

AGREEMENT NO. C0913

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND
NRC 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 NRC ENVIRONMENTAL SERVICES, INC., a Washington corporation, whose address is 3777 Long Beach Boulevard, Suite 100, Long Beach, California 90807 ("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,

Aaron Smith ("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, 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 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

NRC 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>
----------------------	--------------------------

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



**REPUBLIC
SERVICES**



US ecology



NRC

RATE SCHEDULE

CONTENTS	
Personnel	
Field Personnel	1
Professional / Administration	1
Special Operations	1
Equipment	
Boom and Accessories	1
Recovery Vessels	2
Portable Recovery	2
Temporary Storage	3
Support Vessels	3
Excavation	3
Trailers	4
Trucks	4
Vacuum Trucks/Trailers	4
Vehicles	5
Blowers/Compressors	5
Pressure Washers	5
Pumps	5
Hoses/Pipes/Fittings	6
Support	6
Communications	8
Safety	8
Dispersants / Aircraft	9
Materials	
Bags/Sheeting	9
Cleaners	9
Containers	10
Safety	10
Sorbents	11
Miscellaneous	11
Special Operations Equipment and Materials	
Response Units	12
Power Packs & Compressors	13
Pumps	13
Hoses	13
Fire Fighting	13
Miscellaneous	14
Materials	14
Terms and Conditions	
General	T1
Personnel	T1
Equipment	T2
Materials	T2

24-HOUR RESPONSE - 800.899.4672



REPUBLIC
SERVICES



Item	Description	Unit	Rate
PERSONNEL			
Field Personnel			
IC	Incident Commander	Hour	\$250
RM	Emergency Response Manager	Hour	\$225
SP	Senior Project Manager	Hour	\$180
PM	Project Manager	Hour	\$155
LO	Licensed Vessel Operator	Hour	\$150
TM	Tankerman / PIC	Hour	\$125
SU	Superintendent	Hour	\$125
AM	Assistant Project Manager (Operations, Planning, Logistics, Finance)	Hour	\$125
PS	Project Scientist / Field Chemist	Hour	\$150
FS	Field Supervisor	Hour	\$125
BT	Bio-Hazard Field Technician	Hour	\$125
SM	Support Manager (Purchasing, Communications, Transportation, Decon)	Hour	\$120
VO	Vessel Operator	Hour	\$115
MC	Mechanic / Welder	Hour	\$100
EO	Equipment Operator	Hour	\$100
SF	Site Foreman	Hour	\$100
MT	Marine Technician	Hour	\$100
DR	Driver (Commercial)	Hour	\$100
RT	Confined Space / Rescue Technician	Hour	\$100
DH	Deckhand	Hour	\$85
TE	Technician, Emergency Response (Hazwoper)	Hour	\$85
ST	Laborer	Hour	\$70
RC	Resource Coordinator (Dispatch, Warehouse, Logistics)	Hour	\$85
Professional/Administration			
SRSA	Subcontracted Response Services Administration	Each	\$350
CH	Certified Industrial Hygienist	Hour	\$275
TR	Trainer	Hour	\$170
HS	Health & Safety	Hour	\$165
IS	Information Systems Technician	Hour	\$130
SA	Senior Accountant	Hour	\$125
PR	Purchaser / Subcontracts Administrator	Hour	\$95
BA	Billing Analyst	Hour	\$85
AS	Administrative Support / Accountant	Hour	\$75
Special Operations			
SOXM	Project Manager XT (Reactive/Explosive/Cylinder/Compressed Gas)	Hour	\$280
SOFM	Project Manager - Fire	Hour	\$265
SOXT	Technician XT (Reactive/Explosive/Cylinder/Compressed Gas)	Hour	\$220
SOFF	Fire Fighter	Hour	\$190
SOWD	Welder (Hazardous Duty Welding)	Hour	\$150
SOTE	Special Ops Technician	Hour	\$90
EQUIPMENT			
Boom and Accessories			
1001	Anchor Gear, Set (1 anchor, chain, < 90' rope, 1 buoy – add'l components \$15/each)	Day	\$45
1002	Boom Mooring Light	Day	\$20
1012	Boom Vane	Day	\$308



REPUBLIC
SERVICES



Item	Description	Unit	Rate
Boom and Accessories (continued)			
1003	Contractor Boom, up to 21"	Ft/Day	\$3
1004	Petro Barrier, up to 24"	Ft/Day	\$5
1005	Ocean Boom, up to 42"	Ft/Day	\$15
1013	Desmi Speed Sweep Boom System	Day	\$2,352
1007	Hydro-Boom System (boom, pumps, power pack, reel)	Day	Quote
1008	AmeriCan Fire Boom (500'/ system minimum)	Day	Quote
1009	Oil Boom Inflator/Blowers	Day	\$191
1010	Hull Magnets	Each/Day	\$37
1011	Dual-Roller Boom Handler	Day	\$404
Recovery Vessels			
2025	OSRV up to 126' (includes Master)	Day	\$15,120
2026	46' Catamaran w/Disk Skimmer	Day	\$6,244
2004	Belt Skimmer Vessel, Marco I-C	Hour	\$650
Portable Recovery			
2002	Belt Skimmer, Marco Class XI-C	Day	\$5,242
2005	Brush Skimmer, Lamor	Day	\$4,727
2006	Brush Skimmer, Aquaguard RBS-40	Day	\$3,276
2007	Brush Skimmer, Aquaguard RBS-25, 35G or 10 Twin	Day	\$2,632
2008	Brush/Drum/Disc Skimmer, Aquaguard RBS-05	Day	\$1,115
2027	Disc Skimmer, Crucial Magna ORD	Day	\$1,092
2028	Disc Skimmer, Crucial ORD-XP	Day	\$1,020
2029	Disc Skimmer, Hoyle T	Day	\$1,496
2009	Disc Skimmer, MI-30, Komara 12K, USE Disc	Day	\$2,352
2010	Disc Skimmer, Vikoma Sea Skimmer	Day	\$2,621
2124	Disc Skimmer, X-150, Elastec	Day	\$5,903
2030	Disc Skimmer, Crucial, Coated Disc 13/30	Day	\$2,184
2031	VOSS Package (disc skimmer, power pack, hose, knuckle crane, boom vane)	Day	\$4,984
2011	Drum Skimmer, Roto 70	Day	\$4,592
2032	Drum Skimmer, Elastec 118G	Day	\$2,632
2012	Drum Skimmer, Action Petroleum Model 60, 48	Day	\$1,848
2013	Drum Skimmer, Action Petroleum Model 36	Day	\$1,568
2014	Drum Skimmer, Action Petroleum Model 18, 24	Day	\$1,048
2033	Drum Skimmer, Action Petroleum Model 12	Day	\$751
2034	Drum Skimmer, Crucial Double DB-18H-36	Day	\$1,031
2045	Drum Skimmer, Coated, Crucial 1CD-18H-36	Day	\$1,495
2036	Rope Mop Skimmer, 8 Band	Day	\$2,308
2037	Rope Mop Skimmer, 4 Band	Day	\$1,557
2015	Rope Mop Skimmer, II-9	Day	\$1,048
2016	Rope Mop Skimmer, I-4, II-4, II-6	Day	\$790
2017	Rope Mop Skimmer Rope, 100'	Day	\$146
2038	Vacuum System, Elastec Mini-Vac	Day	\$1,154
2039	Vacuum System, Elastec PACS 1000	Day	\$1,288
2040	Vacuum System, Transvac 500D	Day	\$1,249
2018	Vacuum System, Vacuum Transfer Unit (VTU)	Day	\$1,300
2019	Weir Skimmer, Desmi 250 or Terminator	Day	\$4,592
2041	Weir Skimmer, Elastec Sea Skater	Day	\$2,072
2044	Weir Skimmer, Elastec Ocean Skater	Day	\$3,052
2020	Weir Skimmer, Foilex, vacuum	Day	\$1,960



REPUBLIC
SERVICES



Item	Description	Unit	Rate
Portable Recovery (continued)			
2021	Weir Skimmer, Foilex, hydraulic	Day	\$3,276
2022	Weir Skimmer, Cascade LP 3000 or Vikoma Fastflow	Day	\$2,100
2023	Weir Skimmer, Skimpak or Oleo, 2" or 3"	Day	\$437
2042	Weir Skimmer, Floating (Desmi Mini-Max, Duckbill, Manta)	Day	\$437
2043	Weathered Oil, USE SWORD (dewatering Bags \$85/ea add'l)	Day	\$2,313
Temporary Storage			
3001	Bladder/Pillow Tank, 24 barrel	Day	\$331
3002	Bladder Tank, 25 - 100 barrel	Day	\$656
3003	Bladder Tank, 101 - 240 barrel	Day	\$1,305
3032	Bladder Tank, Canflex, 300 barrel	Day	\$936
3033	Bladder Tank, Canflex, 600 barrel	Day	\$1,400
3004	Container, Intermodal or Connex Storage, 20' (plus delivery and P/U)	Day	\$31
3005	Container, Intermodal or Connex Storage, 40' (plus delivery and P/U)	Day	\$62
3006	Roll-off Bins, up to 20 cu yd (plus delivery and P/U)	Day	\$28
3007	Roll-off Bins, over 20 to 40 cu yd (plus delivery and P/U)	Day	\$32
3013	Roll-off Bins (Vacuum Box), up to 25 cu yd (plus delivery and P/U)	Day	\$90
3031	Storage Tank, up to 250 bbl/10,500 gal (plus delivery and P/U)	Day	\$62
3023	Storage Tank, (Frac Tank), 250 bbl/10,500 gal (plus delivery and P/U)	Day	\$68
3015	Storage Tank, (Frac Tank), 500 bbl/21,000 gal (plus delivery and P/U)	Day	\$124
3014	Tank Barge	Day	\$15,120
3011	Tank Barge or Barge Set, up to 238 bbl	Day	\$1,960
Support Vessels			
4012	OSRV up to 150'-180' (includes Master)	Day	\$21,616
4002	Response Vessel, 65'	Hour	\$488
4028	Response Vessel, 55' - 64'	Hour	\$409
4029	Response Vessel, 45' - 54'	Hour	\$348
4030	Response Vessel, 35' - 44'	Hour	\$292
4004	Response Vessel, 30' - 34'	Hour	\$213
4005	Response Vessel, 25' - 29'	Hour	\$168
4006	Response Vessel, 16' - 24'	Hour	\$145
4007	Skiffs w/outboard, 15' or less	Hour	\$68
4008	Skiffs w/o outboard	Hour	\$40
4028	John Boat (15' and under)	Day	\$207
Excavation			
5001	Backhoe 2wd, 65 hp, 14' depth	Day	\$475
5003	Backhoe Attachment, Breaker	Day	\$280
5004	Backhoe Attachment, Compactor	Day	\$175
5013	Bobcat, Skidsteer or equivalent 50-55hp, or 4 WD, backhoe.	Day	\$675
5022	Compaction, Sheepsfoot or Roller	Day	\$600
5021	Dump Truck, 5 cu yd, w/ Plow & Sander	Hour	\$230
5007	Excavator, Mini	Day	\$675
5008	Excavator, up to 37,000 lb.	Day	\$1,115
5009	Excavator, 38,000 to 53,000 lb.	Day	\$1,375
5010	Excavator, over 53,000 lb.	Day	\$1,950
5017	Excavator, over 100,000 lb.	Hour	\$330
5011	Excavator Attachment, Thumb or Wheel	Day	\$475
5012	Excavator Attachment, Hammer	Day	\$725
5014	Hydraulic Attachment, Breaker, Compactor or Grapple	Day	\$230



REPUBLIC
SERVICES



Item	Description	Unit	Rate
Excavation (continued)			
5026	Skidsteer Attachment	Day	\$125
5015	Loader, up to 3.5 cu yd	Day	\$840
Trailers			
6001	Trailer, Confined Space Entry/Rescue	Day	\$1,725
6002	Trailer, Decon, up to 24'	Day	\$650
6003	Trailer, Dump, 7,000 – 12,000 lb.	Day	\$325
6004	Trailer, Dump, Side/End, 18 yd.	Hour	\$50
6005	Trailer, Emergency Response, up to 24'	Day	\$625
6000	Trailer, Emergency Response, 25'-39'	Day	\$725
6006	Trailer, Emergency Response, 40'- 48'	Day	\$775
6007	Trailer, Equipment, Utility, 1-2 ton	Day	\$135
6008	Trailer, Equipment, Utility, 3-10 ton	Day	\$330
6009	Trailer, Flatbed, up to 48'	Day	\$300
6010	Trailer, Incident Command Center, 24'	Day	\$840
6011	Trailer, Incident Command Center, 48'	Day	\$1,800
6012	Trailer, Low Boy	Day	\$395
6013	Trailer, MTR (boom, boat, skimmer add'l if deployed)	Day	\$450
6014	Trailer, Office	Day	\$250
6044	Trailer, Roll Off Bin, Double Rail Trailer	Hour	\$90
6016	Trailer, Side Dump, 3 axle	Day	\$785
6017	Trailer, Tilt Top, 26 ton	Day	\$330
6018	Trailer, Van, up to 48'	Day	\$365
6045	Trailer, Vessel Transport	Day	\$1,400
6019	Trailer, Water Buffalo (up to 500 Gallons, with pump)	Day	\$265
6020	Trailer, Wildlife Response and Rehab (supplies add'l)	Day	\$3,275
6021	Trailer, Wildlife Search & Collection	Day	\$1,325
6022	Trailer, Wildlife Support	Day	\$475
Trucks			
7001	Tractor, Diesel	Hour	\$80
7003	Truck, Crane, 1 ton - 6 ton	Hour	\$90
7007	Truck, Dump, up to 10 yard	Hour	\$85
7008	Truck, Dump, over 10 yard	Hour	\$90
7009	Truck, Dump, over 10 yard with pup	Hour	\$95
7016	Truck, Flatbed or Van, 2-Axle, up to 24'	Hour	\$65
7010	Truck, Gear, less than 1 ton	Hour	\$35
7012	Truck, Gear, 1 ton	Hour	\$55
7014	Truck, Gear, 2 ton - 5 ton	Hour	\$75
7017	Truck, Hazmat Response, up to 26'	Hour	\$100
7018	Truck, Marine Response	Hour	\$70
7019	Truck, Roll Off Bin, Bobtail	Hour	\$120
7021	Truck, Water, up to 3000 Gallons	Hour	\$130
7022	Truck, Mobile Communications & Command Unit, 34'	Day	\$1,200
Vacuum Trucks/Trailers			
8001	Guzzler/Air Mover (filters add'l)	Hour	\$202
8018	HydroExcavator (attachments additional)	Hour	\$275
8017	Hi-Rail Air Mover w/ Air-spade	Hour	\$300
8008	Sweeper - Vacuum & Brush	Hour	\$165
8002	Vactor/Jetter - Combo Unit (attachments add'l)	Hour	\$245



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Item	Description	Unit	Rate
Vacuum Trucks/Trailers (continued)			
8003	Vacuum Trailer, 120 -130 bbl., Black Iron	Hour	\$80
8004	Vacuum Trailer, 120 -130 bbl., Stainless	Hour	\$110
8006	Vacuum Truck, 35 - 80 bbl.	Hour	\$115
8007	Vacuum Trailer, less than 50 bbl.	Hour	\$40
Vehicles			
9003	Auto, Personnel or Support	Day	\$140
9008	Crew, Response or Utility Vehicle, 4wd, or 2wd	Day	\$300
9004	Van, MTR (boom, boat, skimmer add'l if deployed)	Day	\$530
9005	Van, Maintenance, Personnel or Support	Day	\$220
9006	Wildlife Transport-Care Vehicle/Trailer	Day	\$840
Blowers/Compressors			
1101	Air Compressor, up to 100 CFM	Day	\$185
1102	Air Compressor, 100 to 185 CFM	Day	\$310
1103	Air Compressor, 210 to 375 CFM	Day	\$490
1104	Blower, Coppus, Electric/Pneumatic	Day	\$135
1105	Blower, Negative Air Exhaust, 6" (consumables add'l)	Day	\$100
1106	Blower, Negative Air Exhaust, 12" (consumables add'l)	Day	\$145
1107	Blower, Venturi, Horn	Day	\$45
1108	Exhaust Duct, 25' x 6", 10" or 12"	Day	\$40
Pressure Washers			
1214	Dump-Style Gun, Foot Operated, up to 20k psi	Day	\$115
1215	Dump-Style Gun, Single, Safety Surround, up to 40k	Day	\$170
1216	Dump-Style Gun, Dual, Safety Surround, up to 20k psi	Day	\$170
1217	Dump-Style Gun, Multi Gun Valve Control System	Day	\$140
1219	Flange Mount Anti-Withdrawal Device	Day	\$30
1206	Flexible Lance, 50', Rigid Tip, Foot Pedal, up to 5k psi	Day	\$95
1212	Flexible Lance, 50', Rigid/Spinner Tip, Foot Pedal, 5k	Day	\$165
1211	Flexible Lance, 50', Foot Pedal, up to 20k psi	Day	\$165
1221	Flexible Lance, 50', Foot Pedal, up to 40k psi	Day	\$185
1202	Hydroblaster, 6,000 psi	Hour	\$70
1203	Hydroblaster, 10,000 psi	Hour	\$90
1204	Hydroblaster, 20,000 psi	Hour	\$240
1222	Hydroblaster, 40,000 psi	Hour	\$280
1209	Jetter Trailer	Hour	\$125
1218	Pipe Centralizer, 8" – 36" Diameter	Day	\$45
1207	Pressure Washer, up to 3,000 psi, single	Day	\$330
1210	Pressure Washer, trailered, up to 5,000 psi	Day	\$785
1208	Pressure Washer, 3,000 to 5,000 psi	Day	\$465
1205	Remote Tank Cleaning (Gamajet) Head	Day	\$395
1201	Specialty Nozzles up to 5k psi (Roto, fogging, etc.)	Day	\$65
1213	Specialty Nozzles over 5k psi (Rotating multi-tip)	Day	\$110
Pumps			
1311	Drum Vacuum (consumables add'l)	Each/Day	\$200
1300	Pump, Up to 1", Chemical, Hand Operated	Each/Day	\$185
1301	Pump, up to 1", Petroleum	Each/Day	\$80
1302	Pump, up to 1", Chemical	Each/Day	\$125
1303	Pump, 2", Petroleum	Each/Day	\$115
1304	Pump, 2", Chemical	Each/Day	\$250



REPUBLIC
SERVICES



Item	Description	Unit	Rate
Pumps (continued)			
1305	Pump, 2", Chemical Peristaltic	Each/Day	\$450
1306	Pump, 3", Petroleum	Each/Day	\$135
1307	Pump, 3", Chemical	Each/Day	\$395
1312	Pump, 3", Hydraulic (Archimedes/MT30) w/power pack	Each/Day	\$1,960
1308	Pump, 4", Petroleum	Each/Day	\$225
1309	Pump, 4", Petro-Submersible	Each/Day	\$420
1324	Pump, Fire, 1800 gpm 150psi	Each/Day	\$2,250
1325	Pump, Sludge	Each/Day	\$1,000
1310	Pump, 5" - 6", Petroleum	Each/Day	\$535
1316	Pump, Double Diaphragm, Stainless Steel, 1"	Each/Day	\$265
1317	Pump, Double Diaphragm, Stainless Steel, 2"	Each/Day	\$395
Hoses/Pipes/Fittings			
1405	Guzzler/Air Mover Vacuum Breaker	Day	\$45
1406	Guzzler/Air Mover/Jetter Fittings (elbows, tees, etc.)	Each/Day	\$14
1415	Hose, Discharge (lay flat), 2"	50 Ft/Day	\$14
1416	Hose, Discharge (lay flat), 3"	50 Ft/Day	\$19
1417	Hose, Discharge (lay flat), 4"	50 Ft/Day	\$26
1418	Hose, Discharge (lay flat), 6"	50 Ft/Day	\$32
1401	Hose, Fire, 1.5"	50 Ft/Day	\$28
1402	Hose, Fire, 2.5"	50 Ft/Day	\$34
1403	Hose, Guzzler/Air Mover, Pipe, 4"	Ft/Day	\$8
1404	Hose, Guzzler/Air Mover, Pipe, 6"	Ft/Day	\$9
1420	Hose, Hydraulic	50 Ft/Day	\$28
1428	Hose, Hydroblaster, up to 40,000 psi	50 Ft/Day	\$185
1407	Hose, Pneumatic	50 Ft/Day	\$14
1429	Hose, Pressure Washer, up to 6,000 psi	50 Ft/Day	\$28
1400	Hose, Suction & Discharge, 1", Petro or Chemical	25 Ft/Day	\$34
1408	Hose, Suction & Discharge, 2", Petro	25 Ft/Day	\$21
1409	Hose, Suction & Discharge, 2", Chemical	25 Ft/Day	\$46
1410	Hose, Suction & Discharge, 3", Petro	25 Ft/Day	\$34
1411	Hose, Suction & Discharge, 3", Chemical	25 Ft/Day	\$60
1412	Hose, Suction & Discharge, 4", Petro	25 Ft/Day	\$46
1413	Hose, Suction & Discharge, 4", Chemical	25 Ft/Day	\$87
1414	Hose, Suction & Discharge, 6", Petro	25 Ft/Day	\$68
1424	Hose, Teflon, 1" Rubber Jacketed or 2" Stainless Braid	Ft/Day	\$51
1419	Hose, Wash, up to 1"	50 Ft/Day	\$14
1435	Stinger, Hose Attachment	Day	\$40
Support			
1591	7 BBL Spill Kit (delivery add'l)	Day	\$700
1501	Air Knife	Day	\$195
1555	Bag Filter System, Single (Bag filters add'l)	Day	\$80
1502	Bag Filter System, Dual Pod (Bag filters add'l)	Day	\$95
1567	Banding Equipment, 2-inch	Hour	\$45
1583	Butane Flare Kit (includes hoses and nitrogen)	Day	\$140
1503	Carbon Filtration System	Day	Quote
1504	Chipping Gun, Pneumatic	Day	\$70
1505	Compactor, Hand Operated	Day	\$200
1596	Containment, Storage Tank	Day	\$65



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Item	Description	Unit	Rate
Support (continued)			
1506	Decon Cleaning Pool, Portable 10' x 15'	Day	\$165
1507	Decon Cleaning Pool, Portable 10' x 30'	Day	\$260
1508	Decon Cleaning Pool, Portable 20' x 100'	Day	\$725
1509	Decon Cleaning Pool, Portable 25' x 50'	Day	\$365
1510	Decon Station, Personnel 2 Stage (supplies add'l)	Day	\$68
1553	Decon Station, Personnel 3 Stage (supplies add'l)	Day	\$95
1580	Drum Dolly	Day	\$55
1511	Electrical Accessories (cords, GFCI, adaptors)	Day	\$20
1573	Floor Buffer (pads add'l)	Day	\$95
1593	Fogger, handheld	Day	\$85
1594	Forklift, offroad	Day	\$740
1512	Forklift, 5K to 10K lb.	Day	\$365
1513	Forklift, Attachment	Day	\$135
1514	Generator, less than 4 kW	Day	\$90
1515	Generator, 4 kW to less than 7.5 kW	Day	\$155
1516	Generator, 7.5 kW to 12.5 kW	Day	\$220
1574	Generator, over 12.5 kW to 67 kW	Day	\$425
1569	Hydrogen Peroxide System (consumables add'l)	Day	\$1,120
1518	Jackhammer	Day	\$205
1519	Ladder, Extension, Folding or Jacobs	Day	\$55
1557	Laser Level Kit, 1/16" x 100'	Day	\$75
1558	Laser Level Kit, 1/4" x 100'	Day	\$30
1520	Light Tower, Trailer Mounted	Day	\$285
1521	Light, Explosion-Proof or Wet-Location	Day	\$60
1570	Light, Explosion-Proof, LED String, 10 lights/each	Day	\$585
1522	Light, Stand, Regular, 500W	Day	\$30
1523	Light, Stand, Regular, 1000W	Day	\$80
1590	Nitrogen Sparger System, Remote Liquid Agitator	Day	\$125
1525	Pipe Plug 4" to 18" (includes 20' air line hose)	Day	\$310
1526	Pipe Plug 18" to 24" (includes 20' air line hose)	Day	\$195
1527	Pipe Plug 24" to 36" (includes 20' air line hose)	Day	\$225
1528	Pipe Plug 36" to 48" (includes 20' air line hose)	Day	\$280
1529	Pipe Plug 48" to 60" (includes 20' air line hose)	Day	\$455
1500	Pipe Plug 60" to 96" (includes 20' air line hose)	Day	\$545
1572	Portable Toilet (includes service, wash basin)	Day	\$130
1563	Portable Breathing Air Compressor	Day	\$840
1530	Power Pack, Hydraulic, 1 hp (<0.75 kW)	Day	\$70
1531	Power Pack, Hydraulic, 16 hp (0.75 kW < 12 kW)	Day	\$185
1532	Power Pack, Hydraulic, 40 hp (12 kW < 30 kW)	Day	\$365
1533	Power Pack, Hydraulic, 60 hp (30 kW < 45 kW)	Day	\$655
1592	Salvage Support Package (DC kit, compressor, stingers, etc.)	Day	\$530
1534	Road Closure Signs, reflective	Each/Day	\$70
1536	Sand & Floor Dry Spreader Attachment	Day	\$130
1537	Saw, Chain	Day	\$80
1538	Saw, Cutoff	Day	\$170
1539	Soil Sampler, Hollow Stem	Day	\$70
1584	Specialty Rope Bag (w/ shackles, D-rings, carabiners, pulleys)	Day	\$310
1581	Steel Plate, 4' x 8'	Day	\$150



**REPUBLIC
SERVICES**



Item	Description	Unit	Rate
Support (continued)			
1582	Steel Plate, 5' x 10'	Day	\$200
1540	Tools, Hand (brooms, shovels, etc.)	Each/Day	\$17
1541	Tools, Mechanical Set	Day	\$80
1542	Tools, Non-Sparking	Day	\$60
1543	Tools, Power, Small (drills, Sawzall, etc.)	Each/Day	\$40
1544	Truck Ramps	Day	\$195
1545	Vacuum, HEPA (filters add'l)	Day	\$330
1546	Vacuum, Shop (filters add'l)	Day	\$70
1547	Vactor/Jetter Attachment (hydro-exca, Drum-It head, nozzles)	Each/Day	\$130
1566	Vapor Extraction System, Portable	Day	\$450
1588	Welder, Extrusion, handheld	Day	\$310
1548	Welding Unit / Torch Set, Portable	Day	\$110
1549	Wildlife Rehabilitation Pool	Day	\$265
1550	Wildlife Shelter, 19' x 35'	Day	\$2,650
1551	Wildlife Shelter, 20' x 20'	Day	\$980
1552	Yokohama Fenders, 8' diameter	Day	\$230
Communications			
1601	Base Station	Day	\$115
1603	Computer and/or Printer	Day	\$140
1604	GPS Unit	Day	\$70
1605	High Power Repeater System w/Generator	Day	\$395
1606	Radio, UHF or VHF, Portable	Day	\$40
1607	Satellite Phone (includes 20 minutes airtime per day)	Day	\$140
1608	Satellite Dish for HS Internet	Day	\$175
1609	Respirator Comms System	Day	\$150
1610	IT ER Equipment Package – Office in a Box (SM)	Day	\$2,450
1611	IT ER Equipment Package- Mobile ER Unit (LG)	Day	\$3,200
1612	MIFI Hot Spot	Day	\$50
1616	Small Comms Package (6 IS radios, mikes, charging station)	Day	\$280
Safety			
1701	Air Sampling Kit (tubes add'l)	Day	\$55
1760	Anti-Exposure Suit	Day	\$60
1702	Chest or Hip Waders, Insulated Cooling Vests	Each/Day	\$40
1704	Eyewash Station	Day	\$50
1705	Drager CMS Meter	Day	\$260
1761	Dry Suit	Day	\$50
1706	Flotation Work Suit	Each/Day	\$70
1707	Flotation Work Vest, PFD	Each/Day	\$15
1710	Harness (including Lanyard or SRL)	Each/Day	\$35
1730	Hazcat Kit	Day	\$200
1734	Kendrick Extrication Device (KED)	Use	\$265
1759	Lighting, Portable (handheld, head lamp, cordless area lighting, etc.)	Each/Day	\$25
1733	Manometer	Day	\$95
1711	Meter, 4EC Radiation	Day	\$475
1712	Meter, LEL/O2/H2S/CO	Day	\$200
1725	Meter, LEL/O2/H2S/CO/PID	Day	\$335
1713	Meter, Jerome Mercury	Day	\$785
1723	Meter, Lumex Mercury	Day	\$1,115



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US ecology



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Item	Description	Unit	Rate
Safety (continued)			
1714	Meter, Personal, Gillian, Single or 4-gas	Each/Day	\$55
1715	Meter, Personal, Particulate Monitoring	Each/Day	\$195
1716	Meter, PID	Day	\$265
1762	Meter, Specialty (Benzene, etc.)	Day	\$450
1717	Mercury Vacuum (consumables add'l)	Day	\$980
1724	Remote Drum Drilling Unit	Day	\$840
1757	Rescue Gear, High Line System	Day	\$840
1736	Rescue Gear, SKED	Day	\$35
1737	Rescue Gear, Stokes Basket	Day	\$25
1708	Respirator, Full Face (cartridges add'l)	Each/Day	\$50
1709	Respirator, Half Face (cartridges add'l)	Each/Day	\$35
1758	Road Closure, Barricades, Cones, Delineators	Each/Day	\$8
1719	SCBA or Egress Bottles w/ Lines	Each/Day	\$280
1729	SCBA or Egress Bottles w/ Lines, Refill	Each/Day	\$40
1731	Shin and Metatarsal Guards, Aluminum	Day	\$40
1720	Six Pack / Regulated Air Supply (includes up to 300' airline)	Day	\$395
1738	Support Station, Table and Chairs	Day	\$155
1739	Support Station, Canopy	Day	\$40
1759	Sweeper, power handheld	Day	\$40
1740	Swift Water PPE Equipment (River Vest, Helmet, Throw Bag)	Day	\$175
1721	Tripod and Winch	Day	\$335
1732	Turtle Armor Suit (Torso, Chaps, Gaiters, Gauntlets)	Day	\$125
Dispersants/Aircraft			
1909	Douglas DC-4/Convairst 340 Spray Aircraft (includes first Air Crew)	Hour	\$10,400
1910	Douglas DC-6 Spray Aircraft (includes first Air Crew)	Hour	\$11,620
1911	Spotter Aircraft (includes first Air Crew)	Hour	Cost+20%
1912	Dispersant Loading Pumps	Day	\$635
1913	Dispersant, Applied (\$10/gallon on Standby)	Gallon	Cost+20%
1914	Portable Dispersant Spray System	Day	\$3,165
MATERIALS			
Bags/Sheeting			
M100	Bulk Bag, 1 yard	Each	\$45
M113	Dunnage Bags	Each	\$54
M101	Plastic Bag, 36" x 60", 6 mil, 50/Roll or Box	Roll/Box	\$168
M102	Plastic Bag, 36" x 60" (drum liner)	Each	\$8
M103	Roll Off Bin Liner	Each	\$62
M104	Sheeting, 20' to 32' x 100', 10 mil	Roll	\$219
M105	Sheeting, 20' to 32' x 100', 6 mil	Roll	\$163
M110	Sheeting, 8' to 20' x 100', 4 mil	Roll	\$96
M111	Sheeting, 20' x 100', Flame Retardant, 6 mil	Roll	\$112
M112	Sheeting, 12' x 100', Flame Retardant, 6 mil	Roll	\$90
Cleaners			
M205	Cleaner, Hand, 14 oz. Container	Each	\$12
M200	Cleaner, Hand, 1 Gallon Container	Each	\$43
M201	Cleaner, Marine/Industrial (Simple Green or equivalent)	Gallon	\$40
M202	Bleach	Gallon	\$14
M204	Decon Solvent (HD Citrus Degreaser, Penetone, PES-51)	Gallon	\$110



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US ecology



NRC

Item	Description	Unit	Rate
Cleaners (continued)			
M211	Disinfectant (IPA, Misty Biodet, Sporidicin, Zep DZ-7)	Gallon	\$71
M209	Encapsulant Solution / Defoamer	Gallon	\$75
M208	Hydrogen Peroxide Fogging Aerosol	Gallon	\$84
M210	Mastic Remover	Gallon	\$40
M207	Mercury Cleaning Solution	Gallon	\$101
M206	Mercury Vapor Suppressant	Pound	\$51
M212	VOC Suppressant (BioSolve, Gold Crew)	Gallon	\$140
Containers			
M318	1 Gallon, Poly Pail	Each	\$20
M301	5 Gallon, Bucket with Lid, Poly or Metal	Each	\$25
M313	5 Gallon, DOT Container with Lid	Each	\$40
M302	10-15 Gallon, Steel	Each	\$111
M319	15 Gallon, Poly	Each	\$111
M303	20 Gallon, Open Top, Steel	Each	\$104
M304	30 Gallon, Open or Close Top, Refurbished	Each	\$111
M320	30 Gallon, Open or Close Top, Steel, New	Each	\$139
M305	55 Gallon, Close Top, Steel, Refurbished	Each	\$95
M314	55 Gallon, Close Top, Steel, New	Each	\$150
M306	55 Gallon, Open Top, Steel, Refurbished	Each	\$95
M315	55 Gallon, Open Top, Steel, New	Each	\$150
M316	55 Gallon, Open or Close Top, Poly, Refurbished	Each	\$97
M307	55 Gallon, Open or Close Top, Poly, New	Each	\$130
M308	85 Gallon, Overpack, Unlined, Black	Each	\$350
M309	85 Gallon, Overpack, Lined, Yellow	Each	\$350
M310	95 Gallon, Overpack, Poly	Each	\$385
M317	275-300 Gallon, Liquid Tote, DOT, Recon	Each	\$325
M311	275-300 Gallon, Liquid Tote, DOT, New	Each	\$630
M321	Fluorescent Tube Disposal Container, 4'	Each	\$55
M322	Fluorescent Tube Disposal Container, 8'	Each	\$100
M312	Triwall Box, Cubic Yard, DOT Approved	Each	\$175
Safety			
M400	Acid Suit, 1 Piece	Each	\$125
M401	Boot, Steel Toe, Rubber	Pair	\$60
M493	Boot, Steel Toe, HAZMAX Chemical (replacement)	Pair	\$195
M442	Face Shield	Each	\$25
M402	Glove, Work Glove	Pair	\$9.00
M403	Glove, Inner, Cotton, Latex or Nitrile	Pair	\$4
M404	Glove, Inner, Cotton, Latex or Nitrile, 50 per Box	Box	\$90
M405	Glove, Silver Shield	Pair	\$10
M406	Glove, Medium Duty, PVC	Pair	\$10
M407	Glove, Heavy Duty, PVC	Pair	\$15
M408	Glove, Heavy Duty, Butyl Rubber	Pair	\$50
M409	Hard Hat	Each	\$40
M620	Negative Air Exhaust Consumables Change Out	Each	\$240
M513	Orange Construction Fence, 4'x100'	Roll	\$90
M410	Overboot, Disposable	Pair	\$15
M641	Pallet	Each	\$30
M607	Petro Flag Test Kit	Per Test	\$50



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Item	Description	Unit	Rate
Safety (continued)			
M446	PBI / FR Cotton / Nomex Coveralls, replacement	Each	\$500
M426	Protective Gear Level B	Each	\$585
M427	Protective Gear Level B, Change	Each	\$395
M428	Protective Gear Level C	Each	\$125
M429	Protective Gear Level C, Change	Each	\$85
M430	Protective Gear Level D	Each	\$55
M431	Protective Gear Level D, Change	Each	\$35
M432	Rain Gear, 2 Piece	Set	\$35
M445	Rescue Rope, Lifeline or Tagline, 10'	Each	\$20
M433	Respirator Cartridge, Single, OV, Acid Gas, P100	Pair	\$55
M443	Respirator Cartridges, Combo	Pair	\$76
M434	Respirator Cartridge, Mercury/chlorine	Pair	\$85
M436	Safety Eyewear	Each	\$13
M438	Safety Vest	Each	\$45
M444	Thermo Pro/Tychem TK Level B Suit	Each	\$840
M439	Tyvek Suit, Saran-Coated, Disposable	Each	\$45
M440	Tyvek Suit, Uncoated, Disposable	Each	\$20
M441	Tyvek Suit, Poly-Coated, Disposable	Each	\$35
M489	Tyvek Suit, Poly-Coated, Fire Resistant, Disposable	Each	\$85
Sorbents			
M500	Absorbent, Chemical Stabilizer, 35 lb.	Bag	\$185
M501	Absorbent, Absorb X	Bag	\$45
M502	Floor Dry, 25 lb.	Bag	\$35
M503	Neutralizer, citric acid	Bag	\$195
M520	Neutralizer, Ash or Bicarbonate	Bag	\$65
M519	Neutralizer, Liquid	Gallon	\$60
M504	Oil Snare on Rope, 50 ft/Bag	Bag	\$190
M505	Oil Snare, 30/Carton	Carton	\$155
M506	Sorbent Boom 5" x 10', 4/Bale	Bale	\$150
M507	Sorbent Boom 8" x 10', 4/Bale	Bale	\$260
M508	Sorbent Roll, SXT 638, 38" x 144' x 3/8"	Roll	\$260
M509	Sorbent Sheet 17" x 19" x 3/8", 100/Bale	Bale	\$100
M510	Sorbent Sweep 17" x 100' x 3/8"	Each	\$181
M514	Straw Wattles, 25 ft/Roll	Roll	\$75
M512	Universal Pads, 11"x13" or equivalent, 50/Bale	Bale	\$130
M511	Vermiculite, 4 cu ft/Bag	Bag	\$65
Miscellaneous			
M627	Abatement Supplies (scrapers, mop-heads, etc.)	Each	\$14
M621	Air Mover Dry Filter Sock	Each	\$28
M600	Banner Tape, 3"	Roll	\$33
M638	Brake Cleaner	Can	\$14
M619	Catch Basin Filter	Each	\$84
M632	Chemical Indicator Paper	Package	\$45
M626	Chemtape	Roll	\$59
M601	Cotton Rags, 25 lb. Box/Bale	Each	\$72
M602	Decon Pool, Small Personnel	Each	\$45
M617	Flex Hose, Consumable, 4"	Foot	\$6
M618	Flex Hose, Consumable, 6"	Foot	\$8



REPUBLIC
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Item	Description	Unit	Rate
Miscellaneous (continued)			
M628	Floor Buffer Pads	Each	\$72
M604	Duct Tape, 2"	Roll	\$15
M639	Glue (3M Aerosol)	Can	\$20
M622	HEPA Vacuum Consumables, Standard	Each	\$72
M625	HEPA Vacuum Consumables, Tornado Filter	Each	\$349
M623	HEPA Vacuum Consumables, Complete	Each	\$628
M631	Lead Paint Field Screening Test Kit - 5 Tests	Each	\$73
M642	Jute Netting (includes staples)	Roll	\$162
M653	Mastic Tape	Roll	\$162
M606	Mercury Vacuum Consumables Change Out	Each	\$104
M492	Nitrogen Cylinder Refill	Each	\$107
M141	Plug and Patch Kit	Each	\$195
M651	Portland Cement	Bag	\$22
M613	Rope, 600', up to 1/2"	Roll	\$150
M630	Scrubbing Pads	Each	\$9
M603	Sampling Tubes and Supplies	Each	\$33
M614	Sand Bags, Filled	Each	\$14.00
M633	Silt Fence, 100'	Roll	\$156
M616	Sprayer, Handheld (Hudson), 3 Gallon	Each	\$78
M801	Water, Drinking, 24/Case	Case	\$34
M850	Mileage for Car (M850 + Eq Item#)	Mile	\$2
M851	Mileage for Trucks/Vans (M851+ Eq Item#)	Mile	\$2
M852	Mileage for Commercial Trucks	Mile	\$2
M860	Equipment Fuel (Gasoline or Diesel)	Gallon	\$9
M883	Fuel - Extra Heavy Equipment (up to 8 gallons per hr)	Hour	\$75
M884	Fuel - Heavy Equipment (up to 5 gallons per hr)	Hour	\$50
M885	Fuel - Light Equipment (up to 3 gallons per hr)	Hour	\$25
M880	Bridge Toll, Vehicle, 2 axle	Each	\$17
M881	Bridge Toll, Vehicle, 3 axle	Each	\$33
M886	Bridge Toll, Vehicle, 4 axle	Each	\$43
M882	Bridge Toll, Vehicle, 5 axle	Each	\$55
M901	Transportation to TSDF, Triwalls, Totes	Each	Quote
M902	Transportation to TSDF, Drums	Each	Quote
SPECIAL OPERATIONS			
Response Units			
6024	Trailer, Reactive/Explosive/Special Operations	Day	\$840
6025	Trailer, Emergency Breathing Air	Day	\$5,880
6027	Trailer, Emergency Response Enclosed 20'	Day	\$585
6028	Trailer, Transfer compressed gas, static liquid 40-48'	Day	\$1,125
6029	Trailer, RV w/ Living Quarters (M & I not Included)	Day	\$575
6030	Trailer, Utility	Day	\$250
6035	Truck, 1-Ton Crew Cab	Day	\$250
6032	Truck, 1 1/2 Ton Crew Cab	Day	\$350
6033	Truck, 2 1/2 Ton Crew Cab	Day	\$475
6046	Truck, 10 ton Rescue, Quad Cab, 4x4, SRS Canada	Day	\$750
6047	Truck, Brush/Fast Attack w/300 Gallon Water Tank	Hour	\$175
6031	Truck, Emergency Response	Day	\$400



**REPUBLIC
SERVICES**



Item	Description	Unit	Rate
Response Units (continued)			
6048	Truck, Hi-Rail Brush/Fast Attack w/300 Gallon Water Tank	Hour	\$225
6036	Truck, Light / Sedan	Day	\$195
6034	Truck, Mobile Command	Day	\$575
6037	Truck, Special Operations Semi- Over the road	Day	\$725
6049	UTV, 4 or 6 Wheel Unit	Day	\$400
6050	UTV, Wildland Unit, with fire suppression or rescue set up	Day	\$575
Power Packs & Compressors			
1109	Corken Compressor (291T / Corrosive Compatible)	Day	\$900
1110	Corken Compressor (491T / Corrosive Compatible)	Day	\$1,250
1177	Corken Compressor (490 LPG/NH3)	Day	\$1,100
1564	Hydraulic Power Pack, 75 hp with 100 ft. of Hydraulic	Day	\$750
1576	PTO Hydraulic Power Unit, with 100 ft. of Hydraulic	Day	\$600
Pumps			
1314	Corken/Blackmer, Stainless Steel Sliding Vane (3")	Day	\$800
1315	Corken/Blackmer, Coro Vane or Equivalent (3")	Day	\$800
1319	Drum Pump, Stainless Steel (3") Positive Displacement	Day	\$650
1320	Double Diaphragm, Aluminum (2")	Day	\$225
1321	Double Diaphragm, Poly-Pro (2")	Day	\$325
1322	Double Diaphragm, Poly-Kynar/Teflon (1")	Day	\$225
1318	Fire/Dispersant	Day	\$275
1313	Jet Pump (gas eductor) 1" or 2"	Day	\$300
1323	Roper Vane Pump, Carbon Steel (3")	Day	\$600
1426	Stinger, 2", CPVC/SS/Carbon	Day	\$175
1327	10 HP Magnetic Drive, non-contact pump, Teflon	Day	\$840
1328	15 HP Magnetic Drive, non-contact pump, Teflon	Day	\$900
Hoses			
1423	Chlorine Transfer, certified	Ft/Day	\$75
1432	Crosslinked Polyethylene Hose (2")	Ft/Day	\$20
1433	Crosslinked Polyethylene Hose (1")	Ft/Day	\$6
1421	LPG/NH3, 1" Vapor	Ft/Day	\$14
1422	LPG/NH3, 2" Liquid Transfer	Ft/Day	\$30
1430	Teflon, Rubber Jacketed (1")	Ft/Day	\$40
1431	Teflon, Stainless Steel Braid (2")	Ft/Day	\$40
1427	Transfer Fittings (gauges, nipples, risers, etc.,)	Transfer	\$365
1436	Stainless Steel Hose (3")	Ft/Day	\$50
1425	Stainless Steel Hose (2")	Ft/Day	\$40
1434	Ultra-High Molecular Weight Polyethylene Hose 2"	Ft/Day	\$17
Fire Fighting			
1823	Complete Turnout/Bunker Gear	Day	\$375
1821	Eductor (1", 1 1/2") 60 to 95 gpm	Day	\$85
1822	Eductor (2 1/2") 250 gpm	Day	\$110
1806	Fire Hose (1" to 3") Double Jacketed	Ft/Day	\$3
1807	Fire Hose (4" to 6") LDH	Ft/Day	\$4
1808	Fire Hose Tester	Day	\$300
1825	Fire Fighting Fittings Charge	Day	\$600
1805	Fire Fighting Quick-out Kits (flight ready) + mob	Day	\$1,250
1826	Flash Suit	Day	\$400
1824	Frameless Bladder (10,000 gallon)	Day	\$650



REPUBLIC
SERVICES



Item	Description	Unit	Rate
Fire Fighting (continued)			
1813	Job Box (Tools, Adapters, Fittings)	Day	\$1,500
1803	Mounted Monitor – (300-1250gpm) + consumables	Day	\$1,400
1814	Monitor & Nozzle, 2 ½" Inlet (500 GPM Ground set)	Day	\$525
1815	Monitor & Nozzle, 2 ½" Inlets (1250 GPM Ground Set)	Day	\$875
1816	Nozzle (1", 1 ½")	Day	\$225
1817	Nozzle (2 ½ ")	Day	\$250
1818	Nozzle, High-X (1 ½")	Day	\$395
1819	Nozzle, Piercing (1 ½")	Day	\$280
1820	Nozzle, Foam Pro	Day	\$280
1809	Pito Flow Meter	Day	\$140
1804	Portable Fire Pump (650gpm NFPA Rated) +	Day	\$2,650
1812	Pressure Pump, Fire, 250 psi, 200 gpm	Day	\$275
1810	Suction Hose (4")	Section	\$140
1811	Suction Hose (6")	Section	\$165
1800	Trailer, Portable Fire w/ Pump	Day	\$475
1801	Trailer, Fire Fighting Foam, Type I, 550 gal +	Day	\$4,000
1802	Trailer, Fire Fighting Foam, Type II, 275 gal +	Day	\$1,750
Miscellaneous			
1703	Chlorine A/B/C Response Kits (gaskets add'l)	Day	\$600
1595	Cylinder Recovery Vessel	Day	\$2,250
1577	Fabrication, Specialty Tool Charge	Day	\$395
1559	Flare, Ground Set, 2"	Day	\$275
1560	Flare, Ground Set, 3"	Day	\$375
1561	Flare, Stack, 2"	Day	\$175
1562	Flow Meter, 2", Stainless Steel	Day	\$225
1597	Hot Tap Kit, 2" (replacement bits and valves add'l)	Day	\$1,250
1578	Mag-Drill	Day	\$250
1571	Manway Adapter, 14"-22", Stainless Steel	Day	\$400
1728	Midland Capping Kit	Day	\$1,400
1579	SRV Puller / Excess Flow Valve Defeater	Day	\$600
1580	Thermal Imager	Day	\$850
1565	Trident Magnetic Patch	Day	\$1,250
1722	Truck Rollover/Cylinder Drill Kit/Betts Valve	Day	\$500
Materials			
M635	AR-AFFF Foam	Gallon	\$65
M636	High-X Foam	Gallon	\$62
M634	Manway Gaskets	Each	\$300
M425	Responder (encapsulated, Level A)	Each	\$1,650
M447	Responder (encapsulated, Level A with flash cover)	Each	\$3,500
M853	Mileage, Special Ops Trailer	Mile	\$2.00
M854	Mileage, Special Ops Truck	Mile	\$2.25
M855	Mileage, Special Ops Truck (1 1/2 ton, 2 1/2 ton)	Mile	\$3.25
M858	Mileage, Special Ops Tractor or Rescue Truck (10 ton)	Mile	\$4.00



REPUBLIC
SERVICES



USecology



NRC

TERMS AND CONDITIONS

1. Minimum call out is 4 hours per person, except for projects over 50 miles from office location require 8-hour daily minimum.
2. All Personnel rates are subject to the following :
 - a) Weekdays: Monday - Friday first 8 hours are charged at Standard Time (ST= Hourly Rate). Monday - Friday outside 8 hours are charged at Over Time (OT= Hourly Rate).¹ Work performed on Monday - Friday outside 12 hours are charged at Double Time (Double Time= Hourly Rate).² Changes to start times for Weekday ST, OT and DT may be requested by ACTA and may be approved by Contractor on a case-by-case basis for longer projects.
 - b) Saturdays: First 8 hours charged at OT; hours over first 8 hours charged at DT.
 - c) Sundays and Holidays: All time charged at DT. The following are included holidays (on day as observed): New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Other holidays may apply when employing certain union personnel, including but not limited to: Martin Luther King, Jr. Day, Cesar Chavez's Birthday, Veterans Day, day before Christmas and day after Christmas.
 - d) ST, OT and DT rates are applied per (a) - (c) above regardless of the number of hours worked for any client on any particular day. Rates for hours subsequent to a break of less than 8 hours are charged at the appropriate OT or DT rate continuous to hours prior to the break.
 - e) All time for international projects charged at 1.5 of the rates listed herein. Whale tows in international waters are not considered international work.
 - f) All time involved in providing expert testimony in any court, deposition or hearing, etc., including preparation and travel time, is charged at DT.
3. All project specific personnel, including accounting, administrative, personnel support, logistics and management, whether on site, at NRC offices, or at support locations, are chargeable. All personnel are charged according to the above rates, regardless of full-time, part-time or third-party labor source status, unless provided as part of a specified subcontracted service. Personnel charged per their standard category rates for participation in any activity provided on behalf of the Customer including depositions, interviews, document preparation, etc.

Accounting/administrative/personnel support will only be billable in the event that large responses require a team specifically to track costs for that project and with approval by ACTA. Routine work, monthly billing, or dispatch is not considered billable.

¹ Overtime (OT) will be charged at 1½ times ST.

² Double Time (DT) will be charged at 2 times ST rates.
Republic-USE-SRS-NRC Rate Schedule

4. Time charges begin with equipment and personnel mobilization activities and terminate at the conclusion of the services, including transportation of equipment and personnel back to operations centers and any demobilization activities. Personnel time is charged in half-hour increments for all personnel. Personnel on standby for ACTA will be charged at 8 hours per 24-hour period. ACTA will pay portal-to-portal only for emergency work. Planned work rates will be paid when staff is on-site. Non-emergency work is defined as work that can be scheduled at least 3 days in advance.
5. Equipment and services not specified on the Rate Schedule will be charged at cost (including rental, insurance, freight, fuel, related fees) plus 10%.
6. ACTA will pay transportation, incidentals, lodging, rack and meals at cost for emergency response personnel. There will be no markup on these charges.
7. Above rates assume non-prevailing/non-union work.

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.

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>STATE OF CALIFORNIA)) ss COUNTY OF LOS ANGELES)</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>
--	---

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: _____