

accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

"This Agreement is a subcontract under the terms of a prime agreement with the City of Hawthorne and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the City of Hawthorne."

D. All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the City. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the City shall not be construed to constitute a determination of the allowability of any cost under this Agreement.

E. The Contractor agrees that it shall be held responsible to the City for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such agreement forwarded to the City at or about the time of execution.

F. The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the City shall have no liability or responsibility with respect thereto.

G. The Contractor shall not assign or subcontract any part or all of its interest in this Agreement without written approval from the City/SBWIB.

H. All applicable provisions and requirements of this Agreement shall apply to any subcontracts or subagreements. The Contractor agrees that the City for the performance of any subcontractor(s) shall hold the Contractor responsible. Procurement of subcontractor and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

