



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 24-DES-RFP-483

THIS AGREEMENT is made, on May 18, 2024, between Apex Companies, LLC, 9700 Capital Court, Suite 100, Manassas, Virginia 20110 ("Contractor"), a Delaware limited liability company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Services
- Exhibit B – Contract Pricing
- Exhibit C – Contractor Performance Evaluation Form

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF SERVICES

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Services" (Exhibit A), the primary purpose of the Work is to provide soil, groundwater and building inspection and testing services, including the necessary personnel and equipment for all shop, field, and laboratory testing and monitoring of the environmental status of real property in Arlington County. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

The Work will commence on 5/22/2024 and must be completed no later than April 30, 2025 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor, the County may, through the issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than three (3) additional 12-month periods, from May 1, 2025 to April 30, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount"). The sum of all task order projects awarded in each one-year contract term shall not exceed one million dollars (\$1,000,000).

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/Unit Price(s) will remain firm until April 30, 2025 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Only the base rate of the fully burdened hourly rates may be increased, and the overhead rate if the Contractor had new audited overhead rates approved. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH.

The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

8. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation. The Contractor will not receive any additional compensation pursuant to this paragraph unless the parties execute a written Contract amendment, and the County issues a purchase order consistent with the amendment.

9. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

10. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. REIMBURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

14. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that the County Purchasing Agent does not authorize.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. * SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

20. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

21. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

22. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's negligent acts, errors, or omissions, including the negligent acts, errors, or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

24. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

25. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties. The provisions of this section will survive any termination or cancellation of this Contract.

26. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

27. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

28. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

29. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

30. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

31. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment

taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

32. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

33. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

34. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

35. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

36. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

38. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

39. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

40. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

41. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

42. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

43. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

44. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

45. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

46. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

47. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

48. NOTICES

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Andrea Heller, Division Manager
Apex Companies, LLC
9700 Capital Court, Suite 100
Manassas, VA 20110
Phone (703) 675-7055
Email: andrea.heller@apexcos.com

TO THE COUNTY:

Jennifer Tastad, Project Officer
DES - Office of Sustainability and Environmental Management
2100 Clarendon Boulevard, Suite 705
Arlington, Virginia 22201
Phone: (703) 228-6542
Email: jtastad@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

49. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of

the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

50. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$1,000,000/1,000,000/1,000,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be provided with the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Errors and Omissions - \$1,000,000 per occurrence. The Contractor shall carry this insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be provided with the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

- i. Environmental Impairment Liability, including coverage of insureds' on-site clean up, with the following minimum limits of liability:

Bodily Injury and Property	2,000,000 each occurrence
Damage Liability	4,000,000 annual aggregate

The County Board of Arlington County, Virginia, is to be named in Additional Name Insured or a Broad Form Contractual Endorsement may be added to the policy as respects any liability that may arise out of or result from the handling of Work on this Project including specifically but without limitation thereto, the indemnity provisions in the Agreement. Such policies will be endorsed to provide that they are primary to an insurance carried by the County Board of Arlington County, Virginia.

- j. Should any of the Work hereunder involve the cleanup, remediation and/or removal of bio-solids, bio-hazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the Contractor shall provide, or shall require its subcontractor performing the work to provide, the following coverage in addition to the above requirements:
 - i. Environmental Liability and Cleanup Coverage – with limits of not less than \$2,000,000 per occurrence.
 - ii. Business Automobile Liability – for transportation or regulated and/or hazardous waste, products, or materials with limits of not less than \$1,000,000, per occurrence. Said coverage shall include County as an additional insured and shall include both the MCS-90 and CA 9948 (or equivalent) endorsements, which shall be specifically referenced on the certificate of insurance.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

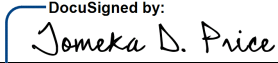
52. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor’s performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor’s work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

APEX COMPANIES, LLC

AUTHORIZED
SIGNATURE: 

NAME: Tomeka D. Price

TITLE: Procurement officer

DATE: 5/22/2024

AUTHORIZED
SIGNATURE: 

NAME: Diane Anderson

TITLE: Vice President & Regional Manager

DATE: 5/21/2024

EXHIBIT A
SCOPE OF SERVICES

The Contractor must furnish all necessary labor, supervision, supplies, materials, and equipment required to conduct environmental land survey services. The Contractor must also provide inspection and testing services for soil, groundwater, and buildings, as well as the personnel and equipment for all laboratory, field, and shop testing and monitoring of the environmental status of County-identified real property.

The County anticipates conducting six environmental land surveys annually; however, the number of projects requested is based on the County's needs. Therefore, the County cannot guarantee an annual minimum or maximum.

1. Three-Level Environmental Land Survey (ELS) Approach

Assessing properties for past, present, and/or potential future on-site and off-site environmental liabilities will involve the application of a three-level approach by the County. This multi-level approach will enable the development of site-specific work scopes while reducing initial survey expenses. To meet particular time constraints, the County may require a combined phase approach for projects that are progressing at an accelerated schedule. The three-level approach consists of:

- A. Level I: The Contractor must perform a Level I ELS, which includes a comprehensive evaluation of published hydro-geological and geological data, land records, and regulatory agency file records. In addition, a physical inspection of the site shall be conducted. The Contractor must evaluate all data and submit to the County a written report detailing the investigative activities upon completion of this review. This report shall include recommendations for additional investigation if warranted by specific site conditions. Level I initiatives do not include subsurface/surface sampling and radon gas inspections unless the County specifically requests such activities.

The Contractor must immediately notify the County of any findings suggesting the potential discharge or presence of hazardous waste materials, contaminated soil, and/or groundwater on the inspected site or adjacent sites. The determination of the type and magnitude of contamination is not within the scope of a Level I ELS and shall be addressed in a Level II ELS. However, the County may request radon gas inspections and subsurface/surface sampling as part of the Level I efforts. The Contractor must develop a Level II scope of work specific to the site, drawing upon the findings and recommendations of Level I.

Level I activities shall include the following:

1. Historical Review: The Contractor must conduct a historical evaluation of the subject property and adjacent sites to identify conditions associated with prior usage which may indicate a potential for contamination, including, but not limited to, the following tasks:
 - Conduct an examination of publicly available documents in order to ascertain whether the site has been under public ownership since at least 1940, as well as to identify any prior use of the site and adjacent sites;
 - Examine any aerial photographs of the property that are accessible;
 - Review of available building and utility permits for the subject property;

- Review of County/city directories and other available published information identifying former occupants/tenants of the site;
 - Conducting interviews with present and former owners and tenants, whenever possible, to obtain information regarding the site's utilization;
 - Evaluation of published hydro-geological and geological data for the site and vicinity;
 - Examination of Arlington County Public Works, Zoning, Building Inspections, Health Department, Fire Department, and other available records for the site.
2. Regulatory File Review: The Contractor must perform a regulatory file review to identify any agency actions filed against the site that may indicate contamination of the subject property, including, but not limited to, the following tasks:
- Examination of hazardous waste (Superfund) sites on the USEPA-National Priority List (NPL) that are located within a one-half (½) mile radius of the site;
 - Examination of USEPA-Comprehensive Environmental Response, Comprehensive Liability Information System (CERCLIS) inventory of potentially hazardous waste sites under investigation within a one-half-mile radius of the site;
 - Examination of Virginia Department of Waste Management's inventory of Permitted Solid Waste Facilities;
 - Review of Virginia Department of Waste Management's Hazardous Waste Handlers List;
 - Review of the Virginia State Water Control Board files for the property and adjacent properties;
 - Review of the Virginia State Underground Storage Tank (UST) Database;
 - Review of Virginia State Water Control Board Leaking Underground Storage Tank (LUST) Database for subject and adjacent properties;
 - Review of State Health Department records relative to surface and ground water for the site;
 - Review of registry of underground storage tanks and reported hazardous materials incidents available through the Fire Prevention Division of the Fire Department;
 - Review of other available data relating to prior or current site usage;
 - Review of Corps of Engineers, FEMA, and other regulatory agencies files for the site.
3. Physical Inspection of Property: The Contractor must conduct a site inspection, documenting current site conditions and identifying areas of potential environmental concern. Information obtained in the historical and regulatory review shall be considered during the site walkover. The Contractor must perform the following tasks:
- Conduct a visual investigation of the property to identify areas of potential environmental concern, including, but not limited to:
 - Site Topography (including wetlands and surface water drainage)

- Containers (Drums, Tanks)
 - Roads, Railroad Tracks
 - Chemical Storage Areas
 - Electrical Transformers (PCBs)
 - Underground Storage Tanks
 - Air Emission Sources
 - Evidence of Underground Voids
 - Landmarks
 - Disposal Areas
 - Stressed Vegetation
 - Water Wells
 - Waterways
 - Drainage Areas
 - Surface Staining
 - Pits, Ponds, Lagoons
- Conduct a visual investigation of the exterior and interior of buildings and structures located on the property, identifying areas of potential environmental concern including, but not limited to:
 - Size, Use, Condition
 - On-site disposal Areas or Equipment
 - Chemical Storage Areas
 - Electrical Equipment
 - Stained/Cracked Building Surfaces
 - Chemical Handling
 - Drains, Sinks, Sumps, Trenches
 - Landmarks
 - Conduct a visual investigation of all accessible interior and exterior areas of all buildings and structures on the property to determine the presence of asbestos-containing materials (ACMs). This asbestos survey consists of identifying asbestos-containing materials (ACMs). This work shall include confirmation sampling and analysis and site-specific work scopes outlining costs for removal and disposal. Asbestos survey work shall meet survey standards for Renovation and Demolition of the Commonwealth of Virginia and Environmental Protection Agency (EPA) requirements for asbestos inspectors, management planners, and designers. The ACM survey shall identify the following:
 - location of ACMs
 - type of ACMs
 - quantity of ACMs
 - estimate of cost for removal of ACMs
 - estimate of cost for design and monitoring of an ACM abatement project.
 - Investigate all accessible interior and exterior areas of all buildings and structures on the property to determine the presence of lead-containing materials (LCMs). This lead survey consists of identifying suspect lead-containing building materials (LCMs). This option shall include confirmation sampling and analysis, and site-specific work scopes outlining costs. Lead survey work shall meet all requirements of the Commonwealth of Virginia, as well as EPA requirements for lead inspectors, management planners, and designers. The LCM survey shall identify the following:
 - location of LCMs
 - type of LCMs

- quantity of LCMs
 - estimate of cost for removal of LCMs.
- Examine adjacent properties for general condition and use as can be observed from the public right-of-way.
 - Interview parties familiar with the history of the site and adjacent sites if possible;
 - Document existing site conditions through photographs, field notes, and detailed site maps;
 - When a Level I ELS indicates evidence of a potential release or presence of hazardous waste materials, contaminated soil, and/or groundwater on the site being inspected or adjacent sites, the Contractor shall immediately notify the County Fire Department of such findings. Such notification shall be consistent with the Statewide Fire Prevention Code (SFPC F - 2310.1 and F - 2310.2). The Contractor shall notify the County Project Officer of the finding and the Fire Department notification.
4. Written Report: The Contractor must electronically submit to the Project Officer a written report detailing the investigative activities and making recommendations regarding any further investigation. The ELS report must include the following:
- Executive Summary
 - Introduction
 - Facility or property description
 - Location Map
 - Site Map
 - Analysis of Historical Review
 - Analysis of Regulatory Review
 - Analysis of Field Investigation
 - Summary and Conclusions
 - Recommendation(s)
 - Site photographs (color, size 3 x 5)
 - Appendices

5. LEVEL I ELS OPTION

Wetland Survey: As an option to the scope of service during a Level I ELS, the Contractor may be required to conduct a detailed wetland delineation in accordance with the Federal Manual for the Identification and Delineation of Jurisdictional Wetlands or most current regulatory standards. Should a project's requirements impact a jurisdictional wetland, the Contractor may be required to prepare the necessary Corps of Engineers permit application for either a general or nationwide permit. (Should the approval of the permit require mitigation, the Contractor may be requested to provide experienced staff to design the wetland mitigation measures and monitor the implementation thereof.).

Subsurface/surface sampling and radon gas inspections: additional research required by the County may include, but is not limited to, subsurface/surface sampling and analysis of soil and/or groundwater through the installation of test pits, soil borings, and monitoring wells. The Contractor must prepare a written report that details the investigative activities. Sampling and soil and/or groundwater analysis shall follow all applicable EPA or state-approved procedures.

B. Level II: The Contractor must conduct a Level II ELS consisting of additional research, geotechnical and electromagnetic surveys, and sampling program development at the County's request. The additional research may include, but is not limited to, subsurface/surface sampling and analysis of soil and/or groundwater through the installation of test pits, soil borings, and monitoring wells. The Contractor shall provide a final report detailing the investigative activities. The Level II scope of work shall include the following field activities:

1. Sample Collection: The sample collection must follow applicable EPA or state-approved procedures. The Contractor shall employ personnel to collect samples in accordance with chain-of-custody forms. This form must be enclosed with the sample from the time it is collected until it is delivered to the laboratory for analysis. This form shall provide constant and accurate information regarding the sample until its proper disposal. Field personnel shall assign accurate numbers to samples to ensure the integrity of the data. For the purpose of enhancing the data's reliability, all field data shall be recorded in a project record log using ink during sample collection. Inputted into the project record log shall comprise all relevant data, including dates, times, diagrams, instrumentation, calibration, and other pertinent information.

In accordance with applicable federal or state protocols, collecting field samples in addition to other samples for environmental testing is mandatory. The Contractor must submit blanks to the laboratory, which analyzes them to determine the presence of the appropriate constituents.

Samples must be collected in certified "clean" sampling containers, as specified by applicable protocol. Samples must be preserved with the proper preservatives. The preparation of sample containers must adhere to the guidelines set forth by the EPA by a qualified laboratory.

Property certification is required for installation of monitoring wells; installation must adhere to EPA standards.

The Contractor must provide appropriate interim storage, testing, and disposal procedures for the following:

- 1) soil cuttings generated during site investigation of the site;
- 2) water generated from equipment decontamination, installation, purging, flushing, or sampling of groundwater monitoring wells; and
- 3) personal protective equipment and other disposable equipment used during the site investigation.

It is mandatory to store, handle, dispose of, and maintain records of all hazardous and non-hazardous materials in accordance with the regulations set forth by the US Environmental Protection Agency and the Virginia Department of Environmental Quality. Such materials shall not be stored at the work site for more than 30 calendar days.

2. Analytical Procedures: The Contractor must obtain all testing data related to this work from a reliable laboratory. The Contractor must conduct routine inspections of all off-site laboratories (which are under the Contractor's employment) in order to assess the internal quality assurance/quality control (QA/QC) programs' materials, equipment, and processes. All analytical services must be completed according to the Environmental Protection Agency's approved methods and other standards (National Voluntary Laboratory Accreditation Program (NVLAP) and National Institute of Standards and Technology (NIST)) required to ensure continued accreditation of the analytical laboratory.

The Contractor must maintain a quality assurance and quality control program (QA/QC) that is approved by the County. The QA/QC program must include field, laboratory, and data components. The field QA/QC program must be designed in a way that prevents any compromise on sample quality or sample analyses during handling and transport.

The laboratory QA/QC program must include analysis of blank, duplicate, and spiked samples to verify the precision and accuracy of the analyses. Additionally, compliance with all supplementary QA/QC procedures established by the accredited laboratory is required.

Prior to their submission to the County, the results of the sample analyses shall be subject to review as part of the data QA/QC program. The Contractor must advise the appropriate County personnel on whether to accept or reject any suspicious or nonconforming results following a discussion with said personnel.

- C. Level III: Upon request by the County, if contamination is discovered on the site, the Contractor must conduct a Level III ELS that addresses remedial action. A site-specific scope of work must be prepared in accordance with the Level III ELS requirements, drawing from the findings and recommendations of the Level I and Level II ELS.

2. General Requirements

A. Project Management

The Contractor must employ a capable project team to maintain high-quality service. Each team must comprise a firm Principal, geologist/environmental scientist, and qualified support personnel. In addition to ensuring budget and schedule adherence, project management shall prioritize the technical quality of the work.

Upon notice to proceed, the Contractor's Project Manager must schedule an initial meeting on the goals and objectives of the project and discuss any special situations. Throughout the duration of the project, the Contractor's Project Manager must be responsible for project tracking. All pertinent information obtained during the investigations must be recorded to enhance the reliability of the project data. Additionally, the Contractor's Project Manager must review all data obtained during the record reviews, providing quality assurance and quality control throughout the project. Each report must undergo an internal review prior to being submitted to the County.

At the completion of each specific project task, preliminary written or verbal reports must be required. These shall be followed by a detailed written report specifying the specific findings and recommendations. If requested by the county, a draft report must be submitted prior to the final report release. The Contractor is required to meet with the County to address any potential environmental concerns identified on and/or adjacent to the site and to address subsequent action.

B. Regulatory Compliance

The Contractor must notify the County to ensure that the County complies with all applicable environmental regulations. The Contractor must provide notification of compliance with the most stringent applicable regulation in cases where regulations differ. The Contractor's recommendations must accurately reflect the most current regulations set forth by the federal, state, local, and Virginia governments. The Contractor must provide the County with written notice of any modifications to these regulations that occur or are undergoing a legislative proposal process. In the absence of a project-specific regulatory standard, the Contractor must provide an advisory opinion on the industry standard known as "state of the art" at the time, in addition to suggesting alternative standards/approaches.

C. Personnel

The Contractor must assign a PROJECT MANAGER to oversee the undertaking. This individual must possess demonstrated leadership and management abilities and be well-versed in all facets of the necessary field testing. As the Contractor's lead person on the project, the Project Manager must coordinate the activities of all laboratory and field personnel as required. This individual must be permanently assigned to the project throughout the duration of the agreement.

Additionally, as specified in the Scope of Services, the Contractor must appoint GEOLOGISTS, ENVIRONMENTAL SCIENTISTS, ASBESTOS SURVEY STAFF, and ENGINEERING TECHNICIANS to staff the project. Their primary responsibilities must be to ensure exhaustive testing and data collection. These individuals must be assigned as required by surveys requested by Arlington County.

The Contractor must designate a staff member with practical experience in building design, construction, or systems.

Assign the PRINCIPAL OF THE FIRM to the project to ensure the quality of the field services, provide corporate assistance as needed, and provide consultation, engineering, and management services as required throughout the project.

The initial project set-up and staffing must be the PROJECT MANAGER's responsibility, in collaboration with the PRINCIPAL OF THE FIRM. In addition, the PROJECT MANAGER must review and assess all test results and reports. Regular and frequent reviews of the job progress and quality assurance program shall be conducted between the PRINCIPAL OF THE FIRM and the PROJECT MANAGER, as the project requirements dictate. The quality assurance and quality control program must be the responsibility of the PRINCIPAL OF THE FIRM. The Contractor must provide adequate staff and resources for assistance required during the performance of the services.

D. Task Assignment Procedures

When a task is required, the Contractor must follow the procedures below:

1. For each new task, the County will notify the Contractor via email with a scope of work, including a written description of the work and deliverables. Upon request from the County, a meeting may be scheduled with the Contractor to discuss project requirements. Within ten (10) business days, the Contractor shall submit via email to the County Project Officer a not-to-exceed cost and technical approach task proposal to perform the work based upon the Contractor's fixed hourly rates as outlined in the contract. Preparation of all proposals shall be at no cost to the County. At a minimum, the proposal must include the following elements.
 - a. Propose a lump sum price (broken out by sub-tasks if any are included) and the total number of hours required for each staff category to complete the scope of work for the project.
 - b. A narrative describing the work needed for each task, including identifying obstacles and proposed solutions.
 - c. Estimated start and completion dates.
2. The County will review the Contractor's task proposal for acceptance and may elect to negotiate the scope, hours, fee, and schedule to meet the County's needs. If the County and the Contractor cannot agree on the negotiated scope, hours, fee, and/or schedule, the County reserves the right to issue a separate solicitation for the task.

3. If the County accepts the proposal, it will issue a task order directing the Contractor to perform the work and a purchase order to encumber funds for the project. The Contractor cannot perform any work for any project until the Project Officer has approved the proposal and the Contractor has received an approved County purchase order covering the individual project.

E. Required Personnel

The Contractor shall have qualified personnel assigned to this project. At a minimum, staff assigned to work under this contact shall have the following credentials:

- Certified Industrial Hygienist (CIH)
- Certified Hazardous Materials Manager (CHMM)
- VA licensed Professional Geologist (PG)
- VA licensed Professional Engineer (PE)
- VA licensed Surveyor

**EXHIBIT B
CONTRACT PRICING**

POSITION OR TASK	FULLY BURDENED RATES	UOM
Principal	\$ 221.10	Hr.
Project Manager	\$ 165.09	Hr.
ELS Task Managers		
Level III (Scientist 3 / Asst Project Manager)	\$ 114.06	Hr.
Level II (Scientist 2 / Mid-Level Scientist)	\$ 102.05	Hr.
Level I (Scientist 1)	\$ 85.55	Hr.
CADD/Graphics	\$ 102.05	Hr.
Administrative Support	\$ 72.04	Hr.
VA licensed Professional Geologist	\$ 153.08	Hr.
Certified Industrial Hygienist	\$ 184.60	Hr.
Two-man Survey Crew	\$ 218.40	Hr.
Senior Engineer (VA Licensed)	\$ 189.10	Hr.
Engineer (VA Licensed)	\$ 153.08	Hr.
Senior Archeologist	\$ 132.07	Hr.
Other Common Fees		
Regulatory Database Search (includes a physical setting report, aerial photographs, topographic maps, and fire insurance maps)	\$ 330.40	Parcel
Environmental Lien Search	\$ 156.80	Parcel
Fire Insurance Map	\$ 106.40	Parcel
Infrared Camera	\$ 50.40	Day
Indoor Air Quality Meter (including Temperature and Humidity, CO2, and CO)	\$ 50.40	Day
Moisture Meter	\$ 28.00	Day
PID	\$ 84.00	Day
Field Colorimetric Analysis	\$ 28.00	Each
Sub-Meter GPS	\$ 112.00	Day
Asbestos - PLM Bulk Sample (24-Hour TAT)	\$ 9.69	Each
Lead Analyzer (XRF)	\$ 252.00	Day
Private Utility Locator	\$ 226.24	Hr.
Concrete/Asphalt Coring	\$ 1,422.40	Day
Truck (hourly rate) or 129.92/Day	\$ 16.24	Hr.
Laboratory Fees		
TO-15 Analysis	\$ 218.40	Each
Radon	\$ 39.20	Each
Asbestos- PLM Bulk Sample (72-Hour TAT)	\$ 8.68	Each

Asbestos- PLM Bulk Sample (24-Hour TAT)	\$	9.69	Each
Asbestos - PCM Air Sample (On-Site)	\$	5.60	Each
Asbestos - TEM Air Sample (24-Hour TAT)	\$	72.80	Each
VOCs	\$	106.40	Each
TPH-DRO	\$	56.00	Each
TPH-GRO	\$	50.40	Each
RCRA Metals	\$	100.80	Each
PCBs	\$	84.00	Each
Semi-Volatiles (SVOCs)	\$	229.60	Each
Priority Pollutant Metals	\$	218.40	Each
TCLP Metals	\$	218.40	Each
Photoionization Detector	\$	84.00	Day
Interface Probe	\$	56.00	Day
55-Gallon Drums (w/o disposal fee)	\$	140.00	Each
55-Gallon Drums (w/ disposal fee) (non-haz- petroleum impacted soil, absorbent and liquids)	\$	296.80	Each
Drum Disposal Transportation Fee (non-haz- petroleum impacted soil, absorbent and liquids)	\$	392.00	Trip
Drum Disposal (non-haz- petroleum impacted soil, absorbent and liquids) Fuel Surcharge	\$	84.00	Trip
Hollow-Stem Auger Drilling			
Mob/demob Track Rig/Auger	\$	1,008.00	Event
Decon Pad	\$	336.00	Pad
Continuous MacroCore Sampling	\$	11.20	Each MCs
HSA drilling 0 to 50 ft (4-inch)	\$	33.00	Ft.
HSA drilling 0 to 50 ft (2-inch)	\$	24.64	Ft.
Install 2" PVC wells 0 to 50 ft	\$	28.00	Ft.
Install 4" PVC wells 0 to 50 ft	\$	31.36	Ft.
Decontamination	\$	308.00	Hr.
Protective Steel Covers (flushmount)	\$	319.20	Each
Field PM Labor	\$	135.07	Hr.
Standard Direct Push Technology/Geoprobe (MacroCore Soil and Grab Groundwater Sampling)			
Mob/demob Track Rig	\$	336.00	Event
Geo probe DPT Soil and GW Sampling	\$	2,800.00	Day
Field PM Labor	\$	135.07	Hr.
Temporary Piez. Materials (\$50.40/Riser (5Ft. Per Riser))	\$	10.08	Ft.
All other subcontract, specialty equipment otherwise not listed and third-party project-related expenses will be invoiced at cost plus 10 percent.			

EXHIBIT C
CONTRACTOR PERFORMANCE EVALUATION FORM
ARLINGTON COUNTY GOVERNMENT

Contractor Performance Evaluation Form

Contractor Name: _____ Contract No.: _____

Date: _____ Project/Contract Name: _____

Interim Evaluation _____ Final Evaluation _____

Scope of Work/Services Provided:

Contract Start Date: ___/___/___ Contract End Date: ___/___/___ Actual Completion Date: ___/___/___

Please rate the effectiveness of the Contractor's performance on the Contract/Project across the following dimensions:

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent

Written comments to explain assigned ratings are required for any performance ratings below "satisfactory" or an "excellent" in any category.

Evaluation Questions

1. Quality of Workmanship

Rate the quality of the Contractor's workmanship. Were there quality-related or workmanship problems on the Contract? Was the Contractor responsive to remedial work required?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

2. Problem Solving and Decision Making

Rate the Contractor's ability to provide effective and creative problem solving, coordination and fair decision making on Contract/Project.

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

3. Project Schedule

Rate the Contractor's performance with regard to adhering to contract schedules. Did the Contractor meet the contract schedule, or the schedule as revised by approved change orders? If not was the delay attributable to the Contractor?

Unacceptable Poor Satisfactory Excellent N/A

4. Subcontractor Management

Rate the Contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems?

Unacceptable Poor Satisfactory Excellent N/A

5. Safety

Rate the Contractor's safety procedures on this Contract/Project? Were there any OSHA violations or serious safety accidents?

Unacceptable Poor Satisfactory Excellent N/A

6. Environmental Compliance

Did the Contractor comply with local, state, and federal environmental standards in the performance of the Contract? Did the Contractor comply in good faith with local erosion and sedimentation control requirements and/or any Stormwater Pollution Prevention Plan?

Unacceptable Poor Satisfactory Excellent N/A

7. Change Orders

Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extra work reasonable?

Unacceptable Poor Satisfactory Excellent N/A

8. Paperwork Processing

Rate this Contractor's performance in completing and submitting required project paperwork (i.e., change orders, submittal, drawings, invoices, workforce reports, etc.) Did the Contractor submit the required paperwork promptly and in proper form?

Unacceptable Poor Satisfactory Excellent N/A

9. Supervisory Personnel

Rate the general performance of this Contractor's supervisory personnel. Did they have the knowledge, management skills and experience to run a project of this size and scope?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

10. Expertise, Knowledge and Experience

Rate this Contractor's personnel. Were they dedicated, experienced and qualified for the duration of project.

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

11. Project/Contract Closeout

Rate the Contractor's performance on timeliness and quality of closeout deliverables such as As-Built Drawings, Operation and Maintenance Manuals, and training. Did the Contractor complete the tasks or Project on schedule; was the punch list completed within the allotted time?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

12. Level of Overall Performance

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

Based on these comments, would you recommend this Contractor for comparable work in the future?

Yes No

Please provide any comments regarding the Contractor's performance or the quality of its work. The Contractor can also provide any comments or clarification on the evaluation in the box below.

(Project Officer or Contractor, use additional sheets, if Necessary):

Signatures and Certifications:

1. The information contained in this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the Contractor's performance record on this Contract; and,
2. The contents on the evaluation form and the ratings were not negotiated with the Contractor or its representative for any reason.

Evaluator's Signature: _____ Date: _____

Evaluator's (PjO) Printed Name _____ Evaluator's
Title: _____

Contractor's signature below acknowledges receipt and the opportunity to respond:

Contractor Signature: _____

Date: _____

Contractor Printed Name: _____ Title: _____

EVALUATION RATINGS DEFINITIONS

Rating	Definition	Notes
Excellent	Performance meets contractual requirements and exceeds many to the County's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the County. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Poor	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify poor performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the County. A poor rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unacceptable	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the County. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).
Not Applicable (N/A)	N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.	

END