



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

CONTRACT AWARD COVERPAGE

TO:	MILLER ENVIRONMENTAL GROUP, INC	DATE ISSUED:	February 10, 2023
	7320 Lockport Place, Unit A	CONTRACT NO:	23-FIR-R-488
	Lorton, VA 22079	CONTRACT TITLE:	Tank Spill Response Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-FIR-R-488 including any attachments or amendments thereto.

EFFECTIVE DATE: February 10, 2023
EXPIRES: August 4, 2023
RENEWALS: ONE (1) ADDITIONAL ONE-YEAR RENEWAL FROM AUGUST 5, 2023, TO AUGUST 4, 2024.
COMMODITY CODE(S): 92665, 92678
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 23-FIR-R-488
ATTACHMENT A – County of Prince William contract 5407624

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u>	George Wallace	<u>VENDOR TEL. NO.:</u>	(631) 369-4900
<u>EMAIL ADDRESS:</u>	gwallace@millerenv.com		
<u>COUNTY CONTACT:</u>	J. Shawn Hill (FIR)	<u>COUNTY TEL. NO.:</u>	(703) 228-4659
<u>COUNTY CONTACT EMAIL:</u>	jhill@arlingtonva.us		

PURCHASING DIVISION AUTHORIZATION

NAME: JAVIER ITURRALDE **TITLE:** PROCUREMENT OFFICER **DATE:** February 10, 2023



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

RIDER AGREEMENT NO. 23-FIR-R-488

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **Miller Environmental Group, Inc.** ("Contractor"), a New York corporation with a place of business at 7370 Lockport Place, Unit A, Lorton, Virginia, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A: County of Prince William, Contract 5047624, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract").

This Agreement rides a contract awarded to the Contractor by the County of Prince William and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the County of Prince William. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall 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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than August 4, 2023 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the County of Prince William renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for one (1) one-year renewal periods from August 5, 2023, to August 4, 2024 (“Subsequent Contract Term”). However, if the County of Prince William does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish Tank Spill Response Services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

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

7. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. NOTICES

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

TO THE CONTRACTOR:

Miller Environmental Group, Inc.
George Wallace, Vice President
7320 Lockport Place, Unit A
Lorton, VA 22079
Phone: (631)369-4900
Email: gwallace@millerenv.com

TO THE COUNTY:

J. Shawn Hill, Project Officer
2100 Clarendon Blvd, Suite 400
Arlington, VA 22201
Phone: (703)228-4659
Email: jhill@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

11. 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.

12. COUNTERPARTS

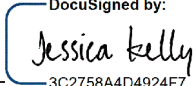
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MILLER ENVIRONMENTAL GROUP, INC.

AUTHORIZED SIGNATURE:  DocuSigned by:
F3B19877EB39437...

AUTHORIZED SIGNATURE:  DocuSigned by:
3C2758A4D4924F7...

NAME: Javier Iturralde

NAME: Jessica Kelly

TITLE: Procurement Officer

TITLE: Contract Manager

DATE: 2/10/2023

DATE: 2/10/2023



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703 Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT
Purchasing

CONTRACT: 5047624

SUBJECT: Tank Spill Response (Secondary)

Between:

PRINCE WILLIAM COUNTY

1 COUNTY COMPLEX COURT (MC460) PRINCE WILLIAM, VA 22192-9201

703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

Miller Environmental Group, Inc.
7320 Lockport Place, Unit A
Lorton, Virginia 22079

This Contract is entered into this 5th day of August, 2019, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

SECTION I - SPECIAL PROVISIONS

I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Using Department" for the purpose of this Contract shall mean Department of Finance, Risk and Wellness Services.

"Contract Administrator" assigned to administer this Contract for the County is Jennifer Boeder, Environmental Program Manager.

"Contractor" shall mean: Miller Environmental Group, Inc., 7320 Lockport Place, Unit A, Lorton, Virginia 22079, whose authorized representative is George Wallace, Vice President/CCO, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Contract Period

The term for this Contract shall be for one year from date of execution. The County shall have the option to extend the Contract for four (4) additional one year periods, contingent upon availability of funds for the purpose, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP. The option to renew shall be exercised at the sole discretion of the County.

The County shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current contract. In the absence of any notification to renew, the contract shall automatically terminate on the expiration date specified in the contract. Agreement to extend the contract term shall not be final until the contractor provides written acknowledgement of the extension.

I.3 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Proposal dated March 6, 2019,
2. County's Solicitation number RFP7063105 entitled "Tank Spill Response, Tank Emergency Response, Tank Inspection, Tank Repair, and Tank Installation and/or Removal," as amended.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: RFP 7063105. This Contract shall take precedence over all of the documents referenced above.

I.4 Provision of Services

The Contractor hereby agrees to provide tank services to the County as described herein and further outlined in Attachment A, Scope of Work. This Scope of Work shall take precedence over the documents set forth in provision, Incorporation of Documents, in the event of inconsistency.

The Contractor understands and agrees that there are Primary Contracts with the County for tank services. The Contractor agrees that the Secondary Contracts may be utilized in the event the Primary Contractor cannot perform its contractual obligations and/or cannot provide services in a reasonable time period as County projects dictate. If the

County, in its sole discretion, determines that its requirements are too large or too numerous for the Primary Contractor to meet the County's performance schedule, then the Secondary Contractor will be utilized to meet the needs of the County.

It is understood and agreed however, that the availability of a Secondary Contractor will not excuse the Primary Contractor from performance of its contractual obligations.

I.5 Contract Amount

In return for the services identified above, and subject to the "Non-Appropriation of Funds" clause herein, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with such formula for payments as set forth in Attachment B.

I.6 Method of Payment

The Contractor shall submit invoices listing the services performed and completed as outlined in Attachment A. The invoice should cite the Purchase Order Number, Contract Number and date of services or delivery of an end product.

The County will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of each of the requested services as set forth in the payment schedule in Attachment B.

I.7 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.8 Key Personnel

The Contractor shall assign to this Contract the following key personnel:

Kate LoPiccolo – Assistant Manager

Mark Lucy – ~~Branch Manager~~ Project Manager

Ed Millius – Field Supervisor

Kris Spicer – Assistant Project Manager

Travon German – Foreman

During the period of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. All substitutions are subject to the final approval of the County. The Contractor shall notify the Contract Administrator within 5 calendar days after the occurrence of any these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

I.9 Inspection and Acceptance

All tasks and reports shall be conducted and completed in accordance with recognized and customarily accepted industry

practices, and shall be considered complete when the deliverables are approved as acceptable by the Contract Administrator in writing. In the event of rejection of any report or deliverable, the Contractor shall be notified in writing and shall have ten (10) working days from date of issuance of notification to correct the deficiencies and resubmit the report/deliverable. Failure to submit acceptable work within the 10 days shall constitute a breach of the contract for which the Contractor may be held in default.

I.10 Insurance

The Contractor shall maintain insurance, in an amount and a form set forth in RFP7063105.

I.11 Hold Harmless

The Contractor hereby agrees to indemnify, defend at its own expense, and hold harmless the Board of Supervisors of Prince William County, Virginia, and their officers, agents, employees and volunteers, from any and all injuries, damages and losses however or by whomever sustained, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission of the Contractor, including its agents, Subcontractors, employees, and volunteers, in connection with work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

SECTION II GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination by Contractor Prohibited

1. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.5 Drug-free Workplace

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's 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 violations of 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 over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

II.6 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.7 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. Cost of work performed or supplies delivered;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.

2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.8 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.9 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.10 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.11 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.12 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.13 Governing Law, Courts, and Legal Compliance

The Solicitation and the Contract shall be governed by the laws of the Commonwealth of Virginia. Any litigation arising out of or related to the solicitation and the Contract shall be brought in a state court located in Prince William County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, and the appropriate appellate court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction. The Contractor shall comply with all applicable federal, Virginia and county laws, codes, applicable federal, Virginia, and County laws, codes, ordinances, regulations, permits, and requirements. Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

II.14 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA



County Representative

Michelle L. Attreed

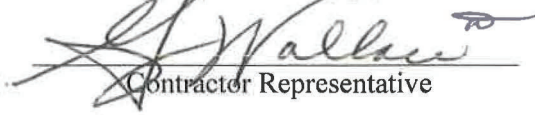
Director of Finance

1 County Complex Court

Prince William, VA 22192

mattreed@pwcgov.org / 703-792-6700

CONTRACTOR
Miller Environmental Group, Inc.



Contractor Representative

EVP/CCO

7/31/19

Title

ATTEST:


Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE



Date: 7-29-19

ATTACHMENT A – SCOPE OF WORK

(A) SPILL RESPONSE – GENERAL (Secondary)

The Contractor shall arrive within two (2) hours of receiving notification and begin to assess, control, contain, clean-up and dispose of spills of materials determined to pose a hazard to people, environment and property, in accordance with Federal, State, and Local regulations/standards/guidelines.

Contractor shall (summarized):

- Have and maintain appropriate training for personnel, providing proof of training, driver licensing, any state or federally required certifications, and criminal history of employees, as requested
- Keep current all required apparatus and equipment inventories needed for response
- Have a relationship or access to a certified independent laboratory for sample testing when required during contamination incidents, and will collect, submit and document sampling conducted on behalf of the County for testing
- Resupply emergency spill response equipment for public safety emergency response units that provide services during the spill, and will bill such supplies to the responsible party
- Respond to all dispatched calls within 2 hours unless extremely adverse weather or traffic conditions prevent it
- Provide 24-hour emergency number for response
- Provide a rate of schedule for fees that include rates for equipment, labor charges, supplies, and administrative fees
- Provide a narrative and pictures of their incident actions, disposal manifests and copy of invoices. Completion reports shall be provided within 5 days of conclusion of incident.

(B) SPILL RESPONSE – EMERGENCY (Secondary)

Contractor shall allow contract provision for granting authority to assign specified individuals within departments to be able to authorize vendor service without approval of the contract administrator during emergencies. Such individuals may include Hazardous Materials Officer, Director of Public Works and Risk Manager.

All above activities shall be done in accordance with Federal, State, and Local regulations/ standards/guidelines. This includes all permit requirements.

Building Development: <http://www.pwcgov.org/government/dept/development/bd/Pages/fuel-storage.aspx>

Fire Marshal's Office: <http://www.pwcgov.org/government/dept/FR/fmo/Pages/Hazardous-Use-Permit-Information.aspx>

<http://www.pwcgov.org/government/dept/FR/fmo/Documents/Gasoline%20and%20Diesel%20Dispensing%20Application%20as%20of%2006-04-2018.pdf>

<http://www.pwcgov.org/government/dept/FR/fmo/Documents/Operational%20Permit%20Spill%20Contingency%20Plan%20as%20of%2006-04-2018.pdf>

ATTACHMENT B -- SCHEDULE OF PRICES



FUEL SURCHARGE SCHEDULE

Miller Environmental Group (MEG) utilizes the following schedule that accounts for the rise and fall of petroleum prices and its impact to our service. The following surcharge will be applied and documented using the Department of Energy Index for the Central Atlantic Region for On Highway Diesel Fuel pricing during the period of service. The fuel surcharge will apply to the equipment and materials on an invoice. MEG has avoided adding these costly surcharges to our base equipment and material rates on a permanent basis.

The following table is based on the Department of Energy Index taking into account the initial fuel charge included in the rate of the equipment and/or material utilized.

Fuel Index Range Price Per Gallon	Applicable Surcharge %Percentage
\$2.000 to \$2.499	3.0
\$2.500 to \$2.999	5.0
\$3.000 to \$3.399	8.0
\$3.400 to \$3.799	10.0
\$3.800 to \$4.099	15.0
\$4.100 to \$4.499	20.0
\$4.500 to \$4.759	25.0
\$4.760 to \$4.999	30.0
\$5.000 to \$5.259	35.0
\$5.260 to \$5.499	40.0

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LABOR SCHEDULE

NO.	TYPE	RATE	UNIT
1000a	Legal Support/Expert Witness	\$600.00	hour
1001	Incident Commander/Company Official	\$176.00	hour
1002	Project Manager	\$146.00	hour
1003	Supervisor	\$127.00	hour
1004	Foreman	\$100.00	hour
1005	Haz Mat Technician	\$77.00	hour
1005a	Marine Personnel/Deckhand	\$83.00	hour
1006	Tugboat Captain (Licensed Master of Towing Vessels)	\$146.00	hour
1007	Material Handler	\$84.00	hour
1008	Equipment Operator	\$84.00	hour
1008a	Heavy Equipment Operator	\$100.00	hour
1008b	Licensed CDL Class A Driver	\$99.00	hour
1008c	Licensed CDL Class B Driver	\$92.00	hour
1009	Trained Laborer/Flagman	\$70.00	hour
1010	Engineer	\$176.00	hour
1011	Geologist	\$112.00	hour
1011a	Professional Geologist	\$275.00	hour
1012	Drill Master	\$113.00	hour
1013	Systems Technician	\$77.00	hour
1014	Professional Engineer	\$299.00	hour
1015	Certified Industrial Hygienist	\$210.00	hour
1016	Senior Hydrogeologist	\$133.00	hour
1017	Chemist/Certified Hazardous Materials Manager	\$154.00	hour
1018	Health & Safety Manager	\$112.00	hour
1019	Diver	\$239.00	hour
1020	Vessel Captain/Tanker Captain	\$127.00	hour
1021	Field Accountant/Project Administration	\$70.00	hour
1022	Welder/Fabricator/Mechanic	\$112.00	hour
1023	Certified Lead/Asbestos Professional	\$127.00	hour
1024	Senior System Technician	\$91.00	hour
1025	Waste Coordination /Approval/Classification/Traffic Control Permitting	\$266.00	event
1026	Emergency Response Activation	\$466.00	event
1027	Spill Closure Letter	\$399.00	event

LAND BASED EQUIPMENT

NO.	TYPE	RATE	UNIT
2001a	Vacuum Truck 10 Wheel 3200 Gallon ³	\$107.00	hour
2001b	Stainless Steel Vacuum Truck ³	\$120.00	hour
2001c	Trailer/Skid Mounted Vacuum Unit	\$100.00	hour
2002	Vacuum Trailer and Tractor ³	\$127.00	hour
2003	Stainless Steel Vacuum Trailer and Tractor ³	\$133.00	hour
2004	Demurrage of Vacuum Trucks	\$1,118.00	day
2005	Stainless Steel Storage Trailer	\$419.00	day
2006	Vacuum Tank Truck Cleaning Charge & Disposal	\$1,957.00	each
2007	Frac-Tank, 20,000 gallons	\$100.00	day
2007a	Frac-Tank, 10,000 gallons	\$80.00	day
2007b	Double Wall Storage Tanks 2000 - 10000 Gallons	call for quote	
2007c	Towable Storage Bladder 2500 Gallons	\$133.00	day
2007d	Towable Storage Bladder 5000 Gallons	\$266.00	day
2008	Portable Dike 12' x 44' x 1' / Containment	\$64.00	day
2009	300 gal Portable Tanks	\$64.00	day
2010	Liquid Ring Vacuum Truck ³	\$200.00	hour
2011	High Velocity Air Mover Truck (High Dump) ³	\$153.00	hour
2011a	Demurrage of Guzzler/Vactor Truck	\$1,265.00	day
2012	Guzzler/ Vactor (Side Discharging) ³	\$176.00	hour
2015	Guzzler Support Truck	\$350.00	day
2016	Guzzler Baghouse Cleaning/Replacement	\$1,997.00	each
2017	Roll-Off Truck	\$84.00	hour
2018	Roll-Off Container ¹	\$56.00	day
2019	Vacuum/Intercept Box	\$87.00	day
2020	Roll-Off Tractor/Trailer	\$127.00	hour
2021	Roll-Off Liner	\$56.00	each
2022	Response Truck	\$64.00	hour
2023	Rack/Box/Flatbed/4X4 Trucks/RTV	\$56.00	hour
2024a	Forklift	\$87.00	hour
2025	4 x 4 RTV/Side by Side	\$56.00	hour
2026	6 x 6 Amphibious Unit/Large Track Dump	\$84.00	hour
2027	Utility Trucks/Sedans	\$176.00	day
2028	Transport Van	\$316.00	day
2029	Boom Truck ²	\$70.00	hour
2030	Tractor	\$70.00	hour
2031	Six Wheel Dump Truck	\$70.00	hour
2032	Ten Wheel Dump Truck	\$99.00	hour
2033	Emergency Environmental Response Unit	\$127.00	hour
2034	Equipment/Boom/Utility/Box Trailer/Low Boy Trailer	\$366.00	day
2034a	Command Trailer/Bus	\$666.00	day

NOTES

1. MEG requires written preauthorization prior to the movement of Roll Off Containers by others.
2. Lift Charge when applicable @ \$250.00/Lift.
3. Vacuum and Guzzler Trucks come with 100' of Hose.

LAND BASED EQUIPMENT - Cont.

NO.	ITEM	RATE	UNIT
2035	Refrigerated/Heated Trailer 42 ft	\$866.00	day
2036	Hydro Blaster (10,000 psi)	\$120.00	hour
2036a	Dustless Blaster	\$87.00	hour
2037	Hydro Blaster (20,000 to 40,000 psi)	\$279.00	hour
2038	High Pressure Hot Water Washers (Hotsy)	\$699.00	day
2039	Hotsy Truck/Trailer	\$84.00	hour
2040	Steam Jenny	\$490.00	day
2041	Sewer Jet	\$84.00	hour
2042	Power Washer	\$233.00	day
2042a	Dust Suppression Unit	\$1,132.00	day
2043	Jet/Vac Truck	\$138.00	hour
2044	Robotic Video Inspection Truck	\$252.00	hour
2044a	Push Camera	\$666.00	day
2045	Power Street Sweeper	\$99.00	hour
2046	Payloader (1 yard) CAT 903 or Equivalent	\$127.00	hour
2046a	Payloader (3 yard) CAT 950 or Equivalent	\$176.00	hour
2047	Payloader (5 yard) CAT 966 or Equivalent	\$245.00	hour
2048	Bulldozer - CAT D4 or Equivalent	\$112.00	hour
2048a	Bulldozer - CAT D5 or Equivalent	\$167.00	hour
2049	Track Loader - CAT 941 or Equivalent	\$99.00	hour
2050	Skidloader (Bobcat)/Mini Track Dump/Mini Excavator	\$70.00	hour
2050a	Skidloader (Bobcat) Attachments	\$366.00	day
2051	Excavator > 100K lbs	\$223.00	hour
2051a	Excavator 70K - 100K lbs	\$183.00	hour
2052	Excavator 50K - 70K lbs	\$154.00	hour
2052a	Excavator 30K - 50K lbs	\$139.00	hour
2052b	Excavator Attachments ¹	\$999.00	day
2053	Backhoe - CAT 420 or Equivalent	\$112.00	hour
2054	MEG Mobilization/ Spot Charge or Demobilization/ Pick up Charge ¹	\$932.00	move
2055	Smooth Drum Roller - CAT CS54 or Equivalent	\$146.00	hour
2056	Wacker 6760 Tamper	\$77.00	hour
2057	Equipment Mats	\$31.00	day

NOTES

1. Within specific regional office's operating radius, otherwise, additional charges will apply.

REMEDIATION EQUIPMENT

NO.	TYPE	RATE	UNIT
3000	HSA Drill Rig	\$140.00	hour
3001	Air Rotary Drill Rig	\$183.00	hour
3002	Direct Push Technology Truck (Geoprobe)	\$127.00	hour
3002a	Direct Push Technology Truck Mounted (Geoprobe) - Remote Access	\$154.00	hour
3003	Well Driver + Tripod & Winch	\$196.00	day
3004	Sampling Pump	\$127.00	day
3005	Water Power Pump	\$316.00	day
3006	Concrete/Grout Pump	\$223.00	day
3007	Drill Rig Support Truck	\$350.00	day
3008	Sampling Van	\$196.00	day

Note:

1. Rate shown is a minimum rate fee. Additional charges may apply based on specific attachment size and type.

SUPPORT EQUIPMENT

NO.	TYPE	RATE	UNIT
3100	Air Compressor (185 CFM)	\$366.00	8 hr shift
3101	Soil Compactor/Jackhammer/Sod Cutter/Cement Mixer/Rototiller Sand Blaster/Trenching Machine/Chain Saw/K-12 Saw/Orange Peel Drum Barrel Fan/Welder/Misc Large Tools	\$333.00	day
3102	Wet/Dry Vacuum/Nibbler/Hammer Drill/Sawall/1/2 Inch Drill Back Pack Blower/Weed Wacker/Cutting Torches/Rigid Snake Pallet Jack/Portable Heater/Hand Tools/Bug Sprayer/Misc Small Tools	\$166.00	day
3103	Asphalt/Concrete Cutter	\$316.00	day
3104	Wood Chipper	\$106.00	hour
3105	All Terrain Forklift/Manlift	\$106.00	hour
3106	Scissor Lift 20'	\$316.00	day
3107	Crane < 5 Ton ¹	\$666.00	day
3107a	Crane 5 - 20 Ton ¹	\$1,331.00	day
3107b	Crane 21-45 Ton ¹	\$1,730.00	day
3108	Conveyor Belt	\$70.00	day
3109	Non-Sparking Tool Kit	\$475.00	day
3110	Portable Heaters (500,000 BTU) ¹	\$392.00	day
3111	Portable Light Tower ¹	\$466.00	day
3112	Flood Light Stand	\$36.00	day
3112a	Intrinsically Safe Lighting	\$600.00	day
3112b	Intrinsically Safe Head Lamp	\$22.00	day
3113	Traffic Control Package (unregulated)	\$466.00	day
3113a	Portable Security Fencing	\$1.00	ft/day
3113b	DOT Highway Traffic Control Package (regulated)	\$4,659.00	day
3113c	Towable Sign Board	\$424.00	day
3113d	Solar Arrow Board	\$237.00	day
3113e	Sign Stand for 4x4 highway sign	\$12.00	day
3113f	4x8 Highway Sign	\$12.00	day
3113g	Type III Barricade	\$12.00	day
3113h	Road Barriers - 6' sections (water filled)	\$61.00	day
3113i	Traffic Barrel w/ base	\$12.00	day
3114	Generator (300KW) ¹	\$2,376.00	8 hr shift
3115a	Generator (200 - 225KW) ¹	\$1,595.00	8 hr shift
3116a	Generator (70-150KW) ¹	\$935.00	8 hr shift
3116b	Generator (21-69KW) ¹	\$743.00	8 hr shift
3117a	Generator (5 - 20KW) ¹	\$466.00	8 hr shift
3120	Generator (up to 5KW) ¹	\$299.00	8 hr shift

Note:

1. Rate does not include fuel.

PERSONAL PROTECTIVE EQUIPMENT

NO.	TYPE	RATE	UNIT
3200a	Hazardous Materials Emergency Response (HAMER) Trailer	\$1,398.00	day
3200	Level A - Encapsulating Suit and SCBA	\$1,957.00	day
3201	Level B - Protective Clothing and SCBA	\$699.00	day
3202	Level C - Protective Clothing and Respirator	\$246.00	day
3203	Level D - Protective Clothing	\$33.00	day
3203a	Level D - Protective Clothing - Oil Spill Work (up to 2 changes/day/man)	\$56.00	day
3204	Level E - Marine Exposure Suit	\$67.00	day
3205	Confined Space Entry / Rescue Equipment	\$666.00	day
3206	Confined Space Rescue Team (3 Persons w/ Equipment)	\$3,661.00	8 hr shift
3207	Cascade Air System (Regulator, 4 Tanks, Manifold & High Pressure Lines)	\$475.00	day
3207a	Tripod and Winch	\$838.00	day
3207b	Explosion Proof Blower	\$419.00	day
3208	Air Bottle Refill (SCBA)	\$43.00	bottle
3209	Air Bottle Refill (SAR, Cascade System)	\$64.00	bottle
3210	Safety Harness / Fall Protection Package	\$40.00	day
3211	PPE Cube (320 sets of PPE)	\$9,317.00	each

SAMPLING & TESTING EQUIPMENT

NO.	TYPE	RATE	UNIT
3300a	Chlorine Kit A, B, C	\$769.00	day+ gasket
3300	Interface Probe	\$154.00	day
3301	Photo-Ionizer Detector (PID)	\$279.00	day
3302a	Pilot Test Equipment	\$466.00	day
3303	Oxygen LEL Meter	\$166.00	day
3303a	Land Survey Equipment	\$333.00	day
3304	MSA Colormetric Gas Detection Pump	\$112.00	day
3305	MSA Colormetric Test Tubes	\$36.00	each
3306	HCN Detector (Hydrogen Cyanide)/Chlorine Detection Meter	\$154.00	day
3306a	Personal Monitoring Device	\$67.00	day
3307	Data RAM (Particulates)	\$56.00	day
3308	Metal Detector	\$112.00	day
3309	Hand Auger Sampling Kit	\$239.00	day
3310	Data Logger/Pressure Transducer	\$475.00	day
3311	Portable Gas Chromatograph	\$1,398.00	day
3311a	Geiger Counter (Radioactivity)	\$279.00	day
3312	Soil/Gas Survey Kit	\$154.00	day
3313	Manometer	\$43.00	day
3314	D.O. Meter	\$43.00	day
3315	Conductivity / pH / DO Combination Meter	\$252.00	day
3316	Disposable Baller	\$24.00	each
3317	Collwasa Sampling Tubes	\$14.00	each
3318	PCB Quick Test Kits	\$43.00	each
3318a	PCB Wipe Sample Kit (8 Samples)	\$166.00	each
3319	Halogen Quick Test Kits	\$43.00	each
3320	Haz-Cat Field Kit	\$316.00	use
3320a	Hazardous & NonHazardous Waste Labels	\$2.00	each
3321	Distilled Water / Deionized	\$6.00	gallon
3322	Wide Mouth Pint Jars	\$36.00	case
3323	Jars, Regular Qt.	\$36.00	case
3325	Chemical Tape	\$68.00	roll
3326	PH Paper	\$51.00	roll
3327	Petroleum Water Paste	\$32.00	tube
3328	Spectrophoto Meter	\$200.00	day
3329	Geothechnical Analysis	\$333.00	day

DECONTAMINATION EQUIPMENT

NO.	TYPE	RATE	UNIT
3400	Health and Safety Trailer	\$1,189.00	day
3400a	Standard Portable Toilet ¹	\$36.00	day
3400b	8' Portable Toilet Trailer w/ Separate Mens/Womens ¹	\$455.00	day
3400c	24' Portable Toilet Trailer w/ Separate Mens/Womens ¹	\$1,014.00	day
3401	Decontamination/Shower Trailer (Hot Water)(M&W)	\$1,324.00	day
3402	Hand Washing Stations	\$70.00	day
3403	Temporary Mobile Decontamination Pad	\$70.00	day
3404	Decontamination Pool	\$36.00	day
3405	HAZMAT Hammock	\$77.00	day

NOTES

1. Servicing charge is extra and a minimum charge of one week

DECONTAMINATION EQUIPMENT - Cont.

NO.	TYPE	RATE	UNIT
3406	Eye Wash Station	\$36.00	day
3407	First Aid Kit	\$43.00	each
3408	Bloodborne Pathogens Spill Kit	\$308.00	each
3409	Bleach	\$8.00	gallon
3410	Sterifab/Shockwave	\$112.00	gallon
3411	Alconox Decontamination Solution	\$36.00	gallon
3412	Biosolve / Remediac	\$36.00	gallon
3413	Citrikleen/Envirokleen	\$36.00	gallon
3413a	ZEP Big Orange Cleaner	\$67.00	gallon
3414	Limestone	\$43.00	bag
3415	HEPA Vacuum	\$475.00	day
3416	Ozone Generator	\$350.00	day
3417	Industrial Dehumidifier	\$559.00	day
3417a	Negative Air Machine	\$475.00	day
3418	Aerosol Odor Bomb	\$23.00	can
3418a	Odor Elimination Powder	\$20.00	lb
3419	Odor Removing Sponge/Commercial Mop Head	\$28.00	each
3420	10' x 10' Framed Tent rental	\$350.00	day
3421	20' x 20' Framed Tent rental	\$699.00	day
3422	20' x 30' Framed Tent rental	\$909.00	day
3423	Spill X 16 lbs. spill gun	\$154.00	use
3424	Spill X - A Acid neutralizer	\$113.00	gallon
3425	Spill X - C Caustic neutralizer	\$113.00	gallon
3426	Spill X - S Solvent absorbent	\$196.00	each
3427	Plug - n - Dike	\$70.00	gallon
3428	Acetic Acid	\$28.00	gallon
3429	Soda Ash (50 lbs) / Citric Acid	\$227.00	each
3430	HAZMAT Super Sack 45"x45"	\$113.00	each
3431	Super Sack Patch Tape	\$20.00	ft
3433	Dustless Blasting Media	\$33.00	bag
3434	Spray Bottles	\$11.00	day

RESTORATION & DRYING EQUIPMENT

NO.	TYPE	RATE	UNIT
3500	Dri - Eaz F292 Evolution (1500 - 2000 sqft)	\$299.00	day
3501	Dri - Eaz F399 EB6000 Enviro Boss Trailer Mount (10,000 sqft)	\$832.00	day
3502	Dri - Eaz F376 EB6000 Enviro Boss Skid Mount (10,000 sqft)	\$832.00	day
3503	Viking 2200EX 2 speed Airmover	\$74.00	day
3504	Dri - Eaz F367 Jet CXV Turbodryer 3200CFM 3 speed	\$87.00	day
3505	Dri-Eaz F200 Turbovent Interair Drying System (to be used with Viking Fan)	\$80.00	day
3506	Dri - Eaz F211 Driforce Interair Drying System	\$299.00	day
3507	Syclone Negative Air Machine Air Scrubber with Filters 2000CFM 2 Speed	\$299.00	day
3508	Flood Pumper Flood Extractor with Automatic Pump Out 143" of lift	\$233.00	day
3509	Mytee 7000DX Flood Hog Automatic Pump Out 144" of lift	\$233.00	day
3510	Fogging Unit	\$100.00	day
3511	Microban Disinfectant Spray Plus	\$80.00	gallon

MARINE BASED EQUIPMENT**

NO.	TYPE	RATE	UNIT
4000a	150 ft - 200 ft. Workboats*	\$366.00	hour
4000	101 ft - 150 ft. Workboats*	\$333.00	hour
4001	76 ft - 100 ft. Workboats/LCM's*	\$260.00	hour
4002	66 ft - 75 ft. Workboats/LCM's*	\$210.00	hour
4003	66 ft - 75 ft. Tugboats*	\$350.00	hour
4004	56 ft - 65 ft. Workboats*	\$183.00	hour
4005	46 ft - 55 ft. Workboats*	\$154.00	hour
4006	35 ft - 55 ft Tugboats*	\$279.00	hour
4007	35 ft - 45 ft. Workboats*	\$138.00	hour
4008a	25 ft - 34 ft. Workboats*	\$127.00	hour
4009a	19 ft - 24 ft. Workboats*	\$106.00	hour
4010a	15 ft - 18 ft. Workboats*	\$64.00	hour
4011	10 ft - 14 ft. Workboats*	\$33.00	hour
4011a	ABS Miller; 34 ft by 12 ft - Truckable Catamaran Vessel	\$233.00	hour
4011b	ML-25 - Pontoon	\$110.00	hour
4011c	ML-26 - Pontoon	\$110.00	hour
4012	ML-50; 50 ft by 24 ft. Truckable Sectional Spud Deck Barge	\$233.00	hour
4012a	ML-65; 65 ft by 28 ft - Truckable Sectional Spud Deck Barge	\$233.00	hour
4013	ML-200; 30 ft by 90 ft - Flat Deck Barge	\$299.00	hour
4013a	ML-300; 30 ft by 90 ft - Flat Deck Barge w/ Drilling Well	\$299.00	hour
4014	ML-400; 30 ft by 90 ft - Flat Deck Barge	\$299.00	hour
4015	ML-500; 110 ft by 32 ft - Self Spudding Deck Barge w/88 ft 24" Dia Spud	\$333.00	hour
4015a	ML-600; 70 ft by 36 ft - Beach Landing Barge	\$299.00	hour
4016	ML-700 96 ft by 30 ft. - Self Spudding Deck Barge w/ Round Bow	\$299.00	hour
4017	ML-800 110 ft by 32 ft - 300 Ton Flat Deck Water Barge ²	\$7,321.00	per load
4018	ML-900 120 ft by 30 ft - Flat Deck Barge w/ Spuds	\$299.00	hour
4019	ML-2000 127 ft by 45 ft - Flat Deck Barge w/ Spuds	\$366.00	hour
4019a	Ramp Barge; 60 ft by 30 ft - 20 ft Ramp	\$233.00	hour
4019b	ML-558; 120 ft by 54 ft - Crane Barge w/ 100 Ton American Crane	\$733.00	hour
4019c	Miller Response 5000bbl Barge	\$9,983.00	day
4019d	ML Facility Ramp	\$1,100.00	occurrence
4023	Weir Flotation Skimmer ³	\$120.00	hour
4023a	1000 - 3000bbl BPD Skimmer (Brush/Disk/Drum) ³	\$233.00	hour
4023b	3001 - 5000bbl BPD Skimmer (Brush/Disc/Drum) ³	\$333.00	hour
4023c	5001 - 15,000bbl BPD Skimmer (Brush/Disc/Drum) ³	\$466.00	hour
4025	18" Oil Containment Boom ¹	\$2.00	ft/day
4026	30" 42" Oil Containment Boom ¹	\$11.00	ft/day
4027	18" Dura-boom ¹	\$11.00	ft/day
4028	24" -36" Dura-boom ¹	\$13.00	ft/day
4029	40' Truckable Deck Barge	\$233.00	hour
4030	Camel/Work Platform	\$559.00	day
4032	Hydraulic Boom Puller/Anchor Puller ³	\$419.00	day
4032a	Ramps/Davits/A Frames	\$1,331.00	day
4033	Anchors	\$1.00	lb/day
4034	Buoy Lights	\$21.00	day
4035	Portable Depth Recorder	\$392.00	day
4036	Four Point Anchoring System ^{3/4}	\$595.00	day
4039	Underwater Video Camera with Monitor	\$392.00	day
4040	Yoko Type Marine Fenders; 4' x 6' ***	\$392.00	day
4041	Yoko Type Marine Fenders; 4' x 6' ***	\$798.00	day
4042	Yoko Type Marine Fenders; 4' x 6' ***	\$1,202.00	day
4043	Salvage Lift Bags ¹	\$490.00	day

NOTES

1. Costs for repair/damage during rental period, shall be charged to the customer.

2. Price for delivered load up to 300 tons within New York Harbor anchorages.

3. Requires a Power Pack appropriately sized for the equipment.

4. Does not include mobilization and demobilization of equipment.

* Plus Fuel and Lubes as consumed.

** A surcharge of 50% will be charged when marine equipment is required to work in ice conditions.

*** Costs for repair and/or replacement of marine fenders damaged during rental period, shall be charged to the customer. Delivery not included in price.

COMMUNICATIONS EQUIPMENT

NO.	TYPE	RATE	UNIT
5000	Video Camera	\$67.00	day
5001	Digital Camera	\$33.00	day
5003a	Aerial Drone w/ Operator	\$333.00	hour
5004a	Cellular Telephone/Portable Radio	\$28.00	day
5005	Hand Held Global Positioning System	\$33.00	day
5006	Laptop Computer/w/Printer	\$33.00	day
5007	Copier Machine (Scanner, Print, Copier)	\$67.00	day
5008	Sub-meter GPS	\$399.00	day

PUMPING EQUIPMENT

NO.	TYPE	RATE	UNIT
5100	TEEL Pump	\$112.00	day
5101	2" Pump ³	\$166.00	day
5102	3" Pump ³	\$220.00	day
5103	4" Pump ³	\$466.00	day
5104	6" Pump ³	\$866.00	day
5104a	Oil/Water Separator	\$866.00	day
5104b	Carbon Treatment System ¹	\$866.00	day
5105	Flammable Liquid Transfer Pump	\$189.00	day
5106	Chemical Diaphragm Pump (Acids - Caustics)	\$419.00	day
5107	High Volume Hydraulic Pumping System	\$748.00	day
5108	Hydraulic Power Pak (18gpm)	\$279.00	day
5109	Hydraulic Diesel Power Pack (40 gpm)	\$633.00	day
5109a	Hydraulic Diesel Power Pack (65 gpm)	\$1,231.00	day
5110	2-3" Oil Hose 50' Length	\$36.00	day
5112	4" Oil Hose 50' Length	\$50.00	day
5113	6" Oil Hose 50' Length	\$70.00	day
5114	2" Chemical Hose 50' Length	\$36.00	day
5115	3" Chemical Hose 50' Length	\$70.00	day
5116	4" Chemical Hose 50' Length	\$106.00	day
5117	6" Chemical Hose 50' Length	\$140.00	day
5118	Stainless Steel Chemical Transfer Hose 50' Length	\$392.00	day
5119	Betts Valve/Defueling Valve	\$699.00	day
5120	Line Blanking Kit	\$490.00	day
5121	Rosedale Filter ²	\$100.00	day
5122	Fuel Polishing Unit ²	\$799.00	day

MERCURY SPILL CLEANUP EQUIPMENT/MATERIALS

NO.	TYPE	RATE	UNIT
5200	Mercury Analyzer	\$1,118.00	day
5201	Mercury Vacuum	\$475.00	day
5202	Mercury Decon/Absorbent Material	\$116.00	lb
5203	Mercury Sponges 2/box	\$112.00	box
5204	Mercury Vacuum Hose (Replacement)	\$252.00	each
5205	Mercury Vacuum Hose End (Replacement)	\$50.00	each
5207	Mercury Vacuum Jar	\$34.00	each
5208	Mercury Spill Response Kit	\$909.00	each
5209	Spray Bottles	\$11.00	day

NOTES

1. Plus the cost of Carbon as a consumable item
2. Filter socks are billed at cost plus
3. Screw and Bowie Pumps may require a rebuild

MATERIALS (REMEDIATION)

NO.	TYPE	RATE	UNIT
6001	Master Padlock (3KA3852)	\$28.00	each
6002	Master Padlock (3LMKA3252)	\$40.00	each
6003	Padlock # 5	\$50.00	each
6004	Locking well caps 2"	\$32.00	each
6005	Locking well caps 4"	\$37.00	each
6006	Locking well caps 6"	\$103.00	each
6007	Locking well caps 8"	\$290.00	each
6008	5" x 5" Manhole	\$138.00	each
6008a	5" x 12" Manhole	\$154.00	each
6009	8" x 7.5" Manhole	\$210.00	each
6009a	8" x 12" Manhole	\$232.00	each
6010	12" x 8" Manhole	\$273.00	each
6010a	12" x 12" Manhole	\$279.00	each
6011	Expendable Pts. (1" Well)	\$42.00	each
6012	1" x 10' PVC Sch 40 Flush Joint Riser	\$37.00	each
6013	1" x 10' PVC Sch 40 Flush Joint Screen .020 slot	\$56.00	each
6014	2" x 10' PVC Sch 40 Flush Joint Riser	\$51.00	each
6015	2" x 10' PVC Sch 40 Flush Joint Screen .020 slot	\$70.00	each
6016	4" x 10' PVC Sch 40 Flush Joint Riser	\$129.00	each
6017	4" x 10' PVC Sch 40 Flush Joint Screen .020 slot	\$139.00	each
6018	6" x 10' PVC Sch 40 Flush Joint Riser	\$248.00	each
6019	6" x 10' PVC Sch 40 Flush Joint Screen .020 slot	\$306.00	each
6020	8" x 10' PVC Sch 40 Flush Joint Riser	\$353.00	each
6021	8" x 10' PVC Sch 40 Flush Joint Screen .020 slot	\$424.00	each
6030	8" PVC Sch 40 Flush Joint Cap	\$160.00	each
6030a	8' PVC Sch 40 Socket Dome Cap	\$112.00	each
6031a	4" PVC Sch 40 Socket 90	\$32.00	each
6031b	4" PVC Sch 40 Socket 45	\$40.00	each
6032a	1" PVC Sch 40 Socket 45	\$4.00	each
6033a	2" PVC Sch 40 Socket 45	\$7.00	each
6034	4' Macro Tube for Direct Push Sampling	\$14.00	each
6035	2' Macro Tube for Direct Push Sampling	\$9.00	each
6036	4" Expandable Sewer Plug	\$25.00	day
6037	6" Expandable Sewer Plug	\$33.00	day
6038	8" Expandable Sewer Plug	\$42.00	day
6039	10" Expandable Sewer Plug	\$50.00	day
6040	12" Expandable Sewer Plug	\$56.00	day
6041	1" PVC Sch 40 Socket Dome Cap	\$2.00	each
6042	1" PVC Sch 40 Flush Joint Pointed Cap	\$20.00	each
6043	1" PVC Sch 40 Socket Coupling	\$1.00	each
6044	2" PVC Sch 40 Socket Dome Cap	\$2.00	each
6045	2" PVC Sch 40 Flush Joint Pointed Cap	\$37.00	each
6046	2" PVC Sch 40 Socket Coupling	\$4.00	each
6047	4" PVC Sch 40 Socket Dome Cap	\$20.00	each
6048	4" PVC Sch 40 Flush Joint Pointed Cap	\$53.00	each
6049	4" PVC Sch 40 Socket Coupling	\$14.00	each
6050	1" PVC Sch 40 Socket 90	\$2.00	each
6051	2" PVC Sch 40 Socket 90	\$6.00	each
6052a	Gravel (50 lbs)	\$21.00	each
6053a	Bentonite (50 lbs)	\$202.00	pail
6054a	Grout (50 lbs)	\$64.00	bag
6055a	Hay	\$17.00	bale
6055b	Top Soil (40 lbs) ¹	\$11.00	bag
6055c	Grass Seed Contractor Mix	\$7.00	lb
6056	Bentonite Drilling Mud 50 lbs	\$51.00	bag

Notes:
1. Plus delivery charges

MATERIALS (LINE & MARINE)

NO.	TYPE	RATE	UNIT
6100	1/8" Parachute Cord, 500'/ coil	\$51.00	each
6105	3/8" Combo, 600'/coil	\$262.00	each
6108	1/2" Combo, 600'/coil	\$325.00	each
6109	5/8" Combo, 600'/coil	\$448.00	each
6112	3/4" Combo, 600'/coil	\$690.00	each
6613	1" Combo, 600'/coil	\$1,238.00	each
6614	1- 1/4" Combo, 600'/coil	\$1,815.00	each
6615	1- 1/2" Combo, 600'/coil	\$2,150.00	each

MATERIALS (DRUMS, PAILS, BOXES)

NO.	TYPE	RATE	UNIT
6200	5 gal. Plastic Pail with Lid	\$21.00	each
6201	10 gal. Fiber Drum	\$33.00	each
6201a	15 gal. Poly Drum	\$46.00	each
6202	30 gal. Drum, Metal or Plastic	\$64.00	each
6203	30 gal. Fiber Drums (Rokons)	\$56.00	each
6204	40 gal. Fiber Drum	\$63.00	each
6205	55 gal. Liner, Plastic	\$28.00	each
6206	55 gal. D.O.T. Drum, Metal H, E	\$70.00	each
6207	55 gal. Drum, Plastic	\$127.00	each
6208	85 gal. Steel Overpak Drum	\$336.00	each
6209	85 gal. Plastic Overpak Drum	\$392.00	each
6210	95 gal. Plastic Overpak Drum	\$518.00	each
6210a	275 Gallon Poly Totes	\$439.00	each
6211	1 yard Fiber Box	\$279.00	each
6212	4' Fluorescent Bulb Box	\$28.00	each
6213	8' Fluorescent Bulb Box	\$46.00	each
6214	16 gal. Drum, Steel	\$110.00	each
6215	16 oz. - 4GV PIH Container	\$61.00	each

MATERIALS (TOOLS)

NO.	TYPE	RATE	UNIT
6300	Street Broom	\$36.00	each
6301	Deck Brushes with Handles	\$26.00	each
6302	Hand Brushes	\$12.00	each
6303	Dust Pan and Broom	\$32.00	set
6303a	Hand Scrapper	\$17.00	each
6304	Long Handle Ice Scraper	\$67.00	each
6305	Digging Picks	\$74.00	each
6306	Tree Loppers	\$112.00	each
6307	Bow Saw	\$32.00	each
6308	Shovel (D Handle)	\$32.00	each
6310	Shovel (Long Handle)	\$36.00	each
6312	Bow Rake	\$68.00	each
6313	Sledge Hammer (12lbs)	\$70.00	each

MATERIALS (SUPPLIES)

NO.	TYPE	RATE	UNIT
6400	Reinforced Sheeting, 20' X 100'	\$336.00	each
6400a	Non Reinforced Sheeting 20' X 100'	\$200.00	each
6400b	Shrink Wrap	\$55.00	roll
6401	Plastic Bags, 3 MIL	\$77.00	box
6402	Safety Tape, Work Area Banner	\$32.00	each
6403	Silt Fence/Safety Fence (100' roll)	\$128.00	roll
6404	Heavy Duty Safety Fence Posts (6' length)	\$20.00	each
6404a	ADS Hose	\$4.00	foot
6405	18 " PVC Traffic Cone	\$24.00	each
6406	Duct Tape 2" x 60 yds	\$17.00	roll
6407	OSHA Approved Gas Can	\$96.00	each
6408	up to 20 lb. Fire Extinguisher ¹	\$20.00	day
6409	100 lb. Fire Extinguisher ¹	\$36.00	day
6410	300 lb. Fire Extinguisher ¹	\$64.00	day

Notes
¹ Plus recharge if used

PERSONAL PROTECTIVE EQUIPMENT MATERIALS

NO.	TYPE	RATE	UNIT
7001	Coverall, Polycoated - L & XL	\$466.00	case
7002	Coverall, Polycoated - XXL	\$496.00	case
7003	Coverall, Polycoated - XXXL	\$526.00	case
7004	Coverall, Polycoated - XXXXL	\$558.00	case
7005	Cotton Suits, XL - XXXL	\$127.00	case
7006	Raingear, Lightweight	\$23.00	set
7007	Raingear, Heavyweight	\$96.00	set
7008	Acid Suit (Disposable)	\$84.00	each
7009	Yellow Latex Boots	\$430.00	case
7010	Slush Boots	\$32.00	pair
7011	Hip Boots	\$80.00	pair
7012	Chest Waders with Suspenders	\$135.00	pair
7013	Cotton Gloves	\$32.00	dozen
7014	Cotton Lined Gloves	\$64.00	dozen
7015	PVC Black Gloves, 12"	\$52.00	dozen
7016	Leather Work Gloves	\$48.00	dozen
7017	Nitrile 15 MIL Gloves	\$45.00	dozen
7018	Nitrile 4 MIL Gloves	\$36.00	box
7019	Safety Glasses	\$9.00	each
7020	Dust Mask	\$112.00	box
7021	Hard Hat	\$51.00	each
7022	Hard Hat Liners, Winter	\$11.00	each
7023	Goggles, Fogless, Soft Splash	\$25.00	each
7024	Worker Safety Vest	\$32.00	each
7025	Face Shields	\$18.00	each
7026	Helmet Brackets	\$24.00	each
7027	Ear Plugs (100)	\$134.00	box
7028	MSA 1/2 Face Respirator	\$45.00	each
7029	MSA Organic Vapor Cartridges	\$20.00	each
7030	MSA Full-face Respirator	\$455.00	each
7031	Life Vest (PFD # 1310)	\$138.00	each
7043	Safety Harness / Fall Protection with Lanyard	\$396.00	each

TRAINING & COMPLIANCE SERVICES

Course Offering	Time (hours)	Tuition per Student	Tuition per 2 Students	Tuition per 3 or more	Max Class Size	On-Site Course Cost
OSHA 10 Hour Construction Safety ²	10	\$272.00	\$260.00	\$242.00	10	\$2,662.00
DOT- Hazmat Refresher ¹	8	\$272.00	\$260.00	\$242.00	10	\$1,815.00
DOT- Hazmat Transportation Initial ^o	8	\$272.00	\$260.00	\$242.00	10	\$1,815.00
HAZWOPER 29 CFR 1910.120 (b-o) (p) ^o	40	\$823.00	\$787.00	\$756.00	10	\$7,563.00
HAZWOPER 29 CFR 1910.120 (q) iii ^o	24	\$514.00	\$484.00	\$454.00	10	\$4,417.00
HAZWOPER Refresher ¹	8	\$206.00	\$194.00	\$182.00	10	\$1,815.00
HAZWOPER Supervisor ¹	8	\$272.00	\$260.00	\$242.00	10	\$1,815.00
Confined Space Entry ^o	8	\$272.00	\$260.00	\$242.00	10	\$1,815.00
Confined Space Entry and Rescue ¹	16	\$514.00	\$484.00	\$454.00	10	\$3,146.00
Confined Space Entry Refresher ¹	8	\$272.00	\$260.00	\$242.00	10	\$2,178.00
Hazard Communication	4	\$151.00			10	\$1,210.00
Bloodborne Pathogens	4	\$182.00			10	\$1,210.00
Powered Industrial Truck Training	4-5	\$218.00			10	\$1,392.00
Asbestos Awareness / Lead Awareness	4	\$182.00			10	\$1,210.00
Mercury Spill Response Training	4	\$151.00			10	\$1,210.00
First Aid/CPR/AED/BBP	8	\$121.00			10	\$1,210.00
First Aid/CPR/AED	6	\$115.00			10	\$1,150.00
Respiratory Fit Testing (Qualitative)	4	\$61.00			10	\$1,210.00
Respiratory Fit Testing (Quantitative)	4	\$61.00			10	\$1,210.00
Incident Management Tabletop Exercise (IMT TTX) (Client Equipment Deployed)	4	N/A			10	\$2,145.00
Incident Management Tabletop Exercise (IMT TTX) (Worst Case Discharge)	4-6	N/A			20	\$3,740.00
Boat & Boom Deployment w/SMTTX (Client Equipment Deployed)	8	N/A			10	\$2,602.00
Boat & Boom Deployment w/SMTTX (MEG Equipment Deployed)	8	N/A			10	\$3,570.00
EPA Certified Renovator Initial Training (English)	8	Students 1-6 = \$273.00 per person	Students 7-12 = \$261.00 per person	Over 12 people please call for pricing		
EPA Certified Renovator Refresher Training (English) ¹	4	\$126 per person				
Compliance Services (Plan development/update)	Varies	\$80.00-97.00 / per hour				
Site Specific Training Development	Varies	\$80.00-152.00 / per hour				
Mobile Confined Space Entry Simulator						Call for pricing

Notes

¹ This course has a prerequisite requirement

² This course must be taught over a 2 day period as per OSHA

^o This course is a prerequisite for another course

Reasonable Travel and Expenses are billed in addition to course costs for on site programs

MEG ABSORBENTS & MATERIALS

NO.	TYPE	DESCRIPTION	PACKAGING	WEIGHT	RATE
ROLLS					
8000	MEG 150/100	38" x 144' x 3/8"	1 Roll/Bale	38 lbs.	\$232.00
8001	SIR-36	36" x 300'	1 Roll/Bale	50 lbs.	\$483.00
SWEEPS					
8002	MEG 1900/126	19" x 100'	1 Sweep/Bale	15 lbs.	\$176.00
RAGS					
8002a	Bale of Rags	18" x 19"	100 Rags/Bale	20 lbs.	\$279.00
PADS					
8003	MEG 200/151	17" x 19" x 3/16"	200 Pads/Bale	19 lbs.	\$127.00
8004	MEG 100/156	17" x 19" x 3/8"	100 Pads/Bale	19 lbs.	\$120.00
8005	GP 100	16" x 18" x 1/4"	100 Pads/Bale	25 lbs.	\$210.00
8006	Devcon GP 100	16" x 20" x 1/4"	100 Pads/Bale	25 lbs.	\$266.00
8007	UXT 100	15" x 19"	100 Pads/Box	21 lbs.	\$140.00
8008	UN 1719	15" x 19"	102 Pads/Box	20 lbs.	\$275.00
PARTICULATE					
8009	MEG 27/210	26 lbs.	1 Bag/Bale	26 lbs.	\$167.00
PILLOWS					
8010	MEG 10/240	14" x 25"	10 Pillows/Bale	24 lbs.	\$173.00
SORBENT BOOMS					
8011	MEG 810/270	8" x 10'	4 Booms/Bale	40 lbs.	\$210.00
8012	MEG 510	5" x 10'	4 Booms/Bale	20 lbs.	\$167.00
VISCOUS OIL ABSORBENTS					
8014	Oil Snare on a Rope	Polypropylene	50/Box	15 lbs.	\$133.00
SORBENT PARTICULATES					
8015	Speedy Dry	Clay	Bag	40 lbs.	\$28.00
8016	Vermiculite	Silicate	Bag	20 lbs.	\$128.00
8017	Portland Cement	Portland	Bag	94 lbs.	\$28.00
8018	Dri-Zorb	Granular	Bag	40 lbs.	\$28.00
8019	Oil Bond	Polymer	Pail	25 lbs.	\$279.00
8020	Sakrete	Concrete	Bag	94 lbs.	\$28.00

MEG OIL CONTAINMENT

NO.	TYPE	RATE	UNIT
8021	MEG 18" Containment Boom, 100' x 18" (purchase)	\$20.00	foot
8022	MEG 36" Containment Boom, 100' x 36" (purchase)	\$39.00	foot
8023	18" Dura-boom (purchase)	\$56.00	foot
8024	24" Dura-boom (purchase)	\$70.00	foot
8025	Heavy duty bulkhead connectors (aluminum)	\$419.00	each
8026	Heavy duty bulkhead connectors (stainless steel)	\$881.00	each

WASTE DISPOSAL

NO.	TYPE	RATE	UNIT
9001	Non Hazardous Liquids - Oil/Water mixtures	\$0.65	gallon
9002	Non Hazardous Solids - Petroleum Contaminated Soil/Absorbents/PPE	\$140.00	drum
9003	Non Hazardous Liquids - Gasoline/Water mixtures	\$1.25	gallon
9004	NonHazLiquid Drums - oil/water, drum	\$125.00	drum
9005	NonHazLiquid Drums - gas/water	\$175.00	drum
9006	NonHazSolid Drums - Tank Bottoms	\$150.00	drum
9007	QA/QC fee	\$150.00	profile
9008	Truck Cleaning Charge 2000-3000 gallon Truck - Butterworth Rinse	\$275.00	each
9009	Truck Cleaning Charge 3001-5500 gallon Truck - Butterworth Rinse	\$450.00	each
9010	Truck Cleaning Charge - Tank Entry	quoted	each
9011	Hose Cleaning	quoted	each
9012	Demurrage - Drums	\$20.00	day/drum

Notes

1. After hours service will be accommodated at an additional fee
2. Energy and Insurance Surcharge - Subject to market costs to MEG for Insurance and Energy a surcharge may be applied in addition to the disposal charges outlined above. Any additional insurance and energy charges will be noted on our proposal or by separate notification
3. Pricing is for disposal only, transportation will be billed at T&M pricing

AUTHORIZATION TO PROCEED

The Company/Individual signing below hereby agrees to these terms and conditions with Miller Environmental Group, Inc. (MEG) and mutually understands and agrees that the terms and conditions as set forth below and in the Proposal establish a binding Agreement between both parties.

1. SCOPE OF SERVICE - I, _____ (Company/Individual) hereby authorize Miller Environmental Group, Inc. (MEG) to proceed with the project detailed below. MEG will invoice _____ (Company/Individual) at our Time and Materials rate schedule or the approved contracted rates previously agreed to by both parties. I accept the pricing and terms of the rate schedule provided. MEG will produce daily worksheets that will capture the quantities and classifications of labor, equipment, and materials used for this project and these will be reviewed, accepted, and signed by a representative of the Company/Individual on a daily basis. MEG will present invoices on a timely basis according to the time and materials schedule provided.

2. COMPENSATION - The Company/Individual agrees to pay all monies due and owing:

- By credit card up-front
- Within 10 calendar days from invoice date
- According to the terms of our existing contract # _____

Retainer/Deposit - Any retainers required will be due upon execution of this contract and will be applied to the final invoice. Payments - Payment for services rendered shall be due regardless of any subsequent suspension or termination of the contract by either party. Company/Individual understands that a finance charge of 1½% per month, which is an annual percentage rate of 18%, will be charged on all past due accounts back to the date of the invoice. Collections - Company/Individual agrees to pay for all collection costs incurred, including legal fees, collection agency fees, court costs and other direct collection expenses. Satisfaction with Services - The payment of an invoice signifies that the Company/Individual is satisfied with all service to date and not aware of any deficiencies in services unless otherwise written and notified. Disputes - Disputes regarding services or invoice must be received in writing within 10 days of occurrence. Termination of Services - Company/Individual failure to make payments for services rendered in accordance with the payment terms of the contract constitutes a material breach of the agreement, which may be cause for termination of services by MEG. Withholding Transfer of Documents - Payment in full for services rendered is a condition prior to releasing permits, manifests, warranties, drawings and any other documents to the Company/Individual. Taxes - Company/Individual is required to pay all Sales Tax unless proper exemption and/or resale certificates are provided to MEG prior to the commencement of work.

3. SEVERABILITY - If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall in no way be affected, impaired or invalidated, and to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required to be enforceable. This provision shall be interpreted and enforced to provide the original written intent of the parties prior to the determination of such invalidity or unenforceability. This agreement is between the Company/Individual signing below and MEG. If the Company/Individual seeks compensation or reimbursement from its Insurance Company, Protection and Indemnity Club, or other third party, MEG does not release the Company/Individual from its obligations under this Agreement. This Agreement shall be governed by the laws of the State of New York, both as to interpretation and performance. Company/Individual hereby irrevocably consents to the exclusive jurisdiction and venue of the State and Federal courts located in the County of Suffolk, State of New York, for all purposes in connection with any action or proceeding which arises from or related to this Agreement.

4. FORCE MAJEURE - Company/Individual shall not hold MEG responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of MEG. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits, unavailability of labor, materials or services; court orders; acts of God; act, orders, laws or regulations of the Government of the U.S., or any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Notwithstanding the foregoing, Force Majeure shall not be an excuse for non-payment of compensation hereunder owed to MEG.

5. SAFE WORKING CONDITIONS - MEG will solely determine the safe working conditions for the services to be rendered including, but not limited to weather, personal protective equipment, atmosphere, damage or risk.

6. INDEMNIFICATION – MEG shall defend, protect, indemnify and hold harmless Company/Individual, its directors and officers, from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, including, but not limited to, reasonable attorney’s fees and costs which are the direct and sole result of grossly negligent acts, errors, or omissions of MEG or the willful misconduct of MEG; provided, however, MEG’s liability shall be limited in any event to a maximum amount of the contract value or ten thousand dollars (\$10,000), whichever amount is smaller, and MEG shall in no event be liable for special, consequential or punitive damages. To the fullest extent allowable by law, Company/Individual agrees that it shall defend, indemnify, save and hold MEG, its agents, directors, officers, employees, successors, and assigns (the “MEG Parties”) harmless from any and all demands, liabilities, losses, costs and claims, including attorneys’ fees asserted against any of the MEG Parties, that may arise or result from any Services provided or performed or agreed to be performed by MEG, other than those matters which are the direct and sole result of the grossly negligent acts or omissions or willful misconduct of the MEG Parties.

7. STANDARD OF CARE – Company/Individual recognizes that environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by MEG and that the limitation of available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill. MEG agrees to use that level of care and skill ordinarily exercised by other professional environmental firms acting under similar circumstances in performing Services hereunder. Except for this standard of care and skill, no warranty, express or implied is made or intended by MEG in providing the Services hereunder, including the furnishing of oral or written reports of the findings made.

8. MODIFICATION – No modification or amendment to the agreement shall be acceptable or binding unless executed in writing and signed by both parties.

9. ENTIRE AGREEMENT – This Agreement, the Proposal, Quotations, and the Additional Work Authorizations issued by MEG and signed by Company/Individual hereunder constitute the entire agreement of the parties and supersede any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof.

10. CONFIDENTIALITY - Except as required by law, Company/Individual agrees that it will maintain in confidence and not disclose to others information acquired in performance of the work under this Agreement without the prior written consent from MEG.

The Authorized Representative of the Company/Individual signing below hereby certifies that they have read and are in agreement with all elements of this Agreement.

Job Location: _____

Job Description: _____

Company/Individual Name: _____

Signature: _____

Printed Name: _____ Date: _____

Credit Card Authorization*:

Name on credit card: _____

Credit Card Type: _____ Number: _____ Exp: _____ CVV: _____

Authorizing Signature: _____ Date: _____

Drivers License #: _____ Photo of License: _____

* MEG to retain original. Copy will be sent to you with your invoice.
15 **MEG is a PCI compliant company. Your credit card information will be destroyed upon completion of all charges.

TERMS AND CONDITIONS

1. Mobilization/Demobilization: All charges for labor and equipment will be billed on a portal to portal basis and subject to a four hour minimum charge per project for projects lasting less than one day. Scheduled projects that are not canceled 4 hours prior to the scheduled start time will be billed at a 4 hour minimum.
2. Time and one-half charges apply before 0800 hrs. and after 1600 hrs. weekdays and all day Saturday. Double time charges will apply to all hours worked on Sundays and Holidays (New Years Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Friday following, and Christmas).
3. Once mobilized, personnel charges for Offshore work will be a 12 hour minimum; personnel charges for Nearshore and Onshore work will be an 8 hour minimum. If Offshore work requires our personnel to be held "captive" where they remain onboard a vessel when not working a 16 hour minimum labor charge will apply per calendar day. In the event that MEG personnel are required to "Standby" these minimum hours would apply.
4. Per Diem charges equal to the local GSA Rate (www.gsa.gov) will be assessed to cover lodging and meals when MEG is operating over 50 miles from our nearest office or additional personnel are required from another MEG office to support the project.
5. Daily/Shift Rates are based on a (12) hour day. Vehicles & Equipment are charged at straight time hourly rates for a 12 hour minimum each day and all equipment charges are portal to portal. Any equipment held with customers load, waste, or otherwise held captive on a customers jobsite will accrue demurrage charges.
6. MEG will invoice charges for all itemized equipment utilized or available for use on the project per the Time and Materials Rate Schedule, regardless of whether the equipment is owned by MEG or is rented equipment.
7. At its sole discretion, MEG will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown.
8. The Schedule of Rates includes the cost of MEG's basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work will be added to the project scope and the client will be invoiced at cost plus a markup.
9. When the flow of a project necessitates crews eating or hydrating in the field, there will be a charge of:

\$10.00- Breakfast; \$15.00- Lunch; \$20.00- Dinner; \$5.00/man/day - Site Fluids
10. Hazardous Material Work is defined as any work which is regulated by OSHA 1910.120.
11. Materials not listed and costs incurred will be charged at invoice cost plus 30% including tolls and parking fees. MEG does not sell partial packages of materials.
12. Fuel Surcharges follow the DOE On Highway Diesel Fuel Index and apply to Equipment and Materials only. See Fuel Surcharge schedule prior to the table of contents.
13. In the event that Prevailing Wage applies to a specific project a multiplier of 1.65 will apply to the corresponding MEG Labor category.
14. An Emergency Response activation fee applies to all after hours, weekend, and Holiday call outs.
15. In the event that any personnel are required to provide testimony in any court or administrative proceeding the rate charged will be that of Legal Support/Expert Witness from the Labor Section on page 1. The company will be responsible for charges related to any testimony including but not limited to travel and expenses whether requested directly by the company or a third party.
16. This price schedule is considered confidential information and is not to be distributed without written approval from MEG.
17. Business and occupancy tax and other similar local taxes will be invoiced to the customer as a direct pass through.
18. Work performed within the City limits of Washington D.C., Baltimore MD, Philadelphia PA, and the five boroughs of New York City will incur a surcharge fee of 7.5 % on the total invoice due to increasing costs of working in these areas.
19. Due to Federal hours of service rules and driving restrictions on commercial drivers additional expenses may be incurred on a project or emergency response outside of normal business hours. These expenses may include but not be limited to, hotel and per diem expenses, additional drivers to relieve drivers out of hours, additional transport vehicles, third party transportation (car service), parking fees, etc.

Initial: _____
Customer MEG

RECEIVED

2019 JUL 22 AM 9:36

CENTRAL PURCHASING
PRINCE WILLIAM CO.

CENTRAL PURCHASING
PRINCE WILLIAM CO.

2019 JUL 22 PM 12:36

RECEIVED



CONTRACT MODIFICATION

COUNTY CONTRACT NAME: Tank Spill Response (Secondary)	MODIFICATION DATE: June 24, 2020
COUNTY CONTRACT NUMBER: 5047624	MODIFICATION NUMBER: 1

The Contract is modified as follows, in accordance with Section I.2:

1. The Contract is extended for a period of one (1) year beginning August 5, 2020 and ending August 4, 2021. There is three (3) renewal option remaining.

Except as noted herein, all other provisions and pricing remain unchanged.

PRINCE WILLIAM COUNTY REQUESTING DEPARTMENT: Dept. Of Finance – Risk Management	CONTRACTOR'S BUSINESS NAME AND ADDRESS: Miller Environmental Group, Inc. 7320 Lockport Place, Unit A Lorton, VA 22079 kate@millerenv.com <i>gwallace@millerenv.com</i>
DEPARTMENT'S AUTHORIZED SIGNATURE AND DATE: Michelle L. Attreed Date: 2020.07.30 13:41:09 -04'00'	CONTRACTOR'S AUTHORIZED SIGNATURE AND DATE: 6/26/20 George Wallace EVP/CCO
DEPARTMENT'S AUTHORIZED SIGNATURE Michelle Attreed, Director of Finance	CONTRACTOR'S NAME AND TITLE: (print)
PROCUREMENT SERVICES' SIGNATURE AND DATE: Adam Manne Date: 2020.07.30 13:44:31 -04'00'	CONTRACTOR'S NAME AND TITLE: (print)
LPO Adam Manne, Head of Procurement Services	CONTRACTOR'S NAME AND TITLE: (print)

**CONTRACT MODIFICATION**

COUNTY CONTRACT NAME: Tank Spill Response (Secondary)	MODIFICATION DATE: July 20, 2021
COUNTY CONTRACT NUMBER: 5047624	MODIFICATION NUMBER: 2

The Contract is modified as follows, in accordance with Section I.2:

1. The Contract is extended for a period of one (1) year beginning August 5, 2021 and ending August 4, 2022. There are two (2) renewal option remaining.

Except as noted herein, all other provisions and pricing remain unchanged.

PRINCE WILLIAM COUNTY REQUESTING DEPARTMENT: Risk Management	CONTRACTOR'S BUSINESS NAME AND ADDRESS: Miller Environmental Group, Inc. 7320 Lockport Place, Unit A Lorton, VA 22079 kate@millerenv.com
DEPARTMENT'S AUTHORIZED SIGNATURE AND DATE: <u><i>Tim Leclerc</i></u> Aug 2, 2021 <small>Tim Leclerc (Aug 2, 2021 15:33 EDT)</small>	CONTRACTOR'S AUTHORIZED SIGNATURE AND DATE: <u><i>Jessica Kelly</i></u> Aug 2, 2021 <small>Jessica Kelly (Aug 2, 2021 14:49 EDT)</small>
DEPARTMENT'S AUTHORIZED SIGNATURE Michelle Attreed, Director of Finance	
PROCUREMENT SERVICES' SIGNATURE AND DATE: <u><i>EB</i></u> <u><i>Adam Manne</i></u> Aug 3, 2021 <small>EB Adam Manne (Aug 3, 2021 12:05 EDT)</small>	CONTRACTOR'S NAME AND TITLE: (print) Jessica Kelly Contract Manager
LPO Adam Manne, Head of Procurement Services	

Signature: *ebukva*

Email: ebukva@pwcgov.org

**CONTRACT MODIFICATION**

COUNTY CONTRACT NAME: Tank Spill Response (Secondary)	MODIFICATION DATE: June 6, 2022
COUNTY CONTRACT NUMBER: 5047624	MODIFICATION NUMBER: 3

The Contract is modified as follows, in accordance with Section I.3:

1. The Contract is extended for a period of one (1) year beginning August 5, 2022 and ending August 4, 2023. There is one (1) renewal option remaining.

Except as noted herein, all other provisions and pricing remain unchanged.

PRINCE WILLIAM COUNTY REQUESTING DEPARTMENT: Risk & Wellness Services	CONTRACTOR'S BUSINESS NAME AND ADDRESS: Miller Environmental Group, Inc. 7320 Lockport Place, Unit A Lorton, VA 22079 msilver@millerenv.com
DEPARTMENT'S AUTHORIZED SIGNATURE AND DATE: <u><i>Lori Gray</i></u> <small>Lori Gray (Jun 27, 2022 08:20 EDT)</small> <u>06/27/2022</u> Department's Authorized Signature Lori Gray, Asst. Director of Finance for Risk & Wellness Services	CONTRACTOR'S AUTHORIZED SIGNATURE AND DATE: <u><i>Jessica Kelly</i></u> <small>Jessica Kelly (Jun 14, 2022 12:08 EDT)</small> <u>06/14/2022</u>
PROCUREMENT SERVICES' SIGNATURE AND DATE: <u><i>Adam Manne</i></u> <u>06/27/2022</u> Adam Manne, Head of Procurement Services	CONTRACTOR'S NAME AND TITLE: (print) Jessica Kelly Contract Manager