NOTICE OF AWARD OF CONTRACT

TO: AEROSOL MONITORING & ANALYSIS, INC.
    1331 ASHTON ROAD
    P.O. BOX 646
    HANOVER, MD 21076

DATE ISSUED: AUGUST 13, 2014
CURRENT REFERENCE NO: 678-12
CONTRACT TITLE: ABATEMENT
CONSULTING SERVICES
PRIOR REFERENCE NO:

THIS IS A NOTICE OF AWARD CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Extension is effective IMMEDIATELY and expires on DECEMBER 31, 2019.

The contract documents consist of this award notice, and Agreement No. 678-12, incorporated herein by reference.

CONTRACT PRICING:
PRICE FIRM THROUGH JULY 31, 2015.
POSSIBLE PRICE ADJUSTMENTS THEREAFTER BASED ON FEBRUARY CPI-U.

ATTACHMENTS:
AGREEMENT NO. 678-12

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

VENDOR CONTACT: TODD WOERNER
VENDOR TEL. NO. : 410-684-3327
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX NO.: 410-684-3384
VENDOR EMAIL ADDRESS: twoerner@amaconsulting.com

COUNTY CONTACT: CYNTHIA WILSON
COUNTY TEL. NO.: 703-228-4438

CONTRACT AUTHORIZATION

[Signature]
KRYSTINA HEPLER, CPPB
PROCUREMENT OFFICER

DATE
8/13/2014

DISTRIBUTION
VENDEE:
BID FOLDER:
This Agreement (hereinafter “Agreement”) is made, on the date of execution by the County, between Aerosol Monitoring & Analysis, Inc., 1331-A Ashton Road, Hanover, MD 21076 (“Contractor”) a Maryland Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. **CONTRACT DOCUMENTS**
   The following documents (hereinafter “Contract Documents”) consist of the following:

   Agreement No. 678-12
   All Subsequent Amendments, if any
   Exhibit A - Scope of Work
   Exhibit B - Contract Pricing
   Exhibit C - County Abatement Master Specifications, current edition
   Contractor’s Response to Request for Proposals No. 678-12

   Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

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

2. **SCOPE OF WORK**
   The Contractor agrees to perform the services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide environmental abatement consulting services, including on-site monitoring of abatement contractor, sampling and related services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor responsibility, and sole cost, to provide the specific services sufficient to fulfill the purposes of Work set forth in the Contract Documents. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. **CONTRACT TERM**
   The Work shall commence upon the execution of the Agreement by the County, and the Contractor shall provide the County with services necessary to
complete the Work until December 31, 2019 ("Contract Term"). No Work shall be deemed complete until it is accepted by the Project Officer.

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

5. PRICE ADJUSTMENTS
The Contract unit price(s) shall remain firm throughout the Contract Term, unless the Contractor requests a price adjustment, and the County approves such an adjustment, in accordance with the following procedure:

A. The Contractor may submit a written request for price adjustment to the County not less than sixty (60) days prior to July 31 of any given year of the contract ("Anniversary Date").
B. Requests for adjustment(s) to unit price(s) shall not exceed the percentage of escalation/de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in February of each year of the Contract.

Any adjustment(s) to unit price(s) approved by the County as a result of the procedure set forth in A and B above, shall become effective the day after the current Anniversary Date and shall be binding on both parties for the remainder of the Contract Term unless an adjustment is requested by the Contractor and approved by the County in a subsequent year, as set forth above.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth in A and B above by the thirtieth (30th) calendar day prior to the Anniversary Date, the County may in its sole discretion terminate the Contract.

6. PAYMENT
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit A) on which no work has been done. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

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

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

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

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

10. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

B. Notify the County and the subcontractor, in writing, of the Contractor intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

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

12. **REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**
During the Contract Term the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

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

14. **PROJECT STAFF**
The County will have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor through the duration of the contract. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision
and control of the Contractor employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

15. **SUPERVISION BY CONTRACTOR**

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

16. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

17. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

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

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

19. **SAFETY**

The Contractor shall comply with, and ensure that the Contractor’s employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

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

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor’s personnel from the work site.

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

20. **WARRANTY**

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

21. **UNSATISFACTORY WORK**

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

22. **Termination for Cause, Including Breach and Default; Cure**

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

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

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

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

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

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

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

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

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

24. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and
indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. **INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

26. **COPYRIGHT**

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

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.
The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

27. **OWNERSHIP AND RETURN OF RECORDS**

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County’s data or inputs.

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

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

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

28. **CONFIDENTIAL INFORMATION**

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

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

30. **COUNTY EMPLOYEES**

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

31. **FORCE MAJEURE**

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

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

32. **AUTHORITY TO TRANSACT BUSINESS**

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

33. **RELATION TO COUNTY**

The Contractor is an independent Contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.
34. **ANTITRUST**
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

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

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

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

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

37. **ASSIGNMENT**
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.
38. **AMENDMENTS**
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

39. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

40. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

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

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

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

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

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

46. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

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

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

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

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

**TO THE CONTRACTOR:**

Todd M. Woerner, President
Aerosol Monitoring & Analysis, Inc.
1331-A Ashton Road
Hanover, MD 21076

**TO THE COUNTY:**

Cynthia Wilson, Project Officer
Arlington County, Virginia
DES - Facilities Design and Construction
1400 N. Uhle Street, suite 403
Arlington, VA 22201

AND

Agreement No. 678-12
51. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 8/12/2014

AEROSOL MONITORING & ANALYSIS, INC.

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: TODD M. WAGNER, PRESIDENT
DATE: 8/12/2014
EXHIBIT A

SCOPE OF SERVICES

GENERAL

The Contractor shall be equipped to provide any of the following services:

- Abatement project-related consultant services, including initial environmental conditions assessment, cost estimating, monitoring, sampling, attending meetings, documentation, submittal review, invoice review, confirmation of work done by the County's Abatement Contractor, and serving as the County's representative during abatement operations or as assigned by the County;

- Sampling and assessment of suspect regulated materials including but not limited to asbestos-containing materials (ACMs), lead-containing materials (LCMs), Polychlorinated biphenyl (PCB) containing Fluorescent Light Ballasts and Fluorescent Fixture - Mercury Vapor Lamps (MVL) in buildings;

- Complete environmental building surveys for buildings previously surveyed for asbestos;

- Environmental abatement-related consulting services, including but not limited to, providing recommendations on abatement options, management alternatives, legal compliance, and technical issues;

- Performing roof asbestos surveys;

- Obtaining certifications required by Virginia State Building Code for demolition/renovation permit applications;

- Review and revision, as requested, of the current County Abatement Master Specifications (refer to the documents in Exhibits A1, A2 and A3 to the RFP, attached) to the most current Virginia Occupational Safety and Health Administration (VOSHA) standards;

- Electronic submission of survey reports for each project completed to the County Project Officer or designee;

- Representing the County and delivering presentations at stakeholder meetings with County employees, officials and/or citizens, as requested.

The scope of work will NOT include:

- Occupational Safety and Health Administration (OSHA)-required sampling for abatement contractor's personnel on County projects;

- Repairing surface finishes damaged by sampling, except to temporarily seal sample area.
DETAILED SCOPE OF SERVICES

Abatement project monitoring:
The Contractor shall serve as, and perform all tasks attributed to, the Owner's Representative, as outlined in the County Abatement Master Specification documents in Exhibits A1, A2 and A3 to the RFP.

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

The Contractor shall be authorized to issue written stop work orders, and to grant final clearance on behalf of the County upon completion of the abatement project.

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

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

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

The County reserves the right to accept the fee proposal and authorize the Contractor to proceed, reject the fee proposal, or negotiate further with the Contractor to arrive at an agreeable fee proposal. Upon acceptance of the Contractor's proposal and the issuance of a valid County Purchase Order, the Contractor shall immediately proceed with the work assignment, and invoice the County upon completion at contract unit prices. Work that exceeds the proposal shall not be billed, unless authorized by the County Project Officer or designee in writing in advance of the work.

Project-specific specifications tailoring:
The Contractor shall tailor the County's Abatement Master Specifications for each abatement project. A licensed project designer shall electronically submit the proposed changes to the County Project Officer or designee for approval.

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

Abatement contractor invoice review:
The Contractor shall review and approve/reject within three (3) business days abatement contractor invoice packages for both time & materials and lump sum

Agreement No. 678-12
work assignments. The Contractor can anticipate spending a significant amount of time on review of time and materials invoice packages as abatement contractor's invoices list hours on jobsites and materials used, and charges must be verified.

After review of the invoice package, the Contractor shall perform the following services, at contract unit prices:

a) **If accepted as complete and correct:** attach a signed approval stamp or letter to the original invoice package received from the abatement contractor and forward the documents to the County Project Officer or designee.

b) **If not accepted as complete and correct:** return the original invoice package received from the abatement contractor to the County Project Officer or designee immediately, with items missing or needing correction noted. If received hard copies, the originals of the invoice package shall be returned. Under no circumstances shall the original invoices be retained. The Contractor shall retain a copy of the rejected invoice package until final approval or rejection. All the original invoices must be returned to the County Project Officer or designee.

c) Repeat step b) until the invoice is approved, or advise the County Project Officer or designee of any problem that is not resolved.

d) Upon completion of invoice review, return the approved complete invoice package or rejected invoice copy and deficiency notifications to the County Project Officer or designee, who will proceed to process payment or resolve any disputes or issues.

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

The Contractor shall retain a laboratory that will be performing work under this Contract. The Contractor's laboratory shall maintain a quality assurance and quality control (QA/QC) program that has been approved by the County prior to Contract award. The QA/QC program shall include transport, laboratory, and data components. The QA/QC program shall be designed to assure that handling and transport procedures do not affect the samples' quality or influence their analyses.

**Environmental surveys of County buildings:**
The Contractor shall provide environmental building surveys as requested by the County. Each survey shall identify and quantify interior and exterior material, as applicable per work assignment, documenting any potential adverse environmental health conditions or exposure sources, which may require special management and/or disposal during renovation and demolition.

Each survey shall include:

1) Verification of existing information concerning asbestos-containing materials and sampling of any previously suspect ACMs. Each survey report shall meet Asbestos Hazard Emergency Response
Act (AHERA) standards and include quantities of both friable and non-friable ACMs, their condition assessment and recommendations for management. It shall note the presence and condition of Category 1 Regulation ACMs (RACMs), and recommend which of them may be left in place during renovation or demolition;

2) Complete lead-based paint survey using X-Ray Fluorescence (XRF) and paint chip samples collected for laboratory analysis, if necessary, to clarify the XRF data;

3) Sampling and analysis of drinking water for lead content;

4) Inventory of fluorescent fixtures with:
   a) An exact quantity of lamps (tubes),
   b) An estimate of total quantity of polychlorinated biphenyl (PCB)-containing ballasts based on random visual examination of ten percent (10%) of the ballasts,
   c) Mercury Vapor Lamps;

5) Radon gas sampling and analysis, using charcoal absorption screening test kits exposed for approximately three (3) days under normal building conditions.

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

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

All reports or written material prepared by the Contractor in response to the requirements of this Contract shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for completeness and accuracy of content, shall be grammatically correct and not contain spelling errors. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

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

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

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

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

CONTRACTOR STAFF QUALIFICATIONS

The Contractor shall identify and utilize a project team qualified to maintain a level of service that meets the requirements of this solicitation. The project team shall include a Principal of the firm, Project Manager, personnel licensed to perform the work assigned, and necessary support staff, as outlined below. Project management shall place emphasis on completeness.
and accuracy of reports, technical quality of work, regulatory compliance and adherence to project schedules and budgets.

A Principal of the firm shall be assigned to the Contract to ensure that adequate corporate resources are available at all times and the quality of services provided is acceptable to the County.

The Contractor shall staff the project with a Project Manager who is familiar with all aspects of ACM, LCM, PCB containing fluorescent ballasts, and Fluorescent Fixture-mercury vapor lamp (MV) inspection, project design, management planning, risk assessment and abatement operations, and has leadership and management capabilities proven in previous projects.

The Project Manager shall have a minimum of five (5) years of experience in a HAZMAT project management role within the last 10 years. The Project Manager shall serve as the Contractor's primary contact person for the contract and shall manage and be responsible for the performance of the Contractor's entire field, office and laboratory staff as required. This individual shall be readily accessible by telephone and e-mail, and shall be permanently assigned throughout the duration of the Contract. The Project Manager shall also review all reports.

The Contractor shall have available adequate, qualified staff to respond to the County's needs, including weekend work, 24 hour/day work, multiple projects running concurrently, emergencies, rush jobs, and projects which may occur for extended periods of time. The personnel resources available for this Contract shall include a minimum of one (1) employee licensed by the Virginia Department of Professional and Occupation Regulation within each of the below categories:

- asbestos inspector
- asbestos management planner
- asbestos project designer
- asbestos project monitor
- lead inspector
- lead risk assessor
- lead project designer

All personnel assigned to the Contract shall have at least two (2) years of experience in the type of work performed. All personnel assigned to the Contract shall maintain Environmental Protection Agency (EPA)-required training and Virginia-required licensure to perform the work.

Project Monitors shall also be certified in on-site phase contrast microscopy (PCM) reading procedures, and shall have attended PCB awareness training. All Project Monitors and Inspectors shall be certified for working in confined spaces, as defined by the Occupational and Safety Hazards Administration (OSHA).

The County will have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor through the duration of the contract. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.
INFORMATION PROVIDED BY THE COUNTY FOR EACH PROJECT:

- For environmental building survey projects: a copy of the existing asbestos survey, abatement records (if available), and manufacturer's specifications for any newly-installed building materials;

- Basic project site information, such as overall square footage, floor plans, year built, etc.; and

- Upon request: a copy of the most current architectural/engineering drawings for the project sites, including mechanical and plumbing sheets, if available.
EXHIBIT B

CONTRACT PRICING

A. HOURLY RATES:

<table>
<thead>
<tr>
<th>Position</th>
<th>Cost/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$83.00</td>
</tr>
<tr>
<td>Risk Assessor/Management Planner</td>
<td>$64.00</td>
</tr>
<tr>
<td>Inspector</td>
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</tr>
<tr>
<td>Project Monitor</td>
<td>$64.00</td>
</tr>
<tr>
<td>Project Designer</td>
<td>$64.00</td>
</tr>
</tbody>
</table>

B. SAMPLE ANALYSIS FEES:

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

1. AIR SAMPLES/TAT (including all off-site labor and all supplies):

   ◆ Transmission Electron Microscopy (TEM)
     air/2 days               $75.00/each
   ◆ TEM air/1 day           $85.00/each
   ◆ TEM air/12 hour         $105.00/each
   ◆ Phase Contrast Microscopy (PCM)/1 day  $10.00/each
   ◆ PCM/1 hour              $10.00/each
   ◆ Radon Screening Test Kit/NA  $20.00/each

* All above refer to asbestos samples (except for Radon Screening Test Kit)
2. **MATERIALS (BULK) SAMPLES/TAT:**

- X-ray fluorescence (lead)/1 day $53.00/each
- Paint Scraping Samples Analyzed by NIOSH Method 7082M/NA $21.00/each
- Toxicity Characteristic Leaching Procedure-Lead/40 hours $134.00/each
- Lead in Drinking Water Samples Analyzed by EPA Method 200.8/NA $43.00/each
- Polarized Light Microscopy (PLM)/2 days $16.00/each
- PLM/1 day $21.00/each
- Point counting/2 days $43.00/each
- Gravimetric/2 days $48.00/each
- X-ray diffraction/2 days $320.00/each

*All above refer to asbestos samples*

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

- Microbial Analysis:
  - Spore-Trap (24-hour) $60.00/sample
  - Surface Swab (24-hour) $60.00/sample
  - Surface Tape (24-hour) $60.00/sample
  - Culturable ID Genus $60.00/sample
  - Culturable ID Species $125.00/sample
- Silica $125.00/sample
- Formaldehyde (3-day TAT) $100.00/sample
- Construction Dust (3-day TAT) $30.00/sample
- Polychlorinated Biphenyls (PCBs) (3-day TAT) $150.00/sample

C. **UNIT PRICES:**

One fee will be charged per project, along with any related on-site personnel and sampling charges, for the following:

- Review/revision of master specification $500.00/each
- Provision of reports on CD $5.00/report
♦ Abatement project cost estimate  $250.00/each
♦ Environmental building survey  $900.00/building
♦ Abatement project Design
  County - generated specification tailoring, submitted for Contractor review and approval  $400.00/each
  Contractor - generated specification tailoring  $600.00/each
♦ Abatement invoice review:
  Lump sum package  $150.00/each
  Time and materials package  $250.00/each