



Standard Subcontractor Agreement

This is an Agreement made this _____ day of _____ in the year 20__ by and between Advanced Chemical Transport, Inc. dba ACTenviro (ACT), at 967 Mabury Road San Jose CA 95133 and _____ (CONTRACTOR) at _____.

CONTRACTOR shall perform the services referred to below. The project to which such services apply is referred to herein as the Project and is described generally as follows:

ACT has made an agreement (the Prime Agreement) with various Owners, which provides for furnishing professional services in connection with the Project. The part of the Project for which CONTRACTOR is to furnish services is hereinafter called "This Part of the Project." CONTRACTOR is responsible to render CONTRACTOR's services in conformance with prudent professional practice.

ACT is the prime professional with respect to CONTRACTOR's services to be performed under this Agreement. CONTRACTOR is responsible for coordination of CONTRACTOR's services. All of CONTRACTOR's communications to or with Owner or ACT's other contractors will be through ACT. CONTRACTOR is ACT's independent contractor for This Part of the Project, responsible for the means and methods used in performing CONTRACTOR's services, and is not a joint-venture with ACT. CONTRACTOR shall at CONTRACTOR's expense obtain all data and information (other than that referred to in paragraphs 2.1 and 2.2) necessary for the performance of CONTRACTOR's services. CONTRACTOR is responsible to see that the documents prepared by CONTRACTOR and the services rendered by CONTRACTOR hereunder conform to regulations, codes and special requirement of the place where the Project is located.

SECTION 1 – ADDITIONAL SERVICES OF CONTRACTOR

When authorized in writing by ACT, CONTRACTOR shall furnish services for This Part of the Project. As further additional services may be requested by ACT, this Agreement will be supplemented by an Addendum to describe such additional services and indicate the method of compensation therefore. Only services expressly requested in writing by ACT shall be authorized.

SECTION 2 – ACT'S RESPONSIBILITIES

ACT shall:
Furnish additional data relative to the requirements of This Part of the Project to CONTRACTOR as it becomes available.

Place at CONTRACTOR's disposal information prepared by others which is available to ACT and which CONTRACTOR considers needed and pertinent to This Part of the Project.

Request Owner to guarantee access to and to make all provisions for CONTRACTOR to enter upon public and private property as required for the performance of services.

SECTION 3 – PERIOD OF SERVICE

CONTRACTOR recognizes and acknowledges that the services of ACT and others involved in the Project are dependent upon the timely performance of CONTRACTOR's services. CONTRACTOR shall perform such services in the same character, timing and sequence as ACT is required to perform under the Prime Agreement. Time is of the essence in regard to CONTRACTOR meeting all schedules set forth by ACT.





SECTION 4 – PAYMENTS TO CONTRACTOR

Methods of Compensation. Compensation shall be as set forth in the individual work authorizations.

SECTION 5 – GENERAL

CONTRACTOR shall, at CONTRACTOR's expense, furnish to ACT all reproductions of CONTRACTOR's work and information required by ACT for performance of ACT's services under the Prime Agreement or for review of CONTRACTOR'S services while in progress.

CONTRACTOR warrants that its provision of all services under this Agreement will conform to the standards of care, skill and diligence normally observed by professionals in the provision of similar services as of the time CONTRACTOR provides such services.

Insurance: CONTRACTOR agrees to provide and maintain at its own expense, insurance covering the Work and all liabilities assumed under the Agreement and to furnish certificates of insurance naming Advanced Chemical Transport DBA ACTenviro as additionally insured with the minimum amounts of coverage listed in the below sections.

(a) Required insurance for all scopes of work:

(i) Worker's Compensation, including coverage under United States Longshoremen's and Harbor Worker's Act where applicable, at the statutory limits for the state or states in which the Work is to be performed. Employer's Liability insurance in the amount of \$1,000,000.

(ii) Commercial General Liability insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage, including product liability, completed operations, independent contractors, contractual liability and, where applicable, coverage for damage caused by blasting, collapse or structural injury and/or damage to underground utilities.

(iii) Automobile Public Liability in the amount of \$1,000,000 per occurrence for bodily injury and property damage, including owned, rented and hired automobiles.

(iv) Excess (Umbrella) Liability coverage following form for (i), (ii), and (iii) above, with a combined single limit for bodily injury and property damage of not less than \$5,000,000.

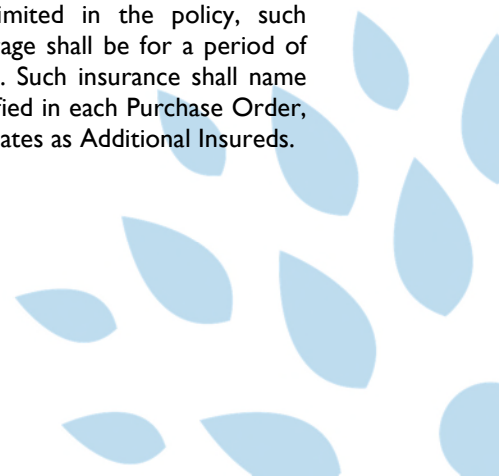
(b) Required insurance for specialized scope(s) of Work:

(i) Should any of the Work involve inspection, handling or removal of asbestos, lead and/or mold, CONTRACTOR shall also carry Asbestos, Lead and/or Mold Liability Insurance in an amount not less than \$2,000,000 per occurrence/annual aggregate. The policy should be written on an "Occurrence Basis" with no sunset clause. Such insurance shall name ACT and ACT's Client specified in the Purchase Order and their subsidiaries and affiliates as Additional Insureds. The Certificates of Insurance must provide clear evidence that CONTRACTOR's Insurance Policies contain the minimum limits of coverage and the special provisions prescribed in this clause. Upon request, subcontractors must also provide a certified copy of their insurance policy which provides specific coverage(s) for working with asbestos, lead and/or mold.

(ii) Should any of the Work involve transporting hazardous substances, CONTRACTOR shall also carry Business Automobile Insurance covering liability arising out of the transportation of hazardous materials in an amount not less than \$2,000,000 per occurrence. Such policy shall include Motor Carrier Endorsement MCS-90.

(iii) Should any of the Work involve treatment, storage or disposal of hazardous materials and/or wastes, CONTRACTOR shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$5,000,000 per occurrence/annual aggregate.

(iv) Should any of the Work involve investigation, removal or remedial action concerning the actual or threatened escape of hazardous substances, CONTRACTOR shall also carry Contractors Pollution Liability Insurance in an amount not less than \$2,000,000 per occurrence/annual aggregate. Such insurance shall be written on an occurrence basis with no sunset clause and provide coverage for both sudden and gradual occurrences arising from the work performed under this Agreement. If Completed Operations is limited in the policy, such Completed Operation Coverage shall be for a period of not less than three (3) years. Such insurance shall name ACT and ACT's Client, specified in each Purchase Order, and their subsidiaries and affiliates as Additional Insureds.





(v) Should any of the Work involve professional services, CONTRACTOR shall also carry Professional Liability Insurance in an amount not less than \$2,000,000 per claim/annual aggregate. Such insurance shall be written on a claims made basis with no sunset clause and provide coverage for SUBCONTRACTOR's acts, errors and omissions arising from the Work performed under this Agreement. Coverage must be maintained for a minimum of three (3) years following completion of the Work.

All such policies shall be in form and with insurance carriers acceptable to ACT. CONTRACTOR will cause ACT and ACT's Client to be designated as additional insured on all policies, except for Professional Liability, stating coverage is primary and non-contributory with any other insurance or self-insurance available to any additional insured and shall include a waiver of subrogation in favor of ACT and ACT's Client. CONTRACTOR must provide ACT with thirty (30) days prior written notice of cancellation or material change before cancellation or material change in the policy will be effective. The requirements contained herein as to types and limits, as well as ACT's approval of insurance.

Indemnification: CONTRACTOR agrees to indemnify, defend and hold harmless ACT, its members, managers, officers, directors, employees and agents (the "Indemnified Parties"), from and against any and all liability, claims, demands, suits, actions, proceedings, loss, costs, and damage of every kind and description, including attorney's fees, interest, court costs, and expenses, which may be brought or made against the Indemnified Parties, or any of them, and anytime whatsoever, because of injury or damage to persons (including claims for the death of any person or persons) or property, received or sustained by reason of any act or omission of CONTRACTOR, or its subcontractors or the work itself or any contingency arising therefrom.

Successors and Assigns: Neither ACT nor CONTRACTOR shall assign, subject or transfer its interest in this Agreement without the prior written consent of the other. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their successors and permitted assigns. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than ACT and CONTRACTOR and, to the extent specifically provided herein, to Owner.

Governing Law: The laws of the State of California shall govern the validity and interpretation of this agreement, without regard for conflicts of law principles of this, or any other, jurisdiction. *Scope of Agreement:* This document, including the exhibits which are identified herein and attached hereto and which are hereby made a part hereof and incorporated herein by reference, constitutes the entire agreement between ACT and CONTRACTOR. There are no conditions, agreements or representations between the parties except those expressed herein, This Agreement may only be altered, amended or replaced by a duly executed written instrument. It is not the intent of the parties to this Agreement to form a partnership or joint-venture.

Termination of Agreement: This Agreement may be terminated by either party upon two days written notice in the event of (i) substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party or (ii) change in the project scope or schedule by circumstances beyond the control of ACT. If this Agreement is terminated, CONTRACTOR shall be paid for services performed to the termination notice date.

Waiver: Any waiver with respect to the provisions of this Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. No such waiver shall be construed a waiver of any subsequent breach or default.

Liens: Contractor shall at all times promptly pay for all materials, equipment, services and labor used in the performance of the Work and shall maintain all Work, materials, equipment, structures, premises, and other property free and clear from all liens, security interests, attachments and other encumbrances created by, through or under, or as a result of any act or omission (or alleged act or omission) of, Contractor or any Subcontractor, or other Person providing materials, equipment, services or labor in the performance of the Work, including, without limitation, common law, contractual, statutory and constitutional mechanic's liens, materialman's liens and labor liens ("Liens"). Contractor shall discharge at once, or bond or otherwise secure against, all Liens which are filed or claimed and shall indemnify, defend and hold harmless ACT and its Affiliates, and the owners of the premises on which the Work is performed, from and against any and all Damages asserted or awarded against or incurred by such indemnitees arising out of, resulting from, or relating to, such Liens. Contractor shall provide ACT,



upon its request, with reasonable evidence showing that all materials, equipment, labor, and Subcontractors and suppliers have been paid in full.

Counterparts: This Agreement may be executed in any number of counterparts, each of which will be deemed an original as against any party whose signature appears thereon, but all of which together will constitute one and the same instrument. Any signature to this Agreement transmitted by facsimile or electronic transmission will be deemed an original signature hereto.

Notices: All notices required under this Agreement shall be given in writing to ACT and Contractor at the address set forth in the initial paragraph of this Agreement. All such notices shall be personally delivered or sent by first-class mail, postage prepaid. Notices shall be deemed given when received and shall be deemed received when personally delivered or 48 hours after they are postmarked, if sent by mail.

SECTION 6 – SPECIAL PROVISIONS

CONTRACTOR shall be solely responsible for maintaining all safeguards for the safety and protection of all persons and property that may come in contact with CONTRACTOR'S work area. CONTRACTOR shall comply with all safety and health requirements of any federal, state or local safety, health, or environmental regulatory agencies as well as those safety and health requirements of ACT or ACT's clients and shall cause its employees and agents to so comply.

The parties hereto agree that ACT is not and shall not be considered (i) the owner of hazardous materials, substances, or wastes; (ii) the operator of a waste management facility or (iii) the generator, storer, or disposer of hazardous or solid waste.

Where required by the nature of the work to be performed, CONTRACTOR will use on the premises only those employees who have been properly trained in the work to be performed. That training must include the OSHA required 40-Hour Occupational Safety Health Training for Hazardous Waste Operations course, and may also include certified first aid, cardiopulmonary resuscitation, or other training. 40-Hour HAZWOPER training certificates for any contractor employee on a job site must be furnished to ACT upon request.

All work performed by CONTRACTOR, inclusive of its designated subcontractors, will be performed by persons authorized to work in the United States. CONTRACTOR will be responsible for and shall ensure that any legally-required verification of employment eligibility and identity are performed per federal immigration laws.

Contractor agrees that all information whether oral, written or otherwise, that is supplied to the Contractor by ACT for the work and in the course of any meeting shall be treated as confidential by the Contractor. The Contractor undertakes not to use the information for any purpose, other than for the purpose of the work, without obtaining the written agreement of the ACT. Neither Party to this Agreement shall retain any documents or items connected with the disclosure after collaboration has ceased. No disclosure made by the Contractor shall create any license, title or interest in respect of any Intellectual Property Rights of the ACT. Contractor agrees not to engage in any employment, consulting, or other activity that competes with the business, proposed business or business interests of ACT, and Contractor will not assist any other person or entity in doing so, without ACT's prior written consent. After 3 years, from the date hereof each Party shall be relieved of all obligations under this Agreement.





IN WITNESS WHEREOF the parties hereto have signed this Agreement effective as of the day and year first above written.

(Company)

(Printed Name)

(Signature)

(Title)

(Date)

ACTenviro

(Printed Name)

(Signature)

(Title)

(Date)

