

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
AND HNTB CORPORATION AT
VAN NUYS AIRPORT**

THIS CONTRACT, made and entered into this _____ day of _____, 2016, 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 **HNTB CORPORATION**, (hereinafter also referred to as "Consultant"),

RECITALS

WHEREAS, City's Department of Airports, by action of the Board; approved and authorized the issuance of a Request for Proposals (RFP) for the design services desired for the project entitled "**Professional Engineering Design Services for Taxiway A & B and Service Roads Rehabilitation Project at Van Nuys Airport** (hereinafter referred to as "Project") at Los Angeles World Airports (hereinafter referred to as "LAWA"); and

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

WHEREAS, in response to said RFPs, Consultant was determined to be a top scoring Proposer for the Project; 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, in consideration of the premises, and of the terms, 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 "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 "Job Classifications", marked Exhibit "B", and "Cost Reimbursable Guidelines", marked Exhibit "C", applicable to this Contract are, by this reference, incorporated into and made a material part of this Contract. It is further expressly understood and agreed that, the LAWA's "Request For Proposals" ("RFP") (including its Administrative Requirements and Addenda) has been marked Exhibit "D" and 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 RFP.

Section 2.0 Term of Contract.

The term of this Contract shall be for a period of five (5) years commencing upon Consultant's receipt from LAWA of a Notice-to-Proceed subject, however, to earlier termination as hereinafter specified in Section 25.0, Abandonment of Program and Cancellation of Contract or Suspension of Services. LAWA may terminate this Contract without cause and without liability for damages, upon giving the Consultant a thirty (30) day advance written notice or as otherwise provided herein.

Section 3.0 CEQA Compliance Conditions.

3.1. LAWA and the Consultant acknowledge and agree that the obligations of the parties under this Contract are conditioned on LAWA complying with and completing the California Environmental Quality Act ("CEQA") process in connection with the Projects, and the expiration of the applicable period for any challenge to the adequacy of LAWA's compliance with CEQA without any challenge being filed. LAWA and the Consultant acknowledge that compliance with CEQA may require modifications to the Projects and agree that any modifications made to the Projects as a result of compliance with CEQA may necessitate amendments to this Contract in a mutually acceptable manner. Neither party shall be bound hereby unless and until the CEQA process is completed, and there is no possibility of a challenge pursuant to CEQA.

3.2. Mitigation measures and other potential changes or alternatives to the Projects, required in connection with project level environmental reviews pursuant to CEQA, will be addressed and added to the scope of the Projects as needed. This Contract does not authorize the commencement of any activity on the Project prior to completion of the appropriate environmental review and LAX Plan Compliance approval. No work may commence under the Contract until the Consultant has received a Task Order.

3.3. With respect to the "Professional Engineering Design Services" enumerated in the Scope of Services, this Contract is not legally binding, will not take legal effect, and no services may commence until the Consultant has been given a Task Order.

Section 4.0 Services to be Performed by Consultant.

4.1. Scope of Services. Consultant agrees to perform all Services in strict compliance with Exhibit "A", "Scope of Services". All work shall be assigned in written Task Orders issued by LAWA and as may be further described in this Contract including all documents incorporated herein or that may be referenced.

4.2. Incidental Work. It is expressly understood and agreed that Consultant shall perform all incidental work required to complete the Services as described by Task Orders, 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.

4.3. Deliverables. In its performance of the Services, the Consultant agrees to provide any Deliverables defined in specific Task Orders to this Contract, and as may be further described in this Contract.

4.4. 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 Federal Aviation Administration (FAA), Transportation Security Administration (TSA), the Department of Transportation (DOT), which may have jurisdiction over, or be concerned with, the programming and planning of Project tasks. Consultant shall work with LAWA in resolving any conflicting legal authorities and/or requirements: however, to the extent resolution of conflicts is not possible, LAWA's determination will be final.

4.5. 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 LAWA prior to the performance by Consultant of said increased work or service.

Section 5.0 Task Orders.

5.1. Any Services to be provided by Consultant shall only be performed pursuant to Task Orders that provide a detailed description of either the services or tasks to be performed and the personnel to be provided, the time frame for the work to be performed, the not to exceed amount to be charged, and any estimated expenses.

5.2. All personnel to be assigned to work under this Contract shall be authorized through the use of a written Task Order, and compensated according to the guidelines established herein for the services provided.

5.3. Consultant shall provide a complete detailed proposal for each Task Order. The Task Order may be written to cover one or more Consultant employees from the attached list of positions in the Exhibit B, Job Classifications.

5.4. Task Orders and any and all amendments to Task Orders shall be in writing and signed by LAWA and the Consultant.

5.5. This is a non-exclusive Contract and the City and LAWA are only obligated to Consultant for the scope and amount authorized within any given executed Task Order.

Section 6.0 Time Periods for Completion of Consultant's Services.

6.1. 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 LAWA 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.

6.2. The time during which Consultant is delayed in its work by the acts or neglect of LAWA, or by LAWA'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 LAWA shall not be liable to Consultant for any damages on account of any such delay(s).

Section 7.0 Consultant's Fee.

7.1. For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, LAWA shall pay Consultant, subject to the maximum hourly rates and cost schedules set forth in "Exhibits B and C," 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.

7.2. 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 Eight Hundred Sixty Thousand and 00/100 Dollars (\$5,860,000.00).

7.3. LAWA, may add to the category(ies) of personnel, and or Sub-Consultants listed on Exhibit "B," indicating corresponding hourly rates for such additional personnel. 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 7.1 and 7.2 herein.

7.4. LAWA shall not be required to make payments for work not yet performed, nor for work deemed unsatisfactory by LAWA. The parties agree that LAWA, 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.

7.5. Consultant or subconsultant shall pay to any subconsultant, not later than seven (7) days after receipt of each payment, the respective amounts allowed the Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Consultant or subconsultant to a subconsultant, the Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Consultant shall include this provision in all subcontracts.

Section 8.0 Payment of Consultant's Fee.

8.1. Consultant shall submit a separate request for payment only on a monthly basis, or as directed by LAWA, 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. All requests for payments/invoices must be in accordance with Exhibit "C", "Cost Reimbursable Guidelines".

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

8.3. 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."

8.4. 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.

8.5. Unless otherwise specifically directed by LAWA, 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 billing statement. Such documentation shall be readily made available to LAWA, and to its duly authorized representative(s), upon request by LAWA.

8.6. LAWA, the 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 to 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 LAWA 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 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 9.0 Application for Payment.

9.1. Each Request for Payment shall contain documentation acceptable to LAWA and the City. Such documentation shall include invoices for reimbursable expenses, applicable employee time sheets, identification of the scope of work completed, billing by personnel and job classifications and the applicable billing rates. Costs shall be broken down by direct labor costs, indirect field overhead rate, Fee or home office rate if pre-approved by LAWA, and other direct costs (ODCs). Each Request for Payment shall also contain a cumulative total of all monthly billings, shall identify cost broken down per Task Order, Task Order authorization amount, the monthly billing applicable to each Task Order, and a cumulative total applicable to each Task Order.

9.2. The Consultant shall also submit with each monthly Requests for Payment, a "Subcontractor's Small/Minority/Women/Disadvantaged Business Utilization Form." The failure to submit said Utilization Form with the Request for Payment, will result in delaying the processing of said Request for Payment.

9.3. LAWA reserves the right to require additional substantiation regarding any Request for Payment if LAWA considers such additional substantiation to be in the best interest of LAWA. LAWA shall process the Request for Payment, following LAWA's normal procedure, upon approval of said request by LAWA.

9.4. The parties agree that time is of the essence in the submission of any charge, invoice or Request for Payment and agree that, as a condition precedent to Consultant's right to payment, Consultant shall submit any charge, invoice or Request for Payment no later than 120 days from the last date of service for which payment is sought. The parties agree that Consultant waives its right to payment for any charge, invoice or Request for Payment submitted more than 120 days from the last date of services for which payment is sought.

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 in the Administrative Requirements 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 Administrative Requirements, hereof 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 LAWA 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 LAWA, based upon the nature of Consultant's operations and the type of insurance involved.

10.6. LAWA 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 LAWA evidence of insurance, or to maintain the insurance as required under this Section, LAWA, 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 LAWA 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 LAWA. If any such coverage is cancelled or reduced, Consultant 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.

10.9. Consultant 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 LAWA in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to LAWA. The documents evidencing all specified coverages shall be filed with LAWA 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. LAWA 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 LAWA,

who may thereafter require Consultant to adjust the amount(s) of insurance coverage(s) to whatever amount(s) LAWA 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 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 LAWA 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 LAWA 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 LAWA. Consultant hereby assigns, and agrees to assign to LAWA, 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 LAWA to perfect, memorialize, or record LAWA'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 LAWA'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 LAWA'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 LAWA.

13.4. No Transfer of Pre-Existing Intellectual Property. Nothing herein may be construed to transfer to LAWA 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 contributory, 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), LAWA, its commissioners, officers, directors, agents, employees, or affiliates ("LAWA 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 LAWA's actual or intended use of any Work Product furnished by Consultant and/or Sub-Consultant under the Contract. Consultant also shall indemnify LAWA against any loss, cost, expense, liability, and damages awarded against LAWA or settlement as a consequence of such Action. Under no circumstances is Consultant liable under this sub-section to defend and hold LAWA harmless, where LAWA 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 LAWA under this Contract.

13.7. In Consultant's defense of LAWA Defendants, negotiation, compromise, and settlement of any such infringement Action, LAWA 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 LAWA's consent, do one of the following immediately. Consultant shall at its expense either:

- i) Procure for LAWA 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 LAWA or diminish the intended benefits and use of the Work Product by LAWA under the specifications herein.

13.9. Rights and remedies available to LAWA 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 LAWA under this Contract may constitute Trade Secrets of Consultant.

13.11. Consultant hereby stipulates that LAWA 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 LAWA to further the intent and purpose of this Contract and so notifies LAWA in writing that it has revealed its Trade Secrets to LAWA, then LAWA 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. LAWA may disclose any of Consultant's Trade Secrets if Consultant does not object in writing to LAWA after 10 calendar days from the notice mailing date by LAWA 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 LAWA (including its agents and consultants) a royalty-paid, perpetual, irrevocable license to use such pre-existing intellectual property internally by LAWA (including its agents and consultants).

Section 14.0 Standard of Care.

14.1. Consultant's services rendered in the performance of this Contract shall conform to the generally accepted professional standards of a specialist who provides engineering design services for major international airports of the type, scope, quality and complexity described in the Scope of Services.

14.2. Consultant shall assure the standard of care provided for is met by providing effective supervision and peer review as necessary to provide for quality control and quality assurance of the design.

14.3. Consultant shall, at its own expense, promptly correct each and every design error and/or omission for which it is responsible, whether or not the result of failure to meet the standard of care, and whether committed by it or a subconsultant or sub-subconsultant of it. Consultant's obligation in this regard is in addition to all other legal and contractual obligations of Consultant.

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 LAWA.

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

This Section intentionally left blank.

Section 18.0 Disadvantaged Business Enterprises DBE.

18.1. Pursuant to United States Code of Federal Regulations Title 49 Transportation, Subtitle A, Part 26 (49 CFR 26), Executive Directive No. 2001-26 of Mayor Richard Riordan and the Provisions of Resolution No. 19765 of the Board of Airport Commissioners, it is the policy of Los Angeles World Airports (LAWA) to provide Disadvantaged Business Enterprises (DBEs) an equal opportunity to participate in the performance on all LAWA contracts. The objective of this policy is to achieve the participation of DBEs at levels comparable to their availability to provide goods and services to Los Angeles World Airports, with the ultimate goal of developing their status and expertise so that they may compete for future contracts on an equal basis.

18.2. Consultant hereby agrees and obligates itself to utilize the services of the DBE firms designated in its bid on the level designated in its bid [specifically, at least fifteen percent (15%) DBE Subcontractor level of participation].

18.3. Consultant shall submit, on a monthly basis, together with its invoice for payment the DBE Utilization Form listing the DBE Subcontractors 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 DBE 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 DBE participation requested by LAWA.

18.4. 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 Consultant 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 LAWA 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 LAWA 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 LAWA, 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 LAWA 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 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 of Los Angeles to inform each Bidder that in submitting a bid/proposal to LAWA the Bidder 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 Bidder.

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, 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 22.0 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 23.0 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 (including consultants) 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 24.0 Failure to Provide Prompt, Efficient and Thorough Services.

If, in the opinion of LAWA, 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, LAWA shall have the right to cancel this Contract, and pay Consultant therefore in accordance with the provisions of Section 25.0, "Abandonment of Program and Cancellation of Contract or Suspension of Services".

Section 25.0 Abandonment of Program and Cancellation of Contract or Suspension of Services.

25.1. If, at any time, Board, for any reason, decides to terminate the Program, 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.

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

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

25.4. LAWA 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, LAWA shall either:

- (a) Cancel the Stop Work Order; or
- (b) Terminate the services as provided in Section 25.1 hereof.

25.5. 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 LAWA may investigate any facts relating to any such claim.

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

25.7. It is understood and agreed that should LAWA 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.

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

Section 26.0 Assignment or Transfer Prohibited.

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

26.2. 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 27.0 Business Tax Registration.

27.1. 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).

27.2. 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 28.0 Confidentiality of Information.

28.1. Unless expressly agreed otherwise by LAWA 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 LAWA and are confidential. Consultant expressly agrees that, except as specifically authorized by LAWA in writing or as may be required by law, Program Data will be made available only to LAWA, 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 LAWA, the airlines, the FAA, or the 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.

28.2. Except as authorized in writing by LAWA, 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.

28.3. 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 LAWA and to the City Attorney for the City of Los Angeles, with the understanding that LAWA 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 29.0 Appropriation of Funds.

29.1. Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated herein, and in order for LAWA to comply with its governing legal requirements, LAWA shall have no obligation to make any payments to Consultant unless LAWA 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 LAWA, and LAWA 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 LAWA appropriates additional funds for this Contract.

29.2. If LAWA 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 30.0 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 LAWA 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 31.0 Waiver.

The waiver by LAWA 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 Entire Agreement.

It is expressly understood and agreed by the parties that this Contract, Exhibits "A", "B," "C" and "D" hereto, 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 33.0 Miscellaneous.

33.1. 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.

33.2. 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, LAWA 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.

33.3. 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.

33.4. 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 34.0 Notices.

All notices shall be in writing and addressed as follows:

34.1. Notices to City, LAWA, 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, 10th Floor
Los Angeles CA, 90045,**

And

**Los Angeles City Attorney's Office
1 World Way
Los Angeles, CA 90045.**

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

**James Long, P.E.
HNTB Corporation
6033 W. Century Blvd., Suite 1050
Los Angeles, CA 90045**

34.3. All such notices may either be delivered personally to LAWA 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.

34.4. The execution of any such notice(s) by LAWA 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 LAWA to execute any such notice(s).

Section 35.0 Vendor Discount.

Consultant agrees to offer LAWA 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 36.0 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 LAWA to terminate this Agreement and pursue any and all legal remedies that may be available.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by LAWA, 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: 12/17/14

By: _____
Chief Executive Officer
Department of Airports

By: [Signature]
Deputy City Attorney

By: _____
Wei Chi
Comptroller
Department of Airports

ATTEST:

By Craig W. Denson
Secretary (Signature)

HNTB CORPORATION
By [Signature]
Signature

Craig W. Denson
Print Name

DANIEL H DIXON
Print Name

WEST DIVISION OPERATIONS OFFICER
Print Title

[SEAL]