

AGREEMENT NO. CO912  
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 (“Contractor”).

WHEREAS, ACTA requires, on a temporary and occasional basis, professional, scientific, expert and technical as-needed services for handling and removal of hazardous and non-hazardous waste found on property under the management and control of ACTA, with said services to be performed by full-service waste disposal companies for transportation, storage, recycling and disposal of such waste (“Project”); and

WHEREAS, Contractor 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 Contractor

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

2.2 Contractor’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

("Directive").

b. Contractor, 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 Contractor, 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 Contractor to commence performance of the services contemplated by such CTO.

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

2.5 Contractor, 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 Contractor, Contractor 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 Contractor's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Contractor, the acceptable completion of a Directive, and the amount of compensation due. Upon written notice from ACTA's CEO, Contractor shall assign replacement personnel and/or shall remedy any deficient services or work product to his reasonable satisfaction and at Contractor's sole cost and expense. Compliance with the requirements of this Section 2.6 is a condition to payment by ACTA of compensation to Contractor pursuant to this Agreement.

2.7 Contractor's representative responsible for administering this Agreement,

Justin Lee (“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 Contractor 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 Contractor’s sole cost and expense.

2.8 If the law requires Contractor, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Contractor shall perform such services with the degree of diligence, skill, judgment, and care applicable to Contractor’s profession (“professional standard”). Contractors 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, Contractor shall assign personnel, whether employees or Subcontractors, with the lowest applicable hourly rate who are fully competent to provide the services required. If Contractor 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, Contractor shall, nevertheless, invoice ACTA at the lower rate.

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

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

2.12 Contractor 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. Contractor’s failure to conform to the schedule set forth in a project Directive shall entitle ACTA to have services completed by others, shall obligate Contractor 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 Contractor. Contractor’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 Contractor’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 Contractor 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 Contractor 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 Contractor at the sole reasonable discretion of ACTA's CEO, specifying conditions Contractor must satisfy in connection with such access. Contractor 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 Contractor 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 July 1, 2023.

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. June 30, 2026; 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 Contractor and Contractor shall accept a sum not to exceed Fifty Thousand Dollars (\$50,000.00). The total sum payable under this Agreement shall be determined by Directives and Contractor 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 Contractor ("Expenses") are listed in Exhibit D. No markups or premiums shall be applied to services performed by Subcontractors 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. Contractor shall be paid based on the actual time expended in the performance of tasks using the applicable rates set forth in Exhibit D. Contractor will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit D state the maximum rates Contractor 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. Contractor 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, Contractor 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, Contractor shall bill as each milestone is completed, but not more often than once a month.

Contractor 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 Contractor employs Subcontractors under this Agreement, Contractor shall submit to ACTA, with each monthly invoice, a Monthly Subcontractor Monitoring Report Form (Exhibit F) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Contractor 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 Subcontractor utilization. Invoices will not be paid without a completed Monthly Subcontractor Monitoring Report Form.

5.6 Contractor shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Contractor 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 Contractor 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 Contractor 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 contractors 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, Contractor shall cease the performance of the Scope of Work. Contractor 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 Contractor accordingly.

6.3 If Board so terminates this Agreement, Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 therefor is approved by the Board within that 60-day period. The Contractor 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 Contractor 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. Contractor'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 Contractor 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 Contractor and Subcontractors 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 Contractor, Subcontractors or any individual or entity acting for or on behalf of Contractor or a Subcontractor, and (c) without regard to whether such writings have previously been provided to ACTA. Contractor shall be responsible for obtaining access to and providing writings of Subcontractors. Contractor shall provide ACTA at Contractor'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 Contractor's office or facilities which are engaged in the performance of the Scope of Work. Contractor shall, at no cost to ACTA, furnish reasonable facilities and assistance for such review and audit. Contractor'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. Contractor Is An Independent Contractor

Contractor, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of ACTA. Contractor 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, Contractor 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 Contractor'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 Contractor 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 Contractor on Behalf of Contractor

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, Contractor 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 Contractor'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 Contractor. The retention or self-insurance provided shall provide that any other insurance maintained by ACTA shall be excess of Contractor'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 Contractor's normal limits of liability but not less than Five Million Dollars (\$5,000,000) 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

Contractor 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 Contractor 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. Contractor 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 Contractor, and for all employees of any subcontractor or other vendor retained by Contractor.

(d) Ocean Marine Liability

Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connections with Contractor's operations. The cost of the insurance shall be borne by Contractor. The coverage shall be written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available). Coverage shall include, but not be limited to:

- (i) Hull and machinery coverage up to the value of the vessel(s);
- (ii) Protection and Indemnity coverage with combined single limits of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another, and Jones Act risks or equivalent thereto internationally.
- (iii) Ship repairers legal liability to cover loss, damage or expenses to any property temporarily in the Contractor's care, custody or control.

Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall name ACTA, its Board, officers, agents, and employees as Primary additional insureds.

(e) Pollution Liability Insurance or Environmental Impairment Liability

Contractor 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 Contractor's normal limits of liability but not less than Five Million Dollars (\$5,000,000) combined single limit for injury or death or property damage arising out of each accident or occurrence covering Contractor'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 Contractor. Contractor's pollution liability shall include coverage for losses caused by pollution conditions that arise from the operation of Contractor 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 Contractor 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 Contractor'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 Contractor, 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 Contractor 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 Contractor is required to name ACTA, its Board, officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Contractor shall cause ACTA to be named as an additional insured on all policies it procures in connection with this Section 10. Contractor 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. \_\_\_\_\_, 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, 9<sup>th</sup> 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 Contractor in connection with this Section 10 shall include the following features:

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

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

Upon request by ACTA, Contractor 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 Contractor 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, Contractor 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 Contractor.

(e) Renewal of Policies

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

(f) Limits of Coverage

If Contractor maintains higher limits than the minimums required by this Agreement, ACTA requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ACTA.

10.4 Accident Reports

Contractor 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 Contractor'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 Contractor, its officers or managing agents.

11. Personal Services Agreement

Contractor 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 Contractor may permit Subcontractor(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subcontractors whom Contractor utilizes, however, shall be deemed to be its agents. Subcontractors' performance of the Scope of Work shall not be deemed to release Contractor from its obligations under this Agreement or to impose any obligation on ACTA to such Subcontractor(s) or give the Subcontractor(s) any rights against ACTA.

12. Confidentiality

Contractor 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 Contractor relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Contractor 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, Contractor is required to safeguard such information from access by unauthorized personnel.

13. Affirmative Action

Contractor 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. Contractor 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

Contractor'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

Contractor 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 Contractor has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Contractor 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 Contractor 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. Contractor 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. Contractor 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 Contractor or one of its employees, or its Subcontractor or the Subcontractor's employees, in which case such right shall be obtained without additional compensation. Whether or not Contractor'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 Contractor, its Subcontractors 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 Contractor, its officers, agents, employees, or Subcontractors, 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, Contractor, 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 Contractor, 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

Contractor 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 Contractor 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 ACTA.

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  
DAWN MCINTOSH, Long Beach City Attorney

By \_\_\_\_\_  
Thomas Y. Oh, Deputy  
ACTA Co-General Counsel

**Exhibit A**  
**Scope of Work**

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

I. **General**

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

A. **Emergency Response**

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

B. **Unidentified Waste**

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

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

C. **Waste Management**

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

1. Response to this waste stream will usually be required during normal working hours.

2. The Contractor 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. Removing and excavating 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 this contract, regulated and/or hazardous materials include, but are not limited to:
  - a. Asbestos, crude oil and petroleum products, including fuel oil, mineral oil, gasoline, diesel;
  - b. Corrosive liquids, including acid, and alkaline solutions;
  - c. Polychlorinated Biphenyls (PCBs) and PCB-contaminated materials;
  - d. Mercury, lead, and other metals;
  - e. Waste tires;
  - f. Treated wood;
  - g. Bio-hazard waste;
  - h. Sewage; and
  - i. Other environmental regulated media.

#### D. Miscellaneous Services

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

- Management and disposal of both hazardous and non-hazardous wastes generated by ACTA's maintenance operations and construction projects;
- Abatement of lead-based paint and asbestos-containing materials in/on structures operated and maintained by ACTA;
- Removal and/or cleaning of materials contaminated by biological wastes;
- Storm drain or other storm water drainage system cleaning and maintenance including the use of remote camera equipment to verify conditions;
- Pressure-washing/steam cleaning; and
- Assist ACTA staff on projects that involve confined space.

#### II. Required Equipment

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

- Black iron vacuum trucks steel – 35 BBL to 70 BBL, and/or 90 to 120 BBL;

- Emergency response unit – Level B;
- Blood & Bio cleanup; and
- Registered waste tire hauler.

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

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

### III. General Requirements

The Contractor shall perform all tasks in accordance with all applicable local, state, and federal regulations. Contractors must also perform activities in compliance with all appropriate elements of ACTA's policies and programs.

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

#### A. Laboratory Services

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

#### B. Disposal and Transportation

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

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

#### C. Manifest Documents

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

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

#### IV. Project Management

The Contractor will work directly under the supervision of the ACTA Environmental Manager.

#### V. Project Deliverables

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

**Exhibit "B"**

**Contract Task Order**

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

Attention: (Project Manager)

Subject: Agreement No. \_\_\_\_\_  
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. \_\_\_\_

# EXHIBIT D

## **7/1/2023 - 6/30/2026 PREFERRED RATES FOR: ALAMEDA CORRIDOR TRANSIT AUTHORITY**

### DEFINITIONS

Straight Time (S/T): Monday through Friday, from 8:00 AM to 5:00 PM

Overtime (O/T): Monday through Friday, before 8:00 AM and after 5:00 PM,  
and all day on Saturdays

Premium Time (P/T): Sundays, Following Holidays

### HOLIDAYS OBSERVED

New Year's Day

Martin Luther King, Jr.'s Birthday

Veterans Day

Fourth of July

Day after Thanksgiving

Christmas Day

Labor Day

Presidents Day

Memorial Day

Thanksgiving Day

Columbus Day

### MINIMUM CHARGES

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

### DISPOSAL AND OUTSIDE COSTS

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

### PAYMENT TERMS

All terms are set forth in Section 5 of the Agreement.

**ACTA EFFECTIVE RATES**

	<b>7/1/23 - 6/30/24</b>	<b>7/1/24 - 6/30/25</b>	<b>7/1/25 - 6/30/26</b>	
<b><u>1. HAZARDOUS WASTE-TRAINED PERSONNEL</u></b>				
PROJECT MANAGER S/T	130.12	136.63	143.46	HOURLY
PROJECT MANAGER O/T	171.41	179.98	188.98	HOURLY
PROJECT MANAGER P/T	171.41	179.98	188.98	HOURLY
SUPERVISOR S/T	100.17	105.18	110.44	HOURLY
SUPERVISOR O/T	119.78	125.77	132.06	HOURLY
SUPERVISOR P/T	136.31	143.13	150.29	HOURLY
CHEMIST/INDUSTRIAL HYGIENIST S/T	199.30	209.27	219.73	HOURLY
CHEMIST/INDUSTRIAL HYGIENIST STRAIGHT O/T	228.21	239.62	251.60	HOURLY
CHEMIST/INDUSTRIAL HYGIENIST STRAIGHT P/T	228.21	239.62	251.60	HOURLY
LEAD TECHNICIAN S/T	70.21	73.72	77.41	HOURLY
LEAD TECHNICIAN O/T	101.20	106.26	111.57	HOURLY
LEAD TECHNICIAN P/T	132.17	138.78	145.72	HOURLY
EQUIPMENT OPERATOR S/T	67.12	70.48	74.00	HOURLY
EQUIPMENT OPERATOR O/T	100.17	105.18	110.44	HOURLY
EQUIPMENT OPERATOR P/T	128.05	134.45	141.17	HOURLY
TECHNICIAN S/T	62.99	66.14	69.45	HOURLY
TECHNICIAN O/T	88.81	93.25	97.91	HOURLY
TECHNICIAN P/T	115.66	121.44	127.51	HOURLY
ILWU TECH (INT. LONGSHORE & WHSE UNION) S/T	87.77	92.16	96.77	HOURLY
ILWU TECH (INT. LONGSHORE & WHSE UNION) O/T	131.15	137.71	144.60	HOURLY
ILWU TECH (INT. LONGSHORE & WHSE UNION) P/T	175.55	184.33	193.55	HOURLY

**2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEH**

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	54.73	57.47	60.34	HOURLY
GEAR TRUCK W/ LIFTGATE	54.73	57.47	60.34	HOURLY
EMERGENCY RESPONSE UNIT - LARGE	256.10	268.91	282.36	HOURLY
EMERGENCY RESPONSE UNIT - SMALL	176.58	185.41	194.68	HOURLY
CREW VAN	48.53	50.96	53.51	HOURLY
BOB CAT W/SOLID TIRES	59.89	62.88	66.02	HOURLY
VACUUM TRAILER - 20 BBL	59.89	62.88	66.02	HOURLY
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	146.63	153.96	161.66	HOURLY
VACUUM TRUCK - 120 BBL*	168.32	176.74	185.58	HOURLY
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	190.01	199.51	209.49	HOURLY
AIR EXCAVATOR*	146.63	153.96	161.66	HOURLY
HYDRO EXCAVATOR*	271.58	285.16	299.42	HOURLY
OMNI VAC - 85 BBL*	271.58	285.16	299.42	HOURLY
JETTER / VACTOR COMBO UNIT*	271.58	285.16	299.42	HOURLY
ROLL-OFF TRUCK*	146.63	153.96	161.66	HOURLY
ROLL-OFF TRUCK AND TRAILER*	168.32	176.74	185.58	HOURLY
DUMP TRUCK - 10 WHEEL*	103.27	108.43	113.85	HOURLY
TRASH COMPACTOR*	146.63	153.96	161.66	HOURLY
25' BOX VAN*	103.27	108.43	113.85	HOURLY
45' BOX VAN*	119.78	125.77	132.06	HOURLY
45' FLAT BED*	119.78	125.77	132.06	HOURLY
25' EQUIPMENT TRAILER	38.21	40.12	42.13	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.

**ACTA EFFECTIVE RATES**

	<b>7/1/23 - 6/30/24</b>	<b>7/1/24 - 6/30/25</b>	<b>7/1/25 - 6/30/26</b>	
<b><u>3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT</u></b>				
SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	149.73	157.22	165.08	DAILY
6-PACK BREATHING AIR BOTTLES	299.46	314.43	330.15	DAILY
5-MINUTE EGRESS AIR BOTTLE	42.34	44.46	46.68	DAILY
TRIPOD W/DOUBLE WINCHES	268.49	281.91	296.01	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	38.21	40.12	42.13	DAILY
COPPUS BLOWER	216.86	227.70	239.09	DAILY
4-GAS AIR MONITOR	328.38	344.80	362.04	DAILY
PID METER	455.39	478.16	502.07	DAILY
MERCURY VAPOR ANALYZER	568.97	597.42	627.29	DAILY
OVA MONITOR	398.59	418.52	439.45	DAILY
PERSONAL 4 GAS METER	271.58	285.16	299.42	DAILY
ELECTRIC BLOWER	70.21	73.72	77.41	DAILY
<b><u>4. TRAFFIC CONTROL</u></b>				
ARROW BOARD	243.71	255.90	268.70	DAILY
PORTABLE DECON STATION W/ARROWBOARD	325.28	341.54	358.62	DAILY
BARRICADES W/ REFLECTORS, EACH	35.11	36.87	38.71	DAILY
DELINEATOR/REFLECTIVE, EACH	2.07	2.17	2.28	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	17.56	18.44	19.36	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	3.10	3.26	3.42	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	40.27	42.28	44.39	DAILY
<b><u>5. CLEANING EQUIPMENT</u></b>				
AIR COMPRESSOR	46.47	48.79	51.23	HOURLY
CHEMICAL DIAPHRAGM PUMP	341.80	358.89	376.83	DAILY
DECONTAMINATION STATION	233.37	245.04	257.29	DAILY
DIAPHRAGM PUMP	244.73	256.97	269.82	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	85.71	90.00	94.50	DAILY
STEAM MACHINE 1,000 PSI 22 GPM	76.42	80.24	84.25	HOURLY
STEAM MACHINE 3,500 PSI 6 GPM	67.12	70.48	74.00	HOURLY
PORTABLE TRASH PUMP	228.21	239.62	251.60	DAILY
AIR SCRUBBERS PORTABLE	190.01	199.51	209.49	DAILY
HEPA FILTERS FOR SCRUBBERS	141.47	148.54	155.97	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	216.86	227.70	239.09	DAILY
3 STALL DECONTAMINATION SHOWER	325.28	341.54	358.62	DAILY
<b><u>6. PORTABLE STORAGE UNITS</u></b>				
20-YARD BIN, OPEN TOP	27.88	29.27	30.73	DAILY
20-YARD BIN, CLOSED TOP	33.04	34.69	36.42	DAILY
40-YARD BIN, OPEN TOP	27.88	29.27	30.73	DAILY
40-YARD BIN, CLOSED TOP	35.11	36.87	38.71	DAILY
4" TANK MANIFOLD	21.68	22.76	23.90	DAILY
BIN LINERS	57.82	60.71	63.75	EACH
<b><u>7. OIL SPILL EQUIPMENT</u></b>				
20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	228.21	239.62	251.60	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	171.41	179.98	188.98	DAILY
BOOM 8"x12" (DEPLOYED)	2.07	2.17	2.28	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	1.03	1.08	1.13	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	146.63	153.96	161.66	HOURLY

**ACTA EFFECTIVE RATES**

	<b>7/1/23 - 6/30/24</b>	<b>7/1/24 - 6/30/25</b>	<b>7/1/25 - 6/30/26</b>	
22' x 8' SELF POWERED BARGE	98.10	103.01	108.16	HOURLY
19' TOOL SPILL BOAT W/90HP	98.10	103.01	108.16	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	81.57	85.65	89.93	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	65.06	68.31	71.73	HOURLY
12' PUNTS	38.21	40.12	42.13	HOURLY
12' PUNTS W/ 5HP MOTOR	48.53	50.96	53.51	HOURLY
SPLASH ZONE 2-PART SEALER	178.65	187.58	196.96	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	16.53	17.36	18.23	DAILY
15 LBS ANCHORS W/ 10' CHAIN	11.36	11.93	12.53	DAILY
24" BOEYS	16.53	17.36	18.23	DAILY
EMERGENCY RESPONSE TRAILER	513.22	538.88	565.82	DAILY
ROPE MOP SKIMMER	171.41	179.98	188.98	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	228.21	239.62	251.60	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	70.21	73.72	77.41	HOURLY
SKIMMER TRAILER	228.21	239.62	251.60	DAILY
ABSORBENT BOOM TRAILER	171.41	179.98	188.98	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	298.43	313.35	329.02	DAILY
FORKLIFT TRAILER	108.42	113.84	119.53	DAILY
<b><u>8. MATERIALS</u></b>				
10 GALLON DOT DRUM, STEEL	54.73	57.47	60.34	EACH
15 GALLON DOT DRUM, POLY	54.73	57.47	60.34	EACH
16 GALLON DOT DRUM, STEEL	54.73	57.47	60.34	EACH
20 GALLON DOT DRUM, STEEL	57.82	60.71	63.75	EACH
30 GALLON DOT DRUM, POLY	57.82	60.71	63.75	EACH
30 GALLON DOT DRUM, STEEL	57.82	60.71	63.75	EACH
5 GALLON DOT DRUM	20.65	21.68	22.76	EACH
55 GALLON DOT DRUM, POLY	68.16	71.57	75.15	EACH
55 GALLON DOT DRUM, STEEL	67.12	70.48	74.00	EACH
55 GALLON DOT DRUM, BIO	43.38	45.55	47.83	EACH
85 GALLON DRUM, OVERPAK, STEEL	243.71	255.90	268.70	EACH
95 GALLON DRUM, OVERPAK, POLY	243.71	255.90	268.70	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	21.68	22.76	23.90	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	21.68	22.76	23.90	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	40.27	42.28	44.39	PER GALLON
BLEACH	5.17	5.43	5.70	PER GALLON
CHEMICAL POLY TOTES	352.13	369.74	388.23	EACH
CHLOR-D-TECT Q4000	20.65	21.68	22.76	EACH
CITRI-CLEAN, 55 GALLON	910.78	956.32	1004.14	PER DRUM
DIESEL FUEL (EQUIPMENT)	5.17	5.43	5.70	PER GALLON
DRUM LINER	3.10	3.26	3.42	EACH
DUCT TAPE	7.22	7.58	7.96	PER ROLL
EAR PLUGS 200/BOX	113.59	119.27	125.23	EACH
FACE SHIELD	14.46	15.18	15.94	DAILY
HAND AUGER	95.00	99.75	104.74	EACH
HEPA VACUUM FILTER PROTECTORS	22.72	23.86	25.05	EACH
HEPA VACUUM REPLACEMENT BAGS	22.72	23.86	25.05	PER BALE
OIL SORBENT POM POMS	62.99	66.14	69.45	PER BOX

**ACTA EFFECTIVE RATES**

	<b>7/1/23 - 6/30/24</b>	<b>7/1/24 - 6/30/25</b>	<b>7/1/25 - 6/30/26</b>	
PLASTIC BAGS	81.57	85.65	89.93	PER ROLL
PLASTIC SHEETING	81.57	85.65	89.93	PER BOX
RAGS, 50 LB BOX	73.32	76.99	80.84	PER ROLL
ROPE 1/2 POLY, 100' ROLL	35.11	36.87	38.71	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	40.27	42.28	44.39	EACH
SAMPLE JARS - 1QT	14.46	15.18	15.94	EACH
SAND BAGS	4.13	4.34	4.56	ROLL
SHRINK WRAP	33.04	34.69	36.42	PER GALLON
SIMPLE GREEN	14.46	15.18	15.94	PER GALLON
SODA ASH	7.22	7.58	7.96	PER BALE
SORBENT BOOM W/ JELLING MATERIAL	455.39	478.16	502.07	EACH
SORBENT BOOM, 8"x10"	59.89	62.88	66.02	PER BALE
SORBENT PADS 18"x18"x1/4" (200/BALE)	98.10	103.01	108.16	PER BAG
SUPERFINE, 25 LB BAG	20.65	21.68	22.76	EACH
TRIWALL BOXES	171.41	179.98	188.98	PER FOOT
VACTOR FLEX HOSE 4"	2.07	2.17	2.28	PER FOOT
VACTOR FLEX HOSE 6"	3.10	3.26	3.42	PER FOOT
<b><u>9. TOOLS AND OTHER EQUIPMENT</u></b>				
BIO-HAZARD "BLOOD" SPILL KIT	113.59	119.27	125.23	EACH
BOAT HOOKS 3'-9' TELESCOPING	8.26	8.67	9.10	DAILY
BOBCAT SWEEPER ATTACHMENT	163.16	171.32	179.89	DAILY
CHEST WADERS	68.16	71.57	75.15	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	163.16	171.32	179.89	DAILY
COM-A-LONG - 4000 LBS	7.22	7.58	7.96	DAILY
CUTTING TORCH	165.22	173.48	182.15	DAILY
DRUM SAMPLING ROD (GLASS)	8.26	8.67	9.10	EACH
DRUM VACUUM - 55 GALLON	131.15	137.71	144.60	DAILY
EXTENSION LADDER	14.46	15.18	15.94	DAILY
EYEWASH STATION	35.11	36.87	38.71	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTOR)	243.71	255.90	268.70	DAILY
FORK LIFT	210.65	221.18	232.24	DAILY
GENERATOR, 10KV TRAILER MOUNTED	38.21	40.12	42.13	HOURLY
GENERATOR, 5500 WATTS	135.27	142.03	149.13	DAILY
HAND TOOLS	57.82	60.71	63.75	DAILY
HAND WASHING STATION	54.73	57.47	60.34	DAILY
HAZ-CAT KIT	22.72	23.86	25.05	PER TEST
HEAVY DUTY JETTER NOZZLES	25.82	27.11	28.47	DAILY
HEPA VACUUM (DRY)	171.41	179.98	188.98	DAILY
HIP WADERS	57.82	60.71	63.75	DAILY
HUDSON SPRAYER	22.72	23.86	25.05	DAILY
JACK HAMMER 90 LBS	135.27	142.03	149.13	DAILY
LIFE JACKETS	17.56	18.44	19.36	DAILY
LIGHT STAND (2 BULBS)	40.27	42.28	44.39	DAILY
LIGHT TOWER (4 BULBS)	325.28	341.54	358.62	DAILY
MEALS ON SPILLS	8.26	8.67	9.10	EACH
MERCURY VACUUM	568.97	597.42	627.29	DAILY
NON-SPARKING COLD CUTTER / RIVET BUSTER	108.42	113.84	119.53	DAILY

**ACTA EFFECTIVE RATES**

	<b>7/1/23 - 6/30/24</b>	<b>7/1/24 - 6/30/25</b>	<b>7/1/25 - 6/30/26</b>	
NON-SPARKING COLD CUTTER TIPS	33.04	34.69	36.42	EACH
PER DIEM ALLOWANCE ON TRAVEL	178.65	187.58	196.96	DAILY
PICKS "MINERS"	3.10	3.26	3.42	DAILY
PLUG & DIKE, 1 LB CAN	27.88	29.27	30.73	EACH
POLY SIPHON (POGO) PUMP	21.68	22.76	23.90	EACH
PORTABLE RESTROOM W/SINK	171.41	179.98	188.98	DAILY
PROFILING FEE (PER WASTE STREAM)	85.71	90.00	94.50	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	45.43	47.70	50.09	DAILY
SAWZALL	90.87	95.41	100.18	DAILY
SKIL SAW	40.27	42.28	44.39	DAILY
STEEL SPIKES, 36"	6.20	6.51	6.84	DAILY
TRANSFER HOSES, 1 - 4"	325.28	341.54	358.62	DAILY
STEEL SPIKES, 36"	6.20	6.51	6.84	DAILY
TRUCK RAMPS (30,000 LBS)	171.41	179.98	188.98	DAILY
VAPOR TIGHT DROP LIGHTS	131.15	137.71	144.60	DAILY
VENTILATION FAN	285.00	299.25	314.21	DAILY
WATER METER	385.17	404.43	424.65	DAILY
WATER TANK TRAILER W/ PUMP	26.85	28.19	29.60	DAILY
DRUM DOLLY	32.13	33.74	35.43	
<b><u>10. PERSONAL PROTECTIVE EQUIPMENT (PPE)</u></b>				
LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	542.13	569.24	597.70	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSULATED SUIT, BUT NOT GAS TIGHT W/SCBA	171.41	179.98	188.98	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	73.32	76.99	80.84	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	35.11	36.87	38.71	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
<b>Total Labor Cost:</b>				\$0.00

SUBCONSULTANT:	Activity	Current Total
Name of Subconsultant	Work Performed	\$0.00
"		\$0.00
"		\$0.00
"		\$0.00
<b>Total Subconsultant Cost:</b>		\$0.00

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

## AFFIDAVIT OF COMPANY STATUS

“The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Contractor Description Form** is true and correct and include all material information necessary to identify and explain the operations of

---

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to ACTA, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement.”

**Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE    VSBE    MBE    WBE    DVBE    OBE

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date Signed \_\_\_\_\_

### NOTARY

<p><b>STATE OF CALIFORNIA    )</b>   <b>) ss</b> <b>COUNTY OF LOS ANGELES )</b></p>          <p style="text-align: center;">Place Notary Seal and/or Stamp Above</p>	<p>Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__ by</p> <p>(1) _____   Name of Signer (1)</p> <p>Who proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)</p> <p style="text-align: center;">(and)</p> <p>(2) _____   Name of Signer (2)</p> <p>Who proved to me on the basis of satisfactory evidence to be the person who appeared before me.)</p> <p>Signature _____</p>
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## 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: \_\_\_\_\_