0150-13241-0000

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
City Council	11/10/2026	
FROM		**COUNCIL DISTRICT**
The Mayor		11

PROPOSED PERSONAL SERVICES CONTRACT BETWEEN THE BUREAU OF SANITATION AND ONTERRIS AIR QUALITY SERVICES, LLC FOR AIR QUALITY MONITORING SERVICES, INCLUDING SERVICES TO COMPLY WITH AB 1216 AND ABATEMENT ORDER – CASE NO. 1212-40 REQUIREMENTS FOR THE HYPERION WATER RECLAMATION PLANT FENCE LINE MONITORING PROJECT FOR A POTENTIAL TERM OF SEVEN YEARS, NOT TO EXCEED $2,700,000

Transmitted for your consideration.
See the City Administrative Officer report attached.

MAYOR
(Mitch Kamin for)

Attachment
MWS/JWW/JVW:JPQ/SG:10270011t
CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract

($25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 10-15-26	C.D. No. All	CAO File No.: 0150-13241-0000
Contracting Department/Bureau: Public Works Bureau of Sanitation		Contact: Kris Flaig (213) 847-5883 Nancy Lantin (213) 485-2158	

Reference: Transmittal from the Board of Public Works BPW-2026-0395 dated August 6, 2026; Bureau of Sanitation and Bureau of Contract Administration Joint Report dated August 3, 2026.

Purpose of Contract: Contractor to provide highly sophisticated equipment and air quality monitoring services, including services to comply with AB 1216 and AO - Case No. 1212-40 requirements, and support the Hyperion Water Reclamation Plant Fence Line Monitoring Project.

Type of Contract:	Contract Term Dates:
(X) New contract ( ) Amendment, Contract No.	Five years from contract execution date with one two-year renewal option, for a total potential term of seven years

Contract/Amendment Amount: $2,700,000 over the seven-year term

Proposed amount $ 2,700,000 + Prior award(s) $0 = Total $2,700,000

Source of funds: Sewer Construction Maintenance and Operation Fund

Name of Contractor: Onterris Air Quality Services, LLC

Address: 5120 Northshore Dr., North Little Rock, AR 72118

	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose				8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested		X		11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0.3%				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the City Council authorize the President or two members of the Board of Public Works (Board), on behalf of the Bureau of Sanitation, to execute the proposed sole-source service agreement with Onterris Air Quality Services, LLC to provide air quality monitoring equipment and services for the Hyperion Water Reclamation Plant Fence Line Monitoring Project, for an initial five-year term with one two-year renewal option, effective upon execution, for a total potential term of seven years from date of execution through 2033, for a total cost not-to-exceed $2,700,000, subject to approval by the City Attorney as to form.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa Series), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute the proposed sole-source service agreement (Agreement) with Onterris Air Quality Services, LLC (Onterris; Contractor) to support the Hyperion Water Reclamation Plant (HWRP) Fence Line Monitoring Project. This project aims to provide continuous air quality monitoring along the east fence line of HWRP and provide real-time air quality data for HWRP staff and the public.

In response to odor complaints from an accidental raw sewage discharge at HWRP on July 11, 2021, the South Coast Air Quality Management District (SCAQMD) issued an Order of Abatement (Case No. 1212-40), effective

Aaima Shahi			for
SG	Analyst	10260100	City Administrative Officer

September 8, 2022 through August 4, 2025. The Order of Abatement (OA) required the City to establish a continuous fence line air monitoring and real-time public data reporting at the HWRP. Although the OA ended August 4, 2025, HWRP must maintain the fence line monitoring project in order to comply with Assembly Bill (AB) 1216 to be effective January 1, 2027 and honor its commitment to the neighboring communities to provide continuous air quality transparency, proactive odor tracking, and early exceedance alerts. As a result, the Bureau now requests approval to execute a new Agreement directly with Onterris.

The total potential term of the new Agreement is seven years and consists of one initial five-year term and one two-year renewal option, with an estimated expiration date of October 2033. The not-to-exceed amount of the Agreement is $2,700,000. In accordance with Charter Section 373 and the Los Angeles Administrative Code Section 10.5, Council approval is required as the term of the Agreement exceeds three years. Our Office has reviewed the request and recommends approval.

BACKGROUND

On July 11, 2021, 17 million tons of raw sewage discharged into the Santa Monica Bay due to a flooding issue at the HWRP. Excessive trash and debris blocked the HWRP headworks facility, causing severe internal flooding and triggering an untreated wastewater discharge incident. The inadvertent and unpermitted discharge forced temporary beach closures near Playa del Rey and prompted off-site odor complaints from surrounding residential communities. The spill also damaged some treatment equipment which led to more odor complaints during HWRP repairs. In response, the SCAQMD issued an Order of Abatement (Case No. 1212-40, effective from September 8, 2022 to August 4, 2025 (OA)). The OA required the City / Bureau to provide continuous air monitoring and report real-time data 24-hours per day, seven days a week at HWRP. This data is available to HWRP staff and to the public at https://hyperion.sensibleiot.com/.

HWRP Fence Line Monitoring Project - The fence line monitoring project consists of three monitoring locations along the east fence line. The systems continuously monitor hydrogen sulfide and ammonia concentrations as well as meteorological conditions that include wind speed and direction. Per the OA, this data is publicly available in real-time 24 hours a day, seven days each week on the aforementioned website. Additionally, the HWRP staff have access to an internal data portal to monitor and receive automatic alerts if the hydrogen sulfide concentrations reach various thresholds. These real-time alerts trigger AO requirements for odor abatement and exceedance notifications to the SCAQMD. Onterris currently maintains the monitoring system, data portals, and alert systems.

Although the OA expired in August 2025, the Bureau is committed to maintaining the fence line monitoring project in order to honor its commitment to the neighboring communities to provide continuous air quality transparency, proactive odor tracking, and early exceedance alerts. Additionally, effective January 1, 2027, AB 1216 establishes a legal requirement for HWRP to continue operating its fence line monitoring project and maintain public access to real-time air quality data. AB 1216 is specific to water treatment facilities that are located within 1,500 feet of a residential area and an original design capacity of over 415 million gallons per day, and as such, only applies to HWRP out of the City's treatment facilities.

Onterris Air Quality Services, LLC (formerly operating as Montrose Air Quality Services, LLC) - In July 2020, the Bureau executed a professional services contract (C-136182) with Murray Plumbing and Heating Corporation (Murray) to provide as-needed maintenance services across the Bureau's facilities, including the HWRP. Following the 2021 sewer spill at HWRP and the subsequent SCAQMD abatement order, the Bureau retained Onterris as a subcontractor under Murray to fulfill mandatory fence line monitoring and reporting requirements. The Bureau issued four Notices to Proceed (NTP) to Murray between April 2024 and August 2026 to continue the operation of the Fence Line Monitoring Project. Approving this agreement contract will allow the Bureau to contract directly with Onterris without disruption to services. The current NTP with Murray is set to expire on July 8, 2027 or upon the execution of the proposed sole-source contract, whichever is first.

Sole-Source Contracting – Onterris possesses specialized technical expertise in fence line monitoring and extensive experience supporting Southern California facilities subject to SCAQMD odor abatement mandates and community air quality monitoring requirements. Further, SCAQMD recommended Onterris following the 2021 sewage spill because it was the ***only*** firm performing the specialized services the OA prescribed. Since that time Onterris designed and constructed the current fence line monitoring project as a subcontractor under the existing contract with Murray. As Onterris' regulatory, specialized and technical services that are required, the City Attorney determined that competitive bidding is not advantageous to the City, and authorized the Bureau to proceed with a sole-source contract with Onterris in accordance with Los Angeles City Charter Section 371(e)(2) and Section 372.

Business Inclusion Program (BIP) and Community-Level Contracting (CLC) – Article 10 of the Agreement states that Onterris shall have no subcontractors given the specialized and technical services under this sole-source Contract. As such, there is no opportunity for Community-Level Contracting. On March 17, 2026, our Office approved the Bureau's request for a BIP Waiver.

Scope of Work – Article 3 of the Agreement states that the scope of work is based on the SCAQMD OA. It further specifies that Onterris will operate and maintain permanent ambient air monitoring systems that consist of three monitoring stations along the east fence line of HWRP. These systems will monitor hydrogen sulfide and ammonia concentrations and meteorological data. The proposed Agreement also specifies the equipment and modeling systems each station will use. Onterris' scope also includes maintenance of the "Onterris Sensible Environmental Data Platform" which is a web-based system to acquire, manage and display real-time data. HWRP staff can access the data via a password protected website and the public can access the data at the following website: https://hyperion.sensibleiot.com. The website is available 24 hours a day.

*Responsibilities, Roles and Task*s – Article 4 of the Agreement specifies Onterris' responsibilities as the operator of the air quality system, which include, but are not limited to the following:

- Provide the City with privately accessible data and dashboard that includes:
  - One minute average air quality concentrations (OA requires 5-minute)
  - Automated alerts for elevated hydrogen sulfide concentrations; and,
  - Data and dashboard training to HWRP staff as requested;
- Submit monthly, quarterly, semi-annual, annual, and ad hoc reports;
- Notify the City should weather impact the monitoring stations or if there is a system outage within 24 hours;
- Maintain records for at least five years following the final payment, termination, or expiration of the contract, whichever is later, as required by SCAQMD's record retention policy; and,
- Work with City on process improvements, including monitoring changes, and troubleshooting instrument/equipment issues.

Article 4 states that the City is responsible for the procurement and provision of major monitoring equipment and to maintain a supply of spare parts. These spare parts will be managed by Onterris but remain City property. Article 4.5.1.1 allows a $25,000 out-of-scope allowance, enabling the Contractor to replace major equipment without prior City approval if urgent replacement is required to maintain continuous data collection.

Term – Per Article 7 of the Agreement and unless terminated, as allowed for under Article 9 of the Agreement, there is an initial five-year term with one two-year renewal option to be exercised at the City's sole discretion. Although the Bureau and the Bureau of Contract Administration initially recommended two two-year renewal options, the Board of Public Works during its consideration of the report, amended the recommendations and approved one two-year renewal option to encourage shorter contract terms and limit long-term commitments.

Compensation, Invoicing and Payment – Article 4.6 of the proposed Agreement itemizes the fee schedule for the ongoing operations and maintenance of the fence line monitoring project, data review and validation, quarterly reporting, and the semi-annual audit as listed in Table 1 below. The Contractor may not exceed these costs unless modified in writing by the City and the Contractor.

Table 1 – Onterris Air Quality Services, LLC Proposed Agreement for HWRP Fence Line Monitoring Project	
Annual Cost Schedule	
Task Description	**Annual Cost**
Operations & Maintenance	$138,288
Data Review & Validation	62,880
Quarterly Reporting	5,960
Semi-Annual Audit	34,400
Out of Scope Allowance	25,000
Total	**$266,528**

Article 4.6 also authorizes the Contractor to request an annual rate adjustment no later than December 31st for new rates to become effective on July 1st of the following year. No rate increase shall exceed three percent per year. The total contract allowance over the seven-year term shall not exceed $2,700,000.

CITY COMPLIANCE

The proposed Agreement and the Contractor comply with the City's sole-source contracting requirements under Charter Section 371(e)(2) and Section 372. In accordance with Charter Section 1022, the Bureau filed a Notice of Intent to Contract August 21, 2024. The Personnel Department determined that there was insufficient City staff and that the City does not have available classifications to perform these services. As such, further analysis by this Office is not required.

The City Attorney has approved the proposed Agreement as to form. The proposed Agreement exceeds three years and requires Council approval in accordance with Charter Section 373 and the Los Angeles City Administrative Code Section 10.5(a).

FISCAL IMPACT STATEMENT

Approval of the proposed service agreement for the not-to-exceed amount of $2,700,000 with Onterris Air Quality Services, LLC will have no General Fund impact. The 2026-27 Adopted Budget provides $550,000 in the Sewer Construction and Maintenance Fund (SCM) to support the current year operations. Funding for subsequent years is anticipated to be provided from SCM funds and is subject to approval through the annual budgeting process. The proposed service agreement contains a financial liability clause which limits the City's obligation to the extent that funds have been appropriated for this purpose.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies that special funds are used to fund applicable expenditures and are limited to the mandates of the funding source.

Attachment – August 18, 2026 transmittal from the Board of Public Works (BPW-2026-0395), Bureau of Sanitation Board Report, and Service Agreement with Onterris Air Quality Services, LLC.

MWS/JWW/JVW:JPQ/SG:10270011

BOARD OF PUBLIC WORKS
MEMBERS

STEVE S. KANG
PRESIDENT

JENNY CHAVEZ
VICE PRESIDENT

JOHN GRANT
PRESIDENT PRO TEMPORE

FAITH I. MITCHELL
COMMISSIONER

ERNESTO CARDENAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

TJ KNIGHT
ACTING EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0256
TDD: (213) 978-2310
FAX: (213) 978-0278

http://bpw.lacity.org

August 18, 2026

BPW-2026-0395

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012

REQUEST FOR AUTHORITY – ONTERRIS AIR QUALITY SERVICES, LLC (ONTERRIS)

As recommended in the accompanying report from the Director of the Bureau of Sanitation, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE the Interim Director and General Manager of the Bureau of Sanitation to sole source the selection of Onterris, formerly known as Montrose Air Quality Services, LLC for the Hyperion Fence Line Monitoring Project for an amount not-to-exceed $2,700,000;

2. APPROVE the request that the Board of Public Works be authorized to execute a Sole Source Personal Services Contract with Onterris for Hyperion Fence Line Monitoring; and

3. AUTHORIZE the President or two members of the Board will execute the contract.

(W.O.: S10HHFLM)

Fiscal Impact: There is no impact to the General Fund.

Sincerely,

TJ KNIGHT,
Acting Executive Officer, Board of Public Works

TK:lc

*AS AMENDED- TO REMOVE ONE OF THE TWO YEAR RENEWAL OPTIONS FOR THE PROPOSED ONTERRIS CONTRACT

SUBJECT TO THE CONDITIONS CONTAINED IN THE REPORT

REVISED CONTRACT**

BPW-2026-0395

***CONTRACT REVISED-8/6/2026**

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

AUG 03 2026

Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO.

CD: ALL

REQUEST AUTHORITY TO AWARD AND EXECUTE SOLE SOURCE PERSONAL SERVICES CONTRACT WITH ONTERRIS AIR QUALITY SERVICES, LLC, TO PROVIDE HIGHLY SOPHISTICATED EQUIPMENT AND MONITORING SERVICES FOR HYPERION WATER RECLAMATION PLANT FENCE LINE MONITORING (WO#S10HHFLM)

RECOMMENDATIONS

1. Authorize the Interim Director and General Manager of LA Sanitation and Environment (LASAN) to sole source the selection of Onterris Air Quality Services, LLC (Onterris), formerly known as Montrose Air Quality Services, LLC (Montrose) for the Hyperion Fence Line Monitoring Project for an amount not-to-exceed $2,700,000.00.
2. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute a Sole Source Personal Services Contract with Onterris for Hyperion Fence Line Monitoring.
3. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute the contract.

TRANSMITTALS

1. Copy of the proposed contract between the City of Los Angeles (City), LA Sanitation and Environment (LASAN), and Onterris Air Quality Services, LLC (Onterris).

DISCUSSION

Background
As a result of the internal spill at the Hyperion Water Reclamation Plant (HWRP) on July 11, 2021, LASAN agreed to South Coast Air Quality Management District (SCAQMD) Hearing Board stipulated Order of Abatement (Case No. 1212-40, from September 8, 2022 to August 4, 2025 (AO). Consistent with the requirements of the AO, the HWRP implemented and maintained, among other things, continuous air monitoring systems along the HWRP's East fence line at three (3) established locations for hydrogen sulfide and meteorological conditions, including wind speed and direction, reporting such data real-time 24 hours a day, seven days a week, both to HWRP's Control Room and to an established public-facing website.

Notwithstanding the AO's conclusion, in the interest of promoting environmental goals, public safety, and transparency, LASAN is committed to continue to operate the HWRP consistent with the terms thereof. Onterris, then known as Montrose, who came recommended by SCAQMD staff due to Onterris' proven record of providing similar services to a nearby refinery and several

*AS AMENDED- TO REMOVE ONE OF THE TWO YEAR RENEWAL OPTIONS FOR THE PROPOSED ONTERRIS CONTRACT

SUBJECT TO THE CONDITIONS CONTAINED IN THE REPORT

BPW-2026-0395

NOTE: WILL NOT GO TO MAYOR OR COUCNICL UJTIL WE RECEIVE THE REVISED CONTRACT

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

AUG 03 2026

Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO.

CD: ALL

REQUEST AUTHORITY TO AWARD AND EXECUTE SOLE SOURCE PERSONAL SERVICES CONTRACT WITH ONTERRIS AIR QUALITY SERVICES, LLC, TO PROVIDE HIGHLY SOPHISTICATED EQUIPMENT AND MONITORING SERVICES FOR HYPERION WATER RECLAMATION PLANT FENCE LINE MONITORING (WO#S10HHFLM)

RECOMMENDATIONS

1. Authorize the Interim Director and General Manager of LA Sanitation and Environment (LASAN) to sole source the selection of Onterris Air Quality Services, LLC (Onterris), formerly known as Montrose Air Quality Services, LLC (Montrose) for the Hyperion Fence Line Monitoring Project for an amount not-to-exceed $2,700,000.00.
2. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute a Sole Source Personal Services Contract with Onterris for Hyperion Fence Line Monitoring.
3. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute the contract.

TRANSMITTALS

1. Copy of the proposed contract between the City of Los Angeles (City), LA Sanitation and Environment (LASAN), and Onterris Air Quality Services, LLC (Onterris).

DISCUSSION

Background
As a result of the internal spill at the Hyperion Water Reclamation Plant (HWRP) on July 11, 2021, LASAN agreed to South Coast Air Quality Management District (SCAQMD) Hearing Board stipulated Order of Abatement (Case No. 1212-40, from September 8, 2022 to August 4, 2025 (AO). Consistent with the requirements of the AO, the HWRP implemented and maintained, among other things, continuous air monitoring systems along the HWRP's East fence line at three (3) established locations for hydrogen sulfide and meteorological conditions, including wind speed and direction, reporting such data real-time 24 hours a day, seven days a week, both to HWRP's Control Room and to an established public-facing website.

Notwithstanding the AO's conclusion, in the interest of promoting environmental goals, public safety, and transparency, LASAN is committed to continue to operate the HWRP consistent with the terms thereof. Onterris, then known as Montrose, who came recommended by SCAQMD staff due to Onterris' proven record of providing similar services to a nearby refinery and several

other facilities in the South Coast Air Basin, has worked successfully with LASAN on an abbreviated timeline to initiate, design, construct, install, and maintain the expert and highly qualified services for fence line monitoring, reporting, and maintaining the proprietary public website to satisfy the AO.

Onterris has been operating and maintaining the monitoring stations and website in a professional, expert, and highly technical manner to LASAN's satisfaction and in compliance with the AO for the last two years and five months. Onterris' services have been met with approval and confidence by SCAQMD and the community surrounding HWRP.

Sole Source Selection
The current contract through which Onterris has been providing the aforementioned services on a task order basis expired July 8, 2026.

Onterris' expert and highly technical services are deemed to be vital to meet LASAN's commitment to continue complying with the AO's monitoring requirements.

Competitive bidding is not practicable or advantageous, and competitive proposals or bids are not reasonably practicable and compatible with the City's interests, as doing so will result in duplicative start-up costs as well as delays and/or disruptions in the services provided by Onterris, resulting in potential noncompliance with the AO as well as loss of confidence by SCAQMD and the community in HWRP operations.

Onterris is deemed the only expert and highly technically qualified proposer with the best experience, and expertise to perform said services and is recommended as the sole source for servicing this contract.

Local Business Preference (LBP) Program
Because this a sole-source contract, the LBP Program does not apply.

Community Level Contracting (CLC)
As part of the City's CLC initiative led by the Department of Public Works, which seeks to help make City contracting more accessible and equitable by providing small contractors the opportunity to work directly with the City as Prime contractors on smaller, more manageable projects.

Due to Onterris' highly technical expertise for this sole source contract, Community Level Contracting is not appropriate.

Term of Agreement and Cost Ceiling
The contract term will be for five (5) years, with two (2), two (2)-year renewal option(s) to be exercised at the LASAN's sole discretion. The total estimated contract ceiling for the contract term, including the renewal options is $2,800,998.00.

Business Inclusion Program
On January 12, 2011, the Mayor issued Executive Directive No. 14 (ED14) which created the Business Inclusion Program (BIP). It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE),

Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of all City contracts in accordance with ED14.

This is a sole-source contract due to Onterris' highly technical and expertise required for the scope of work. On March 17, 2026, the BIP Waiver was approved by the CAO.

Notification of Intent to Contract
The Notification of Intent to Contract (NOI) was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on August 21, 2024.

Charter Section 1022
The CAO issued the 1022 determination report on October 23, 2024, and determined that there was an insufficient number of City staff to perform the work proposed to be contracted.

Approved as to Form
The proposed contract has been approved as to form by the Office of the City Attorney.

Other City Policies and Requirements
Onterris shall comply with all City's policies and requirements including:

- Non-Discrimination/Equal Employment Practices/Affirmative Action Program
- Living Wage and Worker Retention Ordinances
- Equal Benefits Ordinance
- Business Tax Registration Certificate
- Child Support Obligations Policy
- Insurance and Performance Bond Requirements
- Slavery Disclosure and Disclosure of Border Wall Contracting Ordinances
- Americans with Disabilities Act
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- City of Los Angeles Contract History
- Non-Collusion Affidavit
- First Source Hiring Ordinance
- Contractor Bidder Campaign Contribution and Fundraising Restrictions
- Iran Contracting Act of 2010
- City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance
- Contractor Data Reporting

Contractor Responsibility Ordinance
All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles's Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with all requirements specified in this ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation Ordinance
In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for quality control of this personal services

contract shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration upon completion of this contract.

Headquarters Address and Workforce Information
The headquarters of Onterris is Environmental Group, Inc., 5120 Northshore Drive, North Little Rock, AR 72118, (501) 900-6400. Onterris employs 3,400+ people, of which approximately (30) reside in the County of Los Angeles.

Contract Administration
Responsibility for the administration and management of this Contract will be with HWRP Division, LASAN.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL
This contract was approved by PRD (WW220) on October 16, 2024 in the amount of $2,700,000.00.

STATUS OF FINANCING
There is no impact on the General Fund. No funding is required in this fiscal year. The total funding for this contract is not to exceed $2,700,000, which will be funded by the Fund No. 760, Sewer Operations & Maintenance Fund.

Funds and appropriations for both current and future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Interim Director and General Manager of LASAN or designee.

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Onterris unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract.

The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment, or incur any expense in excess of the appropriation amount(s) until the City appropriates additional funds for this Contract.

FUTURE ACTIONS

Upon authorization by the Council and the Mayor, the Board will execute the contracts with Onterris.

(Signature Page to Follow)

Respectfully submitted,

Sarai Bhaga (Jul 1, 2026 18:12:36 PDT)

Sarai Bhaga
Interim Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

Lynda McGlinchey (Jul 15, 2026 13:38:08 PDT)

LYNDA McGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

JOHN L. REAMER, JR.
Inspector of Public Works
Bureau of Contract Administration

REVIEWED AND APPROVED BY:

Eva P. Sung, Acting Chief Financial Officer
Bureau of Sanitation
Date: 06/26/2026

Prepared by:
Kris Flaig, HWRP
(213) 847-5883

CONTRACT NO. C- _____

SERVICE AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

ONTERRIS AIR QUALITY SERVICES, LLC

FOR

HYPERION FENCE LINE MONITORING

City of Los Angeles
Department of Public Works
Los Angeles Sanitation and Environment

Joone Kim-Lopez, Executive Director and General Manager
Hi-Sang Kim, Water Reclamation Plants Manager

Hyperion Engineering Division
Hi-Sang Kim, Manager

HYPERION FENCE LINE MONITORING

TABLE OF CONTENTS

ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN 5
ARTICLE 2 – DEFINITIONS 5
ARTICLE 3 – PROJECT DESCRIPTION 7
ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES/TASKS TO BE PERFORMED BY CONTRACTOR 10
ARTICLE 5 – KEY CONTRACTOR PERSONNEL 21
ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY 23
ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS 23
ARTICLE 8 – SUSPENSION 24
ARTICLE 9 – TERMINATION 24
ARTICLE 10 – SUBCONTRACT APPROVAL 26
ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT 27
ARTICLE 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS 27
ARTICLE 13 – INDEMNIFICATION AND INSURANCE 28
ARTICLE 14 – INDEPENDENT CONTRACTORS 29
ARTICLE 15 – WARRANTIES AND RESPONSIBILITY OF CONTRACTOR 29
ARTICLE 16 – INTELLECTUAL PROPERTY INDEMNIFICATION 30
ARTICLE 17 – INTELLECTUAL PROPERTY WARRANTY 30
ARTICLE 18 – OWNERSHIP AND LICENSE 30
ARTICLE 19 – SUCCESSORS AND ASSIGNS 31
ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION 32
ARTICLE 21 – FORCE MAJEURE (EXCUSABLE DELAYS) 32
ARTICLE 22 – SEVERABILITY 33
ARTICLE 23 – DISPUTES 33
ARTICLE 24 – ENTIRE AGREEMENT 33
ARTICLE 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT 33
ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED 34
ARTICLE 27 – WAIVER 34
ARTICLE 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION 34
ARTICLE 29 – PERMITS 34
ARTICLE 30 – BEST TERMS 35
ARTICLE 31 – CLAIMS FOR LABOR AND MATERIALS 35
ARTICLE 32 – BREACH 35
ARTICLE 33 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT 35
ARTICLE 34 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS 36
ARTICLE 35 – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE 36
ARTICLE 36 – ACCESS AND ACCOMODATIONS 37
ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE 37
ARTICLE 38 – LOS ANGELES BUSINESS INCLUSION PROGRAM 37
ARTICLE 39 – DISCLOSURE ORDINANCES 37
ARTICLE 40 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE 38
ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE 38
ARTICLE 42 – FIRST SOURCE HIRING ORDINANCE 39
ARTICLE 43 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING 39
ARTICLE 44 – COMPLIANCE WITH THE IRAN CONTRACTING ACT OF 2010 40
ARTICLE 45 – INTEGRATED CONTRACT 40
ARTICLE 46 – DATA PROTECTION 40
ARTICLE 47 – LOCAL BUSINESS PREFERENCE ORDINANCE 40

ARTICLE 48 – CITY CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS 41
ARTICLE 49 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS 41
ARTICLE 50 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164 41
ARTICLE 51 – POSSESSORY INTERESTS TAX 42
ARTICLE 52 – CONFIDENTIALITY 42
ARTICLE 53 – COUNTERPARTS 42
ARTICLE 54 – CONTRACTOR DATA REPORTING 42
ARTICLE 55 -- LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR 42
ARTICLE 56 -- RATIFICATION 42

EXHIBITS

Exhibit 01 Intentionally Omitted
Exhibit 02 Intentionally Omitted
Exhibit 03 Insurance Contractual Requirements
Exhibit 04 Slavery Disclosure Ordinance
Exhibit 05 Declaration of Compliance with Living Wage Ordinance
Exhibit 06 Contractor Responsibility Ordinance
Exhibit 07 Business Tax Registration Certificate
Exhibit 08 Los Angeles Residence Information
Exhibit 09 Non-Collusion Affidavit
Exhibit 10 Contract History
Exhibit 11 Municipal Lobbying Ordinance/CEC Form 50
Exhibit 12 Equal Benefits Ordinance Affidavit/First Source Hiring Ordinance
Exhibit 13 Contract Bidder Campaign Contribution and Fundraising Restrictions/CEC Form 55
Exhibit 14 Iran Contracting Act of 2010
Exhibit 15 Standard Provisions for City Contracts
Exhibit 16 Project Services Cost Estimate
Exhibit 17 Hourly Billing Rate

HYPERION FENCE LINE MONITORING

This AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "ONTERRIS AIR QUALITY SERVICES, LLC (OAQS)," formerly known as "MONTROSE AIR QUALITY SERVICES, LLC (MONTROSE)", hereinafter referred to as the "CONTRACTOR "; is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY was under a South Coast Air Quality Management District (SCAQMD) Hearing Board stipulated Order of Abatement (Case No. 1212-40), from September 8, 2022 to August 4, 2025 (AO);

WHEREAS, consistent with the requirements of the AO, the CITY's Hyperion Water Reclamation Plant (HWRP or FACILITY) maintained, among other things, continuous air monitoring systems along the FACILITY's East fence line at three (3) established locations for hydrogen sulfide and meteorological conditions, including wind speed and direction, and to report such data real-time 24 hours a day, seven days a week, both to HWRP's Control Room as well as to an established public-facing website;

WHEREAS, the AO also required Hyperion to maintain two spare parts for the monitoring equipment as directed in the AO;

WHEREAS, CONTRACTOR, who came recommended by SCAQMD staff due to CONTRACTOR's proven record of providing similar services to a nearby refinery and several other facilities in the South Coast Air Basin, has worked successfully with the CITY on an abbreviated timeline to initiate, design, construct, install, and maintain the expert and highly qualified services for fence line monitoring, reporting, and maintaining the proprietary public website to satisfy the AO; and

WHEREAS, notwithstanding the AO's conclusion, in the interest of promoting environmental goals, public safety, and transparency, the CITY is committed to continue to operate the FACILITY consistent with the terms thereof; and

WHEREAS, the "start up" cost to the CITY of CONTRACTOR's initial installation and set-up of the aforementioned systems and website was significant;

WHEREAS, CONTRACTOR has been operating and maintaining the monitoring stations and website in a professional, expert, and highly technical manner to the CITY's satisfaction and in compliance with the AO for the last two years and five months; and

WHEREAS, CONTRACTOR's services have been met with approval and confidence from SCAQMD and the community surrounding HWRP; and

WHEREAS, the current contract through which CONTRACTOR has been providing the aforementioned services on a task order basis expired July 8, 2025, and potentially may not be renewed;

WHEREAS, competitive bidding is not practicable or advantageous, and competitive proposals or bids are not reasonably practicable and compatible with the City's interests, as doing so will result in duplicative start-up costs as well as delays and/or disruptions in the services provided by CONTRACTOR, resulting in potential noncompliance with the AO as well as loss of confidence by SCAQMD and the community in HWRP operations; and

WHEREAS, CONTRACTOR's expert and highly technical services are deemed to be vital to meet the CITY's commitment to continue complying with the AO's monitoring requirements; and

WHEREAS, for all the foregoing facts, CONTRACTOR is deemed the only expert and highly technically qualified proposer with the best experience, and expertise to perform said services and is recommended as the sole source for servicing this contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows.

ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this CONTRACT. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

AGREEMENT/CONTRACT	This contractual agreement between the CITY and CONTRACTOR for 24-Hour Odor Complaint Call Answering Services.
AO	The South Coast Air Quality Management District (SCAQMD) Hearing Board's stipulated Order of Abatement (Case No. 1212-40), which was effective from September 8, 2022 to August 4, 2025.
APPLICABLE LAW	All statutes, rules, regulations, permits, orders, or requirements of the United States, State of California, CITY, County, regional, and local government authorities and agencies, as well as their subordinate agencies, that have jurisdiction over the facility, the site, or the performance of the CONTRACTOR'S and CITY'S respective obligations under this CONTRACT.
BOARD	The Board of Public Works of the City of Los Angeles.
CALENDAR DAYS	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight.
CARB	California Air Resources Board
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to this AGREEMENT
CONTRACTOR / CONSULTANT	Onterris Air Quality Services, LLC (OAQS)
CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this AGREEMENT
DIRECTOR	Director of LASAN or his/her designated representative
H_2S	hydrogen sulfide

HWRP or FACILITY	Hyperion Water Reclamation Plant, located at 12000 Vista Del Mar, Playa Del Rey CA 90293.
LASAN	Bureau of Sanitation, Department of Public Works, City of Los Angeles
MBE/WBE/SBE/EBE/DVBE/ OBE	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises
NH3	Ammonia
PROJECT	Operation and maintenance of continuous air monitoring along FACILITY's East Fence Line for hydrogen sulfide and meteorological conditions
SCAB	South Coast Air Basin, which is administered by the SCAQMD by delegation of authority and responsibilities from the USEPA and California Air Resources Board (CARB)
SCAQMD	South Coast Air Quality Management District
SUBCONTRACTOR	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR
USEPA	United States Environmental Protection Agency

ARTICLE 3 – PROJECT DESCRIPTION

The Scope of Work is based on CONTRACTOR's and FACILITY's review and mutual understanding of the requirements under the AO, including data quality objectives therein.

As further detailed in the AGREEMENT, CONTRACTOR agrees to operate and maintain permanent ambient air monitoring systems along the East fence line of the FACILITY and to report real-time measured data for public display and for meaningful follow-up by FACILITY, as needed. The three (3) monitoring systems are installed to monitor hydrogen sulfide (H_2S) and ammonia (NH_3) concentrations, and to collect meteorological data at these three (3) locations. Figure 1(a) shows an overhead photo of FACILITY and the surrounding area, including the North, Central, and South Monitoring Stations (in blue) along the East fence line, Santa Monica Bay to the West, LADWP Scattergood Generating Plant to the South, the El Segundo Blue Butterfly Preserve to the North, and the City of El Segundo to the East. Figure 1 (b) shows the North, Central, and South Monitoring Stations.



Figure 1 (a). Location of the Three (3) Air Monitoring Stations.



North Fence Line Monitoring Station



Central Fence Line Monitoring Station



South Fence Line Monitoring Station

Figure 1 (b) The North, Central, and South Monitoring Stations.

H2S MONITOR

Fence line concentrations of H_2S will be continuously measured at each monitoring station using a Teledyne Advanced Pollution Instrumentation (TAPI) Model T101 H2S Analyzer. The T101 monitor uses ultraviolet fluorescence detection, coupled with state-of-the-art microprocessor technology, to provide the sensitivity, stability, and ease of use needed for fence line monitoring.

NH3 MONITOR

Fence line concentrations of NH_3 will be continuously measured at each of three (3) monitoring stations using a Teledyne Advanced Pollution Instrumentation (TAPI) Model T201 NO/NO2/NOx/NH_3/TNx Analyzer. The T201 monitor uses chemiluminescence detection, coupled with state-of-the-art microprocessor technology, to provide the sensitivity, stability, and ease of use needed for fence line monitoring.

METEOROLOGICAL MONITORING EQUIPMENT

Wind speed and wind direction will be continuously monitored using RM Young Model 05305V Mechanical Anemometers. The anemometers will be installed by CONTRACTOR

at each of the three (3) fence line monitoring locations at a height of approximately 10 feet above ground level.

DATA DASHBOARD

The Onterris Sensible Environmental Data Platform is a web-based system to acquire, manage, and display real-time air quality data. The platform can provide a public website that allows for viewing data, getting insights into high values, and alerting based on preset thresholds; FACILITY staff can access all data via a password-protected website for viewing recent data, setting up alerts, conducting analyses, downloading data, building automated reports, and maintaining complete oversight of the network. The website is available 24 hours each day for the public to monitor the HWRP air at the three (3) stations on the east side of HWRP (https://hyperion.sensibleiot.com/).

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES/TASKS TO BE PERFORMED BY CONTRACTOR

4.1 The CONTRACTOR shall perform the services described in Article 4.5, Scope of Services, with a degree of skill and diligence normally employed by expert and highly technical professionals or contractors performing the same or similar services.

4.2 The CONTRACTOR shall perform all activities relating to its responsibilities under this AGREEMENT in accordance with all APPLICABLE LAWS, including the AO;

4.3 The CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards for highly technical and sophisticated work.

CONTRACTOR will provide a professional service only, and any payments made by the CITY are compensation solely for such services rendered and recommendations made in carrying out the work. CONTRACTOR shall perform the services in accordance with the usual and customary care and accepted practices in effect when the services are rendered. Such service may include acquisition of highly technical equipment as agreed to by CITY and CONTRACTOR and as pertaining to the purpose and work of this AGREEMENT.

CONTRACTOR utilizes an extremely small and highly qualified staff, and does not use subcontractors. On March 16, 2026 CONTRACTOR's obligation to participate in the Business Inclusion Program was waived; CONTRACTOR is not required to use subcontractors.

CONTRACTOR's review or supervision of work prepared or performed by other individuals or firms separately employed by the CITY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work. CONTRACTOR shall not perform engineering or construction work or tasks beyond installing and fitting the equipment cabinet and racks, connecting all tubing and communication cables within the cabinet, and similar tasks, as well as the audits, operations, and maintenance described elsewhere in this Scope of Work. CONTRACTOR shall rely on CITY to connect and disconnect power between CITY's breaker box, next to each station, and CONTRACTORS breaker panel on the side of each equipment cabinet.

CONTRACTOR shall monitor weather and notify CITY as soon as practicable of weather that may pose a threat to the analyzer stations.

4.4 Maintenance of Records

The CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form or as otherwise approved by the CITY. These records shall be retained for a period of no less than five (5) years from the latter of the following: (1) the final payment made by the CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. Any and all work, including data and reports provided by this AGREEMENT is subject to review by SCAQMD, which requires record retention for at least five (5) years.

CONTRACTOR shall provide any data and/or reports, described in Article 4.5.6, below, requested by the CITY regarding the performance of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format (e.g., Word, PDF, Excel, etc.) acceptable to the CITY and on a medium (e.g., USB flash drive) acceptable to the CITY at the expiration or termination of this CONTRACT.

4.5 Scope of Service

Services shall include, but not be limited to, the following:

4.5.1 General In-Scope Work

CONTRACTOR shall continuously operate and maintain the three (3) permanent ambient fence line monitoring stations, including the systems (analyzers), along the East fence line of the FACILITY, and to continuously report real-time measured raw data to the FACILITY control room to enable meaningful follow-up by FACILITY, as well as to the public-facing Dashboard, consistent with the terms of this Agreement and the AO. CONTRACTOR shall provide all labor, equipment (other than major equipment, described below), spare parts, calibration gases and consumables, shipping, per diem, transportation costs, materials, tools, and other miscellaneous items.

CONTRACTOR shall procure and maintain a supply of spare parts, other than the Major Equipment (listed in Tables 1a and 1b), at its own expense, to perform maintenance and potential onsite repair tasks, as needed, to maintain continuous monitoring.

CONTRACTOR shall notify FACILITY within 24 hours of when CONTRACTOR became aware of system breakage or dysfunction requiring system downtime, pause in the generation of data, or need for unscheduled maintenance. CONTRACTOR shall assist City in compiling information that may be needed to report breakdown or data discontinuity, and resolution information to SCAQMD.

CITY, as owner, shall be responsible for replacement of Major Equipment, listed below in Table 1a, Hyperion Fence Line Monitoring Original Major Equipment, Model Numbers and Serial Numbers; and Table 1b, Hyperion Fence Line Monitoring Original Major Equipment, Current Replacement Prices.

Table 1a. Hyperion Fence Line Monitoring Original Major Equipment, Model Numbers and Serial Numbers.

Parameter / Function	Manufacturer	Model	Serial Numbers		
			North Station	Central Station	South Station
H2S	Teledyne	T101	1011	1013	1012
NH3	Teledyne	T201	758	761	760
NH3 Converter	Teledyne	T501	775	773	774
Calibrator	Teledyne	T700	5317	4286	5357
Zero Air Generator	Teledyne	T701H	976	974	975
Anemometer	RM Young	05103V	189726	189727	189725
Datalogger	Agilaire	8872	1247	1248	1188
Modem	Advantech	SmartStart	N/A	N/A	N/A

Table 1b. Hyperion Fence Line Monitoring Original Major Equipment, Current Replacement Prices.

Parameter/Function	Manufacturer	Model	Estimated Costs*
H2S	Teledyne	T101	$ 25,080.00
NH3	Teledyne	T201	$ 37,560.00
NH3 Converter	Teledyne	T501	
Calibrator	Teledyne	T700	$ 18,120.00
Zero Air Generator	Teledyne	T701H	$ 7,440.00
Anemometer	RM Young	05103V	$ 1,896.00
Datalogger	Agilaire	8872	$ 4,608.00
Modem	Advantech	SmartStart	$ 360.00
Grand Total Per Station			$ 95,064.00

* Quotes obtained by CONTRACTOR, 3/27/25.

As the terms of the AO required the CITY to have on-hand "two spare Teledyne T101 monitoring systems (for H_2S) on-site in case of malfunction", CITY requires CONTRACTOR to have maintenance parts on-hand for expeditious replacement, including two spare T101 monitoring systems (for H2S) on-site; CITY owns any spares on-hand. CITY may engage Accrulog to collect H_2S data if/when Teledyne T101 monitoring system is not available.

CONTRACTOR shall work with HWRP staff on improving processes or monitoring needs as needed, work with City's instrument/equipment manufacturers and/or vendors to troubleshoot and communicate any instrument issues, and to otherwise confer with FACILITY staff as needed about any such issues.

CONTRACTOR shall confer with FACILITY whenever SCAQMD has requested information (data, reports, etc.) from FACILITY; CONTRACTOR understands that CITY must typically provide such information to SCAQMD within five (5) calendar days.

CONTRACTOR shall comply with all City safety and badging requirements.

4.5.1.1 Out-of-Scope Work

Out-of-Scope Work can be broadly defined as work that is not a normal, recurring monitoring task or activity as described in Article 4.5.1, above. The primary focus of Out-of-Scope Work is timely replacement of major equipment (aka, capital equipment) the purchase, acquisition, and installation of which,

Facility may not be able to approve in a timely manner, but for which a contract sum is allotted (Major Equipment), when CITY and CONTRACTOR agrees such replacement is imperative, as follows.

CONTRACTOR shall, following CITY's approval, obtain and install replacements for any Major Equipment that experiences breakage, dysfunction, catastrophic degradation, or other loss of functionality that imperils continuity in collection of data by major equipment, beyond maintenance or replacement of spare parts. CONTRACTOR shall invoice the CITY for Major Equipment replacements by including the replacement item description and costs in the next regular invoice billing.

CONTRACTOR shall work with CITY to develop, install, operate, and maintain any additional fence line monitoring in the future as requested by the CITY. Such work to acquire and install additional equipment such as analyzers, cabinets, and other major equipment shall require an amended AGREEMENT; operations and maintenance of additional equipment may be a part of such amendment.

4.5.2 Fence Line Analyzers

CONTRACTOR shall track data and monitoring equipment on a day-to-day basis, ensuring data quality and sample media integrity is maintained, including nightly automated verification, whereby the equipment automatically mixes and provides a known concentration of gas to the analyzer and compares this with analyzer readings using established US EPA methods to reconfirm the data. CONTRACTOR shall keep CITY aware of levels of established calibration triggers and data flagging, and discuss these with CITY as needed.

CONTRACTOR shall perform twice daily, morning (approximately 5 am – 10 am) and afternoon (approximately 3 pm – 5 pm), in-depth reviews of data and diagnostics for all three fence line monitoring stations each business day.

CONTRACTOR shall review daily (or nightly) automated analyzer verifications and perform automatic 5-point verifications and calibrations on drifting analyzers, as needed.

At CITY's request, CONTRACTOR shall perform as-needed site visits to diagnose and address any analyzer errors or perceived dysfunction. CONTRACTOR shall maintain an inventory of parts as discussed above in Section 4.5.1.

CONTRACTOR shall provide all necessary routine expendables, including pumps, line, fittings, scrubbers, orifices, filters, and other expendables outlined in analyzer manuals and as discussed above in Section 4.5.1.

4.5.3 Meteorological Monitoring Equipment & Alerts

CONTRACTOR shall provide continuous monitoring of wind speed and wind direction.

CONTRACTOR shall semi-annually audit the meteorological systems for wind speed, wind direction, and overall system performance.

CONTRACTOR shall send wind data, hourly average H_2S concentrations, and source detection images to FACILITY Control Room and others as directed by CITY's PROJECT MANAGER. These data will enable CONTRACTOR, CITY, SCAQMD, El Segundo Residents, and other observers to estimate, as needed, the location of H_2S at any concentration.

4.5.4 Onterris Sensible Environmental Data Platform

The Onterris Sensible Environmental Data Platform is Onterris' proprietary web-based system to acquire, manage, and display real-time air quality data. The platform can provide a public website that allows for viewing data, getting insights into high values, and alerting based on preset thresholds; FACILITY staff can access all data via a password-protected website for viewing recent data, setting up alerts, conducting analyses, downloading data, building automated reports, and maintaining complete oversight of the network. The current public-facing dashboard, Figure 2a, displays the three (3) monitoring locations over a map of the HWRP facility and surrounding area, as well as toggles to select a monitoring date and station. Selection of a date and station will display a graph of the constituent. The current private-facing dashboard, Figure 2b, displays block average hydrogen sulfide and ammonia concentrations, meteorological data, pollution roses, and a trend plot of the previous 24 hours of 1-minute data.

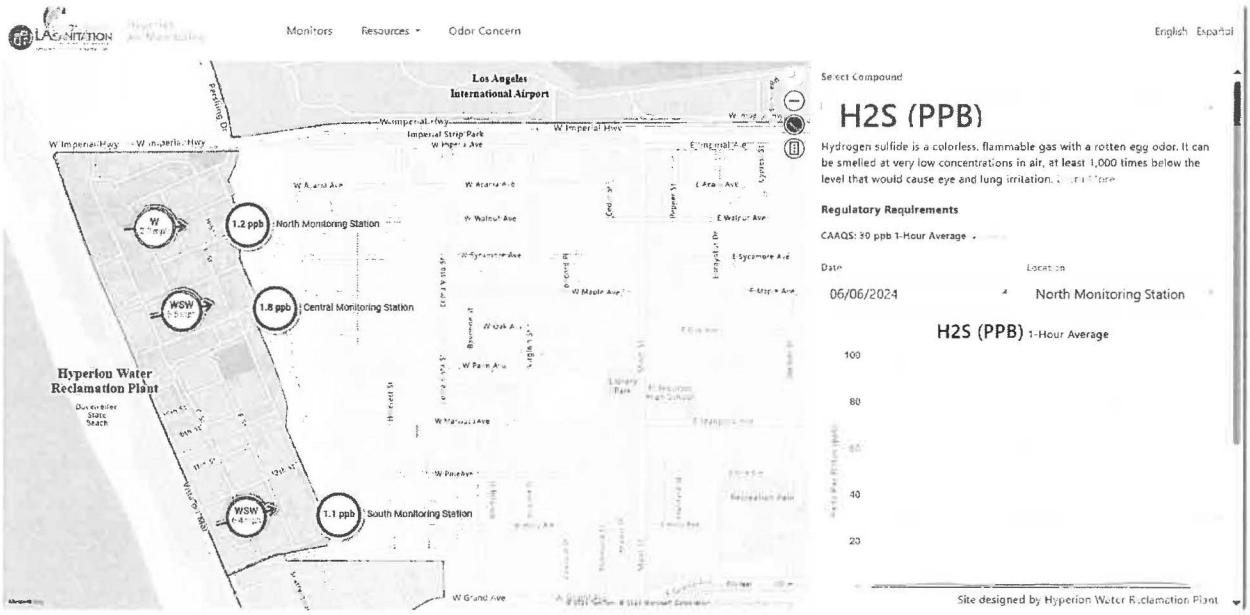


Figure 2a. Public-Facing Dashboard with map of FACILITY and surrounding area, including the City of El Segundo, and H_2S concentrations on a 24-hour graph for any selection of date and monitoring location.

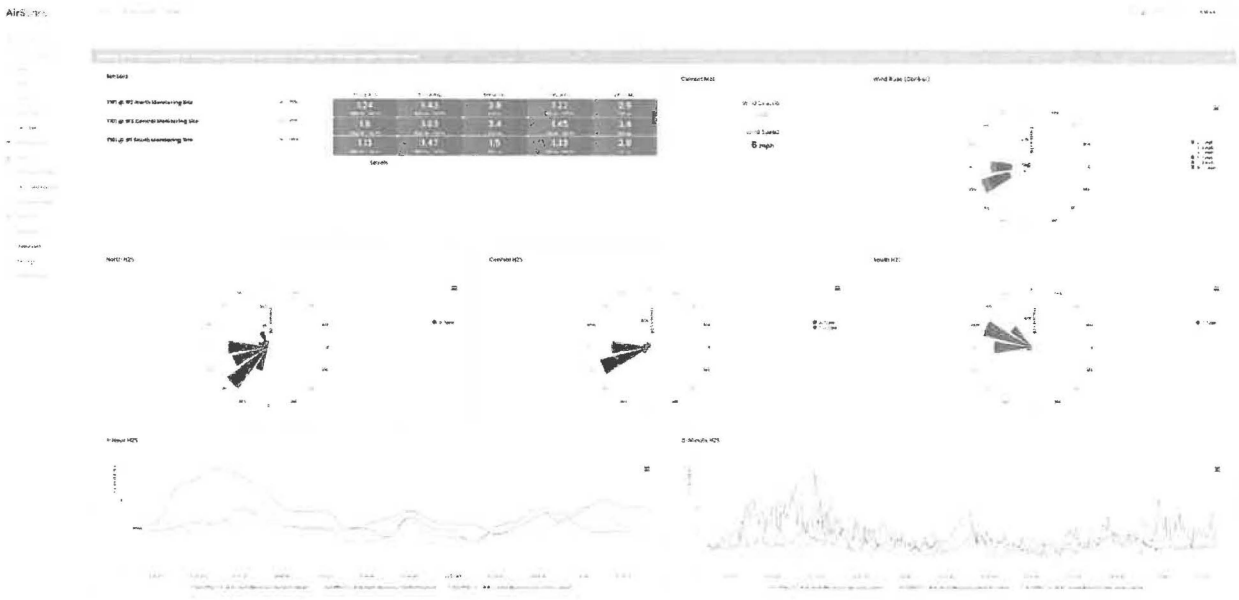


Figure 2b. Private Facing Dashboard of Real Time Data. Available data include 1-hour, 3-hour, and 12-hour block average hydrogen sulfide and ammonia concentrations, meteorological data, pollution roses, and a trend plot of the previous 24 hours of 1-minute data, and a map of the facility.

CONTRACTOR shall ingest data from the fence line monitoring stations to the privately accessible dashboard with as low as 1-minute average concentrations (AO requires 5-minute), and upload data to the public facing website displaying 1-hour average H_2S concentrations.

CONTRACTOR shall ingest Accrulog H_2S data into public website when provided by FACILITY, including but not limited to when a fence line monitoring station is down for maintenance or repair.

CONTRACTOR shall verify network connections, data flow, and times standards.

CONTRACTOR shall provide dashboard and data access training to CITY staff as requested by CITY PROJECT MANAGER.

CONTRACTOR shall confirm alert status as prescribed to send each alert type to a prescribed audience as directed by CITY's PROJECT MANAGER. Automated alerts for 1-hour average H2S concentrations include:

- If >15 ppb, consistent with AO condition 46, whereupon CITY can employ odor reduction measures and conduct root cause analysis, which may require a report from CONTRACTOR for any monitor malfunction; and

- If >27 ppb, consistent with AO Condition 6, whereupon CITY can employ odor reduction measures and root cause analysis; and, consistent with AO Condition 18, for CONTRACTOR to notify residents via email who have opted-in for this service on the website and to others as directed by CITY's PROJECT MANAGER; and

- If >30 ppb, consistent with AO Condition 5, then CITY can notify SCAQMD.

CONTRACTOR shall confirm each alert status to manage the monitoring and meteorological systems, and send wind data, hourly average H_2S concentrations and source detection images to the HWRP Control Room, website, and CITY PROJECT MANAGER and his/her designee; these data will enable observers to estimate, as needed, the location of H2S at any concentration.

Upon CITY request, CONTRACTOR shall work with FACILITY staff to tailor the dashboard display, alerts and notifications, messages, and automated reports from Onterris' Sensible Environmental Data Platform to meet the specific parameters required by SCAQMD, nearby residents and the general public, and needs of the FACILITY.

4.5.5 Monthly Inspections, Semi-Annual Audits, Annual Maintenance

CONTRACTOR shall perform site inspections once each month, spaced at least one week apart, to: verify shelter is in good repair, ensure all analyzers are performing within recommended diagnostic ranges, and replace consumables and worn parts as proscribed for proper maintenance; and shall report same to CITY PROJECT MANAGER.

A CONTRACTOR expert personnel not involved in day-to-day operations shall perform semi-annual audits of each of the three (3) fence line monitoring sites each calendar year spaced approximately six (6) months apart. Each H_2S analyzer shall be challenged for accuracy and linearity using several target concentrations to confirm system performance. The meteorological systems shall be audited for wind speed, wind direction, and overall system performance.

CONTRACTOR shall conduct annual maintenance on all six (6) analyzers (all three (3) H_2S and all three (3) NH_3 analyzers, replacing all degrading consumables and parts, and performing calibrations on each analyzer, regardless of the response of the analyzer prior to maintenance.

4.5.6 Reports – Monthly, Semi-Annually, Annually

Contractor shall submit monthly, quarterly, semi-annual, annual, and ad hoc reports to convey monitoring results, as specified herein.

CONTRACTOR shall submit monthly reports to FACILITY on all emission events, trends, and calibrations.

CONTRACTOR shall submit quarterly reports to FACILITY as follows.

1.0 Project Overview
- 1.1 Objectives
- 1.2 Site Selection
- 1.3 Hydrogen Sulfide Fence Line Monitoring Methodology
- 1.4 Meteorological Data
- 1.5 Program Quality Control

2.0 Summary of Results
- 2.1 Summary of Down Time or Equipment Malfunction
- 2.2.1 North Analyzer Fence Line Concentrations
- 2.2.2 Central Analyzer Fence Line Concentrations
- 2.2.3 South Analyzer Fence Line Concentrations

3.0 Summary of Meteorological Results
- 3.1 North Wind Roses
- 3.2 Central Wind Roses
- 3.3 South Wind Roses

CONTRACTOR shall submit semi-annual "Hydrogen Sulfide and Meteorological Monitor Audit" reports as follows.

1.0 Introduction
2.0 Performance Audits of Continuous Hydrogen Sulfide Monitors
3.0 Meteorological Accuracy Audits
    3.1 Discussion of Accuracy Audit Results for Wind Speed (WS) Measurement Systems
    3.2 Discussion of Accuracy Audit Results for Wind Direction (WD) Measurement Systems
4.0 Additional Findings and Discussion
Appendix A – Audit Test Data
Appendix B – Calibration Data

CONTRACTOR shall submit annual reports to FACILITY as follows.

1.0 Introduction
2.0 Summary of Operational Demands, including number of parts and amounts of consumables replaced, and dates of replacements; and calibration needs
3.0 Summary of Down Time and Equipment Breaks, including description, date, time, amount of time down, date and time of repairs, who reported the problem, and who did the repairs
4.0 Summary of Alerts and Notifications, Messages, and Automated Reports
5.0 SCAQMD Requests, including dates made and fulfilled, and by whom, dates of each; and regular maintenance performed, including date and by whom.

4.6 CONTRACTOR Schedule of Services and Costs

CITY agrees to pay for the services in the AGREEMENT in accordance with the compensation provisions set forth in Table 2, *Monthly Fee Schedule for Scope Services by CONTRACTOR,* below. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed those services specifically set forth herein.

CONTRACTOR shall invoice CITY monthly in the form of one invoice that itemizes each Task Description item listed in Table 2 below.

To the extent the CITY and CONTRACTOR agree to any tasks not listed in Table 2 below, the invoice shall specifically itemize the time and materials, if any, for

such tasks, and CONTRACTOR shall be compensated in accordance with the rates in Table 3, *2025 California Fee Schedule for Services Beyond Scope by CONTRACTOR*. CONTRACTOR will not use SUBCONTRACTORS, CONTRACTOR's requirement to participate in the Business Inclusion Program was waived on March 16, 2026. Direct expenses for such additional tasks as agreed to by CONTRACTOR and CITY shall be made in accordance with Table 3; if no task material or labor item is included in Table 3, then that item is assumed to be covered by CONTRACTOR and shall not be compensated.

Table 2*. Monthly Fee Schedule for Scope Services by CONTRACTOR
Effective First Year of Work Starting with Notice to Proceed

Task Description	Cost, $	Annual Frequency	Annual Cost, $
Operations & Maintenance	11,524.00	12	138,288.00
Data Review & Validation	5,240.00	12	62,880.00
Quarterly Reporting	1,490.00	4	5,960.00
Semi-Annual Audit	17,200.00	2	34,400.00
Total for In-Scope Work			241,528.00
Out-of-Scope Allowance			25,000.00
Total			266.528.00

** Table 2 tasks include all labor, maintenance, non-major equipment, spare parts, calibration gases and consumables, shipping, per diem, transportation costs, materials, tools, and other miscellaneous items necessary to consummate CONTRACTOR's obligations in accordance with this Scope of Work.*

CITY agrees to make a good faith effort to pay any undisputed amounts within 60 days of CONTRACTOR's submission of an invoice. The CITY shall notify CONTRACTOR writing of any disputed amounts in an invoice within 45 days of receipt. The CITY shall be entitled to request additional documentation or support for any disputed amounts. FACILITY shall work in good faith to resolve the dispute, and CITY shall pay the agreed-upon amount within a reasonable time following the resolution of the dispute. Disputes over invoices shall not be grounds for discontinuation or suspension of performance required under this AGREEMENT.

Table 3. 2025 California Hourly Fee Schedule for Services beyond Scope by CONTRACTOR
Effective First Year of Work Starting with Notice to Proceed

FIELD TESTING PERSONNEL	HOURLY RATE, $
Senior SME, Consultation Support	440

Senior Scientist, Engineer	340
SME, District Manager	240
Senior/Client Project Manager	200
Project Manager	165
Senior Field Technician	120
Field Technician	105
Data Manager	135
Data QA/QC Analyst/Technical Writer	115
Office/Administrative	100
OVERTIME RATE	
Over 8 hours per day or between 40 and 60 hours per week	Standard Rate x 1.5
Over 12 hours per day or over 60 hours per week	Standard Rate x 2
Weekends and Holidays will be billed at overtime rates	
OVERHEAD DIRECT COSTS UNITY RATE, $	
Per Diem	Current GSA plus 15%
Mobile Lab Vehicle Mileage	1.57/mile
Company Truck Vehicle Mileage	0.82/mile
Personal Vehicle Mileage	GSA plus 10%
Other ODC's (i.e., hotels rentals, purchases, analytical costs, supplies	Cost plus 10%

By no later than December 31, CONTRACTOR may request annual increases of the rates set forth in Table 2 and Table 3 above, provided, however, that no such increase shall exceed 3% per year. Any approved increases in rates shall become effective on July 1 of the following year.

Electronic Funds Transfer Information

It is CONTRACTORS preference that all payments are made via Automated Clearing House (ACH).

West Coast Lockbox
Onterris Air Quality Services, LLC
c/o Onterris Environmental Group Inc
PO Box 741137
Los Angeles, CA 90074-1137

ACH Payments
Account Name: Onterris Air Quality Services, LLC

Bank Name: Bank of America
Transit Routing Number (ABA): 121000358
Account Number: 325000474939
Remittance Advice Required: accountsreceivable@onterris.com

Should payments still be sent via postal service, then please use the following address, as applicable:
Onterris Air Quality Services, LLC
PO Box 741137
Los Angeles, CA 90074-1137

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

5.1 The CONTRACTOR designates the following person to represent the CONTRACTOR in all matters pertaining to this AGREEMENT:

Name, Title:	Mr. Kevin Ruggiero, Operations Manager Onterris Air Quality Services, LLC
Address:	45 US Highway 46, Suite 601 Pine Brook, NJ 07058
Telephone:	(973) 417-6487
E-mail:	kevinruggiero@onterris.com

Name, Title:	Ms. Aikaterini Liangou, Senior Project Manager Onterris, LLC
Address:	6270 Joyce Dr., Unit B Golden, CO 80403
Telephone:	(412) 425-0609
E-mail:	ailiangou@onterris.com

Name, Title:	Mr. Ricky Rodriguez, Field Technician Onterris Air Quality Services, LLC
Address:	1631 E. St. Andrew Place Santa Ana, CA 92705
Telephone:	(562) 385-1243
E-mail:	rirodriguez@onterris.com

Additional technical staff may be assigned, subject to the CITY PROJECT MANAGER'S approval.

5.2 The CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions

as long as required by the CONTRACT, and the CONTRACTOR shall not change personnel assigned to these positions without ten (10) calendar days prior written notice and consent and approval by the CITY'S PROJECT MANAGER, whose consent shall not be withheld unreasonably. In the event that personnel assigned to these positions resign, are terminated, are on leave or are otherwise unable to perform the services, that person's immediate supervisor shall assume the same responsibilities, without prior approval, until such time as a replacement personnel is identified and approved. Staff who assumes this role shall not be entitled to per diem, mileage, nor ODC's.

5.3 Unless otherwise approved by the CITY, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY has the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR shall remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

5.4 The CONTRACTOR shall not use SUBCONTRACTORS to assist in the performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all SUBCONTRACTORS. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of any SUBCONTRACTOR. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and any SUBCONTRACTOR.

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

The CITY designates Mr. Majid Sadeghi as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of this AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Mr. Sadeghi as the CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by the CITY and by the CONTRACTOR.

FACILITY shall provide and maintain a readily accessible concrete pad and electrical power along the paved service road along the East fence line, as well

as access along the paved service road to each concrete pad and analyzer station.

FACILITY shall provide the monitoring shelter and HVAC for each analyzer station.
FACILITY shall, as soon as practicable, notify CONTRACTOR of planned FACILITY's planned operations or maintenance that may affect any of the three (3) analyzer stations.

Both CITY and CONTRACTOR have an interest in the continued success of this project. CONTRACTOR shall, as soon as practicable, notify CITY of impending potentially hazardous weather that would require equipment removal from the analyzer stations, and shall make recommendations to City on protective means for each analyzer station and appurtenant equipment.

If requested, FACILITY shall provide CONTRACTOR with Facility's Safety Data Sheets (SDSs) for known compounds present within 30 days.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

Unless terminated as provided under Article 9 or extended by a duly approved amendment to this AGREEMENT signed by the parties, the term of this AGREEMENT shall be for five (5) years from the date of full execution, with one (1) renewal option of two (2) years, to be exercised by the CITY at its sole discretion.

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred:

A. This CONTRACT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR;
B. This CONTRACT has been approved by the City Council or by the BOARD, officer, or employee authorized to give such approval;
C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and
D. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer, or employee authorized to enter into this CONTRACT.

ARTICLE 8 – SUSPENSION

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONTRACTOR with a written notice of suspension. Upon receipt of the notice of suspension, the CONTRACTOR shall immediately cease the

services suspended and shall not incur any additional obligations, costs, or expenses to the CITY until the CITY gives written notice to recommence the services.

ARTICLE 9 – TERMINATION

9.1 Termination for Convenience

The CITY may terminate this CONTRACT, in whole or in part, for the CITY'S convenience at any time by providing the CONTRACTOR thirty days (30) written notice. Upon receipt of the notice of termination, the CONTRACTOR shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONTRACTOR to effect the termination. Thereafter, the CONTRACTOR shall have no further claims against the CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

9.2 Termination for Breach of Contract

9.2.1 Except as provided in Article 21, if the CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, the CITY may give the CONTRACTOR written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate this CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.

9.2.2 If the default under this CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, the CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of

services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.

9.2.3 If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this CONTRACT.

9.2.4 If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates the CITY'S laws, regulations, or policies relating to lobbying, then the CITY may immediately terminate this CONTRACT.

9.2.5 Acts of Moral Turpitude

a) The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b) If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.

c) If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of this CONTRACT.

d) Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in the California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elder abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e) For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.

9.2.6 In the event the CITY terminates this CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated and the CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7 If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

9.2.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

9.3 In the event that this CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five (5) working days of the termination.

ARTICLE 10 – SUBCONTRACT APPROVAL

CONTRACTOR shall not have any subcontracts within this AGREEMENT. CONTRACTOR UTILIZES an extremely small and highly qualified technical staff, and does not use SUBCONTRACTORS. CONTRACTOR's requirement to participate in the City's Business Inclusion Program is waived.

ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT

11.1 Definitions

11.1.1

"Cost" as used herein is defined as the sum of all Table 2 Lump Sum Amounts.

Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to the CONTRACTOR if said costs were incurred in completing any task specifically authorized by this AGREEMENT and said costs are reviewed and approved by the CITY in writing and said approval for payment occurs after this AGREEMENT is fully executed.

11.1.9 The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S personnel for invoice preparation. The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S communication expenses and computer time charges.

11.2 Compensation

The CONTRACTOR agrees to perform the work specified in Article 4.5 with compensation specified in Article 4.6. CONTRACTOR Schedule of Services and Costs.

ARTICLE 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS

All amendments, changes, or modifications to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 7.

ARTICLE 13 – INDEMNIFICATION AND INSURANCE

13.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, the CONTRACTOR shall defend, indemnify, and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents, or damage or destruction of any

property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

13.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S obligation to indemnify, hold harmless, and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 3 hereto):

	Insurance Type	Coverage
(a)	General Liability	$1,000,000
(b)	Workers' Compensation Employer's Liability Insurance	$1,000,000
(c)	Automobile Liability	$1,000,000
(d)	Professional Liability	$1,000,000

The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 3 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 3 hereto. Exhibit 3 is hereby incorporated by reference and made a part of this CONTRACT.

13.3 BONDS

No bonds will be required at this time. However, CITY or FACILITY reserve the right to impose the requirement that CONTRACTOR secure a bond in the future.

Any bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

ARTICLE 14 – INDEPENDENT CONTRACTORS

The CONTRACTOR is an independent contractor and not an agent or employee of the CITY. The CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

ARTICLE 15 – WARRANTIES AND RESPONSIBILITY OF CONTRACTOR

15.1 The CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

15.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this AGREEMENT. The CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.

15.4 The CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.

15.5 Except as specified in Article 13 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product (as defined in Article 18) furnished by the CONTRACTOR, or its SUBCONTRACTORS, under this CONTRACT. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 17 – INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity, and/or proprietary information.

ARTICLE 18 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artworks, drawings, sketches, blueprints, studies, memoranda, computation sheets, 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 originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

The CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT, the CONTRACTOR shall secure a grant, at no cost to the CITY, for a non-exclusive perpetual license to use such Work Products as originally issued and for any closely related CITY purpose(s), whether or not on this project.

The CITY hereby acknowledges that CITY is contracting with CONTRACTOR to, in part, provide a public-facing website that may contain proprietary Work Product. Otherwise, the CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by the CONTRACTOR relating to this CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTOR with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTORS CONTRACT with the CITY.

ARTICLE 19 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 28.

ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery, regular mail, or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the CITY:
Contact Person: Mr. Majid Sadeghi, Project Manager

Address:	Hyperion Water Reclamation Plant – Engineering Technical Services Facility, 3rd Floor 12000 Vista del Mar Playa del Rey, CA 90293
Telephone:	(310) 648-5495
E-mail:	majid.sadeghi@lacity.org

To the CONTRACTOR:

Contract Person:	Mr. Kevin Ruggiero, Operations Manager
Address:	45 US Highway 46, Suite 601 Pine Brook, New Jersey 07058
Telephone:	(973) 417-6487
E-mail:	Kevinruggiero@onterris.com

With a Courtesy Copy to:
Onterris Legal Department
legal@onterris.com

ARTICLE 21 – FORCE MAJEURE (EXCUSABLE DELAYS)

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in this CONTRACT, the term "SUBCONTRACTOR" means a subcontractor at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

ARTICLE 22 – SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 23 – DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 24 – ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of this CONTRACT, the CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term, or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any federal, state, or local law or regulation having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms, or provisions of this CONTRACT shall not be affected thereby.

ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section

21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 27 – WAIVER

A waiver of a default of any part, term, or provision of this CONTRACT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term, or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights under this CONTRACT, including the right to payment; or
B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

ARTICLE 29 – PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the CONTRACTOR'S performance of this CONTRACT and shall pay any fees required therefore. The CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONTRACTOR'S performance of this CONTRACT.

ARTICLE 30 – BEST TERMS

Intentionally Omitted.

ARTICLE 31 – CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder) and shall pay all amounts due under the Unemployment

Insurance Act or any other applicable law with respect to labor used to perform under this CONTRACT.

ARTICLE 32 – BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 33 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status, or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 34 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within ninety (90) days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 35 – LIVING WAGE AND WORKER RETENTION ORDINANCE

35.1 LIVING WAGE ORDINANCE

The CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time (Exhibit 5). The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

35.2 WORKER RETENTION ORDINANCE

The CONTRACTOR shall comply with the Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 36 – ACCESS AND ACCOMMODATIONS

The CONTRACTOR represents and certifies that:

A. the CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and the California Government Code Section 11135;

B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services, and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE

The CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

ARTICLE 38 – LOS ANGELES BUSINESS INCLUSION PROGRAM

Because this is a sole-source CONTRACT, CONTRACTOR is relieved of complying with any aspect of the Business Inclusion Program.

ARTICLE 39 – DISCLOSURE ORDINANCES

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 et seq., of the Los Angeles Administrative Code, as may be amended from time to time. The CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. Exhibit 4 is attached hereto and incorporated herein by this reference.

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The City or LASAN may terminate this

CONTRACT at any time if the City or LASAN determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 40 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit 11, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 42 – FIRST SOURCE HIRING ORDINANCE

The CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 43 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/ FUNDRAISING

Unless otherwise exempt, if this CONTRACT is valued at $100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and the CONTRACTOR'S SUBCONTRACTORS expected to receive at least $100,000 for performance under this CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this CONTRACT and to pursue

all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any SUBCONTRACTOR expected to receive at least $100,000 for performance under this CONTRACT:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY Contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

ARTICLE 44 – COMPLIANCE WITH THE IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the CITY for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit." (Exhibit 14)

ARTICLE 45 – INTEGRATED CONTRACT

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of Article 12 hereof.

ARTICLE 46 – DATA PROTECTION

A. The CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). The CONTRACTOR shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of the CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONTRACTOR shall begin remediation immediately. The CONTRACTOR shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to the CITY'S satisfaction. The CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At the CITY'S sole discretion, the CITY and its authorized agents shall have the right to lead or participate in the investigation. The CONTRACTOR shall cooperate fully with the CITY, its agents, and law enforcement.

B. If the CITY is subject to liability for any Data Breach or Security Incident, then the CONTRACTOR shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

ARTICLE 47 – LOCAL BUSINESS PREFERENCE ORDINANCE

The CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 48 – CITY CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

The CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 49 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

The CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to customers. The CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program, or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 50 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the CITY. The CONTRACTOR is required to have all employees, volunteers, and SUBCONTRACTORS (including all employees and volunteers of any SUBCONTRACTOR) of the CONTRACTOR working on the premises to pass a fingerprint and background check through the California Department of Justice at the CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 51 – POSSESSORY INTERESTS TAX

Rights granted to the CONTRACTOR by the CITY may create a possessory interest. The CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONTRACTOR shall pay the property tax. The CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 52 – CONFIDENTIALITY

All documents, information, City Data (as that term is defined in Article 46), and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR

pursuant to this CONTRACT (collectively "Confidential Information") are confidential. The CONTRACTOR shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law. The CONTRACTOR shall immediately notify the CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 53 – COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by e-mail shall be deemed original signatures.

ARTICLE 54 – CONTRACTOR DATA REPORTING

If CONTRACTOR is a for-profit, privately owned business, CONTRACTOR shall, within 30 days of the effective date of the CONTRACT and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the CONTRACT), report the following information to CITY via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by CITY: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). CONTRACTOR shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by CITY.

ARTICLE 55 - LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no

obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services,

ARTICLE 56 – RATIFICATION

Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to the CONTRACTOR if said costs were incurred in completing any task specifically authorized by this AGREEMENT, said costs are reviewed and approved by the CITY, and said approval for payment occurs after this AGREEMENT is fully executed. No such amount shall be due and payable until the CITY's approval. In no event shall interest be owed on any costs whatsoever incurred prior to the actual date of full execution of the AGREEMENT.

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____

Title: President/Commissioner, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Virginia Choi

Title: Deputy City Attorney

Date: _____

For: ONTERRIS AIR QUALITY SERVICES, LLC

**Approved Signature Methods:*
1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

By: _____ Date: 2026.08.05 18:29:23 -04'00'
Todd Grosshandler
Chief Commercial Officer

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____

Name: _____

Title: Deputy City Clerk

Date: _____

City Business License Number: 003492381-0001-4
Internal Revenue Service Taxpayer Identification Number: 46-4195044
Said Agreement is Number [ ] of City Contracts

EXHIBITS

EXHIBIT 1

INTENTIONALLY OMITTED

EXHIBIT 2

INTENTIONALLY OMITTED

EXHIBIT 03

INSURANCE CONTRACTUAL REQUIREMENTS

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Montrose Environmental Date: 08/06/2025

Agreement/Reference: Service Agreement- Hyperion Fence Line Monitoring, satisfying SCAQMD Hearing Board Odor Abatement Order, Case 1212-40

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** City of Los Angeles must be named as an additional insured party **$1,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct

☐ Fire Legal Liability

☐

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$1,000,000**

✓ **Professional Liability** (Errors and Omissions) **$1,000,000**

Discovery Period 12 Months After Completion of Work or Date of Termination

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood ☐ Builder's Risk

☐ Earthquake ☐

___ **Pollution Liability**

☐

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance**

Other: Sent to Kris Flaig @ Sanitation

EXHIBIT 04

SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 et seq., of the Los Angeles Administrative Code, as may be amended from time to time. The Contractor certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

EXHIBIT 05

DECLARATION OF COMPLIANCE WITH LIVING WAGE ORDINANCE

The Contractor shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time (Exhibit 5). The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

EXHIBIT 6

CONTRACTOR RESPONSIBILITY ORDINANCE

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBIILITY ORDINANCE
(Los Angeles Administrative Code Section 10.40 et seq.)

1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarding a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

3. Who is responsible for the administration and enforcement of the Ordinance?

Three departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for $25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for $100,000 or more if the agreement is for the purpose of economic development or job growth. City financial

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for $100,000 or more. Agreements to purchase garments are covered if they are for $25,000 or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

5. When did the Ordinance become applicable?

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001.** An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

6. If an IFB is subject to the CRO, what must a department do?

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

7. What is a Responsibility Questionnaire?

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [http://caodocs.ci.la.ca.us/ContEval/] regarding the proposer's prior performance on City contracts.

8. What must a bidder/proposer do when responding to an IFB?

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

9. Is a separate Questionnaire required for each IFB?

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

10. What will the City do with the Questionnaire?

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: www.lacity.org/bidresp. This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

11. How long will the Questionnaires be posted?

The Questionnaires will be posted on the internet for 14 calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

12. What happens during the 14 calendar-day posting period?

The general public will be able to review the Questionnaires posted. If, during the 14 calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

13. How does a department know that the posting requirement has been met?

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

14. Are contract amendments subject to the CRO?

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract..
- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

16. What happens if a contractor is found to be in violation of the Ordinance?

The DAA will notify the contractor that a violation has been found and give the contractor 10 calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

17. What about subcontractors?

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

18. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

19. Are there any exemptions under the Ordinance?

Generally, two categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:
- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?

All CRO-related information and documents can be found on the CRO website: http://www.lacity.org/bidresp.

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Department of Public Works, Bureau of Sanitation, Hyperion Engineering Division	Majid Sadeghi	310-648-5495
City Department/Division Awarding Contract	City Contact Person	Phone

Hyperion Fenceline Monitoring

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Onterris Air Quality Services, LLC

Bidder/Proposer Business Name

5120 Northshore Drive	Little Rock	AR	72118
Street Address	City	State	Zip

Kevin Ruggiero, Operations Manager	973-417-6487	
Contact Person, Title	Phone	Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☒ An initial submission of a completed Questionnaire.

☐ An update of a prior Questionnaire dated _____/_____/_____.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated _____/_____/_____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Todd Grosshandler, Chief Commercial Officer		6/2/2026
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 16

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: _____/_____/_____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

_____ _____

_____ _____

☒ **Limited Liability Company:** Date of formation: 11 / 23 / 2013 State of formation: DE

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Onterris, Inc. _____

_____ _____

☐ **Partnership:** Date formed: _____/_____/_____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

_____ _____

_____ _____

☐ **Sole Proprietorship:** Date started: _____/_____/_____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

_____ _____

_____ _____

☐ **Joint Venture:** Date formed: _____/_____/_____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

_____ _____

_____ _____

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

   ☒ **Yes** ☐ **No**

   If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

   ☐ **Yes** ☒ **No**

   If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

   ☒ **Yes** ☐ **No**

   If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

   ☐ **Yes** ☐ **No** X N/A

   If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

   ☐ **Yes** ☒ **No**

   If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

   ☐ **Yes** ☒ **No**

   If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 12 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

   ☒ **Yes** ☐ **No**

   If, **Yes,** list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

   ☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

    (a) Payment to subcontractors?

    ☐ **Yes** ☒ **No**

    (b) Work performance on a contract?

    ☐ **Yes** ☒ **No**

    (c) Employment-related litigation brought by an employee?

    ☐ **Yes** ☒ **No**

14. Does your firm have any outstanding judgements pending against it?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

    ☒ **Yes** ☐ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ **Yes** ☒ **No**

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ **Yes** ☒ **No**

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ **Yes** ☒ **No**

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Todd Grosshandler, Chief Commercial Officer		6/2/2026
Print Name, Title	Signature	Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 1 of 1

Onterris Air Quality Services, LLC is wholly owned by Onterris Inc., a publicly traded company.

Onterris Inc. was formally known as Montrose Environmental Group Inc., and Onterris Air Quality Services, LLC was formally known as Montrose Air Quality Services, LLC. The name changes occurred on April 22, 2026 as part of a company wide rebrand. All locations of services and service offerings remain the same.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.
Page 1 of 1

Section E-8:

Onterris has held the following prior contracts with the City of LA. The most recent is outliend below.

47326B, 47482B, 47661A, 47661B

Entity Name: City of La Hyperion Plant
Purpose of Contract: City of LA Hyperion Plant Test 6 Flares - test 6 identical flares at Hyperion Treatment Plant for NOx, CO, O2, CO2 and flow rate.

Section E-9:

Entity Name: Chevron/Sonoma Technology, Inc.
Purpose of Contract: Operations and maitenance of all open path FTIR and UVDOAS fenceline systems in compliance with SCAQMD Rule 1180.
Total Cost: $185,000/yr
Starting Date: 1/1/21
Dnding date: TBD

Entity Name:Seneca County Ohio General Health District
Purpose of Contract: Landfill monitoring for SO2, H2S with private and public website
Total Cost: $577,000 first year, $123,000 years 2-5
Starting Date: 12/20/23
Ending date: 7/31/30

Entity Name: Applied Medical
Purpose of Contract: Mobile monitoring and as needed laboratory data collection of fenceline EtO
Total Cost: $143,000/yr
Starting Date: 2/1/24
Dnding date: TBD

Section 16.G - Citation History
Following an inspection on 11/20/2023, Montrose Air Quality Services, LLC's Bakersfield office was cited on or about 12/15/2023 by Cal OSHA for having a Heat Illness Prevention Plan (Temperature Extremes Policy) that was missing four items. The policy was updated and the citation fully abated on 12/15/2023.

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor
- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice
- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)
- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

Federal Equal Employment Opportunity Commission
- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES

California's Department of Industrial Relations
- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing
- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice

LOCAL ENTITIES

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

CITY OF LOS ANGELES
Department of Public Works, Bureau of Contract Administration
Special Research & Investigation Section
1149 S. Broadway, Suite 300 - Los Angeles, CA 90015
Phone: (213) 847-1922
Mail Stop 480

AWARDING AUTHORITY REQUEST FOR EXEMPTION FROM CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE AND POSTING REQUIREMENTS

The Department of Public Works, Bureau of Contract Administration, Special Research & Investigation Section (SRIS) administers the Contractor Responsibility Ordinance (CRO) as it applies to service agreements. Unless exempted, a service agreement is subject to all requirements the CRO if it is for $25,000 or more, and is at least three months in duration.

SECTION 1. INFORMATION ABOUT PROPOSED AGREEMENT

A. Proposed Agreement

RFP/RFQ/RFB or Contract # (if any):	Amount: $
Term – Start Date:	End Date:
Type of Service:	

B. Awarding Department

Name of contact person:	Title:
Department:	Phone:
Signature:	Date:

C. Contractor Information (If known):

Company Name:		
Company Address:		
City:	State:	Zip:

SECTION 2. BASIS FOR REQUEST FOR WAIVER FROM QUESTIONNAIRE AND POSTING REQUIREMENTS

Check below the basis for the request for exemption from the CRO. Submit the completed application to the Contractor Enforcement Section. An approval exempts the proposed agreement only from the CRO's Questionnaire and Posting requirement. The contract remains subject to all other CRO requirements.

_____ Exigent circumstances: The Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted. **Attach a memo explaining the circumstances and the financial loss or the adverse impact that would result.**

_____ Services are proprietary or available only from a single source. **Attach a memo explaining why the services are proprietary or available only from a single source. If applicable, explain what efforts have been made to identify any other potential provider of the service.**

_____ Contract awarded in accordance with one of the following. **Attach a memo explaining the circumstances of the applicable Charter Section.**

- _____ Charter Section 371(e)(5) – Urgent necessity.
- _____ Charter Section 371(e)(6) – War, or national, state, or local emergency.
- _____ Charter Section 371(e)(7) – Equipment repairs or parts obtained from manufacturer or exclusive agent.
- _____ Charter Section 371(e)(8) – Cooperative arrangements with other governmental agencies.

_____ New contract entered into as a result of an Invitation for Bid (IFB) released prior to September 4, 2001. An IFB includes a RFB, RFP, RFQ, and any other procurement process. **A contract not covered by the CRO on this basis becomes subject to the CRO if it is amended after September 4. 2001. Fill in the information below:**

Date IFB released: _____ Date contract executed: _____ Date work on contract began: _____
Has there been an amendment to this contract since September 4, 2001? Yes _____ No _____

FOR SRIS USE ONLY	
Approved: _____	_____ **Not Approved. (See attached memorandum.)**
Analyst: _____	**Date:** _____

EXHIBIT 7

BUSINESS TAX REGISTRATION INFORMATION

For the duration of this CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

EXHIBIT 8

LOS ANGELES RESIDENCE INFORMATION

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Onterris

I. Corporate or Main Office Address:

5120 Northshore Dr

North Little Rock, AR 72118

II Total Number of Employees in Organization: 3,503

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

12 and 0.3 %

EXHIBIT 9

NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Todd Grosshandler, depose and say that I am

Chief Commercial Officer ("President", "Vice President", etc.) of Onterris Air Quality Services, LLC (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: 6/2/2026 (Month, Day, Year) at Durham, NC (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct

(Signature)

EXHIBIT 10

CONTRACT HISTORY

CITY OF LOS ANGELES CONTRACT HISTORY

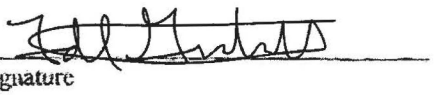
The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Onterris has held the following prior contracts with the City of LA:
47326B
47482B
47661A
47661B

The most recent is listed below:

Entity Name: City of LA Hyperion Plant
Purpose of Contract: City of LA Hyperion Plant Test 6 Flares - test 6 identical flares at Hyperion
Treatment Plant for NOX, CO, O2, CO2 and flow rate.
Total Cost: $24,828
Starting Date: 9/20/21
Ending Date: 9/24/21

Onterris Air Quality Services, LLC
Name of Organization


Signature

Todd Grosshandler
Print Name

Chief Commercial Officer
Title

6/2/2026
Date

EXHIBIT 11

MUNICIPAL LOBBYING ORDINANCE / CEC FORM 50

City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification
CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☑ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:	**Awarding Authority (Department):**
To Be Determined	Department of Public Works

Name of Bidder:	**Phone:**
Onterris Air Quality Services, LLC	720-253-5496

Address: 5120 Northshore Dr., North Little Rock, AR 72118

Email: aheitmann@onterris.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:
   1. The performance of work or service to the City or the public;
   2. The provision of goods, equipment, materials, or supplies;
   3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
   4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
      a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
         i. Are provided on premises that are visited frequently by substantial numbers of the public; or
         ii. Could be provided by City employees if the awarding authority had the resources; or
         iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
      b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).

C. The value and duration of the contract for which I am applying is one of the following:
   1. For goods or services contracts—a value of more than $25,000 and a term of at least three months;
   2. For financial assistance contracts—a value of at least $100,000 and a term of any duration; or
   3. For construction contracts, public leases, or licenses—any value and duration.

D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 7/30/2026

Signature: _____

Name: Todd Grosshandler

Title: Chief Commercial Officer

EXHIBIT 12

EQUAL BENEFITS ORDINANCE AFFIDAVIT / FIRST SOURCE HIRING ORDINANCE

The CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

SUBMITTED THROUGH RAMPLA

EXHIBIT 13

CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS / CEC FORM 55

Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

☑ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable): To Be Determined

Date Bid Submitted: 7/1/2026

Description of Contract (title of RFP and services to be provided): 24/7 Air Monitoring

City Department Awarding the Contract: Department of Public Works

BIDDER INFORMATION

Name: Onterris Air Quality Services, LLC

Address: 5120 Northshore Dr., North Little Rock, AR 72118

Email: aheitmann@onterris.com Phone: 720-253-5496

SCHEDULE SUMMARY

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** *(check one)*
   - ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
   - ☑ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.
2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)*
   - ☑ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth $100,000 or more (Schedule B is not required).
   - ☐ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth $100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.
3. **TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** 2

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 7/30/2026 Signature: [signature]

Name: Todd Grosshandler

Title: Chief Commercial Officer

Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

☐ Check this box if additional Schedule A pages are attached.

Name: Onterris, Inc. Title: Sole Member (100% Ownership)
Address: 5120 Northshore Dr., North Little Rock, AR 72118

Name: Vijay Manthripragada Title: CEO
Address: 5120 Northshore Dr., North Little Rock, AR 72118

Name: James Laws Title: COO
Address: 5120 Northshore Dr., North Little Rock, AR 72118

Name: Todd Grosshandler Title: CCO
Address: 5120 Northshore Dr., North Little Rock, AR 72118

Name: Austin Heitmann Title: VP - Ambient Air
Address: 5120 Northshore Dr., North Little Rock, AR 72118

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

EXHIBIT 14

IRAN CONTRACTING ACT OF 2010

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 shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder 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 provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **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 DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) Onterris Air Quality Services, LLC		*BTRC (or n/a)* 0003492381
By (Authorized Signature)		
Print Name and Title of Person Signing Todd Grosshandler, Chief Commercial Officer		
Date Executed 6/2/2026	*City Approval (Signature)*	*(Print Name)*

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.

Vendor Name/Financial Institution (printed)		*BTRC (or n/a)*
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	*City Approval (Signature)*	*(Print Name)*

EXHIBIT 15

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 5/26 [v. 1])

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 5/26 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1.	CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN	1
PSC-2.	APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT	1
PSC-3.	TIME OF EFFECTIVENESS	1
PSC-4.	INTEGRATED CONTRACT/AMENDMENT	2
PSC-5.	FORCE MAJEURE/EXCUSABLE DELAYS	2
PSC-6.	WAIVER	3
PSC-7.	SUSPENSION	3
PSC-8.	TERMINATION	3
PSC-9.	INDEPENDENT CONTRACTOR	5
PSC-10.	CONTRACTOR'S PERSONNEL	5
PSC-11.	ASSIGNMENT AND DELEGATION	6
PSC-12.	PERMITS	6
PSC-13.	CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT	6
PSC-14.	CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED	7
PSC-15.	RETENTION OF RECORDS, AUDIT AND REPORTS	7
PSC-16.	BONDS	8
PSC-17.	INDEMNIFICATION	8
PSC-18.	INTELLECTUAL PROPERTY INDEMNIFICATION	8
PSC-19.	INTELLECTUAL PROPERTY WARRANTY	9
PSC-20.	TECHNOLOGY, DATA AND AI DEFINITIONS	9
PSC-21.	OWNERSHIP AND LICENSE	11
PSC-22.	DATA PROTECTION	12
PSC-23.	ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING	15
PSC-24.	INSURANCE	16
PSC-25.	BEST TERMS/MOST FAVORED NATIONS	17
PSC-26.	WARRANTY AND RESPONSIBILITY OF CONTRACTOR	17
PSC-27.	NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION	17
PSC-28.	ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE	18
PSC-29.	ACCESS AND ACCOMMODATIONS	19

PSC-30. BUSINESS INCLUSION PROGRAM 19
PSC-31. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS 20
PSC-32. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS 20
PSC-33. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR 21
PSC-34. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS 21
PSC-35. POSSESSORY INTEREST TAX 21
PSC-36. TAXES 22
PSC-37. CONFIDENTIALITY 22
PSC-38. CONTRACTOR DATA REPORTING 23
PSC-39. SIGNATURES 23
Exhibit 1 INSURANCE CONTRACTUAL REQUIREMENTS 24

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

As used in this Contract, unless otherwise specified in the Contract, the term "Written Notice" or "Writing" may include correspondence sent via electronic mail, certified mail, or through the United States Postal Service.

PSC-2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**. In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction and venue, and agrees to bring all such actions, exclusively in state or federal courts located in the County of Los Angeles, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract; and

D. The Office of the City Attorney has indicated in Writing (including electronic communication), its approval of this Contract as to form.

PSC-4. INTEGRATED CONTRACT/AMENDMENT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only in Writing and signed by the duly authorized representatives of both parties, including the Office of the City Attorney as to form.

PSC-5. FORCE MAJEURE/EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract if the delay or failure arises out of a Force Majeure Event. Force Majeure Events include but are not limited to fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), government furloughs, government shutdowns, freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar and unforeseeable events. For the party to be excused from performance for its delay or failure resulting from a Force Majeure Event, in each case, the delay or failure to perform must have been unforeseeable at the time of contract, and be beyond the control and without any fault or negligence of the party delayed or failing to perform. Notwithstanding the foregoing, **CONTRACTOR** shall not be entitled to terminate this Contract due to a Force Majeure Event in the event that **CONTRACTOR** is engaged to perform services in response to that event.

CONTRACTOR's non-performance shall not be excused by a delay or failure to perform by a Subcontractor resulting from a Force Majeure Event, unless (1) the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them and (2) the **CONTRACTOR** establishes that the goods or services to be furnished by the Subcontractor could not have been obtained from other sources in sufficient time to permit **CONTRACTOR** to perform timely. In the event **CONTRACTOR's** delay or failure to perform is a result of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-6. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term, or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-7. SUSPENSION

At **CITY's** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon delivery of the notice of suspension in accordance with the Contract, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-8. TERMINATION

A. Termination for Convenience

CITY may terminate this Contract for **CITY's** convenience at any time by providing **CONTRACTOR** notice in Writing, which shall include the effective date of termination. Upon delivery of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination, provided that such amounts are approved, in Writing, by **CITY** in advance of the work being performed. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY's** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-5, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may immediately terminate this Contract by giving **CONTRACTOR** notice in Writing of the default and termination. Unless otherwise specified in **CITY's** termination notice, termination by **CITY** shall be effective three (3) days after the date of delivery of notice in Writing. Alternatively, in the event of a default, **CITY**, at its sole discretion, may send **CONTRACTOR** a default notice in Writing identifying the default and the time period to cure the default to the sole satisfaction of City. Additionally, **CITY's** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the

default, which shall be submitted to **CITY** within the time period allowed by the default notice. At **CITY's** sole discretion, **CITY** may accept or reject **CONTRACTOR's** plan. If: (1) **CITY** rejects **CONTRACTOR's** plan; (2) the default cannot be cured; or (3) **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR's** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR's** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and **CONTRACTOR's** obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY's** requirements and provides written evidence to **CITY** that **CONTRACTOR** has obtained the required insurance coverage.

3. A breach of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any unauthorized use of City Data or AI System, shall be deemed a breach of this Contract. **CITY** may require immediate suspension of the affected processing or services and may terminate this Contract if **CONTRACTOR** fails to cure within the period stated in **CITY's** notice, or immediately if the breach is not reasonably curable or presents an imminent risk to City Data, **CITY** systems, or the health, safety, or legal rights of any person.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates City, state, or federal laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person is informed that it is the target or subject of a local, state, or federal government investigation, or is criminally diverted, charged with, indicted for, convicted of, pleads nolo contendere to, forfeits bail, or fails to appear in court for a hearing, related to any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. Acts of Moral Turpitude include, but are not limited to: crimes set forth in California Penal Code Section 667.5, California Penal Code Section 1192.7, and California Public Resources Code Section 5164(a)(2) regardless of whether such acts are punishable by felony or misdemeanor conviction.

c. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

d. **CITY** shall be entitled to terminate this contract for breach due to an Act of Moral Turpitude.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-8(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in Writing all other parties contracted with under the terms of this Contract within five (5) calendar days of the termination.

PSC-9. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-10. CONTRACTOR'S PERSONNEL

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. In the event that **CITY** is dissatisfied with the performance of any **CONTRACTOR** personnel, **CITY** and **CONTRACTOR** shall meet in person, virtually, or telephonically to attempt to resolve such concerns.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and

paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR's** Subcontractors, and **CITY** reserves the right to require replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR's** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

Any employee, agent, or Subcontractor with access to City Data or Confidential Information shall be subject to written confidentiality obligations and appropriate privacy and security training. For purposes of this Contract, any third party that hosts, stores, transmits, supports, analyzes, or otherwise processes City Data or provides a material AI System used in performance of this Contract shall be deemed a Subcontractor or Subprocessor subject to **CITY's** prior written approval under this PSC-10.

PSC-11. ASSIGNMENT AND DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract by operation of law or otherwise, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

For the purposes of this Contract, any change of control of **CONTRACTOR** resulting from an amalgamation, merger, corporate reorganization, arrangement, business sale, or asset shall be deemed an assignment or delegation.

PSC-12. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for **CONTRACTOR's** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR's** performance of this Contract.

PSC-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-14. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY's** Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-15. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. Except in circumstances where either federal, state, or local law requires a longer period of retention, these records shall be retained for a period of no less than five (5) years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract ("Retention Period"). The records will be subject to examination and audit by authorized **CITY** personnel or **CITY's** representatives at any time.

CONTRACTOR acknowledges that this is an agreement with the Municipal Corporation of Los Angeles, and, as such, upon request by the Office of the Mayor, City Attorney, or Controller, agrees to provide such entities with access to any information, records, or data related to this Contract. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

Any Confidential Information and protected Personal Information contained in the records during the retention period will remain subject to the obligations and restrictions contained in the Contract**. CONTRACTOR** will not use the retained Confidential Information or Personal Information for any purpose.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY's** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract. At any time prior to or during Retention Period, **CONTRACTOR** shall, upon written request by **CITY**, provide all City Data to **CITY** in an electronic format, e.g. USB flash drive. Within thirty (30) days following the expiration of Retention Period, **CONTRACTOR** shall securely dispose of all City Data in its possession and provide **CITY** with written certification that it has completed secure disposal.

For purposes of this PSC-15, records pertaining to the performance of this Contract include records reasonably necessary to demonstrate **CONTRACTOR's** compliance with PSC-21, PSC-22, PSC-23, PSC-34, and PSC-37, including Subprocessor approvals, security assessments, incident reports, and policies or certifications made available to **CITY**. Retention of City Data itself shall remain subject to PSC-22.

PSC-16. BONDS

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq. and any successor sections.

PSC-17. INDEMNIFICATION

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), costs of experts and consultants, damages or liability of any nature whatsoever whether foreseeable or unforeseeable (including, but not limited to, as related to death, personal injury, property damage, or economic loss), relating to or, arising in any manner by reason of the acts, errors, omissions or willful misconduct by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Without limiting the foregoing, such obligations apply to claims, losses, demands, and expenses arising out of or relating to any Security Incident or Data Breach, any unauthorized access to, acquisition, use, disclosure, loss, alteration, or destruction of City Data, any violation of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any allegation that **CONTRACTOR's** use of an AI System under this Contract caused invasion of privacy, unlawful discrimination, defamation, or other injury, in each case to the extent caused by **CONTRACTOR** or its Subcontractors. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-18. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY's** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

For purposes of this PSC-18, intellectual property and proprietary information claims include claims arising from any software, dataset, AI System, model, training or fine-tuning data, prompt library, or output used or provided by **CONTRACTOR** or its Subcontractors in connection with the services. If any service, Work Product, or deliverable becomes, or in **CONTRACTOR's** reasonable judgment is likely to become, subject to such a claim, **CONTRACTOR** shall, at its expense and in addition to its defense and indemnity obligations, promptly: (1) procure for **CITY** the right to continue using the affected item; (2) replace or modify the affected item so that it becomes noninfringing without materially reducing functionality, security, or performance; or (3) if neither of the foregoing is commercially reasonable, refund the fees allocable to the affected item and assist **CITY** in an orderly transition. **CONTRACTOR** shall have no obligation under this paragraph to the extent a claim arises solely from modifications made by **CITY** other than through **CONTRACTOR**, use of the affected item contrary to the documentation or this Contract after notice by **CONTRACTOR**, or combination with items not supplied or approved by **CONTRACTOR** where the claim would not have arisen but for such combination.

PSC-19. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

CONTRACTOR further represents and warrants that: (1) **CONTRACTOR** and its Subcontractors have obtained and will maintain all rights, licenses, consents, notices, and permissions necessary for the technologies, datasets, AI Systems, and other materials used to perform this Contract and to grant the rights granted to **CITY** herein, including any required rights relating to voice, image, likeness, biometric, or other protected data; (2) no Contractor Materials, Work Product, or AI-generated deliverable provided to **CITY** is subject to any license, use restriction, or other encumbrance that would require **CITY** to disclose source code, grant rights to third parties, or accept restrictions inconsistent with this Contract, except as expressly disclosed in writing and approved by **CITY**; and (3) **CONTRACTOR** will not use City Data to train or improve any AI System except as expressly permitted under PSC-23.

PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS

For purposes of these Standard Provisions for City Contracts, the following terms apply:

"AI System" means any machine-based system, including any generative artificial intelligence, large language model, machine learning model, algorithmic or automated decision system, or similar technology, that infers from the inputs it receives how to

generate outputs such as text, images, audio, video, code, classifications, scores, predictions, recommendations, or decisions.

"City Data" means all data, content, records, information, text, audio, video, images, software, documents, Personal Information, credentials, metadata, logs, prompts, inputs, outputs, feedback, configurations, and other information, in any form, that is: (i) provided by or on behalf of **CITY** to **CONTRACTOR**; (ii) made available to **CONTRACTOR** by **CITY's** personnel, residents, users, agents, systems, or devices; or (iii) collected, received, accessed, stored, hosted, transmitted, generated, derived, created, or otherwise processed by **CONTRACTOR** or its Subprocessors in connection with this Contract, in each case where such information identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to **CITY**, any individual or household, **CITY** operations, or **CITY** systems. City Data includes any data embodied in Work Product and any prompts, inputs, outputs, logs, and evaluation data used or generated in connection with any AI System under this Contract. City Data does not include Contractor Materials, and does not include De-Identified Data solely to the extent **CONTRACTOR** is expressly permitted to use such De-Identified Data under PSC-22.

"Contractor Materials" means preexisting or independently developed materials, services, software, source code, object code, models, algorithms, routines, templates, know-how, tools, methods, documentation, and other intellectual property that were not created specifically for **CITY** under this Contract and were not developed using City Data or **CITY** funding.

"Data Breach" means any unauthorized acquisition, access, use, disclosure, exfiltration, loss, theft, destruction, alteration, or compromise of City Data, or of the security, confidentiality, or integrity of City Data, whether or not such event constitutes a breach under applicable law.

"De-Identified Data" means data that cannot reasonably be used to infer information about, or otherwise be linked to, **CITY**, any individual, household, device, or **CITY** system, and with respect to which **CONTRACTOR** has implemented technical and organizational measures designed to prohibit re-identification and onward disclosure except as permitted by law.

"Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and any other data subject to privacy, confidentiality, security, breach notification, consumer protection, identity theft, employment, or similar laws, including sensitive personal information, personally identifiable information, protected health information, payment card data, financial account information, biometric information, credentials, education records, and government-issued identifiers.

"Security Incident" means any actual or reasonably suspected event that materially threatens or adversely affects the confidentiality, integrity, availability, or resilience of City

Data or of the systems used to provide the services, including malware, ransomware, denial of service, unauthorized access attempts, or material outages, but excluding unsuccessful routine scans, pings, or blocked attacks that do not result in unauthorized access to City Data or material degradation of the services.

"Subprocessor" means any subcontractor or other third party, including any cloud, hosting, support, analytics, payment, or AI provider, engaged by **CONTRACTOR** or its Subcontractors to host, access, receive, store, transmit, or otherwise process City Data or to provide a material technology service used in performance of this Contract.

PSC-21. OWNERSHIP AND LICENSE

A. City Data. **CITY** retains all right, title, and interest in and to City Data. No rights in City Data are granted to **CONTRACTOR** except the limited, nonexclusive, nontransferable right to use City Data solely as necessary to perform this Contract and solely in accordance with this Contract and **CITY's** written instructions. **CONTRACTOR** shall not sell, license, rent, disclose, release, transfer, assign, encumber, or otherwise exploit City Data and shall not assert any lien, withholding right, setoff, or other encumbrance against City Data.

B. Work Product. Unless otherwise expressly provided in this Contract, all finished and unfinished works, tangible or intangible, originated and prepared by **CONTRACTOR** or its Subcontractors specifically for **CITY** under this Contract, including, without limitation, documents, reports, analyses, studies, specifications, manuals, software, code, configurations, interfaces, databases, designs, audiovisual materials, websites, domain names, inventions, discoveries, and other deliverables (each, a "Work Product"; collectively, "Work Products"), together with all intellectual property rights therein, shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all right, title, and interest worldwide in and to such Work Products. **CONTRACTOR** shall execute any documents reasonably necessary for **CITY** to perfect, memorialize, or record **CITY's** ownership of rights provided herein.

C. AI-Generated Output. To the extent any Work Product or portion thereof is generated or assisted by an AI System or is not capable of assignment or exclusive ownership as a matter of law, **CONTRACTOR** hereby grants to **CITY** a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, reproduce, modify, display, perform, distribute, create derivative works from, and otherwise exploit such Work Product or output for any **CITY** purpose.

D. Contractor Materials. **CONTRACTOR** retains ownership of Contractor Materials. To the extent any Contractor Materials are incorporated into, delivered with, or reasonably necessary for **CITY** to use any Work Product or receive the benefits of the services, **CONTRACTOR** grants to **CITY** a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to

sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, execute, reproduce, display, perform, configure, maintain, support, and, if delivered in source or editable form, modify such Contractor Materials solely as necessary for **CITY** to use the Work Product and receive the benefits of the services.

E. Third-Party Materials. For all materials, software, data, or other items delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure for **CITY**, at no additional cost to **CITY**, all rights necessary for **CITY** to use such items for **CITY** purposes and to receive the full benefit of this Contract.

F. Restrictions on Disclosure. **CONTRACTOR** shall not provide or disclose any Work Product or City Data to any third party except as expressly permitted under this Contract or approved in writing by **CITY.**

G. Subcontracts. Any subcontract or other agreement entered into by **CONTRACTOR** relating to this Contract shall preserve and protect **CITY's** rights in City Data and Work Product and shall state that no Subprocessor or subcontractor obtains any ownership interest in either.

H. Equitable Relief. **CONTRACTOR** agrees that a monetary remedy for breach of this PSC-21 may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this PSC-21 by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

PSC-22. DATA PROTECTION

A. General Standard. **CONTRACTOR** shall protect City Data using administrative, technical, physical, and organizational safeguards no less rigorous than accepted industry standards and no less protective than those **CONTRACTOR** uses for its own information of similar sensitivity, and in all events consistent with applicable law and the nature of the services and City Data. **CONTRACTOR** shall maintain a written information security program, incident response plan, and business continuity and disaster recovery capabilities appropriate to the services.

B. Permitted Use; Restricted Use. **CONTRACTOR** shall collect, access, use, retain, disclose, store, and otherwise process City Data only for the limited and specified purpose of performing this Contract, complying with applicable law, and as otherwise expressly authorized in writing by **CITY**. **CONTRACTOR** shall limit access to City Data to personnel and approved Subprocessors with a need to know for performance of this Contract and who are bound by written confidentiality and data protection obligations at least as protective as this Contract. In addition to the

confidentiality obligations in PSC-37, **CONTRACTOR** shall not: (i) sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate City Data to any third party except as expressly authorized by **CITY** or required by law; (ii) use City Data for advertising, marketing, profiling for unrelated purposes, product development unrelated to the services, or any commercial purpose other than performance of this Contract; (iii) combine City Data with data from other customers or sources except as necessary to provide the services and subject to written controls that prevent unauthorized use or disclosure; or (iv) move, store, or permit access to City Data outside the United States without **CITY's** prior written approval.

C. Data Minimization and Retention. **CONTRACTOR** shall collect and use only the minimum City Data reasonably necessary to perform this Contract, and shall retain City Data only for the duration reasonably necessary for the permitted purpose or as otherwise required by law or **CITY's** written instructions. If retention is required by law or PSC-15, such retained City Data shall remain subject to all protections of this Contract.

D. Security Controls. Without limiting the foregoing, **CONTRACTOR** shall, to the extent applicable to the services, implement and maintain: (i) logical access controls based on least privilege and unique user identification; (ii) multi-factor authentication for remote access, privileged access, and access to systems hosting City Data where technically feasible; (iii) encryption of City Data in transit and at rest, to the extent commercially reasonable and appropriate to the sensitivity of the City Data and the architecture of the services, and in all cases for portable media and internet transmissions; (iv) malware protection, endpoint monitoring, and timely security patching and vulnerability management appropriate to risk; (v) logging and monitoring reasonably sufficient to detect, investigate, and respond to unauthorized access or use; (vi) secure configuration, secure development where software or AI-based services are provided, and change management; (vii) secure disposal of media containing City Data; (viii) periodic privacy and security training for personnel with access to City Data; and (ix) segregation of City Data from other data through logical or physical separation appropriate to the services.

E. Subprocessors. **CONTRACTOR** shall not permit any Subprocessor to access or process City Data without **CITY's** prior written approval as required hereunder and a written agreement binding the Subprocessor to obligations no less protective than this Contract, including the restrictions in this PSC-22 and PSC-23. **CONTRACTOR** remains fully responsible for all acts and omissions of its Subprocessors.

F. Security Incidents and Data Breaches. **CONTRACTOR** shall notify **CITY** in writing without unreasonable delay, and in any event no later than twenty-four (24) hours after discovery of any Security Incident or Data Breach. Such notice shall include, to the extent known at the time, the nature of the incident, the categories of City Data affected, the date and time or estimated date and time of the incident, the

systems affected, the measures taken or proposed to address it, and a point of contact. **CONTRACTOR** shall promptly take all reasonable steps to contain, investigate, mitigate, and remediate the incident; preserve relevant evidence; provide **CITY** with regular status updates at least daily until resolution, or more frequently if reasonably requested by **CITY**; and cooperate fully with **CITY**, its representatives, insurers, auditors, and law enforcement. **CONTRACTOR** shall not notify any third party, regulator, or affected individual, or issue any public statement, regarding any Security Incident or Data Breach involving City Data without **CITY's** prior written approval, unless required by law, in which case **CONTRACTOR** shall, to the extent legally permitted, consult with **CITY** in advance and provide **CITY** a copy of the proposed notice. **CONTRACTOR** shall reimburse **CITY** for reasonable documented third-party costs incurred by **CITY** to investigate, respond to, mitigate, notify, and remediate any Security Incident or Data Breach to the extent caused by **CONTRACTOR** or its Subprocessors, including legally required notice, call center support, credit or identity monitoring where reasonably appropriate, forensic services, data restoration, and other reasonable incident response costs.

G. Assessments and Audit Cooperation. Upon **CITY's** reasonable request, not more than once annually except following a Security Incident, Data Breach, or material change in **CONTRACTOR's** security controls, **CONTRACTOR** shall provide **CITY** with then-current summaries of relevant independent security assessments, certifications, or audit reports, such as SOC 2 Type II, ISO 27001, or comparable reports, if available, together with remediation status for material findings relevant to the services. If such reports are unavailable, **CONTRACTOR** shall complete **CITY's** reasonable security questionnaire and provide reasonable supporting documentation sufficient to demonstrate compliance with this PSC-22. **CITY** or its designated representative may, upon reasonable notice and during normal business hours, perform a reasonable review of **CONTRACTOR's** compliance with this PSC-22 and PSC-23, subject to reasonable confidentiality, security, and operational safeguards. Any such review shall be limited to information and systems relevant to the services and City Data and shall not unreasonably interfere with **CONTRACTOR's** business operations or expose data of other customers.

H. Return, Transition, and Deletion. Upon **CITY's** request, expiration, or termination of this Contract, **CONTRACTOR** shall promptly, and in no event later than thirty (30) days unless otherwise directed by **CITY**, return to **CITY** all City Data in a reasonably usable format designated by **CITY** and securely delete all copies of City Data in **CONTRACTOR's** and its Subprocessors' possession or control, except to the extent retention is required by law or by immutable backup media not reasonably accessible in the ordinary course. Any retained City Data shall remain subject to this Contract until deleted. Upon request, **CONTRACTOR** shall certify in writing its completion of the return and deletion obligations. The return of City Data in a reasonably usable format and the deletion certification required by this subsection shall be provided at no additional charge. Additional transition services

requested by **CITY** beyond those ordinary obligations shall be provided at the rates, if any, set forth in this Contract, or otherwise at mutually agreed rates.

I. Legal Requests and Public Records. **CONTRACTOR** shall promptly notify **CITY** of any subpoena, court order, public records request, or other legal demand seeking City Data or Confidential Information, unless prohibited by law. **CONTRACTOR** shall not respond or produce City Data except as required by law and after giving **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall reasonably assist **CITY** in responding to requests for records relating to this Contract.

J. Limited Use of De-Identified Data. **CONTRACTOR** may use De-Identified Data solely for internal security, fraud prevention, service support, capacity planning, and improvement of the services provided to **CITY**, provided that **CONTRACTOR** does not identify **CITY**, any individual, household, device, or **CITY** system, does not sell or share such data, and does not use such data to train or improve any general-purpose or third-party AI System without **CITY's** prior written approval.

K. By entering into this Contract, **CONTRACTOR** certifies that it understands and will comply with the restrictions in this PSC-22 and PSC-23. This PSC-22 shall survive expiration or termination of this Contract.

PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

A. Disclosure and Approval. **CONTRACTOR** shall not use any AI System that processes City Data, generates deliverables for **CITY**, interacts with the public or **CITY** personnel on **CITY's** behalf, or materially informs services or decisions under this Contract, or permit any Subprocessor to do so, without prior written disclosure to **CITY** of the AI System or provider, intended use case, categories of City Data processed, hosting region, retention practices, and material limitations reasonably known to **CONTRACTOR** that may affect accuracy, reliability, security, confidentiality, intellectual property, or bias. No such AI System or material AI feature may be enabled for **CITY** without **CITY's** prior written consent if it materially changes how City Data is processed or materially changes the risk profile of the services.

B. No Model Training or Secondary Use. Except as expressly authorized in a written amendment signed by **CITY**, **CONTRACTOR** shall not, and shall cause its Subprocessors and AI providers not to, use City Data to train, retrain, fine-tune, or otherwise improve any AI System or model, whether general-purpose or customer-specific. Any retention of prompts, inputs, outputs, or feedback for abuse monitoring, safety review, or troubleshooting must be disclosed to **CITY** in advance, limited to the minimum necessary, protected as City Data, and not used for model training or generalized product improvement.

C. Responsibility and Human Oversight. **CONTRACTOR** remains fully responsible for all services performed with or through an AI System. **CONTRACTOR** shall implement reasonable governance and quality controls appropriate to the use case, including documented intended use, change management, testing for material errors and security risks, and human review before any AI-generated output is relied upon for material legal, financial, employment, eligibility, benefits, enforcement, or safety decisions affecting any individual, unless **CITY** expressly authorizes otherwise in writing and applicable law permits such use.

D. Output and Records. Any output, report, recommendation, code, content, or other deliverable generated by an AI System for **CITY** under this Contract shall be treated as Work Product or City Data, as applicable. Upon **CITY's** reasonable request, **CONTRACTOR** shall identify whether a deliverable was materially generated or modified using an AI System. **CONTRACTOR** shall, upon **CITY's** reasonable request, maintain and provide records sufficient to identify the AI System used, the material version or model family, the date of use, and the categories of City Data processed in connection with the services, except to the extent disclosure would reveal **CONTRACTOR's** trade secrets unrelated to **CITY's** use, in which case **CONTRACTOR** shall provide a reasonably informative summary.

E. Changes and Suspension. **CONTRACTOR** shall provide **CITY** with reasonable advance written notice of any material change in an AI System or AI provider used to perform the services that is reasonably likely to affect City Data, security, confidentiality, functionality, or the risk profile of the services. If **CITY** reasonably determines that an AI System presents a material risk to City Data, **CITY** systems, or affected individuals, **CITY** may direct **CONTRACTOR** to suspend the applicable AI-enabled processing until the risk is remediated to **CITY's** reasonable satisfaction.

This PSC-23 shall survive expiration or termination of this Contract.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR's** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY's** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

The insurance must name **CITY** as an additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least thirty (30) days' prior written notice by the respective insurer to **CITY**.

PSC-25. BEST TERMS/MOST FAVORED NATIONS

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the same or better terms, prices, and discounts that are offered by **CONTRACTOR** to any person or entity for similar goods and services provided under this Contract. In the event that **CONTRACTOR** offers any customers pricing lower than that offered to **CITY** during the term of this **CONTRACT**, **CONTRACTOR** must immediately notify **CITY** in writing and provide those same terms to **CITY.**

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR's** profession, doing the same or similar work under the same or similar circumstances.

CONTRACTOR further warrants that: (1) the services and any systems used to provide them will materially conform to the specifications, documentation, and representations made to **CITY** regarding functionality, security, retention, and AI use; (2) **CONTRACTOR** has implemented and will maintain the safeguards required by PSC-22 and PSC-23; (3) to **CONTRACTOR's** knowledge, and except as disclosed to **CITY** in writing, the services will not contain viruses, malware, back doors, time bombs, or other malicious code intentionally inserted by **CONTRACTOR**; and (4) any deliverable materially generated or supported by an AI System will be subject to reasonable human review and quality controls appropriate to its intended use before delivery to **CITY**.

PSC-27. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, including the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include a provision requiring compliance with Sections 10.8.3, and 10.8.4 of the LAAC.

PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE

In addition to complying with all federal, state, and local laws, as part of **CONTRACTOR's** contractual obligations to the **CITY**, **CONTRACTOR** agrees to comply with the following state laws, local ordinances, and directives, as amended from time to time (*subcontractors are not exempt):

*Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq.)

*Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

Slavery Disclosure Ordinance (Los Angeles Administrative Code Section 10.41 et seq.)

*First Source Hiring (Los Angeles Administrative Code Section 10.44 et seq.)

Iran Contracting Act 2010 (California Public Contract Code Sections 2200-2208)

Border Wall Contracting (Los Angeles Administrative Code Section 10.50.1 et seq.)

*Local Business Preference (Los Angeles Administrative Code Section 10.25 et seq.)

*MBE/WBE/SBE/EBE/DVBE/OBE (Executive Directive #14 (Villaraigosa))

*Contractor Responsibility (Los Angeles Administrative Code Section 10.40 et seq.)

City Contractor Evaluations (Los Angeles Administrative Code Section 10.39 et seq.)

*Prevailing Wage (Los Angeles Administrative Code Section 10.7.1)

*Child Support Assignment Orders (Los Angeles Administrative Code Section 10.10)

Restrictions on Campaign Contributions and Fundraising in City Elections (Los Angeles Administrative Code Section 49.7.35)

Compliance with California Public Resources Code Section 5164 (CA Public Resources Code Section 5164)

Time Off For Voting (CA Elections Code Section 14000 and 14001)

Zero Waste (Los Angeles Administrative Code Section 10.53)

Any subcontract entered into by a **CONTRACTOR** for work performed under this Contract must include a provision specifically requiring the subcontractor's compliance with each of the above provisions marked with an (*) asterisk.

PSC-29. ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities, including equal access to facilities, services, and programs without regard to any person's citizenship or immigration status to the maximum extent that federal and state permits.

D. **CONTRACTOR** shall ensure all web and mobile applications, and web and mobile content, developed, provided to, or maintained on behalf of **CITY,** comply with applicable federal and state accessibility laws, including the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq. and its implementing regulations at 28 C.F.R. Part 35, including Section 35.200 et seq. and subsequent amendments, and California Government Code Section 11135, and shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or any successor standard.

CONTRACTOR understands that **CITY** is expressly relying upon these certifications and representations as a material condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program, including subcontractor outreach, as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for

Procurement ("RAMP") at https://www.rampla.org, to perform and document outreach to Small, Emerging, Disabled Veteran, Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of such effort, without prior written approval of **CITY**.

PSC-31. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR's** principals, and **CONTRACTOR's** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve (12) months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve (12) months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten (10) business days if it changes during the twelve (12) month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-32. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as

amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-33. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-34. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

If **CONTRACTOR** stores, processes, transmits, or can access payment card data, financial account information, taxpayer information, or credentials that permit access to accounts or payment instruments, **CONTRACTOR** shall comply with all applicable identity theft, payment card, consumer protection, and data security laws and standards, including laws related to payment devices, credit and debit card fraud, the Fair and Accurate Credit Transactions Act ("FACTA"), and the then-current Payment Card Industry Data Security Standards ("PCI DSS"). **CONTRACTOR** shall use such information solely for the purpose of performing this Contract, shall not store authentication data after authorization except as expressly permitted by applicable standards, and shall implement reasonable measures to prevent skimming, credential compromise, and unauthorized account access. During the performance of any service to install, program, maintain, or update payment devices or payment applications, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA. Upon request, **CONTRACTOR** shall provide **CITY** with current attestation or other evidence of compliance reasonably acceptable to **CITY**. Any payment Security Incident shall be handled in accordance with PSC-22.

PSC-35. POSSESSORY INTEREST TAX

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax at its own expense. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-36. TAXES

CONTRACTOR shall report and pay all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority in connection with this Contract, whether assessed on **CONTRACTOR** or **CITY**, other than any such Taxes required by law to be reported and paid by the **CITY**. **CITY** shall within 120 days of invoice reimburse **CONTRACTOR** for all such Taxes paid by **CONTRACTOR** on **CITY's** behalf, excluding Taxes on or measured by the overall gross receipts, net income, or the like of **CONTRACTOR** or its affiliates.

PSC-37. CONFIDENTIALITY

All City Data, Personal Information, Work Product, security information, system architecture, credentials, records, documents, materials, and other nonpublic information provided by **CITY** to **CONTRACTOR** or accessed, received, created, or developed by **CONTRACTOR** or its Subcontractors in connection with this Contract (collectively, "Confidential Information") are confidential. Confidential Information does not include information that **CONTRACTOR** can demonstrate by contemporaneous written records: (1) was lawfully known to **CONTRACTOR** without restriction before disclosure by **CITY**; (2) was independently developed without use of Confidential Information; or (3) becomes publicly available through no breach of this Contract; provided, however, that City Data, Personal Information, Work Product, and security information shall remain Confidential Information unless expressly released in writing by **CITY** or made public by **CITY**.

CONTRACTOR shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care. **CONTRACTOR** shall not access, use, reproduce, disclose, distribute, transfer, publish, or permit access to Confidential Information except as necessary to perform this Contract, as expressly authorized in writing by **CITY**, or as required by law. **CONTRACTOR** shall restrict access to Confidential Information to personnel and approved Subprocessors with a need to know and who are bound by written obligations of confidentiality and restricted use at least as protective as those contained in this Contract.

CONTRACTOR shall promptly notify **CITY** of any actual or attempted unauthorized access to Confidential Information and of any subpoena, court order, public records request, or other legal process seeking Confidential Information, unless prohibited by law. If disclosure is required by law, **CONTRACTOR** shall disclose only the minimum information legally required and, to the extent legally permitted, provide **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall not issue press releases or other public statements referencing **CITY's** Confidential Information without **CITY's** prior written approval.

Upon **CITY's** request or expiration or termination of this Contract, **CONTRACTOR** shall return or securely destroy Confidential Information in accordance with PSC-22. This provision shall survive expiration or termination of this Contract.

PSC-38. CONTRACTOR DATA REPORTING

If **CONTRACTOR** is a for-profit, privately owned business, **CONTRACTOR** shall, within thirty (30) days of the effective date of the Contract and on an annual basis thereafter (i.e., within thirty (30) days of the annual anniversary of the effective date of the Contract), report the following information to **CITY** via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by **CITY**: **CONTRACTOR's** and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). **CONTRACTOR** shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by **CITY**.

PSC-39. SIGNATURES

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or handwritten signatures scanned into .pdf format (or another electronic format designated by **CITY**) and sent by e-mail shall be deemed original signatures. Each party further agrees, and acknowledges that it is such party's intent, that if such party signs this Contract using an electronic signature, it is signing, and accepting this Contract and that signing this Contract using an electronic signature evidences the equivalent intent of a handwritten or facsimile signature on this Contract.

EXHIBIT 16

PROJECT SERVICES COST ESTIMATE

Exhibit 16 Project Services Cost Estimate

Table 1a. Hyperion Fence Line Monitoring Original Major Equipment, Model Numbers and Serial Numbers.

Parameter / Function	Manufacturer	Model	Serial Numbers		
			North Station	Central Station	South Station
H2S	Teledyne	T101	1011	1013	1012
NH3	Teledyne	T201	758	761	760
NH3 Converter	Teledyne	T501	775	773	774
Calibrator	Teledyne	T700	5317	4286	5357
Zero Air Generator	Teledyne	T701H	976	974	975
Anemometer	RM Young	05103V	189726	189727	189725
Datalogger	Agilaire	8872	1247	1248	1188
Modem	Advantech	SmartStart	N/A	N/A	N/A

Table 1b. Hyperion Fence Line Monitoring Original Major Equipment, Current Replacement Prices.

Parameter/Function	Manufacturer	Model	Estimated Costs*
H2S	Teledyne	T101	$ 25,080.00
NH3	Teledyne	T201	$ 37,560.00
NH3 Converter	Teledyne	T501	
Calibrator	Teledyne	T700	$ 18,120.00
Zero Air Generator	Teledyne	T701H	$ 7,440.00
Anemometer	RM Young	05103V	$ 1,896.00
Datalogger	Agilaire	8872	$ 4,608.00
Modem	Advantech	SmartStart	$ 360.00
Grand Total Per Station			$ 95,064.00

* Quotes obtained by CONTRACTOR, 3/27/25.

Table 2*. Monthly Fee Schedule for Scope Services by CONTRACTOR
Effective First Year of Work Starting with Notice to Proceed

Task Description	Cost, $	Annual Frequency	Annual Cost, $
Operations & Maintenance	11,524.00	12	138,288.00
Data Review & Validation	5,240.00	12	62,880.00
Quarterly Reporting	1,490.00	4	5,960.00
Semi-Annual Audit	17,200.00	2	34,400.00
Total for In-Scope Work			241,528.00
Out-of-Scope Allowance			25,000.00
Total			266.528.00

EXHIBIT 17

HOURLY BILLING RATE

Exhibit 17 Hourly Billing Rate

Table 3. 2025 California Hourly Fee Schedule for Services beyond Scope by CONTRACTOR

Effective First Year of Work Starting with Notice to Proceed

FIELD TESTING PERSONNEL	HOURLY RATE, $
Senior SME, Consultation Support	440
Senior Scientist, Engineer	340
SME, District Manager	240
Senior/Client Project Manager	200
Project Manager	165
Senior Field Technician	120
Field Technician	105
Data Manager	135
Data QA/QC Analyst/Technical Writer	115
Office/Administrative	100
OVERTIME RATE	
Over 8 hours per day or between 40 and 60 hours per week	Standard Rate x 1.5
Over 12 hours per day or over 60 hours per week	Standard Rate x 2
Weekends and Holidays will be billed at overtime rates	
OVERHEAD DIRECT COSTS UNITY RATE, $	
Per Diem	Current GSA plus 15%
Mobile Lab Vehicle Mileage	1.57/mile
Company Truck Vehicle Mileage	0.82/mile
Personal Vehicle Mileage	GSA plus 10%
Other ODC's (i.e., hotels rentals, purchases, analytical costs, supplies	Cost plus 10%