

# **Armstrong**

*Forensic Laboratory, Inc.*



## *Statement of Qualifications*

May 24, 2017

*Providing a World of Services*

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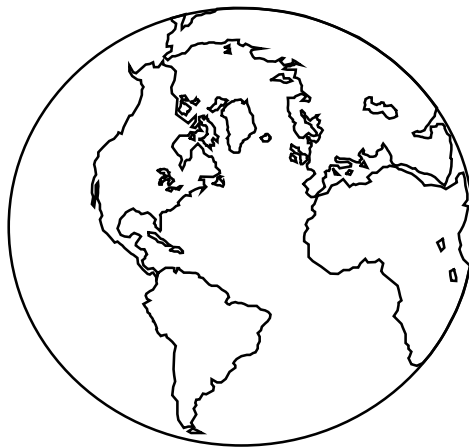
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## **Section 1.0**

### **Introduction**



*Armstrong Forensic Laboratory, Inc.* (Armstrong) is a full service, multi-disciplinary analytical laboratory located in the heart of the Dallas/Fort Worth Metroplex. Armstrong is focused on providing quality Client response and service. Armstrong's expertise is in comprehensive, analytical laboratory services that centers on accurate results. Analyses performed by Armstrong assist Clients in evaluating the following issues:

- Industrial Hygiene Assessment
- Environmental/Hazardous Waste Monitoring
- Fuel Identification and Source Crossmatching
- Controlled Substance
- Trace Evidence Fire Debris Analysis
- Trace Evidence Analysis of Unknowns
- Failure Cause Analysis
- Water Damage and Mold Assessments
- Indoor Air Quality Assessment
- General Chemical Analysis
- Toy Testing/ Children's Products
- Paint Transfers/Fibers
- Chinese Drywall
- Soot and Char

Armstrong staffs qualified scientists fully equipped to perform a wide range of analyses and specialty services on a time-sensitive basis. In addition, Armstrong's consultants are available with court-ready data to offer expert witness testimony in all areas supported by the Laboratory. Both the civilian and criminal courts throughout the United States rely on Armstrong's years of experience interpreting and presenting data and conclusions. Sample handling policies (sample receipt, chain-of-custody, control, and disposition) are able to withstand the scrutiny of any courtroom. Armstrong is capable of providing field support and sample collection in all service areas. Armstrong is one of the few full service laboratories in the country that participates in emergency response actions.

More than 30 years of service to private industries and government agencies structures Armstrong's excellent reputation in the areas of industrial hygiene, environmental analysis, and fire chemistry. Armstrong holds accreditations from four international ISO/IEC organizations as well as State and Federal licensures.

The State of Texas certifies Armstrong as a Woman-Owned Business Enterprise (WBE) and a Historically Underutilized Business (HUB).

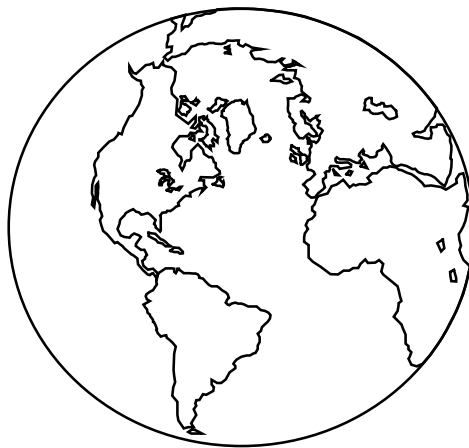
In addition to the laboratory and consultation services provided, Armstrong has expanded their client support services to include:

- Technical support for industrial hygiene and environmental monitoring protocols
- Technical support for Hazardous Waste Sites
- Indoor Air Quality and/or Sick Building Syndrome Inspections
- Technical support for Asbestos and Lead-Based Paint Inspection and/or Abatement Projects
- Food Chemistry



## Section 2.0

# Experience



*Armstrong Forensic Laboratory, Inc.* is a multi-disciplinary, full service analytical laboratory that performs testing in Forensic Chemistry, including fire Origin and Cause investigation; Chemistry analyses for Environmental and Industrial Hygiene monitoring; Microbiological monitoring; and Health and Safety Services. Armstrong treats every case with the same individualized attention. Since no problem is insignificant, each problem demands a solution. Armstrong can provide those needed facts to find that solution.

### **Forensic Chemistry**

Armstrong Forensic Laboratory, Inc. specializes in the recovery and identification of ignitable liquids used as accelerants under the supervision of Dr. Andrew T. Armstrong. Dr. Armstrong is a member of the American Society of Testing Materials E-30 Committee that is currently outlining the requirements for laboratory identification of ignitable liquids by Gas Chromatography/Mass Spectrometer. In addition, he is a Fellow of the American Board of Criminalistics, a Fellow of the American Institute of Chemists and a Fellow of the American Academy of Forensic Sciences. Dr. Armstrong's expertise frequently results in requests as a consultant and lecturer across the country.

It is Armstrong's intent to give the Client the most accurate chemistry possible. The highest standards are in use regarding care, custody and control, and if needed, storage of evidence. All reports are court qualified and supported by expert testimony as required. Such areas of expertise are:

- Fire and Explosion Investigation*
- Failure Cause Analysis*
- General Chemical Analysis*
- Product validation (compliance with industry standards)*
- Tampering (foreign object identification)*
- Chemical contamination*
- Supply validation*

### **Industrial Hygiene**

*Armstrong Forensic Laboratory, Inc.* has continuously maintained its industrial hygiene laboratory (AIHA) accreditation since 1988 adding (AIHA) environmental lead (ELLAP) accreditation in 1995. Armstrong has become highly skilled in performing the analyses required for industrial hygiene assessments with state-of-the-art instrumentation and approved methodology. Analyses for air and bulk samples include:

#### ***Atomic Absorption (AA) and Inductively Coupled Plasma (ICP)***

- Metals by AA & ICP
- Metals by Graphite Furnace
- Mercury by Cold Vapor
- Metals Scans by ICP

#### ***Gas Chromatography (GC)***

- Routine and non-routine organics (Standard aromatic & aliphatic hydrocarbons, alcohols, ketones, esters, chlorinated hydrocarbons and phenols)
- Sorbent tubes, passive dosimeters and bulk samples.

***Gas Chromatography/Mass Spectrometry (GC/MS)***

- Identification of Unknown Organics
- Confirmation for GC Analyses
- Indoor Air Quality Target Lists
- Pesticides & Herbicides
- Polynuclear Aromatic Hydrocarbons (PAH's)
- Summa Canister Set-up

***Gravimetric***

- Nuisance Dust
- Respirable Dust
- Total Dust
- Welding Fume

***High Performance Liquid Chromatography (HPLC)***

- Aldehydes
- Isocyanates
- Phenols
- Polynuclear Aromatic Hydrocarbons (PAH's)

***Ion Chromatography (IC)***

- Amines
- Anions/Cations
- Hydrogen Sulfide
- Inorganic Acid Scans
- Sulfur Dioxide

***Microscopy***

- Forensic Examinations
- Fiber Identification
- Particle Sizing and Count
- Mycology

***X-Ray Diffraction***

- Air and Bulk Silica Samples
- Characteristics and Identification of unknown mixtures

All methods utilized for industrial hygiene analyses are NIOSH, OSHA or EPA procedures. In addition, Armstrong provides method development and modification when required.

**Microbiological Services**

Armstrong's diversified services include sampling and analysis of indoor environments for viable and non-viable bioaerosols and identification of biological sources of indoor air quality (IAQ) problems that includes fungi (molds/yeast) and bacteria. Listings of successful projects

**Quality Assurance** **Section 3**

reflect Armstrong's ability to approach a wide variety of challenging environmental concerns using current industry practices and good laboratory practices.

Over the years, Armstrong has built a diverse clientele and works routinely to solve a wide range of potential and actual problems involving indoor air quality. Armstrong's combined field and laboratory experience provides solutions to unique situations.

Food testing services are also included in the Armstrong's diversified testing capabilities. Experienced and knowledgeable technical staff can perform food pathogen screening and confirmation. Such examples would be: *Clostridium perfringens*, *Escherichia coli* 0157:H7, *Listeria* confirmation to species, *Salmonella* and *Staphylococcus aureus* by MPN or Plate Method.

**Environmental**

Armstrong performs water, soil and hazardous waste analyses in support of Superfund sites, government agencies' requirements and private industries. Armstrong provides services to municipal and wastewater plants to meet their regulatory requirements. Industrial clients, engineering firms and consultants utilize Armstrong to characterize waste from various sources. The USEPA acknowledges *Armstrong Forensic Laboratory, Inc.* as an environmental laboratory. Armstrong is certified by the Texas Commission on Environmental Quality (TCEQ). Armstrong has become highly skilled in performing analyses require with state-of-the-art instrumentation and approved methodology. Environmental analytical services include:

***Petroleum Storage Tank Services***

- EP-TOX (Extraction Procedure Toxicity Test Method)
- BTEX (Benzene, Toluene, Ethyl benzene, Xylene)
- RCRA Metals
- TCLP Extraction (Toxicity Characteristic Leaching Process)
- Total Organic Halogens
- Total Petroleum Hydrocarbon

***Wastewater Handling***

- BOD (Biochemical Oxygen Demand)
- CBOD (Carbonaceous Biochemical Oxygen Demand)
- COD (Chemical Oxygen Demand)
- Conductance
- Nitrates
- Hexane Extractable Materials
- TKN (Total Kjeldahl Nitrogen)
- TSS (Total Suspended Solids)
- Total Toxic Organics

***Stormwater Runoff Analyses***

- Chlorinated Pesticides
- Cyanide and Phenols
- Orthophosphate



**Quality Assurance**

**Section 3**

Priority Pollutant Metals  
Semi-Volatile Organic Compounds  
Total Organic Carbon  
Total Residual Chlorine  
Volatile Organic Compounds

***National Primary & Secondary Drinking Water Standards, 40CFR141 & 40CFR143***

Alkalinity  
Anions (Nitrate, Nitrite, Fluoride)  
Coliforms  
Corrosivity/pH  
Herbicides  
Metals  
Pesticides  
TDS (Total Dissolved Solids)  
Trihalomethanes  
Turbidity

***Air***

Lead  
TSP (Total Suspended Particulate)

All methods utilized for environmental analyses are EPA and TCEQ approved procedures. In addition, Armstrong provides method development and modification when required.

**Health and Safety Services**

Armstrong has provided OSHA Compliance support in several areas for over 20 years. A Certified Industrial Hygienist on staff at Armstrong provides Clients detailed and comprehensive support. Armstrong has experience in the general practice of industrial hygiene with specific experience with DOD contractors, hazardous waste site and field support for emergency response teams and Cause & Origin Investigators. Armstrong is capable of providing technical support in OSHA compliance and all related areas: Health and Safety Program Development and/or Review; Health and Safety Training Development and/or Presentation; Air Monitoring Program Development and/or Technical Support; and On-site Support and Expert Witness Testimony. Below is a list of topics available at Armstrong.

***Program Development/Review***

Injury and Illness Prevention  
HazWOpER  
Health and Safety Plans  
Respiratory Protection  
Confined Space Entry

## **Section 3.0**

# **Quality Assurance**



### **Laboratory Quality Assurance Quality Control**

The Quality Assurance Quality Control Program (QAQC) provides verification that data generated from the lab are accurate and reliable. All levels of laboratory personnel from technicians to the management staff adhere to this program.

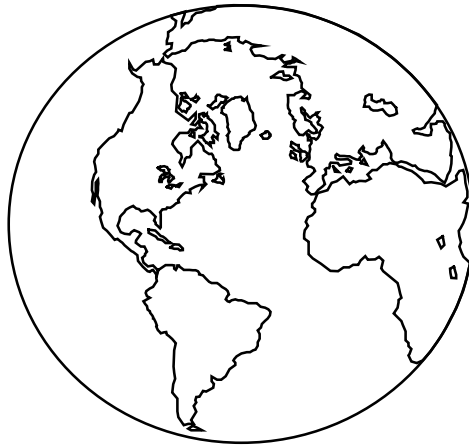
The Quality Assurance Director continually monitors the QA/QC System with the Laboratory Director approving any changes or updates. Both the Laboratory Director and the Quality Assurance Director must sign off on changes resulting in immediate implementation. The annual December audit reviews manuals, methods and processes. The President of *Armstrong Forensic Laboratory, Inc.* receives a written report of that audit's findings. Twice a year the Quality Assurance Director conducts an internal sample performance evaluation using blind samples. The Laboratory Director receives a written report of those results.

Monthly meetings between the President and Quality Assurance Director ensure open communication concerning quality control issues. The Laboratory Director receives weekly verbal reports on quality control; yet, immediate notification of any problems as they occur. The instrument operator makes daily reports on instrument conditions to management.

Armstrong's QA/QC Program begins with its qualified personnel and commitment to reliable, defensible results. Approved methodology and written standard operating procedures direct the analyses performed. Armstrong personnel perform daily instrument checks with all maintenance recorded. Reagents are ACS grade or better and standards are NIST certified or traceable. The design of the QA/QC program at Armstrong provides verification that data generated by the laboratory are accurate, reliable and defensible.

## Section 4.0

# Accreditations/Certifications



International Accreditations:

- \* American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) – *International*: Certificate Number ALI-037-T
  - Controlled Substance
  - Trace Evidence Fire Debris
  - Trace Evidence Analysis of Unknowns
- \* American Industrial Hygiene (AIHA): Laboratory Number: 101413
  - Industrial Hygiene Laboratory Accreditation Program (IHLAP)
  - Environmental Lead Proficiency Analytical Program; (ELLAP)
- \* Perry Johnson Laboratory Accreditation, Inc. (PJLA): Accredited to ISO/IEC 17025:2005, Accreditation Number 64631
  - Consumer Products Safety and Information Act (CPSIA)
  - 16 CFR 1303: Metals, including lead, in paint
  - CPSC-CH-E1001-08: Children’s Metal Jewelry and Other Metal Products
  - CPSC-CH-E1002-08: Children’s Non-metal and Plastic Products
  - CPSC-CH-E1003-09: Testing for Lead in paint and other surface coatings
  - ASTM F963 4.3.5.1/EN71-3: Paints and other similar surface materials
  - ASTM F963 4.3.5.2: Toy Substrate Materials
  - CPSC-CH-C1001-09.3 Phthalates
  - 16 CFR 1501 ASTM F963 (Sec 4.6): Small Parts
  - 16 CFR 1500.51/1500.52 ASTM F963 (Sec 8.5-8.12): Use and Abuse
  - 16 CFR 1500.48 ASTM F963 (Sec 4.8-4.11): Sharp Points, Flexibility Nails/Fasteners, Projections, Accessible Points and Wire/Rods
  - 16 CFR 1500.49 ASTM F963 (Sec 4.7): Sharp Edges and Accessible Edges
  - 16 CFR 1610: Flammability Clothing Textiles
  - 16 CFR 1610/ ASTM F963: Flammability Clothing Toys
  - ASTM F963 (sec 4.3.7): Microscopy Evaluation Stuffing Materials
  - ASTM F963 (sec 4.13): Hinge Clearance Force
  - ASTM F963 (sec 4.13): Ventilation Hole Measure Vent
  - ASTM F963 (sec 4.7 & 8.9.1): Seam Strength

National Licensures and Certificates:

- \* U.S. Department of Agriculture Soil Permit: Number P330-12-00337.
- \* U.S. Department of Justice Drug Enforcement Administration Controlled Substance Registration.
- \* U.S. EPA National Lead Laboratory Accreditation Program (NLLAP).
- \* U.S. Food and Drug Administration (FDA) Registered

State Accreditations, Licensures and Certificates:

- \* Texas Commission on Environmental Quality (TCEQ) Accreditation: Certificate Number T104704240-15-9



**Accreditations/Certifications**

**Section 4**

- 40 CFR Part 50 Appendix B: Total Suspended Particulate
- 40 CFR Part 50 Appendix G: Lead
- EPA 160.3: Residue-Total (Total Solids)
- EPA 1664: n-Hexane Extractable Material (HEM) (O&G)
- EPA 200.7: Metals
- EPA 245.1: Mercury
- EPA 300.0: Anions
- EPA 335.4: Total Cyanide
- EPA 350.2: Ammonia as N
- EPA 410.4: Chemical Oxygen Demand (COD)
- EPA 420.1: Total Phenolics
- EPA 6010: Metals
- EPA 624: Volatile Organic Compounds (VOC)
- EPA 625: Semivolatile Organic Compounds (SVOC)
- EPA 7470: Mercury
- EPA 8021: BTEX
- EPA 8081: Pesticides
- EPA 8082: Polychlorinatedbiphenols (PCBs)
- EPA 8260: Volatile Organic Compounds (VOC)
- EPA 8270: Semivolatile Organic Compounds (SVOC)
- EPA 9050: Conductivity
- EPA 9065: Total Phenolics
- SM 2320 B: Alkalinity as CaCO<sub>3</sub>
- SM 2340 B: Total Hardness as CaCO<sub>3</sub>
- SM 2540 B: Residue-Total (Total Solids)
- SM 2540 C: Residue-filterable (TDS)
- SM 2540 D: Residue-nonfilterable (TSS)
- SM 4500 CL G: Total Residual Chlorine
- SM 4500 CN  $\bar{C}$ : Total Cyanide
- SM 4500 CN  $\bar{E}$ : Total Cyanide
- SM 4500 H+B: pH
- SM 4500 NH<sub>3</sub> F: Ammonia as N
- SM 5210 B: Biochemical Oxygen (BOD), Carbonaceous BOD, COD
- SM 5220 D: Chemical Oxygen Demand (COD)
- SM 9222 B: Total Coliforms
- SM 9222 B/ 9222 G: Escherichia Coli (enumeration)
- SM 9222 D: Fecal Coliforms (enumeration)
- TCEQ 1005: Total Petroleum Hydrocarbons (TPH)



**Accreditations/Certifications**

**Section 4**

- EPA 1311: TCLP
- EPA 1312: SPLP
- EPA 7471: Mercury
- EPA 9045: Corrosivity
- \* Texas Forensic Science Commission Accreditation:
  - Controlled Substances
  - Trace Evidence Fire Debris
  - Trace Evidence Analysis of Unknowns
- \* TxDPS Controlled Substance Registration.
- \* TxDPS Permit for Precursor Chemicals and Laboratory Apparatus
- \* Texas Department of State Health Services (TDSHS):
  - Mold Analysis Laboratory: License Number LAB0107.
  - Mold Analysis Company: License Number ACO0180.
- \* State of Texas, Texas Building & Procurement (TBPC) Historically Underutilized Business (HUB): File Number: 05812.
- \* North Central Texas Regional Certification Agency Woman-Owned Business Enterprise (WBE): Certificate #WFWB19074Y0504.
- \* South Central Texas Regional Certification Agency Small, Minority, Women Business Enterprise (SBE/WBE) Program: Certificate #203-08-3350.
- \* Women Business Enterprise National Council: Certificate #2005112542



## **Section 5.0**

# **Policies and Procedures**





## Laboratory Policies and Procedures

### ORGANIZATION

- |                                 |                                      |
|---------------------------------|--------------------------------------|
| • Chairman, Board of Directors: | Kay F. Armstrong, BS MT (ASCP)       |
| • President:                    | Benjamin N. Armstrong, BBA           |
| • Senior Vice President:        | Andrew T. Armstrong, PhD, Fellow ABC |
| • Vice President of Services:   | Marion K. Armstrong, MSPH, MBA, CIH  |
| • Laboratory Director           | Kelly L. Wouters, PhD                |
| • Quality Assurance Director:   | Chelynn A. Washington, BS            |
| • Microbiology Consultant:      | Karen Deiss, BS                      |

### ACCREDITATIONS/CERTIFICATIONS

- American Industrial Hygiene Association (AIHA), Laboratory Number: 101413  
Industrial Hygiene Laboratory Accreditation Program (IHLAP).  
Environmental Lead Laboratory Accreditation Program (ELLAP).
- U.S. Environmental Protection Agency (EPA) National Lead Laboratory Accreditation Program (NLLAP)
- U.S. Department of Agriculture Soil Permit, Number P330-12-00337.
- U.S. Department of Justice Drug Enforcement Administration Controlled Substance Registration.
- Texas Department of Public Safety Controlled Substance Registration.
- Texas Department of State Health Services (TDSHS):
  - Mold Analysis Laboratory LAB0107
  - Mold Analysis Company ACO0180
- State of Texas, Texas Building & Procurement (TBPC) Historically Underutilized Business (HUB), File Number: 05812.
- North Central Texas Regional Certification Agency Woman-Owned Business Enterprise (WBE) Certificate #WFWB19074Y0504
- South Central Texas Regional Certification Agency Small, Minority, Women Business Enterprise (SBE/WBE) Program Certificate #203-08-3350
- FDA Registered

### FIELD EQUIPMENT

Armstrong has a variety of field equipment available for rent. Convenient rental periods of 1-Day, 3-Day, and 5-Day are available (Longer upon request with quotation). Rental terms, conditions, and rates are forwarded upon request.

### TECHNICAL SUPPORT

Technical Support is available Monday through Friday, 9:00 a.m. - 5:00 p.m. After-hours messages and orders, call (817) 275-2691. For disaster level emergencies, call (817) 821-2461, 24 hours.

### MAILING ADDRESS

Armstrong Forensic Laboratory, Inc.	Voice:	(817) 275-2691
330 Loch'n Green Trail	Fax:	(817) 275-1883
Arlington, Texas 76012	Email:	AFLab@AFLab.com
	Web:	www.AFLab.com

## ARMSTRONG FORENSIC LABORATORY, INC. GENERAL TERMS AND CONDITIONS FOR SERVICES

1. **Scope of SERVICES:** *Armstrong Forensic Laboratory, Inc.* "ARMSTRONG" shall perform such SERVICES as specifically requested by the CLIENT and which ARMSTRONG accepts. "SERVICES" mean the specific analytical, investigative or other SERVICES performed by ARMSTRONG as set forth in ARMSTRONG'S Proposal, Quote, Contract or the Client's submitted Chain of Custody (COC). "CLIENT" refers to the person or business entity, authorizing the SERVICES. The ordering of SERVICES from ARMSTRONG, or the reliance of ARMSTRONG'S SERVICES, shall constitute acceptance of ARMSTRONG'S General Terms and Conditions for SERVICES applicable at time of that agreement, regardless of any previously issued document. Submission of a COC is the equivalent of a contract for SERVICES. Authorization of SERVICES through one of the listed methods will identify the Signatory as the responsible party for purposes of establishing ARMSTRONG'S CLIENT, the party to receive laboratory reports, the party responsible for invoicing, as well as information related to confidentiality and conflict of interest.
2. **Proposals, Quotes and Contracts:** ARMSTRONG is often requested to provide an estimate of cost for SERVICES. These estimates will be provided based on ARMSTRONG'S understanding of the CLIENT'S request and ARMSTRONG'S professional judgment with the understanding that the estimate or quote is not a maximum or fixed-fee quotation. Certain well-defined SERVICES (e.g., specific analytical tests) allow for a fixed-fee quote to be provided. It is ARMSTRONG'S policy that such fixed-fee quotes are limited to analytical services only and do not include any data interpretation or consultation time.
3. **CLIENT'S Duty to Notify ARMSTRONG:** All parties agree that Safety is of paramount importance. Any information available to the CLIENT concerning the proper handling or the dangerous content of samples submitted to ARMSTRONG will be provided to ARMSTRONG in a most urgent manner, to include being provided to ARMSTRONG prior to sample submission.
4. **Quality Assurance:** ARMSTRONG warrants that it will provide analytical testing and related SERVICES in the highest standards as specified in ARMSTRONG'S Policies and Procedures Program. Internal quality control procedures are in place and acceptability criteria have been established for routine analyses. ARMSTRONG does not warrant that analytical or consulting SERVICES provided can or will resolve all questions or concerns of the CLIENT.
5. **Regulatory Requirements:** ARMSTRONG will provide analytical SERVICES utilizing methods appropriate to meet the CLIENT'S specific regulatory requirements as ARMSTRONG is made aware of such requirements. Otherwise, ARMSTRONG will provide analytical SERVICES utilizing guidelines most appropriate for the specifications as understood by ARMSTRONG in accordance with ARMSTRONG'S Policies and Procedures Program.
6. **Field Sampling and Assessments:** The CLIENT shall provide a clear Scope of SERVICES from which ARMSTRONG will base its field sampling and site assessment recommendations. CLIENT shall be responsible for all samples and assessments of the site, materials and SERVICES performed by others to be timely and properly performed in accordance with the plans, specifications and contract documents as specified by ARMSTRONG'S recommendations.
7. **Third Party Reliance:** Nothing under these General Terms and Conditions for SERVICES, any Proposal, Contract or Quote shall be construed to give any other rights or benefits in this document to anyone other than the CLIENT. All duties and responsibilities undertaken will be for the sole and exclusive benefit of the CLIENT.
8. **Confidentiality:** ARMSTRONG'S policy on confidentiality reflects our understanding that information concerning the CLIENT'S company, samples, analyses, and results are the sole property of the CLIENT. This information is held in strictest confidence. ARMSTRONG will release reports or case information only to the CLIENT or authorized agent of CLIENT.
9. **Conflicts of Interest:** ARMSTRONG provides routine, as well as specialized, SERVICES for many companies, organizations and individuals in a variety of matters. As such, ARMSTRONG must retain the right to represent such CLIENTS in the future, but every reasonable effort shall be made to avoid conflicts of interest on any specific matter. ARMSTRONG'S SERVICES will be conducted in a professional manner and each specific project will be kept separate from all other work done. The submittal of samples for analytical SERVICES shall not prohibit ARMSTRONG from providing consulting SERVICES to other parties for the same matter. ARMSTRONG'S confidentiality policy shall remain in place.
10. **Responsibility:** ARMSTRONG'S SERVICES shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of on-site remediation or reconstruction. ARMSTRONG shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare, unless specifically listed in the Project's Scope of Work. ARMSTRONG does not accept the responsibility for actions outside of ARMSTRONG'S direct control. ARMSTRONG is not a construction contractor or remediator. In the event of lost or damaged samples, valuation of said samples, for purposes of reimbursement, will be the cost of the media or sample container only.

## GENERAL TERMS AND CONDITIONS FOR SERVICES (CONTINUED)

11. **Turn Around Time:** One (1) Working Day shall be defined as Monday through Friday, 8:00 am - 5:00 pm, excluding national and state holidays. Standard turn around time (TAT) for routine analytical work shall be measured from the date of receipt for samples received before 2:00 pm (CST). Samples received after 2:00 pm (CST) shall have TAT measured from the next working day. Accelerated TATs may be requested for a surcharge. ARMSTRONG currently has three routine TAT levels to meet our CLIENT'S needs: STANDARD (7-10 working days); RUSH (3-5 working days); and PRIORITY (Dedicated attention during standard working day until the report is issued - typically 24-48 hours but not guaranteed). Actual analytical TATs may be method restrictive. Services requiring extended evening or weekend work, such as EMERGENCY analytical requests, will incur additional Surcharges.
12. **Outside SERVICES:** ARMSTRONG uses a select list of qualified outside laboratories to perform analyses not available in-house, for which ARMSTRONG is not certified/licensed (when required), or in order to meet the CLIENT'S turn around time (TAT). Unless specified by the CLIENT, ARMSTRONG will select outside SERVICES based on accreditation/certification requirements, quality of work, and cost.
13. **Scheduling of SERVICES:** The SERVICES offered by ARMSTRONG will be accomplished in a timely, competent and professional manner. The CLIENT must be aware that some analyses have limited hold times and may require RUSH TATs to meet those requirements. If excessive quantities of samples for similar analyses are submitted over a short period, ARMSTRONG may not be able to complete all analyses within the routine time. ARMSTRONG will make every effort to notify the CLIENT when such delays are anticipated.
14. **Reporting Policy:** All reports that are issued via electronic transmission (e-mail, facsimile, etc) are considered preliminary. Final reports are issued with original signatures and are embossed with the appropriate Laboratory Seal. Reports delivered via e-mail will be encrypted using Adobe® Acrobat® (pdf) format or similar program.
15. **Court and Witness Fees:** Time spent in preparing for deposition or testimony will incur charges according to ARMSTRONG'S current Fee Schedule at the time of occurrence.
16. **Insurance:** A charge of \$50.00 per year per policy will be assessed to the CLIENT in order to be listed as an "Additional Insured" on any insurance policy, payable in advance. This charge will be waived if the CLIENT names ARMSTRONG as "Additional Insured" on CLIENT'S policies and provides this documentation within 30 calendar days of the original request by the CLIENT. As a matter of corporate policy, Waivers of Subrogation is not available.
17. **Retainer and Prepayment:** Certain SERVICES or projects may require a Retainer or Prepayment. The specific terms of such an arrangement, including amount required, disbursement schedule, etc., will be established on a case-by-case basis with full agreement between both ARMSTRONG and the CLIENT.
18. **Payment:** CLIENTS are required to pay at the time SERVICES are requested. Invoicing with reports and/or credit is available for CLIENTS with an acceptable credit history and an ongoing relationship with ARMSTRONG. CLIENTS with an unacceptable credit history or who have had issues regarding timely payment will be considered "Cash Only" until such issues are successfully resolved. All invoices issued are due and payable upon receipt by the CLIENT. Invoices will be considered Past Due after 30 days from the Invoice Date. Finance charges of 1.5% per month may be applied to any past due accounts. If an invoice is submitted to a collection agency, all costs and legal fees associated with its collection, to the extent allowed by law, will be added to the total final amount due. Excessive concentrations or sample matrices that require specialized consideration may incur additional surcharges.
19. **Failure to Pay:** Failure to pay for SERVICES will render the project file the property of ARMSTRONG and will release ARMSTRONG from any CLIENT relationship regarding those SERVICES. Failure to pay for any part of an invoice will result in the automatic release of ARMSTRONG from the project as well as any potential conflicts of interest for ARMSTRONG working with future CLIENTS related to the same matter. ARMSTRONG will retain ownership and control of the file, all information, documentation, samples, evidence, work product and all other related materials. No information will be released to the CLIENT, or their representative, until payment of all invoices and resulting penalties has been settled.
20. **Dispute Resolution:** Given ARMSTRONG'S ongoing relationship with its CLIENTS, and based on our experience, we anticipate that all disputes will be resolved amicably. In the event of any dispute or controversy, regarding or arising out of the services performed by ARMSTRONG and including disputes related to billing and/or invoicing, it is agreed that the same shall be subject to mediation before a mutually agreeable mediator, or one appointed by the American Arbitration Association "AAA", if agreement cannot be reached. All unresolved disputes shall be subject to binding arbitration in Arlington, Texas. The arbitration shall be administered by the Dallas office of the AAA in accordance with its then current rules and procedures.

## GENERAL TERMS AND CONDITIONS FOR SERVICES (CONTINUED)

21. Sample Retention/Disposal: Samples will be disposed of in accordance with ARMSTRONG'S Policies and Procedures Program. Any samples or materials submitted to ARMSTRONG, which have a detectable amount of "acutely" hazardous waste will remain the property and the responsibility of the CLIENT and as such will be returned to the CLIENT at the CLIENT'S expense.
22. Documentation Retention: All documents associated with a specific Case File will be maintained in accordance with ARMSTRONG'S Policies and Procedures Program. These procedures currently meet or exceed the applicable requirements of ARMSTRONG'S accrediting agencies.
23. Termination of SERVICES: The CLIENT or ARMSTRONG may request to terminate SERVICES at any time. In the event of Termination of SERVICES, CLIENT will be invoiced for all SERVICES initiated or completed up to the date of written notification of termination. Upon termination of SERVICES, and payment of all invoices related to those SERVICES, all work product accumulated during the course of ARMSTRONG'S work with the CLIENT will be available to the CLIENT for the period of time noted in ARMSTRONG'S Policies and Procedures Program.
24. Choice of Law: These General Terms and Conditions for SERVICES, as well as all SERVICES provided by ARMSTRONG, are performed in Texas and will be construed and interpreted in a manner consistent with the laws of Tarrant County and the State of Texas.