

AGREEMENT NO. C0868

BETWEEN THE ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY  
AND  
TETRA TECH, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a California Joint Powers Authority ("ACTA") acting by and through its Governing Board ("Board"), and TETRA TECH, INC., a Delaware corporation, whose address is 3475 E. Foothill Boulevard, Pasadena, California 91107 ("Consultant").

WHEREAS, ACTA requires professional, scientific, expert and technical as-needed consulting services for environmental site assessments and restoration on property under the management and control of ACTA; and

WHEREAS, Consultant is an organization that provides these services, including, but not limited to those services required by ACTA and, by virtue of training and experience, is well-qualified to provide such services to ACTA; and

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. Incorporation of Recitals.

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant.

2.1 All of the potential services Consultant shall perform for ACTA are set forth in Exhibit "A" hereto and hereinafter shall be referred to as "Scope of Work."

2.2 Consultant's performance of Tasks shall occur as follows:

a. ACTA's Chief Executive Officer ("CEO") shall issue a written Contract Task Order ("CTO") in the form attached hereto as Exhibit "B" that specifies, without limitation: the Task or Subtask to be performed; the specific services required in connection with such Task or Subtask; the deliverables required in the performance of such Task or Subtask; the schedule for the performance of such Task or Subtask; authorized personnel who may perform the Task or Subtask; and authorized compensation for such Task or Subtask.

b. Consultant, to reflect its agreement with all the terms of such Directive, shall sign, date and return such CTO to ACTA.

c. Following ACTA's receipt of the CTO signed by Consultant, ACTA's CEO shall issue a Notice to Proceed in the form attached hereto as Exhibit "C" that has been signed by him and that authorizes Consultant to commence performance of the services contemplated by such CTO.

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that ACTA's CEO lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a Directive, or in the absence of both a Directive and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of ACTA's CEO, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted on the effective date of this Agreement, whom ACTA's CEO may subsequently approve in writing ("Subconsultants"), or as listed on Project Directives. Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to ACTA and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon ACTA's CEO's written request, Consultant shall supply ACTA with all agreements between it and its Subconsultants.

2.5 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between ACTA and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, City, or any other governmental entity. ACTA shall pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for a Project.

2.6 ACTA's CEO shall resolve in his sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a Directive, and the amount of compensation due. Upon written notice from ACTA's CEO, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to his reasonable satisfaction and at Consultant's sole cost and expense. Compliance with the requirements of this Section 2.6 is a condition to payment by ACTA of compensation to Consultant pursuant to this Agreement.

2.7 Consultant's representative responsible for administering this Agreement, Chris Surdzial ("Project Manager"), shall not be changed without ACTA's CEO's written approval. ACTA's CEO may, for any reason in his sole reasonable discretion, require Consultant to substitute a new Project Manager. If ACTA requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to

become familiar with the Project and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

2.8 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.9 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.9 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice ACTA at the lower rate.

2.10 Consultant shall promptly consider and implement, to his reasonable satisfaction, any written comments of ACTA's CEO.

2.11 Consultant shall review information provided by ACTA. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of ACTA's CEO in writing.

2.12 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by ACTA's CEO. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in a project directive shall entitle ACTA to have services completed by others, shall obligate Consultant to pay ACTA ACTA's cost to undertake completion of such services, and shall authorize ACTA to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in a project directive shall result in economic losses to the ACTA, including, but not limited to, the timely bidding and awarding of contracts, completion of the project in connection with which Consultant's services are rendered and the use of such project by ACTA, the users of the Alameda Corridor and the public.

### 3. Services To Be Performed By ACTA.

3.1 ACTA shall provide Consultant with available and/or necessary horizontal and vertical survey data in the form of field notes or electronic format as maintained by ACTA, access to public records, prints of existing aerial photos, existing planimetric maps, environmental documents, and existing soil reports in the vicinity, previous specifications and other information which, in the sole reasonable discretion of ACTA's CEO, shall assist in completing the Scope of Work.

3.2 Consultant shall provide ACTA's CEO with reasonable advance written notice if it requires access to any premises under the control of ACTA. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of ACTA's CEO, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such premises may be occupied or used by

railroad companies, tenants or contractors of ACTA and that access rights granted by ACTA to Consultant shall be consistent with any such occupancy or use.

3.3 ACTA shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term.

4.1 The effective date of this Agreement shall be the date of its execution by ACTA's CEO.

4.2 Commencing on the Agreement's effective date, this Agreement shall be in full force and effect until:

- a. June 30, 2020; or
- b. June 30, 2023 in the event that ACTA's Board exercises its option under Section 4.3 of this Agreement to extend the term an additional three (3) years; or
- c. ACTA's Board, in its sole discretion, terminates this Agreement pursuant to Section 6.

4.3 The ACTA Board has the option to renew the term of the Agreement for one (1) renewal period of three (3) years from July 1, 2020 to June 30, 2023. Exercise of the option to renew shall be by approval of the ACTA Board prior to the expiration of the Agreement on June 30, 2020. Upon approval of the three (3) year renewal period by the ACTA Board, ACTA's CEO shall provide written notice of said approval to Consultant.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, ACTA shall pay Consultant and Consultant shall accept a sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000). The total sum payable under this Agreement shall be determined by Project Directives and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

5.2 Compensation payable under this Agreement for payment for labor, travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibit "D." No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "D" expressly so allows.

5.3 Compensation payable under this Agreement shall be on a (1) Fixed Fee, (2) Time and Materials, (3) Equal Payment or (4) any combination of the three, as may be more particularly specified in a Project Directive.

- a. Fixed Fee. Lump sum compensation for satisfactory performance as may

be specified in a particular Project Directive.

b. Time and Materials Fee. Consultant shall be paid based on the actual time expended in the performance of Tasks using the applicable rates set forth in Exhibit "D." Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit "D" state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged unless authorized in Exhibit "D."

c. Equal Payment Fee. Consultant shall be paid equal amounts over time throughout a particular Project Directive, up to the stated fixed amount.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to ACTA for services performed during the prior month, accompanied by such records and receipts as may be required by Section 5.5. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and one (1) copy of each such invoice for payment in the format that contains the information specified in Exhibit "E," and that includes the following certification:

"I certify under penalty of perjury that the above invoice is true and just, in accordance with the terms of Agreement No. C0868, that payment of this invoice has not been received and that none of the items contained in the invoice have been submitted to any other agency.

\_\_\_\_\_  
(signed)

5.5 Where Consultant employs Subconsultants under this Agreement, Consultant shall submit to ACTA, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit "F") listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form.

5.6 Consultant shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Consultant is not required to submit support for direct costs items of \$25 or less. All invoices are subject to audit.

5.7 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of ACTA business, the same may be reviewed and approved.

For payment and processing, all invoices shall be mailed to the following address:

Accounts Payable Department  
Alameda Corridor Transportation Authority  
3760 Kilroy Airport Way, Suite 200  
Long Beach, California 90806

6. Termination.

6.1 The Board, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon ACTA's CEO giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of ACTA to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

6.2 Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. ACTA's CEO, in his sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly.

6.3 If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to ACTA in an organized, usable form with all items properly labeled to the degree of detail specified by ACTA's CEO. No compensation shall be due Consultant until it complies with the requirements of this paragraph

7. Recordkeeping and Audit Rights.

7.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied. Consultant's books and records shall be readily accessible to and open for inspection and copying at the premises by ACTA, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

7.2 During the term of this Agreement, ACTA may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings

have previously been provided to ACTA. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide ACTA at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by ACTA. ACTA's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to ACTA, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 7.2 shall constitute a material breach of this Agreement and shall entitle ACTA to withhold any payment due under this Agreement until such breach is cured.

8. Consultant Is An Independent Contractor.

Consultant, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of ACTA. Consultant shall not represent itself as an agent or employee of ACTA and shall have no power to bind ACTA in contract or otherwise.

9. Indemnification.

Except for the sole negligence or willful misconduct of ACTA, its Board or any of its Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless ACTA, its Board and any of its Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, arbitration proceedings, administrative proceedings, 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 ACTA, 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 Consultant'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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to ACTA under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States and the State of California.

10. Insurance.

10.1 Insurance procured by Consultant on Behalf of Consultant

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and as a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(a) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent

contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that ACTA's CEO may permit a self-insured retention or self-insurance in those cases where, in his judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by ACTA shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name ACTA, its Board, officers, agents and employees as Primary additional insureds.

(b) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall name ACTA, its Board, officers, agents and employees as Primary additional insureds.

(c) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against ACTA in any circumstance in which it is alleged that actions or omissions of ACTA contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(d) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.



Consultant certifies that it now has professional liability insurance in the amount of Five Million Dollars (\$5,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following completion or termination of the Agreement.

(e) Pollution Liability Insurance or Environmental Impairment Liability

Consultant shall procure and maintain throughout the term of this Agreement, at its cost, Pollution Liability coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's Rating is not available), with Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000) combined single limit for injury or death or property damage arising out of each accident or occurrence covering Consultant's services under this Agreement. Said limits shall provide first dollar coverage except that ACTA's CEO may permit a self-insured retention or self-insurance in those cases where, in his judgment, such retention or self-insurance is justified by the net worth of Consultant. Consultant's pollution liability shall include coverage for losses caused by pollution conditions that arise from the operation of Consultant described under the scope of services of this Agreement and include: (a) on-site and off-site coverage for bodily injury, sickness, disease, mental anguish or shock sustained by a person, including death; (b) on-site and off-site property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) on-site and off-site defense including costs, charges and expenses incurred in the investigation adjustment or defense of claims for such compensatory damages.

Non-owned disposal site coverage shall also be provided if Consultant is handling, storing or generating hazardous materials or any material/substance otherwise regulated under governmental laws/regulations.

The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by ACTA shall be excess of Consultant's insurance and shall not contribute with it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and severability of interest clause, have no exclusions for Contractual Liability, have no restrictions for Sole Liability of Consultant, and shall not contain any other exclusions contrary to this Agreement.

Each policy shall name ACTA, its Board, officers, agents and employees as Primary and Non-Contributory additional insureds.

## 10.2 Insurance Procured by Consultant on Behalf of ACTA

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and where Consultant is required to name ACTA, its Board, officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause ACTA to be named as an

additional insured on all policies it procures in connection with this Section 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the Alameda Corridor Transportation Authority, its Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. C0868, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to ACTA's Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by ACTA is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the ACTA's Risk Manager with copies to ACTA's Co-General Counsel."

### 10.3 Required Features of Coverages

Insurance procured by Consultant in connection with this Section 10 shall include the following features:

#### (a) Acceptable Evidence and Approval of Insurance

Consultant's insurance broker or agent shall submit to ACTA the appropriate proof of insurance on Consultant's behalf.

Upon request by ACTA, Consultant shall furnish full copies of certified policies of any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

#### (b) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service

acceptable to ACTA.

(c) Notice of Cancellation

Each insurance policy described above shall provide that it shall not be canceled or reduced in coverage until after ACTA has been given a 10-days notice of cancellation for nonpayment of premium and a 30-days notice of cancellation for any other reason by written notice via registered mail to ACTA.

(d) Modification of Coverage

ACTA's CEO, at his sole reasonable discretion, based upon recommendation of independent insurance consultants to ACTA, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(e) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the ACTA a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, ACTA's CEO may, at his own option but without any obligation, obtain such insurance to protect ACTA's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

10.4 Accident Reports

Consultant shall report in writing to ACTA's CEO within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon any Alameda Corridor property if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. Personal Services Agreement.

Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on ACTA to such Subconsultant(s) or give the Subconsultant(s) any rights against ACTA.

12. Confidentiality.

Consultant shall not disclose any proprietary or confidential information of ACTA to any third party or parties during or after the term of this Agreement without the prior written consent of ACTA. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

13. Affirmative Action.

Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded shall contain a like nondiscrimination provision.

14. Small/Very Small Business Enterprise Program.

It is the policy of ACTA to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all ACTA contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist ACTA in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit "F"

15. Conflict of Interest.

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of ACTA. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of ACTA relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, ACTA may immediately terminate this Agreement by giving written notice thereof.

16. Compliance with Applicable Laws.

Consultant's activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, and local laws, ordinances, rules, regulations, and orders.

17. Trademarks, Copyrights and Patents.

Consultant shall promptly and fully inform ACTA's CEO in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify ACTA and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by ACTA of any materials supplied by Consultant in the performance of this Agreement.

18. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by ACTA as soon as they are developed, whether in draft or final form. ACTA has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that ACTA at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for ACTA the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by ACTA, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the ACTA, its board, officers, agents or employees, is not given in confidence. Accordingly, ACTA or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

19. Royalty-Free License.

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, ACTA shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by ACTA. Upon ACTA's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to ACTA. It is expressly understood and agreed that, as between ACTA and Consultant, the referenced license shall arise for ACTA's benefit immediately upon the production of the work product, and is not

dependent on the written license specified above. ACTA may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by ACTA.

20. ACTA's Disclosure Obligations.

Consultant acknowledges that ACTA is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) ("Disclosure Laws").

21. Notices.

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, registered or certified mail, return receipt requested, and postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to ACTA shall be addressed to its Chief Executive Officer, Alameda Corridor Transportation Authority, 3760 Kilroy Airport Way, Suite 200, Long Beach, California 90806, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. Construction of Agreement.

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

23. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

24. Modification in Writing.

This Agreement shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement. Any such modifications are subject to all applicable approval processes required by, without limitation, ACTA's Joint Powers Authority Agreement.

25. Waiver.

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

26. Governing Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

27. Severability.

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

28. Integrated Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

29. Exhibits; Sections.

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to sections are to sections of this Agreement unless stated otherwise.

30. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John T. Doherty, P.E.  
Chief Executive Officer

Attest: \_\_\_\_\_  
Secretary

TETRA TECH, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_, 2017  
Michael N. Feuer, Los Angeles City Attorney

By \_\_\_\_\_  
Heather M. McCloskey, ACTA Co-General Counsel

## **Exhibit A**

### **Scope of Work**

During the term of the Agreement, the Consultant may be requested to perform one or more of the following services on an as-needed basis.

#### **A. Phase I Environmental Site Assessments for Property Acquisitions/Divestitures**

As part of the ACTA's ongoing property transfer program, Phase I Environmental Site Assessments, following ASTM E1527 - 13 Standard Practice for Environmental Site Assessments, are required. These assessments must be performed by Environmental Professionals, as defined in ASTM E1527, to determine existing environmental conditions as a baseline as part of the property transfer. ACTA may also conduct Phase I Site Assessments on parcels slated for development. Phase I may include surveys for lead-based paint and/or asbestos containing material. Based on the findings of these site assessments, further characterization work may be required.

#### **B. Phase II- Remedial Investigations/Site Characterizations**

ACTA may require remedial investigations/site characterizations as part of the following:

- Properties identified in Phase I Site Assessments as having potential contamination.
- ACTA-owned properties involved in property transfers.
- Properties involved in construction projects or site improvements associated with development.

Based on historical land uses within the area, typical contaminants which may be present in soil and/or groundwater are petroleum hydrocarbons, volatile organic compounds including halogenated volatile organics, and heavy metals (primarily lead, copper, arsenic, and cadmium). The groundwater depth varies from approximately 5 to 25 feet below surface. The direction and gradient of groundwater movement at the investigation sites is variable. The groundwater quality is primarily brackish and considered non-potable. The underlying sediments contain formations from the Quaternary-Recent (Alluvium Formation) which consists of river sands and gravels that occur from the surface to a depth of approximately 200 feet.

Consultant may be requested to perform remedial investigations/site characterizations which adequately define and characterize the nature and extent of soil and/or groundwater contamination that may exist at the project site. Investigations and characterizations must meet requirements of both ACTA and the applicable regulatory oversight agencies. The Consultant will coordinate and handle the disposal of all investigation derived waste materials.

Site investigations shall be performed using a variety of investigatory techniques including geophysical, soil gas, hand auger, direct push and CPT, soil borings (with concurrent soil logging using USCS protocol), and monitoring well installation and sampling. Field investigations must be designed and directed by either a California licensed Professional Geologist, Professional Engineering Geologist, Certified Hydrogeologist, or Professional Engineer (PG, C.H.G, C.E.G. or PE) with demonstrable experience conducting and overseeing such work.

Soil, groundwater, and soil vapor samples may be collected during the site characterization activities. These samples shall be submitted under chain of custody protocol to a laboratory accredited by the State of California, Department of Health Services to perform analyses per the Environmental Laboratory Accreditation Program (ELAP). Laboratory results must be provided in 5 to 7 business days as the normal turn-around time. Please indicate laboratory surcharges for expedited turn-around time (48 hour, and 24 hour).

**C. Site Monitoring and Sampling**

The Consultant may be requested to perform services such as but not limited to well maintenance, additional well installation, quarterly sample collections, and reporting. Sampling activities shall be conducted by personnel working under the direct supervision of a California Licensed Professional Engineer (Civil) or Professional Geologist. All samples collected that require analysis will be analyzed by a California certified environmental laboratory with a standard turnaround time of no more than 5 to 7 business days. The Consultant shall follow protocols set by industry and lead agency standards for collection and analysis of samples. In addition, the Consultant must demonstrate knowledge and past experience in collecting soil, soil-gas, sediments, water, and groundwater samples.

**D. Remedial Feasibility Studies and Action Plans**

The Consultant may be requested to develop remedial feasibility studies and action plans to analyze and evaluate the effectiveness and feasibility

of clean-up options for particular sites. This may involve, but not be limited to, the following:

- Fate and Transport Studies;
- Pilot Test Workplans and Treatability Studies;
- Evaluation of remedial action alternatives;
- Recommended remedial action with justification;
- Risk Assessments (health-based and ecological);
- Evaluation of public health and environmental concerns; and
- Setting clean-up levels.

Fate and transport studies may include contaminant modeling from soil to groundwater to potential sensitive receptors and from soil to atmosphere to potential sensitive receptors. The Consultant shall seek an agreement with the lead agency on the approved modeling approach and software when needed. Using the Conceptual Site Model (CSM), the Consultant shall evaluate whether potential risk to human health and/or the environment exists (i.e. whether there is a complete pathway). Objectives of a human health risk assessment include:

- Evaluation of baseline risks to human health and the environment as compared to potential incremental human health risks from the presence of chemicals of concern.
- Estimation of mass concentrations of chemicals that can remain on site and not pose a statistical threat to protection of human health and the environment.
- Evaluation of existing/potential future risks to on- and off-site human receptors.
- Evaluation and comparison of the potential reduction in risk to human health and the environment from identified remedial alternatives.

If the CSM suggests a complete exposure pathway to ecological receptors, an ecological assessment may be conducted. The ecological assessment can be either a qualitative and/or quantitative appraisal of the actual or potential effects on the environment.

The remedial feasibility studies and action plans should discuss remedial alternatives for the restoration of a site as well as any associated environmental impacts. The plans must adhere to federal and state protocols and shall include the following elements: executive summary; preliminary remedial technology; development of alternatives; evaluation of alternatives; risk assessment; and a remedial/restoration schedule. The plans may also need to consider the full range of clean-up alternatives available from no action to complete removal of contaminated material to achieve background or non-detectable levels. This detailed evaluation

should address technical, environmental, public health, institutional, and cost analyses. Remediation alternatives that may be considered include, but are not limited to:

- In-situ Technologies
  - Bioremediation
  - Capping/Containment
  - Chemical Dehalogenation
  - Dual Phase Extraction
  - In Situ Flushing/Chemical Oxidation
  - In Situ Thermal Treatment Methods
  - Monitored Natural Attenuation
  - Permeable Reactive Barriers
  - Phytoremediation
  - Thermal Desorption/Destruction
  - Soil Vapor Extraction and Air Sparging
- Ex-situ Technologies
  - Activated Carbon Treatment
  - Air Stripping
  - Advanced Chemical Oxidation Processes
  - Ion Exchange
  - Incineration
  - Pump and Treat
  - Soil Excavation
  - Soil Washing

The remedial feasibility studies and action plans will be submitted to ACTA for review and comment. In most cases, the Consultant that develops the remediation plan will be precluded from undertaking the actual remediation work, but may have a role in the remediation management and oversight.

#### **E. Remedial Actions and Remediation Systems Operation & Maintenance**

The Consultant may be requested to conduct removal actions or implement remedial action plans. This may involve excavations, transport and treatment/disposal of contaminated media and/or in-situ treatment of contaminated soil and groundwater.

The Consultant must have experience in installation and operations of in-situ soil, groundwater and/or free product remediation systems, and assessment of operation and maintenance (O&M) programs in order to optimize system performance. Experience with implementation of project

data management information systems (PDMIS) as applied to remediation systems is desired.

**F. Site Closure Reports**

A site closure report may need to be developed for submittal to the regulatory agencies. The report should include, but not be limited to, a discussion of the post-closure maintenance and monitoring required to ensure the permanent integrity of the closed site, and a discussion that delineates the specific measures for closing a site in a manner that protects human health and the environment. These reports shall be prepared under the supervision of and signed and stamped by a California licensed PG, C.HG, C.E.G. or PE, or Risk Assessment professional.

**G. Regulatory Agency Coordination and Regulatory Expertise**

The Consultant may be requested to identify, meet, and coordinate with local, state, and federal regulatory agencies to procure applicable permits and/or to facilitate the review and approval of remedial investigations/site characterizations, remedial feasibility studies and action plans, risk assessments, site closure reports, waste classifications, and environmental compliance assessments. The Consultant may be requested to provide guidance and expertise regarding applicable environmental rules and regulations pertaining to environmental conditions and issues for a project site, project activity or ACTA operations. The consultant will demonstrate recent and relevant working experience with US Environmental Protection Agency (USEPA), California Regional Water Quality Control Board, Los Angeles Region (LA-RWQCB), California Department of Toxic Substances Control (DTSC), local California Unified Program Agency (CUPA), and South Coast Air Quality Management District (SCAQMD).

**H. Technical Expertise and Design Services**

The Consultant may be requested to provide technical expertise and design services to address or assess potential environmental technologies, alternatives, or impacts involving a broad spectrum of environmental media, involving air quality, water quality, land use, energy, and natural resources.

Tasks may also include design of remediation systems. The design process will include, but is not limited to:

- Pilot System design and testing;
- Development of design drawings approved by a qualified California Professional Engineer;

- Cost estimation, procurement, and scheduling including applicable permits;
- System Construction and Operation; and
- System Optimization Analysis.

The consultant's technical expertise may be requested to assist in development or enhancement of environmental management systems (EMS), recycling or sustainability programs, and to prepare guidance documents for ACTA. The Consultant may also be asked by the ACTA to provide defensible estimates of potential site restoration/remediation costs and remediation schedules.

#### **I. Review of Environmental Documents**

The Consultant may be requested to review and summarize the findings of reports submitted to ACTA, or obtain and review reports in regulatory agency files, involving remedial investigations/site characterizations, feasibility studies, remedial action plans, risk assessments, site closure reports, environmental compliance assessments, contract bid specifications, and other documents.

#### **J. Litigation Support Services**

The Consultant may be requested to provide technical support to attorneys in assessing environmental liability (Environmental Site Assessments, Regulatory Compliance Audits, Health and Safety Audits), supporting challenging regulatory agency negotiations, and supporting litigation. These tasks may involve: assessing environmental damages; designing cost allocations for multi-party concerns; preparing technical positions and expert reports; participating in mediations; providing deposition and/or trial testimony as a testifying and/or non-testifying expert witness; and in critiquing an opposing side's position for National Contingency Plan (NCP) compliance, relative to standard of practice and scientific merit. Experience working with attorneys representing land owners in transactional issues, providing support during deposition, and expert testimony during deposition and trial phases is desired.

**Exhibit "B"**  
**Contract Task Order**

(Date)  
(Consultant)  
(Consultant address)  
(City, State, Zip)

Attention: (Project Manager)

Subject: Contract Task Order No. \_\_\_\_

Project Name

Pursuant to Section 2.2(a) of Agreement No. C0868, after receipt of a written Notice to Proceed signed by ACTA's CEO, Consultant shall proceed with the following:

<u>Task Services</u>	<u>Authorized Amount</u>
----------------------	--------------------------

Consultant shall provide all required task, services, and deliverables in accordance with Exhibit "A" to Agreement No. C0868.

Consultant shall complete the work within \_\_\_\_ calendar days from ACTA's transmittal of its written Notice to Proceed.

Consultant shall undertake the following MBE/WBE/SBE/VSBE/DVBE/OBE utilization in connection with its performance of this Contract Task Order No. \_\_\_\_:

Consultant acknowledges that the terms and conditions of Agreement No. C0868 govern this Contract Task Order and that its signature below reflects its agreement with the terms and conditions of this Contract Task Order No. \_\_\_\_.

If you have any questions, please contact \_\_\_\_\_ at (562) 247-\_\_\_\_\_.

ACCEPTED:

(Consultant Name)  
Consultant  
Date:

John T. Doherty  
ACTA Chief Executive Officer  
Date:



**Exhibit "C"**  
**Form of Notice to Proceed**

(Date)  
(Consultant)  
(Consultant address)  
(City, State, Zip)

Attention: (Project Manager)

Subject: Agreement No. C0868  
Notice to Proceed – Contract Task Order No. \_\_\_\_  
Project Name

This is to notify and direct you to commence performance of the subject Contract Task Order No. \_\_\_\_\_. Enclosed is your set of the executed Contract Task Order documents.

If you have any questions, please contact \_\_\_\_\_ at (562) 247-\_\_\_\_\_.

Very truly yours,

John T. Doherty  
ACTA Chief Executive Officer

Enclosure: Contract Task No. \_\_\_\_

## **Exhibit D**

**TETRA TECH PROPOSED COST SCHEDULE**

The following table provides hourly labor rates for all proposed Tetra Tech personnel.

Professional Levels/Labor Category	August 1, 2017 through December 31, 2017	January 1, 2018 through December 31, 2018	January 1, 2019 through December 1, 2019	January 1, 2020 through July 31, 2020	Units
Senior Vice President	\$245.00	\$252.00	\$260.00	\$268.00	/hour
Vice President	\$220.00	\$227.00	\$234.00	\$241.00	/hour
Chief Engineer	\$200.00	\$206.00	\$212.00	\$218.00	/hour
Director/Program Manager	\$185.00	\$191.00	\$197.00	\$203.00	/hour
Associate Director/Project Manager	\$170.00	\$175.00	\$180.00	\$185.00	/hour
Principal Engineer/Scientist III	\$160.00	\$165.00	\$170.00	\$175.00	/hour
Principal Engineer/Scientist II	\$150.00	\$155.00	\$160.00	\$165.00	/hour
Principal Engineer/Scientist I	\$145.00	\$149.00	\$153.00	\$158.00	/hour
Senior Engineer/Scientist III	\$140.00	\$144.00	\$148.00	\$152.00	/hour
Senior Engineer/Scientist II	\$130.00	\$134.00	\$138.00	\$142.00	/hour
Senior Engineer/Scientist I	\$120.00	\$124.00	\$128.00	\$132.00	/hour
Project Engineer/Scientist III	\$115.00	\$118.00	\$122.00	\$126.00	/hour
Project Engineer/Scientist II	\$110.00	\$113.00	\$116.00	\$119.00	/hour
Project Engineer/Scientist I	\$100.00	\$103.00	\$106.00	\$109.00	/hour
Staff Engineer/Scientist III	\$95.00	\$98.00	\$101.00	\$104.00	/hour
Staff Engineer/Scientist II	\$85.00	\$88.00	\$91.00	\$94.00	/hour
Staff Engineer/Scientist I	\$80.00	\$82.00	\$84.00	\$87.00	/hour
Associate Engineer/Scientist	\$75.00	\$77.00	\$79.00	\$81.00	/hour
Environmental Technician III	\$80.00	\$82.00	\$84.00	\$87.00	/hour
Environmental Technician II	\$75.00	\$77.00	\$79.00	\$81.00	/hour
Environmental Technician I	\$65.00	\$67.00	\$69.00	\$71.00	/hour
GIS Graphic Specialist III	\$110.00	\$113.00	\$116.00	\$119.00	/hour
GIS Graphic Specialist II	\$95.00	\$98.00	\$101.00	\$104.00	/hour
GIS Graphic Specialist I	\$85.00	\$88.00	\$91.00	\$94.00	/hour
CADD Operator III	\$88.00	\$91.00	\$94.00	\$97.00	/hour
CADD Operator II	\$78.00	\$80.00	\$82.00	\$84.00	/hour
CADD Operator I	\$70.00	\$72.00	\$74.00	\$76.00	/hour
Contract Manager	\$125.00	\$129.00	\$133.00	\$137.00	/hour
Contract Administrator II	\$85.00	\$88.00	\$91.00	\$94.00	/hour
Contract Administrator I	\$65.00	\$67.00	\$69.00	\$71.00	/hour
Clerk/Administrative Assistant	\$55.00	\$57.00	\$59.00	\$61.00	/hour
<b>OTHER DIRECT CHARGES (ODCs)</b>					
GIS/AutoCAD Computer Usage	\$20.00	\$20.00	\$20.00	\$20.00	/hour
Reproduction- letter size	\$0.10	\$0.12	\$0.14	\$0.16	/page
Reproduction- Oversized	\$0.50	\$0.55	\$0.60	\$0.65	/page

**Notes:**

- (1) These billing rates will apply from August 1, 2017 through July 31, 2020. A 3% escalation has been applied to rates each calendar year as provided in the table. Professional level assignments will change when appropriate to reflect staff promotions.
- (2) Labor rates apply to normal working hours; a 1.5 multiplier will apply to non-exempt personnel including field technicians and CADD/GIS staff for overtime, night/weekends.

**TETRA TECH PROPOSED EQUIPMENT RATES**

Tetra Tech Owned Equipment	Daily Cost	Weekly Cost
Travel		
Tetra Tech Pasadena Owned Vehicles	\$75.00	\$320.00
Tetra Tech San Bernardino Owned Vehicles	\$100.00	\$450.00
Mileage Rate (personal vehicles)*	IRS rate	
Electronic Equipment		
Digital Camera	\$1.50	\$4.50
Video Camera	\$3.00	\$13.00
Field Tablet	\$10.00	\$30.00
Handheld GPS Unit	\$15.00	\$65.00
Terrestrial Field Equipment		
MiniRAE 2000 Organic Vapor Analyzer (OVA)	\$20.00	\$90.00
MiniRAE 3000 OVA	\$30.00	\$115.00
Hydrogen Sulfide (H2S) Personal Monitor	\$15.00	\$65.00
MultiRAE LEL/H2S/CO/O2/OVA	\$30.00	\$115.00
Water Level Meter	\$20.00	\$95.00
Interface Oil Probe	\$25.00	\$65.00
Turbidity Meter (LaMotte 2020 or similar)	\$15.00	\$45.00
Kemmerer Water Sampler	\$100.00	\$300.00
Peristaltic pump	\$47.00	\$141.00
Groundwater bladder pump including controller	\$80.00	\$335.00
Generator (fuel is additional)	\$25.00	\$115.00
Trash Pump	\$20.00	\$60.00
Permits, Rental Equipment, and Field Supplies		
At cost plus G&A cost of 13.5%	Varies	Varies

**Notes:**

\* Mileage will be charged at the Federal IRS business mileage rate, which is subject to change.

Weekly = 5 consecutive business days

All ODCs such as permit fees, rental field equipment, field supplies, FedEx shipping will be billed at cost which will include Tetra Tech's general and administrative (G&A) cost of 13.5%. Tetra Tech owned equipment, computer usage, and reproduction will be billed at costs shown above.

We have negotiated with our subcontractors and subconsultants to provide competitive rates specifically for this contract with the Alameda Corridor Transportation Authority for three years, from August 1, 2017 through July 31, 2020. Subcontractors will be billed at cost plus 10% fee.

## EXHIBIT E

## Company Letterhead

Agreement No.:  
TIN:

Invoice Number:  
Date:  
ACTA PM:

Task number, Project Title  
Billing Period: Month/Day/Year to Month/Day/Year

Authorized PD Budget	Current Invoice	Invoiced To-Date	PD Balance
\$0.00	\$0.00	\$0.00	\$0.00

PERSONNEL:	Rate/Hour	Current Hours	Cumulative Hours	Current Total
Name & Title	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
Total Labor Cost:				\$0.00

SUBCONSULTANT:	Activity	Current Total
Name of Subconsultant	Work Performed	\$0.00
"		\$0.00
"		\$0.00
"		\$0.00
Total Subconsultant Cost:		\$0.00

		Current Total
<b>REIMBURSABLE EXPENSES:</b>		
Mileage, Parking, Car Rentals, Reproduction/Copies, etc.		\$0.00
"		\$0.00
"		\$0.00
"		\$0.00
"		\$0.00
<b>Total Other Direct Cost:</b>		<b>\$0.00</b>

REMIT PAYMENT TO:  
Company Name  
Address  
City, ST Zip

TOTAL AMOUNT NOW DUE: \$0.00

Progress Report: Describe the work undertaken during this billing period. Identify accomplishments and challenges encountered. Provide other info as appropriate.

I certify under penalty of perjury that the above bill is just and correct according to the terms of Agmt # \_\_\_\_\_ and that payment has not been received.

\_\_\_\_\_  
Consultant Representative Name

Date: \_\_\_\_\_

APPROVED AS TO SCOPE AND  
AMOUNT OF WORK PERFORMED

\_\_\_\_\_  
ACTA PROJECT MANAGER

# Exhibit F

## **Exhibit F**

### **Small Business Enterprise (SBE) Participation Requirements**

The following SBE requirements shall apply to the Agreement:

1. During the term of the Agreement, the Consultant shall be required to satisfy the SBE participation percentages using the SBE firms listed on its Commitment Plan Form (CPF), unless otherwise modified by written amendment to the Agreement.
2. Any SBE substitutions or changes in the participation percentages require a written amendment to the Agreement.
3. Unless otherwise approved by ACTA, the SBE participation percentages shall apply to each approved task order.
4. The Consultant shall submit for review an SBE Monthly Report showing the recent and cumulative dollar value of payments to small businesses.
5. If a firm's SBE status changes during the term of the Agreement, the Consultant shall notify ACTA for a determination as to whether a substitution or an addition shall be required.
6. Nothing herein shall be construed to supersede or limit the requirements for Consultant substitutions provided in Section 4100 et seq. of the California Public Contract Code.
7. ACTA may conduct site visits and interview SBE firms to verify compliance with the Agreement's SBE participation requirements. The Consultant shall ensure cooperation with such monitoring.
8. The Consultant may be considered in material breach of the Agreement for one or more of the following:
  - Failure to submit SBE Monthly Reports;
  - Failure to correct discrepancies found by ACTA in the SBE Monthly Reports;
  - Falsifying or misrepresenting any SBE information provided to ACTA, including information provided to or on the online SBE databases;
  - Substituting SBE firms without prior written ACTA approval; and/or
  - Failure to meet SBE participation percentages as required by the Agreement.

9. In addition to any other remedy ACTA may have under the Agreement or by law or in equity, ACTA, in its sole discretion, may impose any or all of the following provisions against the Consultant if determined by ACTA to be in breach of the Agreement:

- Assess the cost of ACTA's audit of the books and records of the Consultant and the SBE firms claiming certification, where such audit is necessary because the Consultant has failed to timely submit a required SBE Monthly Report;
- Withhold payment up to 5 percent of each monthly invoice until the Consultant is deemed in compliance with the SBE requirements.



# Environmental Site Assessment Restoration Services RFP

## FORM 2 – SBE Commitment Plan Form

This information shall be submitted with Proposal. The Proposer should name SBE subcontractors that would be used for each of the ten potential areas of work as described in Section 2.1 Scope of Work and their approximate participation percentage for each area. Because this is a Task Order based contract, the actual aggregate SBE participation level may vary based on the nature and number of Task Orders Issued for the ten areas described in Section 2.1 Scope of Work, each of which may have had a different proposed participation level on this form.

PROPOSER'S NAME: **Tetra Tech, Inc.**

Area of Work (A-J) *	Description of Services To Be Subcontracted or Materials To Be Provided	Name of SBE** (provide Certification Number, Certifying Agency and SBE Contact Information)	Other certifications of SBE firm: e.g. MBE, WBE, DVBE, LSBE, VSBE, etc.	Estimated SBE % for Each Firm in Each Area & Total for Each Area
A	ACM & LBP Surveys	H2 Environmental Consulting Services, Inc. 13122 6th Street, Chino, CA 91710 Certification #66117; City of Los Angeles	OBE	25%
	ACM and Mold Testing	ASSET Laboratories 3151 W. Post Road, Las Vegas, NV 89118 Certification #47116; City of Los Angeles	DBE, MBE, WBE, VSBE	10%
A Total				35%
B	Drilling	ABC Liovin Drilling, Inc. 1180 E. Burnett Street, Signal Hill, CA 90755 Certification #13239, City of Los Angeles	LBE, OBE, VSBE	2%
	Drilling	BC2 Environmental 1150 W. Trenton Avenue, Orange, CA 92867 Certification #617; City of Los Angeles	LBE, OBE	10%
	Waste Disposal	Belshire Environmental Services, Inc. 25971 Towne Centre Drive, Foothill Ranch, CA 92610 Certification #11740, City of Los Angeles	LBE, OBE, MBE, WBE	10%
	Drilling	CoreProbe International, Inc. 5075 Walnut Grove Ave., San Gabriel, CA 91776 Certification #14223; City of Los Angeles	DBE, MBE, EBE, SLB, VSBE, LBE	10%
	Environmental Analytical Laboratory	EMAX Laboratories, Inc. 1835 W. 205th Street, Torrance, CA 90501 Certification #344; City of Los Angeles	LBE, OBE	10%
	Geotechnical Analyses	EGLab, Inc. 11819 Goldring Road, Unit D, Arcadia, CA 91006 Certification # 241930; City of Los Angeles	VSBE, OBE	1%
	Environmental Analytical Laboratory	Sunstar Laboratories, Inc. 25712 Commercentre Drive, Lake Forest, CA 92630 Certification #31511; City of Los Angeles	OBE	5%
	Drilling and Soil Gas Mobile Laboratory	H&P Mobile Geochemistry, Inc. 2470 Impala Drive, Carlsbad, CA 92010 Certification #43368; City of Los Angeles	DBE, WBE	15%
	Drilling	Strongarm Environmental Field Services 13562 Pumlce St., Norwalk, CA 90650 Certification #20494, City of Los Angeles	LBE, OBE	5%
	Utility Survey	SubSurface Surveys & Associates, Inc. 2075 Corte Del Nogal, Ste. W., Carlsbad, CA 92011 Certification #39637 ; City of Los Angeles	VSBE, OBE	1%
	Utility Survey	Terra Physics 28841 Baseline Street, Highland, CA 92346 Certification #12458, City of Los Angeles	VSBE, LBE, OBE	1%
B Total				70%

## Environmental Site Assessment Restoration Services RFP

Area of Work (A-J) *	Description of Services To Be Subcontracted or Materials To Be Provided	Name of SBE** (provide Certification Number, Certifying Agency and SBE Contact Information)	Other certifications of SBE firm: e.g. MBE, WBE, DVBE, LSBE, VSBE, etc.	Estimated SBE % for Each Firm in Each Area & Total for Each Area
C	Environmental Analytical Laboratory	Sunstar Laboratories, Inc. 25712 Commercentre Drive, Lake Forest, CA 92630 Certification #31511; City of Los Angeles	OBE	5%
	Environmental Analytical Laboratory	EMAX Laboratories, Inc. 1835 W. 205th Street, Torrance, CA 90501 Certification #344; City of Los Angeles	LBE, OBE	20%
	Soil Gas Mobile Laboratory	H&P Mobile Geochemistry, Inc. 2470 Impala Drive, Carlsbad, CA 92010 Certification #43368; City of Los Angeles	DBE, WBE	10%
C Total				35%
D	Remedial Design	Remsci, Inc. 3822 Campus Drive, Ste. 219, Newport Beach, CA 92660 Certification #65718; City of Los Angeles	DBE, LBE, OBE	20%
D Total				20%
E	Waste Transport Disposal	Belshire Environmental Services, Inc. 25971 Towne Centre Drive, Foothill Ranch, CA 92610 Certification #11740, City of Los Angeles	LBE, OBE, MBE, WBE	10%
	ACM & LBP Abatement	H2 Environmental Consulting Services, Inc. 13122 6th Street, Chino, CA 91710 Certification #66117; City of Los Angeles	OBE	25%
E Total				35%
F	ACM & LBP Abatement Report	H2 Environmental Consulting Services, Inc. 13122 6th Street, Chino, CA 91710 Certification #66117; City of Los Angeles	OBE	25%
	Remedial Closure	Remsci, Inc. 3822 Campus Drive, Ste. 219, Newport Beach, CA 92660 Certification #65718; City of Los Angeles	DBE, LBE, OBE	25%
F Total				50%
G	SCAQMD Expertise	H2 Environmental Consulting Services, Inc. 13122 6th Street, Chino, CA 91710 Certification #66117; City of Los Angeles	OBE	15%
	Regulatory Expertise	Remsci, Inc. 3822 Campus Drive, Ste. 219, Newport Beach, CA 92660 Certification #65718; City of Los Angeles	DBE, LBE, OBE	15%
G Total				30%
H	Remedial Design	Remsci, Inc. 3822 Campus Drive, Ste. 219, Newport Beach, CA 92660 Certification #65718; City of Los Angeles	DBE, LBE, OBE	20%
H Total				20%
I	Environmental Review Document	Remsci, Inc. 3822 Campus Drive, Ste. 219, Newport Beach, CA 92660 Certification #65718; City of Los Angeles	DBE, LBE, OBE	10%
I Total				10%

# Environmental Site Assessment Restoration Services RFP


Area of Work (A-J) *	Description of Services To Be Subcontracted or Materials To Be Provided	Name of SBE** (provide Certification Number, Certifying Agency and SBE Contact Information)	Other certifications of SBE firm: e.g. MBE, WBE, DVBE, LSBE, VSBE, etc.	Estimated SBE % for Each Firm in Each Area & Total for Each Area
J	ACM/LBP Litigation Support	H2 Environmental Consulting Services, Inc. 13122 6th Street, Chino, CA 91710 Certification #66117; City of Los Angeles	OBE	25%
	Environmental Litigation Support	Remsci, Inc. 3822 Campus Drive, Ste. 219, Newport Beach, CA 92660 Certification #65718; City of Los Angeles	DBE, LBE, OBE	25%
J Total				50%
Average %: (A+B+C+D+E+F+G+H+I+J) / 10 - note: must equal or exceed 15%				36%

\* If 100% of item is not to be performed or furnished by SBE, describe exact portion, including planned location of work to be performed, of item to be performed or furnished by SBE. The description of the work must be sufficiently complete to establish whether the work is to be performed by a Subcontractor, Supplier, Vendor or Manufacturer.

\*\* SBEs must be certified by State or other local agency such as City of Los Angeles, Los Angeles County Metropolitan Transportation Authority, Port of Long Beach or Port of Los Angeles.

\*\*\* Credit for a SBE supplier, who is not a manufacturer is limited to 60% of the amount paid to the supplier.

**IMPORTANT: Names of SBE subcontractors and their respective item(s) of work listed above should be consistent with the name and items of work in the "List of Subcontractors" submitted with your proposal.**

 June 7, 2017 (626) 470-2407  
Signature of Proposer Date (Area Code) Phone No.

Barbara Petersen, Director of Contracts  
Person to Contact (Type or Print)

# MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DBE participation levels achieved for the month of \_\_\_\_\_ covered by the referenced contract number.

Contract No.	Division	Contractor Administrator
Contractor	*Group	Contract Title/Project
Contract Amount	Start Date	End Date
Total Amount Invoiced to Date _____		
SBE Mandated Participation Percentage	SBE	VSBE
Proposed Subcontractor Percentage	MBE	WBE OBE DVBE

PROPOSED					ACTUALS		
	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DVBE	Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date Percentage	Contract Amount Percentage
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

**Directions:**  
 Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount  
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date  
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

EXHIBIT F