

**CHANGE ORDER**

In-Scope

Out-of-Scope

Project: Benner Twp

Change Order No.: 4

Date: 1/18/22

Requisition No: GTAC7-4-106

Contractor: HDR Engineering

Regional PM: John Ciccone

Contractor PM: Matthew Blanchard

**Description of Adjustment:**

The Project Management budget in Change Order 03 was mistakenly authorized under the Project Planning Budget (see attached email from HDR to the PADEP dated 12/29/21). This Change Order 04 requests the reallocation of funding from Task 1010 budget to Task 1000 in order to correct the mistake. In addition, this Change Order requests funding for project planning (Task 1010), report prep (Task 2070), groundwater sampling (Task 3012), utility markout (Task 3000), and procurement (Task 1040) activities.

**Reason / Justification for the Adjustment:**

HDR emailed the PADEP on 12/29/21 that the Change Order 03 PM budget was mistakenly applied to the Project Planning budget. The authorized PM budget should be increased by a total of \$1,941.98 and the Project Planning budget should be decreased by \$1,166.48 (this includes the \$775.50 project planning budget proposed in Change Order 04).

As discussed during the January 13, 2022 teleconference, the PADEP notified HDR that the BOL is unable to schedule water samples for PFAS analysis and requested HDR to add the analysis of water samples with the previously approved subcontracted laboratory (Eurofins Laboratory, Inc.). Up to six (6) groundwater samples will be collected by the PADEP from potable water supply wells located in Benner Township. The PADEP approved HDR to submit a Change Order 04 for the laboratory analytical costs, the fees for the Benner Township utility clearance permits, and to update the Sampling Analysis Plan. HDR is requesting additional funding for these tasks as well as funding for project planning (Task 1010) to prepare Change Order 04.

**Schedule Impact:**




None.

Current Project Budget: \$82,351.41

Cost of Change Order: \$6,551.97

Task:	1000	\$1,941.98
	1010	-\$1,166.48
	1040	\$258.50
	2070	\$551.52
	3000	\$363.84
	3012	\$4,602.61

New Project Budget: \$88,903.38

	<u>1/18/2022</u>
Contractor Representative	Date
	<u>1/19/2022</u>
DEP Project Manager	Date
	<u>1/19/2022</u>
DEP Supervisor/Manager	Date
_____	_____
DEP ECP Manager/Division Chief	Date
_____	_____
DEP Contract Manager	Date

- Estimate Attached
- Work Plan Addendum Attached
- Revised Schedule Attached

**Task Summary: Change Order 04  
Benner Township Site  
Requisition Number GTAC7-4-106  
January 2022**

<b>WBS</b>	<b>Current Task Authorization</b>	<b>Est. Remaining Funding (as of 12/25/21)</b>	<b>Change Order 4 Funding Request</b>	<b>New Total Authorization</b>
Task 1000- Project Management	\$ 2,289.69	\$ (423.44)	\$1,941.98	\$ 4,231.67
Task 1010- Project Planning	\$ 16,570.51	\$ 475.16	(\$1,166.48)	\$ 15,404.03
Task 1020-File/Document Review	\$ 12,916.94	\$ 1,022.26	\$0.00	\$ 12,916.94
Task 1040 - Procurement	\$ 2,300.81	\$ 391.35	\$258.50	\$ 2,559.31
Task 2070 - Report Prep	\$ 20,311.69	\$ 8,683.73	\$551.52	\$ 20,863.21
Task 2200 - Project Meetings	\$ 2,509.37	\$ 1,213.64	\$0.00	\$ 2,509.37
Task 3000 - Site Survey/Utility Markout	\$ 3,357.84	\$ 607.76	\$363.84	\$ 3,721.68
Task 3011 - Soil Sampling	\$ 20,415.70	\$ 20,415.70	\$0.00	\$ 20,415.70
Task 3012 - Groundwater Sampling	\$ -	\$ -	\$4,602.61	\$ 4,602.61
Task 3080 - IDW Disposal	\$ 1,678.86	\$ -	\$0.00	\$ 1,678.86
<b>Totals</b>	<b>\$ 82,351.41</b>	<b>\$ 32,386.16</b>	<b>\$ 6,551.97</b>	<b>\$ 88,903.38</b>

**Cost Estimate: Change Order 4  
Benner Township Site  
Requisition Number GTAC7-4-106  
January 2022**

WBS	Description	Classification	Hours / Quantity	Unit Rate	Cost Estimate	Comments
<b>1000</b>	<b>Project Management</b>				<b>\$1,941.98</b>	
<b>1000.01</b>	<i>Correction to PM budget from CO 03</i>				<i>\$1,941.98</i>	
	Blanchard, Matthew	Project Manager/Sr. Environmental Scientist	12	\$129.25	\$1,551.00	3 hours per month for 4 months
	McMonagle, Tom	Program Manager	2	\$195.49	\$390.98	QC of Project Management activities
<b>1010</b>	<b>Project Planning</b>				<b>\$775.50</b>	
<b>1010.01</b>	<i>Project Planning</i>				<i>\$775.50</i>	
	Blanchard, Matthew	Project Manager/Sr. Environmental Scientist	6	\$129.25	\$775.50	Project planning calls with the PADEP for PFAS water sampling, prep CO and cost estimate
					<b>Total</b>	<b>\$775.50</b>
<b>1040</b>	<b>Procurement</b>				<b>\$258.50</b>	
<b>1040.01</b>	<i>Increase the existing lab fee for water samples</i>				<i>\$258.50</i>	
	Blanchard, Matthew	Project Manager/Sr. Environmental Scientist	2	\$129.25	\$258.50	Request quote from Eurofins. Review quote. Review with PADEP
					\$0.00	
					<b>Total</b>	<b>\$258.50</b>
<b>2070</b>	<b>Report Prep</b>				<b>\$551.52</b>	
<b>2070.01</b>	<i>Update the SAP to include PFAS in Water Samples</i>				<i>\$551.52</i>	
	Markowitz, Katie	RA/Env. Sci	6	\$91.92	\$551.52	Update the SAP/QAPP with the PFAS analysis for potable water samples and potable well info.
					<b>Total</b>	<b>\$551.52</b>
<b>3000</b>	<b>Site Survey/Utility Markout</b>				<b>\$363.84</b>	
<b>3000.01</b>	<i>Prepare the Utility Clearance Permits</i>				<i>\$363.84</i>	
	Markowitz, Katie	RA/Env. Sci	2	\$91.92	\$183.84	Permit application prep, submit to twp.
	Permit Fees		3	\$60.00	\$180.00	Benner Twp permit fee (1 permit for High Tech Road, 1 permit for Walnut Grove Drive, and 1 permit for Fillmore Road)
					<b>Total</b>	<b>\$363.84</b>
<b>3012</b>	<b>Groundwater Sampling</b>				<b>\$4,602.61</b>	
<b>3012.01</b>	<i>New task for groundwater sampling of potable water</i>				<i>\$4,602.61</i>	
	Blanchard, Matthew	Project Manager/Sr. Environmental Scientist	1	\$129.25	\$129.25	Review analytical report
	Markowitz, Katie	RA/Env. Sci	3	\$91.92	\$275.76	Bottle order and sample pickup coordination with PADEP and lab, COC support
	Analytical Costs	Estimated	12	\$300.00	\$3,600.00	PFAS analysis for 6 potable water samples and 6 Field Reagent Blank samples (see attached quote)
	Analytical Costs	Estimated	1	\$360.00	\$360.00	PFAS-free DI water, courier pickup of samples, waste management fee (see attached quote)
	Analytical Costs	Estimated	1	\$237.60	\$237.60	Applicable sales tax will be added to invoices where required by law
					<b>Total</b>	<b>\$6,551.97</b>

January 18, 2022

Matthew Blanchard  
HDR Inc  
4900 Ritter Road  
Suite 240  
Mechanicsburg, PA 17055-4807  
matthew.blanchard@hdrinc.com

Subject: Quotation Number 41009202 for Benner Twp - PFAS waters

Dear Matthew Blanchard:

Thank you for the opportunity to provide this quotation for analytical testing services for Benner Twp - PFAS waters. Our quotation includes pricing and all relevant information regarding our accreditation status, technical details, turnaround time, deliverables, and a copy of our General Provisions. Marrison Williams is your Project Manager and can be contacted at 717 556-7246 or Marrison.Williams@eurofinset.com.

Eurofins Lancaster Labs Environment Testing, LLC (ELLE) is the largest single-site laboratory in the U.S., located on our 532,000 sq ft, 47 acre campus. We are accredited by NELAP, DOD, and 40 states, and are dedicated to providing the highest quality available in the industry.

Our team offers you the following advantages in order to make your project a success:

- **Capacity** unrivaled in the industry. Offering you more analysis methods and data deliverable options at one location than any other facility, eliminating the need for multiple facilities. We're staffed on weekends and operate multiple shifts to meet your standard and rush TAT needs, and also offer 24/7 sample receipt.
- **TotalAccess** provides web access to your data, including analysis reports, COCs, data packages, EDDs, and exportable data tables, as well as the ability to compare your results to regulatory limits.
- **Project Management** dedicated to your project that supports sample container orders, project setup, and continuous monitoring of your project in the laboratory. Our staff is experienced and trained in laboratory operations, regulations, and state requirements.
- **PFAS, Dioxins/Furans, and PCB Congener** analysis provided in our facility eliminates the need to use multiple labs.

In the absence of an existing contract, a site-specific QAPP, or Statement of work, ELLE will follow the terms in our General Provisions and the method procedures and reporting limits as outlined in our Standard Operating Procedures.

We look forward to working with you on this project. If you have any questions about our quotation or would like to request additional information about Eurofins Lancaster Laboratories Environment Testing, LLC, please contact me at 330 936-6198 or Chris.Coast@Eurofinset.com.

Sincerely,

Chris Coast  
Business Development Specialist

Eurofins Lancaster Laboratories Env, LLC  
 2425 New Holland Pike  
 Lancaster, PA 17601

**Prepared for:**

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**Drinking waters**

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

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	EPA 537.1	DW EPA 537.1 List of 18 - Includes FB	12	\$ 300.00	\$ 3,600.00
<b>Total Drinking waters</b>					<b>\$ 3,600.00</b>

**Quote Other Charges**

Description	Quantity	Unit Price	Extended Price
Safe and Environmentally Responsible Waste Management (per sample)	12	\$ 2.50	\$ 30.00
PFAS-free DI water for field reagent blanks (if needed)	6	\$ 10.00	\$ 60.00
Courier Pickup (Normal Hours) in Bellefonte PA, per trip	1	\$ 270.00	\$ 270.00
<b>Total Other Charge</b>			<b>\$360.00</b>

**Total Other Charges \$ 360.00**  
**Total Analysis Charges \$ 3,600.00**  
**Grand Total for Quote 41009202 \$ 3,960.00**

*\*\*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

### Accreditation

Eurofins Lancaster Laboratories Environment Testing, LLC (ELLE) is certified in Pennsylvania for the parameters quoted above.

### Courier Service

Our Same Day Courier service is available Monday through Friday from 8:00 AM to 3:00 PM on our regularly scheduled routes, a \$50 per pick-up fee will apply. Special arrangements can be made for pick-ups at other times and from outside of our standard routes. Please contact your project manager at least 24 hours in advance to schedule a courier pick-up. Otherwise, the cost to ship samples to the lab for testing is the responsibility of the client.

### Sampling Supplies

Please contact your project manager prior to sampling activities to order sampling supplies (e.g. bottles, coolers) or to confirm proper containers and volume requirements.

When ordering sampling containers, we recommend that you order exact quantities required for your scope of work. Unused sample containers should not be returned to the lab for reuse due to possible contamination issues. After disposing of the unused containers, the client is responsible for the cost to ship the empty coolers to the lab.

Delivery of bottles to the project site or your office will be provided by Eurofins Lancaster Laboratories Environmental, LLC via ground transportation at no charge within the contiguous United States. Please place your request for bottle delivery at least 5 business days prior to your required delivery date. If fewer than 5 days' notice is provided and alternative/quicker shipping is required, additional shipping and handling charges will apply.

### Data Deliverables

Unless otherwise instructed your data will be provided in our standard report format, comparable to an EPA Level II deliverable and Excel EDD. If a more extensive deliverable format is required for your project, please inform your project manager prior to sample submission. Additional charges may apply.

ELLE offers a variety of data deliverable options, including but not limited to Level III, IV, DOD ELAP, and state specific. These deliverable formats must be requested at the time of sample submission and may be surcharged up to 15% of the total analytical cost. Requests for these deliverable formats after data has been reported will incur additional generation and assembly fees (hourly rates may apply).

Data packages will be available on our on-line data retrieval system, Total Access, 10 business days after sample submittal. Packages can also be uploaded to a client's FTP site. Contact your client service representative if you need to set up a Total Access account or need other arrangements for your packages.

If an EDD is required for your project please inform your project manager prior to submitting samples.

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Requests for EDDs after the final report is prepared may result in a fee. Complex EDDs may also require a fee.

**PFAS**

**Field QC for Non-Potable Water, Soil and other Non-Drinking Water Matrices**

When using the modified method of EPA 537(Isotope Dilution), it is at the client's discretion if site specific QC is required for their project. It is Eurofins' recommendation that the Field Reagent Blanks are included at a minimum. Also, if you are using equipment for the first time it is advisable that you also collect an equipment blank

If requested or submitted, any field reagent blanks, equipment blanks, trip blanks or MS/MSDs will be billed at the unit rate.

**PFAS-Free DI Water & Bottles**

Sample containers, coolers and chain of custody forms are provided at no additional cost. We will provide PFAS-free plastic (polyethylene) containers with Teflon lining-free lids for PFAS testing. Please provide 5 days' notice when requesting sample container/collection kit delivery. Laboratory water is tested and confirmed to be PFAS analyte-free. We provide PFAS-free deionized water for field and equipment blanks at \$10 per blank. We can provide additional deionized water for field decontamination at \$20 per liter bottle.

**AFFF Related Samples**

Due to the potential for high concentrations of PFASs in these samples, it is critical that the associated chain of custody and sample containers clearly state that these are AFFF related samples.

**PFAS Technical Comments**

Please inform your project or account manager of samples with known or expected high PFAS values. This will enable us to avoid possible instrument downtime due to carryover. If samples with high PFC levels result in the need for extensive instrument cleanup a charge of \$250 will be incurred.

If analysis of the extract demonstrates that PFAS target analytes have exceeded the calibration range for the analytical method or the analysis demonstrates that interferences have compromised the accuracy of reported results, the extract can be diluted appropriately and reanalyzed. Dilutions up to 50X -100X can typically be accommodated. Extract dilutions greater than 100x may require that the sample be re-extracted at a reduced volume to bring target analytes to within calibration range. If the sample requires re-extraction using a reduced volume this complex dilution will incur a charge of 60% of the analytical rate. You will be given the option of reporting with "E" flags (concentration exceeds the calibration range) or continuing with re-extractions and additional dilutions at the extra charge. High concentration samples may also impact our quoted turnaround time.

A 60% surcharge will apply to samples that require re-extraction with smaller initial volumes due to high concentrations.

Non-routine matrices, pure products (AFFF), complex IDW and solvent waste will be charged at a higher rate and may have extended TAT.

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**PFAS Project/Site Information Needed**

**Prior to submitting samples for PFAS testing please review the following questions and provide a written response to your project manager:**

1. Do you have any historical data or knowledge of the history at the project site?
2. Was AFFF used or stored at the site? Will you be sampling from those areas and can that be noted on the COC?
3. What type of businesses were active in the past on this site? Was there any fluorochemical manufacturing activity at the site?
4. Are these samples part of, or related to, PFAS remediation activities? Are you expecting high concentrations?
5. Are there any actions levels at the site?
6. Are any of the samples you will be submitting spiked with known concentrations of PFAS? If so, the concentrations need to be noted on the COC.

**QC Samples**

Analysis of site-specific QC (MS/MSD, Field DUP) is billable at the unit rates quoted for each analytical method.  
Analysis of field QC, such as Field Blanks, Equipment Blanks, Rinse Blanks and/or Trip Blanks are billable at the unit rates quoted for each analytical method.  
If the scope of work requires site-specific Matrix Spike/Matrix Spike Duplicates (MS/MSD), triplicate volume must be submitted and indicated as QC samples on the Chain-of-Custody. Unless sufficient volume is submitted to perform an MS/MSD for each analytical batch, a Laboratory Control Spike/ Laboratory Control Spike Duplicate (LCS/LCSD) will be performed to demonstrate precision and accuracy at a batch level.

**Difficult Matrix Surcharge**

A difficult matrix surcharge of 25% may be applied if additional chemistry/handling is required to analyze a given sample (above and beyond routine SOP).

**Standard Rush Surcharges/TAT**

Rush TAT service may be available for your project. Not all methods are offered on a rush TAT basis. Please consult with your project manager on availability of rush TAT service. Surcharges for Rush TAT are as follows (for all methods except for Dioxin and Furans, TOF/AOF/TF, PCB Congeners, and PCB Homologs):

5 business days:	25%
4 business days	35%
3 business days	50%
2 business days	100%
1 business day	200%



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**Advance notice is strongly recommended for all rush analyses. Availability of rush service is contingent upon approval of the labs involved and must be approved prior to sample submission.**

**Total Access**

Use of Eurofins' on-line data management tool and interactive portal, TotalAccess, provides clients with 24/7 access to all project information, including: sample results, data reports, EDDs, and invoices. This tool enables clients to manage their analytical data electronically and eliminates shipping costs and paper consumption, thereby reducing impacts on the environment. **Eurofins is pleased to provide access to TotalAccess at no additional charge.** Please contact your Project Manager to create a TotalAccess account and to discuss how this tool may help you efficiently manage your analytical data.

**General Provisions**

**General Provisions** (These provisions apply unless alternate provisions have been agreed to by both parties)

**Purchase Orders and Contract Terms**

A valid purchase order is required with all sample submissions. Unless otherwise agreed in writing by both parties, submitting samples for testing services constitutes acceptance of the Eurofins Lancaster Laboratories Environmental, LLC Standard Terms and Conditions. Eurofins Lancaster Laboratories Environmental, LLC standard payment terms are NET 30 Days.

**Quoted Fees**

Unless the fees quoted are based on contractually agreed upon rates, the fees provided in this quotation are subject to revision if the size and scope of the project differs from what was originally presented to us at the time of the quote request. We reserve the right to modify our fees if there is a significant reduction in the number of samples and/or tests performed or if samples require additional preparation work in order to successfully perform the test or meet specifications.

**Reporting Format (MDL/LOQ)**

Eurofins Lancaster Laboratories Environment Testing, LLC's default reporting format is to report to our MDL (Method Detection Limit). For data reported to the MDL, our standard protocol is to qualify any detections between the MDL and LOQ with a "J" on your analysis report. Please contact your project manager if you require the lab to report to the LOQ (Limit of Quantitation).

**Data Deliverables**

Standard Analysis Reports include a Quality Control (QC) Summary, Lab Sample Analysis Record, and your chain of custody (COC).

Full Data Package (Level IV or non-CLP Validation Package) includes Standard Analysis Reports plus a case narrative, sample, standards, and QC raw data as well as QC and data summary forms required for data validation.

Reduced Data Packages - includes Standard Analysis Reports, a Case Narrative, QC Summary forms, Sample Prep and Run Logs, and Raw Data for GC and GC/MS analyses.

State-Specific Deliverables including New Jersey Reduced or Regulatory, New York ASP-A or ASP-B, Texas TRRP-13, Massachusetts MA MCP, Connecticut CT RCP, and other formats are also available.

Hard copy (paper) data packages are not routinely provided. If a paper copy is requested, additional fees will apply.

**Turnaround Time (TAT)**

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Standard Analysis Reports are provided via email in PDF with your COC within 10-15 business days depending on the analyses requested. Samples put on hold or sequential analyses will lengthen the TAT, and may also require rush surcharges if less than half of the holding time remains when notification to proceed with testing is given.

**Bottle Orders/Shipping**

Unless otherwise agreed or presented in this quotation, Eurofins Lancaster Laboratories Environment Testing, LLC requires at least 5 business days notice to prepare and ship your sample containers. We will provide shipping of the containers to you via Federal Express Ground service at no charge. Shipping of the containers back to the lab is the client's responsibility. Returned coolers and containers that are not used for sampling may be charged to the client. Eurofins Lancaster Laboratories Environment Testing, LLC covers shipping costs to the 48 contiguous states, excluding AK, HI, PR, and international shipping. ELLE will provide adequate sample containers, coolers, and packing materials for your project. Fees for extra supplies and the associated shipping costs will depend upon your project needs. Additional fees will apply for unused or returned sampling supplies.

**Sample Receiving**

Eurofins Lancaster Laboratories Environment Testing, LLC can receive samples 24/7. Samples will be logged in our LIMS the same day received except on Sundays, major holidays, or if discrepancies exist between samples and the chain of custody.

**Hazardous Sample Communications**

The client is responsible for communicating to the laboratory any known or suspected hazardous characteristics of the samples they intend to submit. This information should be provided in advance if available or with the samples as documentation on the Chain of Custody form. Please submit all relevant Safety Data Sheets (SDS) with each sample shipment.

**Sample Receipt Notification**

Upon receipt of samples at our lab, we will review the COC, measure and record the temperature, and contact you if there are sample discrepancies. You can view your sample information including the sample ID, tests to be performed, etc. via our web site at [www.Eurofinsus.com/lanclabserv](http://www.Eurofinsus.com/lanclabserv). Contact your Project Manager to receive an electronic Sample Acknowledgement with the sample ID, tests to be performed, COC, and sample receipt log.

**Quality Control Samples**

Eurofins Lancaster Laboratories Environment Testing, LLC will analyze and evaluate the required method quality control samples at no charge. If your project requires analysis of site-specific MS/MSD or Field QC (trip blanks, field blanks, field duplicates, equipment blanks, etc.), they are billable at the unit rates presented in the quotation.

**Safe and Environmentally Responsible Waste Management (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.

**Minimum Charge per Sample Group**

Eurofins Lancaster Laboratories Environment Testing, LLC reserves the right to charge a minimum \$150 per sample group submitted to the lab.

**Hold Analyses**

Any samples received at the lab but not analyzed will be invoiced at \$25 per sample.

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**Sample Storage/Disposal**

We will hold your unused sample portions for 7 days past the date the analysis report is issued and, unless your samples need special handling, we will dispose of them following applicable regulations including but not limited to CFR, DOT, and USDA. All unused sample portions, bottles, labels, etc. are incinerated. There will be a monthly charge per sample if extended storage is needed. Please contact your account manager for rates.

**Data Storage**

Analysis reports and all supporting documentation including instrument printouts, raw data, and summary forms are stored for a minimum of 5 years.

**Terms and Conditions**

**General Terms & Conditions of Sale - Eurofins Lancaster Laboratories Environment Testing, LLC**

**1. Area of Application**

1.1 All Orders accepted by "Eurofins Lancaster Laboratories Environment Testing, LLC or any of its subsidiaries or affiliates" (collectively, "ELLE") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with ELLE is accepted by ELLE. An order placed with ELLE is considered as accepted by ELLE when (a) ELLE proceeds to fulfill that order, without need for any written confirmation from ELLE or (b) ELLE accepts the order in writing.

If ELLE and Customer have an existing Services Agreement in place (i.e., Master Service Agreement, Laboratory Service Agreement or Environmental Service Agreement), that Agreement will constitute the entire agreement between the parties and any additional or conflicting terms and conditions are null and void.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. Only the chairman or president (collectively, "officer") has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ELLE, unless it is in writing and signed by an officer of ELLE.

**2. Placement of Order**

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using ELLE-approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to ELLE quoting the customer reference. ELLE is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by an officer of ELLE, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or

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Expiration Date 4/13/2022  
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**Project: Benner Twp - PFAS waters**

**Quote Number: 41009202 - 3**

provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ELLE will be treated as a separate contract between ELLE and the customer.

2.3 A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

**3. Price and Terms of Payment**

3.1 If the acknowledgment of an order does not state otherwise, ELLE's prices apply. Any additional cost or disbursement (e.g., incurred by ELLE in connection with the order) must be paid by the customer.

3.2. Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by ELLE in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of seventy five dollars (\$75) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.4 ELLE has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

3.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from ELLE. The customer undertakes to provide bank account details.

3.6 ELLE is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

**4. Duties of Customer in Delivering Samples or Materials**

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ELLE is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated - for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded - ELLE shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by ELLE to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to ELLE premises, instruments, personnel or representatives. It is the customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, transportation

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and disposal and to inform ELLE personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to ELLE premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies ELLE against, all costs, damages, liabilities and injuries that may be caused to or incurred by ELLE or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At ELLE's request, the customer must provide ELLE with the exact composition of the samples.

**5. Property Rights on Sample Material and Sample Storage**

5.1 All samples become the property of ELLE to the extent necessary for the performance of the order.

5.2 ELLE can dispose of or destroy samples immediately after the analysis has been performed, unless ELLE and the customer have agreed in writing on the terms of ELLE's retention of the sample. ELLE also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for ELLE arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, ELLE will return them to the customer, at the customer's cost and risk.

**6. Delivery Dates, Turnaround Time**

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ELLE. Nevertheless, ELLE shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

**7. Transfer of Property**

7.1 Title in any analysis results, products, equipment, software or similar supplied by ELLE to the customer will remain with ELLE until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if ELLE has accepted and begun to fulfil an order, ELLE has the right at any time to stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to ELLE, whether for that or any other order.

**8. Limited Warranties and Responsibilities**

8.1 Orders are handled in the conditions available to ELLE in accordance with the current state of technology and methods developed and generally applied by ELLE and the results may not always be 100% exact and/or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but ELLE cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by ELLE, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by ELLE. If ELLE has not

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expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed ELLE recommendations, ELLE shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to ELLE for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by ELLE, ELLE accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of ELLE. ELLE will use commercially reasonable care in handling and storing samples, but ELLE shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to ELLE that all samples sent to ELLE for analysis are safe and in a stable condition and undertakes to indemnify ELLE for any losses, injuries, claims and costs which ELLE, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform ELLE in writing prior to shipment and label the packaging, samples and/or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and ELLE. There shall be no third-party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold ELLE harmless from and against any and all third-party claims in any way relating to the customer or to the order by the customer.

**9. Limitation of Liability**

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) ELLE (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ELLE partners and affiliates, the "ELLE Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ELLE Indemnifying Party's willful misconduct in connection with the performance of an order and then, only if ELLE has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ELLE Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to ELLE's services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the ELLE Indemnifying Party's willful misconduct in connection with the performance of the order and (ii) ten times the amount ELLE actually received from the customer in relation to the order up to fifteen thousand dollars (\$15,000).

9.2 The ELLE Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of ELLE's acceptance of an order that the customer indemnifies the ELLE Indemnifying Parties for any losses, injuries, claims and costs which the ELLE Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or

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services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ELLE Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

**10. 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.

**11. Minimum Charge per Sample Group**

Eurofins Lancaster Laboratories Environment Testing, LLC reserves the right to charge a minimum \$150 per sample group submitted to the lab.

**12. Repeated Analysis**

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if ELLE has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

**13. Force Majeure**

ELLE cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond ELLE's reasonable control, or which result from compliance with governmental requests, laws and regulations.

**14. Confidentiality & Processing of Customer Data**

14.1 ELLE shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

14.2 ELLE shall use commercially reasonable efforts to keep all analysis results and service reports confidential, and the right to use them in order to demonstrate its entitlement to payment for services rendered.

14.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of ELLE. In addition, the customer is required to maintain secrecy concerning all services provided by ELLE and their results as well as the composition of products and software delivered by ELLE. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ELLE. Even if such written consent is given by ELLE, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ELLE Indemnified Parties against any liability which the ELLE Indemnified Parties may incur as a result of such divulgence or any such third-party reliance.

**15. Disclaimer and Miscellaneous**

**15.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND**

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**RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ELLE ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ELLE CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.**

15.2 These Terms and Conditions may be modified in writing from time to time by ELLE and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ELLE accepts the order.

15.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

15.4 Failure by either ELLE or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

**16. Governing Law/Jurisdiction**

16.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of Lancaster, PA in which the registered office of the ELLE company which accepted the order in question is located (including in cases involving multiple counsels for the defense or third-party respondents), which shall have exclusive jurisdiction.



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**Drinking waters**

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Water	EPA 537.1	DW EPA 537.1 List of 18 - Includes FB	Perfluorohexanoic acid	2.00	0.500	ng/L
			Perfluoroheptanoic acid	2.00	0.500	ng/L
			Perfluorooctanoic acid	2.00	0.500	ng/L
			Perfluorononanoic acid	2.00	0.500	ng/L
			Perfluorodecanoic acid	2.00	0.500	ng/L
			Perfluorotridecanoic acid	2.00	0.500	ng/L
			Perfluorotetradecanoic acid	2.00	0.500	ng/L
			Perfluorobutanesulfonic acid	2.00	0.500	ng/L
			Perfluorohexanesulfonic acid	2.00	0.500	ng/L
			Perfluorooctanesulfonic acid	2.00	0.500	ng/L
			NEtFOSAA	2.00	0.500	ng/L
			NMeFOSAA	2.00	0.500	ng/L
			Perfluoroundecanoic acid	2.00	0.500	ng/L
			Perfluorododecanoic acid	2.00	0.500	ng/L
			HFPODA	2.00	0.500	ng/L
			9Cl-PF3ONS	2.00	0.500	ng/L
			11Cl-PF3OUdS	2.00	0.500	ng/L
			DONA	2.00	0.500	ng/L
<b>Surrogate Cpnd</b>						
			13C2 PFDA			
			13C2 PFHxA			
			13C3 HFPO-DA			
			d5-NEtFOSAA			

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**Analytical Sample Information**

Analysis	Method	Matrix	Preservative	Client Sub List Desc	Container	Volume Required	Holding Time
Fluorinated Alkyl Substances	PFC_IDA	Water	None	PFAS 18 Compounds (in 537.1 method) + FB	Plastic 250ml - unpreserved	500 mL	14 Days
Perfluorinated Alkyl Acids (LC/MS)	537.1_DW	Water	Trizma	DW EPA 537.1 List of 18 - Includes FB	Plastic 250ml - Trizma	500 mL	14 Days

*Hold Times listed above represent the minimum allotted time between sampling and lab extraction, prep or analysis.*

*Multiple analyses may be consolidated into fewer containers. Please contact your Project Manager for clarification when requesting sample containers.*

*Except for some special tests, all samples should be kept cold at 6 degrees C.*

**From:** [Blanchard, Matthew](#)  
**To:** [Govlovich, Alex N](#)  
**Cc:** [Sinclair, Cheryl \(P.G.\)](#); [Ciccone, John](#); [McMonagle, Thomas](#); [Long, Lisa](#)  
**Subject:** RE: GTAC Benner Twp - correction to PM Budget  
**Date:** Tuesday, January 18, 2022 10:06:00 AM

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Good Morning Alex,

I'm preparing Change Order 04 for some additional activities that HDR discussed with the PADEP last week. I will include a correction to the PM budget (Task 1000) as referenced in my email on 12/29/21 (see below). A copy of the email will be included with the Change Order for your reference.

Please let me know if you have any questions.

Thanks,

**Matthew Blanchard**

**D 717.516.3157**

**M 717.979.6837**

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**From:** Blanchard, Matthew  
**Sent:** Wednesday, December 29, 2021 1:55 PM  
**To:** Govlovich, Alex N <agovlovic@pa.gov>  
**Cc:** Sinclair, Cheryl (P.G.) <csinclair@pa.gov>; Ciccone, John <jciccone@pa.gov>; McMonagle, Thomas <Thomas.McMonagle@hdrinc.com>; Long, Lisa <lislong@pa.gov>  
**Subject:** GTAC Benner Twp - correction to PM Budget

Hello Alex,

I hope you had a nice Christmas holiday. This afternoon Lisa Long shared the status of the PM (Task 1000) budget for the Benner Twp PFAS investigation (GTAC7-4-106). Her records indicated that HDR exceeded the Task 1000 (PM) budget. I reviewed the records of the authorized Change Orders and found out that I mistakenly entered the PM budget (\$1,941.98) as "Task 1010" for the CO 03 form included with Work Plan/Cost Estimate submitted on 9/8/21. (A copy is attached for your reference). The PM budget was presented in the correct task in the Cost Estimate breakdown spreadsheet and in the Task Summary: Change Order 03 table.

The PADEP approved the WP/CE on 9/20/21 and included the PM budget under task 1010 (see attached email). I apologize that I did not catch my error earlier.

Would it be possible for the Department to update the authorized budget and issue an email with the correction to the task authorizations? The corrected authorization for Task 1000 should be \$4,231.67 and Task 1010 should be \$14,628.53.

Thank you,

**Matthew Blanchard**

*Sr. Project Manager*

**HDR**

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