

CONTRACT FOR SERVICES

This Contract is by and between Virginia Organizing at 703 Concord Avenue, Charlottesville, Virginia 22903, in conjunction with Friends of Buckingham, hereinafter referred to as CLIENT and REI Consultants, Inc. (REIC, a division of Pace Analytical Services, LLC) at 225 Industrial Park Road, Beaver, WV, hereafter referred to as the CONTRACTOR.

The CONTRACTOR agrees to perform the following services for CLIENT in accordance with the following provisions:

I. GENERAL REQUIREMENTS/QUALITY CONTROL/QUALITY ASSURANCE

CONTRACTOR guarantees that its laboratory and any laboratory it uses for the conduct of analyses for CLIENT is certified by the Virginia Environmental Laboratory Accreditation Program (VELAP) as of the date of this contract, and that all CONTRACTOR tests and test results meet all VELAP and/or National Environmental Laboratory Accreditation Program (NELAP) requirements. CONTRACTOR agrees to conduct residential water sampling and testing for CLIENT in a legally defensible manner, using documented laboratory Standard Operating Procedures that incorporate appropriate quality control procedures. CONTRACTOR agrees that it is responsible for quality assurance for the sample collection and testing work conducted on behalf of CLIENT. CONTRACTOR shall ensure that all personnel involved in collecting, handling, transporting, or analyzing samples are appropriately trained and supervised; that sample preservation and hold times are verified and recorded on associated laboratory logs; and that all equipment, preservatives, reagents and other substances and items used in sample collection and analysis are acceptable and perform as needed. Any deviations shall be identified to the CLIENT by CONTRACTOR in the report provided to CLIENT.

II. SAMPLE CUSTODY

CONTRACTOR shall be responsible for maintaining strict professional custody of the sample in a legally defensible manner for the life of the sample, from collection through analysis and until disposal, and accurately documenting this custody via the CHAIN OF CUSTODY RECORD. CONTRACTOR shall use its CHAIN OF CUSTODY RECORD [form v14-0318](#). CONTRACTOR shall make a copy of the CHAIN OF CUSTODY RECORD available to the CLIENT following completion of analysis.

III. SAMPLE COLLECTION

CONTRACTOR agrees to perform sample collection for CLIENT at a cost of \$75.00 for each sample, following standard water sampling protocol and appropriate for the analyses that will be conducted. CONTRACTOR agrees to collect the residential sample from an outside spigot, at all of the residences as listed in Attachment A. CLIENT need not be present for sample collection. CONTRACTOR agrees to provide and use appropriate, properly preserved sample containers specific to each test, and immediately place each sample in a cooler with ice. CONTRACTOR shall use the following protocol:

1. Identify a cold water tap (i.e., outside spigot) and remove all faucet attachments such as a hose, swiveled faucet, screen, splash guard, aerator, filter or purification device. Check the faucet to be sure it is clean and without contamination from excessive dust, rain, snow, etc. If the faucet is corroded or otherwise in a state of disrepair, do not use; select another sampling location.

2. Flush the faucet for at least five (5) minutes, then adjust the flow to a slow, even stream so that the water is not aerated during collection and does not splash against the wall of the house or other surfaces.
3. Carefully remove the cap from the sample container. Do not touch the inside of the cap or rim at the top of the bottle, nor allow it to contact the faucet.
4. Fill the container completely, including as little air as possible.
5. Apply the cap to the container tightly. Invert the container to check for leaks.
6. Immediately fill out the sample tag and chain of custody form with the sample collection information, including site location, name of sampler, date and time of collection, method of collection, type of analysis to be completed, and preservative in use, and place sample in a cooler and cover with ice.
7. Deliver promptly to the laboratory to ensure that holding times are met.

For surface water samples, an appropriate sampling protocol shall be used that includes steps 3 through 7 above and ensures that the sample collected is representative of the water body (e.g., sampling method should avoid stirring up bottom deposits).

IV. SAMPLE ANALYSIS

CONTRACTOR shall conduct testing on the residential water and surface water samples collected for the following parameters requested by the client:

- Those identified in attached Appendix 1 for \$250.
- Total Petroleum Hydrocarbons – Gasoline Range Organics (TPH-GRO) (Method 8015D) for \$45.42.
- Total Petroleum Hydrocarbons – Diesel Range Organics/Oil Range Organics) (Method 8015D) for \$65.85.
- Dissolved methane/ethane for \$156.
- Sampling costs per household (1 sample per household) \$75.
- Total per testing site: \$592.27.

For an additional \$50, and if requested by the CLIENT, CONTRACTOR shall conduct a library search to tentatively identify and quantify any additional volatile chemicals not listed in Appendix I that come through the method (method 8260). CLIENT may make this request at any time during the data retention period.

V. REPORTS

CONTRACTOR shall provide a LEVEL 1 REPORT of Results including CHAIN OF CUSTODY RECORD to CLIENT WITHIN TWO (2) WEEKS after completion of the analysis of the sample taken for the CLIENT, to all of the property owners identified in Attachment A.

The Level 1 Report must follow the format/contain the type of content provided in the [example Level 1 Report](#). Such content includes but is not limited to the case narrative, certifications, sample receipt checklist, the parameters tested, when and by whom tests were conducted, what method was used, and for each parameter lists the amount found, the method used, the method detection limit, quantitation limit, and the MCL (maximum contaminant level) where available. CLIENT may request additional information on such parameters/substances, and/or request additional reporting from CONTRACTOR, for an additional charge as outlined in Section V.

CLIENT may request additional reporting from CONTRACTOR on other possible method 8260 volatile chemicals for an additional charge as outlined in Section IV.

CLIENT may request additional reporting beyond the Level 1 report, up to five years from the date of this agreement, as follows:

Level 2: 10% increase to cost of analysis, includes additional case narrative and summary of Quality Control data.

Level 3: 20% increase to cost of analysis, includes Level 2 plus Contract Lab Program Package format / Detailed Quality Control Data

Level 4: 30% increase to cost of analysis, includes Level 3 plus raw data, i.e., bench sheets, sample printouts, chromatograms, etc.

VI. OPTION TO EXTEND DATA RETENTION BEYOND 5 YEARS

CONTRACTOR agrees to extend the data retention period beyond the standard 5 years if requested and paid for by CLIENT before 4 years and 11 months from the date below, at a cost of \$20/year.

- a) CONTRACTOR is an independent contractor; no employer/employee relationship with CLIENT shall arise as a result of this project.

The compensation for this project will be:

Total per testing site: \$592.27 x 30 sites = \$17768.10 Total for the project

CONTRACTOR will be responsible for all taxes for this work. CLIENT will not withhold payroll taxes. No health insurance, unemployment insurance or other benefits will be provided. A signed W-9 form, attached, is part of this agreement.

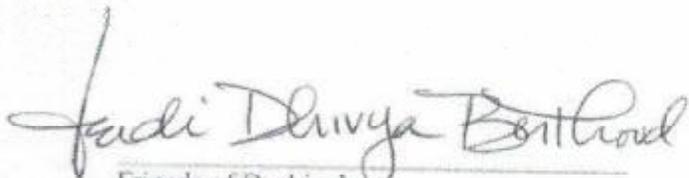
Payment will be made after appropriate invoices with the appropriate information about hours worked and activities performed have been submitted.

In consideration of CONTRACTOR's performance of these services, CLIENT agrees to pay CONTRACTOR by check via the U.S. Postal Service.

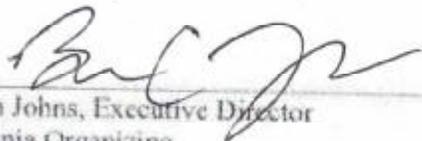
CONTRACTOR will provide all equipment, tools, and supplies necessary to perform the above services.

The parties to this contract are not related by blood or marriage.

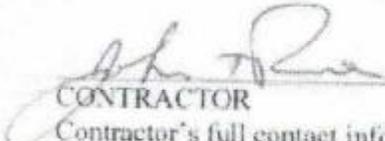
This contract will be in effect from the last-dated signature below, and may be terminated, modified, amended or extended upon agreement of all parties involved.


Friends of Buckingham

5/25/2018
Date


Brian Johns, Executive Director
Virginia Organizing

5/25/18
Date


CONTRACTOR
Contractor's full contact information:

5/25/2018
Date

Contact Name: Justin Prillaman
Address: 3029 C Peters Creek Rd
City, State, Zip: Roanoke VA 24019
Phone: 540-588-3767 Mobile - Voice & Text
Email: jprillaman@reiclabs.us

APPENDIX 1: Analytes/Parameters and Minimum Detectable Levels (rev.1)

Parameter	MDL (mg/l)	Parameter	MDL (mg/l)
Bacteria		Volatile Organic Chemicals	
Total Coliform and E. Coli	(Presence/Absence)	1,1-Dichloroethene	0.001
Inorganics - Metals		1,1-Dichloroethane	0.002
Aluminum	0.1	1,1-Dichloropropene	0.002
Arsenic	0.005	1,2-Dichlorobenzene	0.001
Barium	0.30	1,2-Dichloroethane	0.001
Cadmium	0.002	1,2-Dichloropropane	0.002
Calcium	2.0	1,3-Dichlorobenzene	0.001
Chromium	0.010	1,3-Dichloropropane	0.002
Copper	0.004	1,4-Dichlorobenzene	0.001
Iron	0.020	1,1,1-Trichloroethane	0.001
Lead	0.002	1,1,2-Trichloroethane	0.002
Lithium	0.02	1,2,3-Trichlorobenzene	0.002
Magnesium	0.10	1,2,4-Trichlorobenzene	0.002
Manganese	0.004	1,2,3-Trichloropropane	0.002
Mercury	0.001	1,1,1,2-Tetrachloroethane	0.002
Nickel	0.02	1,1,2,2-Tetrachloroethane	0.002
Potassium	1.0	2-Chlorotoluene	0.001
Selenium	0.020	2,2-Dichloropropane	0.002
Silica	0.1	4-Chlorotoluene	0.001
Silver	0.002	Acetone	0.010
Sodium	0.1	Benzene	0.001
Strontium	0.001	Bromobenzene	0.002
Zinc	0.004	Bromomethane	0.002
Antimony	0.0003	Carbon Tetrachloride	0.001
Beryllium	0.0002	Chlorobenzene	0.001
Inorganic Chemicals and Physical Factors		Chloroethane	0.002
Alkalinity (Total as CaCO ₃)	20	Chloromethane	0.002
Bromide	0.5	Cis-1,2-Dichloroethene	0.002
Chloride	5.0	Cis-1,3-Dichloropropene	0.002
Fluoride	0.5	Dibromochloropropane	0.000008
Hardness	10	Dibromomethane	0.002
Nitrate as N	0.5	Dichlorodifluoromethane	0.002
Nitrite as N	0.5	Dichloromethane	0.002
Orthophosphate	2.0	Ethylbenzene	0.001
pH (Standard Units)	-	Ethylenedibromide (EDB)	0.000004
Sulfate	5.0	Methyl Ethyl Ketone	0.010
Total Dissolved Solids	20	Methyl tert-butyl ether	0.004
Turbidity (Turbidity Units)	0.1	Styrene	0.001
Trihalomethanes		Tetrachloroethene (PCE)	0.002
Bromodichloromethane	0.002	Toluene	0.001
Bromoform	0.004	Trans-1,2-Dichloroethene	0.002
Chloroform	0.002	Trans-1,3-Dichloropropene	0.002
Dibromochloromethane	0.004	Trichloroethene (TCE)	0.001
Total THMs	0.002	Trichlorofluoromethane	0.002
		Vinyl Chloride	0.001
		Xylene	0.001