

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

NOTICE OF CONTRACT AWARD

ECS MID-ATLANTIC, LLC	DATE ISSUED:	<u>4/9/2019</u>
14026 THUNDERBOLT PLACE, SUITE 100	CURRENT REFERENCE NO:	<u>17-272-RFP-LW</u>
CHANTILLY, VA 20151	CONTRACT TITLE:	<u>ENVIRONMENTAL LAND SURVEYS</u>

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. 17-272-RFP-LW including any attachments or amendments thereto.

EFFECTIVE DATE: APRIL 8, 2019
EXPIRES: FEBRUARY 29, 2024
RENEWALS: N
COMMODITY CODE(S): 9188900, 9258600
LIVING WAGE: Y

ATTACHMENTS:
AGREEMENT No. 17-272-RFP-LW

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> STEPHEN GERACI	<u>VENDOR TEL. NO.:</u>	<u>(703) 471-8400</u>
<u>EMAIL ADDRESS:</u> SGERACI@ECSLIMITED.COM		
<u>COUNTY CONTACT:</u> TIM O'HORA	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-3683</u>
<u>COUNTY CONTACT EMAIL:</u> TOHORA@ARLINGTONVA.US		

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

AGREEMENT NO. 17-272-RFP-LW

THIS AGREEMENT is made, on the date of execution by the County, between ECS Mid-Atlantic, LLC, 14026 Thunderbolt Place, Chantilly, VA 20151 ("Contractor") a Virginia Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. 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 Work
- Exhibit B – Contract Pricing

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 WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (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**

Time is of the essence. Work under this Agreement will commence on the date of the execution of the Agreement by the County. All work defined in Exhibit A, must be completed no later than February 29, 2024. No work will be deemed complete until it is accepted by the County's Project Officer.

5. **CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and the fully burdened hourly rates included in 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 hourly rates shall be firm for the entire Contract Term.

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.

6. **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 30 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. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. **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.

8. **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.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. 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.

11. 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).

12. 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 are not authorized by the County Purchasing Agent.

13. 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.

14. 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, national origin, age or 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees and its subcontractors to save, defend, 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 acts or omissions, including the acts or omissions of its employees vendors, delivery drivers and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, 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 defend, 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.

20. 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, defend, 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, defend, 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

31. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

32. 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.

33. AMENDMENTS

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

34. 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.

35. 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.

36. 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.

37. ARBITRATION

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

38. 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.

39. 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.

40. 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.

41. ATTORNEY'S FEES

In the event the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the County is entitled to reasonable attorney's fees and costs.

42. 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.

43. 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.

44. 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.

45. NOTICES

Unless otherwise provided in writing, all legal 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:

Stephen Geraci, Regional Environmental Officer
ECS Mid-Atlantic, LLC
14026 Thunderbolt Place, Suite 100
Chantilly, VA 20151

TO THE COUNTY:

Tim O'Hora, Deputy Bureau Chief
Arlington County, Real Estate Bureau
Department of Environmental Services
2100 Clarendon Boulevard, Suite 800
Arlington, VA 22201

AND

Sharon Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

46. 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.

47. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. 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 \$100,000/100,000/500,000. 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 typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. 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.
- e. 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:
 - a) Environmental Liability and Cleanup Coverage – with limits of not less than \$2,000,000 per occurrence.
 - b) 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.
- f. The Contractor shall carry Errors and Omissions or Professional Liability 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, in the amount of \$1,000,000.
- g. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- h. 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.

- i. 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.
- j. Contract Identification - All insurance certificates must state this Contract's number and title.

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 shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirement's, standard industry practices, the requirements of the operations and this contract, the Contractor, directly through its subcontractors, shall effect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger signs, placarding, labeling or posting other forms of warning against hazards.

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.

WITNESS these signatures:


THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: Sharon Lewis

NAME: SHARON LEWIS
TITLE: PURCHASING DIVISION CHIEF

DATE: 04/08/2019

ECS MID-ATLANTIC, LLC

AUTHORIZED
SIGNATURE: 

NAME AND
TITLE: Leo T. IVS Jr, PRESIDENT

DATE: April 4, 2019

EXHIBIT A: SCOPE OF SERVICES

A. INTRODUCTION

The Contractor shall provide soil, groundwater and building Inspection and testing services, including the provision of the necessary personnel and equipment for all shop, field, and laboratory testing and monitoring of the environmental status of real property identified by the County.

All work shall be the responsibility of a single Contractor employing, where necessary, subcontractors for any specialty work.

The County will utilize a three-level approach in assessing property for prior, existing, and/or future on-site and off-site environmental liabilities. This multi-level approach will minimize initial survey cost and allow for development of site specific work scopes. For projects on an accelerated schedule, the County may require a combined phase approach to meet specific time constraints.

Present expectations are for six environmental land surveys annually, however, the services will be requested based on County's needs, therefore the County cannot guarantee a minimum or maximum number of projects per year.

B. LEVEL I SERVICE

The Contractor shall perform a Level I Environmental Land Survey (ELS), consisting of a general review of historical data including published hydro-geological and geological data, land records, and regulatory agency file records. A physical inspection of the site shall also be conducted. On completion of this review, the Contractor shall evaluate all data and submit a written report to the County detailing the investigative activities. This report shall include recommendations for additional investigation, if warranted by specific site conditions. Subsurface/surface sampling and radon gas inspections are not contemplated under the Level I efforts, unless specifically requested by the County.

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 on adjacent sites, the County shall be notified of such findings immediately. Investigation of the nature and extent of contamination is beyond the scope of a Level I ELS and shall be addressed in a Level II ELS, but the County may request subsurface/surface sampling and radon gas inspections under the Level 1 efforts. A site-specific Level II scope of work shall be prepared by the Contractor based on Level I findings and recommendations.

Level I activities shall include the following:

HISTORICAL REVIEW

The Contractor shall conduct a historical review 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:

- Review of accessible public documents to identify site ownership at least since 1940, identify prior use of the site and adjacent sites;
- Review of any available aerial photographs of the property;
- 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;

- Interviewing former and current owners and tenants, whenever possible, to obtain pertinent information regarding the use of the site;
- Review of published hydro-geological and geological data for the site and vicinity;
- Review of Arlington County Public Works, Zoning, Building Inspections, Health Department, Fire Department and other available records for the site.

REGULATORY FILE REVIEW

The Contractor shall conduct a regulatory file review to identify any agency actions filed against the site which may indicate contamination of the subject property, including, but not limited to, the following tasks:

- Review of USEPA-National Priority List (NPL) of hazardous waste (Superfund) sites within a one-half mile radius of the site;
- Review of USEPA-Comprehensive Environmental Response, Comprehensive Liability Information System (CERCLIS) inventory of potential hazardous waste sites under investigation within a one-half mile radius of the site;
- Review 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.

PHYSICAL INSPECTION OF PROPERTY

The Contractor shall 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 shall 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 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 located 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, as well as 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.
 - Conduct an investigation of all accessible interior and exterior areas of all buildings and structures located 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 map;
- When a Level I ELS indicates evidence of a potential release or presence of hazardous waste materials, contaminated soil and/or ground water on the site being inspected or on adjacent sites, the Contractor shall immediately notify the County Fire Department of such findings. Such notification shall be done consistent with the Statewide Fire Prevention Code (SFPC F - 2310.1 and F - 2310.2). The Contractor shall also notify the County Project Officer of the finding and the Fire Department notification.

WRITTEN REPORT

The Contractor shall submit electronically to the Project Officer a written report detailing the investigative activities and make recommendations regarding any further investigation. The ELS report shall 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

C. 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 the requirements of a project impact upon 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 ground water through installation of test pits, soil borings, and monitoring wells. The Contractor shall prepare a written report which details the investigative activities. Sampling and analysis of soil and/or groundwater shall follow all applicable EPA or state approved procedures.

D. LEVEL II SERVICE

Upon request by the County, the Contractor shall perform a Level II ELS consisting of additional research, geo-technical and electromagnetic surveys, and sampling program development. The additional research may include, but is not limited to, subsurface/surface sampling and analysis of soil and/or ground water through installation of test pits, soil borings, and monitoring wells. The Contractor shall prepare a final report which details the investigative activities. The Level II scope of work shall include the following field activities:

E. LEVEL III SERVICE

If contamination is found on the site, the Contractor shall, upon request by the County, perform a Level III ELS, addressing remedial action recommended by the Level I and Level II ELS. Site specific scope of work, as required for a Level III ELS, shall be prepared by the Contractor based on the Level I and Level II ELS findings and recommendations.

F. GENERAL REQUIREMENTS OF SERVICES

SAMPLE COLLECTION

Sample collection shall follow applicable EPA or State approved procedures. Sample collection shall be performed by Contractor personnel using chain-of-custody forms when collecting samples. This form shall accompany the sample from the time of collection until the sample reaches the laboratory for analyses. This form shall provide complete and accurate information on the chain-of-custody of the sample through sample disposal. Samples shall be appropriately numbered by field personnel to insure data integrity. While samples are being collected, all field data shall be entered into a project record log to enhance reliability of the data, with all entries made in ink. Data to be entered into the project record log shall include all dates, times, diagrams, instrumentation, calibration, and other pertinent information.

Field blanks shall be collected along with other samples for environmental tests as dictated by applicable Federal or State protocols. Blanks are submitted to the laboratory and analyzed for the appropriate constituents.

Samples shall be collected in certified "clean" sampling containers, as specified by applicable EPA or state protocols. Samples shall be preserved with the preservatives appropriate for the samples to be preserved. Sample containers shall be prepared by a qualified laboratory as per EPA guidelines.

Where monitoring wells are installed, the wells shall be installed per EPA standards under the supervision of certified personnel.

The Contractor shall provide interim storage, testing, and disposal of 1) soil cuttings generated during site investigation; 2) water generated from the installation, purging, flushing, or sampling of ground water monitoring wells; 3) water generated from equipment decontamination; and 4) any personal protective equipment and other disposable equipment used during the site investigation. All such hazardous and non-hazardous materials shall be stored, handled, disposed, and documented according to US Environmental Protection Agency and Virginia Department of Environmental Quality requirements. In no case shall such materials be stored at the work site for more than 30 calendar days.

ANALYTICAL PROCEDURES

The Contractor shall obtain all testing data related to this work from a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). The Contractor shall make routine visits to all off-site laboratories (employed by the Contractor) to evaluate items, equipment, and procedures of the internal quality assurance/quality control (QA/QC) programs. All analytical services shall be completed according to Environmental Protection Agency's approved methods and other standards required to assure continued accreditation of the analytical laboratory, to include, but not be limited to, NVLAP and National Institute of Standards and Technology (NIST).

The Contractor shall maintain a County-approved quality assurance and quality control program (QA/QC). The QA/QC program shall include field, laboratory, and data components. The field QA/QC program shall be designed to assure that handling and transport procedures do not affect the sample quality nor influence the sample analyses.

The laboratory QA/QC program shall include analysis of blanks, duplicates and spiked samples in order to test the accuracy and precision of the analyses. All additional QA/QC procedures implemented by the certified laboratory shall also be followed.

The data QA/QC program shall include the review of the results of the sample analyses compiled and evaluated before such results are submitted to the County. Any suspicious or non-conforming results shall be discussed with appropriate County personnel, and the Contractor shall provide recommendations on whether to accept or reject such suspicious or non-conforming results.

PROJECT MANAGEMENT

Each project team shall include a firm Principal, Geologist/Environmental Scientist, and support personnel necessary for the work requested. Project management shall place emphasis on technical quality of work and adherence to project budget and schedule.

Upon the County's issuance of a Notice to Proceed for a project, the Contractor's Project Manager shall schedule an initial meeting on the goals and objectives of the project and to discuss any special situations. Project tracking shall be performed by the Contractor's Project Manager throughout the project. All pertinent information obtained during the investigations shall be recorded to enhance the reliability of the project data. Additionally, the Contractor's Project Manager shall review all data obtained during the record reviews, providing quality assurance, and quality control throughout the project. Internal review of every report shall be conducted prior to report submittal to the County.

Preliminary oral or written reports shall be provided upon completion of each specific project task. These shall be followed by a detailed written report specifying the specific findings and recommendations. A draft report shall be submitted prior to final report release, if requested by the County. 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.

REGULATORY COMPLIANCE

Contractor shall advise the County so that the County is in compliance with all applicable environmental regulations. Where regulations differ, the Contractor shall advise compliance with the most stringent applicable regulation. All recommendations made by the Contractor shall reflect the most current federal, state and local regulations. If these regulations change or are under a legislative proposal process, the Contractor shall promptly notify the County of all such changes in writing. If no regulatory standard exists which specifically pertains to the project, the Contractor shall advise the most "state of the art" industry standard known at the time and offer other alternative standards/approaches.

PERSONNEL

Project Manager: The Contractor shall staff the project with a Project Manager who shall be trained in all aspects of required field testing and shall have proven leadership and management capabilities. The Project Manager shall act as the Contractor's lead person on the project and shall coordinate all contractor field and laboratory staff activities as required. This individual shall be permanently assigned to the contract throughout the Contract Term.

Project Staff: The Contractor shall also staff the project with Geologists, Environmental Scientists, Asbestos Survey Staff and Engineering Technicians whose principal duties shall be to ensure thorough testing and collection of data as required by the Scope of Services, as needed for a particular project. These individuals shall be assigned as required by surveys requested by Arlington County. At a minimum staff assigned for work under this contract 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

Principal: Contractor's Principal shall be assigned to the contract to provide consultation, engineering, and management services as required during the projects to ensure the quality of the field services and to provide corporate assistance as needed.

The initial project set-up and staffing shall be the responsibility of the Project Manager with assistance from the Principal. The Project Manager shall also be responsible for review of all test results and reports. Job progress and the quality assurance program shall be reviewed by the Project Manager and the Principal on a regular and frequent basis as dictated by the project requirements. The quality assurance and quality control program shall be the responsibility of the Principal.

PROCEDURES FOR REQUESTING CONTRACTOR'S PROPOSALS

When the County is in need of services required under this Agreement, it shall provide the Contractor with a statement of services to be provided by the Contractor and request the Contractor submit a proposal of services, hours and fees needed to complete the scope of work of the project. Such proposal shall be prepared using the contract's fully burdened hourly rates and include all expenses necessary to complete the project. The time in which the services are to be completed shall also be specified by the County, for which the Contractor shall provide a projection of time necessary for completion. Upon receipt of the Contractor's proposal of services, hours, fees and time to complete a given project or provide specified services, the County reserves the right to either accept said proposal and authorize the Contractor to proceed, or reject said proposal, or negotiate further with the Contractor to reach a mutually agreeable proposal. Upon acceptance of the Contractor's proposal and issuance of the County notice to proceed and/or purchase order, the Contractor shall promptly proceed with the services authorized.

Exhibit B: Contract Pricing

Unit Rates

<u>Category</u>	<u>Rate</u>	<u>Units</u>
Principal	\$180.00	Hour
Project Manager	\$130.00	Hour
ELS Task Managers		
Level III (Field Project Manager)	\$110.00	Hour
Level II (Staff Level Project Manager)	\$95.00	Hour
Level I (Environmental Scientist)	\$85.00	Hour
CADD/Graphics	\$85.00	Hour
Administrative Support	\$50.00	Hour
Certified Industrial Hygienist	\$150.00	Hour
Two man Survey Crew	\$144.00	Hour
Senior Engineer	\$170.00	Hour
Engineer	\$115.00	Hour
Senior Archeologist	\$125.00	Hour
Other Common Fees		
Regulatory Database Search	\$295.00	Parcel
Environmental Lien Search	\$175.00	Parcel
Fire Insurance Map	\$100.00	Parcel
Infrared Camera	\$100.00	Day
Temperature and Relative Humidity Meter	\$45.00	Day
Moisture Meter	\$45.00	Day
PID	\$100.00	Day
Field Colorimetric Analysis	\$37.00	Each
Sub-Meter GPS	\$175.00	Day
Asbestos Bulk Analysis - PLM Bulk Sample (Standard TAT)	\$12.00	Each
Mileage (Portal to Partal)	\$0.60	Mile
Lead Analyzer	\$200.00	Day
Private Utility Locator	\$900.00	Day
Concrete/Asphalt Coring	\$2,000.00	Day
Specalty Equipment Rented Otherwise not Listed	Cost + 10%	

Laboratory Fees		
TO-15 Full List (5 TAT)	\$385.00	Each
Radon	\$30.00	Each
Asbestos- PLM Bulk Sample (24-Hour TAT)	\$15.00	Each
Asbestos - PCM Air Sample (On-Site)	\$10.00	Each
Asbestos - TEM Air Sample (24-Hour TAT)	\$75.00	Each
VOCs	\$90.00	Each
TPH-DRO	\$70.00	Each
TPH-GRO	\$60.00	Each
RCRA Metals	\$150.00	Each
PCBs	\$90.00	Each
Semi-Volatiles (SVOCs)	\$250.00	Each
Priority Pollutant Metals	\$250.00	Each
TCLP Metals	\$250.00	Each
Interface Probe	\$100.00	Day
55-Gallon Drums (with disposal fee)	\$275.00	Each
Other Specialty Laboratory Analysis Otherwise not Listed	Cost + 10%	
Hollow-Stem Auger Drilling		
Mob/demob Track Rig/Auger	\$850.00	Day
Decon Pad	\$175.00	Each
Continuous MacroCore Sampling	\$24.00	Foot
HSA drilling 0 to 50 ft (4-inch)	\$22.00	Foot
HSA drilling 0 to 50 ft (2-inch)	\$18.00	Foot
Install 2" PVC wells 0 to 50 ft	\$22.00	Foot
Install 4" PVC wells 0 to 50 ft	\$30.00	Foot
Decontamination	\$275.00	Hour
Protective Steel Covers (flushmount)	\$240.00	Each
PM Labor	\$100.00	Hour
Other Specialty Drilling Equipment Otherwise not Listed	Cost + 10%	
Standard Direct Push Technology/Geoprobe (MacroCore Soil and Grab Groundwater Sampling)		
Mob/demob Track Rig	\$500.00	Day
Geo probe DPT Soil and GW Sampling	\$2,600.00	Day
PM Labor	\$100.00	Hour
Temporary Piez. Materials	\$7.00	Foot