

Pace Analytical Services, Inc.

8 East Tower Circle
Ormond Beach, FL 32174
386.672.5668
fax 386.673.4001



[For more info see: UCMR 4](#)

Pace Estimate No.: North Shore Glendale UCMR 4 Quote 010817
Organization: North Shore Water Commission

Date: 1/8/17
Shipping: *UCMR 4 container sets and shipping to client by FedEx Ground included. Also included is sample shipment back to Pace by FedEx Standard Overnight.*

Street: 400 W Bender Rd
City, State & Zip: Glendale, WI 53217
Contact: Eric Kiefer
Email: ekiefer@northshorewc.com

Phone: 414-963-0160
Project Name: **UCMR 4 for SW or GWUDI PWSs**

EDD: Data uploaded into EPA CDX SDWARS by Pace

PWS ID: **WI2410168**
Sampling Dates: **Jun 2018, Sep 2018, Dec 2018, Mar 2019 AM3 Aug 2019**
Reqd. Certification: EPA
Turnaround EPA mandated requirement is 120 calendar days
Time (TAT): from sampling date. Pace TAT is typically <25 business days.

Primary Lab: Ormond Beach
Pace Contact: Paul Jackson
813.731.1595
Paul.Jackson@pacelabs.com

UCMR 4 Sampling Information:

PWSs that purchase 100% of their water are not required to collect source water samples for TOC or bromide analyses. Sampling for TOC and bromide must otherwise occur at source water influent locations representing untreated water entering the water treatment plant (i.e., a location prior to any treatment).

SW/GWUDI systems subject to the D/DBPR TOC monitoring must use their D/DBPR TOC source water sampling site(s) from 40 CFR 141.132 for TOC and bromide samples.

SW/GWUDI systems that are not subject to D/DBPR TOC monitoring will use their Long Term 2 Enhance Surface Water Treatment Rule (LT2) source water sampling site(s) (40 CFR 141.703) for TOC and bromide samples.

Groundwater systems that are subject to the D/DBPRs will take TOC and bromide samples at their influents entering their treatment train.

TOC and bromide must be collected at the same time as HAA samples. These indicator samples must be collected at a single source water influent using methods already approved for compliance monitoring.

EPA estimates that 2% of all Entry Point samples taken will be analyzed for Microcystins by EPA 544. That sample is analyzed only if the Total Microcystins by EPA 546 test is ≥ 0.3 ug/L.

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Total Qty.	Matrix	Test Description	Method	Unit Price	Total
Laboratory Testing:					
Number of Entry Points to The Distribution System (EPTDS) to be sampled for AM3 (2/month for 4 consecutive months, March-November):					1
Number of sampling events:					8
8	Drinking Water	Total Microcystins	546	\$139.00	\$1112.00
0	Drinking Water	Microcystin Congeners (analyzed only if Total Microcystins 546 of EPTDS sample is ≥0.3 ug/L - EPA estimates that only 2% of all samples will require this test method)	544	\$55.00	\$0.00
8	Drinking Water	Anatoxin-a & Cylindrospermopsin	545	\$249.00	\$1992.00
Number of Entry Points to The Distribution System (EPTDS) to be sampled for AM1 (4/12 month period on a quarterly basis, January-December):					1
Number of sampling events:					4
4	Drinking Water	Metals: Germanium & Manganese	200.8	\$49.00	\$196.00
4	Drinking Water	Pesticides and Pesticide Byproducts	525.3	\$189.00	\$756.00
4	Drinking Water	Alcohols	541	\$129.00	\$516.00
4	Drinking Water	Semivolatile Organics	530	\$169.00	\$676.00
Number of Stage 2 Disinfectants and Disinfection Byproducts Rule Sampling Locations (D/DBPR) to be sampled for AM2 (4/12 month period on a quarterly basis, January-December):					2
Number of sampling events:					4
8	Drinking Water	Haloacetic Acids - HAA5, HAA6 & HAA9 compounds	552.3	\$209.00	\$1672.00
Container set provided on a rush basis, as required:					
0		Rush Container Set Handling, cost of FedEx Overnight Shipping will be added to cost		\$75.00	\$0.00
Total, analysis of all samples for the 12 month monitoring period - does not include line item for Microcystin Congeners EPA 544 - see above line item description (does not include any EPA required resampling caused by shipping issues or client-taken samples received out-of-temperature):					\$6920.00
Additional cost if Microcystin Congeners EPA 544 is required for all samples (analyzed only if Total Microcystins 546 of EPTDS sample is ≥0.3 ug/L - EPA estimates that only 2% of all samples will require this test method):					\$440.00

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Optional Field Sampling:				
AM 3 for Microcystins/Cyanotoxins:				
Estimated Drive Time in hours, to sites and back, per sampling event - total of 10 sampling events: (200 miles)			4	
Estimated total days of sampling:			8	
Number of Entry Points to The Distribution System (EPTDS) to be sampled for all sampling events:			4	
AM 1 and 2 for all other parameters:				
Estimated Drive Time in hours, to sites and back, per sampling event - total of 10 sampling events: (200 miles)			4	
Estimated total days of sampling (some days may be concurrent with AM 3 depending on EPA schedule):			4	
Number of Entry Points to The Distribution System (EPTDS) to be sampled for all sampling events:			1	
Number of Stage 2 Disinfectants and Disinfection Byproducts Rule Sampling Locations (D/DBPR) to be sampled for all sampling events:			8	
Number of Source Water Intake Locations (SR) to be sampled for all sampling events:			0	
58.5	Drinking Water	Field Sampling, estimated total for all sampling events, hourly, portal to portal	\$85.00	\$4972.50
Total including field sampling and analysis of all samples for the 12 month monitoring period				\$11892.50

Notes:

Pace is certified for drinking water analysis in the following states, and is U.S. EPA approved for all UCMR 4 test methods in all states:

AL, AZ, CO, CT, FL, GA, HI, IL, IN, KS, KY, LA, ME, MA, MI, MS, MO, MT, NV, NH, NJ, NY, NC, PA, TN, TX, VA, WA, WV, WI, WY, Puerto Rico, U.S. Virgin Islands, and Guam.

If you have specific questions about any conditions noted below please contact your Pace Analytical Representative.

- Proposal expires 60 days from created date above, unless accepted, signed and returned.
- Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- If project specific MS/MSD samples are submitted, they may be billable.
- TAT (Turn-around Time) is in working/business days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with your Pace Analytical Project Manager at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Quote Number on Chain-of-Custody to ensure proper billing.
- Pricing includes FedEx Ground delivery of bottle/sample kits and coolers.
- Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.
- Sample containers can't be reused by the lab once they have been distributed to a client. Pace reserves the right to charge for returned unused containers.
- Disposal fees apply to all samples placed on hold and not analyzed.
- Samples are retained by Pace for 30 days after sample receipt.

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Pace Analytical Services, Inc. - TERMS & CONDITIONS

1. Controlling Provisions - These Standard Terms and Conditions ("Terms") govern the agreed-upon services (the "Project") that Pace Analytical _____ ("Pace") will perform on behalf of _____ ("Client") (collectively, the Parties) and superseded any other written provisions (including purchase/work orders) related to the Project, as well as prior discussions, courses of dealing, or performance.
2. Warranty - Pace hereby warrants that it will: 1) conduct all tests and observations using the protocols and laboratory procedures as specified in accepted task orders, scopes of work, proposals, or written instructions ("Contract Paperwork"); and 2) uphold the reasonable scientific and engineering standards in effect in the industry at the time the service/s is/are performed. If Client subsequently, including pursuant to an executed amendment, direct different procedures and/or protocols, which may or may not involve the use of any third-party laboratory or contractor, Pace cannot warrant the results and Client shall hold Pace harmless from all claims, damages, and expenses arising from Client's direction.
3. Data - Pace will provide Client with data as specified in the Contract Paperwork. Following final report issuance, Pace will retain back-up data for up to three (3) years and final reports for up to five (5) years. Pending Client's payment in full for Pace's contracted services, Pace may retain any Client data not already released.
4. Intellectual Property/Ownership - Pace shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services pursuant to the Contract Paperwork.
5. Non-competition - Client shall not solicit or recruit Pace personnel for at least 12 months following the termination of the Project governed by these Terms.
6. Sample Delivery, Acceptance, and Containers - Client shall provide Pace with at least 10 business days' prior written notice of the delivery of any sample(s). Within 72 hours following Client's notice, Pace shall issue a written rejection of the sample(s) or its acceptance may be presumed. Notwithstanding the foregoing, Client shall remain liable for any loss or damage to the sample(s) until Pace evidences its acceptance on the chain of custody documents. Pace reserves the right to charge for any sample container(s) that are: a) provided to, but not used, by Client; or b) received by Pace, but not analyzed at Client's request.
7. Sample Storage and Disposal - Pace shall dispose of any non-hazardous sample(s) within 30 days following the issuance of Client's final report. In addition, Pace may return, and Client must accept, any/all highly hazardous, acutely toxic, or radioactive sample(s), sample containers, and residues, as well as any/all sample(s) for which no approved method of disposal exists.
8. Non-Assignment - Neither party may assign or transfer any rights or obligations existing under these Terms without prior written notice to the other party, except that Pace may, without notice to its Client: a) transfer the Project to another Pace laboratory; or 2) subcontract the Project to a third-party laboratory.
9. Time of Completion; Force Majeure - Pace shall use its best efforts to accomplish the Project within any specified time limitations. Pace shall not be held responsible for any non-performance or delay caused by Client, Client's employee, agents, or contractors, or factors or events beyond Pace's control, such as government shutdowns, natural disasters, labor strikes or acts of God.
10. Compensation -
 - a) The pricing offered to Client by Pace is predicated upon Client's acceptance of these Terms. In most cases, the pricing includes all sample containers and preservatives as
 - b) Client agrees to pay for services as documented by Pace and accepted by Client. Payment terms for uncontested invoice items are net 30 days. Client must notify Pace in writing within 15 days of its receipt of the invoice in order to suspend its payment and interest obligations for any disputed invoice items pending resolution. Beginning 30 days after the invoice date, Pace may charge interest on all unpaid and undisputed balances at the rate of 1.5% per month, not to exceed the maximum rate allowed by law. Client may ask Pace to invoice a third party, although Client shall remain ultimately responsible for the payment of any outstanding balance.
 - c) Client's failure to pay within 60 days of Pace's dated invoice shall constitute a material breach of these Terms, for which Pace may terminate all of its duties hereunder without liability. If Pace must subsequently take action to collect payment, Client shall pay all associated costs thereof, including attorneys' fees. Any significant changes to the scope of work following the submittal of a price quotation or the delivery of samples to the laboratory are subject to a renegotiation of prices and/or terms relating to the original scope of work. Qualifying changes may include, but are not limited to: QA/QC requirements and procedures: detection limits; samples received and stored, but not analyzed; a decrease in quantity of samples delivered compared to quantity quoted; and reporting and other deliverable format requirements. Pace shall not be required to comply with such changes
11. Risk Allocation and Damages - Client accepts that the Project may involve inherent risks and that Pace cannot always guarantee
This limitation shall not apply to losses arising from Pace's negligence or willful misconduct, so long as:
 1. Client notifies Pace within: 30 days from the date of discovery of Pace's claimed negligence or misconduct; or two years from the date of the Client's claimed losses; and
 2. Pace is allowed to investigate and, insofar as possible, mitigate Client's claimed losses.Neither Pace nor Client shall be liable to the other for special, incidental, consequential, or punitive losses, except as allowed in Section 12.
Client Responsibilities below.

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Pace Analytical Services, Inc. - TERMS & CONDITIONS - Continued

12. Client Responsibilities - Client shall:

- a) Provide Pace with full and complete information about all known or reasonably knowable factors that could affect Pace's ability to perform its obligations, and promptly notify Pace if it discovers same following Project initiation;
- b) Enable access by Pace personnel and/or subcontractor to any site where Pace is to perform work, and to all Client personnel who are critical to the success of the Project;
- c) Obtain, on behalf of Pace, any authority or permission required by any third party;
- d) Provide Pace with at least 10 business day's notice of any known or reasonably knowable delay regarding the start-up, progress, or completion of the Project; and
- e) Pay for Pace's reasonable costs to perform any out-of-scope services, such as compliance audits, responding to subpoenas, etc.

If Client defaults on any of these responsibilities and Pace incurs labor and/or material costs as a result, Client shall reimburse Pace for its actual expenses, as well as any lost profits directly attributable to Client's default.

13. Indemnification - Pace shall indemnify and hold Client harmless from and against any demands, losses, damages, and expenses caused by Pace's negligence or willful misconduct, as well as by the negligence and willful misconduct by persons for whom Pace is legally responsible. Client shall likewise indemnify and hold Pace harmless from and against the demands, losses, damages, and expenses caused by Client's negligence or willful misconduct, including Client's use of Pace's name and/or registered mark for anything other than the specific purpose for which it was intended. In addition, Client shall fully indemnify Pace from and against any and all claims by a third party, as well as for all related losses, costs, fees, damages, liabilities or expenses arising out of or relating to Client's breach of these Terms or its violation of applicable laws.

14. Insurance - Pace carries liability insurance with limits as follows:
General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;
Personal and Advertising Injury - \$1,000,000;
Automobile Liability - \$1,000,000 combined single limit;
Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;
Worker's Compensation Insurance - statutory limits; and
Professional Liability - \$5,000,000 aggregate, \$5,000,000 per claim
Pace will, at Client's request, submit certificates of insurance showing limits of coverage.

15. Amendments/Change Orders - Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties. Any such changes may increase the amount due Pace and affect Pace's obligations towards Client (see Section 2. Warranty).

16. Confidentiality - Each party agrees that if, during the performance of the Project, it becomes aware of any confidential or proprietary information of the other, it will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

17. Miscellaneous Provisions -

- a) These Terms supersede all prior negotiations and agreements, written or oral, between Pace and Client with respect to this matter; in no event will other terms - excepting those contained in any individual task order(s) relating to this matter - be considered part of these Terms.
- b) In the absence of an executed agreement between the Parties, the delivery of any sample(s) to a Pace laboratory will constitute acceptance of these Terms by Client.
- c) These Terms shall be construed and interpreted in accordance with the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.
- d) Client may publicly identify Pace's role as its testing laboratory so long as it immediately retracts or eliminates all such references upon termination of these Terms or Pace's written request.
- e) For purposes of these Terms, the Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- f) Pace is an independent contractor; no employer/employee relationship shall arise as a result of the Project.
- g) These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

Additional Pricing Considerations:

I have read and understand these terms and conditions:

Printed Name: _____

Signature: _____

Date: _____

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[For more info see: UCMR 4](#)

Pace Estimate No.: North Shore Whitefish UCMR 4 Quote 010817

Date: 1/8/17

Organization: North Shore Water Commission

Shipping: *UCMR 4 container sets and shipping to client by FedEx Ground included. Also included is sample shipment back to Pace by FedEx Standard Overnight.*

Street: 400 W Bender Rd
City, State & Zip: Glendale, WI 53217

Contact: Eric Kiefer
Email: ekiefer@northshorewc.com

Phone: 414-963-0160

Project Name: **UCMR 4 for SW or GWUDI PWSs**

EDD: Data uploaded into EPA CDX SDWARS by Pace

PWS ID: **WI2410168**

Sampling Dates: **Jun 2018, Sep 2018, Dec 2018, Mar 2019 AM3 Aug 2018**

Primary Lab: Ormond Beach

Reqd. Certification: EPA

Pace Contact: Paul Jackson

Turnaround EPA mandated requirement is 120 calendar days

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Time (TAT): from sampling date. Pace TAT is typically <25 business days.

Paul.Jackson@pacelabs.com

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Number of sampling events:				4	
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Container set provided on a rush basis, as required:					
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Total, analysis of all samples for the 12 month monitoring period - does not include line item for Microcystin Congeners EPA 544 - see above line item description (does not include any EPA required resampling caused by shipping issues or client-taken samples received out-of-temperature):					\$6920.00
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Optional Field Sampling:				
AM 3 for Microcystins/Cyanotoxins:				
Estimated Drive Time in hours, to sites and back, per sampling event - total of 10 sampling events: (200 miles)			4	
Estimated total days of sampling:			8	
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Number of Entry Points to The Distribution System (EPTDS) to be sampled for all sampling events:			1	
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Number of Source Water Intake Locations (SR) to be sampled for all sampling events:			0	
58.5	Drinking Water	Field Sampling, estimated total for all sampling events, hourly, portal to portal	\$85.00	\$4972.50
Total including field sampling and analysis of all samples for the 12 month monitoring period				\$11892.50

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12. Client Responsibilities - Client shall:

- a) Provide Pace with full and complete information about all known or reasonably knowable factors that could affect Pace's ability to perform its obligations, and promptly notify Pace if it discovers same following Project initiation;
- b) Enable access by Pace personnel and/or subcontractor to any site where Pace is to perform work, and to all Client personnel who are critical to the success of the Project;
- c) Obtain, on behalf of Pace, any authority or permission required by any third party;
- d) Provide Pace with at least 10 business day's notice of any known or reasonably knowable delay regarding the start-up, progress, or completion of the Project; and
- e) Pay for Pace's reasonable costs to perform any out-of-scope services, such as compliance audits, responding to subpoenas, etc.

If Client defaults on any of these responsibilities and Pace incurs labor and/or material costs as a result, Client shall reimburse Pace for its actual expenses, as well as any lost profits directly attributable to Client's default.

13. Indemnification - Pace shall indemnify and hold Client harmless from and against any demands, losses, damages, and expenses caused by Pace's negligence or willful misconduct, as well as by the negligence and willful misconduct by persons for whom Pace is legally responsible. Client shall likewise indemnify and hold Pace harmless from and against the demands, losses, damages, and expenses caused by Client's negligence or willful misconduct, including Client's use of Pace's name and/or registered mark for anything other than the specific purpose for which it was intended. In addition, Client shall fully indemnify Pace from and against any and all claims by a third party, as well as for all related losses, costs, fees, damages, liabilities or expenses arising out of or relating to Client's breach of these Terms or its violation of applicable laws.

14. Insurance - Pace carries liability insurance with limits as follows:
General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;
Personal and Advertising Injury - \$1,000,000;
Automobile Liability - \$1,000,000 combined single limit;
Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;
Worker's Compensation Insurance - statutory limits; and
Professional Liability - \$5,000,000 aggregate, \$5,000,000 per claim
Pace will, at Client's request, submit certificates of insurance showing limits of coverage.

15. Amendments/Change Orders - Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties. Any such changes may increase the amount due Pace and affect Pace's obligations towards Client (see Section 2. Warranty).

16. Confidentiality - Each party agrees that if, during the performance of the Project, it becomes aware of any confidential or proprietary information of the other, it will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

17. Miscellaneous Provisions -

- a) These Terms supersede all prior negotiations and agreements, written or oral, between Pace and Client with respect to this matter; in no event will other terms - excepting those contained in any individual task order(s) relating to this matter - be considered part of these Terms.
- b) In the absence of an executed agreement between the Parties, the delivery of any sample(s) to a Pace laboratory will constitute acceptance of these Terms by Client.
- c) These Terms shall be construed and interpreted in accordance with the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.
- d) Client may publicly identify Pace's role as its testing laboratory so long as it immediately retracts or eliminates all such references upon termination of these Terms or Pace's written request.
- e) For purposes of these Terms, the Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- f) Pace is an independent contractor; no employer/employee relationship shall arise as a result of the Project.
- g) These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

Additional Pricing Considerations:

I have read and understand these terms and conditions:

Printed Name: _____

Signature: _____

Date: _____