

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

CONTRACT AWARD COVERPAGE

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|--|------------------------|---|
| TO: JSK Environmental Services, LLC | DATE ISSUED: | July 21, 2020 |
| 13130 Peach Leaf Place | CONTRACT NO: | 20-257-ITB |
| Fairfax, Virginia 22030 | CONTRACT TITLE: | Hazardous Materials Testing & Monitoring 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. 20-257-ITB including any attachments or amendments thereto.

EFFECTIVE DATE: July 21, 2020

EXPIRES: July 20, 2021

RENEWALS: THIS IS THE 1st YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

COMMODITY CODE(S): 91047, 91038, 91040

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-257-ITB

EMPLOYEES NOT TO BENEFIT:

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

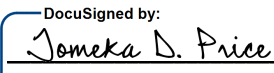
VENDOR CONTACT: Nand Kaushik **VENDOR TEL. NO.:** (703) 980-0573

EMAIL ADDRESS: nandjskenvironmental.com

COUNTY CONTACT: Rami Natour, DES-FMB **COUNTY TEL. NO.:** (703) 228-0789

COUNTY CONTACT EMAIL: rnatour@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

DocuSigned by:
 Title Procurement Officer Date 7/31/2020
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**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 20-257-ITB

THIS AGREEMENT is made, on July 21, 2020, between JSK Environmental Services, LLC, 13130 Peach Leaf Place, Fairfax, VA 22030 ("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, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 20-257-ITB.

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"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide hazardous material abatement services, including on-site monitoring of abatement contractor, sampling and related services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the 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. The Work will commence on July 21, 2020 and must be completed no later than July 20, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from July 21, 2021 to July 20, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 20-257-ITB at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until July 20, 2021 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before

the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in March of each year of the Contract.

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

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

7. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. 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 County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

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 any services during the Contract Term.

The County does not guarantee that the Contractor will be the exclusive provider of the services covered by this Contract. The 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 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. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

14. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

15. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the

County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

16. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris (“Waste”). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or-controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

17. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration (“OSHA”) requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

18. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 (“Standard”). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets (“MSDS”) for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County’s refusal of goods under this section or rejection of MSDS.

19. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record (“WSR”) and manifest. The Contractor shall supply the County Project Officer with the executed original Owner’s Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

20. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods, equipment or material that the Contractor or its subcontractor provides or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

21. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, 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, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

22. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

23. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

24. PROJECT STAFF

The County has the right to reasonably 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 employees and its subcontractors is the sole responsibility of the Contractor.

25. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

26. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

27. 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.

28. 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.

29. 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.

30. 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.

31. INDEMNIFICATION

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 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.

32. OWNERSHIP AND RETURN OF RECORDS

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

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive 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 willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to 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.

33. 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 bid 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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)

40. AUDIT

The Contractor may be requested to provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to 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.

41. 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.

42. AMENDMENTS

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

43. 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.

44. 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.

45. 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.

46. ARBITRATION

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

47. 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.

48. 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.

49. 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.

50. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

51. ATTORNEY'S FEES

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

52. 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; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; AND ATTORNEY'S FEES.

53. 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.

54. 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.

55. 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:

Nand Kaushik, P.E.
JSK Environmental Services, LLC
13130 Peach Leaf Place
Fairfax, VA 22030
Email: nandjskenvironmental.com
Phone: (703) 980-0573

TO THE COUNTY:

Rami Natour, Project Officer
Facilities Management Program Manager
Arlington County, Virginia
1400 N Uhle Street, Suite 601
Arlington, Virginia 22201

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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

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

56. 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.

57. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

58. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

59. 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. 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.
- e. 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.
- f. 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.
- g. 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 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.

60. 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

JSK ENVIRONMENTAL SERVICES, LLC

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka D. Price
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:
SIGNATURE: Nand Kaushik
B316D5180DD64BF...

NAME AND TITLE: TOMEKA D. PRICE
PROCUREMENT OFFICER

NAME AND TITLE: Nand Kaushik
Principal

DATE: 7/31/2020

DATE: 7/24/2020

SCOPE OF SERVICES

The purpose of this solicitation is the procurement of environmental abatement testing and monitoring services, including on-site monitoring of abatement contractor, sampling and related services. The services include, but is not limited to, environmental abatement-related services involving lead-containing materials (LCMs), asbestos-containing materials (ACMs), fluorescent fixtures, polychlorinated biphenyls (PCBs), mercury-containing lamps (MLs), mold testing and Indoor Air Quality (IAQ), Indoor Environmental Quality (IEQ) and other regulated building components. All work shall be performed by the Contractor except for laboratory analysis, which shall be performed by a qualified laboratory subcontractor if necessary. The Contractor shall work and cooperate with the County's Abatement Contractor, an independent contractor chosen by the County to perform abatement/removal services.

Arlington County currently owns or leases approximately 190 buildings of varied age and condition. There is a constant need for a wide range of hazardous materials abatement services. The County does not maintain a schedule for building renovations; therefore, it is impossible to estimate the project volume. It is anticipated, however, that under this Contract the Contractor's services will be requested primarily as a result of:

- hazardous materials being exposed or encountered during routine maintenance,
- environmental building survey being a part of regulatory requirements for programs in which the County participates, and that may require building inspection certifications, or
- the requirement of conducting an environmental building survey prior to commencing construction or renovation.

The Contractor shall provide the necessary personnel, equipment, materials, written reports, correspondence, administration and any incidentals for assigned County abatement-related work.

GENERAL

The Contractor shall:

- Provide abatement project-related services, including, but is not limited to, initial environmental conditions assessment, cost estimating, monitoring, sampling, attending meetings, documentation, providing recommendations on abatement options, management alternatives, environmental laws and regulations compliance, and technical issues;
- Provide sampling and assessment of suspect regulated materials including but is not limited to asbestos-containing materials (ACMs), lead-containing materials (LCMs), Polychlorinated biphenyl (PCB) containing Fluorescent Light Ballasts and Fluorescent Fixture - Mercury Vapor Lamps (MVL) in buildings;
- Complete environmental building surveys for buildings previously surveyed for asbestos;
- Perform roof asbestos surveys;
- Upon request, review and revise the current County Abatement Master Specifications (Attachment A) to the most current [Virginia Occupational Safety and Health Administration \(VOSHA\) standards](#);
- Perform testing and evaluation procedures for mold, indoor air quality and indoor environmental quality assessments. Testing protocol shall be consistent with those of [U.S EPA's](#) program office in Washington, D.C. A formal report will be provided to the County and a corrective action plan, if needed included on the report for implementation; and

- Provide electronic submission of survey reports for each project completed to the County Project Officer or designee.

The scope of work will NOT include:

- Occupational Safety and Health Administration (OSHA)- required sampling for abatement contractor's personnel on County projects;
- Repair surface finishes damaged by sampling, except to temporarily seal sample area.

DETAILED SCOPE OF SERVICES

Abatement Project Monitoring:

The Contractor shall perform all tasks as outlined in the County Abatement Master Specification (Attachment A).

The Contractor's duties and functions shall be to ensure that the work performed on County property complies with the project specifications and adhering to work practices in accordance with all applicable federal, state and local regulations.

Abatement Project Fee Proposals:

For all abatement projects the Contractor shall provide a comprehensive itemized project fee proposal, at unit prices provided on the Bid Form. Each fee proposal shall identify services, estimated hours, fees and number of days to complete, for any proposed work assignment, including both direct and indirect costs for any or all of the following:

- services provided by the Contractor,
- cost estimate for Abatement Contractor work,
- specification to current VOSH standards, and
- abatement monitoring and reports.

Upon receiving the County's request abatement services, the Contractor shall submit the fee proposal to the County Project Officer or designee within ten (10) business days. If the project is determined by the County in its sole discretion to be an emergency, or if other work which cannot be delayed is being performed at the site, the fee proposal shall be provided to the County within three (3) business days of the County's request, at no additional cost to the County.

The County reserves the right to accept the fee proposal and authorize the Contractor to proceed, reject the fee proposal, or solicit another vendor to perform the proposed work if it is in the best interest of the County. Upon acceptance of the Contractor's proposal and the issuance of a valid County Purchase Order, the Contractor shall immediately proceed with the work assignment, and invoice the County upon completion at contract unit prices. Work that exceeds the proposal shall not be billed, unless authorized by the County Project Officer or designee in writing in advance of the work.

Project-specific specifications tailoring:

The Contractor shall tailor the County's Abatement Master Specifications (Attachment A) for each abatement project. A licensed project designer shall electronically submit the proposed changes to the County Project Officer or designee for approval.

For projects where the County prepared changes to the Master Specifications, a licensed project designer shall review the amended document and return it electronically to the Project Officer or designee with any further suggestions.

Sampling:

Sample collection, analysis and transportation services shall comply with all applicable regulations, as well as Virginia state and federal approved standards in effect at the time the service is performed.

The Contractor is responsible for the retention of a laboratory to perform various sample analysis testing under this Contract. The Contractor's laboratory shall maintain a written quality assurance and quality control (QA/QC) program that has been approved by the County. The QA/QC program shall include transport, laboratory, and data components. The QA/QC program shall be designed to assure that handling and transport procedures do not affect the samples' quality or influence their analyses.

Environmental Surveys of County buildings:

The Contractor shall provide environmental building surveys as requested by the County. Each survey shall identify and quantify interior and exterior material, as applicable per work assignment, documenting any potential adverse environmental health conditions or exposure sources, which may require special management and/or disposal during renovation and demolition. The Environmental Building Survey will be performed by the Key Personnel related to this solicitation on a time and material capacity.

Each survey shall include:

- 1) Verification of existing information concerning asbestos-containing materials and sampling of any previously suspect ACMs. Each survey report shall meet [Asbestos Hazard Emergency Response Act \(AHERA\)](#) standards and include quantities of both friable and non-friable ACMs, their condition assessment and recommendations for management. The survey report shall note the presence and condition of Category 1 Regulation ACMs (RACMs), and recommend which of them may be left in place during renovation or demolition;
- 2) Complete lead-based paint survey using X-Ray Fluorescence (XRF) and paint chip samples collected for laboratory analysis, if necessary, to clarify the XRF data;
- 3) Sampling and analysis of drinking water for lead content;
- 4) Inventory of fluorescent fixtures with:
 - a) An exact quantity of lamps (tubes),
 - b) An estimate of total quantity of polychlorinated biphenyl (PCB)-containing ballasts based on random visual examination of ten percent (10%) of the ballasts,
 - c) Mercury Vapor Lamps
- 5) Radon gas sampling and analysis, using charcoal absorption screening test kits exposed for approximately three (3) days under normal building conditions.

Master Specifications revisions:

Upon any changes in state or federal legislature, or as any other need arises, the Contractor shall, with prior written authorization of the Project Officer or designee, revise the County's Abatement Master Specifications (Attachment A) to ensure that they incorporate the most current applicable legislation and abatement procedures. The Contractor shall advise the County when such revisions are recommended. Recommended changes shall be submitted to the County Project Officer or designee electronically. Upon County approval, the changes will be incorporated into the Arlington County Abatement Master Specifications.

Abatement project management reports:

The Contractor shall prepare a written report at the completion of each assigned abatement project that contains all documentation compiled during the project. This documentation shall contain, at a minimum, an executive summary, a discussion of all significant events occurring during the project, original copies of all sampling analysis sheets, the name and signature of the person conducting clearance samples, daily log sheets, and work area sign-in and sign-out sheets.

All project reports and invoices shall be submitted electronically in Microsoft Office or .pdf format.

Deadlines:

For purposes of this section, "on-site work" refers to work requiring site visits on property owned, leased, or intended for acquisition by the County. "Off-site work" refers to all work performed at other locations, such as the Contractor's offices. Deadlines for electronic submission of all project reports and invoices to the County Project Officer or designee shall be in calendar days, as follows:

- For projects involving on-site work: fourteen (14) days from date of last on-site work;
- For projects involving off-site work only, such as providing the lead abatement master specification: twenty-one (21) days from receipt of work order;
- For certifications for demolition/renovation permit applications, in conjunction with abatement projects: three (3) days following the last waste removal from the site;
- For abatement contractor submittal review, in conjunction with abatement projects: three (3) days following receipt of submittal(s); and
- For abatement project design (tailoring existing Master Specifications): fourteen (14) days from the receipt of work order.

Overtime Pay:

The County retains the right to require the Contractor's employees to work additional hours based on the project needs. Work performed Monday through Friday between the hours of 7:00 am and 5:00 pm shall be paid using the regular pay rate provided in the Bid Form. Overtime pay will be applied to any hours worked outside of the above specified hours, to include, evenings, weekends and Holidays, and will be calculated using the hourly rates provided in the Bid Form multiplied by 1.5.

Regulatory compliance:

The Contractor's advice and recommendations provided to the County shall be in compliance with all applicable Federal, State and Local regulations.

Where regulations differ, the Contractor shall advise compliance with the most stringent applicable regulation. If these regulations change, or are under a legislative proposal process, the Contractor shall immediately notify the County of all pertinent details in writing. If no regulatory standard exists which specifically pertains to the County, the Contractor shall advise the most "state of the art" industry standard known at the time and offer other alternative standards/approaches. Lead-related work shall comply with the most current [Virginia Lead-based Paint Activities Regulations](#).

CONTRACTOR STAFF QUALIFICATIONS

The Contractor shall identify and utilize a project team qualified to maintain a level of service that meets the requirements of this solicitation. Project management shall place emphasis on completeness and accuracy of reports,

technical quality of work, regulatory compliance and adherence to project schedules and budgets. The project team shall include a Principal of the firm, Project Manager, personnel licensed to perform the work assigned, and necessary support staff, as outlined below.

- A Contract Manager shall be assigned to the Contract within ten (10) days of contract award. The Contract Manager shall be experienced in project management, supervise employees, knowledgeable in all aspects of hazardous materials abatement services and have the ability to troubleshoot problems quickly and consult with the County's Project Officer about remedies. The Contract manager shall be responsible for quality control and may be required to meet with the County Project Officer for progress meetings and site tours.

The Contract Manager's hours are not billable to the Contract and shall be considered Contractor overhead.

- A Project Manager shall be familiar with all aspects of ACM, LCM, PCB containing fluorescent ballasts, and Fluorescent Fixture-mercury vapor lamp (MVL) inspection, project design, management planning, risk assessment and abatement operations to include Indoor Air Quality and Indoor Environmental Quality, mold remediation and has leadership and management capabilities proven in previous projects. The Project Manager shall:
 - have a minimum of five (5) years of experience in a HAZMAT project management role.
 - serve as the Contractor's primary contact person for the contract and shall manage and be responsible for the performance of the Contractor's entire field, office and laboratory staff as required.
 - review all reports.
 - be readily accessible by telephone and e-mail.
 - be permanently assigned throughout the duration of the Contract. However, if a replacement is necessary, then the newly assigned Project Manager must be approved by the County.
- The Contractor shall have available adequate, qualified staff to respond to the County's needs, including weekend work, 24 hour/day work, multiple projects running concurrently, emergencies, rush jobs, and projects which may occur for extended periods of time. The personnel resources available for this Contract shall include a minimum of one (1) employee licensed by the Virginia Department of Professional and Occupation Regulation within each of the below categories:
 - asbestos inspector
 - asbestos management planner
 - asbestos project designer
 - asbestos project monitor
 - lead inspector
 - lead risk assessor
 - lead project designer
- The Contractor shall also include a minimum of one (1) employee certified by American Council for Accredited Certification (ACAC) and/or National Organization of Remediators and Mold Inspectors (NORMI) and/or a Certified Industrial Hygienist (CIH) certification for the below personnel:
 - Indoor air quality specialist

- All personnel assigned to the Contract shall have at least two (2) years of experience in the type of work performed. All personnel assigned to the Contract shall maintain Environmental Protection Agency (EPA)-required training and Virginia-required licensure to perform the work.
- Project Monitors shall also be certified in on-site phase contrast microscopy (PCM) reading procedures and shall have attended PCB awareness training.
- All Project Monitors and Inspectors shall be certified for working in confined spaces, as defined by the [Occupational and Safety Hazards Administration \(OSHA\)](#).
- The Contractor may not replace key personnel identified in its bid, 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.

INFORMATION PROVIDED BY THE COUNTY FOR EACH PROJECT:

- For environmental building survey projects: a copy of the existing asbestos survey, abatement records (if available), and manufacturer's specifications for any newly-installed building materials;
- Basic project site information, such as overall square footage, floor plans, year built, etc.; and
- Upon request: a copy of the most current architectural/engineering drawings for the project sites, including mechanical and plumbing sheets, if available.

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-257-ITB

REVISED BID FORM DATED JUNE 29, 2020**SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM ELECTRONICALLY VIA VENDOR REGISTRY**

BIDS WILL BE OPENED AT 2:00 P.M., ON JULY 9, 2020

FOR PROVIDING HAZARDOUS MATERIAL TESTING & MONITORING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATIONGRAND TOTAL FOR SECTIONS A, B, & C \$ 2,130**Hourly Rates and Unit Prices shall include all labor, material, delivery costs, administrative, overhead and profit.**A. KEY PERSONNEL:

| Position | Hourly Rates |
|-------------------------------|---------------|
| Project Manager | \$ 85 |
| Asbestos Inspector | \$ 50 |
| Asbestos Management Planner | \$ 50 |
| Asbestos Project Designer | \$ 50 |
| Asbestos Project Monitor | \$ 60 |
| Lead Inspector | \$ 50 |
| Lead Risk Assessor | \$ 50 |
| Lead Project Designer | \$ 60 |
| Indoor Air Quality Specialist | \$ 50 |
| TOTAL | \$ 505 |

- B. SAMPLE ANALYSIS FEES: Sample analysis fees shall include all materials, equipment, analytical personnel, subcontractor's charges and delivery/transportation costs associated with analyzing each sample. Project management, office support, sample report (including interpretation and recommendation, if applicable) and report administration and quality control costs shall be included in the sample analysis unit fee. Turn-around time (TAT) shall refer to the time, in calendar days or hours, as specified, from collecting the sample to written communication of results to the County Project Officer or their designee.

1. AIR SAMPLES/TAT (including all off-site labor and all supplies). Note: All samples listed below refer to asbestos samples except for Radon Screening Test Kit. **Indoor Air Quality Testing parameters include: Carbon Dioxide, Carbon Monoxide, Temperature and Relative humidity.**

| Description | Unit Price |
|--|------------|
| Transmission Electron Microscopy (TEM) air/ 2 days | \$ 52 |
| Transmission Electron Microscopy (TEM) air/ 1 day | \$ 70 |

| | |
|--|---------------|
| Transmission Electron Microscopy (TEM) air/ 12 hours | \$ 80 |
| Phase Contrast Microscopy (PCM)/ 1 day | \$ 10 |
| Phase Contrast Microscopy (PCM)/ 1 hour (on-site analysis) | \$ 0 |
| Radon Screening Test Kit | \$ 20 /kit |
| Indoor Air Quality Test/ 1 day | \$ 150 |
| TOTAL | \$ 382 |

2. **MATERIALS (BULK) SAMPLES/TAT:** Note: All samples listed below refer to asbestos samples. **Point Counting reporting limits: <0.1%.**

| Description | Unit Price |
|---|---------------|
| X-ray fluorescence (lead)/ 1 day | \$ 125 |
| Paint Scraping Samples Analyzed by NIOSH Method 7082M | \$ 10 /sample |
| Toxicity Characteristic Leaching Procedure-Lead/ 48 hours | \$ 60 |
| Lead in Drinking Water Samples Analyzed by EPA Method 200.8 | \$ 12 /sample |
| Polarized Light Microscopy (PLM)/ 2 days | \$ 8 |
| Polarized Light Microscopy (PLM)/ 1 day | \$ 10 |
| Point counting/ 2 days | \$ 38 |
| Gravimetric/ 2 days | \$ 32 |
| X-ray diffraction/ 2 days | \$ 160 |
| TOTAL | \$ 455 |

3. **OTHER SAMPLES RELATED TO THE WORK OF THIS CONTRACT:**

| Description | Unit Price |
|--|----------------|
| Microbial Analysis: | |
| Spore Trap (24- hour TAT) | \$ 30 /sample |
| Surface Swab (24- hour TAT) | \$ 30 /sample |
| Surface Tape (24- hour TAT) | \$ 30 /sample |
| Culturable ID Genus | \$ 50 /sample |
| Culturable ID Species | \$ 150 /sample |
| Silica | \$ 80 /sample |
| Formaldehyde (3-day TAT) | \$ 130 /sample |
| Construction Dust (3-day TAT) | \$ 48 /sample |
| Polychlorinated Biphenyls (PCBs) (3-day TAT) | \$ 240 /sample |
| TOTAL | \$ 788 |

4. PLEASE PROVIDE THE NAME AND ADDRESS OF THE LABORATORY THAT WILL BE PROVIDING SAMPLE ANALYSIS SERVICES UNDER THIS CONTRACT:

EMSL Labs, 10768 Baltimore Avenue, Beltsville, MD 20703

Back up Lab: Intertek-PSI, 350 Poplar Street, Pittsburgh, PA 15220

- C. **PROJECT-BASED PRICES:** One fee will be charged per project, along with any related on-site personnel and sampling charges, for the following (requirements and deadlines are specified in Scope of Services).

| Description | Unit Price |
|---|--------------|
| Review/revision of master specification | \$ 0 ea. |
| Provision of reports on CD | \$ 0 /report |
| Abatement project cost estimate | \$ 0 ea. |
| Abatement project Design: County – generated specification tailoring, submitted for Contractor review and approval | \$ 0 ea. |
| Abatement project Design: Contractor – generated specification tailoring | \$ 0 ea. |
| TOTAL | \$ 0 |

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED:

SUBMITTED BY:

(legal name of entity)

JSK Environmental Services, LLC

AUTHORIZED SIGNATURE:



PRINT NAME AND TITLE:

Nand, Kaushik, P.E., Principal

ADDRESS:

13130 Peach Leaf Place

CITY/STATE/ZIP:

Fairfax, VA

TELEPHONE NO.:

703-980-0573

E-MAIL

ADDRESS:

nand@jskenvironmental.com

THIS ENTITY IS INCORPORATED IN:

Virginia

THIS ENTITY IS A:

(check the applicable)

CORPORATION

LIMITED PARTNERSHIP