

AGREEMENT NO. C0867

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND
ENVIRONMENTAL TREATMENT & TECHNOLOGY, INC.
DBA ADVANCED TECHNOLOGY LABORATORIES

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 ENVIRONMENTAL TREATMENT & TECHNOLOGY, INC., a California corporation, doing business as ADVANCED TECHNOLOGY LABORATORIES, 3275 Walnut Avenue, Signal Hill, California 90755 ("Consultant").

WHEREAS, ACTA requires environmental lab services to perform quarterly waste water sampling, as well as occasional on-call lab testing in response to various environmental conditions which may occur from time to time on Alameda Corridor property, including but not limited to, hazardous materials spills, contaminated soil and water conditions and illegal dumping; and

WHEREAS, ACTA requires the professional, expert and technical services of Consultant to assist ACTA in performing laboratory testing of water and soil samples from Alameda Corridor property as required by County regulations and in response to events which may occur on Alameda Corridor property; and

WHEREAS, Consultant possesses extensive experience in performing the required environmental laboratory testing; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to ACTA; and

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to ACTA, as an independent contractor, certain professional, technical and expert services as set forth in Exhibit A ("Scope of Work").

B. 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.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of ACTA's Chief Executive Officer ("ACTA's CEO") or his or her designee, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). 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 Consultant and its Subconsultants.

II. SERVICES TO BE PERFORMED BY ACTA

A. ACTA shall furnish Consultant, upon its request, all documents and papers in possession of ACTA which may lawfully be supplied to Consultant and which are necessary for Consultant to perform its obligations.

B. ACTA's CEO or his or her designee is designated as the contract administrator for ACTA and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article IX (Termination) hereof.

C. Consultant shall provide ACTA's CEO with reasonable advance written notice if it requires access to the premises of ACTA or of the Alameda Corridor. 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 areas may be occupied or used by tenants or contractors of ACTA and that access rights granted by ACTA to Consultant shall be consistent with any such occupancy or use.

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. The effective date of this Agreement shall be the date of its execution by ACTA's CEO upon authorization of the Board.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. June 30, 2020; or
2. June 30, 2023 in the event that ACTA's Board exercises its option under Section III(C) of this Agreement to extend the term an additional three (3) years; or
3. The Board, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

C. 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.

IV. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, ACTA shall pay and reimburse Consultant at the rates set forth in Exhibit B.

B. The maximum amount payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Twenty Five Thousand Dollars (\$25,000).

C. Consultant shall submit invoices in duplicate to ACTA within thirty (30) days from the date services were performed upon request of ACTA. Each such invoice shall be signed by the Consultant and shall include 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. C0867, 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.

(Consultant's Signature)

D. All invoices shall be approved by ACTA's CEO or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of ACTA business, the same may be approved, audited and processed.

Invoices shall include the Agreement number, tests performed, current charges and cumulative charges. Subconsultant invoices shall be in a similar format. Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. ACTA may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to ACTA, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Where applicable, 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.

E. For payment and processing, all invoices should be mailed to the following address:

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

V. RECORDKEEPING AND AUDIT RIGHTS

A. 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, which books and records shall be readily accessible to and open for inspection and copying at Consultant's 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.

B. 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 Article V 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.

VI. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, 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.

VII. 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, 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.

VIII. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article VII, 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:

(1) 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 Two Million Dollars (\$2,000,000) 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 or her 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.

(2) 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 Two Million Dollars (\$2,000,000) 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.

(3) 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. 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.

B. 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 Article VII, 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 Article VIII. 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 ACTA, 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. C0867, 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 CEO.

"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 ACTA's CEO with copies sent to ACTA's Co-General Counsel at the following addresses; 1) Office of the Long Beach City Attorney, 333 West Ocean Boulevard, 11th Floor, Long Beach, California 90802, and 2) Office of the Los Angeles City Attorney, 425 S. Palos Verdes Street, San Pedro, California, 90731."

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Article VIII shall include the following features:

(1) 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.

(2) 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.

(3) Notice of Cancellation

Each insurance policy described above shall provide that it shall not be canceled or reduced in coverage until after ACTA has each 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.

(4) 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.

(5) 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 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 or her 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.

(6) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, ACTA requires and shall be entitled to coverage for the higher limits

maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ACTA.

D. 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.

IX. TERMINATION PROVISION

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 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.

X. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of ACTA's CEO where the work may conflict with the interests of ACTA.

B. 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 Article I. 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.

XI. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, 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.

XII. SMALL BUSINESS ENTERPRISE PROGRAM

It is the policy of ACTA to provide Small Business Enterprises (SBE) 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 ACTA's Small Business Program and shall use its best efforts to afford the opportunity for SBEs, 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, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement.

XIII. 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.

XIV. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of ACTA's CEO.

XV. 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.

XVI. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify ACTA, its Board 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.

XVII. PROPRIETARY INFORMATION

A. 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 Article 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 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.

B. 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.

XVIII. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement 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.

XIX. 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, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice 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 Consultant's address set forth in the opening paragraph of this Agreement. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

XX. INTEGRATION

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.**

XXI. 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.

XXII. 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.

XXIII. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article 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.

XIV. MODIFICATION IN WRITING

This Agreement may be modified, amended or changed only by written agreement of all parties, said agreement duly executed and delivered by both parties. Any such modifications are subject to all applicable approval processes required by ACTA.

XV. 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.

XVI. EXHIBITS; ARTICLES

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 Articles are to Articles of this Agreement unless stated otherwise.

XVII. 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.

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

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____

John T. Doherty, P.E.
Chief Executive Officer

Attest: _____
Secretary

ENVIRONMENTAL TREATMENT &
TECHNOLOGY, INC., doing business
as ADVANCED TECHNOLOGY
LABORATORIES

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

Contract C0867 On-Call Environmental Laboratory Services

Scope of Work

Consultant shall provide analytical services for soil, water, and miscellaneous samples submitted from various ACTA projects along the Alameda Corridor.

The following is a list of services to be provided by Consultant:

- Upon request from ACTA, provide pre-cleaned sampling jars and bottles for the collection of samples.
- Provide drop-off and pick-up services to ACTA sites, as requested by ACTA.
- Analyze the submitted soil, water, and miscellaneous samples as specified on the provided chain-of-custodies.
- Provide written reports detailing specified analytical methods and results including quality assurance/quality control (QA/QC) results.

Where the Price Guide in Exhibit B indicates that analyses is performed by a subconsultant, Consultant shall provide written notice prior to performing any services and provide the name of the subconsultant and a price quote for the services to be provided. Consultant shall not provide any services performed by a subconsultant without prior approval of ACTA.

Exhibit B

Analysis	Methodology	Standard TAT 5 Business Days COB Unit Price
Organics Analyses		
Total Petroleum Hydrocarbons (TPH) as Gasoline Range Organics (GRO)	EPA 8015B, EPA 8015B/5035A/5030B	\$22.50
Total Petroleum Hydrocarbons (TPH) - GRO + BTEX	EPA 8015B/8021B	\$35.19
Total Petroleum Hydrocarbons (TPH) as Diesel Range Organics (DRO) and Motor Oil (MRO)	EPA 8015B	\$31.05
Total Petroleum Hydrocarbons (TPH) Carbon Chain ID ¹²	EPA 8015B	\$37.26
Total Petroleum Hydrocarbons (TPH) Carbon Chain ID (Custom Breakdown)	EPA 8015B	\$51.75
Methanol and/or Ethanol or Glycols	EPA 8015M	\$67.28
BTEX / MTBE by GC (Aromatic Volatile Organics)	EPA 8021B	\$33.64
Volatile Organic Compounds (Ketones upon request)	EPA 8260B	\$53.82
Volatile Organic Compounds+GRO	Ca LUFT by GC/MS	\$65.52
1,2,3-Trichloropropane SIM	EPA 8260B	\$53.82
PCBs	EPA 8082	\$48.00
Organochlorine Pesticides	EPA 8081A	\$48.00
Organophosphorus Pesticides	EPA 8141A	\$99.36
*Chlorinated Herbicides	EPA 8151	\$99.36
Semivolatile Organic Compounds	EPA 8270C	\$113.85
Semivolatile Organic Compounds - SIM; PAHs - PNAs	EPA 8270C - SIM	\$89.01
1,4-Dioxane (by modified isotope dilution technique)	EPA 8270C	\$89.01
NDMA	EPA 1625M	\$139.73
PNA's/PAH's (Polyaromatic Hydrocarbons)	EPA 8310	\$99.36
*Dioxins and Furans (15-day TAT)	EPA 8290	\$750.38
Total Recoverable Petroleum Hydrocarbons (TRPH)	EPA 1664 HEM/SGT	\$36.23
Oil & Grease	EPA 1664-HEM	\$31.05
Total Organic Carbon (water)	SM 5310B	\$31.05
Total Organic Carbon (soil)	EPA 9060	\$98.33
*Total Organic Halogens (TOX) or Extractable Organic Halides	EPA 9020	\$175.00
Metals Analyses		
Sample Prep for AA / ICP / ICPMS metals	EPA 3010A/3050B	\$5.18
Sample Prep for Low Level Mercury		\$51.75
Sample Prep for Mercury, Chromium VI	EPA 7471A/7470A/3060	\$8.28
AA / ICP Individual Metals	EPA 6010B/7000/200.7/3111B	\$7.28
ICP Group Metals (5 or more - Excluding Mercury)	EPA 6010B	\$51.75
Title 22 (CAM 17 metals-includes digestion) / RCRA metals	EPA 6010B/7470A/7471B	\$55.00
ICPMS Individual Metals	EPA 6020/200.8	\$14.49
ICPMS Group Metals (5 or more)	EPA 6020/200.8	\$72.45
ICPMS - Individual Metals - Low Level / Sea Water	EPA 1640	\$51.75
ICPMS - Group Metals (5 or more) - Low Level / Sea Water	EPA 1640	\$181.13
Mercury by CVAA (PREP NOT INCLUDED)	EPA 7470A/7471B/245.1	\$18.63
Mercury - Low Level (PREP NOT INCLUDED)	EPA 1631E	\$155.25
Hexavalent Chromium (colorimetric) (PREP NOT INCLUDED)	EPA 7196A	\$31.05
Hexavalent Chromium by IC* (PREP NOT INCLUDED)	EPA 7199 or 218.6	\$48.00
Hazardous Waste Analyses		
Ignitability	EPA 1010	\$46.58
*Ignitability - solids	EPA 1030	\$113.85
Corrosivity (pH)	EPA 9045C	\$12.42
Reactivity (Cyanide and Sulfide)	Title 22	\$53.82
**STLC/TCLP/SPLP Bottle Extraction	Title 22/EPA WET/1311/1312	\$25.88
**STLC/TCLP/SPLP ZHE Extraction	Title 22/EPA WET/1311/1312	\$38.30
* = Analyses performed by qualified subcontract laboratories - Subcontracted work subject to subcontract laboratory's Fees, TAT, Terms and Conditions.		
** = Rush TAT for samples requiring STLC and / or TCLP is extended by two (2) business days due to method required extraction time.		
Ion Chromatography		
Anion Scan	EPA 300.0	\$45.00
Single Ion (Bromide, Chloride, Fluoride, Nitrate, Nitrite, Orthophosphate, Sulfate)	EPA 300.0	\$15.00
Perchlorate Prep		\$10.35
Perchlorate (Prep Not Incl.)	EPA 314.0	\$35.00

Analysis	Methodology	Standard TAT 5 Business Days COB
Air Toxics (Cost Includes Canister and Controller)		Unit Price
Volatile Organic Compounds	EPA TO-15	\$120.00
Volatile Organic Compounds (8260 Target Analyte List)	EPA TO-15	\$120.00
Volatile Organic Compounds (Ultra-low level)	EPA TO-15 SIM	\$145.00
Volatile Organic Compounds	EPA TO-14	\$100.00
TVPH as Gasoline	EPA TO-3	\$45.00
TVPH as Gasoline/BTEX	EPA TO-3	\$50.00
TVPH as Gasoline/BTEX/MTBE	EPA TO-3	\$50.00
Dissolved gases in water - Ethane, Ethene, Methane	RSK-175	\$74.75
Dissolved gases in water - Ethane, Ethene, Methane + CO ₂	RSK-175	\$92.00
Methane	ASTM D1946	\$74.75
*Hydrogen Sulfide	EPA 15/16	\$143.75
*Hydrogen Sulfide - Low Level	EPA 15/16	\$172.50
*Fixed Gases	EPA 3C	\$120.75
*TNMOC in Landfill Gas	EPA 25C/3C	\$230.00
Tedlar Bag - 1 L / Bottle Vac		\$20.70
Individually Certified Canister (1L or 6L)		\$50.00
Inorganics Analyses		Unit Price (<10 Samples)
*Acidity	SM 2310B(4a)	\$20.70
*Alkalinity	SM 2320B	\$20.70
*Asbestos PLM	OSHA Method ID-191	\$17.25
*Biochemical Oxygen Demand	SM 5210B	\$74.75
Chemical Oxygen Demand	EPA 410.4	\$32.20
*Chloride	SM 4500-Cl-C	\$20.70
*Chlorine, Total Residual	SM 4500-Cl-B/4500-Cl-G	\$20.70
Cyanide	SM 4500-CN-G	\$55.20
*Fluoride, Total	SM 4500-F C	\$86.25
*General Mineral Analyses	Various	\$316.25
*Hardness, Total	SM 2340 C	\$20.70
Mercaptans	LACSD	\$120.75
Moisture, Percent	ASTM D2216	\$17.25
Nitrogen, Ammonia	SM 4500-NH ₃ C	\$74.75
*Nitrogen, Nitrate-Nitrite	SM 4500-NO ₃ E	\$57.50
*Nitrogen, Nitrite	SM 4500-NO ₂ B	\$40.25
*Nitrogen, Total Kjeldahl	SM 4500NH ₃ C	\$63.25
*MBAS, Surfactants	SM 5540C	\$43.13
Oxygen, Dissolved	SM 4500-O G	\$37.38
Paint Filter Test	EPA 9095	\$43.13
pH	SM 4500-H+ B/9045	\$10.35
Phosphorus, Total	365.3/SM 4500-P E	\$37.38
Salinity	SM 2520B	\$31.63
Solids, Total Dissolved	SM 2540 C	\$15.00
Solids, Total Suspended	SM 2540 D	\$15.00
Solids, Total	SM 2540 B	\$15.00
Solids, Volatile	EPA 160.4	\$34.50
Solids, Settleable	SM 2540 F	\$26.16
Specific Conductance	EPA 120.1	\$20.70
*Sulfate	EPA 375.4	\$37.38
Sulfide, Total or Dissolved - Water	SM 4500-S-2 D	\$41.11
Sulfide, Total - Soil	SM 4500-S-2 D(M)	\$63.54
Turbidity	EPA 180.1	\$13.80

Analysis	Methodology	Standard TAT 5 Business Days COB
Biological Analyses		Unit Price
*Coliform (MPN) / E coli	SM 9221 A,B,E	\$69.00
*Standard Plate Count (SPC)	SM 9223	\$63.54
*96 Hour Acute Toxicity/Fish Bio	DOHS Standards	\$316.25
* = Analyses performed by qualified subcontract laboratories - Subcontracted work subject to subcontract laboratory's Fees, TAT, Terms and Conditions.		
DEFINITIONS		
1. COB: Close of business		
2. TAT: Turn-Around-Time		
3. Workorder: Group of samples logged per order.		
GUARANTEED TAT SURCHARGE/DISCOUNT SCHEDULE		
A	B	C
Emergency/Same Working Day/Overtime	1 Business Day (COB)	2 Business Days (COB)
150% (\$650 min.)	50%	35%
D	E	F
3 Business Days (COB)	4 Business Days (COB)	5 Business Day Guarantee (COB)
25%	10%	0%
PAYMENT TERMS		
EARLY PAY DISCOUNT		LATE PAY FEE
% Discount	% Discount	Interest / Month
<10 Days	30 - 59 Days	90+ Days
5%	0.0%	0.833% / Mo
PREFERRED PRICING WILL REVERT TO CURRENT LIST PRICE FOR INVOICES NOT PAID WITHIN 90 DAYS FROM INVOICE DATE.		
NOTES:		
1. Pick up / delivery (15 min wait time): Complimentary in ATL's service areas and within 30 miles of Signal Hill, CA, after which ATL reserves the right to use 3rd Party Couriers (i.e. GSO, FedEx) to ship and receive supplies and samples.		
2. Samples received after 4:30 PM in laboratory or 3:30 PM in field (within 55 miles of Signal Hill, CA) will be considered as arriving at 8:00 AM the following business day.		
3. Standard Turnaround Time is 5-7 Business Days - COB; Subcontract work subject to subcontract laboratory's pricing, terms, and conditions.		
4. Samples submitted with less than 80 percent of the Holding Time remaining, will be Surcharged per Surcharge Fee Schedule		
5. Change orders for In-Process samples or "On Hold" samples will be charged according to Surcharge Fee schedule.		
6. Weekend, Holiday, Holding Time Rushes will be surcharged at 300%.		
7. Retrieval of reports and /or associated data after three months will be charged at \$50.00 per data folder.		
8. Reprocessing of data will be charged at \$50.00 per report		
9. RWQCB (Geotracker) and other customized EDD's Fee: 3% of project surcharge (\$30 minimum per work order).		
10. Level IV deliverables: 15% of project (\$100.00 minimum per work order)		
11. Tentatively Identified Compounds (TIC): EPA 8260 & 8270 TIC Report (up to 10 per sample): \$65 per sample.		
12. ATL Standard TPH Carbon Chain breakdown is: C8-10, C10-18, C18-28, C28-36, C36-40, Total C8-C40.		
13. Sample Storage = \$2.00 / sample /mo after 60 days. Disposal for unanalyzed samples - \$7.00 per sample.		
14. Minimum Charge for Work Orders NOT Analyzed = \$75.00 (Includes Work Orders "ON HOLD").		
15. Hard Copy Record Storage: \$1 /ATL Workorder / mo (after 60 days from sample receipt).		
16. Past due invoices over 90 days will revert to Current List Price + Monthly Interest of 0.833%.		
• 5035 EnCore Supplies (3 cartridges per sample): \$30 - Handle \$120.		
• 24-hr Composite Sampling Package: \$185		
• 5035 Preserved vials (3 vials + 1 syringe per sample): \$15 - Handle \$20.		
Samples are disposed 60 days from time of receipt; All hard copy records will be destroyed 60 days from date of report issuance.		

3275 Walnut Avenue, Signal Hill, CA 90755
 Questions: Call (800) 499-4388

www.atlglobal.com

EXHIBIT C
MONTHLY SUBCONTRACTOR MONITORING REPORT

Instructions: Please indicate the participation levels achieved for the month of _____.

Contract No. _____ Start Date _____ End Date _____

Committed SBE Participation Percentage _____

	Name of Subcontractor	Type of Work Performed	Certifications: * SBE/V/SBE/MBE/WBE/OBE/D/VBE	PROPOSED Original Proposed SBE Percentage	ACTUALS	
					Amount Paid to Date	Contract Amount Percentage
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

* Indicate all certifications held by each subcontractor