

ATTACHMENT E-3
CLOSURE COST ESTIMATE

Veolia ES Technical Solutions
Closure Cost Estimate February 2013

Task	Description	Source	Hrs/Unit	cost	Total	Comments
Closure Plan Evaluation						
	Closure Plan Evaluation	URS	8	\$120.00	\$960.00	Consultant labor
	Work Plan Development	URS	8	\$100.00	\$800.00	Supervisor labor
Site Inspection						
	Site Assessment	URS	8	\$100.00	\$800.00	site assessment; layout; logistics
	Clean non-porous surfaces	URS	8	\$68.00	\$544.00	site assessment; layout; logistics
	PPE	URS	3	\$45.00	\$135.00	PPE
	Transport	URS	2	\$85.00	\$170.00	Vehicle
Removal of Equipment and Inventory						
	Removal of inventory including labeling, marking, and completion of paperwork	URS	16	\$100.00	\$1,600.00	1 Supervisor
		ERI	1	\$6,500.00	\$6,500.00	Contracted Staff (labor; transport; PPE; tools; decon)
		URS	2	\$85.00	\$170.00	Vehicle Rental at \$85 per day
	TSCA Landfill Disposal	US Ecology	82	\$78.00	\$6,396.00	Up to 325 drums = Approximately 82 tons placed in roll offs
	TSCA Landfill Disposal	US Ecology	45	\$78.00	\$3,510.00	Up to 45 tons (three 20 cu yd roll-off; landfillable solids)
	TSCA Landfill Disposal	US Ecology	10	\$242.00	\$2,420.00	Up to 10 tons (one 20 cu yd roll-off; equip carcasses)
	Disposal of Pods and Equipment	US Ecology	40	\$78.00	\$3,120.00	Up to 40 tons (two 20 cu yd roll-off units)
	Transport - Bulk to US Ecology	PSC	7272	\$2.94	\$21,379.68	Up to 9 trips at 808 miles RT per trip
	TSCA Incineration - Oil	Veolia	10000	\$0.83	\$8,250.00	Incineration of 10,000 gallons of PCB oil (gallons)
	TSCA Incineration - Bulk	Veolia	20000	\$0.41	\$8,200.00	Up to 1 roll-offs of bulk incinerables (20,000 pounds)
	TSCA Incineration - nonBulk	Veolia	10	\$275.00	\$2,750.00	Up to 10 drums of non-landfill materials
	Transport - Bulk	PSI	7620	\$2.94	\$22,402.80	Up to 3 tankers; RT to Port Arthur TX (2540 miles RT)
	Transport - Non-bulk	PSI	1270	\$2.00	\$2,540.00	One Load; non bulk to Port Arthur TX (1270 miles One Way)
	Landfill taxes	US Ecology				Not applicable
	Incineration Taxes	Veolia	52	\$5.61	\$291.72	Taxes are \$5.61 per ton
Decontamination						
Building 4	Decontamination	URS	48	\$68.00	\$3,264.00	3 staff; floor and interior walls up to 10' in height per 761.79
	Decon Oversight	URS	16	\$100.00	\$1,600.00	Supervisor
	PPE	URS	16	\$45.00	\$720.00	2 days; 2 suits per person; 4 people
	Transport	URS	4	\$85.00	\$340.00	2 vehicles for 2 days
	Disposal of PCB Water	Veolia	1000	\$1.26	\$1,260.00	Disposal of PCB water via incineration
Buildings 2 and 3	Decontamination	URS	72	\$68.00	\$4,896.00	3 staff; floor and interior walls up to 10' in height per 761.79
	Decon Oversight	URS	24	\$100.00	\$2,400.00	Supervisor
	PPE	URS	24	\$45.00	\$1,080.00	3 days; 2 suits per person; 4 people
	Transport	URS	6	\$85.00	\$510.00	2 vehicles for 3 days
	Disposal of PCB Water	Veolia	3000	\$1.26	\$3,780.00	Disposal of PCB water via incineration
Grid Layout						
Building 4	Grid layout (int and exterior)	URS	36	\$100.00	\$3,600.00	Supervisor; 3 days to layout grid at 1.5 m x 1.5 m (nt. and ext.)
	Grid layout (int and exterior)	URS	48	\$68.00	\$3,264.00	Staff labor
	PPE	URS	18	\$45.00	\$810.00	3 people; 3 days; 2 suits per person
	Transport	URS	6	\$85.00	\$510.00	2 vehicles for 3 days
	Materials	URS	1	\$800.00	\$800.00	miscellaneous supplies; tape; grids
Buildings 2 and 3	Grid layout (int and exterior)	URS	72	\$100.00	\$7,200.00	Supervisor; 9 days to layout grid at 1.5 m x 1.5 m (nt. and ext.)
Outside Areas	Grid layout (int and exterior)	URS	144	\$68.00	\$9,792.00	Staff labor
	PPE	URS	54	\$45.00	\$2,430.00	3 people; 9 days; 2 suits per person
	Transport	URS	18	\$85.00	\$1,530.00	2 vehicles for 9 days
	Materials	URS	1	\$2,400.00	\$2,400.00	miscellaneous supplies; tape; grids
Sample Collection						
Building 4	Sample Collection	URS	40	\$100.00	\$4,000.00	Supervisor; 5 days
	Sample Collection	URS	4	\$160.00	\$640.00	Project Engineer; oversight - intermittent
	Sample Collection	URS	120	\$68.00	\$8,160.00	3 staff; 5 days
	PPE	URS	40	\$45.00	\$1,800.00	2 suits per day per person
	Transport	URS	10	\$85.00	\$850.00	2 vehicles for 5 days.
	Materials	URS	1	\$4,800.00	\$4,800.00	miscellaneous supplies
	Equipment	URS	30	\$35.00	\$1,050.00	misc monitoring equipment; 30 days of rental
						field notes; photographs; site log of activities included
						transport of samples to lab included
Buildings 2 and 3	Sample Collection	URS	320	\$100.00	\$32,000.00	Supervisor; 40 days
Outside Areas	Sample Collection	URS	20	\$160.00	\$3,200.00	Project Engineer; oversight - intermittent
	Sample Collection	URS	960	\$68.00	\$65,280.00	3 staff; 40 days
	PPE	URS	320	\$45.00	\$14,400.00	2 suits per day per person
	Transport	URS	80	\$85.00	\$6,800.00	2 vehicles for 40 days.
	Materials	URS	1	\$4,800.00	\$4,800.00	miscellaneous supplies
	Driller	JET	1	\$2,100.00	\$2,100.00	One 10-hour day plus mobilization costs for direct push rig
	Equipment	URS	240	\$35.00	\$8,400.00	misc monitoring equipment; 240 days of rental
						field notes; photographs; site log of activities included
						transport of samples to lab included
Analysis						
Building 4	EPA SW-846					
	wipe samples	TestAmerica	7	\$65.00	\$455.00	Analytical methods to include either Method 3500B/3540C/8082A
	core samples	TestAmerica	144	\$65.00	\$9,360.00	or 3500B/3550B/8082A from EPA SW-846 or methods validated
	5 percent contingency	TestAmerica	8	\$65.00	\$520.00	under 40 CFR 761, Subpart Q for extraction and analysis.
Buildings 2 and 3	wipe samples	TestAmerica	30	\$65.00	\$1,950.00	Analytical methods to include either Method 3500B/3540C/8082A
Outside Areas	core samples	TestAmerica	1707	\$65.00	\$110,955.00	or 3500B/3550B/8082A from EPA SW-846 or methods validated
	soil/dust samples	TestAmerica	48	\$65.00	\$3,120.00	under 40 CFR 761, Subpart Q for extraction and analysis.
	5 percent contingency	TestAmerica	89	\$65.00	\$5,785.00	Standard TAT.
Data Review, Validation and Reporting						
Building 4	Data Validation	URS	2	\$160.00	\$320.00	Senior Review
	Data Interpretation and review	URS	4	\$100.00	\$400.00	Data Validation - review data versus thresholds
	Data Tabulation	URS	8	\$55.00	\$440.00	Data Validation - tabulate data and compile regulatory levels
	Data Reporting	URS	4	\$160.00	\$640.00	PE Review
	Data Reporting	URS	8	\$120.00	\$960.00	Senior oversight; quality; internal technical Review
	Data Reporting	URS	25	\$100.00	\$2,500.00	Report preparation
	Data Reporting	URS	8	\$55.00	\$440.00	Report preparation
Buildings 2 and 3	Data Validation	URS	6	\$160.00	\$960.00	Senior Review
Outside Areas	Data Interpretation and review	URS	28	\$100.00	\$2,800.00	Data Validation - review data versus thresholds
	Data Tabulation	URS	88	\$55.00	\$4,840.00	Data Validation - tabulate data and compile regulatory levels
	Data Reporting	URS	12	\$160.00	\$1,920.00	PE Review
	Data Reporting	URS	52	\$120.00	\$6,240.00	Senior oversight; quality; internal technical Review
	Data Reporting	URS	50	\$100.00	\$5,000.00	Report preparation
	Data Reporting	URS	24	\$55.00	\$1,320.00	Report preparation
Certification						
	Certification	URS	32	\$160.00	\$5,120.00	Final site report and certification of closure
	Certification	URS	16	\$45.00	\$720.00	
SubTotal					\$466,761.20	
Total (5% contingency)					\$490,099.26	

Assumptions:

one 20 yd³ rolloff = 20,000 pounds
one ton = 2,000 pounds
Phoenix AZ to Beatty NV = 404 miles one way
Phoenix AZ to Port Arthur TX = 1270 miles one way
PCB Oil disposal = \$0.83 gallon(\$0.11 per pound x 7.5 lbs per gallon) incineration
PCB Water disposal = \$1.26 gallon(\$0.15 per pound x 8.4 lbs per gallon) incineration
PCB solids incineration = \$0.405 per pound
TX disposal tax = \$5.61 per ton
Daily vehicle rental rate = \$85
Transport (RT) Bulk to Beatty NV = \$2.94
Transport (RT) Non-bulk to Beatty NV = \$2.00
Transport (RT) Bulk to Port Arthur = \$2.93
Transport (one way) Non-bulk to Port Arthur = \$2.36



PCB Closure Plan Third Party Cost for Statistical Sampling and Closure Cost Certification

Note: This estimate has been prepared for cost estimation purposes only. This is not to be considered a formal bid.

Scope:

1. Closure Plan Evaluation. Ensure Closure Plan (as written during 2013) is consistent with current TSCA regulation closure requirements (current as of the closure date which is estimated to be 2012 for Building 4 and 2030 for the remainder of the facility). Any required changes in sample procedures or protocols to be addressed on a time and materials basis outside the scope of this proposal. Preparation of Work Plan. Estimate one consultant for one day for Closure Review. One supervisor for one day for Work Plan development.
2. Site Inspection. Inspect facility. Estimate one supervisor and one staff for one day.
Removal of Equipment and Inventory. Assume that inventory will be moved by VES staff personnel; URS to inspect. Assume 1 person for 2 days.
3. Decontamination. Decontaminate floor (concrete) and interior wall surfaces up to a height of 10 feet in accordance with Sampling and Analysis Plan (SAP). Estimate one supervisor and three staff for one day (contract labor) for Building 4 and URS oversight of 1 day for Building 4. Assume one supervisor and three staff for 1.5 days (contract labor) and URS oversight for 1.5 days for Buildings 2 and 3.
4. Grid Layout. Layout sampling grids for floors, walls, loading dock and yard areas. Use SAP to identify sample points. Samples will be collected and will be delivered to a third-party laboratory for analysis. Estimate one supervisor and two staff for three days for Building 4 and one supervisor and three staff for three days for Buildings 2 and 3.
5. Sample Collection. Collect wipe samples from nonporous surfaces (doors); collect chip samples from walls and floors (porous surfaces). Estimate one supervisor and three staff for 5 days; assume 10 hour days for Building 4; and one supervisor and three staff for 40 days for Buildings 2 and 3 and exteriors of buildings. Assume 1 day of drilling oversight of a direct push rig.
6. Field Documentation. Photograph the sample grid and sample collection process. Obtain field notes and other field documentation of sampling events. Included above in Item 5.
7. Sample Delivery. Deliver samples under appropriate chain-of-custody and sample preservation guidelines to a third-party analytical laboratory qualified to conduct PCB analysis. Included above in Item 5.
8. Analysis. Conduct analysis of samples. Analytical methods to include either Method 3500B/3540C or Method 3500B/3550B from EPA's SW-846, Test Methods for Evaluating Solid Waste, or a method validated under Subpart Q of 40 CFR 761, for chemical extraction of PCBs. Use Method 8082 from SW-846, or a



method validated under Subpart Q of 40 CFR 761, to analyze the extracts for PCBs. Assume standard turn-around time (TAT).

9. Data Review and Validation and Reporting. Receive and review analytical data. Conduct data validation in accordance with QAPP. Develop and finalize site project report comprised of the sample plan, sampling protocol, QAPP implementation, data validation and analytical results. Estimate a total of 57 labor hours for Building 4 and 260 labor hours for Buildings 2 and 3 and building exteriors.
10. Certification of Closure. Review of final site project report by Professional Engineer to certify completeness of Closure activities in accordance with 40 CFR 761.65(h), *Release of Owner or Operator*. Estimate 32 hours principal and 16 hours clerical.



Table 1 – Rate Table

Labor Category	Rate per Hour
Principal	\$160
Consultant	\$120
Senior Project Engineer (Supervisor)	\$100
Project Engineer (Asst Supervisor)	\$88
Senior Staff	\$75
Staff	\$68
Graphics	\$75
Drafting	\$65
Word Processing	\$55
Clerical	\$45

PRICE QUOTE FOR LABORATORY SERVICES

Client:	URS - Phoenix	Phone:	(602) 371-1100
Client Contact:	Lori Zito	Fax:	(602) 371-1615
Client Address:	7720 N. 16th Street, Suite 100 - Phoenix, AZ 85020	Date:	October 22, 2012
PO#/Contract#:	None	Quote Expires:	October 26, 2013
Project/Bid Name:	PCB Project 2012	Expected Start Date:	October 22, 2012

The Project Description PCB Project 2012, MUST be present on the chain of custody to receive the following discounted prices


Method	Description	Matrix	TAT	Quantity	Unit Price	Subtotal	Rush Charge	Total
EPA 8082	8082 (PCBs)	Soil	Standard	130	\$65.00	\$8,450.00	NA	\$8,450.00
EPA 8082	8082 (PCBs)	Wipe	Standard	10	\$65.00	\$650.00	NA	\$650.00
Bid Total:					\$130.00	\$9,100.00		\$9,100.00

* Each invoice is subject to an Environmental Management Fee.

** TestAmerica's minimum charge for a group of samples received and logged in together at the laboratory is \$100. Groups of samples received that require services totaling less than \$100 will be charged a \$100 minimum transaction fee for the sample group.

Sincerely,

TestAmerica Laboratories, Inc.



Carlene McCutcheon

Monday, October 22, 2012 4:08:13PM

TestAmerica Terms and Conditions of Sale

Where a purchaser (Client) places an order for laboratory, consulting or sampling services from TestAmerica Laboratories, Inc., a Delaware corporation (referred to as "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, the 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. 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 The Client may place the 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 the 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. Where any samples which were not accompanied by the required disclosure, cause interruptions 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). In the event of any changes in the sample delivery schedule by the Client, prior to Sample Delivery Acceptance, TestAmerica reserves the right to modify its turnaround time commitment, to 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 in the sample of any hazardous substance 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 to assure that any sample containing any hazardous substance which is to be delivered to TestAmerica's premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

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. 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. Where requested services on a group of samples received and logged in together at the laboratory total less than \$100, there will be a minimum transaction charge of \$100 for the sample group, or as shown on any related quote from TestAmerica. An Environmental Management Fee of 5% of the invoice value will also be applied, at TestAmerica's discretion.

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 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,

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 lesser) 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 that acknowledges and accepts payment responsibility.

2.3 TestAmerica may suspend work and withhold delivery of data under this order at any time in the event Client fails to make timely payment of its invoices. Client shall be responsible for all costs and expenses of collection including reasonable 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 a change will 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 analytical methodologies which are in substantial conformity with published test methods. TestAmerica has implemented these methods in its Laboratory Quality Manuals and referenced Standard Operating Procedures and where the nature or composition of the sample requires it, TestAmerica reserves the right to deviate from these methodologies as necessary or appropriate, based on the reasonable judgment of TestAmerica, 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). In the event that samples arrive prior to agreement on a QAPP, TestAmerica will proceed with analyses under its standard Quality Manuals then in effect, and 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. 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 which 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, which 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 the 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 which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of TestAmerica. Such causes and circumstances shall include, but not be 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 whole 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, and Client shall not disclose such information to any third party.

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, unless the Client has specified a particular location for the work. 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 shall dispose of the Client's samples 30 days after the 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. Air samples in Summa canisters will be retained for 5 days after analysis and data review. Longer storage periods may be requested and may be accommodated as space allows 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 his 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 any order under these Terms and Conditions, TestAmerica agrees to retain all records for five (5) years.

5.7 In the event that 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 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.

6. INSURANCE

6.1 TestAmerica shall maintain in force during the performance of services under these Terms and Conditions, 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 \$5,000,000 per occurrence/aggregate).

7. AUDIT

7.1 Upon prior notice to TestAmerica, the Client may audit and inspect TestAmerica's records and accounts covering reimbursable costs related to work done for the Client, for a period of two (2) years after completion of the work. The purpose of any such audit shall be only for verification of such costs, and TestAmerica shall not be required to provide access to cost records where prices are expressed as fixed fees or published unit prices.

8. MISCELLANEOUS PROVISIONS

8.1 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.

8.2 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 to 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.

8.3 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.

TURNAROUND TIME PRICING

8082 (PCBS) in SOIL

<u>Same Day Rush</u>	<u>1 Day Rush</u>	<u>2 Day Rush</u>	<u>3 Day Rush</u>	<u>5 Day Rush</u>	<u>Standard TAT</u>
\$195.00	\$130.00	\$113.75	\$97.50	\$81.25	\$65.00

8082 (PCBS) in WIPE

<u>Same Day Rush</u>	<u>1 Day Rush</u>	<u>2 Day Rush</u>	<u>3 Day Rush</u>	<u>5 Day Rush</u>	<u>Standard TAT</u>
\$195.00	\$130.00	\$113.75	\$97.50	\$81.25	\$65.00

ANALYTICAL METHOD INFORMATION

8082 (PCBS) in SOIL (EPA 8082)

Analyte	MDL	Reporting Limit	Surrogate %R	Duplicate RPD	Matrix Spike		BlankSpike/LCS	
					%R	RPD	%R	RPD
Aroclor 1221	0.044	0.050 mg/kg						
Aroclor 1232	0.019	0.050 mg/kg						
Aroclor 1242	0.023	0.050 mg/kg						
Aroclor 1016	0.012	0.050 mg/kg			27 - 170	40	72 - 139	24
Aroclor 1260	0.012	0.050 mg/kg			22 - 162	40	72 - 139	24
Aroclor 1248	0.023	0.050 mg/kg						
Aroclor 1254	0.026	0.050 mg/kg						
Sur: Tetrachloro-m-xylene	0.0		19 - 149		19 - 149		72 - 133	
Sur: Decachlorobiphenyl	0.0		16 - 165		16 - 165		69 - 150	

* - Analyte not a part of normal reporting list. Special request only.

8082 (PCBS) in WIPE (EPA 8082)

Analyte	MDL	Reporting Limit	Surrogate %R	Duplicate RPD	Matrix Spike		BlankSpike/LCS	
					%R	RPD	%R	RPD
Aroclor 1221	0.013	0.50 ug/Wipe						
Aroclor 1232	0.012	0.50 ug/Wipe						
Aroclor 1242	0.10	1.0 ug/Wipe						
Aroclor 1016	0.016	0.50 ug/Wipe			27 - 170	40	72 - 139	24
Aroclor 1260	0.0090	0.50 ug/Wipe			22 - 162	40	72 - 139	24
Aroclor 1248	0.010	0.50 ug/Wipe						
Aroclor 1254	0.010	0.50 ug/Wipe						
Sur: Tetrachloro-m-xylene	0.0		19 - 149		19 - 149		72 - 133	
Sur: Decachlorobiphenyl	0.0		16 - 165		16 - 165		69 - 150	

* - Analyte not a part of normal reporting list. Special request only.

ANALYTICAL METHOD INFORMATION FOR GROUP ANALYSES

TESTAMERICA QUALITY CONTROL TIERS

Level I. Standard QC Data Package Provided With All Reports

- A. Analytical Report
- B. Chain of Custody (COC) Form
- C. Report Detection Limits Listed on All Reports

Level II. Secondary QC Data Package Provided With All Reports

- A. Analytical Report
- B. Chain of Custody (COC) Form
- C. Method Blank
- D. Matrix Spike / Matrix Spike Duplicate Summary (MS/MSD)
- E. LCS
- F. Report Detection Limits Listed on All Reports
- G. Case Narrative
- H. Corrective Action Reports when necessary

Level III. Tertiary Data Package Provided Upon Request

- A. All QC Data Included in Levels I and II plus
- B. MS/MSD analysis performed on specific sample upon request
- C. Chromatograms, including QC and Samples
- D. Quantitation reports
- E. Initial and Continuing Calibration Information
- F. Analysis Logs
- G. Extraction / Preparation Logs

Level IV. Quaternary Data Package Provided Upon Request

- (CLP-TYPE Validation package)*
- A. All QC Data Included in Levels I, II, and III plus:
- B. Multiple Sample Dilutions Reported
- C. Initial and Continuing Calibration Chromatograms and Quantitation Reports
- D. Standard Preparation Log

Electronic Data Deliverables available upon request.