

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND HNTB CORPORATION
FOR DESIGN SERVICES FOR AIRFIELD IMPROVEMENT PROGRAM AT
LOS ANGELES INTERNATIONAL AIRPORT**

THIS CONTRACT ("Contract"), made and entered into this _____ day of _____, 2021, in Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and Charter City ("City"), acting by order of and through its Board of Airport Commissioners ("Board") of the Department of Airports (also known as Los Angeles World Airports or "LAWA"), and **HNTB CORPORATION** (hereinafter also referred to as "Consultant"),

RECITALS

WHEREAS, LAWA, authorized the issuance of a Request for Proposals ("RFP") for the on-call services desired in the project entitled "Design Services for Airfield Improvement Program" ("Project") at Los Angeles International Airport ("Airport"); and

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

WHEREAS, in response to said RFP, 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 design services of the type sought by LAWA and required for the Project; 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 promises, 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 following Exhibits and Attachments have been marked, and are by this reference incorporated into and made a material part of this contract: Exhibit A Scope of Services (“Services”); Exhibit B Cost Reimbursable Guidelines; Exhibit C First Source Hiring Program; Attachment “1” Administrative Requirements; Attachment “4” Federal Requirements, including its required forms (Exhibit D); Exhibit E Negotiated Cost Proposal; and Exhibit F Inclusivity Commitments. It is further expressly understood and agreed that, LAWA’s “Request For Proposals” (“RFP”) (including its Addenda) 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 seven (7) 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 Project 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 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.

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 job classifications to be provided, the time frame for the work to be performed, the not to exceed amount to be charged, and any estimated expenses. The Consultant shall be compensated according to the Task Order and the guidelines established herein for the services provided.

5.2. Consultant shall provide a complete detailed proposal for each Task Order. The Task Order may be written to cover one or more job classifications from the Exhibit E Negotiated Cost Proposal, or other job classification(s) as agreed to and approved by LAWA.

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

5.4. 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 material 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. Consultant agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject to the exercise of the generally accepted standard of care for performance of such services, provided, that the parties may at any time agree to a written change order in the event of an increase or decrease in the cost of, or the time required for, performance of any service under this Agreement. Consultant shall submit written notice of such impacts to LAWA and a mutually agreed upon amendment to the applicable Task Order shall be issued in writing executed by both parties prior to Consultant's performance of such services.

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 Payment for Services.

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 Exhibit B and Exhibit E 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 negotiated total sum of Thirty Four Million Seven Hundred Thousand and xx/100 Dollars (\$34,700,000.00) in accordance with Exhibit E.

7.3. LAWA, may add to the job classification(s), and or Sub-Consultants listed in Exhibit E, 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 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, which shall be paid to Consultant within thirty (30) days of LAWA's receipt of a satisfactory invoice.

7.5. 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."

7.6. 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 Consultant waives its right to payment for these charges.

7.7. 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 made available to LAWA, and to its duly authorized representative(s), upon request by LAWA.

7.8. LAWA shall not be required to make payments for work not yet performed, nor for work deemed unsatisfactory by LAWA, which shall be in accordance with the standard of care outlined herein. 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.

7.9. 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 E. 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 8.0 Application for Payment.

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 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, and other direct costs (“ODCs”). All requests for payments/invoices must be in accordance with

Exhibit B, "Cost Reimbursable Guidelines." 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.

8.2. The Consultant shall also submit with each monthly Requests for Payment, a print out of its B2G "Contract Audit Summary" or, for Contracts not utilizing B2G, a "Subcontractor's Small/Minority/Women/Disadvantaged Business Utilization Form." A failure to submit said documentation with the Request for Payment, will result in remedies and/or sanctions as LAWA, or applicable law, deems appropriate, and a delay in processing future Requests for Payment.

8.3. 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.

8.4. 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 one hundred twenty (120) days from the last date of services for which payment is sought.

Section 9.0 Insurance.

9.1. 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 Attachment 1: Administrative Requirements, Insurance Requirements for Los Angeles World Airports, 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, LAWA, the Board and all of City's officers, employees and agents, their successors and assigns, as additional insureds, against the areas of risk described on Insurance Requirements for LAWA with respect to Consultant's acts or omissions in its operations, use, and occupancy of the Airports owned and operated by LAWA or other related functions performed by or on behalf of Consultant in, on or about the Airport.

9.2. Waiver of Subrogation. For commercial general liability insurance, Workers' Compensation insurance, and Professional 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.

9.3. Subcontractors. Consultant shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by the LAWA's Chief Executive Officer ("CEO") and approved as to form by the City Attorney.

9.4. Each specified insurance policy (other than Workers' Compensation and Professional 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 assumed by the Consultant under this Contract.

9.5. 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.

9.6. 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.

9.7. LAWA shall have no liability for any premiums charged for such coverage(s). The inclusion of City, LAWA, the 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.

9.8. In the event Consultant fails to furnish LAWA evidence of insurance, or to maintain the insurance as required under this Section, LAWA, shall afford Consultant ten (10) days' prior written notice to Consultant of its intention to secure the required insurance at the cost and expense of Consultant. Consultant may secure its own insurance, and furnish evidence of such insurance to LAWA, during this ten (10) day period. Should Consultant fail to secure insurance,

and provide evidence of said insurance to LAWA within the ten (10) day period, LAWA 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.

9.9. 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 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.

9.10. Consultant shall provide proof of all specified insurance and related requirements to LAWA either by production of the actual insurance policy(ies), certificates of insurance, 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.

9.11. 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 10.0 City Held Harmless.

10.1. 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.

10.2. In addition, and consistent with the requirements of Section 12.6 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.

10.3. 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.

10.4. **Survival of Indemnities.** The provisions of this Section 10 shall survive the termination of this Contract.

Section 11.0 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 12.0 Intellectual Property Ownership and Rights.

12.1. **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.

12.2. **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.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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, trademarks, 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.

12.7. 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.

12.8. 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.

12.9. 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.

12.10. 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.

12.11. 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 ten (10) calendar days from the notice mailing date by LAWA to Consultant of the CPRA request.

12.12. 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 13.0 Standard of Care.

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

13.2. 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.

13.3. 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 of it. Nothing contained herein precludes Consultant from requiring subconsultant to promptly correct any such error or omission attributable to it. Consultant's obligation in this regard is in addition to all other legal and contractual obligations of Consultant.

Section 14.0 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 15.0 Nondiscrimination and Affirmative Action Program.

15.1. During the term of this Contract, Consultant agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Consultant shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Consultant shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

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

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

Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

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

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

Section 16.0 First Source Hiring Program for Airport Employers (LAX Only).

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 17.0 Disadvantaged Business Enterprises.

17.1. 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.

17.2. Consultant hereby agrees and obligates itself to utilize the services of the DBE firms designated in its Proposal on the level designated in its Proposal; specifically, at least sixteen point five percent (16.5%) DBE level of participation.

17.3. Consultant hereby agrees and obligates itself to achieve additional Inclusivity utilization, specifically at least at the levels designated in its Proposal and included herein as Exhibit F.

17.4. On a monthly basis, Consultant shall enter subcontractor payments into the Business Diversity Compliance Management System (also known as B2GNOW) or other reporting method and business enterprise monitoring system selected by LAWA listing the DBE Subcontractors and other subcontractors utilized during the reporting period. The Consultant and its approved subcontractors shall utilize the B2GNOW or other reporting method to track and confirm progress payment and shall cooperate with LAWA personnel in providing participation information as requested by LAWA in order to ensure compliance with the provision of this section. Future payment requests may be delayed or withheld if Consultant fails to enter subcontractor utilization information at time of invoicing or Consultant fails to promptly provide any and all information related to DBE participation as requested by LAWA. In addition, LAWA may take other remedies and/or sanctions as LAWA, or applicable law, deems appropriate.

17.5. Failure to comply with any Disadvantaged Business Enterprise requirements shall subject the Consultant to remedies and/or sanctions as provided for by law.

17.6. 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 18.0 Subcontractor Payments.

Prompt Payments. Consultant agrees to pay each subconsultant under this prime contract, and require the same of its subconsultants, not later than seven (7) days after receipt of each progress 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 pursuant to California Business and Professions Code Section 7108.5. 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 19.0 Living Wage and Worker Retention Requirements.

19.1. Living Wage Ordinance.

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

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

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

19.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Consultant is not initially exempt from the LWO, Consultant shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract, and shall execute the Declaration of Compliance Form attached to this Contract, contemporaneously with the execution of this Contract. If Consultant is initially exempt from the LWO, but later no longer qualifies for any exemption, Consultant shall, at such time as Consultant is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and the City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if the City determines that Consultant violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

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

19.2. Worker Retention Ordinance. This Contract may be subject to the WRO (Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference. If applicable, Consultant must also comply with the WRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of

\$25,000 and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety (90) day transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the WRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, the City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject contractor violated the provisions of the WRO.

Section 20.0 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.

Section 21.0 Assignment of Anti-Trust Claims.

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

Section 22.0 Equal Benefits Ordinance (EBO).

22.1. 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.

22.2. 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 23.0 Child Support Orders.

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

of Consultant and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

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

Section 24.0 Contractor Responsibility Program.

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

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

Section 25.0 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 Project and Cancellation of Contract or Suspension of Services".

Section 26.0 Abandonment of Project and Cancellation of Contract or Suspension of Services.

26.1. 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.

26.2. 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.

26.3. 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.

26.4. 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.

26.5. 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.

26.6. 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.

26.7. 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.

26.8. 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 27.0 Assignment or Transfer Prohibited.

27.1. 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's CEO. 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.

27.2. 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 28.0 Business Tax Registration.

28.1. 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).

28.2. 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 29.0 Confidentiality of Information.

29.1. 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.

29.2. 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.

29.3. 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 30.0 Appropriation of Funds.

30.1. 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.

30.2. 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 31.0 Compliance With Applicable Laws.

31.1. Consultant shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, LAWA, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. 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 the City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

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

Section 32.0 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 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.

34.1. Notices to 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
The Development Group
7301 World Way West, 10th Floor
Los Angeles CA, 90045**

**Office of the City Attorney
1 World Way
P.O. Box 92216
Los Angeles, CA 90045**

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

**HNTB Corporation
Attn: Kevin A. Haboian, P.E.
6033 W. Century Blvd., Ste. 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 Iran Contracting Act, 2010.

In accordance with California Public Contract Code Sections 2200-2208, contractors entering into or renewing contracts with City for goods or services estimated at one million dollars (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit (“Affidavit”). A copy of Consultant’s completed Affidavit is attached hereto as Exhibit F. Consultant’s compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Agreement.

Section 37.0 Entire Agreement.

It is expressly understood and agreed by the parties that this Contract, including the Exhibits and Attachments referenced and incorporated 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 38.0 Execution.

This Contract and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Contract, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature;

(ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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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: 12/16/2021

By: _____
Chief Executive Officer
Department of Airports

By: [Signature]
Assistant/Deputy City Attorney

By: _____
Chief Financial Officer
Department of Airports

ATTEST:

HNTB CORPORATION

By: Craig W. Denson
Secretary (Signature)

By: [Signature]
Signature

Craig W. Denson
Print Name

Kevin A. Haboian, P.E.
Print Name

Senior Vice President
Print Title

[SEAL]