-----Original Message-----
From: Thomas, Craig <thomas.craig@epa.gov>
Sent: Monday, June 15, 2020 2:59 PM
To: Vernon, Portrice <vernon.portrice@epa.gov>
Subject: Intermet/Wagner Castings FW: Asbestos results

-----Original Message-----
From: Renner, Cordell <Cordell.Renner@tetratech.com>
Sent: Wednesday, September 14, 2016 4:48 PM
To: Thomas, Craig <thomas.craig@epa.gov>; ebowman@eqm.com
Subject: Asbestos results

EMSL Analytical, Inc.

14375 23rd Avenue North Minneapolis, Mn 55447

Tel/Fax: (763) 449-4922 / (763) 449-4924

http://www.EMSL.com / minneapolislab@emsl.com

EMSL Order: 351606483
Customer ID: CTLA62
Customer PO: 121812 EMSL-MN
Project ID:

Attention: Brett Szymanski
CT Laboratories
1230 Lange Court
Baraboo, WI 53913-3109

Project: INTERMET/WAGNER CASTING

Phone: (608) 356-2760
Fax: (608) 356-2766
Received Date: 09/08/2016 10:20 AM
Analysis Date: 09/09/2016 - 09/12/2016
Collected Date:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
766391-Floor Tile *351606483-0001*	IW-BA-01	Brown/Green/Beige Non-Fibrous Homogeneous	5% Cellulose	85% Non-fibrous (Other)	10% Chrysotile
766391-Black Mastic *351606483-0001A*	IW-BA-01	Black Non-Fibrous Homogeneous	6% Cellulose	91% Non-fibrous (Other)	3% Chrysotile
766392 *351606483-0002*	IW-BA-02	Black Fibrous Homogeneous	7% Cellulose 2% Glass	88% Non-fibrous (Other)	3% Chrysotile
766393-Floor Tile *351606483-0003*	IW-BA-03	Tan Non-Fibrous Homogeneous	7% Cellulose	93% Non-fibrous (Other)	None Detected
766393-Black Mastic *351606483-0003A*	IW-BA-03	Black/Silver Non-Fibrous Homogeneous	4% Cellulose	96% Non-fibrous (Other)	None Detected
766394-Tan Tile *351606483-0004*	IW-BA-04	Tan Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
766394-Black Mastic *351606483-0004A*	IW-BA-04	Black Non-Fibrous Homogeneous	8% Cellulose	92% Non-fibrous (Other)	None Detected
766395-Tar Layer 1 *351606483-0005*	IW-BA-05	Brown/Black Fibrous Homogeneous	3% Cellulose 12% Glass	85% Non-fibrous (Other)	None Detected
766395-Tar Layer 2 *351606483-0005A*	IW-BA-05	Brown/Black Non-Fibrous Homogeneous	15% Cellulose 2% Glass	83% Non-fibrous (Other)	None Detected
766396 *351606483-0006*	IW-BA-06	Tan/White/Blue Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
766397-Woven Layer *351606483-0007*	IW-BA-07	Brown/Clear Fibrous Homogeneous	3% Cellulose 25% Glass	72% Non-fibrous (Other)	None Detected
766397-Beige Adhesive *351606483-0007A*	IW-BA-07	Beige Non-Fibrous Homogeneous	4% Cellulose 8% Glass	88% Non-fibrous (Other)	None Detected
766398-Floor Tile *351606483-0008*	IW-BA-08	Rust Non-Fibrous Homogeneous	3% Cellulose	82% Non-fibrous (Other)	15% Chrysotile
766398-Black Mastic *351606483-0008A*	IW-BA-08	Black Non-Fibrous Homogeneous	4% Cellulose 2% Glass	90% Non-fibrous (Other)	4% Chrysotile
766399-Floor Tile *351606483-0009*	IW-BA-09	Brown/White/Red Non-Fibrous Homogeneous	2% Cellulose	90% Non-fibrous (Other)	8% Chrysotile
766399-Black Mastic *351606483-0009A*	IW-BA-09	Black Non-Fibrous Homogeneous	5% Cellulose	85% Non-fibrous (Other)	10% Chrysotile

Initial report from: 09/12/2016 16:02:44

EMSL Analytical, Inc.

14375 23rd Avenue North Minneapolis, Mn 55447

Tel/Fax: (763) 449-4922 / (763) 449-4924

http://www.EMSL.com / minneapolislab@emsl.com

EMSL Order: 351606483
Customer ID: CTLA62
Customer PO: 121812 EMSL-MN
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
766399-Tar Felt *351606483-0009B*	IW-BA-09	Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
766400 *351606483-0010*	IW-BA-10	Tan/White Fibrous Heterogeneous	18% Cellulose 2% Glass	80% Non-fibrous (Other)	None Detected
766401-Black Layer *351606483-0011*	IW-BA-11	Black Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
766401-White Layer *351606483-0011A*	IW-BA-11	Gray/White Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
766402-Ceiling Tile *351606483-0012*	IW-BA-12	Tan/White Fibrous Heterogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
766402-Brown Mastic *351606483-0012A*	IW-BA-12	Brown Non-Fibrous Homogeneous	8% Cellulose	92% Non-fibrous (Other)	None Detected
766402-Gray layer *351606483-0012B*	IW-BA-12	Gray Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
766467 *351606483-0013*	IW-BA-13	Gray/White Fibrous Homogeneous	50% Cellulose		50% Chrysotile
766468 *351606483-0014*	IW-BA-14	Gray/Beige Fibrous Homogeneous	1% Synthetic	99% Non-fibrous (Other)	None Detected

Analyst(s)

George Sullivan (2)
Michael Felzan (23)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Minneapolis, Mn NVLAP Lab Code 200019-0

Initial report from: 09/12/2016 16:02:44

6483

CT LABORATORIES

delivering more than data from your environmental analyses

1230 Lange Court • Baraboo, WI 53913 • 608-356-2760
www.ctlaboratories.com

OrderID: 351606483

Sub-Contract Laboratory Chain-of-Custody and Purchase Order

PURCHASE ORDER # 121812 EMSL-MN

The PO# must appear on all invoice and reports!

Upon Receipt of Samples, please verify that samples were received in acceptable condition then sign this form and fax to (608)356-2766 or email to the project manager. Sample temperature, upon receipt, must be recorded on this document unless thermal preservation is not a method requirement.

Ship to: **EMSL - MN**
14375 23rd Avenue North
Minneapolis, MN 55447

Return Invoice and Results to: **bszymanski@ctlaboratories.com**

CTLaboratories
Brett M Szymanski
1230 Lange Court
Baraboo WI 53913

Date Due: 48-Hour TAT ***RUSH TURNAROUND NEEDED?*** (Y) ***or N (Circle One)***

Project Name: INTERMET/WAGNER CASTING **Project State:** IL

Analytical/QC Criteria: NONE INDICATED STATE DOD QSM NELAP (Circle one) (OTHER) EPA

Report results as EDD? (N) Y (Circle one and indicate type: _____) Data Deliverable Package LEVEL: IV

CTLabs ID#	Sample Date/Time	Matrix	Sample Description	Analyses / Method	Cost
766391	09/06/2016 1140	WASTE	IW-BA-01	ASBESTOS (EPA 600/R-93/116)	
766392	09/06/2016 1142	WASTE	IW-BA-02	ASBESTOS (EPA 600/R-93/116)	
766393	09/06/2016 1152	WASTE	IW-BA-03	ASBESTOS (EPA 600/R-93/116)	
766394	09/06/2016 1153	WASTE	IW-BA-04	ASBESTOS (EPA 600/R-93/116)	
766395	09/06/2016 1200	WASTE	IW-BA-05	ASBESTOS (EPA 600/R-93/116)	
766396	09/06/2016 1234	WASTE	IW-BA-06	ASBESTOS (EPA 600/R-93/116)	
766397	09/06/2016 1236	WASTE	IW-BA-07	ASBESTOS (EPA 600/R-93/116)	
766398	09/06/2016 1315	WASTE	IW-BA-08	ASBESTOS (EPA 600/R-93/116)	
766399	09/06/2016 1326	WASTE	IW-BA-09	ASBESTOS (EPA 600/R-93/116)	
766400	09/06/2016 1326	WASTE	IW-BA-10	ASBESTOS (EPA 600/R-93/116)	
766401	09/06/2016 1330	WASTE	IW-BA-11	ASBESTOS (EPA 600/R-93/116)	
766402	09/06/2016 1333	WASTE	IW-BA-12	ASBESTOS (EPA 600/R-93/116)	
766467	09/06/2016 1342	WASTE	IW-BA-13	ASBESTOS (EPA 600/R-93/116)	
766468	09/06/2016 1350	WASTE	IW-BA-14	ASBESTOS (EPA 600/R-93/116)	

Relinquished by: Brett Szymanski Date/Time: 09/07/2016 14:45

Received by: Kyle UPS Date/Time: 9/8/16 10:20 Receipt Temperature (C) _____

1Z1A4A850142707256

6453

CT Laboratories Terms and Conditions

1. ORDERS AND RECEIPT OF SAMPLES (Sample Acceptance Policy) - not applicable

2. PAYMENT TERMS

2.1 Services performed by CTL will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Invoices may be submitted to Client upon completion of any sample delivery group. Payment in advance is required for all Clients except those whose credit has been established with CTL. For Clients with approved credit, payment terms are net 30 days from the date of invoice by CTL. 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 lesser) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party that acknowledges and accepts payment responsibility. CTL may suspend work and withhold delivery of data under this order at any time in the event Client fails to make timely payment of its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorneyâ€™s fees. CTL 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 CTL after Sample Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. CTL will not proceed with such changes until an agreemen 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 acceptance. Such a change will be documented in writing and may result in a change in cost and turnaround time commitment. CTL'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. CTL will be compensated consistent with Section 2 of these Terms and Conditions. CTL will complete all work in progress and be paid in full for all work completed.

4. WARRANTIES AND LIABILITY

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

4.2 CTL shall start preparation and/or analysis within holding times provided that Sample Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less. Where resolution of inconsistencies leading to Sample Acceptance does not occur within this period, CTL will use its best efforts to meet holding times and will proceed with the work provided that, in CTL's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with CTL'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 CTL warrants that it possesses and maintains all licenses and certifications which are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to CTL prior to Sample Acceptance. CTL will notify the Client in writing of any decertification or revocation of any license, or notice of either, which affects work in progress.

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

4.5 Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by CTL, will be limited to repeating any services performed, contingent on the Client's providing, at the request of CTL 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, CTL's liability for resampling costs will be limited to actual cost or one hundred or one hundred fifty dollars ($150) per sample, whichever is less.

4.6 CTL'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 CTL's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall CTL 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 CTL have any responsibility or liability to the Client for any failure or delay in performance by CTL which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of CTL. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond CTL's reasonable control.

5. RESULTS, WORK PRODUCT - not applicable

6. INSURANCE

6.1 CTL shall maintain in force during the performance of services under these Terms and Conditions, Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over CTL's employees who are engaged in the performance of the work. CTL shall also maintain during such period, Comprehensive General and Contractual Liability (limit of $2,000,000 per occurrence/ aggregate), Comprehensive Automobile Liability, owned and hired, ($1,000,000 combined single limit), and Professional/Pollution Liability Insurance (limit of $5,000,000 per occurrence/aggregate).Â Any Client required changes to these limits or conditions may result in a change in cost to the Client.

7. AUDIT

7.1 Upon prior notice to CTL, the Client may audit and inspect CTL's records and accounts covering reimbursable costs related to work done for the Client, for a period of one (1) year after completion of the work. The purpose of any such audit shall be only for verification of such costs, and CTL shall not be required to provide access to cost records where prices are expressed as fixed fees or published unit prices

Rev. 3/2015

CHAIN OF CUSTODY

Company: TETRA TECH
Project Contact: CORDELL RENNER
Telephone: 847.913.2904
Project Name: INTERMET/WAGNER
Project #:
Location: DECATUR, IL
Sampled By: ANDRE BAKER

CT LABORATORIES

1230 Lange Court, Baraboo, WI 53913
608-356-2760 Fax 608-356-2766
www.ctlaboratories.com

Lab Use Only
Place Header Sticker Here:

Folder # 121812
Company TETRA TECH
Project INTERMET WAGNER CA
Logged By BNA PM BM

Program:
QSM RCRA SDWA NPDES
Solid Waste Other _____

PO #

Report To:
EMAIL: CORDELL.RENNER@TETRATECH.COM
Company: TETRA TECH
Address: 1 S. WACKER DRIVE SUITE 3700 CHICAGO, IL 60606

Invoice To:*
EMAIL: CHRIS.BURNS@TETRATECH.COM
Company: TETRA TECH
Address: 1 S. WACKER DRIVE SUITE 3700 CHICAGO, IL 60606

*Party listed is responsible for payment of invoice as per CT Laboratories' terms and conditions

Client Special Instructions

Matrix:
GW – groundwater SW - surface water WW - wastewater DW - drinking water
S - soil/sediment SL - sludge A - air M - misc/waste

Turnaround Time
Normal RUSH*
Date Needed: _____
Rush analysis requires prior CT Laboratories' approval
Surcharges:
24 hr 200%
2-3 days 100%
4-9 days 50%

ANALYSES REQUESTED

Collection Date	Collection Time	Matrix	Grab/ Comp	Sample #	Sample ID Description	Filtered? Y/N	EPA 600	Total # Containers	Designated MS/MSD	CT Lab ID # (Lab use only)
9-6-16	1140	M	G		IW-BA-01	N	X	1		
9-6-16	1142				IW-BA-02		X	1		
9-6-16	1152				IW-BA-03		X	1		
9-6-16	1153				IW-BA-04		X	1		
9-6-16	1200				IW-BA-05		X	1		
9-6-16	1234				IW-BA-06		X	1		
9-6-16	1236				IW-BA-07		X	1		
9-6-16	1315				IW-BA-08		X	1		
9-6-16	1325				IW-BA-09		X	1		
9-6-16	1326				IW-BA-10		X	1		
9-6-16	1330				IW-BA-11		X	1		
9-6-16	1333				IW-BA-12		X	1		

Fill in Spaces with Bottles per Test

Relinquished By:	Date/Time	Received By:	Date/Time
[signature]	9-6-16 / 1500		
Received by:	Date/Time	Received for Laboratory by:	Date/Time
		[signature]	9/7/16 10:45

Lab Use Only
Ice Present Yes (No)
Temp Amb IR Gun _____
Cooler # _____

CT Laboratories Terms and Conditions

Where a purchaser (Client) places an order for laboratory, consulting or sampling services from CT Laboratories (CTL), CTL shall provide the ordered services pursuant to these Terms and Conditions, and the related Quotation, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, the Order constitutes an acceptance by the Client of CTL's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by CTL in advance of the start of the project and in writing.

1. ORDERS AND RECEIPT OF SAMPLES (Sample Acceptance Policy)

1.1 The Client may place the Order (i.e., specify a Scope of Work) either by submitting a purchase order to CTL in writing, by telephone (confirmed in writing) or by negotiated contract. Whichever option the Client selects for placing the Order, the Order shall not be valid unless it contains sufficient specification to enable CTL to carry out the Client's requirements. It is the policy of CT Laboratories that samples not meeting the acceptance criteria, outlined in the NELAC standards and Section 5.8.3.2 of the DOD QSM, will not be accepted by the laboratory or will be qualified on the final report. All samples submitted to the laboratory must: (1) be accompanied by proper, full and complete documentation, including sample identification, location, date and time of collection, the collector's name, type of preservation (if any), type of sample, any special comments concerning the sample and any additional pertinent fields on the chain-of-custody. In the absence of any of the required information, the laboratory will attempt to contact the client to obtain the information; if unable to obtain the necessary information, the final report will be qualified. (2) be labeled appropriately with a unique sample identification written with indelible ink on water resistant labels. If the laboratory cannot determine the identity of a sample, it will be rejected and the client will be contacted for further instructions or resampling. (3) be in an appropriate sample container. If the container is inappropriate, the client will be contacted for further instructions or resampling. If analysis is possible, the final report will be qualified. CT Laboratories can provide a sampling guide containing approved containers and preservations for analytical methods requested. (4) adhere to specified holding times. If samples are received with less than ½ the holding time remaining for the requested test, CT Laboratories will make its best effort to analyze the samples and notify the client. If holding times are exceeded, the final report will be qualified. (5) contain adequate sample volume to perform the necessary testing. If sufficient volume is not present, the sample will be rejected and the client will be contacted for further instructions or resampling. If samples show signs of damage, contamination or inadequate preservation, the client will be notified. If analysis can be performed, the final report will be qualified. If not, the samples will be rejected and the client notified for further instructions or resampling.

1.2 CT Laboratories must be supplied with complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. Where any samples which were not accompanied by the required disclosure, cause interruptions in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean up and recovery.

1.3 Prior to Sample Acceptance, the entire risk of loss or damage to samples remains with the Client. In no event will CTL have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from CTL's premises. Client is responsible to assure that any sample containing any hazardous substance which is to be delivered to CTL's premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

2. PAYMENT TERMS

2.1 Services performed by CTL will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Invoices may be submitted to Client upon completion of any sample delivery group. Payment in advance is required for all Clients except those whose credit has been established with CTL. For Clients with approved credit, payment terms are net 30 days from the date of invoice by CTL. 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 lesser) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party that acknowledges and accepts payment responsibility. CTL may suspend work and withhold delivery of data under this order at any time in the event Client fails to make timely payment of its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees. CTL 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 CTL after Sample Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. CTL 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 acceptance. Such a change will be documented in writing and may result in a change in cost and turnaround time commitment. CTL'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. CTL will be compensated consistent with Section 2 of these Terms and Conditions. CTL will complete all work in progress and be paid in full for all work completed.

4. WARRANTIES AND LIABILITY

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

4.2 CTL shall start preparation and/or analysis within holding times provided that Sample Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less. Where resolution of inconsistencies leading to Sample Acceptance does not occur within this period, CTL will use its best efforts to meet holding times and will proceed with the work provided that, in CTL's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with CTL'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 CTL warrants that it possesses and maintains all licenses and certifications which are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to CTL prior to Sample Acceptance. CTL will notify the Client in writing of any decertification or revocation of any license, or notice of either, which affects work in progress.

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

4.5 Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by CTL, will be limited to repeating any services performed, contingent on the Client's providing, at the request of CTL 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, CTL's liability for resampling costs will be limited to actual cost or one hundred or one hundred fifty dollars ($150) per sample, whichever is less.

4.6 CTL'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 CTL's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall CTL 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 CTL have any responsibility or liability to the Client for any failure or delay in performance by CTL which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of CTL. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond CTL's reasonable control.

5. RESULTS, WORK PRODUCT

5.1 Data or information provided to CTL or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by CTL of payment for the whole Order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by CTL for performance of work will be retained by CTL, and Client shall not disclose such information to any third party.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by CTL 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 CTL 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 CTL 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 CTL's right to independently defend its data.

5.4 CTL reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in CTL's sole judgment, it is reasonably necessary, appropriate or advisable to do so, and with the Client's permission. CTL will in no way be liable for any subcontracted services and all applicable warranties, guarantees and insurance are those of the subcontracted laboratory.

5.5 CTL shall dispose of the Client's samples 30 days after the analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable Federal, state or local requirements. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at their own expense. CTL reserves the right to return to the Client any sample or unused portion of a sample that is not within CTL's permitted capability or the capabilities of CTL's designated waste disposal vendor(s).

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

5.7 In the event that CTL is required to respond to legal process related to services for Client, Client agrees to reimburse CTL for hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation.

6. INSURANCE

6.1 CTL shall maintain in force during the performance of services under these Terms and Conditions, Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over CTL's employees who are engaged in the performance of the work. CTL shall also maintain during such period, Comprehensive General and Contractual Liability (limit of $2,000,000 per occurrence/ aggregate), Comprehensive Automobile Liability, owned and hired, ($1,000,000 combined single limit), and Professional/Pollution Liability Insurance (limit of $5,000,000 per occurrence/aggregate). Any Client required changes to these limits or conditions may result in a change in cost to the Client.

7. AUDIT

7.1 Upon prior notice to CTL, the Client may audit and inspect CTL's records and accounts covering reimbursable costs related to work done for the Client, for a period of one (1) year after completion of the work. The purpose of any such audit shall be only for verification of such costs, and CTL shall not be required to provide access to cost records where prices are expressed as fixed fees or published unit prices

Rev. 3/2015

CHAIN OF CUSTODY

Company: TETRA TECH
Project Contact: CORDELL REMNER
Telephone: 847.913.2904
Project Name: INTERMET/WAGNER
Project #:
Location: DECATUR, IL
Sampled By: ANDRE BAKER

CT LABORATORIES

1230 Lange Court, Baraboo, WI 53913
608-356-2760 Fax 608-356-2766
www.ctlaboratories.com

Lab Use Only
Place Header Sticker Here:

Program:
QSM RCRA SDWA NPDES
Solid Waste Other _____

PO #

Report To:
EMAIL: SAME AS PAGE 1
Company:
Address:

Invoice To:*
EMAIL: SAME AS PAGE 1
Company:
Address:

*Party listed is responsible for payment of invoice as per CT Laboratories' terms and conditions

Client Special Instructions

Matrix:
GW – groundwater SW - surface water WW - wastewater DW - drinking water
S - soil/sediment SL - sludge A - air M - misc/waste

Turnaround Time
Normal RUSH*
Date Needed: _____
Rush analysis requires prior CT Laboratories' approval
Surcharges:
24 hr 200%
2-3 days 100%
4-9 days 50%

ANALYSES REQUESTED

Collection Date	Collection Time	Matrix	Grab/ Comp	Sample #	Sample ID Description	Filtered? Y/N	EPA 6010															Total # Containers	Designated MS/MSD	CT Lab ID # (Lab use only)
							Fill in Spaces with Bottles per Test																	
9-6-16	1342	M	G		IW-BA-13	N	X															1		
9-6-16	1350	M	Comp		IW-BA-14	N	X															1		

Relinquished By:	Date/Time	Received By:	Date/Time
[signature]	9-6-16/1500		
Received by:	Date/Time	Received for Laboratory by:	Date/Time
		[signature]	9/7/16 10:45

Lab Use Only
Ice Present Yes No
Temp AB IR Gun _____
Cooler # _____

CT Laboratories Terms and Conditions

Where a purchaser (Client) places an order for laboratory, consulting or sampling services from CT Laboratories (CTL), CTL shall provide the ordered services pursuant to these Terms and Conditions, and the related Quotation, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, the Order constitutes an acceptance by the Client of CTL's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by CTL in advance of the start of the project and in writing.

1. ORDERS AND RECEIPT OF SAMPLES (Sample Acceptance Policy)

1.1 The Client may place the Order (i.e., specify a Scope of Work) either by submitting a purchase order to CTL in writing, by telephone (confirmed in writing) or by negotiated contract. Whichever option the Client selects for placing the Order, the Order shall not be valid unless it contains sufficient specification to enable CTL to carry out the Client's requirements. It is the policy of CT Laboratories that samples not meeting the acceptance criteria, outlined in the NELAC standards and Section 5.8.3.2 of the DOD QSM, will not be accepted by the laboratory or will be qualified on the final report. All samples submitted to the laboratory must: (1) be accompanied by proper, full and complete documentation, including sample identification, location, date and time of collection, the collector's name, type of preservation (if any), type of sample, any special comments concerning the sample and any additional pertinent fields on the chain-of-custody. In the absence of any of the required information, the laboratory will attempt to contact the client to obtain the information; if unable to obtain the necessary information, the final report will be qualified. (2) be labeled appropriately with a unique sample identification written with indelible ink on water resistant labels. If the laboratory cannot determine the identity of a sample, it will be rejected and the client will be contacted for further instructions or resampling. (3) be in an appropriate sample container. If the container is inappropriate, the client will be contacted for further instructions or resampling. If analysis is possible, the final report will be qualified. CT Laboratories can provide a sampling guide containing approved containers and preservations for analytical methods requested. (4) adhere to specified holding times. If samples are received with less than ½ the holding time remaining for the requested test, CT Laboratories will make its best effort to analyze the samples and notify the client. If holding times are exceeded, the final report will be qualified. (5) contain adequate sample volume to perform the necessary testing. If sufficient volume is not present, the sample will be rejected and the client will be contacted for further instructions or resampling. If samples show signs of damage, contamination or inadequate preservation, the client will be notified. If analysis can be performed, the final report will be qualified. If not, the samples will be rejected and the client notified for further instructions or resampling.

1.2 CT Laboratories must be supplied with complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. Where any samples which were not accompanied by the required disclosure, cause interruptions in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean up and recovery.

1.3 Prior to Sample Acceptance, the entire risk of loss or damage to samples remains with the Client. In no event will CTL have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from CTL's premises. Client is responsible to assure that any sample containing any hazardous substance which is to be delivered to CTL's premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

2. PAYMENT TERMS

2.1 Services performed by CTL will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Invoices may be submitted to Client upon completion of any sample delivery group. Payment in advance is required for all Clients except those whose credit has been established with CTL. For Clients with approved credit, payment terms are net 30 days from the date of invoice by CTL. 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 lesser) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party that acknowledges and accepts payment responsibility. CTL may suspend work and withhold delivery of data under this order at any time in the event Client fails to make timely payment of its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees. CTL 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 CTL after Sample Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. CTL 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 acceptance. Such a change will be documented in writing and may result in a change in cost and turnaround time commitment. CTL'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. CTL will be compensated consistent with Section 2 of these Terms and Conditions. CTL will complete all work in progress and be paid in full for all work completed.

4. WARRANTIES AND LIABILITY

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

4.2 CTL shall start preparation and/or analysis within holding times provided that Sample Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less. Where resolution of inconsistencies leading to Sample Acceptance does not occur within this period, CTL will use its best efforts to meet holding times and will proceed with the work provided that, in CTL's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with CTL'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 CTL warrants that it possesses and maintains all licenses and certifications which are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to CTL prior to Sample Acceptance. CTL will notify the Client in writing of any decertification or revocation of any license, or notice of either, which affects work in progress.

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

4.5 Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by CTL, will be limited to repeating any services performed, contingent on the Client's providing, at the request of CTL 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, CTL's liability for resampling costs will be limited to actual cost or one hundred or one hundred fifty dollars ($150) per sample, whichever is less.

4.6 CTL'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 CTL's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall CTL 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 CTL have any responsibility or liability to the Client for any failure or delay in performance by CTL which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of CTL. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond CTL's reasonable control.

5. RESULTS, WORK PRODUCT

5.1 Data or information provided to CTL or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by CTL of payment for the whole Order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by CTL for performance of work will be retained by CTL, and Client shall not disclose such information to any third party.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by CTL 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 CTL 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 CTL 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 CTL's right to independently defend its data.

5.4 CTL reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in CTL's sole judgment, it is reasonably necessary, appropriate or advisable to do so, and with the Client's permission. CTL will in no way be liable for any subcontracted services and all applicable warranties, guarantees and insurance are those of the subcontracted laboratory.

5.5 CTL shall dispose of the Client's samples 30 days after the analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable Federal, state or local requirements. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at their own expence. CTL reserves the right to return to the Client any sample or unused portion of a sample that is not within CTL's permitted capability or the capabilities of CTL's designated waste disposal vendor(s).

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

5.7 In the event that CTL is required to respond to legal process related to services for Client, Client agrees to reimburse CTL for hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation.

6. INSURANCE

6.1 CTL shall maintain in force during the performance of services under these Terms and Conditions, Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over CTL's employees who are engaged in the performance of the work. CTL shall also maintain during such period, Comprehensive General and Contractual Liability (limit of $2,000,000 per occurrence/ aggregate), Comprehensive Automobile Liability, owned and hired, ($1,000,000 combined single limit), and Professional/Pollution Liability Insurance (limit of $5,000,000 per occurrence/aggregate). Any Client required changes to these limits or conditions may result in a change in cost to the Client.

7. AUDIT

7.1 Upon prior notice to CTL, the Client may audit and inspect CTL's records and accounts covering reimbursable costs related to work done for the Client, for a period of one (1) year after completion of the work. The purpose of any such audit shall be only for verification of such costs, and CTL shall not be required to provide access to cost records where prices are expressed as fixed fees or published unit prices

Cooler Receipt Form

Ice Present YES NO

Temperature Amb

IR Gun # _____

Initials DR

Date 9/7/16 Time 10:45

Cooler #: /

FedEx Express NEW Package US Airbill

FedEx Tracking Number 8086 3103 6786

From

Date 9-6-16 [redacted]

Sender's Name CORDELL RENNER Phone 847 913.2904

Company TETRA TECH

Address 1 S. WACKER DRIVE 3700 Dept/Floor/Suite/Room

City CHICAGO State IL ZIP 60606

Your Internal Billing Reference

To

Recipient's Name SAMPLE RECEIVING Phone 608 356.2760

Company CT LABORATORIES

Address 1230 LANGE COURT Dept/Floor/Suite/Room

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

Use this line for the HOLD location address or for continuation of your shipping address.

City BARABOO State WI ZIP 53913

HOLD Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight.

HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

RT 327 FZ B97

IGIN ID:DECA (312) 201-7700
RA TECH EM INC GOVT
3 WACKER DR FL 37
ICAGO, IL 606064614
ITED STATES US

SHIP DATE: 06SEP16
ACTWGT: 4.70 LB
CAD: /P081704
DIMS: 12x12x12 IN
BILL SENDER

Part # 156297-435 RIT2 EXP 04/17

TO SAMPLE RECEIVING
CT LABORATORIES
1230 LANGE COURT

BARABOO WI 53913
(608) 356-2760
INV: REF:
PO: DEPT:

FedEx Express

TRK# 0200 8086 3103 6786

WED - 07 SEP 10:30A
PRIORITY OVERNIGHT

XH MSNA

53913
WI-US MSN

CUSTODY SEAL
DATE 9-6-16
SIGNATURE

QEC Quality Environmental Cont
800-255-3950 • 304-255-3

CUSTODY SEAL
9-6-16
SIGNATURE

QEC Quality Environmental Containers
800-255-3950 • 304-255-3900