



November 1, 2021

Mr. Hal Metzler, Jr.
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

RE: Proposed Task Order 01H Third-Party Inspectors
for City of Hyattsville Public Safety Building, 3505 Hamilton Street
DPW07132015 / JMT #16-1916-01H

Dear Mr. Metzler,

JOHNSON, MIRMIRAN & THOMPSON is pleased to provide JMT's Task Order 01H proposal to the City of Hyattsville for Third-Party Inspector services for the construction of the New Public Safety Building located on 3505 Hamilton Street. Third Party Inspectors services will be by our sub-consultant, ECS. The purpose of the third-party inspector services is to provide construction material observation and to cover the Special Inspection and Third-Party Inspection services required by Prince George's County.

See attached ECS's scope of work.

Total Amount Not to Exceed

\$97,289.50

Assumptions:

- a. JMT CM will coordinate the schedule with the third-party inspectors.
- b. See attached ECS's assumptions on page 17.

Thank you for using JOHNSON, MIRMIRAN & THOMPSON to provide these services.

Very truly yours,

JOHNSON, MIRMIRAN & THOMPSON, INC

Jonathan J. Ryan, PE, CCM, PMP
Senior Vice President

cc: Soli Guille, JMT

Johnson, Mirmiran & Thompson				
COST SUMMARY FORMAT				
PART I - GENERAL				
CLIENT: City of Hyattsville - Professional Consulting & Design Services	Hyattsville Public Safety Building Third-Party Inspector		DPW07132015	Task Order 01H
CONSULTANT: Johnson, Mirmiran & Thompson	JMT -16-1916-01H		PROPOSAL DATE 1-Nov-21	
ADDRESS: 601 New Jersey Ave, Suite 210 Washington, DC 20001				
COST SUMMARY				
1. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
			\$ -	
Total Hours	0			
<i>DIRECT LABOR SUBTOTAL:</i>			\$ -	
2. INDIRECT COSTS (Specify)	RATE	X DIRECT LABOR TOTAL =	ESTIMATED	
OVERHEAD AND PAYROLL BURDEN	0%		\$ -	
<i>INDIRECT COSTS SUBTOTAL</i>			\$ -	
3. TOTAL OF DIRECT LABOR & INDIRECT COSTS (Combined Sum of Items 1 & 2)				\$ -
4. PROFIT - (Fixed Hourly Rate)				\$ -
5. TOTAL PROFESSIONAL FEE (Combined Sum of Items 3 & 4)				\$ -
6. OTHER DIRECT COSTS (refer to attached itemization)				
7. EXPENSES	QTY.	COST	ESTIMATED COST	
a. Transportation (personal car)	0	\$ 0.58	\$ -	
c. Photocopies (internal)	NA	included in contract	\$ -	
d. Photocopies (Outside Copying)	0	sheets X \$0.10/sheet	\$ -	
e. Drawing Prints	0	sheets X \$1/sheet	\$ -	
f. Mylar Prints		sheets X \$25/sheet	\$ -	
			\$ -	
<i>EXPENSES SUBTOTAL</i>			\$ -	
8. EQUIPMENT, MATERIALS, SUPPLIES (See attached itemization)	QTY.	COST	ESTIMATED COST	
			\$ -	
			\$ -	
<i>EQUIPMENT SUBTOTAL:</i>			\$ -	
9. SUBCONSULTANT(S)			ESTIMATED COST	
a. ECS	1	\$ 88,445.00	\$ 88,445.00	
b.	0	\$ -	\$ -	
c.	0	\$ -	\$ -	
<i>SUBCONSULTANT(S) - SUBTOTAL:</i>			\$ 88,445.00	
10. SUBCONSULTANT MARKUP			ESTIMATED COST	
a. ECS	88,445	0.10	\$ 8,844.50	
b.			\$ -	
c.			\$ -	
<i>SUBCONSULTANT(S) - SUBTOTAL:</i>			\$ -	
<i>OTHER SUBTOTAL</i>			\$ 8,844.50	
OTHER DIRECT COSTS TOTAL: (Combined Sum of Items 7, 8, 9, 10)				\$ 97,289.50
TOTAL PRICE (Combined Sum of Items 5 & 10)				\$ 97,289.50



ECS Mid-Atlantic, LLC

Proposal for Construction Materials Testing Services and Third Party Inspection Services

City of Hyattsville-Public Safety Headquarters
Prince George's County, Maryland

Johnson, Mirmiran & Thompson
13921 Park Center Road, Suite 280
Herndon, VA 20171
ECS Proposal Number 02:20415-CP

October 15, 2021





October 15, 2021

Soli Guille
Johnson, Mirmiran & Thompson
13921 Park Center Road
Herndon, VA 20171

Proposal No. 02:20415-CP

Reference: Revised Estimated Cost Proposal for Construction Materials Observation and Third Party Inspection Services
City of Hyattsville-Public Safety Headquarters

Dear Mr. Guille:

As requested, ECS Mid-Atlantic, LLC is pleased to present the following estimated cost proposal for providing construction materials observation and Third Party Inspection services during the construction of the City of Hyattsville-Public Safety Headquarters in Hyattsville, Maryland. The services offered via this proposal are intended to cover the Special Inspection and Third Party Inspection services required by Prince George's County.

Our Maryland staff has extensive experience providing geotechnical and superstructure testing services for residential, commercial and institutional projects constructed in the Baltimore-Washington metropolitan area. ECS is uniquely qualified to offer our services on this project, having served as the Geotechnical Engineer of record for this project. We also are quite familiar with the subsurface conditions and soil types in this vicinity of Prince George's County, having performed geotechnical and construction services for other nearby sites. ECS personnel are also familiar with the jurisdictional testing requirements of Prince George's County's Third Party Inspection Program, where the project is located.

We propose to provide a team of qualified construction testing technicians and certified special inspectors to perform the requested construction materials testing and special inspections as required by project specifications and drawings as well as the local jurisdictional requirements. In developing our cost estimate, we propose to provide a qualified consulting team, while balancing the importance of quality assurance and economy to the Client. It should be noted that ECS also promotes safety culture and making safety an integral part of our operational model, which has resulted in our **2021 EMR rating of 0.65.**

The Third Party Inspection services for this project will be performed as directed by Prince George's County Department of Permitting, Inspections and Enforcement (DPIE), Third Party Inspection Program (TPIP), 2020 Edition. The anticipated scope of services for this project is outlined in Appendix I of this proposal. In addition to these standard services, we have the in-house capability to provide supplementary services should the situation call for such efforts. Examples include the acquisition and testing of concrete core samples, determination of slab levelness (F Values), location of reinforcing steel

in hardened concrete, performing structural load tests, vibration monitoring, preconstruction condition surveys, and monitoring of earth retention system performance.

PROJECT OVERVIEW

Based on a review of the project documents, we understand that the scope of construction consists of the renovation of an existing 3-story building totaling 25,829 square feet and 2 new additions totaling 6,940 square feet. The building occupancy type is group B and S-1, and the construction type is classified as Type VB and has a gross floor area of 32,769 square feet.

Our proposed scope of services, therefore, includes providing Building, Mechanical, Electrical, and Fire Protection Inspection Services to evaluate general compliance, of the aforementioned construction, with the approved plans and applicable codes.

APPLICABLE CODES

We understand that the project will be conducted under the State of Maryland and Prince George's County amended editions or the following model codes and the AHJ is PG County:

International Building Code and Subtitle 4 Prince George's County Building Code	2018
International Existing Building Code	2018
International Energy Conservation Code	2018
International Green Construction Code	2018
International Mechanical Code	2018
NFPA 70 National Electrical Code and Subtitle 9	
Prince George's County Electrical Code	2017
International Fire Code	2018
International Fuel Gas Code	2018
Accessibility	
1. Prince GEORGE'S County Subtitle 4, Sec 4-180 Chapter 11- Accessibility	
2. COMAR 9.12.53 Maryland Accessibility Code	
3. 2010 ADA Standards	

ECS recognizes the 2018 code editions are generally recent adoptions by the jurisdiction and therefore project may be designed under the previous code adoption (2015). If the permit and construction documents were approved by the authority having jurisdiction under the previous code, ECS will apply the requirements of the previous code adoption as noted.

THIRD PARTY BUILDING, MECHANICAL, PLUMBING, & ELECTRICAL INSPECTION PROCESS

Inspection scheduling is typically conducted by the general contractor's project manager or site superintendent submitting a request to <http://schedule.ecslimited.com>. We recommend scheduling requests be submitted 48-72 hours prior to the date requested so ECS can accommodate the request. Upon receiving the inspection request, the scheduling admin will schedule an inspection time and assign an appropriate ECS field inspector based on the trades requested. Upon completion of the inspection, the field inspector will submit an electronic field report to the ECS project manager for review.

Reports are then automatically emailed to the distribution list established during the pre-construction meeting including the architect and mechanical, plumbing, and electrical design engineers. The reporting

process takes 24 to 48 hours from completion of the inspection to report distribution. Final certification reports, pertaining to use and occupancy, are prepared at the end of the project. Please allow 48-72 hours from the time of the final inspection to submittal of the final inspection report to allow for the Professionals-in-Charge to review the field reports and ensure non-compliances are closed out.

ESTIMATED COST

This estimated cost proposal has been prepared for your budgeting purposes and is the product of careful consideration of all information available to us during preparation of this proposal. We had the opportunity to review the project drawings. No construction schedule was made available to ECS at the time this proposal was prepared. As such, we have made assumptions regarding our involvement with this project, based on our experience with similar projects in the past. Please note that actual costs associated with this project will be invoiced at the rates listed in Appendix II of this proposal. We recommend ECS be provided the opportunity to review a detailed construction schedule once it becomes available, such that an estimated total cost may be provided.

Any and all deviations from the assumed quantities and timeframes detailed in the attached estimate are not included and will be considered as an addition to our proposed scope of service. Site visits for the specific task of retesting failed tests or for Project Managers and Principal Engineers to attend meetings have not been included in the estimated cost. Actual costs may be greater or less than the estimate based upon actual quantities that will be calculated using the enclosed schedule of unit rates. The estimated cost for this project is outlined in Appendix III.

THIRD PARTY INSPECTION PROGRAM (TPIP)

This estimated cost proposal has been prepared using the information provided to us and projects of similar size and complexity. We had the opportunity to review the project plans dated November 21, 2019 and based on information provided and our experience with previous projects.

Appendix III provides a breakdown of the proposed inspection quantities. Should additional site visits be required beyond the assumed quantities detailed above, it will be considered as an addition to our scope of services. ECS requires a copy of all the building and trade permits on file to be on site at the time of our inspections, in accordance with DPIE requirements. In addition, a preconstruction meeting traditionally occurs between Prince George's County's code compliance department, the general contractor, and the owner/design team in order to establish points of contact, discuss the inspection process, and develop reporting distribution lists.

The time spent by a Project Manager (PM) responsible for assisting the inspectors; and a Professional-in-Charge (PIC) responsible for reviewing and vouching for the building inspection (BI), mechanical inspection (MI), plumbing inspection (PI), and electrical inspection (EI) reports is included with this estimate. Please note that ECS strongly recommends the scheduling of a pre-construction meeting with the Client, General Contractor, and Subcontractors and attended by the Project Manager and (BI/MI/PI/EI/) Professional-in-Charge to familiarize ourselves with the schedule and the expectations once our inspectors are on site. We have included the costs associated the attending this meeting in our estimate. Additional management time for site meetings, code research, and/or consultations has not been included in this proposal and will be invoiced at the rate indicated in Appendix II.

ECS has made assumptions regarding our level of involvement in this project which are based on the information provided to us. We have included an estimated fee based on our understanding of the project and the project timeline. We have also provided unit rates for the scope of services included in Appendix II should additional services be necessary that are outside of the scope included herein.

UNIT RATE SCHEDULE

The services provided for this project will be billed in accordance with the unit rate schedule provided as Appendix II of this proposal. It is our belief that the required services have been included in our unit price list and accounted for in our estimated cost. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance.

ECS field services will be rendered as on-site time with no charge for travel time or mileage. A daily transportation fee of \$125.00 will be applied to cover travel related expenses. Limited laboratory time may be charged for the purposes of equipment pick-up and sample drop-off. There will be a 4-hour minimum charge for field related services. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 4:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Scheduling should occur prior to 3:00 p.m. on the day before services are required.

We have assumed on-site parking will be made available to our personnel during their site visits; costs for off-site parking have not been included in our cost estimate and will be invoiced as a reimbursable expense if required. It is our assumption that for all concrete and masonry field testing performed by ECS personnel on site that a curing box will be provided on site by the contractor, as well as a wheelbarrow to ensure accurate sampling of concrete in accordance with ACI. If these items are not provided by the contractor, ECS will procure them as a billable expense to the client accordingly.

Additionally, ECS personnel will bill all project management and site meeting time with relation to coordinating efforts with the Prince George's County TPIP and DPIE programs for all construction related meetings, including the pre-construction meeting required by the county.

BILLING AND CONTRACT CONDITIONS

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units, unless modified by request of the client. Upon request, ECS will provide a separate invoice for services provided outside of the proposed scope of work. Invoices are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring expenses as they relate to job progress. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

If monthly invoices require a pay application to be submitted, or if invoices or reports are required to be submitted through an online company portal/third party service, time incurred complying with such

requests will be invoiced in accordance with our proposed unit rates for any administrative and project management staff and any associated account fees will be invoiced as a reimbursable expense.

ECS ADVANTAGES

In addition to the standard services many local testing agencies provide, ECS has distinguished itself on multiple disciplines to allow us to “Set the Standard of Service” for you, our clients. Most notably:

- **Resources.** ECS is the largest testing and inspection firm in the Washington, DC metropolitan area, which allows us to meet your schedule and project timeline requirements. Our size has allowed us to maintain consistent staffing levels to react to your fast-paced projects.
- **Experience.** In 2018, ECS celebrates its 30th anniversary. We have worked on some of the region’s most notable projects including: the rebuilding of the Pentagon, National Harbor, the National Geospatial Agency Headquarters, and the Prince George’s Regional Medical Center.
- **Technology.** Electronic reporting – described in detail below. All recorded data is stored digitally for ease of reproduction.
- **Efficiency.** Our paperless reporting allows us to save costs which we pass directly to our clients.

ELECTRONIC REPORTING

ECS utilizes a web-based field report processing platform with email distribution system to reduce the time from actual field reporting to the distribution of a report approved by the Project Manager and Principal Engineer. During each day of construction activities, ECS field technicians electronically enter test data into their electronic logbook while in the field. The test data and field report are then transmitted to the branch office via wireless technology. The field report is then entered into our database and released into FRED (Field Report Electronic Distribution).

Once in FRED, the electronic copy of the field report is reviewed first by the Project Manager and then the Principal Engineer. Upon final review, electronic signatures and Professional Engineer’s seal are applied to the report. The report is then emailed to those on the distribution list and an electronic copy is archived on our servers for rapid retrieval. This system makes it possible to provide all project reports on a thumb drive at the end of the project. The archival system also allows for keyword searches of individual reports such that a list of reports for a particular phase of construction can be swiftly generated.

The implementation of FRED has significantly improved efficiency in the review and approval process of reports through the office, while allowing managers to efficiently monitor progress of the project. ECS daily field reports and laboratory reports are generally submitted and on your desk in electronic format within 24 to 36 hours of the performance date. If deficiencies or non-compliances are noted, a running punch list of deficiency items is maintained and the list is included with the reports so that problems may be resolved prior to the performance of additional work. Electronic copies of reports will be forwarded to each party designated by the client, at no extra charge, as part of our service.

Printed copies of reports can be provided via U.S. mail upon request at a rate of \$0.10 per page.

SUMMARY AND ACCEPTANCE

Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service" (Appendix V). These conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

ECS MID-ATLANTIC, LLC



Mohammed A Al Qadhi
Material Testing Project Manager



Michael Straub
Field Services Manager



Matthew J. Dumrauf, CWI
Code Compliance Project Manager



Joseph Meiburger, P.E.
Vice President/Principal Engineer

ATTACHMENTS:

- Appendix I – Scope of Services
- Appendix II – Project Unit Rates
- Appendix III – Estimated Cost
- Appendix IV – Proposal Acceptance
- Appendix V – Terms and Conditions of Service

APPENDIX I
SCOPE OF SERVICES

Third Party Inspections Program (required by Prince George's County);

A. THIRD-PARTY INSPECTOR OF RECORD (TPIP):

(Includes: SIR, FPIR, EIR, MIR, CBIR) *

- Performs inspections at intervals appropriate to the stage of construction or as otherwise agreed by the Owner, design professional or County representative.
- Notifies Architect of Record, Owner, County employed quality Assurance Inspector, and any other pertinent individuals of deviations from approved construction documents.
- Submits a TPIP Certification Form to the County, Owner, and others as designated by the Owner upon acceptance of the Final Report of Inspection. The report will provide a professional opinion stating that, to the best of their knowledge, information, and belief, the work observed was constructed in accordance with the County-Approved Plans and all applicable County, State, and National codes.

* As ECS is the Geotechnical Engineer of Record, we are precluded from serving as Geotechnical Inspector of Record per Prince George's County requirements.

A1. STRUCTURAL INSPECTOR OF RECORD (SIR): CONCRETE, STRUCTURAL STEEL

- Provides inspections of concrete formwork (erection and removal), reinforcing steel, and placement of concrete as indicated below.
- Provides materials testing for concrete properties and submits test results to the Structural Engineer of Record and the County.
- Prepares test cylinders in accordance with ASTM C172. Cylinders for strength tests shall be cast, stored, transported and laboratory-cured in accordance with ASTM C31. Field-cured cylinders shall be cured as closely as possible to the location of placement of the concrete pour they represent, and be exposed as nearly as possible to the same temperature and moisture environment, in accordance with ACI 318 and ASTM C31. Testing of cylinders shall be in accordance with ASTM C39.
- Document welder certifications to confirm that welders have current certifications for welding operations that they perform.
- Perform visual observations of welded and bolted connections, steel deck, and steel joists to document installation and conditions in accordance with the project specifications and the Steel Joist Institute.
- Examine tightness of at least 15% of high strength bolts at random, perform ultrasonic testing on full penetration welds in accordance with project specifications, examine tightness of bolts on "slip critical" connections using calibrated torque wrench or other method agreed upon during pre-construction meeting

A2. FIRE PROTECTION INSPECTOR OF RECORD (FPIR):

- Assures compliance with the County-approved construction documents, Prince George's County Code, Subtitle IV of the County Ordinance, and the Maryland State Fire Code.
- Submits reports of Fire Protection inspections to the Architect of Record, Owner, and Fire Code Official of PRD.
- Submits a certification to the Architect of Record, Owner and County representative stating that the structure is ready for close-in based on the inspections performed and construction observed.
- Routinely monitors construction project for fire safety hazards during construction.
- Assures compliance with type of construction, fire ratings of components (doors, walls, floors, roofs, etc.) height and area, egress, special occupancy provisions of plans.

1. FIRE PROTECTION SYSTEMS INSPECTOR OF RECORD (FPSI):

- Performs inspections and testing of fire protection systems such as fire pumps, fire hydrants, fire standpipes, smoke control systems, emergency power systems, alarm systems, sprinkler systems, and smoke evacuation systems.
- Submits test results and inspection reports to the Fire Code Official for approval.
- Submits a certification to the Architect of Record, Owner and County representative stating the structure is ready for close-in based on the inspections performed and construction observed.

A3. ELECTRICAL INSPECTOR OF RECORD (EIR):

- Specifies and performs inspections necessary during the installation of electrical systems to ensure that the systems are installed in accordance with the County-approved electrical construction documents and electrical permits issued by Prince George's County as listed in Subtitle 9 "Electricity" of the County Code.
- Submits electrical inspection reports on the approved form to LID, Electrical Code Official for Inspections and the Owner
- Checks that individuals installing and erecting or repairing electrical work, including low voltage and communication systems, are in compliance with the license requirements of Subtitle 2, division 14B, Prince George's County code and the Annotated Code of Maryland, Business Occupations and Professions Article, Title 6, code of Maryland Regulations.
- Checks that copies of the building permit and all electrical permits are posted on the project site in accordance with Section 9-112, Subtitle 9, "Electricity", Prince George's County Code
- Refers all code-related issues and interpretations to the Chief Electrical Inspector in accordance with Section 9-111, Subtitle 9, Prince George County Code.
- Observes that the service is installed in accordance with the approved plans and is Code compliant for the electric utility to make a connection.
- Submits a report to the Electrical Code Official for Inspections, which will initiate a request for a LID Quality Control Inspection performed by a County commercial electrical inspector.

- Once the County has approved the installation, the County Inspector will generate a “cut in certificate” to the electrical utility recorded on the County electrical permit.
- Observes that all portable and temporary sources of electrical energy are permitted and are being operated in a safe and Code compliant manner.
- Checks that an electrical permit has been obtained for all electrical work on the premise.
- Provides an electrical system certification to the AR, Owner, and the County Electrical Code Official for Inspection prior to close in that the electrical systems have been inspected and are ready for the structure of part of the structure to be closed-in.
- Provides an electrical system certification to the AR, owner, and the County Electrical Code Official for Inspection that specified electrical inspections have been performed and the structure is ready for the Power Company to make the service hot.

A4. MECHANICAL INSPECTOR OF RECORD (MIR):

- Performs inspections necessary during the installation of mechanical systems to assure that the systems are installed in accordance with the County-approved mechanical construction documents and Prince George’s County Mechanical Code.
- Submits inspection reports, as well as certification indicating that the mechanical systems are ready for the closing-in of the structure, to the county’s PRD.
- Performs a final inspection of the system to assure that all components operate individually and as a system to meet the intent of the Code.

A5. BUILDING INSPECTOR OF RECORD (CBIR):

- Provide a certified code inspector to perform perimeter wall framing, interior wall and ceiling framing, wall and ceiling closing-in, insulation and final inspections.
- Perform visual inspections of wall and ceiling assemblies and finishes.
- Perform visual inspections of ADA related assemblies and finishes.
- Perform final inspections for review by the Inspecting Architect.

A6. FINAL FOR OCCUPANCY (ATTACHMENT 5 & 6 SUBMITTALS)

- Final Building, Final Electrical, Final Mechanical and Final Fire Protection Inspections for Occupancy. This overall Final Occupancy Inspection can be performed in concert with the individually approved trade finals or as a separate inspection depending upon project completion status as determined by the Inspection. The final Attachment 5 and 6 submittal document specific to PG County will be completed as soon as the Professional-in-Charge has confirmed the successful completion of the last final inspections. The wet sealed documents will be overnighted to the contractor, this process should be estimated to take 2 days.

B. Structural Steel and Light Gauge Framing (SIR):

1. Document welder certifications to confirm that all welders have current certifications for welding operations that they perform.
2. Perform the following functions related to structural steel erection in the field:
 - a. Visual observation of all welded and bolted connections.

- b. Examine tightness of at least 25% of high strength bolts at random.
- c. Perform additional testing in accordance with specifications if maximum allowable rejection rates are exceeded.
3. Visual examination of steel deck installation to document installation, i.e. bearing, side and end lap, etc.
4. Visually observe and perform production bend testing on shear studs in accordance with project specifications.
5. Visual examination of steel joists to document conditions and installation in accordance with the project specifications and the Steel Joist Institute.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of non-compliances.

C. Cast-in-Place Concrete:

1. Test and report concrete for compliance with the provisions of ACI 318, 301, 214, 304, 305 and 306, local building codes, generally accepted construction practices, and specific project requirements.
2. Observe placement of reinforcing steel and document proper size, grade, spacing cover, cleanliness, length, location and type of splices, and report compliance with project plans and specifications.
3. Observe placement of concrete and document procedures with regard to forming, vibration, and curing.
4. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
 - a. Confirm mix design
 - b. Slump
 - c. Air Content
 - d. Temperature
 - e. Batch-to-placement time
 - f. Cast test cylinders (a set of six 4 by 8 cylinders)
Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event non-compliances are encountered. Compliance with extreme weather procedures will also be documented.
5. Cure and test concrete cylinders in the laboratory as directed by the project specifications and in accordance with ASTM C-31 and C-39. Four (4) by eight (8) cylinder size is proposed.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of non-compliances.

D. Earthwork:

1. Perform appropriate laboratory testing on materials proposed for use as fill, backfill, and paving subgrade in accordance with project specifications. Testing may include:
 - a. Grain Size Distribution, ASTM D-422
 - b. Liquid and Plastic (Atterberg) Limits, D-4318
 - c. Proctor Moisture Density Relationships ASTM D-698 or D-1557
2. Periodically observe excavation operations to document removal of unsuitable materials including debris, frozen soil or problem clays.

3. Observe conditions of bottom of excavations including proofrolling and other testing of subgrades; note seepage of water, and suggest and observe corrective measures at problem areas.
4. Observe placement of fill and backfill (including backfill in utility trenches) to test compliance with project requirements. Perform in-place density tests as required by project specifications, and test each lift for compaction.
5. Where deficiencies are noted during fill or backfill placement, suggest and observe remedial actions, including reworking and recompacting of materials.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

* Services requiring Special Inspection as outlined by IBC (International Building Code) Chapter 17.

APPENDIX II
PROJECT UNIT RATES FOR CONSTRUCTION MATERIALS TESTING SERVICES

FIELD SERVICES**UNIT RATE**

1. Certified Engineering Technician	\$ 50.00/hour
2. MARTCP Certified Technician	\$ 65.00/hour
3. Certified Structural Steel Technician	\$ 95.00/hour
4. Required Prince George's County Preconstruction	\$ 750.00/meeting
5. Nuclear Gauge Rental	\$ 45.00/day
6. Samples and Concrete Cylinder Pickup	\$ 125.00/trip
7. Daily Trip Fee	\$ 125.00/trip

ENGINEERING/ADMINISTRATIVE SERVICES

1. Secretary	\$ 60.00/hour
2. Project Manager	\$ 125.00/hour
3. Professional-in-Charge (site meetings/consultations/code research)	\$ 175.00/hour
4. Prince George's County Attachment 1 forms	\$ 250.00/each
5. Prince George's County Attachment 5 and 6 forms	\$ 750.00/each

LABORATORY AND RELATED SERVICES

1. Compressive strength testing, curing & disposal of concrete cylinders	\$ 15.00/each
2. Compressive strength testing of 3 ½ x3 ½ x7 inch grout prisms	\$ 18.00/each
3. Compressive strength testing of 3x6 mortar cylinders	\$ 18.00/each
4. Moisture Density Relationships ASTM D-698 or D-1557	\$ 350.00/each

ECS field services will be rendered as on-site time with no charge for travel time or mileage. A daily transportation fee of \$125.00 will be applied to cover travel related expenses. There will be a 4-hour minimum charge for field related services. Our unit rates are based on a normal 8-hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 4:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Scheduling should occur prior to 3:00 p.m. on the day before services are required.

Time incurred by our engineering professionals for meetings, conference calls, site visits, or other correspondence independent of routine daily review of field reports will be charged in accordance with the unit rates provided herein. Should supplemental services be deemed necessary at a later date, they would be invoiced in accordance with unit rates agreed upon in advance.

If monthly invoices require a pay application to be submitted, or if invoices or reports are required to be submitted through an online company portal/third party service, time incurred complying with such requests will be invoiced in accordance with our proposed unit rates for any administrative and project management staff and any associated account fees will be invoiced as a reimbursable expense.

PROJECT UNIT RATES FOR CODE COMPLIANCE INSPECTIONS

CODE COMPLIANCE INSPECTION SERVICES

UNIT RATE

1. Rough In/Close In/Fire Alarm/Final Inspection(up to 2 hours onsite time)	\$	550.00/visit
2. Additional On-site Time (in excess of 2 hours onsite time)	\$	125.00/hour
3. Required Prince George's County Preconstruction	\$	750.00/meeting

PROFESSIONAL AND MANAGEMENT SUPPORT

1. Project Manager (site meetings/consultations/code research)	\$	125.00/hour
2. Professional-in-Charge (site meetings/consultations/code research)	\$	175.00/hour
3. Attachment 5 & 6 Submittal for Final/Partial Occupancy	\$	750.00/submittal

Our unit rates for site combination code compliance inspection visit are based on a normal work day, Monday through Friday, between normal business hours of 6:00 a.m. to 2:00 p.m. Additional onsite time will be charged at the rate provided above. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal rate indicated. Inspection cancellations must be made at least 4 hours prior to the scheduled inspection time. Inspections canceled within 4 hours of the scheduled arrival will be charged the site visit inspection rate.

APPENDIX III
ESTIMATED COST

This estimated cost proposal is the product of the careful consideration of the information available to us including the bid set drawings prepared by Johnson, Mirmiran & Thompson, Inc.

FIELD SERVICES							
			HOURS/TRIP	# OF TRIPS	QUANTITY	RATE	TOTAL
Engineering Technician for Earthwork/Site Work			8	30	240	\$50.00	\$12,000.00
MARCTP Certified Engineering Technician			8	10	80	\$65.00	\$5,200.00
Engineering Technician for Footings/Slabs			8	30	240	\$45.00	\$10,800.00
Engineering Technician for Masonry			4	10	40	\$45.00	\$1,800.00
Engineering Technician for Site Concrete			4	15	60	\$45.00	\$2,700.00
Structural Steel Technician			4	20	80	\$95.00	\$7,600.00
Transportation Charge				115	115	\$25.00	\$2,875.00
SUBTOTAL:							\$42,975.00
PROJECT MANAGEMENT, ENGINEERING & REPORT DISTRIBUTION							
				TOTAL HOURS	RATE	TOTAL	
Administrative Assistant				40	\$60.00	\$2,400.00	
Project Manager				70	\$125.00	\$8,750.00	
Principal Engineer				35	\$175.00	\$6,125.00	
Final Cert Letter				1	\$750.00	\$750.00	
SUBTOTAL:							\$18,025.00
LABORATORY TESTING AND EQUIPMENT RENTAL							
			Cylinders/Set	# of Sets	Quantity	RATE	TOTAL
Nuclear Density Gauge Rental					30	\$45.00	\$1,350.00
Proctor Tests					4	\$350.00	\$1,400.00
Compressive Strength of Masonry Mortar			6	2	12	\$18.00	\$216.00
Compressive Strength of Masonry Grout			4	4	16	\$18.00	\$288.00
SUBTOTAL:							\$3,254.00
TOTAL:							\$64,254.00

FIELD SERVICES - Code Compliance				
	Unit	QUANTITY	RATE	TOTAL
Building Code Compliance Inspector	Visits	10	\$500.00	\$5,000.00
Mechanical Code Compliance Inspector	Visits	8	\$500.00	\$4,000.00
Electrical Code Compliance Inspector	Visits	12	\$500.00	\$6,000.00
Fire Protection Code Compliance Inspector	Visits	12	\$500.00	\$6,000.00
SUBTOTAL:				\$21,000.00

Preconstruction Meeting (Required by Prince George's County)				
	Unit	QUANTITY	RATE	TOTAL
Commercial Building/Mechanical Inspector of Record, Electrical Inspector of Record/Fire Protection Inspector of Record and Project Manager	Meeting	1	\$750.00	\$750.00
SUBTOTAL:				\$750.00

PROJECT MANAGEMENT, ENGINEERING & REPORT DISTRIBUTION				
		QUANTITY	RATE	TOTAL
Attachment 1 Package		1	\$250.00	\$250.00
Attachment 5 & 6 Submittal for Final/Partial Occupancy per submittal		1	\$750.00	\$750.00
SUBTOTAL:				\$1,000.00
TOTAL ESTIMATED COST:				\$22,750.00

Structural Inspections (SIR):	\$65,704.00
Code Inspections (CBIR, MIR, EIR, FPIR):	<u>\$ 22,750.00</u>
TOTAL:	\$88,445.00

Budget Assumptions:

1. The estimated cost has been prepared for your budgeting purposes based upon our review of the project plans prepared by Johnson, Mirmiran & Thompson, Inc.
2. The quantities detailed above are based on our past experience with projects of similar size and scope. Please note that our costs are heavily dependent on the contractor's duration and intensity of work. It is possible that the contractor may require us to be on site shorter or longer than our assumed durations. As such, our actual costs may be lower or higher than those provided herein.
3. We have also assumed that our personnel will be able to complete their tasks between the normal business hours of 7 am to 4 pm, and will not exceed 8-hours onsite per day, with no work occurring on Saturday, Sunday or on holidays. As such, any overtime (time in excess of 8 hours per day) will be considered an addition to this cost estimate. In addition, site visits to re-observe previously failed installations are not included and will be considered an addition to this cost estimate.
4. The estimated cost **does not include** overtime, work outside of our normal business hours, on Saturdays, Sundays, or holidays.

PROPOSAL ACCEPTANCE

APPENDIX IV ECS MID-ATLANTIC, LLC

Proposal No.: 02:20415-CP
Scope of Work: Construction Materials Observation and Testing Services
Location: **City of Hyattsville-Public Safety Headquarters**

Client Signature: _____ Date: _____

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____

Name of Contact Person: _____

Telephone No. of Contact Person: _____

Party Responsible for Payment: _____

Company Name: _____

Person/Title _____

Department: _____

Email Invoice: Yes No
(if no option is selected, the invoice will be emailed)

Email address: _____

Billing Address: _____

Do Invoices need to be submitted through an online portal or service? _____

Telephone Number: _____

Fax Number: _____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

Submittal and Approval: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

<input type="checkbox"/> Phase I, II and III Environmental Site Assessments	<input type="checkbox"/> Third Party Mechanical, Electrical, Plumbing Inspections Services	<input type="checkbox"/> Building Envelope, Roofing, and Waterproofing Inspection and Consultation
<input type="checkbox"/> Archaeological Assessments	<input type="checkbox"/> Geotechnical Engineering Services	<input type="checkbox"/> Pre- and Post-Construction Condition Assessments
<input type="checkbox"/> Wetlands Delineations	<input type="checkbox"/> Construction Materials Testing	<input type="checkbox"/> Specialty Materials and Forensics Testing
<input type="checkbox"/> Asbestos/Lead Paint Services	<input type="checkbox"/> Septic/Drainfield Design Services	<input type="checkbox"/> Stormwater Pollution Prevention Plan (SWMPPP) Services
<input type="checkbox"/> Indoor Air Quality Mold Services	<input type="checkbox"/> LEED® Consulting Services	
<input type="checkbox"/> Concrete Slab Moisture Assessments	<input type="checkbox"/> Tree and Endangered Species Surveys	

Please indicate any of the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.



APPENDIX VIII ECS MID-ATLANTIC, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS MID-ATLANTIC, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from

time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of

any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff,

- consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of
- each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.