



**Request for Proposals for
On-Call Trash Removal Services**

September 6, 2022

**Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200, Long Beach, California 90806**

Alameda Corridor Transportation Authority

LETTER OF INVITATION

ATTENTION ALL PROPOSERS

On-Call Trash Cleanup Services

Date: September 6, 2022

Notice is hereby given that the Alameda Corridor Transportation Authority ("ACTA") is soliciting proposals ("Proposal") for On-Call Trash Cleanup Services. Interested firms are invited to submit a Proposal for the performance of the subject services. The process will be in strict accordance with this Request for Proposal ("RFP"). Instructions and forms to be used in preparing the Proposal are set forth in this RFP.

ACTA is seeking to establish an on-call pool of qualified vendors to assist ACTA with trash cleanup services for the next three years. ACTA intends to select vendors from the established pool to bid on performing trash cleanup from ACTA right-of-way or adjacent properties with services to include collecting trash and assorted debris in appropriate containers, hauling away the containers and disposing of the containers at appropriate disposal sites through payment of permit and tipping fees.

The schedule for this RFP will be as follows:

Request for Proposal Published	Tuesday, September 6, 2022
Questions Due	Thursday, September 15, 2022
Responses to Questions Posted	Thursday, September 22, 2022
Proposals Due on or before	Friday, September 30, 2022, 3pm PST

Please see Section X, Procedures for Submittal for further details.

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY



Kevin L. Scott
Chief Financial Officer

Alameda Corridor Transportation Authority

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Request for Proposal

On-Call Trash Cleanup Services

DEADLINE: Friday, September 30, 2022, 3:00 PM

I. INTRODUCTION

Brief Overview of the Project

The Alameda Corridor Transportation Authority (ACTA) is soliciting Proposals from vendors to provide On-Call Trash Cleanup Services within the Alameda Corridor's Right-of-Way and adjacent properties including collecting trash and assorted debris into appropriate containers, hauling away the containers and disposing of the trash and debris at appropriate disposal facilities through payment of permits and tipping fees.

Firms may be selected to establish an on-call pool of qualified vendors to assist ACTA with trash cleanup services. ACTA intends to subsequently call on vendors from the established pool to bid on performing trash cleanup from ACTA right-of-way or adjacent properties. The duration of the contract awarded through this Request for Proposal (RFP) process is expected to be three years from the date of execution of the Agreement. A sample agreement is provided in Exhibit A.

An award under this RFP does not constitute a guarantee of any set amount of work to be assigned. Specific work assignments will be made on an as-needed basis and by a Contract Task Order (CTO) or Directive.

Overview of the Alameda Corridor

The Alameda Corridor is in southern Los Angeles County, California, running from the ports of Long Beach and Los Angeles, northward for 20 miles to downtown Los Angeles, primarily along and adjacent to Alameda Street. The Corridor extends through or borders the cities of Vernon, Huntington Park, South Gate, Lynwood, Compton, Carson, Long Beach, Los Angeles, and the County of Los Angeles.

The Alameda Corridor was financed and built and is operated by ACTA, a joint powers authority formed by the cities of Long Beach and Los Angeles. ACTA's seven-member Governing Board includes two representatives from each port, a member of each City's city council, and a representative of the Los Angeles County Metropolitan Transportation Authority.

There are two Class 1 Railroads that exclusively operate on the Alameda Corridor: Union Pacific (UP) and BNSF Railway. The Railroads operating on the Alameda Corridor dispatch trains from the San Bernardino, California Joint Dispatch Center, and the Railroads' Police Departments provide security on the Alameda Corridor. The Ports own all the rail right-of-way upon which the Alameda Corridor is located. The rail right-of-way varies in width from 30 to 100 feet along the ACTA tracks.

The Alameda Corridor is comprised of three segments: the North End, the Mid-Corridor, and the South End. Trash cleanup services could include work in all these segments. Exhibit B contains drawings which show the Alameda Corridor and other significant features.

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The one mile long North End segment extends east of Santa Fe Avenue and is grade separated at Santa Fe Avenue, Washington Boulevard, and the BNSF/Amtrak/Metrolink line at Redondo Junction. The Railroads maintain all tracks, structures, and other facilities east of the Alameda Corridor.

The Mid-Corridor segment is in a ten-mile-long trench, which is 33 feet lower than the adjacent street surface. The trench is located between Santa Fe Avenue at the north and the Artesia Freeway (SR-91) at the south. The trench is about 33 feet deep and 51 feet wide. Thirty-two east-west streets cross above the trench via roadway bridges. In addition, two rail bridges cross the trench carrying the BNSF's Harbor Subdivision at Slauson Avenue and the UP (formerly SP) La Habra Branch at Randolph Street.

The nine-mile long South End segment is located south of SR-91 and ends on two branch lines: 1) Long Beach Lead ending several hundred feet east of Anaheim Street in Port of Long Beach (POLB); and 2) Terminal Island Approach ending at the north side of Cerritos Channel at the Badger Avenue. South of the SR-91 Freeway, the ACTA mainline tracks are at-grade, and most streets crossing the Alameda Corridor are raised above the tracks and Alameda Street.

II. OBJECTIVE

The objective of this Request for Proposal is to establish a pool (the "Pool") of qualified trash cleanup vendors for a three-year period. Once the Pool is established, ACTA will choose firms from the Pool to bid on meeting the needs of each specific trash cleanup during the three-year period.

Selected firms should expect to sign a contract and, after approval of the ACTA Governing Board, ACTA will execute contracts with successful vendors. Trash collection, hauling and disposal rates will be set by agreement at a per ton basis at the beginning of every contract year, providing a stipulation for annual rate adjustments based on the CPI, with additional consideration for changes in permits and disposal rates at appropriate disposal location(s).

III. SCOPE OF ON-CALL SERVICES

Along the twenty-mile right-of-way, there are some locations where ACTA maintains property adjacent to the tracks or at surface level above the trench (see Exhibit B). In these areas, trash and debris build-up may occur because of homeless encampments or illegal dumping.

The Alameda Corridor requires the services of qualified vendors to collect and remove a variety of trash, debris and large items and legally haul and dispose of these at a qualified waste disposal location, in accordance with all local, state and federal regulations.

The types of trash that may require removal include, but are not limited to:

- Household Trash;
- Furniture;
- Appliances;
- Building Materials;
- Automobile Parts
- Human Waste;
- Hypodermic Needles;
- Aerosol Cans; and
- Other items.

The qualified vendor(s) must be able to respond to ACTA's request for trash removal within an agreed upon time frame. Trash removal is expected to typically occur on weekdays, but there may be need for weekend work under special circumstances.

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IV. RFP PROCESS

The specific requirements, instructions to firms, and Proposal evaluation methodology are described in detail in this RFP. If your firm cannot agree to the requirements exactly as set forth in this RFP, please do not submit a Proposal. **Please read this RFP carefully and follow all instructions to ensure compliance with ACTA's requirements and requests for information.** Based on a review and evaluation of the information submitted, ACTA staff will recommend to the Governing Board the selection of vendors for the proposed Pool.

V. PROPOSAL EVALUATION / INTERVIEW

Firms submitting Proposals that, in ACTA's sole discretion, are determined to be incomplete and/or do not follow content and format guidelines may be disqualified without further consideration. The Proposals will be evaluated upon the criteria listed in Section X and Exhibit 4. To be considered qualified to perform the work, vendors must demonstrate knowledge and experience in similar work. Additionally, firms must have references that can attest to the quality of their past work.

ACTA may invite one or more firms to be interviewed by the evaluation panel as part of the overall Proposal evaluation process.

VI. PUBLIC RECORDS ACT

Proposers are advised that all documentation submitted in response to this RFP may become available to the public as a public record and may be released without further notification. Any information that the proposer considers confidential should not be submitted with the Proposal.

Respondents shall be liable for all costs incurred in the preparation and submittal of their Proposals, presentations, demonstrations, and agreement negotiations. Respondents shall not include these costs or expenses as a part of their Proposal.

VII. ADDITIONAL INFORMATION ABOUT ACTA

For further information regarding ACTA, please see website: <http://www.acta.org/>

VIII. FORM OF PROPOSAL

The Proposals shall be presented with the requested information and in compliance with the following. Failure to comply with these provisions may result in disqualification of a Proposal.

Format

To simplify the evaluation process, your response must be submitted in the format described in this RFP, both as to sequence and content. Each point of every item must be answered. The evaluation criteria will include the completeness and quality of responses. The typeface must be Arial 11-point with 1-inch margins. All electronic Proposals must be formatted to print in color on 8½" X 11" paper and be in a portable document format (PDF) file.

Page Limit

Responses are limited to a maximum of 18 pages (9 double-sided sheets if printed). Printed submittals shall be on standard 8½" x 11" non-color sheets of recycled paper. Supporting documentation in the Appendix will not count towards the page limit. Resumes, rates and fees, and the contract administrative documents may be submitted in the Appendix. The Small Business Enterprise Program document requested in Exhibit C of this RFP is a separate file that must be completed and submitted with the Proposal but will not count toward the page limit.

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IX. PROPOSAL CONTENT AND REQUIREMENTS

Cover Letter

Include a brief letter transmitting the Proposal and indicating the name, address, and telephone number of the person(s) authorized to sign for and make representations on behalf of the firm.

Table of Contents

Include a table of contents of the material presented in your Proposal showing the applicable page numbers.

Proposal Contents and Requested Information

The Proposal shall include the following information in the prescribed order and meeting the stated requirements.

a. Firm

Provide the business name of the firm, the name of the firm's owner, including mailing address, telephone number, and e-mail address. Please indicate if your firm is a Small Business Enterprise (SBE), Minority Owned Business (MBE), Woman Owned Business (WBE), or Disabled Veteran Business Enterprise (DVBE).

Provide a brief description of the firm including legal structure, headquarters location, and other locations.

b. Staffing

Provide a list of key staff, their role, years in the industry and years with the firm.

Further describe the experience of your key staff in resumes presented in an appendix.

c. Equipment

Describe equipment owned or that your firm has access to that will be used to collect, remove and dispose of trash.

d. Experience

Describe your firm's experience in trash cleanup services.

Describe your firm's experience working with local cities, government agencies or utilities.

Describe your understanding of current laws governing the handling of potentially hazardous materials and handling personal property in and around Homeless Encampments.

e. References

Provide at least three (3) references for whom your firm has provided similar trash cleanup services. Include the name, address, and telephone number for each reference. References should be related to the services and to the personnel described in this Proposal. Provide a brief description of the services provided for each reference, as well as the team members who were involved with the engagement.

f. Pricing

Provide pricing information to include hourly labor rates and equipment rates that will be billed for work under this contract. Include with your pricing quotes a statement that the firm shall comply with all California prevailing wage laws, where applicable, in performance of the services provided pursuant to this RFP.

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g. Self-Assessment

State the reasons why your firm is well qualified to serve in the Trash Cleanup Pool. Include information related to the following:

- Describe your firm's ability to respond to requests to cleanup as much as 15 to 20 tons of trash (mobilization time, trash collection time, type of equipment, permits/licenses needed, limitations).
- Describe the type and source of equipment available (e.g. rental, leased or owned by your firm).
- Describe certificates and licenses held by your firm, how those apply to trash cleanup, and any limitations your firm has in handling certain types of materials that might be encountered.
- Describe the disposal sites you would expect to deliver to and how you select a disposal facility.
- Provide an estimated cost to pick-up 10 Tons of household trash from an individual site along the Alameda Corridor, excluding any hazardous materials, and describe the lead time necessary to mobilize and where you would be mobilizing from.

h. Insurance and Small Business Enterprise (SBE) Certifications

Provide evidence of insurance in compliance with Exhibit A in the form of a statement or letter from your broker saying that insurance requirements can be met.

All firms shall indicate their status as OBE or SBE. SBE firms must provide evidence of certification in an appendix.

X. PROCEDURES FOR SUBMITTAL

Firms shall submit one electronic pdf file, including the Proposal and all required forms so that it is received by ACTA on or before 3:00 p.m. PDT on Friday, September 30, 2022.

Delivery By Email:	Trash_Cleanup@acta.org
Delivery By Mail or Courier:	Alameda Corridor Transportation Authority 3760 Kilroy Airport Way, Suite 200 Long Beach, California 90806 Reference: On-Call Trash Cleanup Services

All electronic submissions will receive an email confirmation of receipt from ACTA. It is the responsibility of proposing firms to confirm receipt if a reply email is not received following submission. The opening of Proposals will not be a public event. Proposers are solely responsible for the timeliness of their submittals. As such, Proposers are cautioned to budget adequate time to ensure that their Proposals are delivered at or before the deadline set forth above.

By submitting a Proposal, a firm certifies that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such Proposal shall not be considered by ACTA in connection with this RFP, unless ACTA provides a written request that you submit additional written materials. Absent such written request, firms are instructed to not submit to ACTA written or other materials outside of the Proposal, either in a subsequent interview or otherwise.

Questions regarding this RFP should be sent via email to Trash_Cleanup@acta.org. Any other contact or communication with ACTA personnel and/or Governing Board members related to this RFP, prior to the establishment of the Pool, is expressly prohibited.

Questions must be submitted by **Thursday September 15, 2022**. Responses will be posted on ACTA's website at <http://www.acta.org> by **Thursday, September 22, 2022**.

It is the responsibility of any proposers to review ACTA's website for any RFP revisions or answers to questions prior to submitting a Proposal to ensure their Proposal is complete and responsive.

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The right to reject any and all Proposals shall, in every case, be reserved, as shall the right to waive any informality when doing so would be to the advantage of ACTA. Please do not submit a Proposal if your firm is unable to comply with the contract requirements of ACTA, as set forth in this RFP, as well comply with all applicable laws, rules, and regulations. ACTA shall not be liable for any costs associated with your firm's preparation of its response to this RFP. Nothing in this RFP, the responses or ACTA's acceptances of any response, in whole or in part, shall obligate ACTA to complete negotiations with any firm. ACTA will not provide an engagement letter to any firm. ACTA reserves the right to end, in its sole discretion, negotiation with any firm at any time up to the consummation of a transaction arising from this RFP. ACTA reserves the right to conduct independent reviews in addition to the information submitted by a firm in its Proposal.

Proposers are advised that all documentation submitted in response to this RFP will be considered property of ACTA and will not be returned. Documents submitted may become available to the public as a public record and may be released without further notification. Any information that the proposer considers confidential should not be submitted with the Proposal.

XI. EVALUATION PROCESS AND SELECTION CRITERIA

All Proposals meeting the requirements of this RFP shall be reviewed and rated by an ACTA evaluation committee according to the following criteria:

- | | |
|------------------------|------------------------|
| • Firm Qualifications | 25% of potential score |
| • Staff Qualifications | 25% of potential score |
| • Team Experience | 25% of potential score |
| • Price | 15% of potential score |
| • Responsiveness | 10% of potential score |

Selected proposers may be contacted to arrange in-person or video interviews with the evaluation committee. Selection of the successful firms will be based on criteria listed in the RFP Selection Evaluation Form, Exhibit 4. ACTA does not anticipate holding a pre-proposal conference.

The evaluation committee will make the final recommendation for selecting firms to be in the Pool. All recommendations are subject to the approval of the Chief Executive Officer and the Governing Board of ACTA.

ACTA has an agency goal of at least 25% SBE participation. This procurement does not require a minimum SBE participation, however, ACTA asks that your SBE participation be targeted and tracked to assist in meeting our goal. SBE participation by your firm will not be considered in the evaluation process.

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RFP Exhibit – 1

SAMPLE AGREEMENT

Agreement No. _____

BETWEEN THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

AND _____

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 _____ a California Corporation, whose address is _____

WHEREAS, ACTA requires professional, On-Call services for handling and removal of non-hazardous Trash 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.

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."

2.1 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.

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- 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 Consultant's representative responsible for administering this Agreement, _____ ("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.
- 2.7 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

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profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

- 2.8 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.
- 2.9 Consultant shall promptly consider and implement, to his reasonable satisfaction, any written comments of ACTA's CEO.
- 2.10 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.
- 2.11 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.

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- 4.2 Commencing on the Agreement's effective date, this Agreement shall be in full force and effect until:
- a. _____; or
 - b. _____, 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 E.

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 _____ (\$_____). 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. _____, 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.

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(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/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.

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

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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 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.

- 8.1 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.

- 9.1 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

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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) **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

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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.

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"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 have 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\; 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

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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

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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

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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.

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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.

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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.

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

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Exhibit A

Scope of Work

Along the twenty-mile right-of-way, there are some locations where ACTA maintains property adjacent to the tracks or at surface level above the trench (see Exhibit B). In these areas, trash and debris build-up may occur because of homeless encampments or illegal dumping.

The Alameda Corridor requires the services of qualified vendors to collect and remove a variety of trash, debris and large items and legally haul and dispose of these at a qualified waste disposal location, in accordance with all local, state and federal regulations.

The types of trash that may require removal include, but are not limited to:

- Household Trash;
- Furniture;
- Appliances;
- Building Materials;
- Automobile Parts
- Human Waste;
- Hypodermic Needles;
- Aerosol Cans and other items.

The qualified consultant must be able to respond to ACTA's request for trash removal within an agreed upon time frame. Trash removal is expected to typically occur on weekdays, but there may be need for weekend work under special circumstances.

I. General

The Consultant shall support and perform all phases of on-site Trash Removal on or adjacent to railroad tracks and Joint Owned Port Property, on an as needed basis in the following categories:

A. Emergency Response

Emergency Response is the ability to respond to a request to remove trash 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.

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 trash request will usually be required during normal working hours.

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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:

Work with local law agencies, railroad police, Los Angeles County Homeless Services Agency (LAHSA) and their consultants in the removal of Persons Experiencing Homelessness (PEH) while removing trash.

II. Required Equipment

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

- Bobcats,
- Dump Trucks,
- Roll-off containers,
- Registered waste tire hauler.

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

- Roll-off bins and trailer;
- Backhoe,
- Pick-up Trucks

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.

A. 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.

B. Manifest Documents

The Consultant shall provide properly prepared manifest documents for waste to be transported to disposal or treatment facilities. Manifests will be for non-hazardous and hazardous waste, as required. Manifests will indicate source of material according to direction from ACTA.

The Consultant shall coordinate with an ACTA representative and disposal facilities to provide hazardous waste profiles and manifests to ACTA.

IV. Project Management

The Consultant shall work directly under the supervision of the ACTA CEO or their designee.

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.

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Exhibit B

Contract Task Order

(Date) (Consultant)

(Consultant address) (City, State, Zip)

Attention: (Project Manager) Subject: Agreement No. _____

Contract Task Order No.

Project Name

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

Task Services Authorized Amount

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

Consultant shall complete the work within _____ of its written Notice to Proceed.

calendar days from ACTA's transmittal

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:

Michael Leue, P.E.,
ACTA Chief Executive Officer
Date:

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Exhibit C

Exhibit C MONTHLY SUBCONTRACTOR MONITORING REPORT

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

Contract No. _____		Start Date _____		End Date _____	
Committed SBE Participation Percentage _____					
	Name of Subcontractor	Work Performed	Certifications: SBE/VBSE/MBE/WBSE/DBE/VBSE	PROPOSED Original Proposed SBE Percentage	ACTUALS Amount Paid This Month Amount Paid to Date Overall Contract Amount Percentage (Paid to Date)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

*Indicate all certifications held by each subcontractor

Rev. 05/13/2019

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Exhibit D

LIST OF RATES

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EXHIBIT E

Sample Invoice

Company Letterhead

Agreement No.:
TIN:

Invoice Number:
Date:
ACTA PM:

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

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

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

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

	Current Total
REIMBURSABLE EXPENSES:	
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

Alameda Corridor Transportation Authority

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.
 - a. Unless otherwise approved by ACTA, the SBE participation percentages shall apply to each approved task order.
 - b. The Consultant shall submit for review an SBE Monthly Report showing the recent and cumulative dollar value of payments to small businesses.
 - c. 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.
 - d. Nothing herein shall be construed to supersede or limit the requirements for Consultant substitutions provided in Section 4-100 et seq. of the California Public Contract Code.
 - e. 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.
3. 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 mispresenting 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.

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.

Alameda Corridor Transportation Authority

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 potential areas of work as described in 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.

PROPOSER'S NAME: _____

	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 Percentage for Each Firm
A				
A Total				
B				
B Total				
C				
C Total				
D				
D Total				
Average %: (A+B+C+D) / 4				

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

Alameda Corridor Transportation Authority

RFP Exhibit - 2

Corridor Map



**Alameda Corridor Transportation Authority
RFP Exhibit – 3**

SMALL BUSINESS ENTERPRISE PROGRAM

EXHIBIT

SMALL BUSINESS ENTERPRISE PROGRAM

The Alameda Corridor Transportation Authority ("ACTA") is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at ACTA. ACTA's Small Business Enterprise (SBE) Program was created to provide opportunities for small businesses to participate in professional service and construction contracts. It is the policy of ACTA to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows ACTA to target small business participation, including MBEs, WBEs, and DVBES, more effectively.

An overall ACTA goal of 25% SBE participation by total contract value and/or by total number of contracts awarded to SBE prime consultants or contractors has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work, and will be stated in the specific request for proposals or bids. Based on the work to be performed under this _____ Agreement, it has been determined that the percentage of small business participation will be ____% participation.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement, where required, and for reporting to ACTA. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs.

AFFIDAVIT OF COMPANY STATUS

Alameda Corridor Transportation Authority

Contractor Description Form

For the Prime Contractor and each Subcontractor, state the type of SBE certification claimed and, if available, return documentation with this form to ACTA evidencing the declared SBE certification.

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____
Contract Title: _____
Business Name: _____ Award Total: \$ _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
If claimed, state SBE certification type: _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
If claimed, state SBE certification type: _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
If claimed, state SBE certification type: _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

Alameda Corridor Transportation Authority

Exhibit

Small Business Enterprise (SBE) Participation Requirements

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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.

Alameda Corridor Transportation Authority

8. 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.

Alameda Corridor Transportation Authority

RFP Exhibit – 4

RFP SELECTION EVALUATION FORM

SCORING GUIDELINES:

Rater's Score: (Range 0-10) - 0=not included/non responsive; 2=Marginal Abilities, Serious Deficiencies; 4=Adequate with Minor Deficiencies; 6=Adequate, Standard-Acceptable; 8=Well Qualified; 10=Exceptionally Well Qualified.

Weighting Factor: The weighting factor provides a means of assigning importance to each criterion.

Weighted Score= For each criterion, the Rater's Score is multiplied by the Weighting Factor to obtain the Weighted Score. The Total Score = sum of all weighted scores.

Firm Name	Evaluated by	Date	Compiled by

CRITERIA TO BE RATED	RATER'S SCORE	WEIGHTING FACTOR	WEIGHTED SCORE	EVALUATOR COMMENTS
A. Firm Qualifications		25		
B. Staff Qualifications		25		
C. Team Experience		25		
D. Price		15		
E. Responsiveness		10		
		A+B+C+D+E= 100	Maximum points possible = 1000	
Total Score				