall mean the following: The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

"Cooperation Agreement" shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

"On-Site" shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

III. Coverage. This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.

IV. Targeted Applicants. Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.

First Priority: Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and

Second Priority: Low-Income Individuals residing in City.

V. Initial Airport Employer Roles.

A. Liaison. Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.

B. Long-Range Planning. Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. Airport Employer Hiring Process.



- A. Notification of Job Opportunities. Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
- B. Referrals. After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.
- C. Hiring.
1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
  2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
  3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may

hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.

4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at anytime. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.

- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.
- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this Program, and the conflicting provisions of this Program shall not be enforceable.
- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that

any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.

- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
  
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
  
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
  
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.
  
- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
  
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and

the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.

- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.