



January 6, 2023

Thomas Judge Estate Trust  
c/o Stephanie Judge  
1115 Mohican Pass  
Madison, WI 53711

Re: Proposal for Groundwater Sampling  
Former Judge's Cleaners, 257 Division Street, Stevens Point, WI  
BRRTS# 02-50-000298

Dear Ms. Judge:

Based on recent communications with you and Matt Thompson, the DNR project manager for this site, MSA Professional Services, Inc. (MSA) presents the following scope of work and cost estimate for your review and approval:

- MSA proposes to conduct four full rounds of quarterly groundwater sampling for all existing wells to be analyzed for VOCs. This includes wells J-1, J-2, J-3 and J-3D on the former Judge's Cleaners property; wells KFC-1R, KFC-2, KFC-3, and KFC-4R on the Kentucky Fried Chicken property; wells TB-1 and TB-1D on the Pizza Hut property; and wells UWSP-1, UWSP-1D, UWSP-2, UWSP-3, UWSP-3D, UWSP-4, UWSP-4D, UWSP-5 and UWSP-5D on the University of Wisconsin - Steven's Point property (19 wells total). Groundwater levels will also be measured prior to sampling to confirm groundwater flow direction. The purpose is to monitor the current groundwater plume concentrations and determine concentration trends and/or potential migration. The property owners/managers for the three offsite properties will be contacted prior to sampling to confirm access and notify them of the work.
- MSA also proposes to measure biodegradation parameters in groundwater collected from source area wells (J-1D and KFC-3) and downgradient piezometers (UWSP-3D, UWSP-4D, and UWSP-5D) during all four sampling events. Biodegradation parameters to be measured will include sulfate/sulfite, nitrate/nitrite, chlorine, TOC, dissolved and total iron, dissolved oxygen, temperature, pH, turbidity, and specific conductivity.
- Damaged wells will be evaluated and repaired to the extent possible during sampling activities.
- MSA proposes to conduct a soil vapor intrusion investigation of the site to determine current soil vapor conditions and evaluate the effectiveness of the current sub-slab vapor intrusion (SSVI) system. Two sub-slab sampling ports will be installed in the building on the

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Suite 600  
Duluth, MN 55802

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Former Judge's Cleaners, Stevens Point, WI  
January 6, 2023

site and sampled during both the heating and non-heating seasons while the SSVI system is not in operation to determine baseline conditions. The pressure field extension will also be measured while the system is in operation to determine if the SSVI is providing adequate vacuum to remove contaminant vapors under the entire building.

- Prepare one (1) Site Investigation Status Report. This report will discuss and analyze contaminant trends along with relevant historical data. In addition, MSA will begin compiling the necessary documentation for Case Closure. This compilation of information will be required and is usually submitted with a full Site Investigation Report. However, based on the limited funds available for completing this project, MSA will endeavor to coordinate with the WDNR to submit all information with the closure package.

Attached are the DERF spreadsheets outlining the estimated costs for the scope of work outlined above. The total estimated cost is **\$25,810.60**. MSA will not markup any subcontractor prices; you will only be charged for the direct costs from subcontractors. MSA will not exceed this estimate without your prior approval. I have enclosed an Environmental Services agreement for the proposed work. To indicate your approval to proceed with this scope of work, please sign the agreement and return it to me.

Please contact me at (218) 499-3184 or [mdavidson@msa-ps.com](mailto:mdavidson@msa-ps.com) if you have any questions.

Sincerely,

MSA Professional Services, Inc.



Mark Davidson  
Senior Project Hydrogeologist

Cc: Matt Thompson, DNR Project Manager  
Carolyn Fortney, MSA  
Susan Lawrenz, MSA  
Jeff Anderson, MSA

Attachments:  
DERF Budget Spreadsheets  
Environmental Services Agreement

## DERF Site Investigation Bid Summary Consultant Selection Cover Sheet

Notice: Use this form to notify the Department of Natural Resources of the consultant you are selecting to conduct a site investigation and to submit and summarize the bids required in the Dry Cleaner Environmental Response Fund (DERF) Program. This form is authorized under s. 292.65, Wis. Stats. and s. NR 169.23, Wis. Adm. Code. Completion of this form is mandatory for any person applying for DERF reimbursement. Persons who do not submit a completed form will not be eligible for reimbursement under DERF. Personal information will be used to manage the DERF program, and be made available to requesters under Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.) and requirements.

Complete the following information and submit it to your DNR regional project manager. Copy this form as necessary.

### Site Information

<b>Site name:</b> Judge's Dry Cleaners	<b>Facility Name:</b>	<b>BRRTS #</b> 02-50-000298
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### Consultant Selected

<b>Consultant Name:</b> MSA	<b>Consultant Address:</b> 332 West Superior Street, Suite 600, Duluth, MN 55
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### Summary of Costs:

<b>Consultant Name:</b> MSA Professional Services, Inc.		<b>Consultant Name:</b>	
Consulting costs:	\$14,640.00	Consulting costs:	
Drilling costs:		Drilling costs:	
Analytical costs:	\$9,336.00	Analytical costs:	
Miscellaneous costs:	\$1,834.60	Miscellaneous costs:	
<b>Total Costs:</b>	<b>\$25,810.60</b>	<b>Total Costs:</b>	

<b>Consultant Name:</b>	
Consulting costs:	
Drilling costs:	
Analytical costs:	
Miscellaneous costs:	
<b>Total Costs:</b>	

<b>Optional 4th bid information:</b>	
<b>Consultant Name:</b>	
Consulting costs:	
Drilling costs:	
Analytical costs:	
Miscellaneous costs:	
<b>Total Costs:</b>	

Justification for Selection: Ongoing consultant

### Applicant Information and Certification

I certify that the information contained above is true and correct to the best of my knowledge.

Applicant Name		Date	
Street Address	City	State	Zip Code
Signature			

#### Department Use Only

Project Manager Approval Signature	Phone Number	Date
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If not approved, reason for non-approval:

**DERF Site Investigation Bid Sheet  
Consultant Bid Summary**

Form 4400-233 (R 4/04) Page 2 of 6

**Site Information**

Site Name Judge's Dry Cleaners, Steven Point

Consultant Name MSA Professional Services, Inc.

Applicant Name Thomas J

**Bid Summary**

<b>Drilling Costs Total =</b>	<b>\$0.00</b>
<b>Analytical Costs Total =</b>	<b>\$9,336.00</b>
<b>Consulting Costs Total =</b>	<b>\$14,640.00</b>
<b>Misc Costs Total =</b>	<b>\$1,834.60</b>
<b>Grand Total =</b>	<b>\$25,810.60</b>

I certify that the costs are an accurate estimate of my total projected costs for the site investigation and I understand Stats. and ch NR 169, Wis. Adm. Code.

Consultant Signature

Date

Please attach to these forms a written narrative specifying how the tasks outlined in these sheets will be performed.

Consultant Name: MSA  
 Site Name: Judge's Dry Cleaners  
 BRRTS #: 02-50-000298  
 Date: 11/11/2020

**DERF Site Investigation Bid Sheet**

**Analytical Costs**

Form 4400-233 (R 4/04) Page 4 of 6

Parameter	WI Certified Lab			Field Test/Field Kit			Mobile Lab			Total Costs
	\$/sample	# samples	Method Used	\$/sample	# samples	Method Used	\$/Sample \$/Day	# Samples # Days	Method Used	
Solids Analysis										
VOCs										\$0.00
TCLP										\$0.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses										\$0.00
Other: (Specify)										\$0.00
TOD										\$0.00
Water Analysis (low flow sampling assumed unless otherwise indicated at bottom of this sheet)										
VOCs	\$65.00	74	8260							\$4,810.00
Nitrate/Nitrite*	\$18.00	20	N07							\$360.00
Dissolved Oxygen*						Field				\$0.00
Temperature*						Field				\$0.00
Ferrous Iron*	\$20.00	20	6010							\$400.00
Sulfate*	\$15.00	20	9056							\$300.00
Sulfide*	\$35.00	20	SM4500							\$700.00
ORP*						Field				\$0.00
pH*						Field				\$0.00
TOC*	\$25.00	20	9060							\$500.00
Total Iron*	\$20.00	20	6010							\$400.00
Chloride*	\$15.00	20	9056							\$300.00
Spec. Conductance*						Field				\$0.00
Ethene/Ethane/Methane*										\$0.00
Hydrogen*										\$0.00
Carbon Dioxide*										\$0.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses	\$65.00	4	8260							\$260.00
Other: (Specify)										\$0.00
										\$0.00
Air Analysis										
VOCs	\$250.00	4	TO-15							\$1,000.00
TCE										\$0.00
PCE (minimum detection limit is <10 ppbv)										\$0.00
Other: (Specify)										\$0.00
waste management		3	102							\$306.00
Waste Analyses (soil/water)										
										\$0.00
										\$0.00
Miscellaneous (specify)										
										\$0.00
										\$0.00
Charge for Mobile Lab (indicate # days and daily fee)										
Total Analytical Costs										\$9,336.00

\* Natural Attenuation parameters required for consideration of NA as remedy.

Field = Measurement will be conducted during field sampling activities

Consultant Name: MSA  
 Site Name: Judge's Dry Cleaners  
 BRRTS #: 02-50-000298  
 Date: 11/11/2020

## DERF Site Investigation Bid Summary Consultant Costs

Form 4400-233 (R 4/04) Page 5 of 6

Position (specify)	Hourly Rate	Hours/Task											Total Costs			
		Project Management	Contact adjacent property owners	GW Sampling	Waste Characterization/ Disposal	Soil Gas Port Installation / Sampling						Status Report		Other (specify)		
<b>Professional Staff</b>																
Project Manager	140	6		4		2					3				\$2,100.00	
Senior Hydrogeologist	120														\$0.00	
															\$0.00	
															\$0.00	
															\$0.00	
<b>Field Staff</b>																
Environmental Tech	105	4	12	72		16					12				\$12,180.00	
															\$0.00	
															\$0.00	
															\$0.00	
															\$0.00	
															\$0.00	
<b>Office Support Staff</b>																
Drafting	90										4				\$360.00	
Administrative Assist.															\$0.00	
															\$0.00	
															\$0.00	
															\$0.00	
<b>Total Consulting Costs</b>																
															<b>\$14,640.00</b>	

Consultant Name: MSA  
 Site Name: Judge's Dry Cleaners  
 BRRTS #: 02-50-000298  
 Date: 11/11/2020

## DERF Site Investigation Bid Summary Sheet Miscellaneous Costs

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Major Activity	Specifications	Commodity Unit (specify)	Unit Rate	Number of Units	Total Cost
<b>IDW Disposal</b>					
Water from monitoring wells	Non-hazardous	gallon	\$3.00	0	\$0.00
<b>Equipment Rental (list and include shipping costs if applicable)</b>					
Helium Detector		2 days	\$75.00	2	\$150.00
Helium Canister Refill		2 uses	\$30.00		
Vacuum Gauges		2 days	\$30		
Leak Detection Kit		2 days	\$100	2	\$200.00
Concrete Drill		2 days	\$50	2	\$100.00
photoionization meter		2 days	\$75.00	2	\$150.00
<b>Field Supplies (list)</b>					
Disposable Bailers		each	\$7.00	76	\$532.00
Monitoring well covers		each	\$25.00		
Vapor pins		each	\$50.00	2	\$100.00
<b>Surveying</b>					
<b>Personal Protection Equipment (list)</b>					
<b>Sample Shipping Costs</b>					
Summa Canisters to lab	Ground w. insur.				
<b>Other (specify)</b>					
mileage		mile	\$0.655	920	\$602.60
<b>Total Miscellaneous Costs</b>					<b>\$1,834.60</b>

**Reminders:** DERF does not reimburse for attorney, closure or GIS fees. Mileage and meals are also non-reimbursable. Also, costs to prepare a reimbursement application and discuss the application with the department are not reimbursable. No expedited shipping w/o prior PM approval.



## Environmental Consulting Services Agreement

This AGREEMENT ("Agreement") is made on January 10, 2023, by and between the THOMAS J. JUDGE REMEDIATION TRUST (TRUST) and MSA PROFESSIONAL SERVICES, INC. (MSA), Baraboo, which agree as follows:

**Scope of Services: For: Former Judges Cleaners site, 257 Division Street, Stevens Point, WI.** MSA shall provide the scope of professional environmental consulting services for the TRUST, directly or indirectly, indicated in the letter proposal dated January 10, 2023 ("Services"). Any changes or additions to the Scope of Services shall be made by written amendment to this Agreement by MSA and TRUST.

**Terms and Conditions:** All Services performed by MSA pursuant to this Agreement shall be performed in accordance with, and MSA's and TRUST's obligations shall be governed by, the General Terms and Conditions attached hereto and incorporated herein by this reference. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

**Authorization:** MSA will commence performance of the Services on this project upon TRUST's written authorization. TRUST's written authorization is provided and acknowledged by the signatures of MSA's and TRUST's authorized representatives below. By signing this Agreement below, each of the undersigned parties represent and warrant that he or she has full right, power and authority to execute this Agreement and bind his or her respective party to the terms and conditions hereof. A copy of this fully-executed Agreement shall be returned for MSA's files.

**Survival:** The General Terms and Conditions incorporated into this Agreement shall survive the completion of the Services performed hereunder or the termination of this Agreement for any cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend to be bound thereby.

**THOMAS J. JUDGE REMEDIATION TRUST MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Stephanie Judge

  
\_\_\_\_\_  
Jeffrey K. Anderson, Team Leader

Date: \_\_\_\_\_

Date: January 10, 2023

1115 Mohican Pass  
Madison, WI 53711

332 West Superior Street, Suite 600  
Duluth, MN 55802  
Phone: (218) 499-3175



**MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES (ENVIRONMENTAL)**

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the TRUST in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the TRUST monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the TRUST has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the TRUST's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the TRUST's professional representative for those services as defined in this agreement, and to provide advice and consultation to the TRUST as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the TRUST are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The TRUST acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the TRUST in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to and representation at the site will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and, in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for TRUST a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the

completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

8. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the TRUST may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If TRUST terminates this Agreement, TRUST shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

9. The TRUST agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

10. If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what TRUST'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

11. TRUST acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on TRUST's behalf for TRUST's benefit and at TRUST's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of TRUST and shall be returned to TRUST at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at TRUST's request and expense and subject to this subparagraph.

12. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the TRUST requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the

TRUST. The liability of MSA to the TRUST for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

13. Reuse of any documents and/or services pertaining to this project by the TRUST or extensions of this project or on any other project shall be at the TRUST's sole risk. The TRUST agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the TRUST or by others acting through the TRUST.

14. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, TRUST, and TRUST's officers, directors, members, partners, agents, consultants, and employees (hereinafter "TRUST") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the TRUST and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the TRUST on any claim arising under this agreement.

To the fullest extent permitted by law, TRUST shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the TRUST or the TRUST's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "TRUST"). In no event shall this indemnity agreement apply to claims between MSA and the TRUST. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the TRUST is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the TRUST to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to TRUST and anyone claiming by, through, or under TRUST for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of TRUST or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of TRUST, MSA, and all other negligent entities and individuals.

15. TRUST and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. TRUST and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both TRUST and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless TRUST and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of TRUST and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, TRUST and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

16. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

17. TRUST hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. TRUST further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

18. TRUST ACKNOWLEDGES AND AGREES THAT THE INFORMATION DEVELOPED OR IDENTIFIED BY MSA PURSUANT TO THIS AGREEMENT MAY TRIGGER FOR THE TRUST OBLIGATIONS UNDER LOCAL, STATE OR FEDERAL ORDINANCES, LAWS, RULES OR REGULATIONS TO REPORT THE DISCOVERY OF CONDITIONS TO LOCAL, STATE OR FEDERAL REGULATORY OR GOVERNMENTAL AUTHORITIES. TRUST ACKNOWLEDGES THAT MSA DOES NOT PROVIDE ANY ADVICE, RECOMMENDATION OR CONCLUSION REGARDING THE REPORTABLE NATURE OF ANY OF THE FINDINGS OR OBSERVATIONS RESULTING FROM THE PERFORMANCE OF SERVICES HEREUNDER. THE DETERMINATION OF THE TRUST'S REPORTING REQUIREMENTS OR OBLIGATIONS UNDER LAW IS A LEGAL CONCLUSION FOR WHICH MSA ASSUMES NO RESPONSIBILITY AND ABOUT WHICH MSA PROVIDES NO OPINION, CONCLUSION, FINDING OR CERTIFICATION. TRUST ACKNOWLEDGES AND AGREES THAT TRUST MUST SEEK THE ADVICE OF LEGAL COUNSEL TO DETERMINE TRUST'S OBLIGATIONS SHOULD ENVIRONMENTAL RELEASES OR CONDITIONS BE IDENTIFIED.

19. MSA shall perform its Services under this Agreement in accordance with laws and regulations in effect at the time of execution of this Agreement. TRUST shall retain responsibility for compliance with all laws and regulations applicable to its property, employees, and operations, including but not limited to: the reporting of any hazardous substance releases, disclosing information to protect employees and public health, applying for and obtaining required permits or licenses, submitting reports, providing a safe work place, and providing the proper management of wastes and hazardous substances and materials.

20. All data, documents, reports and other information relating directly or indirectly to the Services shall be supplied by MSA to the TRUST for the TRUST's sole and exclusive use in connection with the evaluation of property. All such data, reports, and other information shall be held in confidence for the aforementioned use only to the extent allowable by law. Data, documents and reports prepared by MSA pursuant to this Agreement are prepared for the exclusive use of the TRUST and not for use or reliance upon by any third-party. Any third-party necessarily has different interests, purposes, concerns, and motives than the TRUST with regard to such documents and reports. Therefore, use of such documents by any third-party is expressly prohibited without the joint written authorization of the TRUST and MSA, which shall necessarily include the precondition that the third-party agree to accept the terms and conditions of this Agreement, including the limitation of liability and indemnification protections. Data, documents and reports prepared by MSA pursuant to this Agreement are intended to be presented and reproduced only in their entirety, complete with all supporting data, assumptions, limitations, and, if applicable, recommendations. Such documents shall not be used by TRUST or any party in any form other than in their entirety and all abridged or altered versions are prohibited.

21. TRUST shall assist MSA in performance of the Services hereunder by placing at MSA's disposal all available documents and information pertinent to the Services, including, but not limited to, those that relate to the identity, location, quantity, nature, or characteristics of any hazardous substance or waste at, on, or under the site. In addition, TRUST shall furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, and other information on surface and subsurface site conditions required by MSA for performance of its Services.

The TRUST shall furnish information identifying utility types and locations, and other manmade objects beneath the surface. MSA shall take reasonable precautions to avoid damaging the utilities and objects in conjunction with activities performed with its Services. TRUST shall approve the work plan and Scope of Services. TRUST agrees to waive any claim against MSA and to indemnify, defend, (by counsel of MSA's choice) and hold harmless MSA and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss, cost, fee or expense arising from damaged utilities or other objects that were not called to MSA's attention or which were not properly

located on plans and information furnished to MSA. TRUST shall continue to supply to Consultant all material information and documents in its possession, custody or control known to TRUST and material to the Site and the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks and telephone cables. TRUST will give prompt notice to Consultant whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.

22. The TRUST will furnish right-of-entry and complete access for MSA, its subcontractors, consultants, agents, officers, directors and employees to such property as may be necessary for MSA to perform the Services under this Agreement. MSA will take reasonable precautions to minimize damage to the property caused by MSA's equipment, but has not included in MSA's fee the cost of restoration of damage which may result from MSA's operations. If the TRUST requires MSA to restore property to its former condition, the costs associated with restoration will be added to MSA's fee.

23. The Scope of Services may not be adequate to identify environmental hazards or problems, even if performed in accordance with "current professional standards", and, therefore, MSA cannot guarantee the accuracy of results or conclusions relating thereto.

Information provided to MSA by individuals familiar and/or associated with the property and/or facility, or adjacent land parcels and/or facilities, that is the subject of this Agreement has been accepted by MSA in good faith and is assumed to be accurate. Similarly, information provided to MSA by database search services or via governmental or regulatory records or databases, has been accepted by MSA in good faith and is assumed to be accurate. TRUST has neither requested nor paid MSA to independently verify the truthfulness, accuracy or completeness of the information provided to MSA by database search services, governmental or regulatory records or databases, or by individuals. MSA assumes no responsibility for and provides no certification, warranty or guarantee of the truthfulness, validity, accuracy or completeness of governmental or regulatory records or databases, database search services, or information provided by others to MSA.

MSA's findings, opinions, conclusions and recommendations are based on the actually observed conditions and operations at the property or facility on the specific date or dates of the site tour. TRUST acknowledges that conditions that limit visual observation, such as the presence of snow, thick vegetation, pavement, or structures may interfere with the identification of possible environmental factors or conditions. Hidden or concealed conditions, subsurface conditions, subsequent changes to those conditions actually observed, or incomplete disclosure by others to MSA of past or present activities at, upon or beneath the property or facility, may alter MSA's findings, opinions, conclusions and recommendations. MSA does not accept, and specifically disavows any responsibility or liability for environmental conditions at the property or facility which currently exist, formerly existed, or may exist in the future.

TRUST acknowledges that the TRUST has approved the scope of services and the level of effort for MSA to undertake and, therefore, has determined the corresponding degree of uncertainty as acceptable for the TRUST's purposes. The scope of any sampling or assessment performed by MSA hereunder is limited to the sampling and laboratory analysis of soil and/or groundwater only in certain selected locations. This sampling is intended to investigate the potential for the presence of contaminants in the immediate vicinity of the sampling point or location. Laboratory analysis is only performed for those parameters identified as potential contaminants prior to conducting the sampling or assessment. MSA assumes no responsibility for and expresses no opinion, finding, conclusion or recommendation regarding the presence or absence of any compounds or contaminants for which no such sampling or laboratory analysis was requested or performed. TRUST acknowledges that TRUST has neither requested nor paid MSA to sample and test for compounds or contaminants other than those identified herein.

24. Neither party shall assign this Agreement or any part hereof without the prior written consent of the other party. Any assignment not made in accordance with this Agreement shall be void.

25. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MSA PROFESSIONAL SERVICES, INC. HEREBY NOTIFIES TRUST THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON TRUST'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDINGS ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO

MSA PROFESSIONAL SERVICES, INC., ARE THOSE WHO CONTRACT DIRECTLY WITH THE TRUST OR THOSE WHO GIVE THE TRUST NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, TRUST PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY, MSA PROFESSIONAL SERVICES, INC. AGREES TO COOPERATE WITH THE TRUST AND THE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

26. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



# Environment Testing

Eurofins Chicago  
2417 Bond Street  
University Park, IL 60484

Prepared by Campbell, Donna L  
Date 1/9/2023  
Expiration Date 4/9/2023  
Est. Start Date

**Prepared for:**  
Mark Davidson  
MSA Professional Services, Inc  
332 W Superior St  
Duluth, MN 55802  
mdavidson@msa-ps.com  
Tel: (218) 499-3184

**Project: Stevens Point**

**Quote Number: 50021036 - 0**

### Waters

**TAT: 10\_Days (Business Days)**

Matrix	*	Method	Test Description	Quantity	Unit Price	Extended Price
Water		8260B	VOCs - Wisconsin	78	\$ 65.00	\$ 5,070.00
Water		9056A	Sulfate/Chloride	20	\$ 30.00	\$ 600.00
Water		N07-0003	Nitrate-Nitrite Nitrogen	20	\$ 18.00	\$ 360.00
Water		9060A	Organic Carbon, Total (TOC)	20	\$ 25.00	\$ 500.00
Water		6010D	Dissolved Iron (ICP) (Field Filtered)	20	\$ 20.00	\$ 400.00
Water		6010D	Total Iron (ICP)	20	\$ 20.00	\$ 400.00

### Waters

**TAT: 10\_Days (Business Days)**

**(to be analyzed by Eurofins Cedar Falls)**

Matrix	*	Method	Test Description	Quantity	Unit Price	Extended Price
Water	1	SM 4500 SO3 B	Sulfite	20	\$ 35.00	\$ 700.00
<b>Total Waters</b>						<b>\$ 8,030.00</b>

### Air

**TAT: 10\_Days (Business Days)**

**(to be analyzed by Eurofins Knoxville)**

Matrix	*	Method	Test Description	Quantity	Unit Price	Extended Price
Air		TO-15	TO15 VOCs	4	\$ 150.00	\$ 600.00
<b>Total Air</b>						<b>\$ 600.00</b>

\* See Footnotes in Detail Section

### Quote Other Charges

Description	Quantity	Unit Price	Extended Price
Safe and Environmentally Responsible Waste Management (per sample)	102	\$ 3.00	\$ 306.00
Equipment - Flow controller Rental	4	\$ 25.00	\$ 100.00
Equipment - Summa Canister Renta, batch certified	4	\$ 50.00	\$ 200.00
Return Shipping Charges /Air Sample	4	\$ 25.00	\$ 100.00
<b>Total Other Charge</b>			<b>\$706.00</b>



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<b>Total Other Charges</b>	<b>\$ 706.00</b>
<b>Total Analysis Charges</b>	<b>\$ 8,630.00</b>
<b>Grand Total for Quote 50021036</b>	<b>\$ 9,336.00</b>

*\*\*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

### Notes

1) Sulfite is properly performed and treated in the field at the time of sample collection. Laboratory analysis may result in a holding time exceedance qualifier.

The listed methods, compounds, and reporting limits will be used for this project unless mutually agreed to changes are documented in writing prior to samples being received.

### Report

All final data reports will be delivered as .pdf files via email. Large files will be condensed as zip files and sent via email (Please notify your PM if your email server has file size limitations.).

### Eurofins North Central Business T&Cs

#### Confidentiality -

This quote has been prepared by Eurofins Environment Testing North Central, LLC, solely for the use of the customer to whom it is addressed in evaluating Eurofins Environment Testing North Central, LLC's qualifications and capabilities in connection with a particular project. The user of this document agrees by its acceptance to return it to Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC'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 Eurofins Environment Testing North Central, LLC'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, Eurofins Environment Testing North Central, LLC 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

##### Field Sampling Products -

Eurofins Environment Testing North Central, LLC can provide field sampling products upon request and these products are billable to the client at the time of shipment.

Field sampling products may include, but are not limited to:

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- VOA sampling devices, preservation kits, ISM supplies, tubing and filters
- Industrial Hygiene media, surface sampling wipes, source sampling traps

The cost of the soil sampling devices is not included in the quoted rates for volatile analysis.  
Core Samplers

- 5 gram Core N' One and EnCore samplers are available at \$10 each (three required per sample).
- Disposable Core N' One T-Handles are available at \$15 each.
- Eurofins TestAmerica does not supply EnCore T-Handles.

### Field Preservation

- TerraCore Kits (varied) - quoted based on client required configurations
- Disposable Lock N' Load Handles are available at \$12 each.

If any sampling supplies for soil VOCs are requested, they will be included in the quote under Other Charges.

### **Coolers and Sampling Supplies**

- Sampling Supplies: Eurofins Environment Testing North Central, LLC 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. Eurofins Environment Testing North Central, LLC's expects that samples and supplies will be returned to the lab, including empty coolers and a reasonable percentage of the projected sample load - 90% 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. Returned, unused field containers cannot be re-used by the lab and must be disposed of as waste. If the sample containers, received as samples, are less than 90% of the containers order, the sample containers not received as samples will be charged at a rate of \$2 per container.
- Sample Container Shipping: The containers and preservatives required by the project shall 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 Eurofins Environment Testing North Central, LLC's cost. Alternatively, Eurofins Environment Testing North Central, LLC can ship the supplies via carrier of choice by the client using the client's shipping account.

Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC 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 -**

Eurofins Environment Testing North Central, LLC's minimum charge is **\$150** for a group of samples received together for analysis. Our minimum invoice value is \$150.

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### 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 = 40%
- 4 Business Days TAT = 60%
- 3 Business Days TAT = 75%
- 2 Business Days TAT = 100%
- 1 Business Day TAT = 200%

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

Eurofins Environment Testing North Central, LLC will provide two analytical report formats, a final report in PDF format and a standard Eurofins Environment Testing North Central, LLC 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: Eurofins Environment Testing North Central, LLC has many EDD formats available to our clients including the most widely used commercial formats. Eurofins Environment Testing North Central, LLC 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



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### **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.
- 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, Eurofins Environment Testing North Central, LLC's 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 -**

Eurofins Environment Testing North Central, LLC 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. Eurofins Environment Testing North Central, LLC will report the

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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 -**

Eurofins Environment Testing North Central, LLC 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 -**

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

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Testing North Central, LLC network) except for work performed at laboratories which have been audited and approved by Eurofins Environment Testing North Central, LLC.

### **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 Eurofins Environment Testing North Central, LLC's Professional Rate Schedule.

### **Taxes -**

Where reports are issued in or delivered to a state which assesses sales tax on Eurofins Environment Testing North Central, LLC'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 Eurofins Environment Testing North Central, LLC.

Rev: 01/01/2022

## **MyEOL**

Eurofins Environment Testing North Central, LLC is pleased to provide access to our on-line data management tool - MyEOL® - at no additional charge. With MyEOL®, clients have secure 24/7 access to sample results, data reports, edds, invoices and other data management tools. Please contact your Project Manager to create a MyEOL® account and to discuss how this tool may help you efficiently manage your analytical data.

## **Return Shipping**

While the quoted unit rates include return shipping to the laboratory, the laboratory does not accept liability for any shipments delayed and/or not delivered by the shipping carrier, or any damages caused by the shipping carrier prior to receipt at the laboratory.

## **Canister Sample Terms**

### **Canister Sample Terms**

**NOTE:** All TO-14A or TO-15 standard reporting limits (RLs) herein are based on ambient or indoor air matrices. Eurofins TestAmerica typically elevates all standard RLs by a factor of 10X for soil gas, sub-slab or other non-ambient air samples.

**Changes in Scope and Work Revisions -** Because canisters are verified clean for specific analytes and detection limits, project requirements must be agreed upon at the time sampling equipment is requested. Changes in project requirements, after initiation of the project, will be subject to additional charges and will cause turnaround time to be reset.

**Equipment Requests -** The laboratory requires a minimum 7 calendar day notice of request for shipment of batch certified canisters and a minimum 10 calendar day notice of request for individually certified canisters. Large canister orders may take longer to prepare. Orders placed for delivery in less than this time period may incur an expedited processing charge.

**Equipment Rental Charges -** Rental charges for canisters, flow controllers and other ambient air sampling supplies are for a 2 week rental period. Supplies kept by the client longer than 2 weeks will incur additional charges equal to the two week rental rate for every additional two

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week period that supplies are retained. Supplies that are returned to Eurofins TestAmerica unused will also be invoiced at the full rental rate.

**Equipment Damage** - All sampling equipment is verified to be in working condition when shipped from the laboratory. Sampling equipment that is lost, mishandled and/or damaged by the client or the client's subcontractors will be subject to repair charges up to the full replacement cost.

#### **Equipment Charges**

- Plastic Soil Gas Manifold, \$25 (purchase), excludes flow controller
- Stainless Steel Soil Gas Manifold, \$25 (rent), excludes flow controller
- Swagelok fittings, \$2.00/each (purchase)
- "T" fittings, \$20.00 each if not returned
- Teflon tubing, \$6.00/foot (purchase)

**Expedited Shipping** - Expedited requests for canisters and other field sampling supplies will be subject to additional shipping and/or handling charges. Next day delivery of canisters will be billed at a flat rate of \$20 per canister. Alternatively, clients can provide Eurofins TestAmerica with their overnight shipping supplier number.

**Sample Disposal** - Air samples in Summa canisters are held for up to 2 days after the data is reported. After that time, the canister is cleaned. Storage beyond this time frame may be available for an additional fee of \$5 per canister per day. Please contact your PM to inquire about extended storage availability and cost.

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**Prepared for:**  
Mark Davidson  
MSA Professional Services, Inc  
332 W Superior St  
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mdavidson@msa-ps.com  
Tel: (218) 499-3184

**Project: Stevens Point**

**Quote Number: 50021036 - 0**

## Waters

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Water	8260B	VOCs - Wisconsin	1,1,1,2-Tetrachloroethane	1.00	0.462	ug/L
			1,1,1-Trichloroethane	1.00	0.379	ug/L
			1,1,2,2-Tetrachloroethane	1.00	0.398	ug/L
			1,1,2-Trichloroethane	1.00	0.351	ug/L
			1,1-Dichloroethane	1.00	0.410	ug/L
			1,1-Dichloroethene	1.00	0.391	ug/L
			1,1-Dichloropropene	1.00	0.297	ug/L
			1,2,3-Trichlorobenzene	1.00	0.458	ug/L
			1,2,3-Trichloropropane	2.00	0.414	ug/L
			1,2,4-Trichlorobenzene	1.00	0.342	ug/L
			1,2,4-Trimethylbenzene	1.00	0.358	ug/L
			1,2-Dibromo-3-Chloropropane	5.00	1.99	ug/L
			1,2-Dibromoethane	1.00	0.386	ug/L
			1,2-Dichlorobenzene	1.00	0.334	ug/L
			1,2-Dichloroethane	1.00	0.392	ug/L
			1,2-Dichloropropane	1.00	0.428	ug/L
			1,3,5-Trimethylbenzene	1.00	0.254	ug/L
			1,3-Dichlorobenzene	1.00	0.400	ug/L
			1,3-Dichloropropane	1.00	0.361	ug/L
			1,4-Dichlorobenzene	1.00	0.364	ug/L
			2,2-Dichloropropane	1.00	0.444	ug/L
			2-Chlorotoluene	1.00	0.314	ug/L
			4-Chlorotoluene	1.00	0.349	ug/L
			Benzene	0.500	0.146	ug/L
			Bromobenzene	1.00	0.356	ug/L
			Bromochloromethane	1.00	0.429	ug/L
			Bromodichloromethane	1.00	0.372	ug/L
			Bromoform	1.00	0.484	ug/L
			Bromomethane	3.00	0.797	ug/L
			Carbon tetrachloride	1.00	0.384	ug/L
			Chlorobenzene	1.00	0.385	ug/L
			Chloroethane	1.00	0.505	ug/L
			Chloroform	2.00	0.370	ug/L
			Chloromethane	1.00	0.320	ug/L
			cis-1,2-Dichloroethene	1.00	0.409	ug/L
			cis-1,3-Dichloropropene	1.00	0.417	ug/L
			Dibromochloromethane	1.00	0.488	ug/L
			Dibromomethane	1.00	0.271	ug/L
			Dichlorodifluoromethane	3.00	0.674	ug/L
			Ethylbenzene	0.500	0.183	ug/L
Hexachlorobutadiene	1.00	0.446	ug/L			
Isopropyl ether	1.00	0.276	ug/L			
Isopropylbenzene	1.00	0.385	ug/L			

Eurofins Chicago  
2417 Bond Street  
University Park, IL 60484

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**Waters**

Matrix	Method	Test Description	Analyte	RL	MDL	Units
<b>Continued</b>						
			Methyl tert-butyl ether	1.00	0.394	ug/L
			Methylene Chloride	5.00	1.63	ug/L
			Naphthalene	1.00	0.335	ug/L
			n-Butylbenzene	1.00	0.389	ug/L
			N-Propylbenzene	1.00	0.414	ug/L
			p-Isopropyltoluene	1.00	0.362	ug/L
			sec-Butylbenzene	1.00	0.399	ug/L
			Styrene	1.00	0.386	ug/L
			tert-Butylbenzene	1.00	0.398	ug/L
			Tetrachloroethene	1.00	0.370	ug/L
			Toluene	0.500	0.152	ug/L
			trans-1,2-Dichloroethene	1.00	0.349	ug/L
			trans-1,3-Dichloropropene	1.00	0.362	ug/L
			Trichloroethene	0.500	0.164	ug/L
			Trichlorofluoromethane	1.00	0.427	ug/L
			Vinyl chloride	1.00	0.204	ug/L
			Xylenes, Total	1.00	0.219	ug/L
			<b>Surrogate Cpnd</b>			
			1,2-Dichloroethane-d4 (Surr)			
			4-Bromofluorobenzene (Surr)			
			Dibromofluoromethane			
			Toluene-d8 (Surr)			
				RL	MDL	Units
Water	9056A	Sulfate/Chloride	Chloride	0.200	0.170	mg/L
			Sulfate	0.200	0.0950	mg/L
				RL	MDL	Units
Water	N07-0003	Nitrate-Nitrite Nitrogen	Nitrate Nitrite as N	0.100	0.0411	mg/L
				RL	MDL	Units
Water	9060A	Organic Carbon, Total (TOC)	Total Organic Carbon - Duplicates	1.00	0.470	mg/L
				RL	MDL	Units
Water	6010D	Dissolved Iron (ICP) (Field Filtered)	Iron	0.200	0.0819	mg/L
				RL	MDL	Units
Water	6010D	Total Iron (ICP)	Iron	0.200	0.0819	mg/L

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**Waters**

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Water	SM 4500 SO3 B	Sulfite	Sulfite	3.00	1.50	mg/L

**Air**

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Air	TO-15	TO15 VOCs	Acetone	7.50	1.40	ppb v/v
			Benzene	0.200	0.0330	ppb v/v
			Benzyl chloride	0.800	0.0950	ppb v/v
			Bromodichloromethane	0.200	0.0440	ppb v/v
			Bromoform	0.200	0.0660	ppb v/v
			Bromomethane	0.200	0.0550	ppb v/v
			2-Butanone (MEK)	1.00	0.180	ppb v/v
			Carbon disulfide	0.500	0.0870	ppb v/v
			Carbon tetrachloride	0.200	0.0320	ppb v/v
			Chlorobenzene	0.200	0.0560	ppb v/v
			Chloroethane	0.800	0.0790	ppb v/v
			Chloroform	0.200	0.0360	ppb v/v
			Chloromethane	1.00	0.160	ppb v/v
			cis-1,2-Dichloroethene	0.200	0.0250	ppb v/v
			cis-1,3-Dichloropropene	0.400	0.0480	ppb v/v
			Cyclohexane	0.500	0.0930	ppb v/v
			Dibromochloromethane	0.200	0.0340	ppb v/v
			1,2-Dibromoethane (EDB)	0.200	0.0310	ppb v/v
			1,2-Dichlorobenzene	0.400	0.0780	ppb v/v
			1,3-Dichlorobenzene	0.200	0.0400	ppb v/v
			1,4-Dichlorobenzene	0.200	0.0400	ppb v/v
			Dichlorodifluoromethane	0.500	0.0350	ppb v/v
			1,1-Dichloroethane	0.200	0.0270	ppb v/v
			1,2-Dichloroethane	0.200	0.0250	ppb v/v
			1,1-Dichloroethene	0.200	0.0320	ppb v/v
			1,2-Dichloropropane	0.200	0.0250	ppb v/v
			1,2-Dichloro-1,1,2,2-tetrafluoroethane	0.200	0.0300	ppb v/v
			1,4-Dioxane	5.00	0.0750	ppb v/v
			Ethylbenzene	0.200	0.0330	ppb v/v
			Hexachlorobutadiene	1.00	0.0800	ppb v/v
			Hexane	0.800	0.0630	ppb v/v
			Isopropyl alcohol	5.00	0.240	ppb v/v
			Isopropylbenzene	0.800	0.0430	ppb v/v
			Methylene Chloride	1.00	0.340	ppb v/v
			4-Methyl-2-pentanone (MIBK)	1.00	0.140	ppb v/v
			Methyl tert-butyl ether	1.00	0.130	ppb v/v

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**Air**

Matrix	Method	Test Description	Analyte	RL	MDL	Units
<b>Continued</b>						
			m-Xylene & p-Xylene	0.800	0.0730	ppb v/v
			Naphthalene	0.500	0.100	ppb v/v
			o-Xylene	0.200	0.0380	ppb v/v
			Styrene	0.200	0.0600	ppb v/v
			1,1,2,2-Tetrachloroethane	0.200	0.0350	ppb v/v
			Tetrachloroethene	0.200	0.0290	ppb v/v
			Tetrahydrofuran	5.00	0.180	ppb v/v
			Toluene	1.00	0.0570	ppb v/v
			trans-1,2-Dichloroethene	0.200	0.0330	ppb v/v
			trans-1,3-Dichloropropene	0.200	0.0490	ppb v/v
			1,2,4-Trichlorobenzene	2.00	0.0890	ppb v/v
			1,1,1-Trichloroethane	0.200	0.0720	ppb v/v
			1,1,2-Trichloroethane	0.200	0.0380	ppb v/v
			Trichloroethene	0.200	0.0330	ppb v/v
			Trichlorofluoromethane	0.200	0.0280	ppb v/v
			1,1,2-Trichloro-1,2,2-trifluoroethane	0.200	0.0240	ppb v/v
			1,2,4-Trimethylbenzene	0.200	0.0500	ppb v/v
			1,3,5-Trimethylbenzene	0.400	0.160	ppb v/v
			Vinyl acetate	5.00	0.0700	ppb v/v
			Vinyl bromide	0.200	0.0500	ppb v/v
			Vinyl chloride	0.400	0.0650	ppb v/v
			Xylenes, Total	0.400	0.0380	ppb v/v



**EUROFINS ENVIRONMENT TESTING NORTH CENTRAL, LLC TERMS AND CONDITIONS OF SALE (Short Form)**

When a purchaser (Client) places an order for laboratory, consulting or sampling services from Eurofins Environment Testing North Central, LLC, a Delaware corporation, Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC'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 Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC 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, Eurofins Environment Testing North Central, LLC will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when Eurofins Environment Testing North Central, LLC 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, Eurofins Environment Testing North Central, LLC reserves its rights to modify its turnaround time commitment, change the date upon which Eurofins Environment Testing North Central, LLC will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.3 Eurofins Environment Testing North Central, LLC reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of Eurofins Environment Testing North Central, LLC: 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 Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC provides courier services. In no event will Eurofins Environment Testing North Central, LLC have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from Eurofins Environment Testing North Central, LLC's premises. Client is responsible for assuring that any sample that contains or may contain any hazardous substance to be delivered to Eurofins Environment Testing North Central, LLC's premises is properly packaged, labeled, transported and delivered, all in accordance with applicable laws.

1.5 Eurofins Environment Testing North Central, LLC reserves the right to begin processing samples upon receipt, unless the Client specifically notifies Eurofins Environment Testing North Central, LLC 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. Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC. For clients with approved credit, payment terms are net 30 days from the date of invoice by Eurofins Environment Testing North Central, LLC, 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, Eurofins Environment Testing North Central, LLC 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. Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. Eurofins Environment Testing North Central, LLC 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. Eurofins Environment Testing North Central, LLC'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. Eurofins Environment Testing North Central, LLC will be compensated consistent with Section 2 of these Terms and Conditions. Eurofins Environment Testing North Central, LLC will complete all work in progress and be paid in full for all work completed.

**4. WARRANTIES AND LIABILITY**

4.1 Where applicable, Eurofins Environment Testing North Central, LLC will use appropriate and approved analytical test methods. Eurofins Environment Testing North Central, LLC has referenced these methods in its Laboratory Quality Manuals and has documented them in Standard Operating Procedures. Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC's Laboratory Quality Manuals. Client may request that Eurofins Environment Testing North Central, LLC perform according to a

mutually agreed Quality Assurance Project Plan (QAPP). If samples arrive prior to agreement on a QAPP, Eurofins Environment Testing North Central, LLC will proceed with analyses under its standard Quality Manuals then in effect. Eurofins Environment Testing North Central, LLC will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

4.2 Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC 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, Eurofins Environment Testing North Central, LLC will use its best efforts to meet holding times and will proceed with the work provided that, in Eurofins Environment Testing North Central, LLC's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with Eurofins Environment Testing North Central, LLC'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 Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC prior to Sample Delivery Acceptance. Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC in connection with any services performed by Eurofins Environment Testing North Central, LLC or any results generated from such services, and Eurofins Environment Testing North Central, LLC gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC will be limited to repeating any services performed, contingent on the Client's providing, at the request of Eurofins Environment Testing North Central, LLC 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, Eurofins Environment Testing North Central, LLC'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 Eurofins Environment Testing North Central, LLC'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 Eurofins Environment Testing North Central, LLC's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC have any responsibility or liability to the Client for any failure or delay in performance by Eurofins Environment Testing North Central, LLC that results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of Eurofins Environment Testing North Central, LLC. 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 Eurofins Environment Testing North Central, LLC's reasonable control.

## 5. RESULTS, WORK PRODUCT

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

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC's right to independently defend its data.

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

5.5 Eurofins Environment Testing North Central, LLC 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. Eurofins Environment Testing North Central, LLC reserves the right to return to the Client any sample or unused portion of a sample that is not within Eurofins Environment Testing North Central, LLC's permitted capability or the capabilities of Eurofins Environment Testing North Central, LLC'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, Eurofins Environment Testing North Central, LLC agrees to retain all records for five (5) years.

5.7 If Eurofins Environment Testing North Central, LLC is required to respond to legal process related to services for Client, Client agrees to reimburse Eurofins Environment Testing North Central, LLC 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 Eurofins Environment Testing North Central, LLC's current published rates.

## **6. INSURANCE**

6.1 During the performance of services under these Terms and Conditions, Eurofins Environment Testing North Central, LLC shall maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over Eurofins Environment Testing North Central, LLC's employees who are engaged in the performance of the work. Eurofins Environment Testing North Central, LLC 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), Professional Liability Insurance (limit of \$5,000,000 per claim/ aggregate) and Pollution Liability insurance (limit of \$1,000,000 per claim/aggregate).

## **7. MISCELLANEOUS PROVISIONS**

7.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by Eurofins Environment Testing North Central, LLC, 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 Eurofins Environment Testing North Central, LLC. 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 Eurofins Environment Testing North Central, LLC'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.

## Mark Davidson

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**From:** John Hawkins <John.Hawkins@pacelabs.com>  
**Sent:** Friday, January 6, 2023 10:03 AM  
**To:** Mark Davidson  
**Subject:** RE: Lab quote

VOCs **\$6,177.60**

74 Groundwater samples – VOCs by 8260 **\$79.20 each**  
4 groundwater Trip blanks – VOCs by 8260 **\$79.20 each**

20 groundwater samples for: **\$2,657.0**

Sulfate **\$18.70 each**  
Sulfite **\$18.70 each**  
nitrate/nitrite (NO2/NO3) **\$18.70 each**  
chlorine **\$18.70 each**  
TOC **\$31.50 each**  
Dissolved Iron **\$12.90 each**  
Total iron **\$12.90 each**  
Metals Digestion Fee **\$15.00 per COC**

4 soil gas samples for VOCs by TO-15 **\$1,061.60**

TO-15TIC **\$265.40 each**

Includes canister Rental, Flow controller rental, tubing and swagelock fittings.

### John V Hawkins

*Senior Chemist / Project Manager II*

#### Pace Analytical National Center for Testing & Innovation

12065 Lebanon Road | Mt. Juliet, TN 37122

Office: 615-773-9669 | Cell: 615-519-4793 | Fax: 615-758-5859

[John.Hawkins@pacelabs.com](mailto:John.Hawkins@pacelabs.com) | [pacenational.com](http://pacenational.com)

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**From:** Mark Davidson <mdavidson@msa-ps.com>  
**Sent:** Friday, January 06, 2023 9:45 AM  
**To:** John Hawkins <John.Hawkins@pacelabs.com>  
**Subject:** Lab quote

**CAUTION:** This email originated from outside Pace Analytical. Do not click links or open attachments unless you recognize the sender and know the content is safe.

John,

Can you please put together a quote for the following analysis for a project in Stevens Point, Wisconsin?

74 Groundwater samples – VOCs by 8260  
4 groundwater Trip blanks – VOCs by 8260  
20 groundwater samples for sulfate/sulfite, nitrate/nitrite, chlorine, TOC, dissolved and total iron  
4 soil gas samples for VOCs by TO-15

Please let me know if you have any questions.

Thanks,

Mark



**Mark Davidson, PG** | Senior Project Hydrogeologist

MSA Professional Services, Inc.

100% Employee Owned

+1 (218) 499-3184



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