

**FIRST AMENDMENT TO
AVB MANAGEMENT PARTNERS CONTRACT DA-4834
FOR PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT
SUPPORT SERVICES**

This First Amendment to Contract No. DA-4834 is made and entered into as of _____, 2016 by and between AVB Management Partners, a Joint Venture comprised of AECOM Technical Services, Inc., a Delaware corporation with its principal place of business in Los Angeles, California, Vanir Construction Management, Inc., a California corporation with its principal place of business in Sacramento, California and BA, Inc., a California corporation with its principal place of business in Los Angeles, California hereinafter referred to as "Consultant" and the City of Los Angeles, a municipal corporation and charter city, acting by order of and through the Board of Airport Commissioners ("Board") of Department of Airports (aka Los Angeles World Airports or "LAWA") hereinafter referred to as "City." City and the Consultant are collectively referred to as the "Parties."

RECITALS

WHEREAS, City and Consultant entered into the Contract for Project Management/Construction Management Support Services ("Contract") on September 5, 2013; and

WHEREAS, the Parties seek to amend this Contract to extend the term, increase the amount of compensation payable, and revise the Contract to address the provision of insurance during the extended term and include certain statutory, ordinance and LAWA-mandated provisions.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Contract as follows:

AMENDMENT

1. Section 2.0 Term of Contract.

Section 2.0 is hereby deleted in its entirety and replaced with the following:
"Section 2.0 Term of Contract. The term of this Contract shall be for a period commencing upon September 26, 2013 and expiring June 30, 2020, subject, however, to earlier termination as hereinafter specified in Section 24.0, Abandonment of Program and Cancellation of Contract or Suspension of Services."

2. Section 8.2 Consultant's Fee.

Section 8.2 is hereby deleted in its entirety and replaced with the following:
"8.2 For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed the total sum of One Hundred Twenty-Six Million Eight Hundred Thousand Dollars (\$126,800,000.00)."

3. Section 31. Entire Agreement.

Section 31 is amended to add reference to Exhibits F and G, so that the first sentence now reads "...that this Contract, Exhibits 'A' through 'G' hereto and all"

4. Section 37. Iran Contracting Act of 2010.

Section 37 is added to the Contract as follows: "Section 37. Iran Contracting Act of 2010. In accordance with California Public Contracting Code §§2200-2208, all persons entering into or renewing contract with LAWA 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 attached as Exhibit F. Consultant's compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Contract."

5. Section 38. Municipal Lobbying Ordinance.

Section 38 is added to the Contract as follows: "Section 38. Municipal Lobbying Ordinance. Consultant shall comply with the provisions of the Los Angeles Municipal Lobbying Ordinance, Municipal Code §48.01, et seq, as amended. Consultant's executed CEC Form 50 forms are contained in Consultant's 2013 Proposal. Consultant's compliance with the terms of the Municipal Lobbying Ordinance and CEC Form 50 is a requirement and condition of this Contract."

6. Section 39. Alternative Fuel Vehicle Requirement Program (for LAX Only).

Section 39 is added to the Contract as follows: "Consultant shall comply with the provisions of Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 22554 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached as Exhibit G. Consultant's compliance with the terms of the Alternative Fuel Vehicle Requirement Program is made a requirement and condition of this Contract."

7. Insurance Page, Exhibit E.

Exhibit E to the Contract, Insurance Requirements For Los Angeles World Airports, states under the category of Term: "Three years." Notwithstanding this provision, Consultant agrees to maintain the insurance required under this Contract for the entire term of this Contract. .

8. Section 40. Full Force and Effect.

Section 40 is added to the Contract as follows: "All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect."

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed, by their respective authorized signatories, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

CITY OF LOS ANGELES

Date: June 3, 2016

By: [Signature]
Deputy City Attorney

Deborah Flint
Chief Executive Officer

APPROVED:

By: _____
Wei Chi
Deputy Executive Director
Comptroller

**AECOM TECHNICAL SERVICES,
INC.**

By: [Signature]

Carol F. Brandenburg-Smith

Name

Associate VP/Assistant Secretary

Title

By: Matt Ulukeya


MATT ULUKAYA

Name

VICE PRESIDENT

Title

**VANIR CONSTRUCTION
MANAGEMENT, INC.**


By: 

Joseph A. Mehula

Name

President

Title

By: 


Alexander V. Leon

Name

Chief Financial Officer/Sr. Vice President

Title

B A, INC.

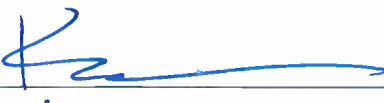
By: 

Hope A. Bullock

Name

Secretary

Title

By: 

KATE SUENRAM

Name

DIRECTOR OF ENGINEERING

Title

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder or person who proposes to enter into or renew a contract ("Bidder") shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the Bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the Bidder shall complete and sign ONE of the options shown below.

OPTION #1: CERTIFICATION

We, the officials named below, certify that we are duly authorized to execute this certification on behalf of the each of the members of the Joint Venture AVB Management Partners that Bidder and its members are **not** on the current DGS list of persons engaged in investment activities in Iran and are **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Name of Bidder: AVB MANAGEMENT PARTNERS

AECOM TECHNICAL SERVICES, INC.

Signed by: Matt Wulhara (Authorized Signature)

VANIR CONSTRUCTION MANAGEMENT, INC.

Signed by: Amber V. [Signature] (Authorized Signature)

B A, INC:

Signed by: [Signature] (Authorized Signature)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the

certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Bidder: AVB MANAGEMENT PARTNERS

AECOM TECHNICAL SERVICES, INC.

Signed by: _____ (Authorized Signature)

VANIR CONSTRUCTION MANAGEMENT, INC.

Signed by: _____ (Authorized Signature)

B A, INC:

Signed by: _____ (Authorized Signature)

ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY)

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies. Vehicles that are powered with a fuel that includes petroleum-derived gasoline or diesel are Alternative-Fuel Vehicles only if the petroleum-derived energy content of the fuel is no more than twenty percent (20%) of the total energy content of the fuel. Vehicles powered by dual fuel technologies are Alternative-Fuel Vehicles only if no more than twenty-percent (20%) of the fuel used by the engine comes from a petroleum-derived fuel. Vehicles powered by fuels that are derived from sources other than petroleum, but that can be used in conventional spark or combustion-ignition engines, are Alternative-Fuel Vehicles.

"CARB" shall mean the California Air Resources Board.

"Comparable Emissions Vehicle" shall mean a vehicle powered by an engine certified by CARB operating on petroleum-derived gasoline or diesel fuel that has criteria pollutant emissions less than or equal to a comparable alternative fuel engine.

"Covered Vehicles" is defined in Section II below.

"EPA" shall mean the United States Environmental Protection Agency.

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this policy.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (i) is determined by an Independent Third Party Monitor to be (x) commercially available, (y) suitable for performance of a particular task, and (z) certified by CARB or EPA to meet the applicable engines emission standard in effect at the time of purchase; and (ii) is equipped with a retrofit device that reduces NOx emissions by at least twenty-five percent (25%) and reduces particulate matter by at least eighty-five percent (85%). Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

"Operator" shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

II. Covered Vehicles. The requirements under this Attachment shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX ("**Covered Vehicles**").

III. Conversion Schedule.

- A. By January 31, 2010, fifty percent (50%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.
- B. By January 31, 2015, one hundred percent (100%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.

IV. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Section III above because neither Alternative-Fuel Vehicles nor Comparable Emissions Vehicles are commercially available for performance of particular tasks, LAWA will instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine on an annual basis whether Alternative-Fuel Vehicles or Comparable Emissions Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles are not commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

V. Written Reports. Operator shall complete and submit to LAWA the vehicle information required on the reporting form accessible on-line at <https://online.lawa.org/altfuel/> on a semi-annual basis. The reporting form may be amended from time to time by LAWA.

**FIRST AMENDMENT TO PARSONS TRANSPORTATION GROUP
CONTRACT NO. DA-4835 FOR PROJECT
MANAGEMENT/CONSTRUCTION MANAGEMENT
SUPPORT SERVICES**

This First Amendment to Contract No. DA-4835 is made and entered into as of _____, 2016 by and between Parsons Transportation Group, Inc., an Illinois corporation with its principal place of business in Los Angeles, California hereinafter referred to as "Consultant," and the City of Los Angeles, a municipal corporation and charter city, acting by order of and through the Board of Airport Commissioners ("Board") of Department of Airports (aka Los Angeles World Airports or "LAWA") hereinafter referred to as "City." City and the Consultant are collectively referred to as the "Parties."

RECITALS

WHEREAS, City and Consultant entered into the Contract for Project Management/Construction Management Support Services ("Contract") on September 5, 2013; and

WHEREAS, the Parties seek to amend this Contract to extend the term and revise the Contract to address the provision of insurance during the extended term and include certain statutory, ordinance and LAWA-mandated provisions.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Contract as follows:

AMENDMENT

1. Section 2.0 Term of Contract.

Section 2.0 is hereby deleted in its entirety and replaced with the following:

"Section 2.0 Term of Contract. The term of this Contract shall be for a period commencing upon September 26, 2013 and expiring December 25, 2017, subject, however, to earlier termination as hereinafter specified in Section 24.0, Abandonment of Program and Cancellation of Contract or Suspension of Services."

2. Section 31. Entire Agreement.

Section 31 is amended to add reference to Exhibits F and G, so that the first sentence now reads "...that this Contract, Exhibits 'A' through 'G' hereto and all"

3. Section 37. Iran Contracting Act of 2010.

Section 37 is added to the Contract as follows: "Section 37. Iran Contracting Act of 2010. In accordance with California Public Contracting Code §§2200-2208, all persons entering into or renewing contract with LAWA 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 attached as Exhibit F. Consultant's compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Contract."

4. Section 38. Municipal Lobbying Ordinance.

Section 38 is added to the Contract as follows: "Section 38. Municipal Lobbying Ordinance. Consultant shall comply with the provisions of the Los Angeles Municipal Lobbying Ordinance, Municipal Code §48.01, et seq, as amended. Consultant's executed CEC Form 50 form is contained in Consultant's 2013 Proposal. Consultant's compliance with the terms of the Municipal Lobbying Ordinance and CEC Form 50 is a requirement and condition of this Contract."

5. Section 39. Alternative Fuel Vehicle Requirement Program (for LAX Only).

Section 39 is added to the Contract as follows: "Consultant shall comply with the provisions of Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 22554 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached as Exhibit G. Consultant's compliance with the terms of the Alternative Fuel Vehicle Requirement Program is made a requirement and condition of this Contract."

6. Insurance Page, Exhibit E.

Exhibit E to the Contract, Insurance Requirements For Los Angeles World Airports, states under the category of Term: "Three years." Notwithstanding this provision, Consultant agrees to maintain the insurance required under this Contract for the entire term of this Contract.

7. Section 40. Full Force and Effect.

Section 40 is added to the Contract as follows: "All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect."

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed, by their respective authorized signatories, all as of the day and year first

hereinabove written.

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

CITY OF LOS ANGELES

Date: June 3, 2016

By: [Signature]
Deputy City Attorney

Deborah Flint
Chief Executive Officer

APPROVED:

By: _____
Wei Chi
Deputy Executive Director
Comptroller

PARSONS TRANSPORTATION
GROUP, INC.

By: [Signature]
PERCIVAL M. SOLIS, P.E.
Name
SVP - Global Aviation
Title

By: [Signature]
MATT BEACH
Name
SVP - FINANCE
Title

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder or person who proposes to enter into or renew a contract ("Bidder") shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the Bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the Bidder shall complete and sign ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the Bidder or financial institution identified below, and that the Bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Name of Bidder/Financial Institution: PARSONS TRANSPORTATION GROUP, INC.

Signed by: *[Signature]* (Authorized Signature)

Perseus M. Schis, P.E. (Printed Name)

SVP - Global Aviation (Title of Person Signing)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Bidder/Financial Institution: PARSONS TRANSPORTATION GROUP, INC.

Signed by: *[Signature]* (Authorized Signature)

Perseus M. Schis, P.E. (Printed Name)

SVP - Global Aviation (Title of Person Signing)

**ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM
(LAX ONLY)**

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies. Vehicles that are powered with a fuel that includes petroleum-derived gasoline or diesel are Alternative-Fuel Vehicles only if the petroleum-derived energy content of the fuel is no more than twenty percent (20%) of the total energy content of the fuel. Vehicles powered by dual fuel technologies are Alternative-Fuel Vehicles only if no more than twenty-percent (20%) of the fuel used by the engine comes from a petroleum-derived fuel. Vehicles powered by fuels that are derived from sources other than petroleum, but that can be used in conventional spark or combustion-ignition engines, are Alternative-Fuel Vehicles.

"CARB" shall mean the California Air Resources Board.

"Comparable Emissions Vehicle" shall mean a vehicle powered by an engine certified by CARB operating on petroleum-derived gasoline or diesel fuel that has criteria pollutant emissions less than or equal to a comparable alternative fuel engine.

"Covered Vehicles" is defined in Section II below.

"EPA" shall mean the United States Environmental Protection Agency.

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this policy.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (i) is determined by an Independent Third Party Monitor to be (x) commercially available, (y) suitable for performance of a particular task, and (z) certified by CARB or EPA to meet the applicable engines emission standard in effect at the time of purchase; and (ii) is equipped with a retrofit device that reduces NOx emissions by at least twenty-five percent (25%) and reduces particulate matter by at least eighty-five percent (85%). Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

"Operator" shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

II. **Covered Vehicles.** The requirements under this Attachment shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX ("**Covered Vehicles**").

III. **Conversion Schedule.**

- A. By January 31, 2010, fifty percent (50%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.
- B. By January 31, 2015, one hundred percent (100%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.

IV. **Least-Polluting Available Vehicles.** In cases where an Operator cannot comply with the requirements established pursuant to Section III above because neither Alternative-Fuel Vehicles nor Comparable Emissions Vehicles are commercially available for performance of particular tasks, LAWA will instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine on an annual basis whether Alternative-Fuel Vehicles or Comparable Emissions Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles are not commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

V. **Written Reports.** Operator shall complete and submit to LAWA the vehicle information required on the reporting form accessible on-line at <https://online.lawa.org/altfuel/> on a semi-annual basis. The reporting form may be amended from time to time by LAWA.