NOTICE OF AWARD OF CONTRACT

TO: ECS MID- ATLANTIC, LLC.
14026 THUNDERBOLT PL, STE 100
CHANTILLY, VA 20151

DATE ISSUED: March 16, 2012
CURRENT REFERENCE NO: 37-10-2
CONTRACT TITLE: ENVIRONMENTAL LAND SURVEY 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.

Your firm is awarded the above referenced contract in accordance with Agreement No. 37-10-2 dated MARCH 16, 2012. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JANUARY 31, 2017.

The contract documents consist of the terms and conditions of Agreement No. 37-10-2, including any exhibits attached or amendments thereto.

CONTRACT PRICING:

REFER TO EXHIBIT B

ATTACHMENT:

AGREEMENT NO. 37-10-2

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: WILLIAM R. LEONARD, CPG
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR TEL. NO.: 703-471-8400
VENDOR EMAIL: wleonard@ecslimited.com

COUNTY CONTACT: TIM O’HORA
COUNTY TEL. NO.: 703-228-3683
COUNTY EMAIL: tohora@arlingtonva.us

CONTRACT AUTHORIZATION

Ms. Elizabeth B. Dooly, Assistant Purchasing Agent

DATE: 3/16/12
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 37-10-2

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between BCS Mid-Atlantic, LLC, 14026 Thunderbolt Place, Suite 100, Chantilly, Virginia 20151 ("Contractor"), a Commonwealth of Virginia Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Scope of Services), and Exhibit B (Contract Rates) ("Contract Documents").

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 shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

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

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide, on an as-needed basis, environmental land surveys including historical and regulatory file review, inspection of properties, subsurface/surface sampling, soil and ground water analysis as detailed in Exhibit A of this agreement. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. STANDARD OF CARE
In the performance or furnishing of professional services hereunder, the Contractor and all its agents, shall exercise the

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AGREEMENT No. 37-10-2
degree of skill and care normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care").

4. **RESPONSIBILITY OF THE CONTRACTOR**
The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials produced and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies in the Work as defined in Exhibit A (Scope of Services) or services provided, which are discovered within a twelve-month period of final completion of Work.

5. **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**
The County's review, approval, or acceptance of, or payment for, any services required under this Contract shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents, within the Customary Standard of Care.

6. **CONTRACT TERM**
The Work shall commence on February 1, 2012, and the Work shall be completed no later than January 31, 2017 ("Contract Term")

7. **CONTRACT AMOUNT**
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

8. **CONTRACT PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**
The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. Any proposed modifications to the Contract unit price(s) for ensuing years shall be submitted by the Contractor to the Project Officer ninety (90) days prior to the anniversary date of the Agreement. Any price modifications shall be negotiated and approved by Arlington County in writing prior to new prices going into effect.

Increases in the price(s) for ensuing years shall 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 twelve (12) month period ending in November of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the anniversary date, the County will terminate the Contract. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the remaining Contract Term.
9. **PROJECT WORK ASSIGNMENTS**

This Contract will not be used to request, or contract for, any professional design services.

The County has selected two (2) Awardees to be considered for the provision of services covered under this Contract. However, the County reserves the right to issue separate solicitations or waive requirements set forth below in part or whole, if it is determined in writing, by the County Purchasing Agent that is in the best interest of the County.

The following are the procedures for issuing project assignments under this contract:

- The Project Officer will develop a written scope of work and send it to the contractors to submit proposals.

- At a minimum the County will base its award decision for each assignment on the following evaluation criteria to determine the most qualified and best suited Contractor for that particular assignment:
  - Responsiveness to the County’s requirements including schedule of service delivery as specified in the scope of work submitted by the County Project Officer;
  - Contractor’s experience and specific knowledge of its staff with the specific property specified in the scope of work submitted by the County Project Officer;
  - Contractor’s proposed methodology for execution of the work; and
  - Appearance of conflict of interest of the contractor in connection to the property described in the scope of work.

- The Contractor(s) shall submit a proposal in response to the scope of work submitted by the County Project Officer within five (5) calendar days. The Contractor’s proposal shall describe the Contractor’s proposed method of completing the work, identify and provide resumes of the staff proposed to be used in performance of the work on the assignment, and provide a binding schedule to complete the work.

- The County Project Officer will review the proposal and rank the proposals.

- The County Project Officer will contact the highest ranking contractor and request submission of a not-to-exceed cost proposal using the fully burdened hourly rates identified in Exhibit B, providing details of the required tasks and the...
estimated number of hours necessary to complete the
assignment. If the price proposal is unacceptable and the
highest ranking Contractor is not willing to further
negotiate the cost proposal, the County will terminate the
negotiations with that Contractor and request a price
proposal from the next best qualified contractor.

The Contractor will only be authorized to proceed with work
on an assignment, after it has been approved by the Project
Officer, and they have received a valid County Purchase
Order.

The Contractor shall be responsible for securing all
necessary permits, licenses, and approvals from local, state
and Federal authorities. County will be responsible for
payment of permit fees.

10. PAYMENT
Payment will be made by the County to the Contractor within thirty
(30) days from the date of receipt of a correct (as determined by
the Project Officer) an invoice for Work done which is reasonable
and allocable to the Agreement and which has been performed to the
satisfaction of the Project Officer. The method of payment for
each assignment will be decided by the Project officer based on the
type of assignment awarded to the Contractor. The number of the
County Purchase Order pursuant to which authority goods or services
have been performed or delivered shall appear on all invoices.

11. PROJECT OFFICER
The performance of the Contractor is subject to the review and
approval of the County Project Officer ("Project Officer") who
shall be appointed by the Director of the Arlington County
department or agency requesting the work under this Contract.
However, it shall be the responsibility of the Contractor to manage
the details of the execution and performance of its work pursuant
to the Contract Documents.

12. ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the Work within the general scope
of the Work consisting of additions, deletions or other revisions.
No claim may be made by the Contractor that the scope of the work
or that the Contractor's services have been changed requiring
adjustments to the amount of compensation due the Contractor unless
such adjustments have been made by a written amendment to the
Contract signed by the County and the Contractor. If the
Contractor believes that any particular work is not within the
scope of the Work or is a material change or otherwise will call
for more compensation to the Contractor, the Contractor must
immediately notify the Project Officer after the change or event
occurs and within ten (10) calendar days thereafter must provide
written notice to the Project Officer. The Contractor's notice
must provide to the Project Officer the amount of additional
compensation claimed, together with the basis therefor and
documentation supporting the claimed amount. The Contractor will
not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

13. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

14. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor 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 (7) 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 shall accrue at the rate of one percent (1%) per month.

The Contractor shall 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.

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

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

17. PROJECT STAFF
The County will, throughout the Contract Term have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must 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 employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

18. SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

19. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants
for employment, notices setting forth the provisions of
this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for
employees placed by or on behalf of the Contractor, will
state that such Contractor is an Equal Opportunity
Employer.

c. Notices, advertisements and solicitations placed in
accordance with federal law, rule or regulation shall be
deemed sufficient for the purpose of meeting the
requirements of this section.

d. The Contractor will comply with the provisions of the
Americans with Disabilities Act of 1990 which prohibits
discrimination against individuals with disabilities in
employment and mandates their full participation in both
publicly and privately provided services and activities.

e. The Contractor will include the provisions of the foregoing
paragraphs in every subcontract or purchase order of over
$10,000, so that the provisions will be binding upon each
subcontractor or vendor.

20. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as
amended, the Contractor acknowledges that it does not, and shall
not during the performance of this Contract for goods and/or
services in the Commonwealth, knowingly employ an unauthorized
alien as that term is defined in the federal Immigration Reform and

21. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to
(i) provide a drug-free workplace for the Contractor's employees;
(ii) post in conspicuous places, available to employees and
applicants for employment, a statement notifying employees that the
unlawful manufacture, sale, distribution, dispensation, possession,
or use of a controlled substance or marijuana is prohibited in the
Contractor's workplace and specifying the actions that will be
taken against employees for violations of such prohibition; (iii)
state in all solicitations or advertisements for employees placed
by or on behalf of the Contractor that the Contractor maintains a
drug-free workplace; and (iv) include the provisions of the
foregoing clauses in every subcontract or purchase order of over
$10,000, so that the provisions will be binding upon each
subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a
site for the performance of work done in connection with a specific
contract awarded to a contractor by Arlington County in accordance
with the Arlington County Purchasing Resolution, the employees of
which contractor are prohibited from engaging in the unlawful
manufacture, sale, distribution, dispensation, possession or use of
any controlled substance or marijuana during the performance of the
contract.
22. **WARRANTY**

The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

23. **UNSATISFACTORY WORK**

If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract Term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

24. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Contract Term and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of
the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontractors and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

25. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by
the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

26. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, 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 work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

27. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County.
If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

28. COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

29. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to
and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties, nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

30. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

31. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, 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 offer was made without collusion or fraud and 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.

32. COUNTY EMPLOYEES
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

33. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

34. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Contract Term. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

35. RELATION TO COUNTY
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, 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, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

36. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services
purchased or acquired by the County under this Contract.

37. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

38. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

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

40. AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.
41. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

42. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. 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 final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is sixty (60) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

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

44. ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

45. NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

46. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

47. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence,
paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

48. 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.

49. SURVIVAL OF TERMS
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

50. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

51. AMBIGUITIES
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

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

TO THE CONTRACTOR:

ECS Mid-Atlantic, LLC
14026 Thunderbolt Place, Suite 100
Chantilly, VA 20151

TO THE COUNTY:

Tim O’Hara, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

16
Agreement No. 37-10-2
AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

53. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

54. **INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers 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, and acceptable to the County. The minimum insurance coverage shall be:

a. **Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers 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 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability.** The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. **Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).**

d. **The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries 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.**

e. **Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.**
f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.
The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and 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 contracted work.

The Contractor shall be 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 directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ECS MID-ATLANTIC, LLC

TAXPAYER ID: 20-1067637

AUTHORIZED SIGNATURE: [Signature]

AUTHORIZED SIGNATURE: [Signature]

NAME AND RICHARD D. WARREN, JR. TITLE: PURCHASING AGENT

NAME AND [Signature] TITLE: President

DATE: 3/11/17 DATE: 3/12/12

AGREEMENT No. 37-10-2
AGREEMENT NO. 37-10-1

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall provide, on an as-needed basis and in accordance with the Project Work Assignment provision of this agreement, 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.

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 is proposed to 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 County and Contractor agree that this expectation is not binding, and the County may need more or less than six environmental land surveys annually. The Contractor further understands that the County may not need any environmental land surveys in any given year, and will have no financial obligations to the Contractor for any services not ordered. The Contractor agrees to perform the services described in this Exhibit A on an as-needed basis, at the prices specified in Exhibit B, if the Contractor’s proposal is accepted pursuant to the Project Work Assignment provision of this Agreement.

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, all data shall be evaluated and a written report to the County prepared, 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 County may request subsurface/surface sampling and radon gas inspections under the Level I efforts. A site specific Level II scope of work shall be prepared based on Level I findings and recommendations.
Level I activities shall include the following:

HISTORICAL REVIEW
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 accessible public documents to identify site ownership at least since 1940, identify prior use of the site and adjacent sites;
- Review any available aerial photographs of the property;
- Review available building and utility permits for the subject property;
- Review County/city directories and other available published information identifying former occupants/tenants of the site;
- Interview former and current owners and tenants, whenever possible, to obtain pertinent information regarding the use of the site;
- Review published hydro-geological and geological data for the site and vicinity.
- Review Arlington County Public Works, Zoning, Building Inspections, Health Department, Fire Department and other available records for the site.

REGULATORY FILE REVIEW
- 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 USEPA-National Priority List (NPL) of hazardous waste (Superfund) sites within a one-half mile radius of the site;
  - Review 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 Virginia Department of Waste Management's inventory of Permitted Solid Waste Facilities;
  - Review Virginia Department of Waste Management's Hazardous Waste Handlers List;
  - Review the Virginia State Water Control Board files for the property and adjacent properties;
• Review the Virginia State Underground Storage Tank (UST) Database;
• Review Virginia State Water Control Board Leaking Underground Storage Tank (LUST) Database for subject and adjacent properties;
• Review State Health Department records relative to surface and ground water for the site;
• Review registry of underground storage tanks and reported hazardous materials incidents available through the Fire Prevention Division of the Fire Department;
• Review other available data relating to prior or current site usage;
• Review Corps of Engineers, FEMA, and other regulatory agencies files for the site.

PHYSICAL INSPECTION OF PROPERTY
Conduct a site inspection, documenting current site conditions and identifying areas of potential environmental concern. Pertinent information obtained in the historical and regulatory review shall be considered during the site walkover. Conduct 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 EPA requirements for asbestos inspectors, management planners, and designers. Analytical services shall be by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory, using the current EPA analysis methods. 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. Analytical services shall be by a certified laboratory, using the currently accepted analysis methods. 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 County (Fire Department) shall be notified of such findings immediately. Such notification shall be done consistent with the Statewide Fire Prevention Code (SFPC F - 2310.1 and F - 2310.2).

**WRITTEN REPORT**

The Contractor shall prepare a written report detailing the investigative activities. 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 3 x 5)
- Appendices

**LEVEL I ELS OPTION**

Wetland Survey: As an option to the scope of service during a Level I ELS, conduct 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: 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. A written report shall be prepared which details the investigative activities. Sampling and analysis of soil and/or groundwater shall follow applicable EPA or State approved procedures.

**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. A final report shall be prepared which details the investigative activities. The Level II scope of work
shall include the following field activities:

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 constant and accurate information 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 appropriate constituents.

Samples shall be collected in certified "clean" sampling containers, as specified by applicable protocol. Samples shall be preserved with the proper preservatives. 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 appropriate 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 reliable laboratory. 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 (National Voluntary Laboratory Accreditation Program (NVLAP) and National Institute of Standards and Technology (NIST)) required to assure continued accreditation of the analytical laboratory.

The Contractor shall maintain a County accepted 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.

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. Site specific scope of work, as required for a Level III ELS, shall be prepared based on the Level I and Level II ELS findings and recommendations.

PROJECT MANAGEMENT
The Contractor shall utilize a competent project team to maintain high-quality service. Each project team shall include a firm Principal, Geologist/Environmental Scientist, and qualified support personnel. Project management shall place emphasis on technical quality of work and adherence to project budget and schedule.

Upon notice to proceed, 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, Virginia 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
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 project throughout the duration of the agreement.

The Contractor shall also staff the project with GEOLOGIST, ENVIRONMENTAL SCIENTISTS, AGGREGATE SURVEY STAFF and ENGINEERING TECHNICIANS whose principal duties shall be to ensure thorough testing and collection of data as required by the Scope of Service. These individuals shall be assigned as required by surveys requested by Arlington County.

The Contractor shall identify a staff person who has a working knowledge of building construction, design, or systems.

PRINCIPAL OF THE FIRM shall be assigned to the project to provide consultation, engineering, and management services as required during the project 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 of the firm. 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 with the project manager by the principal of the firm 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 of the firm. The contractor shall provide adequate staff and resources for assistance required during the performance of the services.

Required Personnel
The Contractor shall have qualified personnel assigned to this project. The following are the minimum required qualifications for staff assigned for work under this contact:

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

QUALIFICATION REQUIREMENTS
The Contractor shall meet the following minimum experience requirements:

• Demonstrated experience providing environmental assessments and services to state and/or local governments
• Prior experience conducting hazardous materials/hazardous waste studies within Arlington County
• Demonstrated experience with ASTM-E 1528-05 Phase I ESAs for individual properties and corridor studies
• Asbestos, lead, and other hazardous materials identification, mitigation, and project design experience and capabilities
• Demonstrated experience with Phase II ESAs and Human Health Risk Assessments following EPA Superfund protocols
• Demonstrated ability to provide subsurface remediation cost estimates, design, and implementation
• Demonstrated ability to provide rapid turn-around on critical and/or time-sensitive projects
• Electromagnetic and Ground Penetrating Radar data collection/processing capability to identify buried utilities and tanks as well as tracking contaminant plumes.
• Demonstrated experience with NEPA studies, compliance, and public hearings
• Demonstrated environmental experience with:
  o Industrial, commercial, and residential sites
  o Fueling sites
  o Electrical substations
  o Dry cleaning facilities
**AGREEMENT NO. 37-10-2**  
**EXHIBIT B**

## CONTRACT RATES

<table>
<thead>
<tr>
<th>Role/Position</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Principal (PE, CPG, CIH, CHMM, Land Surveyor, etc)</td>
<td>$160.00/HR</td>
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<tr>
<td>Senior Project Manager</td>
<td>$125.00/HR</td>
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<td>Project Manager</td>
<td>$85.00/HR</td>
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<td>Staff Project Manager</td>
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<td>Environmental Scientist</td>
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<td>Field Geologist/Technician</td>
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<td>Surveyor Technician II</td>
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<tr>
<td>CADD/Graphics</td>
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<tr>
<td>Administrative Support</td>
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### Other Common Fees

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</thead>
<tbody>
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<td>XRF Lead Analyzer</td>
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</tr>
<tr>
<td>PID</td>
<td>$75.00/DAY</td>
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<tr>
<td>Field Colorimetric Analysis</td>
<td>$25.00/EACH</td>
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<tr>
<td>Private Utility Locator</td>
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<td>Sub-Meter GPS</td>
<td>$100.00/EACH</td>
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<tr>
<td>Regulatory Database Search</td>
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<td>Environmental Lien Search</td>
<td>$200.00/PARCEL</td>
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<td>City Directory Search</td>
<td>$115.00/PARCEL</td>
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<td>Fire Insurance Map</td>
<td>$115.00/PARCEL</td>
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<tr>
<td>Infrared Camera</td>
<td>$100.00/DAY</td>
</tr>
<tr>
<td>Temperature, Humidity, and Moisture Meter</td>
<td>$25.00/DAY</td>
</tr>
<tr>
<td>Mileage (Portal to Portal)</td>
<td>$0.60/MILE</td>
</tr>
<tr>
<td>Concrete/Asphalt Coring</td>
<td>$1,500.00/DAY</td>
</tr>
</tbody>
</table>

### Laboratory Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO-15 Analysis</td>
<td>$360.00/EACH</td>
</tr>
<tr>
<td>Item Description</td>
<td>Unit Price</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
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</tr>
<tr>
<td>Radon</td>
<td>$25.00/Each</td>
</tr>
<tr>
<td>Asbestos - PLM Bulk Sample (72-hour TAT)</td>
<td>$10.00/Each</td>
</tr>
<tr>
<td>Asbestos - PCM Air Sample (On-Site)</td>
<td>$7.00/Each</td>
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<tr>
<td>Asbestos - TEM Air Sample (24-hr TAT)</td>
<td>$51.00/Each</td>
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<tr>
<td>VOCs</td>
<td>$175.00/Each</td>
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<tr>
<td>TPH-DRO</td>
<td>$73.00/Each</td>
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<tr>
<td>TPH-GRO</td>
<td>$62.00/Each</td>
</tr>
<tr>
<td>RCRA Metals</td>
<td>$148.00/Each</td>
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<tr>
<td>PCBs</td>
<td>$70.00/Each</td>
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<tr>
<td>SVOCs Volatiles (SVOCs)</td>
<td>$405.00/Each</td>
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<tr>
<td>Priority Pollutant Metals</td>
<td>$225.00/Each</td>
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<tr>
<td>TCLP Metals</td>
<td>$200.00/Each</td>
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<tr>
<td>Hollow-Stem-Auger Drilling</td>
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<tr>
<td>Mob/DemoB Track Rig</td>
<td>$630.00/Event</td>
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<tr>
<td>Mob/DemoB HAS-ATV Rig</td>
<td>$840.00/Event</td>
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<tr>
<td>HSA Drilling 0 to 40 FT (4-inch)</td>
<td>$17.00/FT</td>
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<tr>
<td>HSA Drilling 40 to 80 FT (4-inch)</td>
<td>$21.00/FT</td>
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<td>HSA Drilling 0 to 40 FT (2-inch)</td>
<td>$14.00/FT</td>
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<td>HSA Drilling 40 to 80 FT (2-inch)</td>
<td>18.00/FT</td>
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<tr>
<td>Hard Drilling Surcharge (&gt;60 BPF)</td>
<td>$5.50/FT</td>
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<tr>
<td>Additional Split Spoon Samples</td>
<td>$15.00/FT</td>
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<tr>
<td>Install 2&quot; PVC Wells</td>
<td>$20.00/FT</td>
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<tr>
<td>Decontamination</td>
<td>$250.00/HR</td>
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<tr>
<td>Protective Steel Covers (Flush Mount)</td>
<td>$215.00/Each</td>
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<tr>
<td>Site Restoration/Standby Time</td>
<td>$250.00/Day</td>
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<tr>
<td>55-Gallon Drums</td>
<td>$80.00/Each</td>
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<tr>
<td>Patching of Borings</td>
<td>$30.00/Boring</td>
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<tr>
<td>Standard Direct Push Technology/Geoprobe (MicroCore Soil and Grab-Groundwater Sampling)</td>
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<tr>
<td>Geoprobe Truck Rig</td>
<td>$1,800.00/Day</td>
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<td>Service Description</td>
<td>Rate</td>
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<td>--------------------------</td>
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<tr>
<td>Geoprobe Track Rig</td>
<td>$2,200.00/Day</td>
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<tr>
<td>Temporary</td>
<td>$4.00/FT (1&quot; PVC Screen and Riser)</td>
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</tbody>
</table>
Client#: 214

ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Andersen Insurance Group
5870 Trinity Parkway
Suite 130
Centreville, VA 20120

CONTACT NAME: Meg S. Lee, CIC
PHONE: 703-988-0960
FAX: Ext 102
E-MAIL: meg@theandersongrp.com

INSURED
ECS Mid-Atlantic, LLC
14026 Thunderbolt Place
Suite 100
Chantilly, VA 20151

INSURER A: Federal Insurance Company
NAIC #: 20281

INSURER B: Cincinnati Insurance Company
NAIC #: 10677

INSURER C: Hartford of the Midwest
NAIC #: 37478

INSURER D: Chubb Custom Insurance Co.
NAIC #: 38989

COVERAGES

COVERAGE NUMBER: A

A GENERAL LIABILITY
X COMMERCIAL GENERAL LIABILITY

X Contractual Liab

X X C U

GENL AGGREGATE LIMIT APPLIES PER:

POLICY

X PROJECT

LOC

INSCRIBED POLICY

POLICY NUMBER: 35786344

POLICY EFFECTIVE DATE: 12/01/2011

POLICY TERMINATION DATE: 12/01/2012

EACH OCCURRENCE LIMIT: $1,000,000

LIMITS

DAMAGE TO RENTED PREMISES (Ex occurrences): $1,000,000

MED EXP (Any one person): $10,000

PERSONAL & ADV INJURY: $1,000,000

GENERAL AGGREGATE: $2,000,000

PRODUCTS - COMPLIANT AGG: $2,000,000

B AUTOMOBILE LIABILITY

X ANY AUTO

X ALL OWNED AUTOS

X SCHEDULED AUTOS

X HIRED AUTOS

X NON-OWNED AUTOS

INSCRIBED POLICY

POLICY NUMBER: 73564886

POLICY EFFECTIVE DATE: 12/01/2011

POLICY TERMINATION DATE: 12/01/2012

COMBINED SINGLE LIMIT (Ea accident): $1,000,000

BODILY INJURY (Per person): $

BODILY INJURY (Per accident): $

PROPERTY DAMAGE (Per accident): $

C WORKERS COMPENSATION

AND EMPLOYERS’ LIABILITY

INSCRIBED POLICY

POLICY NUMBER: 42WNMS9634

POLICY EFFECTIVE DATE: 12/01/2011

POLICY TERMINATION DATE: 12/01/2012

WC STATUTORY LIMITS: $1,000,000

E.L. EACH ACCIDENT: $1,000,000

E.L. DISEASE - EA EMPLOYEE: $1,000,000

E.L. DISEASE - POLICY LIMIT: $1,000,000

D Contractors

Pollution Liab

INSCRIBED POLICY

POLICY NUMBER: 37313671

POLICY EFFECTIVE DATE: 09/26/2011

POLICY TERMINATION DATE: 09/26/2012

$3,000,000 Inc/Aggr

$50,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Arlington County Contract No. 37-10-2

The following parties are included as an Additional Insured on all policies except Worker's Compensation:

(Certificate Holder)

Arlington County, Virginia
Office of the Purchasing Agent
2100 Clarendon Boulevard
Suite 500
Arlington, VA 22201

AUTHORIZED REPRESENTATIVE

Frank J. Andersen

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

1988-2009 ACORD CORPORATION. All rights reserved.
Arlington County, and its officers, elected and appointed officials, employees and agents
General Liability Blanket Additional Insured endorsement 80-02-2367 (Rev. 8-04)
30 days prior written notice of cancellation (10 days notice for non-payment of premium)
**Certificate of Liability Insurance**

**Client:** #42139

**Producer:**
CBIZ Insurance Services, Inc.
9755 Patuxent Woods Drive
Suite 200
Columbia, MD 21046

**Insured:**
ECS MidAtlantic, LLC
C/O ECS - Corporate Services, LLC
14026 Thunderbolt Pl Suite 100
Chantilly, VA 20151-3232

**Contact Information:**
Adri Eathorne
Phone: 443-259-3280
Fax: (443) 259-3450
E-mail: eaathorne@cbiz.com

**Insurers Affording Coverage:**
- Insurer A: Continental Casualty Company
  - NAIC #: 20443

**Coverages:**

<table>
<thead>
<tr>
<th>INSURER LIMIT</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL./SUB INSURER LIMIT</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>CLAIMS-MADE OCCUR</td>
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<td>GENERAL AGGREGATE LIMIT APPLIES PER:</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS</td>
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<td>UMBRELLA LiAB OCCUR</td>
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<td>EXCESS LiAB CLAIMS-MADE</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>DED RETENTION</th>
</tr>
</thead>
</table>

- WORKERS COMPENSATION AND EMPLOYEES' LIABILITY
- ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER MEMBER EXCLUDED

<table>
<thead>
<tr>
<th>A Prof Liab-Cln Ml</th>
<th>Y AEH254030538</th>
<th>12/10/2011</th>
<th>12/10/2012</th>
</tr>
</thead>
</table>

- $1,000,000 Per Claim
- $2,000,000 Aggregate
- $250,000 Deductible

**Certificate Holder:**
Arlington County, Virginia
Office Of The Purchasing Agent
2100 Clarendon Boulevard
Suite 500
Arlington, VA 22201

**Cancellation:**

**Description of Operations / Locations / Vehicles:**

**ECS Job Number:** Arlington County Contract No. 37-10-2

**ECS Job Description:** Various

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**ACORD 25 (2010/05) 1 of 1**

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