

AGREEMENT NO. C0869

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND
OCEAN BLUE ENVIRONMENTAL SERVICES, 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 OCEAN BLUE ENVIRONMENTAL SERVICES, INC., a California corporation, whose address is 925 West Esther Street, Long Beach, California 90813 ("Consultant").

WHEREAS, ACTA requires professional, scientific, expert and technical as-needed consulting services for handling and removal of hazardous and non-hazardous waste through full-service waste disposal companies for transportation, storage, recycling and disposal of such waste 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, Ron Dare ("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 Fifty Thousand Dollars (\$50,000). 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. C0869, 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) Ocean Marine Liability

Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connections with Consultant's operations. The cost of the insurance shall be borne by Consultant. The

coverage shall be 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 City if Best's Rating is not available). Coverage shall include, but not be limited to:

- (i) Hull and machinery coverage up to the value of the vessel(s);
- (ii) Protection and Indemnity coverage with combined single limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another, and Jones Act risks or equivalent thereto internationally.
- (iii) Ship repairers legal liability to cover loss, damage or expenses to any property temporarily in the Consultant's care, custody or control.

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.

(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. C0869, 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

OCEAN BLUE ENVIRONMENTAL
SERVICES, 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

The Alameda Corridor Emergency Response and Hazardous Waste Management program responds to both emergency and non-emergency chemical spills, releases of regulated and/or hazardous materials, and abandoned wastes within the Alameda Corridor. The requests for emergency response and hazardous waste management services come from the Railroads, and State and Federal agencies, including the United States Coast Guard (USCG), United States Environmental Protection Agency (USEPA), California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB).

I. General

The Consultant shall support and perform all phases of on-site waste management on land, on or adjacent to railroad tracks and in the water. These include the containment of spills, and cleanup of releases or abandoned waste on an as-needed basis in the following categories:

A. Emergency Response

Emergency Response is the ability to respond to a spill or uncontrolled release of a hazardous or regulated material on an emergency basis at any time, 24 hours per day, 7 days per week (including holidays), and provide containment and cleanup as required by local, state and federal regulatory agencies, and as directed by ACTA. The Consultant shall have the ability to arrive on-scene within 30 to 45 minutes of notification. These spills may involve containment and cleanup operations in storm drains, pipelines, groundwater, and in other water bodies, including navigable waters of the state, such as the ocean, harbors, lakes, reservoirs, streams, canals, and rivers.

B. Unidentified Waste

Unidentified wastes are unlabeled containers with unknown substances deposited on property operated and maintained by ACTA that require removal.

1. The Consultant shall have the ability to identify, package, and transport the unidentified wastes deposited on ACTA properties (including on railroad tracks) or right-of-way for recycling, treatment, or disposal.
2. Response to this waste stream will usually be required during normal working hours.

C. Waste Management

Waste Management is the ability to identify, categorize, remove, package and recycle, or dispose of hazardous, non-hazardous, and regulated waste that are generated through the normal work process of maintaining property or equipment operated and maintained by ACTA.

1. Response to this waste stream will usually be required during normal working hours.
2. The Consultant shall be required to be on-site at a facility operated and maintained by ACTA at a mutually agreed-upon time with an authorized ACTA representative.
3. Waste management services may include, but are not limited to:
 - a. Removal and excavation of contaminated soils and debris;
 - b. Laboratory packing of chemicals;
 - c. Packaging and consolidating hazardous materials;
 - d. Identifying and packaging unidentified materials;
 - e. Characterizing and profiling of waste prior to disposal; and
 - f. Transporting waste for disposal.
4. For the purpose of this RFP, regulated and/or hazardous materials include, but are not limited to:
 - a. Asbestos, crude oil and petroleum products, including fuel oil, mineral oil, gasoline, diesel;
 - b. Corrosive liquids, including acid, and alkaline solutions;
 - c. Polychlorinated Biphenyls (PCBs) and PCB-contaminated materials;
 - d. Mercury, lead, and other metals;
 - e. Waste tires;
 - f. Treated wood;
 - g. Bio-hazard waste;
 - h. Sewage; and
 - i. Other environmental regulated media.

D. Miscellaneous Services

In addition to emergency and non-emergency activities listed above, ACTA may require the following:

- Management and disposal of both hazardous and non-hazardous wastes generated by ACTA's maintenance operations and construction projects;
- Abatement of lead-based paint and asbestos-containing materials in/on structures operated and maintained by ACTA;

- Removal and cleaning of materials contaminated by biological wastes;
- Storm drain or other storm water drainage system cleaning and maintenance including the use of remote camera equipment to verify conditions;
- Pressure-washing/steam cleaning; and
- Assist ACTA staff on projects that involve confined space.

II. Required Equipment

The Consultant shall have, or have immediate access to, the following equipment and services:

- Black iron vacuum trucks steel – 35 BBL to 70 BBL, and/or 90 to 120 BBL;
- Hi-rail black iron vacuum trucks steel – 90 to 120 BBL;
- Emergency response unit – Level B;
- Blood & Bio cleanup; and
- Registered waste tire hauler.

It is recommended that the Consultant have, or have immediate access to, the following equipment and services:

- Roll-off bins and trailer;
- Tandem roll-off trailer;
- Flat bed box van;
- Booming vessel and work skiff – w/ Hull & Machinery Insurance;
- Portable containment boom system – 1000' of boom with hydraulic power pack;
- Oil spill skimmers – drum style, mop style;
- Skim packs;
- Mercury vapor analyzer and Organic Vapor Analyzer (calibrated);
- Haz Mat kit – chemical identification;
- Sufficient amount/length of containment boom (at least 10,000 feet);
- Super sucker/jetter combos; and
- Trauma scene practitioner with license to haul medical waste.

III. General Requirements

The Consultant shall perform all tasks in accordance with all applicable local, state, and federal regulations. The Consultant shall also perform activities in compliance with policies and programs.

The Consultant shall be capable of responding to regulated and/or hazardous materials discharged to inland, river/canal, and coastal/ocean environments.

A. Laboratory Services

The Consultant shall have access to the services of a California State Certified environmental laboratory equipped to perform waste characterization analyses mandated by the Code of Federal Regulations (CFR) 40 and Code of California Regulations (CCR) Title 22 and in accordance with USEPA Solid Waste (SW)-846 test methods of evaluation of solid wastes, physical/chemical methods. The capabilities of the lab must include, but are not limited to, analysis by Atomic Absorption (AA), AA – flame, AA Spectroscopy – Graphite furnace, Fluorescence, Gas Chromatography (GC), and GC-Mass Spectrometry for all regulated organics, X-ray Fluorescence, Organic Vapor Analyzer, Inductively Coupled Plasma/Atomic Emission Spectroscopy, pH, and flash-point testing.

B. Disposal and Transportation

The Consultant shall provide disposal services of a fully permitted waste disposal facility or facilities capable of handling non-hazardous and hazardous wastes, including California regulated wastes, Resource Conservation and Recovery Act (RCRA) Federal regulated wastes, and liquid/solid waste under the Toxic Substances Control Act.

All subcontractors and all identified hazardous or regulated waste recycling and disposal sites must be reviewed and approved for environmental acceptability and regulatory compliance with applicable state and federal laws, at the sole discretion of ACTA. All recycling, treatment, storage, and/or disposal facilities must operate under Federal and State licenses/permits.

The Consultant shall ensure that all wastes handled, stored or transported are properly contained and labeled for shipment in accordance with all applicable State and Federal regulations.

The Consultant shall provide transportation of hazardous waste to a treatment, storage or disposal facility by a licensed and permitted hazardous waste transporter.

The Consultant shall furnish all labor, materials, and equipment as well as technical expertise, supervision, and management to effectively identify, package, clean up, and transport the various regulated, non-hazardous and hazardous waste for recycling, treatment, and/or disposal.

C. Manifest Documents

The Consultant shall provide properly prepared non-hazardous and hazardous waste manifest documents for waste to be transported to disposal or treatment facilities.

On non-emergency or routine jobs, the Consultant shall coordinate with an ACTA representative and hazardous waste disposal or treatment facilities to provide hazardous waste profiles and manifests to ACTA.

IV. Project Management

The Consultant shall work directly under the supervision of the ACTA Environmental Manager.

V. Project Deliverables

The Consultant shall submit a summary report describing all work assignments, including a running total of costs at the completion of each contract task order event. The report must be cumulative. ACTA will provide the format for the report.

Exhibit "B"
Contract Task Order

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

Attention: (Project Manager)

Subject: Agreement No. C0869
 Contract Task Order No. ____

Project Name

Pursuant to Section 2.2(a) of Agreement No. C0869, 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. C0869.

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. C0869 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. C0869
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



925 West Esther Street
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

**2017 PREFERRED RATES FOR:
ALAMEDA CORRIDOR TRANSIT AUTHORITY**

DEFINITIONS

Straight Time: Monday through Friday, from 8:00 AM to 5:00 PM

Overtime: Monday through Friday, before 8:00 AM and after 5:00 PM,
and all day on Saturdays

Premium Time: Sundays, Following Holidays

HOLIDAYS OBSERVED

New Year's Day
Martin Luther King, Jr.'s Birthday
Veterans Day
Fourth of July
Day after Thanksgiving
Christmas Day

Labor Day
Presidents Day
Memorial Day
Thanksgiving Day
Columbus Day

MINIMUM CHARGES

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

DISPOSAL AND OUTSIDE COSTS

All disposal, services, non-heavy equipment rentals, and materials not on the rate sheet will be billed at cost plus a twenty percent (20%) handling charge. Heavy equipment rental will be billed at cost plus twenty five percent handling charge due to high liability cost.

PAYMENT TERMS

All terms are net-thirty (30) days upon receipt of invoice, unless previous arrangements have been made. All emergency response work for non-established customers is C.O.D.



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Long Beach, CA 90813

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2017 PREFERRED RATES FOR THE ALAMEDA CORRIDOR TRANSIT AUTHORITY

1. HAZARDOUS WASTE-TRAINED PERSONNEL

HOURLY RATE

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER- TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	113.40	149.40	149.40
SUPERVISOR	87.30	104.40	118.80
CHEMIST / INDUSTRIAL HYGIENIST	173.70	198.90	198.90
LEAD TECHNICIAN	61.20	88.20	115.20
EQUIPMENT OPERATOR	58.50	87.30	111.60
TECHNICIAN	54.90	77.40	100.80
ILWU (INT. LONGSHORE & WHSE UNION) TECH	76.50	114.30	153.00

ALL PERSONNEL HAVE AT A MINIMUM, 40-HR HAZ-WOPER TRAINING AS SPECIFIED BY 29 CFR 1910.120

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

HOURLY RATE

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	47.70
GEAR TRUCK W/ LIFTGATE	47.70
EMERGENCY RESPONSE UNIT - LARGE	223.20
EMERGENCY RESPONSE UNIT - SMALL	153.90
CREW VAN	42.30
BOB CAT W/SOLID TIRES	52.20
VACUUM TRAILER - 20 BBL	52.20
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	127.80
VACUUM TRUCK - 120 BBL*	146.70
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	165.60
AIR EXCAVATOR*	127.80
HYDRO EXCAVATOR	236.70
OMNI VAC - 85 BBL*	236.70
JETTER / VACTOR COMBO UNIT*	236.70
ROLL-OFF TRUCK*	127.80
ROLL-OFF TRUCK AND TRAILER*	146.70
DUMP TRUCK - 10 WHEEL*	90.00
25' BOX VAN*	90.00
45' BOX VAN*	104.40
45' FLAT BED*	104.40
25' EQUIPMENT TRAILER	33.30

*** DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.



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2017 PREFERRED RATES FOR THE ALAMEDA CORRIDOR TRANSIT AUTHORITY

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	130.50	DAILY
6-PACK BREATHING AIR BOTTLES	261.00	DAILY
5-MINUTE EGRESS AIR BOTTLE	36.90	DAILY
TRIPOD W/DOUBLE WINCHES	234.00	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	33.30	DAILY
COPPUS BLOWER	189.00	DAILY
4-GAS AIR MONITOR	286.20	DAILY
PID METER	396.90	DAILY
MERCURY VAPOR ANALYZER	495.90	DAILY
OVA MONITOR	347.40	DAILY
PERSONAL 4 GAS METER	236.70	DAILY
ELECTRIC BLOWER	61.20	DAILY

4. TRAFFIC CONTROL

ARROW BOARD	212.40	DAILY
PORTABLE DECON STATION W/ARROWBOARD	283.50	DAILY
BARRICADES W/ REFLECTORS, EACH	30.60	DAILY
DELINEATOR/REFLECTIVE, EACH	1.80	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	15.30	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	2.70	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	35.10	DAILY

5. CLEANING EQUIPMENT

AIR COMPRESSOR	40.50	HOURLY
CHEMICAL DIAPHRAGM PUMP	297.90	DAILY
DECONTAMINATION STATION	203.40	DAILY
DIAPHRAGM PUMP	213.30	DAILY
HYDROBLASTER	74.70	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS		DAILY
STEAM MACHINE 1,000 PSI 22 GPM	66.60	HOURLY
STEAM MACHINE 3,500 PSI 6 GPM	58.50	HOURLY
PORTABLE TRASH PUMP	198.90	DAILY
AIR SCRUBBERS PORTABLE	165.60	DAILY
HEPA FILTERS FOR SCRUBBERS	123.30	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	189.00	DAILY
3 STALL DECONTAMINATION SHOWER	283.50	DAILY

6. PORTABLE STORAGE UNITS

20-YARD BIN, OPEN TOP	24.30	DAILY
20-YARD BIN, CLOSED TOP	28.80	DAILY
40-YARD BIN, OPEN TOP	24.30	DAILY
40-YARD BIN, CLOSED TOP	30.60	DAILY
4" TANK MANIFOLD	18.90	DAILY
BIN LINERS	50.40	EACH



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2017 PREFERRED RATES FOR THE ALAMEDA CORRIDOR TRANSIT AUTHORITY

7. OIL SPILL EQUIPMENT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	198.90	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	149.40	DAILY
BOOM 8"x12" (DEPLOYED)	1.80	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	0.90	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	127.80	HOURLY
22' x 8' SELF POWERED BARGE	85.50	HOURLY
19' TOOL SPILL BOAT W/90HP	85.50	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	71.10	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	56.70	HOURLY
12' PUNTS	33.30	HOURLY
12' PUNTS W/ 5HP MOTOR	42.30	HOURLY
GLOW STICKS FOR BOOM	5.40	EACH
SPLASH ZONE 2-PART SEALER	155.70	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	14.40	DAILY
15 LBS ANCHORS W/ 10' CHAIN	9.90	DAILY
24" BOEYS	14.40	DAILY
EMERGENCY RESPONSE TRAILER	447.30	DAILY
ROPE MOP SKIMMER	149.40	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	198.90	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	61.20	HOURLY
SKIMMER TRAILER	198.90	DAILY
ABSORBENT BOOM TRAILER	149.40	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	260.10	DAILY
FORKLIFT TRAILER	94.50	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	47.70	EACH
15 GALLON DOT DRUM, POLY	47.70	EACH
16 GALLON DOT DRUM, STEEL	47.70	EACH
20 GALLON DOT DRUM, STEEL	50.40	EACH
30 GALLON DOT DRUM, POLY	50.40	EACH
30 GALLON DOT DRUM, STEEL	50.40	EACH
5 GALLON DOT DRUM	18.00	EACH
55 GALLON DOT DRUM, POLY	59.40	EACH
55 GALLON DOT DRUM, STEEL	58.50	EACH
55 GALLON DOT DRUM, BIO	37.80	EACH
85 GALLON DRUM, OVERPAK, STEEL	212.40	EACH
95 GALLON DRUM, OVERPAK, POLY	212.40	EACH
ACID SPILFYTER NEUTRALIZER PER QT	18.90	EACH
BASE SPILFYTER NEUTRALIZER PER QT	18.90	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	35.10	PER GALLON
BLEACH	4.50	PER GALLON
CAUTION / BARRICADE TAPE	24.30	PER ROLL
CHEMICAL POLY TOTES	306.90	EACH
CHLOR-D-TECT Q4000	18.00	EACH
CITRI-CLEAN, 55 GALLON	793.80	PER DRUM
DIESEL FUEL (EQUIPMENT)	4.50	PER GALLON
DRUM LABEL	0.90	EACH
◆ LONG BEACH ◆	◆	SAN DIEGO ◆



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2017 PREFERRED RATES FOR THE ALAMEDA CORRIDOR TRANSIT AUTHORITY

DRUM LINER	2.70	EACH
DUCT TAPE	6.30	PER ROLL
EAR PLUGS 200/BOX	99.00	PER BOX
FACE SHIELD	12.60	EACH
HAND AUGER	82.80	DAILY
HAND CLEANER	7.20	CAN
HEPA VACUUM FILTER PROTECTORS	19.80	EACH
HEPA VACUUM REPLACEMENT BAGS	19.80	EACH
OIL SORBENT POM POMS	54.90	PER BALE
PH PAPER	18.00	PER BOX
PLASTIC BAGS	71.10	PER BOX
PLASTIC SHEETING	71.10	PER ROLL
RAGS, 50 LB BOX	63.90	PER BOX
ROPE 1/2 POLY, 100' ROLL	30.60	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	35.10	PER ROLL
SAMPLE JARS - 1QT	12.60	EACH
SAND BAGS	3.60	EACH
SHRINK WRAP	28.80	ROLL
SIMPLE GREEN	12.60	PER GALLON
SODA ASH	6.30	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	396.90	PER BALE
SORBENT BOOM, 8"x10"	52.20	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	85.50	PER BALE
SUPERFINE, 25 LB BAG	18.00	PER BAG
TRIWALL BOXES	149.40	EACH
VACTOR FLEX HOSE 4"	1.80	PER FOOT
VACTOR FLEX HOSE 6"	2.70	PER FOOT
VERMICULITE	28.80	PER BAG

9. TOOLS AND OTHER EQUIPMENT

BIO-HAZARD "BLOOD" SPILL KIT	99.00	EACH
BOAT HOOKS 3'-9' TELESCOPING	7.20	DAILY
BOBCAT SWEEPER ATTACHMENT	142.20	DAILY
BROOMS HAZ-MAT	10.80	DAILY
CHAIN W/ BINDERS	12.60	DAILY
CHEST WADERS	59.40	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	142.20	DAILY
COM-A-LONG - 4000 LBS	6.30	DAILY
CONCRETE SAW	149.40	DAILY
CONCRETE SAW BLADE	50.40	EACH
CUTTING TORCH	144.00	DAILY
DEMO TOOLS	74.70	DAILY
DRUM SAMPLING ROD (GLASS)	7.20	EACH
DRUM VACUUM - 55 GALLON	114.30	DAILY
EXPLOSION-PROOF FLASH LIGHT	25.20	DAILY
EXTENSION LADDER	12.60	DAILY
EYEWASH STATION	30.60	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTC	212.40	DAILY
FORK LIFT	183.60	DAILY
GENERATOR 10KV TRAILER MOUNTED	33.30	HOURLY

◆ LONG BEACH ◆

◆ SAN DIEGO ◆



925 West Esther Street
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

2017 PREFERRED RATES FOR THE ALAMEDA CORRIDOR TRANSIT AUTHORITY

GENERATOR, 5500 WATTS	117.90	DAILY
HAND TOOLS	50.40	DAILY
HAND WASHING STATION	47.70	DAILY
HAZ-CAT KIT	19.80	PER TEST
HEAVY DUTY JETTER NOZZLES	22.50	DAILY
HEPA VACUUM (DRY)	149.40	DAILY
HIP WADERS	50.40	DAILY
HUDSON SPRAYER	19.80	DAILY
JACK HAMMER 90 LBS	117.90	DAILY
LIFE JACKETS	15.30	DAILY
LIGHT STAND (2 BULBS)	35.10	DAILY
LIGHT TOWER (4 BULBS)	283.50	DAILY
MEALS ON SPILLS	7.20	EACH
MERCURY VACUUM	495.90	DAILY
NON-SPARKING COLD CUTTER / RIVET BUSTER	94.50	DAILY
NON-SPARKING COLD CUTTER TIPS	28.80	EACH
PER DIEM ALLOWANCE ON TRAVEL	155.70	DAILY
PICKS "MINERS"	2.70	DAILY
PLUG & DIKE, 1 LB CAN	24.30	EACH
POLY SIPHON (POGO) PUMP	18.90	EACH
PORTABLE RESTROOM W/SINK	149.40	DAILY
PROFILING FEE (PER WASTE STREAM)	74.70	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	39.60	DAILY
RAKES	4.50	DAILY
SAMPLE COOLER	15.30	DAILY
SAWZALL	79.20	DAILY
SCAFFOLDING - PORTABLE (2 1/2' x 8' x 5')	39.60	DAILY
SCAFFOLDING - TOWERS (5' x 5' x 10')	77.40	DAILY
SHOVELS/HAZ-MAT	10.80	DAILY
SKIL SAW	35.10	DAILY
STEEL SPIKES, 36"	5.40	DAILY
TRUCK RAMPS (30,000 LBS)	283.50	DAILY
VAPOR TIGHT DROP LIGHTS	149.40	DAILY
VENTILATION FAN	114.30	DAILY
WATER METER	248.40	DAILY
WATER TANK TRAILER W/ PUMP	335.70	DAILY
DRUM DOLLY	23.40	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	472.50	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	149.40	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	63.90	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	30.60	PER SET

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

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

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.

Emergency Response & Hazardous Waste Management 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 four 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 four 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: Ocean Blue Environmental Services Inc.

Area of Work (A-D)*	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				
A Total				
B				
B Total				
C				
C Total				
D				
D Total				
Average %: (A+B+C+D) / 4 - note: must equal or exceed 15%				100%

of the scope of work will be completed by Ocean Blue; a SBE

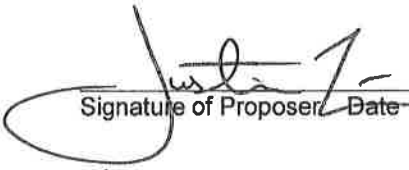
* If 100% of item is not to be performed or furnished by SBE, describe exact portion, including planned location of work to be performed, of item to be performed or furnished by SBE. The description of the work must be sufficiently complete to establish whether the work is to be performed by a Subcontractor,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

Emergency Response & Hazardous Waste Management Services RFP

*** 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.


Signature of Proposer

Date

6/7/17

562-624-4120
(Area Code) Phone No.

Justin Lee - Administrative Director
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	SBE/VSBE/MBE/WBE/OBE/DVBE	Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	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