

AGREEMENT NO. C0902

BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND
OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a California Joint Powers Authority ("ACTA") acting by and through its Governing Board ("Board"), and OCEAN BLUE ENVIRONMENTAL SERVICES, INC., a California corporation, whose address is 425 Esther Street, Long Beach, California 98130 ("Consultant").

WHEREAS, ACTA requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist ACTA in removing trash and debris that accumulates along the Alameda Corridor ("Project"); 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

WHEREAS, ACTA does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Incorporation of Recitals

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

2. Services To Be Performed By Consultant

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

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

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

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

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

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

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

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

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

2.7 Consultant's representative responsible for administering this Agreement, Manny Ramirez ("Project Manager"), shall not be changed without ACTA's CEO's written approval. ACTA's CEO may, for any reason in his sole reasonable discretion,

require Consultant to substitute a new Project Manager. If ACTA requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the Project and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

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

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

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

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

2.12 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by ACTA's CEO. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in a 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 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 or his designee upon authorization of the Board.

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

- a. Three (3) years has lapsed from the effective date of this Agreement;
or
- b. ACTA's Board, in its sole discretion, terminates this Agreement pursuant to Section 6.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, ACTA shall pay Consultant and Consultant shall accept a sum not to exceed Fifty Thousand Dollars (\$50,000). The total sum payable under this Agreement shall be determined by 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 Directive.

a. Fixed Fee. Lump sum compensation for satisfactory performance as may be specified in a particular 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 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.

”
(signed)

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

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

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

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

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

5.8 If the term of this Agreement exceeds one (1) year and if the CEO so

consents in writing, Consultant may increase the rates set forth in Exhibit D after each twelve (12) months of service as long as such increases (a) are equal to or lower than the rates Consultant charges to other municipal or governmental entities and (b) represent an increase of no more than four percent (4%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit D shall be revised, replaced and renumbered as Exhibit "D-1," Exhibit "D-2," etc., as applicable.

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.

6.4 Pursuant to Section 5 of ACTA's Amended and Restated Joint Exercise of Powers Agreement, ACTA shall be restricted in its powers in the same manner as the City of Los Angeles is restricted in its exercise of similar powers. Therefore, this Agreement is subject to the provisions of the Los Angeles City Charter Section 320 which precludes ACTA from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

ACTA, its board, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefor. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been

made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

7. Recordkeeping and Audit Rights

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

7.2 During the term of this Agreement, ACTA may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to ACTA. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide ACTA at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by ACTA. ACTA's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to ACTA, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 7.2 shall constitute a material breach of this Agreement and shall entitle ACTA to withhold any payment due under this Agreement until such breach is cured.

8. Consultant Is An Independent Contractor

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

9. Indemnification

9.1 Indemnification. Except for the sole negligence or willful misconduct of ACTA, its Board or any of its officers, agents, employees, assigns and successors in interest, Consultant undertakes and agrees to defend, indemnify and hold harmless ACTA, its Board and any of its officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, arbitration proceedings, administrative proceedings, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by ACTA, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to ACTA under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States and the State of California.

9.2 Indemnification for Design Professional Services. To the fullest extent permitted by law (including without limitation, Section 2782.8 of the California Civil Code), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless ACTA, its Board and any of its officers, agents, employees, assigns, and successors in interest from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against ACTA, its Board, officers, agents, employees, assigns, or successors in interest that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or the acts or omissions of an officer, employee, agent or Subconsultant, excepting only liability resulting from the negligence or willful misconduct of ACTA.

10. Insurance

10.1 Insurance procured by Consultant on Behalf of Consultant

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

(a) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less

than Five Million Dollars (\$5,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that ACTA's CEO may permit a self-insured retention or self-insurance in those cases where, in his judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by ACTA shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision, a severability of interest clause and have the railroad exclusion deleted. 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

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 One Million Dollars (\$1,000,000) combined single limit for injury or death or property damage arising out of each accident or occurrence covering Consultant's services under this Agreement. Said limits shall provide first dollar coverage except that ACTA's CEO may permit a self-insured

retention or self-insurance in those cases where, in his judgment, such retention or self-insurance is justified by the net worth of Consultant. Consultant's pollution liability shall include coverage for losses caused by pollution conditions that arise from the operation of Consultant described under the scope of services of this Agreement and include: (a) on-site and off-site coverage for bodily injury, sickness, disease, mental anguish or shock sustained by a person, including death; (b) on-site and off-site property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) on-site and off-site defense including costs, charges and expenses incurred in the investigation adjustment or defense of claims for such compensatory damages.

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

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

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

10.2 Insurance Procured by Consultant on Behalf of ACTA

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and where Consultant is required to name ACTA, its Board, officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause ACTA to be named as an additional insured on all policies it procures in connection with this Section 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the Alameda Corridor Transportation Authority, its Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. C0902, 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 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, 411 West Ocean Boulevard, 9th Floor, Long Beach, California 90802, and 2) Office of the Los Angeles City Attorney, 425 S. Palos Verdes Street, San Pedro, California, 90731."

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

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to ACTA as set forth herein.

(d) Modification of Coverage

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

(e) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this

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

10.4 Accident Reports

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

11. Personal Services Agreement

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

12. Confidentiality

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

13. Affirmative Action

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

14. Small/Very Small Business Enterprise Program

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

15. Conflict of Interest

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

16. Compliance with Applicable Laws

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

17. Trademarks, Copyrights and Patents

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

18. Proprietary Information

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in

connection with this Agreement (collectively hereafter referred to as "property"), are owned by ACTA as soon as they are developed, whether in draft or final form. ACTA has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that ACTA at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for ACTA the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by ACTA, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the ACTA, its Board, officers, agents or employees, is not given in confidence. Accordingly, ACTA or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

19. Royalty-Free License

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

20. ACTA's Disclosure Obligations

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

21. Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, registered or certified mail, return receipt requested, and postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective

parties, notice to ACTA shall be addressed to its Chief Executive Officer, Alameda Corridor Transportation Authority, 3760 Kilroy Airport Way, Suite 200, Long Beach, California 90806, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. Construction of Agreement

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

23. Titles and Captions

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

24. Modification in Writing

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

25. Waiver

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

26. Governing Law/Venue

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

27. Severability

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, the validity of the remaining parts,

terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

28. Integrated Agreement

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

29. Exhibits; Sections

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

30. Counterparts and Electronic Signatures

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

The use of electronic signatures herein, or in any amendments to this Agreement, and any electronic records related to this Agreement (including, without limitation, any agreement or other record created, generated, sent, communicated, received, or stored by electronic means), shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

The words "execution," "signed," "signature," and words of like import in this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf" "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign or Acrobat Sign).

The parties agree that electronically signed and/or electronically transmitted signatures shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this Agreement.

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

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

OCEAN BLUE ENVIRONMENTAL
SERVICES, INC.

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

Rev. 12-30-22

EXHIBIT A

Scope of Work

The Alameda Corridor Transportation Authority (“ACTA”) has occasional need for the removal of trash and debris along the Alameda Corridor twenty-mile right-of-way, including locations where ACTA maintains property adjacent to the tracks or at surface level above the trench (see Attachment 1).

ACTA requires the services of Consultant 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

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

Consultant shall support and perform all phases of on-site trash removal on or adjacent to railroad tracks and Alameda Corridor Property, on an as needed basis.

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. 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 Alameda Corridor property that require removal.

1. Consultant shall have the ability to identify, package, and

transport the unidentified wastes deposited on Alameda Corridor properties (including on railroad tracks) or right-of-way for recycling, treatment, or disposal.

2. Response to these work requests will usually be required during normal working hours.

C. Waste Management

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

1. Response to these removal requests will usually be required during normal working hours.
2. 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. Collecting and removal of debris;
 - b. Consolidating and packaging of hazardous materials;
 - c. Isolating and packaging unidentified materials;
 - d. Characterizing and profiling of waste prior to disposal; and
 - e. Transporting waste for disposal.
4. 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 Consultant to coordinate with local law agencies, railroad police, Los Angeles County Homeless

Services Agency (LAHSA) and their teams in the collection and possible retention of materials related to Persons Experiencing Homelessness (PEH) while removing trash.

E. Required Equipment

Consultant shall have, or have immediate access to, the equipment necessary to perform emergency and non-emergency activities listed above in a professional and efficient manner.

II. Professional Requirements

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

A. Disposal and Transportation

1. Consultant shall haul materials to 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.
2. 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.
3. The Firm 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.
4. Consultant shall provide transportation of hazardous waste to a treatment, storage or disposal facility by a licensed and permitted hazardous waste transporter.
5. 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

1. Consultant shall provide 3 properly prepared non-hazardous and hazardous waste manifest documents for waste to be transported to disposal or treatment facilities.
2. On non-emergency or routine jobs, Consultant shall coordinate

with an ACTA representative and hazardous waste disposal or treatment facilities to provide hazardous waste profiles and manifests to ACTA.

III. Project Management

Consultant shall work directly under the supervision of ACTA.

IV. Project Deliverables

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, which will include at minimum: type and quantity of material, removal date/technique, disposal date and tipping receipt.

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

<u>Task Services</u>	<u>Authorized Amount</u>
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Consultant shall provide all required task, services, and deliverables in accordance with Exhibit A to Agreement No. _____.

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

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

Consultant acknowledges that the terms and conditions of Agreement No. _____ 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-_____.

Very truly yours,

Mike Leue
ACTA Chief Executive Officer

ACCEPTED:

(Consultant Name)

Date:

SAMPLE

Exhibit "C"

Form of Notice to Proceed

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

Attention: (Project Manager)

Subject: Agreement No. _____
Notice to Proceed – Contract Task Order No. ____
Project Name

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

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

Very truly yours,

Mike Leue
ACTA Chief Executive Officer

Enclosure: Contract Task No. ____



925 West Esther Street
 Long Beach, CA 90813
 Ph: (562) 624-4120
 Fx: (562) 624-4127

ACTA EFFECTIVE RATES

1. HAZARDOUS WASTE-TRAINED PERSONNEL

PROJECT MANAGER S/T	147.52	HOURLY
PROJECT MANAGER O/T	193.41	HOURLY
PROJECT MANAGER P/T	193.41	HOURLY
SUPERVISOR S/T	113.64	HOURLY
SUPERVISOR O/T	135.50	HOURLY
SUPERVISOR P/T	155.17	HOURLY
CHEMIST/INDUSTRIAL HYGIENIST S/T	226.19	HOURLY
CHEMIST/INDUSTRIAL HYGIENIST STRAIGHT O/T	258.98	HOURLY
CHEMIST/INDUSTRIAL HYGIENIST STRAIGHT P/T	258.98	HOURLY
LEAD TECHNICIAN S/T	78.68	HOURLY
LEAD TECHNICIAN O/T	114.74	HOURLY
LEAD TECHNICIAN P/T	149.70	HOURLY
EQUIPMENT OPERATOR S/T	75.40	HOURLY
EQUIPMENT OPERATOR O/T	113.64	HOURLY
EQUIPMENT OPERATOR P/T	145.33	HOURLY
TECHNICIAN S/T	71.03	HOURLY
TECHNICIAN O/T	100.53	HOURLY
TECHNICIAN P/T	131.13	HOURLY
ILWU TECH (INT. LONGSHORE & WHSE UNION) S/T	99.44	HOURLY
ILWU TECH (INT. LONGSHORE & WHSE UNION) O/T	148.61	HOURLY
ILWU TECH (INT. LONGSHORE & WHSE UNION) P/T	199.97	HOURLY

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	62.29	HOURLY
GEAR TRUCK W/ LIFTGATE	62.29	HOURLY
EMERGENCY RESPONSE UNIT - LARGE	289.57	HOURLY
EMERGENCY RESPONSE UNIT - SMALL	201.06	HOURLY
CREW VAN	54.64	HOURLY
BOB CAT W/SOLID TIRES	67.75	HOURLY
VACUUM TRAILER - 20 BBL	67.75	HOURLY
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	166.09	HOURLY
VACUUM TRUCK - 120 BBL*	190.13	HOURLY
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	215.27	HOURLY
AIR EXCAVATOR*	166.09	HOURLY
HYDRO EXCAVATOR*	308.15	HOURLY
OMNI VAC - 85 BBL*	308.15	HOURLY
JETTER / VACTOR COMBO UNIT*	308.15	HOURLY
ROLL-OFF TRUCK*	166.09	HOURLY
ROLL-OFF TRUCK AND TRAILER*	190.13	HOURLY
DUMP TRUCK - 10 WHEEL*	116.92	HOURLY
TRASH COMPACTOR*	231.66	HOURLY
25' BOX VAN*	116.92	HOURLY
45' BOX VAN*	135.50	HOURLY
45' FLAT BED*	135.50	HOURLY
25' EQUIPMENT TRAILER	43.71	HOURLY
STREET SWEEPER	109.27	HOURLY

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



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ACTA EFFECTIVE RATES

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	169.37	DAILY
6-PACK BREATHING AIR BOTTLES	339.84	DAILY
5-MINUTE EGRESS AIR BOTTLE	48.08	DAILY
TRIPOD W/DOUBLE WINCHES	303.78	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	43.71	DAILY
COPPUS BLOWER	245.86	DAILY
4-GAS AIR MONITOR	372.62	DAILY
PID METER	515.77	DAILY
MERCURY VAPOR ANALYZER	645.80	DAILY
OVA MONITOR	451.30	DAILY
PERSONAL 4 GAS METER	308.15	DAILY
ELECTRIC BLOWER	99.44	DAILY

4. TRAFFIC CONTROL

ARROW BOARD	276.46	DAILY
PORTABLE DECON STATION W/ARROWBOARD	369.34	DAILY
BARRICADES W/ REFLECTORS, EACH	40.43	DAILY
DELINEATOR/REFLECTIVE, EACH	2.19	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	19.67	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	3.28	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	45.89	DAILY

5. CLEANING EQUIPMENT

AIR COMPRESSOR	52.45	HOURLY
CHEMICAL DIAPHRAGM PUMP	387.92	DAILY
DECONTAMINATION STATION	264.44	DAILY
DIAPHRAGM PUMP	277.55	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	1.09	DAILY
LAYFLAT HOSE (PER FOOT)	1.09	DAILY
HYDROBLASTER	97.25	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	135.50	DAILY
STEAM MACHINE 1,000 PSI 22 GPM	87.42	HOURLY
STEAM MACHINE 3,500 PSI 6 GPM	75.40	HOURLY
ENGINE DRIVEN PUMPS	636.54	DAILY
PORTABLE TRASH PUMP	258.98	DAILY
SUBMERSIBLE PUMP	229.47	DAILY
AIR SCRUBBERS PORTABLE	215.27	DAILY
HEPA FILTERS FOR SCRUBBERS	160.63	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	245.86	DAILY
3 STALL DECONTAMINATION SHOWER	369.34	DAILY

6. PORTABLE STORAGE UNITS

20-YARD BIN, OPEN TOP	31.69	DAILY
20-YARD BIN, CLOSED TOP	38.25	DAILY
40-YARD BIN, OPEN TOP	31.69	DAILY
40-YARD BIN, CLOSED TOP	40.43	DAILY
4" TANK MANIFOLD	24.04	DAILY
BIN LINERS	65.56	EACH

7. OIL SPILL EQUIPMENT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	258.98	DAILY
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ACTA EFFECTIVE RATES

BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	193.41	DAILY
BOOM 8"x12" (DEPLOYED)	2.19	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	1.09	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	166.09	HOURLY
22' x 8' SELF POWERED BARGE	111.46	HOURLY
19' TOOL SPILL BOAT W/90HP	111.46	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	92.88	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	73.21	HOURLY
12' PUNTS	43.71	HOURLY
12' PUNTS W/ 5HP MOTOR	54.64	HOURLY
SPLASH ZONE 2-PART SEALER	203.25	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	18.58	DAILY
15 LBS ANCHORS W/ 10' CHAIN	13.11	DAILY
24" BOEYS	18.58	DAILY
EMERGENCY RESPONSE TRAILER	581.33	DAILY
ROPE MOP SKIMMER	193.41	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	258.98	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	78.68	HOURLY
SKIMMER TRAILER	258.98	DAILY
ABSORBENT BOOM TRAILER	193.41	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	337.65	DAILY
FORKLIFT TRAILER	122.39	DAILY
<u>8. MATERIALS</u>		
10 GALLON DOT DRUM, STEEL	62.29	EACH
15 GALLON DOT DRUM, POLY	62.29	EACH
16 GALLON DOT DRUM, STEEL	62.29	EACH
20 GALLON DOT DRUM, STEEL	65.56	EACH
30 GALLON DOT DRUM, POLY	65.56	EACH
30 GALLON DOT DRUM, STEEL	65.56	EACH
5 GALLON DOT DRUM	22.95	EACH
55 GALLON DOT DRUM, POLY	76.49	EACH
55 GALLON DOT DRUM, STEEL	75.40	EACH
55 GALLON DOT DRUM, BIO	49.17	EACH
85 GALLON DRUM, OVERPAK, STEEL	276.46	EACH
95 GALLON DRUM, OVERPAK, POLY	276.46	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	96.16	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	96.16	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	45.89	PER GALLON
BLEACH	5.46	PER GALLON
CHEMICAL POLY TOTES	398.85	EACH
CHLOR-D-TECT Q4000	22.95	EACH
CITRI-CLEAN, 55 GALLON	1032.63	PER DRUM
DIESEL FUEL (EQUIPMENT)	6.56	PER GALLON
DRUM LINER	3.28	EACH
DUCT TAPE	7.65	PER ROLL
FACE SHIELD	16.39	EACH
HAND AUGER	108.18	DAILY
HEPA VACUUM FILTER PROTECTORS	25.13	EACH



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ACTA EFFECTIVE RATES

HEPA VACUUM REPLACEMENT BAGS	25.13	EACH
OIL SORBENT POM POMS	71.03	PER BALE
PLASTIC BAGS	92.88	PER BOX
PLASTIC SHEETING	92.88	PER ROLL
RAGS, 50 LB BOX	84.14	PER BOX
ROPE 1/2 POLY, 100' ROLL	40.43	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	45.89	PER ROLL
SAMPLE JARS - 1QT	16.39	EACH
SAND BAGS	4.37	EACH
SHRINK WRAP	38.25	ROLL
SIMPLE GREEN	16.39	PER GALLON
SODA ASH	7.65	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	515.77	PER BALE
SORBENT BOOM, 8"x10"	67.75	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	111.46	PER BALE
SUPERFINE, 25 LB BAG	22.95	PER BAG
TRIWALL BOXES	193.41	EACH
VACTOR FLEX HOSE 4"	2.19	PER FOOT
VACTOR FLEX HOSE 6"	3.28	PER FOOT
<u>9. TOOLS AND OTHER EQUIPMENT</u>		
BIO-HAZARD "BLOOD" SPILL KIT	128.94	EACH
BOAT HOOKS 3'-9' TELESCOPING	8.74	DAILY
BOBCAT SWEEPER ATTACHMENT	273.18	DAILY
CHEST WADERS	76.49	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	184.67	DAILY
COM-A-LONG - 4000 LBS	7.65	DAILY
CUTTING TORCH	186.86	DAILY
DRUM SAMPLING ROD (GLASS)	8.74	EACH
DRUM VACUUM - 55 GALLON	148.61	DAILY
EXTENSION LADDER	16.39	DAILY
EYEWASH STATION	40.43	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTOR)	276.46	DAILY
FORK LIFT	273.18	DAILY
GENERATOR, 10KV TRAILER MOUNTED	43.71	HOURLY
GENERATOR, 5500 WATTS	154.07	DAILY
HAND TOOLS	65.56	DAILY
HAND WASHING STATION	62.29	DAILY
HAZ-CAT KIT	25.13	PER TEST
HEAVY DUTY JETTER NOZZLES	292.85	DAILY
HEPA VACUUM (DRY)	193.41	DAILY
HIP WADERS	65.56	DAILY
HUDSON SPRAYER	25.13	DAILY
JACK HAMMER 90 LBS	154.07	DAILY
LIFE JACKETS	19.67	DAILY
LIGHT STAND (2 BULBS)	45.89	DAILY
LIGHT TOWER (4 BULBS)	369.34	DAILY
MEALS ON SPILLS	8.74	EACH
MERCURY VACUUM	645.80	DAILY



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 Fx: (562) 624-4127

ACTA EFFECTIVE RATES

NON-SPARKING COLD CUTTER / RIVET BUSTER	122.39	DAILY
NON-SPARKING COLD CUTTER TIPS	38.25	EACH
PER DIEM ALLOWANCE ON TRAVEL	203.25	DAILY
PICKS "MINERS"	3.28	DAILY
PLUG & DIKE, 1 LB CAN	31.69	EACH
POLY SIPHON (POGO) PUMP	24.04	EACH
PORTABLE RESTROOM W/SINK	193.41	DAILY
PROFILING FEE (PER WASTE STREAM)	97.25	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	51.36	DAILY
SAWZALL	102.72	DAILY
SKIL SAW	45.89	DAILY
STEEL SPIKES, 36"	6.56	DAILY
TRANSFER HOSES, 1 - 4"	54.64	DAILY
TRUCK RAMPS (30,000 LBS)	369.34	DAILY
VAPOR TIGHT DROP LIGHTS	193.41	DAILY
VENTILATION FAN	148.61	DAILY
WATER METER	323.45	DAILY
WATER TANK TRAILER W/ PUMP	437.09	DAILY
DRUM DOLLY	30.60	DAILY
<u>10. PERSONAL PROTECTIVE EQUIPMENT (PPE)</u>		
LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	614.11	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	193.41	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	84.14	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	40.43	PER SET

EXHIBIT E

Company Letterhead

Agreement No.:
TIN:

Invoice Number:
Date:
ACTA PM:

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

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

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

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

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

REMIT PAYMENT TO: Company Name Address City, ST Zip
--

TOTAL AMOUNT NOW DUE: \$0.00

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

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

Consultant Representative Name

Date:
APPROVED AS TO SCOPE AND
AMOUNT OF WORK PERFORMED

ACTA PROJECT MANAGER

Exhibit F

**ALAMEDA CORRIDOR
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 _____

				PROPOSED	ACTUALS		
	Name of Subcontractor	Work Performed	Certifications:* SBE/VSBE/MBE/WBE/OBE/DVBE	Original Proposed SBE Percentage	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

EXHIBIT G

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 required small business participation will be 0%.**

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.

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: _____