

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

CONTRACT AWARD COVERPAGE

TO: ABCx2, LLC	DATE ISSUED:	MARCH 24, 2020
162 BRITTANY LANE	CONTRACT NO:	20-042-RFP
SENOIA, GA 30276	CONTRACT TITLE:	CONSULTING SERVICES IN SUPPORT OF STUDY OF AIRCRAFT NOISE CREATED BY REAGAN NATIONAL AIRPORT AIR TRAFFIC IN PROXIMITY TO ARLINGTON COUNTY, VIRGINIA, AND MONTGOMERY COUNTY, MARYLAND, AND RECOMMENDATIONS FOR MITIGATION

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

The contract documents consist of the terms and conditions of AGREEMENT No. 20-042-RFP including any attachments or amendments thereto.

EFFECTIVE DATE: MARCH 24, 2020

EXPIRES: MARCH 23, 2021

RENEWALS: TWO (2) ADDITIONAL 12 MONTH PERIODS FROM MARCH 24, 2021 TO MARCH 23, 2023

COMMODITY CODE(S): 90528, 91812, 91817, 91832, 91858, 91896

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-042-RFP

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: JAMES K. ALLERDICE

VENDOR TEL. NO.: (678) 485-0852

EMAIL ADDRESS: J.ALLERDICE@ABCX2.COM

COUNTY CONTACT: RICHARD ROISMAN

COUNTY TEL. NO.: (703) 228-6970

EMAIL ADDRESS: RROISMAN@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Meloni Hurley

Title: Assistant Purchasing Agent

Date: 3/24/2020

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 20-042-RFP

THIS AGREEMENT is made, on the date of execution by the County, between **ABCx2, LLC**, located at 162 Brittany Lane, Senoia, GA 30276 ("Contractor"), a Georgia Limited Liability Company, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Request for Proposals No. 20-042-RFP, incorporated by reference

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 will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will 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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is consulting services to administer an airport noise study and to identify noise mitigation strategies. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

The Work will commence on the date of the execution of the Agreement by the County and must be completed no later 12 months from the date of the execution ("Initial Contract Term"), subject to any

modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than two (2) additional 12-month periods (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

This is a fixed-price contract. The Contractor agrees that the total payment for the Work will not exceed **\$250,000**, regardless of the number of hours spent in the performance of the Work.

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. REIMBURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven 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 will accrue at the rate of 1% per month.

The Contractor must 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.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All 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 ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then 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 and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

16. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including 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 and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

17. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. 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 them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay

the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

18. INDEMNIFICATION

The Contractor covenants for itself, its employees and its 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure 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 Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

19. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for

any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

21. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

22. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

23. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including 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 proposal was made without collusion or fraud; 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.

24. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

25. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

26. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

27. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or 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 or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

28. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

29. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

30. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

31. ASSIGNMENT

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

32. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

33. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

34. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

35. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

36. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

37. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

38. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

39. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

40. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

41. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

42. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

43. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

44. NOTICES

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

TO THE CONTRACTOR:

James K. Allerdice, Managing Partner
ABCx2, LLC
162 Brittany Lane
Senoia, GA 30276
Phone: (678) 485-0852
Email: j.allerdice@abcx2.com

TO THE COUNTY:

Richard Roisman, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201
Phone: (703) 228-6970
Email: roisman@arlingtonva.us

AND

Sharon Lewis, MLA, MPS, VCO, CPPB
Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703)228-3410
Email: slewis1@arlingtonva.us

45. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

46. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

48. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County’s presence on third-party web sites, the Contractor must perform such work in compliance with ADA

49. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

50. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and

automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

- d. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- e. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- f. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

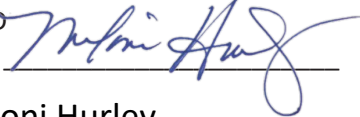
The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

51. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: 

NAME: Meloni Hurley
TITLE: Assistant Purchasing Agent

DATE: 3/24/2020

ABCX2, LLC

AUTHORIZED
SIGNATURE: 

NAME AND
TITLE: James K. Allerdice, Jr., Managing Partner

DATE: 3/23/2020

EXHIBIT A

STUDY OF AIRCRAFT NOISE CREATED BY REAGAN NATIONAL AIRPORT AIR TRAFFIC IN PROXIMITY TO ARLINGTON COUNTY, VIRGINIA, AND MONTGOMERY COUNTY, MARYLAND, AND RECOMMENDATIONS FOR MITIGATION

ABCx2, LLC – SCOPE OF WORK

The Project will include the following components. Components I and II will be completed in sequence. Components III and IV will continue throughout the term of the contract.

Although this Agreement is executed between Arlington County and the Contractor, the Contractor's work will be completed on behalf of and in cooperation with both Arlington County and Montgomery County, Maryland.

Component I: Analysis of DCA Noise and Operational Data- History and Existing Conditions

The Contractor will focus the analysis of noise and operational data on pre- and post-NextGen¹ implementation. This will be referred to as a "Baseline Assessment." The goal of the Baseline Assessment will be to understand conditions prior to and following implementation of NextGen/Performance Based Navigation (PBN) procedures at DCA.

The analysis will include airspace, flight procedures, flight track/flight path data, noise exposure and population data.

Historical analysis will include review of key environmental factors and documents, including but not limited to airport master plans, environmental assessments and Part 150 studies. The analysis will also include flight track data (including aircraft identification) for 2014 and 2019 to identify and depict flight corridors at DCA for jet arrivals and departures as derived from the DCA Airport Noise and Operations Monitoring System (ANOMS), noise monitor data and noise complaint data.

Specific outputs from this analysis will include:

- Airspace (i.e. Pre/Post Metroplex).
- Published flight procedures (current and historical).
- Airport layout.
- Runway use.
- DCA ANOMS flight track data, including identification of predominant arrival and departure corridors (2014 and 2019), flight track geometries and densities.
- Noise exposure referencing standard (DNL) and supplemental metrics, including Number-of-Evens-Above (NA) and Time-Above (TA).
- Number of individuals and/or homes exposed to varying levels of aircraft noise.

¹ The Next Generation Air Transportation System (NextGen) is the modernization of the U.S. air transportation system led by the Federal Aviation Administration (FAA). See https://www.faa.gov/nextgen/what_is_nextgen/

- Analysis of noise monitor data from permanent noise monitors located in Arlington and Montgomery Counties (aircraft noise levels before/after Metroplex).

***NOTE-** Review of documentation and analysis of flight track data assumes availability of and access to such reports and data. The Contractor will make every effort to obtain copies of pertinent materials and data. Free data sources include the FAA, MWAA and the CWG. Other sources may incur additional expense, which would then have to be offset within the project scope of work, at the discretion of the Arlington and Montgomery Project Managers.*

Component I Deliverables:

1. A written comprehensive assessment of the history of air traffic patterns north of DCA to identify the evolution of air traffic volume, altitudes, frequency, track density, concentrations of flight paths and any other relevant factors, with a focus on changes associated with the implementation of Metroplex (NextGen/PBN). (Up to 2 drafts with review and revisions)
2. Analysis of the aircraft noise exposure before and after the implementation of Metroplex, showing how the noise impacts have evolved over time and identifying the key factors driving the changes. (Up to 2 drafts with review and revisions)
3. Reports and briefing materials to support community engagement and outreach, to include data visualizations that allow an understanding of the above information by the public. (Up to 2 drafts with review and revisions)

Component II: Identification and Evaluation of Alternatives to Reduce Aircraft Noise

The Contractor will develop and analyze alternatives, including new or modified flight procedures, to reduce the community exposure to aircraft noise.

The analysis of mitigation strategies will include, but not be limited to:

- Community noise exposure levels resulting from select PBN versus legacy flight procedures.
- Historic and current north flow and south flow airport operations split and the costs, benefits and feasibility of a 50/50 balance between north flow and south flow.
- Preferential and rotational runway use programs.
- Flight procedure designs to minimize/avoid overflight of residential and noise-sensitive areas.
- Opportunities to reduce concentration of low-altitude operations over residential areas.
- The merits of the current MWAA-stated goal of “maximizing flight time over water” as a means of achieving noise reduction and mitigation, relative to other alternatives.
- Track and waypoint adjustments along departure and arrival procedures, including the north-flow departure procedures.
- Noise tradeoffs of altitude and thrust, climb rate and speed.

- Analysis of the opportunities for noise reduction associated with optimized departures and optimized profile descents.
- The feasibility of raising altitudes on arrival procedures and the potential noise impacts along the arrival corridor.
- The feasibility of re-creating dispersion along a departure and/or arrival corridor utilizing one runway.
- Identification of refinements to existing procedures to minimize overflight of noise-sensitive areas and, where able, maximize overflight non noise-sensitive areas such as major bodies of water, industrial areas, etc.

Component II Deliverables:

1. Written report of the results of the above analysis of mitigation strategies. (Up to 2 drafts with review and revisions)
2. Supplemental reports and briefing materials to support community engagement and outreach, to include data visualizations that allow an understanding of the above information by the public. (Up to 2 drafts with review and revisions)

Component III: Community Engagement

To gain regional support for any identified alternatives, it is important for communities to understand the noise impacts and benefits. Achieving this understanding and developing community and regional consensus for how to address the aircraft noise problem north of the airport is a necessity and will require early and consistent community engagement.

All members of the ABCx2 team recognize the value of community outreach and engagement throughout the process. Community input, and ultimately buy-in, will be critical to a successful outcome.

The Contractor will play a central role in community engagement by developing and maintaining a project website, which will also engage the project team and Arlington and Montgomery officials. As the project progresses, the website will be used to demonstrate potential mitigation alternatives, including notional flight procedures, and provide the opportunity for residents to ask questions and to provide input.

The Contractor will also play a role in community workshops, public forums, creating content for the Counties' social media channels and other engagement tools to maintain ongoing communications with the community.

Public meetings throughout the project cycle. The Contractor will produce meeting content, attend and present at meetings, engage with community members and provide meeting notes to the Counties for County staff to compile into meeting summaries. At least one member of the Contractor's team attending these meetings must be locally based. Public meetings will include the following:

- Project Kick-Off: Conduct an initial public workshop (up to 2 hours) to provide the community with an overview of the project and to solicit public input.

- Completion of Component I: Conduct a second public workshop (up to 2 hours) to include briefing on the findings from Component 1 activities, including the results of the Baseline Assessment. Solicit input from the public as to initial findings and next steps in the project.
- Completion of Component II: Conduct a third public workshop (up to 2 hours) to include briefing on any flight procedure changes and other alternatives identified to reduce aircraft noise impacts. Request public feedback and, if necessary, modify alternatives presented.
- If necessary, as determined by the Counties: Conduct an additional Component II Workshop (up to 2 hours) to present modified alternatives based upon feedback from the previous workshop. (Included in price)
- Up to two (2) briefings for elected officials of the Counties, as determined by the Counties.

Component III Deliverables:

1. Project website, as described above.
2. Social media support utilizing existing accounts for both Counties.
3. Up to six (6) briefings for the public and elected officials of the Counties, as detailed above, including any presentation materials, which will also to be posted on the project website.

Component IV: Advocacy and Implementation Assistance

The Contractor will work closely with the Counties' Community Working Group ("CWG") delegations to ensure that the delegations are equipped to engage with the Federal Aviation Administration ("FAA") on matters under consideration by the CWG and proposal details. The Contractor will work with the FAA during the Performance Based Navigation Implementation Process, as detailed in the deliverables below.

ABCx2 air traffic and airspace experts will attend meetings with the FAA to discuss flight procedures developed during Component II, as well as the North of Airport Committee of the CWG ("NOA") meetings and CWG meetings as required to provide study updates and findings and to help craft NOA and CWG recommendations for the flight procedures developed during Component II efforts.

Component IV Deliverables:

1. Meetings (up to 2 hours) with staff from the DCA Air Traffic Control Tower, Potomac TRACON, DCA Metroplex Team, PBN Design Team, NATCA, and others, in support of development of mitigation strategies, including airspace changes such as SIDs, STARs, approaches and waypoint locations. (Anticipate 1 Subject Matter Expert (SME) for up to 3 meetings)
2. Attend meetings (up to 2 hours) with FAA during PBN implementation process (see FAA JO 7100.41A²). (Anticipate 1 SME for up to 3 meetings)

² FAA Order covering the PBN implementation process. See URL below:

3. Consult via teleconference (1 hour) with Montgomery County and/or Arlington County CWG representatives. (Up to 10 teleconferences with up to 2 SMEs each)
4. Attend meetings (up to 2 hours) of NOA Committee via teleconference. (Anticipate up to 2 SMEs for 16 meetings). In person meeting attendance may be required, at the discretion of the Counties.
5. On-call to attend CWG meetings (up to 2 hours) where a vote is scheduled on flight procedures developed by the Contractor. (Anticipate 1 SME for up to 3 meetings)
6. Meeting summaries for meetings with the FAA to be provided within 10 business days. (Up to 2 drafts with review and revisions)
7. Provide language to the Counties in writing for distribution to NOA and CWG concerning recommendations for airspace & procedure changes. (Up to 2 drafts with review and revisions)

Travel and Teleconferences

The cost of travel will be approximately \$2,500/person/trip. This allows for a total of 15 trips to the D.C. area during the project. The goal is to schedule multiple on-site meetings for each trip, allowing for maximum in-person attendance at meetings. ABCx2 will work with the Counties to ensure optimal use of the available travel budget to attend meetings. ABCx2 will collaborate with the Counties to choose which meetings must be attended in person and which specific SMEs will be required to attend each meeting. The travel budget covers out-of-town SMEs to attend, as necessary, the meetings required in Components III & IV.

Additionally, ABCx2 SMEs will be available for up to 26 teleconferences during the project.

**EXHIBIT B
CONTRACT PRICING**

Labor Categories	Hourly Rate
ABCx2	\$250
Vianair	\$350
LGN	\$200

Component I: Analysis of DCA Noise and Operations Data- History and Existing Conditions. Estimated Number of Weeks: 26 Weeks							Proposed Cost
	ABCx2	Vianair	LGN				
Written Comprehensive Assessment of DCA Flight Operations Over Time	\$20,000	\$0	\$0				\$20,000
Analysis of Aircraft Noise Impacts of Traffic and Evolution 2014 & 2019	\$20,000	\$0	\$0				\$20,000
Data Visualizations	\$10,000						\$10,000
COMPONENT I TOTAL PROPOSED COST							\$50,000
Component II: Identification and Evaluation of Alternatives to Reduce Aircraft Noise. Estimated Number of Weeks: 26 Weeks							Proposed Cost
	ABCx2	Vianair	LGN				
Written Report Documenting Analysis of Mitigation Strategies	\$0	\$60,000	\$0				\$60,000
COMPONENT II TOTAL PROPOSED COST						*Price includes travel	\$60,000*

Components III: Community Engagement. Estimated Number of Weeks: 52 Weeks							Proposed Cost
	ABCx2	Vianair	LGN				
Website Hosted on Contractor's Domain/Social Media	\$0	\$0	\$40,000				\$40,000
Briefings to public and elected officials of the Counties	\$2,000	\$0	\$10,000				\$12,000
Attend Component III Workshops (Up to 2 Subject Matter Experts (SMEs) for 2 hours per Workshop))	\$18,000	\$0	\$0				\$18,000*
COMPONENT III TOTAL PROPOSED COST			*Price includes travel				\$70,000*
Component IV: Advocacy and Implementation Assistance. Estimated Number of Weeks:52 Weeks							Proposed Cost
	ABCx2	Vianair	LGN				
Meetings with FAA TRACON staff during development of mitigation strategies (Up to 3 meetings)	\$9,000	\$0	\$0				\$9,000
Attendance at meetings with FAA during PBN implementation process (3 meetings anticipated)	\$9,000	\$0	\$0				\$9,000
Consult via teleconferences with Montgomery County and Arlington County CWG representatives in development and analysis of mitigation strategies	\$5,000	\$0	\$0				\$5,000
Attendance at NOA Meetings (16 meetings/telcons anticipated)	\$16,000		\$0				\$16,000

On-call Attendance at CWG meetings where vote is schedule on flight procedures developed by Contractor (3 meetings anticipated)	\$9,000	\$0	\$0				\$9,000
Meeting Prep & Summaries: All Meetings	\$18,000	\$0	\$0				\$18,000
Language for NOA and CWG recommendation of new procedures	\$4,000	\$0	\$0				\$4,000
COMPONENT IV TOTAL PROPOSED COST						*Price includes travel	\$70,000*

TOTAL PROJECTED COST OF COMPONENTS I-IV: \$250,000.00

OPTIONAL AND ADDITIONAL SERVICES IF REQUESTED

ITEM DESCRIPTION	Proposed Cost
Additional In-Person Presentations/Meetings (All Components): ABCx2 Vianair LGN	\$250/hr/person \$350/hr/person \$200/hr/person
Additional Teleconferences (All Components): ABCx2 Vianair LGN	\$250/hr/person \$350/hr/person \$200/hr/person
Survey of area Residents on Aircraft Noise, if recommended by Contractor and approved by Clients: ABCx2 LGN	\$250/hr \$200/hr
Additional Travel for out of town SMEs	\$2,500/person/trip
Additional Analysis under Component 1 and/or 2: ABCx2 Vianair	\$250/hr \$350/hr