



**"Changing our World One Drop at a Time"  
Waterford Waterway Management District**

Special Board of Commissioners Meeting Minutes  
May 17, 2018

1. Chairman Barb Baron called the meeting to order at 6:00 PM at the Waterford Town Hall, Waterford, WI. Additional commissioners present were Don Baron, Dave Spurlock, Paul Kling, Dave Spurlock, and Gary Bluemel. Mike Waghorn was absent and Margaret Shoptaw called in.
2. New Business – Discussion and possible action on:
  - a. Motion by Paul Kling and 2<sup>nd</sup> by Dave Spurlock: approve up to \$8,000 for Graef to run tests of the sediment, to determine if it is feasible to remove nitrogen (NH<sub>3</sub>) by various methods, per the attached memorandum. Vote 6 yes and 0 no.
  - b. Motion by Dave Spurlock and 2<sup>nd</sup> by Don Baron: “approve up to \$7,000 for outreach campaign of mailings to identify and secure agricultural disposal sites. Vote 6 yes and 0 no.
3. Adjournment by unanimous consent

Respectfully Submitted,

Gary Bluemel - WWMD Secretary

TestAmerica Pittsburgh  
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May 08, 2018

Mr. Brian Schneider  
GRAEF  
125 South 84th Street, Suite 401  
Milwaukee, WI 53214-1470  
brian.schneider@graef-usa.com  
Tel: (414) 2669284

Subject: Sediment Treatment Test  
TestAmerica Quote Number: 18018768

Dear Mr. Brian Schneider:

We appreciate the opportunity to provide your company with a quotation for analytical services in support of your **Sediment Treatment Test** project.

TestAmerica Pittsburgh is one of TestAmerica's six Sediment and Tissue Laboratory Centers of Excellence. TestAmerica Pittsburgh participated in the development of, and has implemented 'Programmatic Minimum Standards' for sediment and tissue projects to address the sample handling and matrix concerns inherent to these projects. Our 'Minimum Standards' systematically address TestAmerica sediment and tissue laboratories processes for consistent handling of samples with very high moisture content, sample pre-treatment, and the use of organic cleanup procedures. As a dedicated sediment laboratory, we are also able to offer the support of experienced, senior sediment project managers.

TestAmerica typically employs low level methodologies in an attempt to reach project required detection limits and to overcome high moisture corrections associated with sediment. In some instances we have suggested alternative methods or more recent updates.

In the event that this project falls under DoD oversight, please note that sediment analyses will be performed in accordance with the laboratory's Quality Manual and Standard Operating Procedures, and not per the DoD's QSM protocols.

**Please note, the reporting and method detection limits have been included. For sediment, these limits will be increased due to the impact of the percent moisture in the samples and laboratory reporting all sediment data on a dry weight basis. Also, the limits can be increased due to any dilutions which may be required in response to high concentrations of target and or non-target compounds.**

**The quote is broken down into the different steps of the procedure given on April 30th, 2018.**

**TestAmerica will require 10 liters of River water and 1 gallon of sediment. All analytical will be completed by TestAmerica Buffalo, while the actual preparation of the sample will occur in Pittsburgh.**

If the work is awarded to TestAmerica, it is suggested that a project kickoff call be held in order to discuss logistics, and project-specific components critical to program success.

We appreciate your consideration of our services and look forward to a beneficial relationship between our companies. If you have any questions or need additional information, please feel free contact me.

Sincerely,

Carrie Gamber  
Senior Project Manager

TestAmerica Pittsburgh  
301 Alpha Drive  
RIDC Park  
Pittsburgh, PA 15238

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Prepared by Gamber, Carrie L  
Date 4/9/2018  
Expiration Date 7/9/2018  
Est. Start Date

***Project: Sediment Treatment Test***

***Quote Number: 18018768 - 1***

# Needs Approval

TestAmerica Pittsburgh  
 301 Alpha Drive  
 RIDC Park  
 Pittsburgh, PA 15238

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**Project: Sediment Treatment Test** **Quote Number: 18018768 - 1**

**Quote Deliverables**

**Deliverable:** STD Invoice Format Standard Invoice Format  
**Type:** Invoice **TurnAround:** 15\_Days

Company	Locations	Name	Mechanism	Media	Time	Copies
GRAEF	Milwaukee, WI	Geoffrey Parish	Email	Pdf	After Invoice	1
GRAEF	Milwaukee, WI	Mr. Brian Schneider	Email	Pdf	After Invoice	1

**Deliverable:** Std\_Tal\_L4 Standard TAL, Level 4  
**Type:** Report **TurnAround:** 15\_Days

Company	Locations	Name	Mechanism	Media	Time	Copies
GRAEF	GRAEF	Geoffrey Parish	Email	Pdf	After Complete	1
GRAEF	GRAEF	Mr. Brian Schneider	Email	Pdf	After Complete	1

**Deliverable:** Std\_Tal\_Login\_Ack Standard TAL, Login, Checklist, Acknowledgement  
**Type:** SampConf **TurnAround:** 15\_Days

Company	Locations	Name	Mechanism	Media	Time	Copies
GRAEF	GRAEF	Geoffrey Parish	Email	Pdf	After Login	1
GRAEF	GRAEF	Mr. Brian Schneider	Email	Pdf	After Login	1

**Deliverable:** Stnd\_Tal (UDS) TALs, Standard edd  
**Type:** Edd **TurnAround:** 15\_Days

Company	Locations	Name	Mechanism	Media	Time	Copies
GRAEF	GRAEF	Geoffrey Parish	Email	None	After Complete	1
GRAEF	GRAEF	Mr. Brian Schneider	Email	None	After Complete	1

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**Solid Initial**

**TAT: 15\_Days (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	EPA 9045D	pH	1	\$ 10.00	\$ 10.00

**Solid Initial**

**TAT: 1\_Day (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	2540G	Percent Moisture	1	\$ 5.00	\$ 5.00

**Solid Initial**

**TAT: 15\_Days (Business Days) (to be analyzed by Buffalo)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	353.2 (D3987-85)	Nitrogen, Nitrate-Nitrite	1	\$ 20.00	\$ 20.00
Solid	350.1 (D3987-85 - Distill/Ammonia)	Nitrogen, Ammonia	1	\$ 20.00	\$ 20.00
Solid	351.2 (351.2)	Nitrogen, Total Kjeldahl	1	\$ 25.00	\$ 25.00
<b>Total Solid Initial</b>					<b>\$ 80.00</b>

**pH During 4 Hour Mixing**

**TAT: 15\_Days (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	EPA 9040C	pH	35	\$ 10.00	\$ 350.00
<b>Total pH During 4 Hour Mixing</b>					<b>\$ 350.00</b>

**Elutriate Total Analysis**

**TAT: 15\_Days (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	EPA 9040C	pH	25	\$ 10.00	\$ 250.00

**Elutriate Total Analysis**

**TAT: 15\_Days (Business Days) (to be analyzed by Buffalo)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	350.1 (Distill/Ammonia)	Nitrogen, Ammonia	5	\$ 25.00	\$ 125.00
Water	353.2	Nitrogen, Nitrate-Nitrite	5	\$ 20.00	\$ 100.00

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**Elutriate Total Analysis TAT: 15\_Days (Business Days) (to be analyzed by Buffalo)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	351.2 (351.2)	Nitrogen, Total Kjeldahl	5	\$ 25.00	\$ 125.00
<b>Total Elutriate Total Analysis</b>					<b>\$ 600.00</b>

**Solids Analysis After Modified Elutriate Generation TAT: 15\_Days (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	EPA 9045D	pH	5	\$ 10.00	\$ 50.00

**Solids Analysis After Modified Elutriate Generation TAT: 1\_Day (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	2540G	Percent Moisture	5	\$ 5.00	\$ 25.00

**Solids Analysis After Modified Elutriate Generation TAT: 15\_Days (Business Days) (to be analyzed by Buffalo)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	350.1 (D3987-85 - Distill/Ammonia)	Nitrogen, Ammonia	5	\$ 20.00	\$ 100.00
Solid	353.2 (D3987-85)	Nitrogen, Nitrate-Nitrite	5	\$ 20.00	\$ 100.00
Solid	351.2 (351.2)	Nitrogen, Total Kjeldahl	5	\$ 25.00	\$ 125.00
<b>Total Solids Analysis After Modified Elutriate Generation</b>					<b>\$ 400.00</b>

**Solid Samples After 24 Hour Quiescent Settling TAT: 15\_Days (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	EPA 9040C (1313)	pH	2	\$ 10.00	\$ 20.00

**Solid Samples After 24 Hour Quiescent Settling TAT: 1\_Day (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	2540G	Percent Moisture	2	\$ 5.00	\$ 10.00

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**Solid Samples After 24 Hour Quiescent Settling TAT: 15\_Days (Business Days) (to be analyzed by Buffalo)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	350.1 (D3987-85 - Distill/Ammonia)	Nitrogen, Ammonia	2	\$ 20.00	\$ 40.00
Solid	353.2 (D3987-85)	Nitrogen, Nitrate-Nitrite	2	\$ 20.00	\$ 40.00
Solid	351.2 (351.2)	Nitrogen, Total Kjeldahl	2	\$ 25.00	\$ 50.00
<b>Total Solid Samples After 24 Hour Quiescent Settling</b>					<b>\$ 160.00</b>

**River Water TAT: 15\_Days (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	EPA 9040C	pH	1	\$ 10.00	\$ 10.00

**River Water TAT: 15\_Days (Business Days) (to be analyzed by Buffalo)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	350.1 (Distill/Ammonia)	Nitrogen, Ammonia	1	\$ 25.00	\$ 25.00
Water	353.2	Nitrogen, Nitrate-Nitrite	1	\$ 20.00	\$ 20.00
<b>Total River Water</b>					<b>\$ 55.00</b>

**Quote Other Charges**

Description	Quantity	Unit Price	Extended Price
Safe and Environmentally Responsible Waste Management (per sample)	1	\$ 2.50	\$ 2.50
Modified Elutraite Generation	5	\$ 200.00	\$ 1,000.00
pH adjustment	4	\$ 100.00	\$ 400.00
4 Hour Vigorous Mixing	5	\$ 195.00	\$ 975.00
<b>Total Other Charge</b>			<b>\$2,377.50</b>

**Total Other Charges \$ 2,377.50**

**Total Analysis Charges \$ 1,645.00**

**Grand Total for Quote 18018768 \$ 4,022.50**

*\*\*Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.*

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## PROJECT DETAILS

### Footnotes

The text for any footnote flags shown on the quote pricing page is shown below:

- No footnotes were included -

### TestAmerica Business Terms & Conditions

#### Confidentiality -

This quote has been prepared by TestAmerica Laboratories, Inc. ("TestAmerica"), solely for the use of the customer to whom it is addressed in evaluating TestAmerica's qualifications and capabilities in connection with a particular project. The user of this document agrees by its acceptance to return it to TestAmerica upon request and not to reproduce, copy, lend, or otherwise disclose its contents, directly or indirectly, and not to use it for any purpose other than that for which it was specifically provided. The user also agrees that where consultants or other outside parties are involved in the evaluation process, access to this document shall not be given to said parties unless those parties also specifically agree to these conditions. In the absence of signed acceptance, submittal of samples will indicate acceptance of this quotation.

#### Terms and Conditions -

This quotation is based solely upon TestAmerica's standard product (routine QA/QC, detection limits, deliverables and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based upon the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to TestAmerica's Terms and Conditions **unless alternative terms have been agreed to in writing**. Submittal of samples will indicate acceptance of this quotation.

#### Quote Expiration -

Pricing listed in the proposal will expire **90 days** from the quote date unless the project is awarded/confirmed within that time period. Unless otherwise set forth in this quotation, TestAmerica reserves the right to re-evaluate pricing for extended length projects on an annual basis.

#### SERWM -

A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.

### PROJECT SETUP

#### Coolers and Sampling Supplies -

- Sampling Supplies: TestAmerica will provide sample containers and coolers to support the sampling of water and soil samples. Extra bottles may be provided (up to 10%) in case of breakage. TestAmerica expects that samples and supplies will be returned to the lab, including empty coolers and a reasonable percentage of the projected sample load - 70% or higher of the expected/quoted sample number. Coolers not received back by the projected deadline or as agreed with the PM may be charged at \$30 per cooler. Similarly, if the sample containers received as samples are less than 90% of the containers provided, the sample containers not received as samples will be charged at a flat rate of \$1 per container.
- Sample Container Shipping: The containers and preservatives required by the project shall



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be delivered via ground transportation. A minimum of **5 business days** advance notice is required in order to achieve shipment by ground transportation. Supply shipments requiring priority delivery due to insufficient lead time for ground transportation shall be charged to the client at TestAmerica's cost. Alternatively, TestAmerica can ship the supplies via carrier of choice by the client using the client's shipping account.

TestAmerica does not supply wet ice or blue ice for shipments. If shipping containers are not returned within 60 days, a charge for the containers will be billed at the current market rate. Please contact your PM for the current charges.

**Courier Services and Sample Pick-Up -**

Courier Services are offered by some TestAmerica facilities. Where offered, the cost of the services will vary based on the distance traveled, the scope of the project being supported, and whether sufficient notice (typically 48 hours) is provided to facilitate efficient scheduling. If no details are described in this quotation and you are interested in learning more about courier options, please contact your Client Relations Manager or Project Manager to inquire about availability and cost.

**Minimum Log-In Charges -**

TestAmerica's minimum charge is **\$100** for a group of samples received together for analysis. Our minimum invoice value is \$100.

**QC Limit Disclaimer -**

The laboratory's reporting limits, detection limits, and control limits are subject to change as these values are updated periodically to reflect analytical sensitivity and capability.

**Turnaround Time -**

- Quoted Turnaround Time - Data will be delivered at the proposed turnaround time in Business Days from Sample Receipt unless otherwise agreed upon. TAT begins the day the laboratory performing analyses receives the samples (day of lab receipt = day zero).

Samples received after 11 AM will be considered received the next business day.

- Expedited Turnaround Time: Expedited turnaround times may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed upon delivery date/time and number of samples. Samples received after 11 AM will be considered received the next business day. Results will be provided via e-mail or TotalAccess by close of business in the lab's time zone unless another time has been agreed to in advance.

Expedited turnaround time surcharges for standard analyses are:

- 5 Business Days TAT = 30%
- 4 Business Days TAT = 45%
- 3 Business Days TAT = 60%
- 2 Business Days TAT = 75%
- 1 Business Day TAT = 100%

Different surcharges may apply for specialty analyses. These will be provided in your quotation. Weekend TAT can be arranged on a project-specific basis at an additional cost. Please contact your PM to inquire about availability and cost.

**PROJECT DELIVERABLES**

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TestAmerica will provide two analytical report formats, a final report in PDF format and a standard TestAmerica EDD. Both electronic report formats will be delivered via email or web portal. If additional formats or retroactive deliverables are requested, costs of report generation will be billable. Charges will be based on labor and materials cost of report generation and data retrieval. Please contact your PM to inquire about availability and the price of additional deliverables.

- Report Format: Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation includes delivery of a Level I or II report. Level III or IV reports are available at an additional charge.
- Electronic Data Deliverable Format: TestAmerica has many EDD formats available to our clients including the most widely used commercial formats. TestAmerica offers data using a standard EDD. Other EDD formats are available for a minimal cost of \$25 per format (if not included as part of the report options listed in the quotation). The development of EDD formats that are not already available, including modification to existing formats to fit client specific needs, can be provided for a fee starting at \$100. Additional fees will be estimated by the lab and approved by the client. Additional programming fees are billed at \$50/hour.

**PROJECT SPECIFICATIONS**

**Cancellation Fee -**

A fee will be charged for cancellation of samples/analyses after a project is received in the laboratory. The fee will be based on the status of analysis at the time of cancellation in accordance with the following categories:

- Received - 35%
- Prepped - 50%
- Analyzed - 95%

**Changes in Scope and Work Revisions -**

Project requirements must be agreed upon prior to sample receipt. Samples will be logged according to the chain of custody received with the samples. Changes after initiation of the project will be subject to additional charges, including labor time required to reset project, communicate changes to laboratory staff, and rework data. Turnaround time will be reset or rush surcharges will be assessed where applicable. Analyses added with less than 1/2 of the analytical hold time remaining will incur rush turnaround charges. Your project manager will evaluate project specific charges at the time a change order is received.

**Held Samples -**

- Held samples not analyzed: Samples submitted on hold will be billed at 35% of the analysis fee (minimum \$10/sample). If samples are later analyzed, the handling fee will be waived and only the analysis price will be charged. Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued, unless alternate archival arrangements are made in advance.
- Extracted/Prepped and Held samples: Samples submitted for prep and hold will be billed at 60% of the analysis fee for each prepped sample (minimum \$30/sample). Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued, unless alternate archival arrangements are made in advance.

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- **Extended archival of samples:** Extended archival of samples (including held samples) may be available for a fee starting at \$2 per container per month (minimum \$10/sample). This fee will be billed in advance on a quarterly basis for every quarter after the standard sample retention time of 30 days after the report is issued. Fees for larger volumes, non-standard matrices or cold storage will be negotiated on a case-by-case basis. Please contact your PM to inquire about availability and pricing for samples that are sent to the lab and archived.

**Matrix Spike/Spike Duplication (MS/MSD) Samples -**

When MS/MSDs are not specifically requested, TestAmerica will strive to perform the required QC using whatever sample is available but will not report the QC results unless the client requests it. The reporting of client requested MS/MSD results will be charged at applicable unit rates. If MS/MSDs are specifically required or requested, the client must provide additional sample volume.

**Multiple Dilutions Analyzed -**

TestAmerica strives to analyze samples without dilution or with the minimum dilution required. Samples are diluted to bring the primary analyte within the calibration range of the instrument, to compensate for matrix co-extractives, or to prevent instrument contamination. TestAmerica will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. If project specific data quality objectives require additional runs, analyses will be billable unless otherwise noted in this quote. Please contact your PM to inquire about the availability of this service for your project.

**Sample Disposal -**

TestAmerica will dispose of non-hazardous samples, sample extracts and digestates 30 days after the final report is issued. Charges for disposal of non-routine or uniquely hazardous samples will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client.

**Special Sample Handling Fees -**

Unit prices assume that samples are a single-phase matrix and that analyses can be performed in accordance with the laboratory's standard analytical procedures. If additional handling is required, additional fees may apply. Examples of special handling include (but are not limited to):

- Matrices requiring additional dilutions or special clean up steps
- Multiphasic samples requiring separate preparations and/or analyses
- Particle size reduction or special sub-sampling procedures
- Extra disposal costs for unique waste streams

**Trip Blanks -**

TestAmerica typically provides trip blanks with our sample kits containing volatile analysis. When samples are received at the laboratory with trip blanks, the lab will analyze, report and charge the unit rate for the analysis. Please add this sample to your chain of custody. If you do not want the trip blank analyzed, please note this on the COC.

**ADDITIONAL BUSINESS TERMS AND CONDITIONS**

**Environmental Management Fee**

If this fee is included in the Other Charges section of the pricing page, a fee equal to the listed percentage of the total invoice amount will be applied to all work done under this quotation. The Fee will appear as a separate line item on each invoice. In the absence of any other firm

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pricing agreements, your sending work to us under this quotation will signify your acceptance of responsibility for payment of the Fee.

**Field Parameters -**

pH, Temperature, and Dissolved Oxygen analyses, along with Residual Chlorine screening, are properly performed and treated in the field at the time of sample collection. Laboratory analysis may result in a holding time exceedance qualifier.

**Network or Subcontract Labs -**

- **Networking:** TestAmerica reserves the right to perform the services at any laboratory in the TestAmerica network, unless the Client has required a particular location for the work.
- **Subcontracting:** TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. TestAmerica will make every effort to notify the client prior to delivering samples to an out-of-network laboratory. TestAmerica will in no way be liable for any subcontracted services (outside the TestAmerica network) except for work performed at laboratories which have been audited and approved by TestAmerica.

**Price Surcharge Due To Sample Volume -**

Unless dictated by contract, this quotation is based on the scope of work defined in the quote request. If the volume of samples submitted is less than 70% of the projected volume, a surcharge of 10% of the total project cost may be assessed.

**Professional and Administrative Services -**

A variety of professional and administrative services are available. Prices for services not specifically detailed in this quotation will be billed in accordance with TestAmerica's Professional Rate Schedule.

**Taxes -**

Where reports are issued in or delivered to a state which assesses sales tax on TestAmerica's services, applicable sales taxes will be added to the invoice as required by law, unless an appropriate sales tax exemption form is on file with TestAmerica.

Rev: 08/25/2015

**VOCs in Soil - 5035 Sampling Supplies**

If compliance with Method SW5035A is required for soil samples, TestAmerica will provide Core N' One™ Samplers, EnCore® Samplers or TerraCore™ Kits. The cost of these devices is not included in the quoted rates for volatile analyses.

- 5 gram Core N' One and EnCore samplers are available at \$10.00 each (three required per sample).
- Disposable Core N' One T Handles are available at \$15 each. TestAmerica does not supply EnCore T-Handles.
- TerraCore Kits are available at \$15.00 per sample.

These supplies are billable at the time of shipment.

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**Solid Initial**

Matrix	Method	Test Description	Analyte	RL	RL	Units
Solid	2540G	Percent Moisture	Percent Moisture	0.100	0.100	%
			Percent Solids	0.100	0.100	%
Solid	EPA 9045D	pH	pH	0.100	0.100	SU
Solid	353.2 (D3987-85)	Nitrogen, Nitrate-Nitrite	Nitrate Nitrite as N	1.00	0.400	mg/Kg
Solid	350.1 (D3987-85 - Distill/Ammonia)	Nitrogen, Ammonia	Ammonia	4.00	2.00	mg/Kg
			Ammonia as NH3	4.88	2.20	mg/Kg
Solid	351.2 (351.2)	Nitrogen, Total Kjeldahl	Total Kjeldahl Nitrogen	4.00	1.74	mg/Kg

**pH During 4 Hour Mixing**

Matrix	Method	Test Description	Analyte	RL	RL	Units
Water	EPA 9040C	pH	pH	0.100	0.100	SU

**Elutriate Total Analysis**

Matrix	Method	Test Description	Analyte	RL	RL	Units
Water	EPA 9040C	pH	pH	0.100	0.100	SU
Water	350.1 (Distill/Ammonia)	Nitrogen, Ammonia	Ammonia	0.200	0.100	mg/L
			Ammonia as NH3	0.240	0.122	mg/L
Water	353.2	Nitrogen, Nitrate-Nitrite	Nitrate Nitrite as N	0.0500	0.0200	mg/L
Water	351.2 (351.2)	Nitrogen, Total Kjeldahl	Total Kjeldahl Nitrogen	0.200	0.150	mg/L

TestAmerica Pittsburgh  
 301 Alpha Drive  
 RIDC Park  
 Pittsburgh, PA 15238

**Prepared for:**

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Prepared by Gamber, Carrie L  
 Date 4/9/2018  
 Expiration Date 7/9/2018  
 Est. Start Date

**Project: Sediment Treatment Test**

**Quote Number: 18018768 - 1**

**Solids Analysis After Modified Elutriate Generation**

Matrix	Method	Test Description	Analyte	RL	RL	Units
Solid	2540G	Percent Moisture	Percent Moisture	0.100	0.100	%
			Percent Solids	0.100	0.100	%
Solid	EPA 9045D	pH	pH	0.100	0.100	SU
Solid	350.1 (D3987-85 - Distill/Ammonia)	Nitrogen, Ammonia	Ammonia	4.00	2.00	mg/Kg
			Ammonia as NH3	4.88	2.20	mg/Kg
Solid	353.2 (D3987-85)	Nitrogen, Nitrate-Nitrite	Nitrate Nitrite as N	1.00	0.400	mg/Kg
Solid	351.2 (351.2)	Nitrogen, Total Kjeldahl	Total Kjeldahl Nitrogen	4.00	1.74	mg/Kg

**Solid Samples After 24 Hour Quiescent Settling**

Matrix	Method	Test Description	Analyte	RL	RL	Units
Solid	2540G	Percent Moisture	Percent Moisture	0.100	0.100	%
			Percent Solids	0.100	0.100	%
Solid	EPA 9040C (1313)	pH	pH	0.100	0.100	SU
Solid	350.1 (D3987-85 - Distill/Ammonia)	Nitrogen, Ammonia	Ammonia	4.00	2.00	mg/Kg
			Ammonia as NH3	4.88	2.20	mg/Kg
Solid	353.2 (D3987-85)	Nitrogen, Nitrate-Nitrite	Nitrate Nitrite as N	1.00	0.400	mg/Kg
Solid	351.2 (351.2)	Nitrogen, Total Kjeldahl	Total Kjeldahl Nitrogen	4.00	1.74	mg/Kg

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 Est. Start Date

<b><i>Project: Sediment Treatment Test</i></b>	<b><i>Quote Number: 18018768 - 1</i></b>
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**River Water**

Matrix	Method	Test Description	Analyte	RL	RL	Units
Water	EPA 9040C	pH	pH	0.100	0.100	SU
Water	350.1 (Distill/Ammonia)	Nitrogen, Ammonia	Ammonia Ammonia as NH3	0.200	0.100	mg/L
				0.240	0.122	mg/L
Water	353.2	Nitrogen, Nitrate-Nitrite	Nitrate Nitrite as N	0.0500	0.0200	mg/L

Needs Approval

## TESTAMERICA TERMS AND CONDITIONS OF SALE (Short Form)

When a purchaser (Client) places an order for laboratory, consulting or sampling services from TestAmerica Laboratories, Inc., a Delaware corporation (TestAmerica), TestAmerica shall provide the ordered services pursuant to these Terms and Conditions and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, a client order constitutes an acceptance by the Client of TestAmerica's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. Receipt of a Client's samples at a TestAmerica laboratory constitutes acceptance of these Terms and Conditions (in the absence of any other negotiated contract). No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by TestAmerica in writing.

### 1. ORDERS AND RECEIPT OF SAMPLES

1.1 A Client may place an order (i.e., specify a Scope of Work) either by submitting a purchase order to TestAmerica in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing an order, the order shall not be valid unless it contains sufficient specification to enable TestAmerica to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. If a Client fails to provide these required disclosures accompanying the submission of samples, and such failure results in an interruption in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean-up and recovery.

1.2 The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, TestAmerica will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when TestAmerica has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). Rush turnaround times not requested in advance of the delivery of samples and specifically agreed to by the lab are not guaranteed. If the Client changes the sample delivery schedule prior to Sample Delivery Acceptance, TestAmerica reserves its rights to modify its turnaround time commitment, change the date upon which TestAmerica will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.3 TestAmerica reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of TestAmerica: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence of any hazardous substance in the sample and whether or not such presence has been disclosed to TestAmerica by the Client; or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

1.4 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where TestAmerica provides courier services. In no event will TestAmerica have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from TestAmerica's premises. Client is responsible for assuring that any sample that contains or may contain any hazardous substance to be delivered to TestAmerica's premises is properly packaged, labeled, transported and delivered, all in accordance with applicable laws.

1.5 TestAmerica reserves the right to begin processing samples upon receipt, unless the Client specifically notifies TestAmerica in writing prior to sample receipt that the samples are to be held without preparation or other processing or pending receipt of a purchase order. TestAmerica shall under no circumstances be responsible for missed holding times or turnaround times or for re-sampling costs if samples are released from hold with less than 48 hours or 1/2 the holding time for the requested test remaining, whichever is less.

### 2. PAYMENT TERMS

2.1 Services performed by TestAmerica will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all clients except those whose credit has been established with TestAmerica. For clients with approved credit, payment terms are net 30 days from the date of invoice by TestAmerica, unless alternative terms have been agreed in a separate written agreement. Payment shall be made without retainage, and shall not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one and one half percent (1.5%) (or the maximum rate permissible by law, whichever is less) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, acknowledging and accepting payment responsibility in accordance with these payment terms.

2.3 If Client fails to make timely payment of its invoices, TestAmerica reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work and withholding delivery of data under this order without recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to arbitrator's and attorney's fees. TestAmerica reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

### 3. CHANGE ORDERS, TERMINATION

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by TestAmerica after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. TestAmerica will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after Sample Delivery Acceptance. Such change must be documented in writing and may result in a change in cost and turnaround time commitment. TestAmerica's acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client. TestAmerica will be compensated consistent with Section 2 of these Terms and Conditions. TestAmerica will complete all work in progress and be paid in full for all work completed.

### 4. WARRANTIES AND LIABILITY

4.1 Where applicable, TestAmerica will use appropriate and approved analytical test methods. TestAmerica has referenced these methods in its Laboratory Quality Manuals and has documented them in Standard Operating Procedures. TestAmerica reserves the right based on its reasonable judgment to deviate from these methodologies as necessary or appropriate to the extent required by the nature or composition of the sample, which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or TestAmerica's Laboratory Quality Manuals. Client may request that TestAmerica perform according to a mutually agreed Quality Assurance Project Plan (QAPP). If samples arrive prior to agreement on a QAPP, TestAmerica will proceed with analyses under its standard Quality Manuals then in effect. TestAmerica will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

4.2 TestAmerica shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of



sampling or 1/2 of the holding time for the test, whichever is less, unless the Client has specifically requested that TestAmerica hold the samples without preparation or other processing or pending receipt of a purchase order. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, TestAmerica will use its best efforts to meet holding times and will proceed with the work provided that, in TestAmerica's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with TestAmerica's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

4.3 TestAmerica warrants that it possesses and maintains all licenses and certifications that are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to TestAmerica prior to Sample Delivery Acceptance. TestAmerica will notify the Client in writing of any decertification or revocation of any license, or notice of either, that affects work in progress.

4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by TestAmerica in connection with any services performed by TestAmerica or any results generated from such services, and TestAmerica gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of TestAmerica is authorized to give or make any other representation or warranty or modify this warranty in any way.

4.5 Client's sole and exclusive remedy for breach of warranty in connection with any services performed by TestAmerica will be limited to repeating any services performed, contingent on the Client's providing, at the request of TestAmerica and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating results consistent with the original results will be at the Client's expense. If resampling is necessary, TestAmerica's liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

4.6 TestAmerica's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after TestAmerica's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall TestAmerica be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

4.7 In no event shall TestAmerica have any responsibility or liability to the Client for any failure or delay in performance by TestAmerica that results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of TestAmerica. Such causes and circumstances include, but are not limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond TestAmerica's reasonable control.

## 5. RESULTS, WORK PRODUCT

5.1 Data or information provided to TestAmerica or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by TestAmerica of payment for the entire order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by TestAmerica for performance of work will be retained by TestAmerica. Client shall not disclose such information to any third party without TestAmerica's express prior consent.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by TestAmerica shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay TestAmerica for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

5.3 Should the results delivered by TestAmerica be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold TestAmerica's right to independently defend its data.

5.4 TestAmerica reserves the right to perform the services at any laboratory in the TestAmerica network. If a Client has requested a particular location for the work, TestAmerica will inform the Client when operational constraints require the work to be performed at another TestAmerica location. In addition, TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. TestAmerica will in no way be liable for any subcontracted services (outside the TestAmerica network) except for work performed at laboratories which have been audited and approved by TestAmerica.

5.5 TestAmerica will dispose of non-hazardous samples, sample extracts and digestates 30 days after the final analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Charges for disposal will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client. Air samples in Summa canisters and tedlar bags are used and the containers cleaned immediately after testing, such that those samples are not retained. Longer storage periods may be requested and may be accommodated if space allows, and for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at its own expense. TestAmerica reserves the right to return to the Client any sample or unused portion of a sample that is not within TestAmerica's permitted capability or the capabilities of TestAmerica's designated waste disposal vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless prior arrangements for disposal are made.

5.6 Unless a different time period is agreed to in an order under these Terms and Conditions, TestAmerica agrees to retain all records for five (5) years.

5.7 If TestAmerica is required to respond to legal process related to services for Client, Client agrees to reimburse TestAmerica for hourly charges for personnel involved in the response and attorney's fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at TestAmerica's current published rates.

## 6. INSURANCE

6.1 During the performance of services under these Terms and Conditions, TestAmerica shall maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over TestAmerica's employees who are engaged in the performance of the work. TestAmerica shall also maintain during such period Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired, (\$1,000,000 combined single limit), and Professional/Pollution Liability Insurance (limit of \$1,000,000 per claim/occurrence, \$2,000,000 aggregate).

## 7. MISCELLANEOUS PROVISIONS

7.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by TestAmerica, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and TestAmerica. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where TestAmerica's services are performed.

7.2 The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

7.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.