

MASTER SERVICES AGREEMENT

#: C0004135

This MASTER SERVICES AGREEMENT ("MSA"), effective as of May 30, 2024 ("Effective Date"), is between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, whose address is 912 West Grace Street, Richmond, VA 23298 ("VCU", or "University"), and Aegis Environmental, Inc., a corporation, with offices located at 11511 Allecingie Parkway, Richmond, VA 23235, ("Aegis Environmental, Inc." or "Firm"). VCU and Aegis Environmental, Inc. are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, VCU issued a Request For Proposals to solicit proposals for Environmental Consulting & Reporting Services, RFP #168838923SL issued January 9, 2024 (the RFP); and

WHEREAS, Firm submitted its proposal dated February 9, 2024, (the "Proposal") wherein it wished to be considered, inter alia, for the Environmental Consulting & Reporting Services as more fully specified therein (the "Services"); and

WHEREAS, VCU considered all proposals submitted, including the Firm's Proposal, and VCU now desires to award to Firm, as set forth in greater detail below; and

WHEREAS, Firm desires to perform the Environmental Consulting & Reporting Services as set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. CONTRACT DOCUMENTS: The contract documents are integrated and shall consist of:

- A. This MSA
- B. EXHIBIT 1 – Pricing Schedule
- C. EXHIBIT 2 – Permit Reporting Log
- D. RFP #168838923SL in its entirety (incorporated herein by reference)
- E. Firm's proposal dated February 9, 2024, (incorporated herein by reference)

All of the foregoing, together, the "Contract". Should a conflict arise among the foregoing documents, this MSA shall control.

II. SERVICES/GOODS: Firm shall perform Environmental Consulting & Reporting Services identified and as more fully described in this Contract; and

III. TERM and RENEWAL OF CONTRACT: This contract shall have a two (2) year initial term (the "Initial Term") and may be renewed by VCU upon mutual written agreement of authorized representatives of both Parties for three (3) successive two (2) year periods (the "Renewal Term") under the terms and conditions of this original Contract or as otherwise agreed in writing by the Parties at such time.

If VCU elects to exercise the option to renew the contract for an additional two (2) year period, the contract price(s) for the additional two (2) years shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

IV. **FEES:** VCU shall pay Firm pursuant to EXHIBIT 1 – Pricing Schedule and shall hold firm pricing for the initial term. Firm agrees to offer the same rates to other VASCUPP institutions. The hourly rates shall be inclusive of all overhead costs associated with providing and/or performing emergency and non-emergency service(s), to include, but are not limited to: Labor Rates (normal and overtime labor rates, specified by worker's position), Supervision, Equipment (to include test equipment), Tools, Devices, Incidentals, Travel Time and/or Mileage (to and from the VCU jobsite), Report Preparation, Office Expenses, Supplies, and Printing, etc. For additional services outside of established labor rates in EXHIBIT 1 – Pricing Schedule, pricing shall be provided by either time and materials, or agreed upon lump sum quote, at the request of VCU on a case-by-case basis.

V. **PAYMENT METHOD AND PAYMENT TERMS:**

- A. VCU shall pay Contractor within the net days specified below following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with §§ 42-45 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth* (similar to the Virginia Prompt Payment Act).
- B. All payments will be made based on the net terms agreed upon in this MSA, starting from after receipt of invoice or delivery, whichever occurs last. This shall not affect offers for early payment discounts, however.
- C. Fees appearing to be incorrect will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached.

D. **Specific Terms:**

- 1. **Payment Method:** ACH - Paymode-X Basic
- 2. **Payment Terms:** Early Payment Discount 0.5% (Net 20 / Net 30)

VI. **INVOICING:** All invoices will reflect the VCU Purchase Order number and will be emailed to fmcontracts@vcu.edu. Firm shall provide invoicing for completed work to include classification, hourly rate(s) and dates with time worked. Invoices shall also include a description of the work performed during the time noted. Failing to provide required information may impact invoice approval.

For additional information regarding proper invoicing practices follow the link below.

<https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/>

VII. **ACCEPTANCE OF VCU PURCHASE ORDERS:** The Firm will provide a detailed statement of work prior to any project summarizing specific services, deliverables, delivery dates, and cost. The Firm will do so without introducing additional terms or conditions and will not require VCU to sign any separate agreements.

VIII. **FIRM RESPONSIBILITIES:**

- A. The Firm shall furnish all expertise, labor and resources to provide complete services necessary for work issued during the contract term and shall deliver the complete services for Environmental Consulting & Reporting Services for all VCU buildings and/or property, as needed, per EXHIBIT 1 – Pricing Schedule and EXHIBIT 2 – Permit Reporting Log. The following generally summarize the scope of services that may be required, depending on reporting requirements and/or individual orders; and
- B. General Environmental:

1. Development and implementation of environmental auditing programs that provide reports to include but are not limited to the U.S. Environmental Protection Agency (EPA), the Virginia Department of Environmental Quality (DEQ) and the City of Richmond. The Firm is responsible for ensuring all permitting and/or reporting requirements are met from the appropriate regulatory body and shall maintain and/or update EXHIBIT 2 – Permit Reporting Log as needed, to be in compliance with all regulatory bodies.
2. Assessment of projected operational changes.
3. Interpretation of federal and state environmental requirements, including assessment of the potential impact of proposed regulations.
4. Analysis of requirements within the context of EPA/DEQ policies and procedures. The Firm shall have experience with construction permit terms and provide resolution for compliance issues.
5. Quality Assurance Guarantee: Should any documentation or information provided to regulatory bodies prove insufficient due to the Firm's actions, the Firm pledges to rectify the situation in collaboration with VCU and at its own expense, while VCU agrees to support the Firm by providing necessary information and reliable data for permit applications and compliance reporting, as required.

C. Air Quality:

1. Development of New Source Review air permit application including minor, non-attainment and prevention of significant deterioration permits.
2. Development of modifications, applications and reports necessary for Title V compliance.
3. Development and interpretation of complex air dispersion modeling.
4. Development of state operating permit applications.
5. Development, interpretation and reporting of greenhouse gas permitting, monitoring and compliance issues.
6. Development, interpretation and reporting of emergency generator permitting and compliance issues.

D. Oil Discharge Contingency Plan (ODCP) and Spill Prevention Control & Countermeasures (SPCC):

1. Development of oil discharge contingency plan.
2. Identification of existing and potential waste streams.
3. Development of spill prevention, control and countermeasure plan.

4. Development and implementation of training programs in hazardous materials, meeting requirements for industrial and governmental facilities.

E. General Services:

1. The Firm shall provide assistance to VCU in areas to include, but are not limited to:
 - a. General environmental services
 - b. Permitting requirements New Source Performance Standards (NSPS) compliance
 - c. Stack testing and monitoring issues
 - d. Air quality issues
 - e. Identification of potential problem areas
 - f. Recommendations for resolution of specific issues
 - g. Planning
 - h. Program development
 - i. Testing/sampling
 - j. Analysis
 - k. Compliance reviews
 - l. Training
 - m. Reporting
 - n. Studies; and
 - o. Surveys on environmental issues
2. Examples of services required include, but are not limited to the following:
 - a. Environmental Management System support including strategic planning, information systems development, performance development and analysis.
 - b. Hazardous substances and materials program (including hazardous waste minimization) development including tracking, storage, handling and disposal of hazardous materials and waste.
 - c. Hazardous management including permitting, waste stream assessments and operation/maintenance plan.

- d. Environmental and health risk assessments.
- e. Air quality engineering, including new source review, permitting, and source compliance programs.
- f. Preparation of annual, semi-annual and quarterly EPA/DEQ compliance reports for Title V and New Source permits for VCU and VCU Health System Campuses.
- g. Development and implementation of oil tank removal procedures.
- h. Design and production of environmental training programs and materials, including instruction.
- i. Furnish and deliver consulting services and reports as needed.
- j. Assist in the planning phase of projects to assess potential environmental requirements and evaluate options.
- k. Assess Virginia's DEQ policies and procedures related to environmental permitting and regulatory compliance and assistance in the negotiation of favorable permit terms or resolution of compliance issues.
- l. Ability to provide assistance in all environmental media (i.e., air, water, and waste, etc.).

F. Other services to meet VCU's Environmental Compliance Mission include, but are not limited to the following:

- 1. Provide evaluations, analysis, recommendations, cost/time estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections/investigations, and code compliance investigation for projects.
- 2. Provide documents for small project designs.
- 3. Provide services to investigate problems and prepare recommendations for corrective action.
- 4. Prepare cost estimates for proposed projects.
- 5. Prepare feasibility studies for proposed projects.
- 6. Other types of professional services of a nature consistent with the intent of the contract.

G. Firm Obligations:

- 1. Firm shall schedule site visits with contract administrator and/or designee and report to the specified on-site contact upon arrival to the work-site.

2. Firm shall compile required reports and submit to VCU designee for review two (2) weeks prior to due date to the respective agency.
3. Firm shall submit required reports to required agencies by the due date and shall assume all responsibility if reports are submitted late.
4. Firm shall keep designated VCU personnel informed regarding any work pertaining to the contract to include advising VCU of new and/or changes to environmental regulations from all regulatory bodies. Firm shall provide constant and/or monthly communication to address issues or concerns, as needed and determined by designated VCU personnel.
5. Firm personnel shall wear a VCU badge at all times while working on VCU and / or VCU Health property and badge costs are the Firm's responsibility.
6. Firm shall notify VCU Steam Plant Manager and/or Superintendent to coordinate work in advance of their planned site visit.
7. Firm agrees to share and/or provide all relevant data and/or reporting information that is maintained under contract, as needed. If and/or when a transition of service to another provider is required, end of contract life or otherwise, the incumbent Firm will cooperate fully in a successful transition of services. Such transition support shall bill at the current billing rates under the last and/or current term.

H. VCU Obligations:

1. VCU will provide access to required locations to gather necessary data.
2. VCU will provide timely review of submitted reports to allow sufficient time for the Firm to submit the reports to the respective agency.
3. VCU will provide names and contact information of designated personnel to be contacted regarding this contract. Only the VCU contract administrator and/or the contract designee can arrange services for this contract.

IX. GENERAL TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND COURTS:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Contract shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Contract is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
- B. **ARBITRATION:** Neither Party shall be compelled to arbitrate any matter or otherwise be subject to any form of alternative dispute resolution, but may request and/or opt to participate in alternative dispute resolution in its sole discretion.
- C. **WAIVER OF CLAIMS:** Notwithstanding anything contained herein to the contrary, VCU is

an agency of the Commonwealth of Virginia and as such, pursuant to § 2.2-514 of the *Code of Virginia (Virginia Code)*, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.

- D. **ANTI-DISCRIMINATION:** Firm certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975 (VFECA), as amended, the Virginians With Disabilities Act (VDA), the Americans With Disabilities Act (ADA) and § 9 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§ 36 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Firm agrees as follows:

- a. VCU is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Firm will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or 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 Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm 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 these requirements.

2. The Firm will include the provisions of a. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this RFP.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Firm certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise

violate the provisions of the Federal Immigration Reform and Control Act of 1986.

- F. ANTITRUST: By entering into a contract, Firm conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- G. ASSIGNMENT OF CONTRACT: The Contract shall not be assignable by Firm in whole or in part without the written consent of the University.
- H. TESTING AND INSPECTION: To the extent applicable, VCU reserves the right to conduct any testing/inspection it may deem advisable to assure goods and services conform to the specifications/Contract.
- I. TERMINATION OF CONTRACT:
 - 1. Either Party may terminate this Contract if the other Party materially breaches this Contract and such breach is not cured within thirty (30) days after written notice to the breaching Party.
 - 2. University reserves the right to terminate this Contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Firm.
 - 3. Either Party may terminate this Contract after the initial twelve (12) months of this Contract upon sixty (60) days written notice to the other Party.
- J. CHANGES TO THE CONTRACT: Changes may be made to the Contract:
 - 1. The parties may agree to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed by the parties as a part of their written Contract to modify the scope of the Contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Firm. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Firm shall comply with the notice upon receipt. The Firm shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.
 - 3. Material, substantive modifications, changes, and amendments to the Contract must be in a writing executed by authorized representatives of each party.
- K. NOTICE: All notices provided hereunder in regard to default, claims, actions, or similar events shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective party at the following addresses:

For VCU:
Director, Procurement Services
912 West Grace Street, 5th Floor
Richmond, Virginia 23298-0327

For Firm:
Matthew Markee, President
Aegis Environmental, Inc.
11511 Allecingie Parkway
Richmond, VA 23235

Any notice sent by any other means shall not be considered duly given or delivered unless the receiving party affirmatively acknowledges receipt. Notices with respect to any services and communications specifically for day-to-day servicing purposes shall be sent to the designated points of contact as specified by each Party.

- L. TAXES: Firm acknowledges all sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- M. FAILURE TO DELIVER GOODS OR SERVICES: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU, after due oral or written notice, may procure them from other sources and hold the Firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have.
- N. SHIPPING: Firm shall ship all goods FOB destination at the actual freight rate based upon the actual weight of the goods to be shipped. All prices unless otherwise specified are F.O.B. Destination, Freight Prepaid and Allowed.
- O. INSURANCE: Firm certifies it will have the following insurance coverages, and any insurance otherwise required by applicable law, throughout the entire term of the Contract, as well as renewal terms. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth and Virginia Code* § 65.2-800 et seq. Firm further certifies all insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. Minimum Insurance Coverages and Limits Required for Most Contracts:
 - 1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Firms who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Virginia Code* § 65.2-800 et seq. during the course of the contract, shall be in noncompliance with the contract.
 - 2. Employers Liability - \$100,000.
 - 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and

so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (applicable only if motor vehicle is to be used in performance of this Contract)
 5. Cyber Security Liability - \$5,000,000 (applicable as determined by the University)
 6. The Commonwealth of Virginia, Virginia Commonwealth University, its directors, officers, employees and agents are additional insureds with respect to the applicable insurance policy, as noted on the contractual insurance requirements.
- P. DRUG-FREE WORKPLACE: During the performance of this contract, the Firm agrees to (i) provide a drug-free workplace for the Firm'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 Firm's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Firm that the Firm maintains a drug-free workplace; and (iv) includes 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 providing services under this Contract. 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 Firm, the employees of whom 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.
- Q. NONDISCRIMINATION: As applicable, federal law requires compliance with the following:
1. 41 CFR § 60-1.4(a). Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, and require affirmative action to employee and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
 2. 41 CFR § 60-300.5(a) and 41 CFR§ 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (41 CFR § 60-741.5(a)) and protected veteran status (41 CFR§ 60-300.5(a)), and require affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- R. FERPA: To the extent that University provides to Firm any identifiable student information, including student address, phone number and email address, the University hereby designates Firm as a school official with a legitimate educational interest in using such student information, and Firm agrees to use such information only for the purpose of fulfilling its obligations under this Contract. Firm further agrees not to disclose any such student information to any individual other than the student except as required by applicable law, rule or regulation or court or governmental order or as authorized in writing by the University or the individual student. Firm acknowledges that this protection of student information is necessary for the University's compliance with the

Virginia Code § 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA).

- S. **CONFIDENTIAL INFORMATION:** “Confidential Information” means all information of a party (“Disclosing party”) disclosed or made available to the other party (“Receiving party”) that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and FERPA. Firm shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Firm uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party’s Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the services and upon request of VCU, Firm shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) calendar days of such request.
- T. **VA FOIA:** Nothing contained herein is intended to limit VCU’s compliance with the Virginia Freedom of Information Act (“VFOIA”). For clarity, contracts and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- U. **INDEMNIFICATION:** Firm agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys’ fees, arising from Firm’s negligence under this Agreement. Accordingly, VCU shall promptly notify Firm of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Firm will immediately defend any such claim or action pursuant to the provisions and requirements of *Virginia Code* § 2.2-514.
- V. **LIMITATION OF LIABILITY:** Firm shall be liable for the direct damages caused by the negligence of itself, its officers, employees, and agents in connection with this Contract or any goods, services, actions, or omissions relating to this Contract.
- W. **STATUTORY DAMAGES:** VCU is not authorized to waive damages granted or otherwise available by statute.
- X. **SOVEREIGN IMMUNITY:** VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (*Virginia Code* §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this Contract shall be deemed to be or construed as a waiver of VCU’s or the Commonwealth’s sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth. The total cumulative liability of the University, its officers, employees, and agents in connection with this

contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price.

- Y. **FORCE MAJEURE:** Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided
- Z. **AUDIT:** The Firm shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- AA. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available, from the Virginia General Assembly or other funding source, or which funds may hereafter be provided for the purpose of this Contract.
- BB. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual contract, for Firm to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract.
- CC. **REALSOURCE REGISTRATION:** This Contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Firm shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Firm is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Firm's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Firm's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.
- DD. **eVA REGISTRATION AND FEES:** Firm agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this Contract. The Vendor Transaction Fee is:
 - 1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Firm is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Firm's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Firm's failure to update or protect its account information.

EE. SWAM REPORTING: Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January.

Firm will submit the quarterly SWAM business reports, based upon the Firm's proposed commitment to:

VCU SWaM Reporting

E-mail: swamreporting@vcu.edu

The quarterly SWAM business reports will contain the following information:

1. SWAM firms' name, address and phone number with which Firm has contracted over the specified quarterly period.
2. Contact person at the SWAM firm who has knowledge of the specified information.
3. Type of goods and/or services provided over the specified period of time.
4. Total amount paid to the SWAM firm as it relates to the University's account.

X. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING: Firm shall not state in any of its advertising or product literature that the University, the Commonwealth of Virginia, or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. TRADEMARKS/LOGOS: The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Firm shall first submit a request in writing to the VCU Division of University Relations prior to use of any VCU marks, name, or logos.
- C. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Firm shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.
- D. EXTRA CHARGES NOT ALLOWED: The Contract price shall reflect all fees to be incurred for the performance of the Contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Contract shall only be paid if approved by the University prior to incurring such fees.
- E. ADDITIONAL USERS OF CONTRACT: It is the University's intent to allow for cooperative

procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation (Additional Users) may access this Agreement if authorized by Selected Firm.

To that end and if agreeable with the Firm, upon written request from Additional Users the Firm may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Firm is not required to provide such access. A Firm's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract,

Additional Users are not bound to use the contract and any use of the contract is strictly optional. If the Additional Users choose to access the contract and the Firm agrees to such access, the terms and conditions of the contract will be in full force and effect as between the Additional Users and the Firm. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from an Additional User accessing the contract. The Firm understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another Additional User that accessed this contract.

- F. GRAMM-LEACH-BLILEY ACT: The Firm shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information.
- G. PRIME FIRM RESPONSIBILITIES: The Firm shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that Firm may utilize, using best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Firm. The Firm agrees that it is as fully responsible for the acts and omissions of subcontractors and of persons employed by them as Firm is for the acts and omissions of its own employees.
- H. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Firm desires to subcontract some part of the work specified herein, the Firm shall furnish the University with the names, qualifications and experience of their proposed subcontractors. The Firm shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.
- I. PAYMENT TO SUBCONTRACTORS: Firm awarded a contract under this solicitation is hereby obligated to pay the Subcontractor(s) within seven (7) days of the Firm's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or

To notify the agency and the Subcontractor(s), in writing, of the Firm's intention to withhold payment and the reason.

The Firm is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Firm that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub sub-tier Firm performing under the primary contract. A Firm's obligation to pay an interest charge to a Subcontractor may not be construed to

be an obligation of the Commonwealth.

- J. ASBESTOS: Whenever and wherever during the course of performing any work under this Contract, the Firm discovers the presence of asbestos or suspects that asbestos is present, Firm shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Firm shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Firm is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Firm but without additional compensation due to the time extension.
- K. RADIATION/CHEMICAL/BIOLOGICAL HAZARD AREAS: The personnel employed by the Firm shall be capable employees, trained and qualified to perform specified services. If the Firm is to perform work in areas posted with hazard signs, prior to the commencement of the Contract, the Firm shall contact Safety and Risk Management (SRM) at srm@vcu.edu for information regarding chemical, biological, radiological, environmental and occupational hazards. The Firm shall be responsible for providing appropriate personal protective equipment and applicable safety training to its employees based on the hazard information provided by VCU. SRM may provide consultation on complex projects or request information related to the Firm's safety protocols, to be evaluated on a case-by-case basis.
- L. CONVENIENCE TO GENERAL PUBLIC AND PROPERTY OWNERS: All work covered under this Contract shall be done in such a manner as to cause as little inconvenience as possible to the general public and property owners. All equipment and resulting material shall be placed along the route of the work so as not to inconvenience vehicular and pedestrian traffic. The Firm shall provide adequate means to safely direct traffic past the points that are affected by the work at all times. No closures shall be allowed unless specifically coordinated and approved. Access to property shall be maintained, and any time where there is a loss of access, the Firm shall coordinate with VCU Facilities Management.
- M. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Commonwealth's satisfaction at the Firm's expense.
- N. DAMAGE TO PUBLIC OR PRIVATE PROPERTY: Under this contract, the Firm shall be responsible for making repairs, as necessary, to public or private property damaged by their work at the Firm's sole expense. Pavement, curbs or sidewalk repairs shall be as specified by the City of Richmond VA, Department of Public Works for each separate location at which time such repairs may be required as a result of the Firm's operations under the Contract.
- O. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material Contract, the Firm shall furnish VCU with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Firm's hourly rates specified in the Contract, and the total material cost. Material costs shall be billed at the Firm's actual invoice costs (Firm shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the Contract. If VCU determines that the estimated price is not fair and reasonable, VCU has the right to ask the Firm to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, VCU reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Firm, as the authority to proceed with the work, which will incorporate the Firm's estimate and the terms and conditions of the contract. The

Firm and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

- P. **CRIMINAL BACKGROUND INVESTIGATION:** If Firm employees and agents will be on the VCU campus, or have access to protected data as defined herein, Firm must comply with the following: Firm shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the *Virginia Code* § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<https://policy.vcu.edu/doctract/documentportal/08DA32A63EDBCEAAB4962445672CE290>

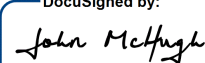
Specifically, Firm shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- Q. **IDENTIFICATION CARDS:** All Firm employees authorized to work at VCU must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Firm's employees must wear their VCU identification when they are on VCU property.
- R. **REPRESENTATIONS AND WARRANTIES:** All representations and warranties made by the University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.

XI. ENTIRE AGREEMENT. The Parties agree that this Contract contains the entire agreement between the Parties and may only be modified by written agreement executed by authorized representatives of each Party. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates designated below.

VIRGINIA COMMONWEALTH UNIVERSITY

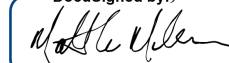
By: 
EE6DA7427C67468...

Name: John McHugh

Title: Director of Procurement Service

Date: 4/11/2024

AEGIS ENVIRONMENTAL, INC.

By: 
87961AC91EFC448...

Name: MATTHEW MARKEE

Title: President

Date: 4/15/2024

EXHIBIT 1 - Pricing Schedule**VCU Term Contract Rate Schedule**

Title/Position Description	Hourly Billing Rate
Project Director/Principal	215
Senior Project Advisor	210
Senior Project Manager	180
Senior Project Engineer	170
Senior Project Geologist	170
Senior Project Scientist	165
Project Engineer III	140
Project Geologist III	140
Project Scientist III	135
Project Engineer II	125
Project Geologist II	120
Project Scientist II	115
Project Engineer I	105
Project Geologist I	100
Project Scientist I	95
Technical Specialist	85
Administrative Technician	70

Note: Other team members may be utilized based on availability, budgets, and project needs.

EXHIBIT 2 – Permit Reporting Log

Item	Plant	Regulating Authority	Party Responsible	Submitting Party	Periodicity	Date Due	Date Submitted / Completed	1st Qtr by Apr 30	2nd Qtr by Jul 31	3rd Qtr by Oct 31	4th Qtr by Jan 31	NOTES
Excess Emission Report (EER)			Company A	Company A	Quarterly	30 days after Quarter						
Cylinder Gas Audit (CGA)			Company B	Company A	Quarterly	30 days after Quarter						
Fuel Oil Quality Report DEQ - 50126 (1st)		DEQ	Company A	Company A	Semi-Annual	July 31						
Fuel Oil Quality Report DEQ - 50126 (2nd)		DEQ	Company A	Company A	Semi-Annual	January 31						
Fuel Oil Quality Report EPA - 50126 (1st)		EPA	Company A	Company A	Semi-Annual	July 31						
Fuel Oil Quality Report EPA - 50126 (2nd)		EPA	Company A	Company A	Semi-Annual	January 31						
Title V Semi-Annual Monitoring Report (1st)			Company A	Company A	Semi-Annual	July 31						
Title V Semi-Annual Monitoring Report (2nd)			Company A	Company A	Semi-Annual	January 31						
Annual RATA Report			Company B	Company A	Annual	January 31						
Title V Annual Compliance Certification DEQ		DEQ	Company A	Company A	Annual	March 1						
Title V Annual Compliance Certification EPA		EPA	Company A	Company A	Annual	March 1						
Emission Inventory Statement MCV- 50126	MCV		Company A	Company A	Annual	February 28 (29)						
Emission Inventory Statement MPC- 50118	MPC		Company A	Company A	Annual	February 28 (29)						
Annual Facility Update MCV - 50126			Company A	Company A	Annual	April 15						
Annual Facility Update MPC - 50118			Company A	Company A	Annual	April 15						
MCV Boiler Tune Ups		EPA		Company A	2 years	January 31						
MCV Periodic Compliance Report (Boiler MACT)			Company A	Company A	2 years	March 1						
MCV Green House Gas Summary Report			Company A	Company A	Annual	March 31						
MCV Green House Gas Monitoring Plan Review			Company A	Company A	3 years	Mar 5						
CoR Industrial Discharge Self-Monitoring Report		CoR	VCU	Company A	Quarterly	10th day after Quarter						
CoR Pollution Prevention Report		CoR	Company A	Company A	Annual	July 10						
Title V Permit renewal					5 years	May 14, 2024						
CoR Significant Industrial User Permit		CoR	CoR	CoR	5 years	February 28, 2026						
GHG Monitoring Plan Review					3 years	February 23, 2025						
Oil Tank Level Gauge Checks/Calibrations			Plant		Annual	May 23, 2022						
Secondary Containment Certification					10 years	April 27, 2027						
Tank Shell Thickness Testing					10 years	June 29, 2027						
Annual RATA Testing					Annual	December						
Form sent on:												
Fuel Oil Piping Testing					5 years	July 30, 2024						
ODCP / SPCC Plan Review				Company A	5 years	April 22, 2027						
AST Registrations				Company A	5 years	April 22, 2027						
AST External Inspections				Company A	5 years	May 9, 2027						
AST Internal Inspections					10 years	August 27, 2027						