### PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made and entered by and between **NEW BRAUNFELS UTILITIES**, a Texas municipal owned utility ("NBU"), and **RESIDUALS TRANSPORT CORPORATION**, a Texas corporation (the "Professional").

Section 1. <u>Term of Agreement</u>. This Agreement will be effective on the latest date subscribed below, and will remain in full force and effect for a period of one (1) year from July 1, 2021, to June 30, 2022 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for four (4) successive one-year terms (each, a "Renewal Term"), unless either party provides written notice of its intent to terminate the Agreement to the other party at least thirty (30) days prior to the expiration of any term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement will remain in full force and effect. In no event will the contract Terms extend beyond June 30, 2026.

### Section 2. Scope of Services.

- (A) The Professional shall perform the services described in Exhibit A (the "Services") within the timeframe specified therein. The scope of work described in the Services constitutes the "Project."
- (B) The quality of Services provided hereunder shall be of the level of professional quality performed by professionals regularly rendering this type of service.
- (C) The Professional shall perform the Services in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by NBU except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

### Section 3. Compensation.

- (A) <u>Amount</u>. The Professional shall be paid the amount set forth in Exhibit B as described herein.
- (B) <u>Billing Period</u>. NBU shall pay the Professional within thirty (30) days after receipt and approval of invoices and based upon work satisfactorily performed and completed to date. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. In the event any uncontested portions of any invoice are not paid within thirty (30) days of receipt and approval of the Professional's invoice, the Professional shall have the right to suspend work.

(C) <u>Reimbursable Expenses</u>. Any and all reimbursable expenses related to the Project shall be described in the Services defined in Exhibit A and accounted for in the total compensation amount in Exhibit B. If these items are not specifically accounted for in both Exhibit A and Exhibit B, NBU shall not be required to pay such amounts unless otherwise agreed to in writing by both parties or unless agreed to pursuant to Section 4 of this Agreement.

### Section 4. Changes to the Project Work; Additional Work.

- (A) <u>Changes to Work.</u> The Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If NBU finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by NBU and such services shall be considered as additional work and paid for as specified under the following paragraph.
- (B) Additional Work. NBU retains the right to make changes to the Services at any time by a written order. Work that is clearly not within the general description of the Services under this Agreement must be approved in writing by NBU by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Services described in Exhibit A and therefore constitutes additional work, the Professional shall promptly notify NBU of that opinion in writing. If NBU agrees that such work does constitute additional work, then NBU and the Professional shall execute a supplemental agreement for the additional work and NBU shall compensate the Professional for the additional work on the same basis of the rates for the Services contained in Exhibit B. If the changes deduct from the extent of the scope of work for the Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by the Professional not previously approved as additional work shall be at risk of the Professional.
- Section 5. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by NBU shall be delivered to and become the property of NBU. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to NBU without restriction or limitation on the further use of such materials; however, such materials are not intended or represented to be suitable for reuse by NBU or others. Any reuse of the materials related to the Services without prior verification or adaptation by the Professional for the specific purpose intended will be at NBU's sole risk and without liability to the Professional. Where applicable, the Professional shall retain all pre-existing proprietary rights in the materials provided to NBU but shall grant to NBU a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to NBU under or pursuant to this Agreement.
- Section 6. <u>Personnel</u>. The Professional shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Professional agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to NBU. If

key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Professional shall immediately notify NBU of same and shall replace such personnel with personnel possessing substantially equal ability and qualifications.

Section 7. <u>Licenses; Materials</u>. The Professional shall maintain in current status all federal, state, and local licenses and permits required for the Professional to perform the Services and operate its business. NBU has no obligation to provide the Professional, its employees or subcontractors any business registrations or licenses required to perform the Services described in this Agreement. NBU has no obligation to provide tools, equipment, or materials to the Professional.

Section 8. <u>Performance Warranty</u>. The Professional warrants that the Services provided under this Agreement shall conform to the professional standards performed by professionals regularly rendering this type of service.

Section 9. Indemnification. To the fullest extent permitted by law, the Professional shall indemnify and hold harmless NBU and each board member, officer, employee or agent thereof (NBU and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by the goods or services provided by the Professional, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below shall in no way be construed as limiting the scope of the indemnity in this Section.

Section 10. Insurance.

### (A) General.

- i. <u>Insurer Qualifications</u>. Without limiting any obligations or liabilities of the Professional, the Professional shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Texas with an A.M. Best, Inc. rating of A- or above with policies and forms satisfactory to NBU. Failure to maintain insurance as specified herein may result in termination of this Agreement at NBU's option.
- ii. No Representation of Coverage Adequacy. By requiring insurance, NBU does not represent that coverage and limits will be adequate to protect the Professional. NBU reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve the

- Professional from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- iii. <u>Additional Insured</u>. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, directors, officials and employees as an Additional Insured as specified under the respective coverage sections of this Agreement.
- iv. <u>Coverage Term</u>. All insurance required herein shall be maintained in full force and effect until all the Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by NBU, unless specified otherwise in this Agreement.
- v. <u>Primary Insurance</u>. The Professional's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of NBU as an Additional Insured.
- vi. <u>Claims Made</u>. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage will extend, either by keeping coverage in force or purchasing an extended reporting option, for three years after the conclusion of the term of this Agreement. Such continuing coverage will be evidenced by submission of annual certificates of insurance stating applicable coverage is in force and containing provisions as required herein for the three-year period.
- vii. <u>Waiver</u>. All policies (except for Professional Liability, if applicable), including Workers' Compensation insurance, will contain a waiver of rights of recovery (subrogation) against NBU, its agents, representatives, officials, officers and employees for any claims arising out of the Services performed by the Professional. The Professional shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- viii. <u>Policy Deductibles and/or Self-Insured Retentions</u>. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to NBU. The Professional shall be solely responsible for any such deductible or self-insured retention amount.
- ix. <u>Use of Subcontractors</u>. The Professional shall not use subcontractors for all or any work under this Agreement without the prior written consent of NBU in its sole discretion. If any work under this Agreement is subcontracted in any way, the Professional shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting NBU and the Professional. The Professional shall be

- responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- Evidence of Insurance. Prior to commencing any the Services under this Agreement, X. the Professional shall provide NBU with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Professional's insurance provider(s) as evidence that policies are in place with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Evidence of such insurance shall be attached as Exhibit C. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. NBU will rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it will be the Professional's responsibility to forward renewal certificates and declaration page(s) to NBU thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement will be identified by referencing the RFP number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement will be subject to rejection and may be returned or discarded.
- (B) Required Insurance Coverage. Any of the coverage set forth below may be waived by NBU in its sole discretion, but any such waiver must be signed by an authorized representative of NBU on or before the Effective Date of this Agreement.
  - i. <u>Commercial General Liability</u>. The Professional shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
  - ii. <u>Vehicle Liability</u>. The Professional shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Professional's owned, hired and non-owned vehicles assigned to or used in the performance of the Services by the Professional under this Agreement. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents,

representatives, officers, directors, officials and employees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- iii. Workers' Compensation and Employer's Liability Insurance. The Professional shall maintain Workers' Compensation insurance to cover the Professional's employees engaged in the performance of the Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- (C) <u>Cancellation and Expiration Notice</u>. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to NBU.

### Section 11. <u>Termination</u>.

- (A) For NBU's Convenience. This Agreement is for the convenience of NBU and, as such, may be terminated by NBU for any reason upon thirty (30) days' written notice by NBU to the Professional. Upon termination for convenience, the Professional will be paid for the Services performed to the termination date less any offsets to which NBU may be entitled under the terms of this Agreement. By written notice to NBU, the Professional may suspend work if the Professional reasonably determines that working conditions at the site (outside the Professional's control) are unsafe, or in violation of applicable laws, or in the event NBU has not made timely payment in accordance with this Agreement, or for other circumstances not caused by the Professional that are materially interfering with the normal progress of the work. The Professional's suspension of work hereunder shall be without prejudice to any other remedy of the Professional at law or equity.
- For Cause. If either party violates any provision or fails to perform any obligation of this (B) Agreement and such party fails to cure its nonperformance within thirty (30) days after written notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting party will have such additional period of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (i) provides written notice to the nondefaulting party and (ii) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event will any such cure period exceed ninety (90) days. Only one notice of nonperformance will be required during the term of this Agreement and in the event of a second breach or violation, the nondefaulting party may immediately terminate this Agreement without notice to the defaulting party. In the event of any termination for cause by NBU, payment will be made by NBU to the Professional for the undisputed portion of its fee due as of the termination date less any offsets to which NBU may be entitled under the terms of this Agreement.

- (C) <u>Non-Collusion</u>. The Professional represents and warrants that the Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to NBU under this Agreement. If NBU determines that the Professional gave, made, promised, paid or offered any gift, bonus, commission, money, or other consideration to NBU or any of its officers, agents, or employees to secure this Agreement, NBU may elect to cancel this Agreement by written notice to the Professional. The Professional further agrees that the Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from NBU pursuant to this Agreement) for any of the Services performed by the Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to the Professional, the Professional shall immediately report that fact to NBU and, NBU, at its sole option, may elect to cancel this Agreement by written notice to the Professional.
- (D) Agreement Subject to Appropriation. This Agreement is subject to appropriation of funds. The provisions of this Agreement for payment of funds by NBU shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. NBU shall be the sole judge and authority in determining the availability of funds under this Agreement and NBU shall keep the Professional fully informed as to the availability of funds for the Agreement. The obligation of NBU to make any payment pursuant to this Agreement is a current expense of NBU, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of NBU. If sufficient funds are not appropriated to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and NBU and the Professional shall be relieved of any subsequent obligation under this Agreement.

### Section 12. Miscellaneous.

- (A) <u>Independent Contractor</u>. The Professional acknowledges that the Professional is an independent contractor of NBU and is not an employee, agent, official or representative of NBU. The Professional shall not represent, either expressly or through implication, that the Professional is an employee, agent, official or representative of NBU. Income taxes, self-employment taxes, social security taxes and the like shall be the sole responsibility of the Professional.
- (B) <u>Governing Law; Venue</u>. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Comal County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Comal County, Texas.
- (C) <u>Compliance with Laws.</u> The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish satisfactory proof of compliance to NBU.

- (D) <u>Amendments</u>. This Agreement may only be amended, modified, or supplemented by a written amendment signed by persons duly authorized to enter into contracts on behalf of NBU and the Professional.
- (E) <u>Provisions Required by Law</u>. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion or correction.
- (F) <u>Severability</u>. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (G) Entire Agreement; Interpretation; Parol Evidence. This Agreement and the related Exhibits constitute the entire agreement of the parties with respect to the subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded thereby. No representations, inducements or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.
- (H) <u>No Assignment</u>. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void.
- (I) <u>Subcontractors</u>. The Professional shall not transfer any portion of the work related to the Services under this Agreement to any subcontractor without the prior written consent of NBU, which consent shall not be unreasonably withheld. The approval or acquiescence of NBU in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Professional.
- (J) Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- (K) <u>Attorneys' Fees</u>. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which will be deemed to have accrued on the commencement of such action.
- (L) <u>Liens</u>. All materials or services provided under this Agreement shall be free of all liens and, if NBU requests, a formal release of all liens shall be delivered to NBU.

### (M) Offset.

- i. Offset for Damages. In addition to all other remedies at law or equity, NBU may offset from any money due to the Professional any amount the Professional owes to NBU for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement, including but not limited to all costs, expenses, fines, fees, and charges associated with obtaining performance from alternative sources, shipping, handling, materials, equipment rental, travel expenses and associated costs.
- ii. <u>Offset for Delinquent Fees or Taxes</u>. NBU may offset from any money due to the Professional any amount the Professional owes to NBU for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.
- (N) <u>Notices</u>. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

### If to NBU:

New Braunfels Utilities Attn: Director of Water Services 263 Main Plaza New Braunfels, TX 78130

### With copy to:

Purchasing Manager New Braunfels Utilities 355 FM 306 New Braunfels, TX 78130

### If to the Professional:

Residuals Transport Corporation 301 Main Plaza, Number 159 New Braunfels, Texas 78130

or at such other address, and to the attention of such other person or officer, as any party may designate by providing thirty (30) days' prior written notice of such change to the other party in the manner set forth in this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- (O) <u>Confidentiality of Records</u>. The Professional shall establish and maintain procedures and controls that are acceptable to NBU for the purpose of ensuring that information contained in its records or obtained from NBU or from others in carrying out the Professional's obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Professional's duties under this Agreement. Persons requesting such information should be referred to NBU. The Professional also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Professional as needed for the performance of duties under this Agreement.
- (P) <u>Right to Audit</u>. NBU shall have the right to examine and audit the books and records of the Professional with regard to the Services, or any subsequent changes, at any reasonable time. Such books and records shall be maintained in accordance with generally accepted principles of accounting and shall be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.
- (Q) <u>Paragraph Headings</u>; <u>Construction</u>. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.
- (R) <u>Binding Effect</u>. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

- (S) <u>Gender</u>. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
- (T) <u>Multiple Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- (U) <u>Exhibits</u>. Except as specified in Subsection (V) of this Section, all exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- (V) <u>Conflicting Terms</u>. In the case of any conflicts between the terms of this Agreement and the Exhibits, the statements in the body of this Agreement shall govern. The Exhibits are intended to detail the technical scope of services, fee schedule, and the term of the contract only and shall not dictate Agreement terms.
- (W) <u>Relationship of Parties</u>. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- (X) <u>No Third-Party Beneficiaries</u>. This Agreement is for the sole benefit of the parties hereto and their respective assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (Y) <u>Non-Exclusive Contract</u>. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of NBU. NBU reserves the right to obtain like goods and services from another source when necessary.
- Section 13. Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances that are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, epidemic, pandemic, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados), labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be

aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Section 14. <u>Dispute Resolution</u>. In accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code, as amended, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties shall first attempt to resolve the dispute by taking the steps described in this Section. <u>First</u>, the dissatisfied party shall deliver to the other party a written notice substantially describing the nature of the dispute, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. <u>Second</u>, if the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give five (5) days' written notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. <u>Third</u>, if those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 15. <u>Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire</u>. The Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, as amended.

### Section 16. <u>Information Technology</u>

- (A) Limited Access. If necessary for the fulfillment of the Agreement, NBU may provide the Professional with non-exclusive, limited access to NBU's information technology infrastructure. The Professional understands and agrees to abide by NBU policies, standards, regulations and restrictions regarding access and usage of NBU's information technology infrastructure. The Professional shall reasonably enforce such policies, standards, regulations and restrictions with all the Professional's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement. The Professional's employees, agents and subcontractors must receive prior, written approval from NBU before being granted access to NBU's information technology infrastructure and data and NBU, in its sole determination, shall determine accessibility and limitations thereto. The Professional agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Professional. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- (B) <u>Data Confidentiality</u>. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Professional in connection with this Agreement is confidential, proprietary information owned by NBU. Except as specifically provided in this Agreement, the Professional shall not intentionally disclose data generated in the performance of the Services to any third party without the prior, written consent of NBU.

- (C) <u>Data Security</u>. Personal identifying information, financial account information, or restricted NBU information, whether electronic format or hard copy, is confidential and must be secured and protected at all times to avoid unauthorized access. At a minimum, the Professional must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.
- (D) <u>Compromised Security</u>. In the event that data collected or obtained by the Professional in connection with this Agreement is believed to have been compromised, the Professional shall notify NBU immediately. The Professional Shall Indemnify and Hold NBU Harmless from any Claims resulting from the Professional's failure to comply with its obligations under this Section.
- (E) <u>Survival</u>. The obligations of the Professional under this Section shall survive the termination of this Agreement.
- Section 17. Prohibition on Contracts with Companies Boycotting Israel. The Professional hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.
- Section 18. <u>Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited.</u> The Professional represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf,or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Professional and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Professional understands

"affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 19. <u>Texas Public Information Act</u>. The Professional recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the "PIA"). As part of its obligations within this Agreement, the Professional agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU's obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to the NBU's audit rights in section 12(P).

This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

The Professional must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Professional on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Professional; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Professional agrees that the Agreement can be terminated if the Professional knowingly or intentionally fails to comply with a requirement of that subchapter.

Section 20. <u>Electronic Signatures</u>. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the da of, 20
NBU:
NEW BRAUNFELS UTILITIES,
a Texas municipal owned utility
By: lan Taylor Digitally signed by lan Taylor Oate: 2021.07.12 14:01:15
Name: Ian Taylor
Title: CEO
PROFESSIONAL: RESIDUALS TRANSPORT CORPORATION, a Texas corporation
By:Charles Hooker
Name: Charles Hooker
Title: President

### Exhibit A

### Services

The Professional shall provide biosolids and debris disposal services for NBU's water and wastewater treatment facilities, in conformance with specification, "48 00 00 Biosolids Disposal," attached as Exhibit D (the "Services").

### PROJECT SPECIFIC INFORMATION

The Professional shall provide containers and equipment by site location as described herein. As NBU grows and facility improvements are brought online, these sites may vary over time.

- 1) Water Plant
  - a) Surface Water Treatment Facilities
    - i) Address: 2356 Gruene Road, New Braunfels, TX
    - ii) Provided Roll-off Container(s):
      - (1) Size: 25 cubic-yard (cu-yd)
        - (a) Quantity: 3
        - (b) Locations/Uses:
          - (i) Wedge wire filters
        - (c) Approximate Number of Loads per Year: 11
    - iii) Typical solids content for dewatered sludge: 8%
    - iv) Provided Equipment:
      - (1) None
- 2) Wastewater Plants
  - a) North Kuehler Wastewater Treatment Facility
    - i) Address: 1922 Kuehler Road, New Braunfels, TX
    - ii) Provided Container(s):
      - (1) Size: 1 cubic-yard (cu-yd)
        - (a) Quantity of Roll-off containers: 3
        - (b) Locations/Uses:
          - (i) 2 at fine screens and 1 at headworks
    - iii) Provided Equipment:
      - (1) None

### b) South Kuehler Wastewater Treatment Facility

- i) Address: 2055 Coco Lane, New Braunfels, TX
- ii) Provided Roll-off Container(s):
  - (1) Size: 25 cubic-yard (cu-yd)
    - (a) Quantity: 6 (2 roll-off containers and 4-dewatering roll-off containers)
    - (b) Locations/Uses:
      - (i) Collection system vac-truck dumping station and headworks debris
    - (c) Approximate Number of Loads per Year: 131
      - (i) Typical solids content for dewatered sludge: N/A Debris

- (d) Vendor responsible for cleaning dewatering boxes at dewatering station before installation of liners
- (2) Size: 32 cubic-yard (cu-yd) trailer
  - (a) Quantity: 5
  - (b) Type: Aluminum End dump
  - (c) Locations/Uses:
    - (i) Belt press (Services North and South Kuehler)
      - 1. Loads not to exceed 80,000 pounds
  - (d) Approximate Number of Loads per Year: 247
    - (i) Typical solids content for dewatered sludge: 14 to 18%
- (3) Size: 1 cubic-yard (cu-yd)
  - (a) Quantity: 3
  - (b) Locations/Uses:
    - (i) Fine screens (1) and headworks (2)
- iii) Provided Equipment:
  - (1) Two Yard Mules or equivalent:
  - (2) One scissor lift

### c) Gruene Road Water Reclamation Facility

- i) Address: 1835 Gruene Road, New Braunfels, TX
- ii) Provided Container(s):
  - (1) Size: 15 cubic-yard (cu-yd)
    - (a) Quantity of containers: 1
    - (b) Type: Roll off Steel
    - (c) Locations/Uses:
      - (i) Headworks
    - (d) Approximate Number of Loads per Year: 52
      - (i) Typical solids content for dewatered sludge: N/A Debris
  - (2) Size: 32 cubic-yard (cu-yd)
    - (a) Quantity of trailers: 2
    - (b) Type: Aluminum End dump
    - (c) Locations/Uses:
      - (i) Belt press
        - 1. Loads not to exceed 80,000 pounds
    - (d) Approximate Number of Loads per Year: 100
      - (i) Typical solids content for dewatered sludge: 14 to 18%
  - (3) Size: 1 cubic-yard (cu-yd)
    - (a) Quantity of containers: 1
    - (b) Type: Portable dumpster
    - (c) Locations/Uses:
      - (i) Fine screens
- iii) Provided Equipment:
  - (1) Yard Mule: One

### d) McKenzie Water Reclamation Facility

- i) Address: 400 Elley Lane, New Braunfels, TX
- ii) Provided Container(s):
  - (1) Size: 15 cubic-yard (cu-yd)
    - (a) Quantity of containers: 1
    - (b) Type: Roll off Steel
    - (c) Locations/Uses:
      - (i) Headworks
    - (d) Approximate Number of Loads per Year: 52
      - (i) Typical solids content for dewatered sludge: N/A Debris/Grit
      - (ii) sludge: 14 to 18%
  - (2) Size: 32 cubic-yard (cu-yd)
    - (a) Quantity of trailer: 2
    - (b) Type: Aluminum End dump
    - (c) Locations/Uses:
      - (i) Belt press
        - 1. Loads not to exceed 80,000 pounds
    - (d) Approximate Number of Loads per Year: 106
      - (i) Typical solids content for dewatered sludge: 14 to 18%
  - (3) Size: 1 cubic-yard (cu-yd)
    - (a) Quantity of containers: 1
    - (b) Type: Portable dumpster
    - (c) Locations/Uses:
      - (i) Fine screens
- iii) Provided Equipment:
  - (1) One Yard Mule or equivalent to

### NBU CONTRIBUTION TO PROJECT

- 1) NBU shall provide
  - a) all customer end-point address locations and access information as needed (i.e. gate codes for any locked gates); and
  - b) contact information for NBU Control Center and main points of contact for the project.

### Exhibit B

### Compensation

NBU shall pay the Professional for the Services under this Agreement a total compensation not to exceed \$858,000 for the initial one-year term, \$897,700 for the second one-year term, \$942,485 for the third one-year term, \$989,458 for the fourth one-year term, and \$1,038,732 for the fifth one-year term, for a total amount not to exceed \$4,726,375 for the duration of the Agreement.

NBU shall pay the Professional a fuel surcharge in accordance with the chart below:

Fuel Price	Surcharge	End Dump Load	Roll off container
\$3.73 and below	None	\$1,150	\$830
\$3.76 - \$4.00	\$10/Load	\$1,160	\$840
\$4.01-\$4.25	\$15/Load	\$1,165	\$845
\$4.26-\$4.50	\$20/Load	\$1,170	\$850
\$4.51-\$4.75	\$25/Load	\$1,175	\$855

If the Professional assesses any fuel charges pursuant to this Exhibit, these charges shall be included and not in addition to the not to exceed amounts specified herein.

### Exhibit C

### Evidence of Insurance

### Exhibit D

Technical Specification 48 00 00

1		TECHNICAL SPECIFICATION 48 00 00
2		BIOSOLIDS DISPOSAL SERVICES
3	PAF	Γ1- GENERAL
4	1.1	SUMMARY
5		A. Section Includes:
_		Biosolids haul and disposal services in accordance with TCEQ and State
6 7		requirements.
8 9		<ol><li>Debris disposal services for debris accumulated in the treatment of water and wastewater.</li></ol>
10		3. Provide end dump trailers, roll-off containers and equipment in accordance with the
11		requirements.
12	1.2	PRICE AND PAYMENT PROCEDURES
13		A. Measurement and Payment
14		1. Disposal Services
15		a. Measurement
16		1) Measurement for Disposal Services shall be by each load for various sizes
17		and types as specified in the bid form.
18		b. Payment
19		1) The work performed and the equipment and materials furnished in accordance with Biosolids Disposal Services shall be paid for at the unit
20 21		price bid per each load for various trailer/container size and location as
22		specified in the bid form.
23		c. The respondents shall include in the bid price:
24		1) Delivery of Trailers/Containers and equipment;
25		2) Trailer/Containers and Equipment of various locations;
26		3) Drop-off of Empty Trailer/Container;
27		4) Pick-up and disposal of Full Container;
28		2. Transfer of Materials
29		a. Measurement
30		1) Measurement for Transfer Services shall be by each load for various sizes
31		to the locations specified in the bid form.
32		b. Payment
33		1) The work performed and the equipment and materials furnished in
34		accordance with Transfer Services shall be paid for at the unit price bid per
35		each load for various container size and location as specified in the bid form.
36 37		c. The respondents shall include in the bid price:
38		1) Pick-up of full container
39		2) Transfer of full container materials to another container
40		3) Return of empty container to original site or location
41		
42	1.3	REFERENCES

43 A. Reference Standards

1			1. Texas Administrative Code (30 TAC) – TCEQ Administered
2			a. Section 312 – Sludge Use, Disposal, and Transportation
3	1.4	ΑI	DMINISTRATIVE REQUIREMENTS
4		A.	Biosolids Reports
5 6 7 8 9 10			<ol> <li>A report will be prepared for all disposal actives including:         <ul> <li>amounts (volume and weight)</li> <li>times and dates of pick-up</li> <li>location of pick-up</li> <li>location and permit # of disposal site</li> <li>Any other pertinent information.</li> </ul> </li> </ol>
11	1.5	FI	ELD LOCATIONS
12		A.	Delivery
13 14			1. Respondent is responsible to deliver to locations as specified in the scope of service.
15	1.6	SU	<b>JBMITTALS</b>
16		A.	All submittals shall be in accordance with Owner Requirements
17		B.	All submittals shall be approved by the Owner prior to delivery.
18	1.7	QU	UALITY ASSURANCE
19		A.	Qualifications
20 21			1. NBU provided recent annual biosolids testing for reference and will provide updated results of annual biosolids testing, upon request.
22			2. Minimum Qualifications
23 24			<ul><li>a. Five (5) years or more years in business</li><li>b. Three (3) similar services contracts on-going or completed, provide references</li></ul>
25		B.	Container
26 27 28 29 30 31 32 33			<ol> <li>Provide container/trailers and appurtenance inspection and testing certification in accordance with the AWWA, Chlorine Institute's and DOT requirements</li> <li>a. The Owner may reject part or all the load if:         <ol> <li>any containers or appurtenance does not appear to meet these requirements stated above;</li> <li>is partially filled;</li> <li>overfilled; or</li> <li>any other condition the Owner deems unsafe.</li> </ol> </li> </ol>
34	1.8	AC	CTION SUBMITTALS/INFORMATIONAL SUBMITTALS
35		A.	Product Data and Shop Drawings
36			Container specification/information     Container station data (contification)
37		Б	2. Container testing data/certification
38			Driver safety training certification
39		C.	Affidavit of Compliance for each order/delivery

D. Disposal site permit/approval information in accordance with State/TCEQ requirements.

### 3 PART 2 - PRODUCTS

4	2.1	<b>EQUIPMENT</b>

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- 1. Use and condition
  - a. All containers should be suitable for containing wastewater biosolids and related materials as specified
- b. All containers should be in good working conditions and free of defects issues.
- 2. Size and Type
  - a. 32-yard trailer
    - 1) Type: Aluminum end dump Trailer
- b. 15-yard and 25-yard containers
  - 1) Steel roll-off type containers
- c. 1-yard Containers
  - 1) Steel dumpster with pick-up slots
- 17 B. Equipment
  - 1. Yard Mule/Terminal Tractor
    - a. Provide a vehicle capable of hooking up and moving 32-yard end dump trailers at Owner's facilities.
- 2. Scissor Lift/Aerial Work Platform
- a. Provide an aerial lift for the purpose of checking container volumes.
  - 3. Equipment generally should be in good repair and working order.

#### 24 PART 3 - EXECUTION

### 25 3.1 BIOSOLIDS HANDLING AND DISPOSAL

- A. Provide all personnel and equipment needed to facilitate disposal of biosolids.
- B. Coordinate pick-up and delivery of Containers and Equipment with NBU's contact person.
- 29 C. Complete any on-site transfers of 1-yard containers to larger containers, if required.
- D. Ensure no mixing of materials of dissimilar types.
- 31 E. Complete any site transfers (McKenzie/Gruene), if required.
- F. Drop-off replacement containers.
- G. Pick-up full biosolids containers and dispose of at a TCEQ permitted location.
  - 1. A full container shall be considered full at the following:
- a. 32- yard container:
- 1) Full at 30-yards or more unless certified full by NBU Staff
- b. 25-yard container:
- 1) Full at 23-yards or more unless certified full by NBU Staff

### 3.2 SCHEDULING

1

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- A. Hauling a full container load will be at the request of NBU staff. Although a standard schedule is anticipated, deviations from the schedule will require NBU staff approval.
- B. Due to disposal circumstances, pickups are normally done on weekdays. However, emergency or weather-related situations or land disposal site restrictions may require weekend hauling.

### 3.3 EQUIPMENT AND TRAINING

- A. Provide training for NBU on an annual basis, if needed, on operation of provided equipment
- B. Provide specified equipment to remain on site for duration of annual agreement at each site.
- 12 C. Respond to repairs and maintenance of the equipment as needed to ensure continuous operation of facilities.

## Exhibit E

## Biosolids Analysis

## POLLUTION CONTROL SERVICES



## **Report of Sample Analysis**

Client Information	Sample Information	Laboratory Information
Trish Soechting New Braunfels Utilities P.O. Box 310289 New Braunfels, TX 78131-0289	Project Name: Sample ID: SKSTP Sludge 05042038 Matrix: Sludge Date/Time Taken: 05/04/2020 0939	PCS Sample #: 595416

Chuck Wallgren, President **Test Description** Result Units RL Analysis Date/Time Method Analyst TCLP-Full

See Attached Pace Analytical Services - Dallas

Quality Statement: All supporting quality control data adhered to data quality objectives and test results meet the requirements of NELAC unless otherwise noted as flagged exceptions or in a case narrative attachment. Reports with full quality data deliverables are available on request.

> These analytical results relate only to the sample tested. All data is reported on an "As Is" basis unless designated as "Dry Wt" RL = Reporting Limits

Web Site: www.pcslab.net e-mail: chuck@pcslab.net Toll Free 800-880-4616

1532 Universal City Blvd, Suite 100 Universal City, TX 78148-3318

210-340-0343

FAX # 210-658-7903



**Project ID:** 75131341-595416

**Report Date:** 05/22/2020

## Summary of Compounds Detected

595416		Collect Date	05/04/2020 09:39		LAB ID	22005122201	
333410		Receive Date	05/12/2020 09:42		Matrix	Solid	
EPA 1311/602	20B						
CAS#	Parameter			Result	LOQ	Reg Limit	Uni
7440-39-3	Barium			0.12	0.10	100	mg
595418		Collect Date	05/04/2020 10:48		LAB ID	22005122203	
333410		Receive Date	05/12/2020 09:42		Matrix	Solid	
EPA 1311/827	OC .						
CAS#	Parameter			Result	LOQ	Reg Limit	Unit
1319-77-3	Cresols			0.382	0.1000	200	mg
1319-77-3MP	m,p-Cresol			0.382	0.0500	200	mg/
595419		Collect Date	05/04/2020 11:40		LAB ID	22005122204	
333413		Receive Date	05/12/2020 09:42		Matrix	Solid	
EPA 1311/602	0B						
CAS#	Parameter			Result	LOQ	Reg Limit	Unit
7440-39-3	Barium			0.39	0.10	100	mg/
E0E420		Collect Date	05/05/2020 09:45		LAB ID	22005122205	
595420		Receive Date	05/12/2020 09:42		Matrix	Solid	
EPA 1311/827	0C						
CAS#	Parameter			Result	LOQ	Reg Limit	Unit
1319-77-3 1319-77-3 <b>M</b> P	Cresols m,p-Cresol			0.137 0.137	0.1000 0.0500	200 200	mg/l



**Project ID:** 75131341-595416

Report Date: 05/22/2020

## Sample Results

 Collect Date
 05/04/2020 09:39
 LAB ID
 22005122201

 Receive Date
 05/12/2020 09:42
 Matrix
 Solid

### EPA 1311/8260B

Prep Date 05/13/2020 14:30	Prep Batch 683617	Prep Method EPA 1311(TCLP)	Dilution 100	Analysis Da 05/15/2020 1		By SMS	Analytical Bar	tch
CAS#	Parameter			Result	LOQ		Reg Limit	Units
75-35-4	1,1 Dichloroethene			<0.500	0.500		0.70	mg/L
107-06-2	1,2 Dichloroethane			< 0.250	0.250		0.50	mg/L
<b>78-93-</b> 3	2-Butanone			< 0.500	0.500		200	mg/L
71-43-2	Benzene			< 0.250	0.250		0.50	mg/L
<b>56-23-</b> 5	Carbon tetrachloride			< 0.250	0.250		0.50	mg/L
108-90-7	Chlorobenzene			< 0.500	0.500		100	mg/L
<b>67-66-</b> 3	Chloroform			< 0.500	0.500		6	mg/L
127-18-4	Tet: achloroethene			< 0.500	0.500		0.70	mg/L
79-01-6	Trichloroethene			< 0.250	0.250		0.50	mg/L
75-01-4	Vinvl chloride			<0.100	0.100		0.20	mg/L
CAS#	Surrogate	Соп	c. Spiked	Conc. Rec	Unit	e %	Recovery	Rec Limits
460-00 4	4-Bromofluorobenze		•			-	•	
<b>1868-</b> 53-7	Dibromofluorometha		5	5.14	mg/		103	62 - 130
2037-26-5	Toluene d8	IIG	5	4.83	mg/		97	65 - 127
<b>17060</b> -07-0	1,2-Dichloroethane-d	И	5	5.21	mg/		104	71 - 134
	1,2 Didilloloctilane-t	I-1	5	4.81	mg/l	L	96	62 - 127

### EPA 1311/8270C

Prep Date 05/15/2020 06:30	Prep Batch 683768	Prep Method EPA 3510C	Dilution 1	<b>Analysis Date</b> 05/15/2020 16:32		By DLB	Analytical Batch 683785	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
<b>106-4</b> 6-7	1,4-Dichlorobenzene			< 0.0500	0.0500		7.50	mg/l
95-95-4	2.4,5-Trichlorophenol			<0.0500	0.0500		400	mg/l
<b>88-06</b> -2	2.4,6-Trichlorophenol			<0.0500	0.0500		2	mg/l
<b>121-14</b> -2	2 4-Dinitrotoluene			<0.0100	0.0100		0.13	mg/l
1319-77-3	Cresols			< 0.1000	0.1000		200	mg/l
118-74-1	Hexachlorobenzene			< 0.0100	0.0100		0.13	mg/l
87-68-3	Hexachlorobutadiene			< 0.0500	0.0500		0.50	mg/l
67-72-1	Hexachloroethane			< 0.0500	0.0500		3	mg/L
1319-77-3MP	m,p-Cresol			< 0.0500	0.0500		200	mg/l
98-95-3	Nitrobenzene			< 0.0500	0.0500		2	mg/l
95-48-7	o-Cresol			< 0.0500	0.0500		200	mg/l
87-86-5	Pentachlorophenol			< 0.0500	0.0500		100	mg/L



**Project ID:** 75131341-595416

Report Date: 05/22/2020

## Sample Results

595416	Collect Date 05/04/2	2020 09:39 LAB ID	22005122201
033410	Receive Date 05/12/2	020 09:42 Matrix	Solid

## EPA 1311/8270C (Continued)

Prep Date 05/15/2020 06:30	Prep Batch 683768	Prep Method EPA 3510C	Dilution 1	<b>Analysis Date</b> 05/15/2020 16:32		y LB	Analytical Ba	atch
CAS#	Parameter			Result	LOQ		Reg Limit	Units
110-86-1	Pyr dine			<0.0500	0.0500		5	mg/L
CAS#	Surrogate		Conc. Spiked	Conc. Rec	Units	9	% Recovery	Rec Limits
4165-6()-0 321-60-8 1718-5 <sup>-1</sup> -0 4165-62-2 367-12-4 118-79-6	Nitrobenzene-d5 2-Fluorobiphenyl Terphenyl-d14 Phenol-d5 2-Fluorophenol 2,4 6-Tribromophenol		0.25 0.25 0.25 0.50 0.50 0.50	.208 .208 .234 .158 .23 .458	mg/L mg/L mg/L mg/L mg/L mg/L		83 83 94 32 46 92	44 - 120 44 - 119 50 - 134 10 - 120 19 - 119 43 - 140

### EPA 1311/8081B

<b>Prep Date 05/14/2</b> 020 11:00	Prep Batch 683721	Prep Method EPA 3510C	Dilution 1	Analysis Da 05/14/2020 1		By TLS	Analytical Batc 683930	h
CAS#	Parameter			Result	LOQ		Reg Limit	Units
57-74-9	Chlordane (Technical)			< 0.00250	0.00250		0.03	
<b>72-20</b> -8	Endrin			<0.00200	0.00230			mg/l
<b>58-89-</b> 9	gamma-BHC (Lindane)	)		<0.00100	0.000500		0.02	mg/L
<b>76-44</b> -8	Heptachlor			<0.000500	0.000500		0.40	mg/L
1024-57-3	Heptachlor epoxide			<0.000500	0.000500		0.0080	mg/L
72-43-5	Methoxychlor			<0.000500			0.0080	mg/L
8001-35-2	Toxaphene			<0.00250	0.000500 0.00250		10 0.50	mg/L mg/L
CAS#	Surrogate	c	onc. Spiked	Conc. Rec	Unit	ts %	% Recovery I	Rec Limits
877-09-3	Tetrachloro-m-xylene		0.0050	.00444	mg/		89	44 - 124
2051-24-3	Decachlorobiphenyl		0.0050	.0038	mg/		76	30 - 139

## EPA 1311/8151A

Prep Date	Prep Batch	Prep Method	Dilution	Analysis [	Date	Ву	Analytical Batch	
<b>05/18/2</b> 020 <b>08</b> :25	683896	EPA 1311/8151A	1	05/21/2020	21:57	MFS	684311	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
93-72-1	2,4,5-TP (Silvex)			<0.00500	0.00500		1	mg/L



**Project ID:** 75131341-595416

Report Date: 05/22/2020

## Sample Results

 Collect Date
 05/04/2020 09:39
 LAB ID
 22005122201

 Receive Date
 05/12/2020 09:42
 Matrix
 Solid

## EPA 1311/8151A (Continued)

Prep Date 05/18/2020 08 25	Prep Batch 683896	Prep Method EPA 1311/8151A (Continued)	Dilution 1		ysis Date /2020 21:57	By MFS	Analytica 684311	al Batch
<b>CAS#</b> 94-75-7	Parameter 2,4 -D		<b>Res</b> i		LOQ 0.00500	Re	eg Limit 10	<b>Units</b> mg/L
<b>CAS#</b> 19719-:28-9	Surrogate DCAA	Conc. Spiked 0.02	Conc.	<b>Rec</b> 0124	<b>Units</b> mg/L	% Re	covery 62	Rec Limits

### EPA 1311/6020B

Prep Date 05/14/2020 10:00	Prep Batch 683661	Prep Method EPA 3010A	<b>Dilution</b> 10	Analysis Date 05/20/2020 20:41		By LWZ	Analytical Batch 684143	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
7440-38-2	Arsenic						riog Emili	
7440-39-3	Barium			<0.10	0.10		5	mg/L
<b>7440-</b> 43-9				0.12	0.10		100	mg/L
	Caomium			<0.10	0.10		1	mg/L
7440-47-3	Chromium			< 0.10	0.10		5	mg/L
7439-92-1	Lead			<0.10	0.10		5	-
7782-49-2	Selenium			<0.10	0.10		1	mg/L
7440-22-4	Silver						1	mg/L
	3			<0.10	0.10		5	mg/L

### EPA 1311/7470A

Prep Date 05/14/2020 08:00	Prep Batch 683665	7 many sis bate		•		EDA 7.7704		By TJR	Analytical Batch 683706	
CAS#	Parameter			Result	LOQ		Reg Limit	Units		
<b>7439</b> -97-6	Mercury			<0.0020	0.0020		0.20	mg/L		

## POLLUTION CONTROL SERVICES



## Report of Sample Analysis

Client Information	
Trish Soechting	
New Braunfels Utilities	
P.O. Box 310289	
New Braunfels, TX 78131-0289	

CIL. AT C

Project Name:
Sample ID: NKSTP Sludge 05042039
Matrix: Sludge
Date/Time Taken: 05/04/2020 0942

PCS Sample #: 595417 Page 1 of 1
Date/Time Received: 05/06/2020 13:40
Report Date: 05/27/2020

Chuck Wallgren, President

Approved by:

Test Description Result Units RL Analysis Date/Time Method Analyst

TCLP-Full See Attached Pace Analytical Services - Dallas

Quality Statement: All supporting quality control data adhered to data quality objectives and test results meet the requirements of NELAC unless otherwise noted as flagged exceptions or in a case narrative attachment. Reports with full quality data deliverables are available on request.

These analytical results relate only to the sample tested. All data is reported on an "As Is" basis unless designated as "Dry Wt" RL = Reporting Limits.

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1532 Universal City Blvd, Suite 100 Universal City, TX 78148-3318 210-340-0343

FAX # 210-658-7903



**Project ID:** 75131341-595416

Report Date: 05/22/2020

## Sample Results

595417

**Collect Date** 

05/04/2020 09:42

LAB ID

22005122202

Receive Date 05/12/2020 09:42

Matrix

Solid

### EPA 1311/8260B

Prep Date 05/13/2020 14 30	Prep Batch 683617	Prep Method EPA 1311(TCLP)	Dilution 100	Analysis Da 05/15/2020 1		By SMS	Analytical Bate	ch
CAS#	Parameter			Result	LOQ		Pog Limit	11-14-
75-35-4 107-06-2 78-93-3 71-43-2 56-23-5 108-90-7 67-66-3 127-18-4 79-01-6 75-01-4	1,1-Dichloroethene 1,2-Dichloroethane 2-Butanone Benzene Carbon tetrachloride Chlorobenzene Chloroform Tetrachloroethene Trichloroethene Vinvl chloride			<0.500 <0.250 <0.500 <0.250 <0.250 <0.500 <0.500 <0.500 <0.500 <0.250 <0.100	0.500 0.250 0.500 0.250 0.250 0.500 0.500 0.500 0.250 0.100		Reg Limit  0.70  0.50  200  0.50  0.50  100  6  0.70  0.50  0.50  0.20	Units mg/l mg/l mg/l mg/l mg/l mg/l mg/l mg/l
CAS# 460-00-4 1868-53-7 2037-26-5 17060-07-0	Surrogate 4-Bromofluorobenze Dibromofluorometha Toluene d8 1,2-Dichloroethane-o	ne ne	nc. <b>Spiked</b> 5 5 5 5	5.07 4.91 5.01 4.77	<b>Unit</b> mg/ mg/ mg/ mg/	L L L	Recovery R 101 98 100 95	62 - 130 65 - 127 71 - 134 62 - 127

### EPA 1311/8270C

Prep Date 05/15/2020 06:30	Prep Batch 683768	Prep Method EPA 3510C	Dilution 1	<b>Analysis Date</b> 05/15/2020 16:49	)	By DLB	Analytical Batch 683785	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
<b>106-4</b> 6-7	1,4-Dichlorobenzene			< 0.0500			•	
95-95-4	2.4,5-Trichlorophenol				0.0500		7.50	mg/L
88-06-2	2.4,6-Trichlorophenol			<0.0500	0.0500		400	mg/L
121-14-2	2.4-Dinitrotoluene			<0.0500	0.0500		2	mg/L
1319-77-3				<0.0100	0.0100		0.13	mg/L
	Cresols			< 0.1000	0.1000		200	mg/L
118-74-1	Hexachlorobenzene			< 0.0100	0.0100		0.13	mg/L
87-68-3	Hexachlorobutadiene			< 0.0500	0.0500		0.50	mg/L
67-72-1	Hexachloroethane			< 0.0500	0.0500		3	mg/L
1319-77-3MP	m,p-Cresol			< 0.0500	0.0500		200	mg/L
98-95-3	Nitrobenzene			< 0.0500	0.0500		2	~
95-48-7	o-Cresol			<0.0500	0.0500		200	mg/L
8 <b>7-86</b> -5	Pentachlorophenol			< 0.0500	0.0500		100	mg/L mg/L



**Project ID:** 75131341-595416

**Report Date:** 05/22/2020

## Sample Results

595417

**Collect Date** 

05/04/2020 09:42

LAB ID

22005122202

Receive Date

05/12/2020 09:42

Matrix

Solid

## EPA 1311/8270C (Continued)

Prep Date 05/15/2020 06 30	Prep Batch 683768	Prep Method EPA 3510C	Dilution 1	Analysis Date 05/15/2020 16:49		By DLB	Analytical Ba	atch
<b>CAS#</b> 110-86-1	Parameter Pyridine			<b>Result</b> <0.0500	<b>LOQ</b> 0.0500		Reg Limit	Units mg/L
<b>CAS#</b> 4165-60-0 321-60-8	Surrogate Nitrobenzene-d5 2-Fluorobiphenyl		Conc. Spiked 0.25 0.25	Conc. Rec .217 .216	Unit	'L	% Recovery	Rec Limits 44 - 120
1718-51-0 4165-62-2 367-12-4 118-79-6	Terphenyl-d14 Phenol-d5 2-Fluorophenol 2,4 6-Tribromophenol		0.25 0.50 0.50 0.50	.251 .138 .216 .429	mg/ mg/ mg/ mg/ mg/	'L 'L 'L	86 100 28 43 86	44 - 119 50 - 134 10 - 120 19 - 119 43 - 140

### EPA 1311/8081B

Prep Date 05/14/2020 11 00	Prep Batch 683721	Prep Method EPA 3510C	Dilution 1	<b>Analysis Da</b> 05/14/2020 1		By TLS	Analytical Batc 683930	h
CAS#	Parameter			Result	LOQ		Reg Limit	Units
57-74-9 72-20-8 58-89-9 76-44-8 1024-57-3 72-43-5 8001-35-2	Chlordane (Technical) Endrin gamma-BHC (Lindane) Heptachlor Heptachlor epoxide Methoxychlor Toxaphene			<0.00250 <0.00100 <0.000500 <0.000500 <0.000500 <0.000500 <0.00250	0.00250 0.00100 0.000500 0.000500 0.000500 0.000500 0.00250		0.03 0.02 0.40 0.0080 0.0080 10 0.50	mg/L mg/L mg/L mg/L mg/L mg/L
CAS# 877-09-8 2051-24-3	Surrogate Tetrachloro-m-xylene Decachlorobiphenyl		Conc. Spiked 0.0050 0.0050	Conc. Rec .00357 .00331	<b>Uni</b> mg mg	/L	% Recovery F 71 66	Rec Limits 44 - 124 30 - 139

### EPA 1311/8151A

Prep Date 05/18/2020 08:25	Prep Batch 683896	Prep Method EPA 1311/8151A	Dilution 1	<b>Analysis Date</b> 05/21/2020 22:17		By MFS	Analytical Batch 684311	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
93-72-1	2,4,5-TP (Silvex)			<0.00500	0.00500		1	mg/L



**Project ID:** 75131341-595416

Report Date: 05/22/2020

## Sample Results

595417

**Collect Date** 

05/04/2020 09:42

LAB ID

22005122202

Receive Date

05/12/2020 09:42

Matrix Solid

EPA 1311/8151A (Continued)

Prep Date 05/18/2020 08:25	Prep Batch 683896	Prep Method EPA 1311/8151A (Continued)	<b>Dilution</b>	_	rsis Date /2020 22:17	By MFS	Analytica 684311	al Batch
<b>CAS#</b> 94- <b>7</b> 5-7	Parameter 2,4'-D		<b>Res</b> i <0.0050		LOQ 0.00500	Re	g Limit 10	Units
<b>CAS#</b> 19719-28-9	Surrogate DCAA	Conc. Spiked 0.02		<b>Rec</b> 0108	<b>Units</b> mg/L	% Re	covery 54	Rec Limits

### EPA 1311/6020B

Prep Date 05/14/2020 10:00	Prep Batch 683661	Prep Method EPA 3010A	<b>Dilution</b> 10	<b>Analysis Date</b> 05/20/2020 20:45		<b>By</b> LWZ	Analytical Batch 684143	- 1
CAS#	Parameter			Result	LOQ		Reg Limit	I I a i i a
7440-38-2	Arsenic						Reg Lilling	Units
7440-39-3	Barium			<0.10	0.10		5	mg/L
7 <b>440</b> -43-9				<0.10	0.10		100	mg/L
	Cadmium			<0.10	0.10		1	mg/L
<b>7440</b> -47-3	Chromium			<0.10	0.10		5	mg/L
<b>7439</b> -92-1	Lead			<0.10	0.10		5	-
<b>7782-4</b> 9-2	Selenium			<0.10			5	mg/L
7440-22-4	Silver				0.10		7	mg/L
				<0.10	0.10		5	mg/L

### EPA 1311/7470A

Prep Date 05/14/2020 08:00	Prep Batch 683665	Prep Method EPA 7470A	Dilution 1	<b>Analysis Date</b> 05/14/2020 13:19	)	<b>By</b> TJR	Analytical Batch 683706	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
<b>7439</b> -97-6	Mercury			<0.0020	0.0020		0.20	mg/L

# POLLUTION CONTROL SERVICES



Page 1 of 1

Report of Sample Analysis

Client Information	Sample Information	Laboratory Information		
Trish Soechting New Braunfels Utilities P.O. Box 310289 New Braunfels, TX 78131-0289	Project Name: Sample ID: Sam McKenzie Sludge 05042040 Matrix: Sludge Date/Time Taken: 05/04/2020 1048	PCS Sample #: 595418		

-Chuck Wallgren, President

**Test Description** Result Units RL Analysis Date/Time Method Analyst TCLP-Full See Attached Pace Analytical Services - Dallas

Quality Statement: All supporting quality control data adhered to data quality objectives and test results meet the requirements of NELAC unless otherwise noted as flagged exceptions or in a case narrative attachment. Reports with full quality data deliverables are available on request.

> These analytical results relate only to the sample tested All data is reported on an "As Is" basis unless designated as "Dry Wt" R1 - Reporting Linus

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210-340-0343

FAX # 210-658-7903



**Project ID:** 75131341-595416

Report Date: 05/22/2020

# Sample Results

595418

**Collect Date** 

05/04/2020 10:48

LAB ID

22005122203

Receive Date 05/12/2020 09:42

Matrix

Solid

#### EPA 1311/8260B

Prep Date 05/13/2020 14:30	Prep Batch 683617	Prep Method EPA 1311(TCLP)	Dilution 100	Analysis Da 05/15/2020 1		By SMS	Analytical Ba	itch
CAS#	Parameter			Result	LOQ		Reg Limit	Units
75-35-4 107-06-2 78-93-3 71-43-2 56-23-5 108-90-7 67-66-3 127-18-4 79-01-6 75-01-4	1,1-Dichloroethene 1,2-Dichloroethane 2-Butanone Berizene Carbon tetrachloride Chloroform Tetrachloroethene Vinvl chloride			<0.500 <0.250 <0.500 <0.250 <0.250 <0.500 <0.500 <0.500 <0.250	0.500 0.250 0.500 0.250 0.250 0.500 0.500 0.500 0.500		0.70 0.50 200 0.50 0.50 100 6 0.70 0.50	mg/L mg/L mg/L mg/L mg/L mg/L mg/L mg/L
CAS#	Surrogate	Con	c. Spiked	<0.100  Conc. Rec	0.100 <b>Unit</b>	s %	0.20	mg/L
460-00-4 1868-53-7 2037-26-5 17060-07-0	4-Bromofluorobenze Dibromofluorometha Toluene d8 1,2-Dichloroethane-o	ne ne	5 5 5 5	4.9 5.07 5.15 4.89	mg/ mg/ mg/	L L L	98 101 103 98	62 - 130 65 - 127 71 - 134 62 - 127

#### EPA 1311/8270C

Prep Date 05/15/2020 06:30	Prep Batch 683768	Prep Method EPA 3510C	Dilution 1	Analysis Date 05/15/2020 17:05		By DLB	Analytical Batch 683785	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
106-46-7	1.4-Dichlorobenzene			< 0.0500	0.0500		7.50	
95-95-4	2.4,5-Trichlorophenol			<0.0500	0.0500		400	mg/l
88-06-2	2,4,6-Trichlorophenol			<0.0500	0.0500		2	mg/l mg/l
121-14-2	2,4-Dinitrotoluene			<0.0100	0.0100		0.13	mg/L
1319-77-3	Cresols			0.382	0.1000		200	mg/L
118-74-1	Hexachlorobenzene			<0.0100	0.0100		0.13	mg/L
87-68-3	Hexachlorobutadiene			< 0.0500	0.0500		0.50	mg/L
67-72-1	Hexachloroethane			<0.0500	0.0500		3	mg/L
1319-77-3MP	m,p-Cresol			0.382	0.0500		200	mg/L
98-95-3	Nitrobenzene			< 0.0500	0.0500		2	mg/L
95-48-7	o-Cresol			<0.0500	0.0500		200	mg/L
87-86-5	Pentachlorophenol			< 0.0500	0.0500		100	mg/L



**Project ID:** 75131341-595416

Report Date: 05/22/2020

## Sample Results

595418	Collect Date	05/04/2020 10:48	LAB ID	22005122203	
	Receive Date	05/12/2020 09:42	Matrix	Solid	

### EPA 1311/8270C (Continued)

<b>Prep Date 05/15/2020</b> 06 30	Prep Batch 683768	Prep Method EPA 3510C	Dilution 1	Analysis Date 05/15/2020 17:05	<b>By</b> DL		atch
<b>CAS#</b> 110-86-1	Parameter Pyridine			<b>Result</b> <0.0500	<b>LOQ</b> 0 0500	Reg Limit	Units mg/L
CAS#	Surrogate		Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
4165-60-0 321-60-8 1718-51-0 4165-62-2 367-12 4 118-79 6	Nitrobenzene-d5 2-Fluorobiphenyl Terphenyl-d14 Phenol-d5 2-Fluorophenol 2,4-6-Tribromopheno	И	0.25 0.25 0.25 0.50 0.50 0.50	.209 .204 .268 .15 .225 .471	mg/L mg/L mg/L mg/L mg/L mg/L	84 82 107 30 45 94	44 - 120 44 - 119 50 - 134 10 - 120 19 - 119 43 - 140

#### EPA 1311/8081B

Prep Date 05/14/2020 11:00	Prep Batch 683721	Prep Method EPA 3510C	Dilution 1	Analysis Da 05/14/2020 1		By TLS	Analytical Batc	h
CAS#	Parameter			Result	LOQ		Reg Limit	Units
<b>57-74-</b> 9 <b>72-20-</b> 8 <b>58-89-</b> 9 <b>76-44-</b> 8	Chlordane (Technical) Endrin gamma-BHC (Lindane)	)		<0.00250 <0.00100 <0.000500	0.00250 0.00100 0.000500		0.03 0.02 0.40	mg/L mg/L mg/L
<b>1024-</b> 57-3 <b>72-43</b> -5	Heptachlor Heptachlor epoxide Methoxychlor			<0.000500 <0.000500 <0.000500	0.000500 0.000500 0.000500		0.0080 0.0080 10	mg/l mg/l
8001-35-2	Toxaphene			<0.00250	0.00250		0.50	mg/l mg/l
CAS#	Surrogate	С	onc. Spiked	Conc. Rec	Uni	ts %	% Recovery	Rec Limits
<b>877-0</b> 9-3 <b>2051-</b> 24-3	Tetrachloro-m-xylene Decachlorobiphenyl		0.0050 0.0050	.00448 .00397	mg mg		90 79	44 - 124 30 - 139

### EPA 1311/8151A

Prep Date 05/18/2020 08:25	Prep Batch 683896	Prep Method EPA 1311/8151A	Dilution 1	<b>Analysis Date</b> 05/21/2020 22:37		By MFS	Analytical Batch 684311	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
93-72-1	2,4,5-TP (Silvex)			<0.00500	0.00500		1	mg/L



**Project ID:** 75131341-595416

**Report Date:** 05/22/2020

# Sample Results

595418	<b>Collect Date</b>	05/04/2020 10:48	LAB ID	22005122203
	Receive Date	05/12/2020 09:42	Matrix	Solid

### EPA 1311/8151A (Continued)

Prep Date 05/18/2020 08:25	<b>Prep Batch</b> 683896	Prep Method EPA 1311/8151A (Continued)	Dilution 1		ysis Date /2020 22:37	By MFS	Analytica 684311	al Batch
<b>CAS#</b> 94-75-7	Parameter 2,4 -D		<b>Res</b> i <0.0050		LOQ 0.00500	Re	eg Limit 10	Units mg/L
<b>CAS#</b> 19719-28-9	Surrogate DCAA	Conc. Spiked 0.02	Conc.	<b>Rec</b> 0096	<b>Units</b> mg/L	% Re	covery 48	Rec Limits

#### EPA 1311/6020B

Prep Date 05/14/2020 10:00	Prep Batch 683661	Prep Method EPA 3010A	<b>Dilution</b> 10	Analysis Date 05/20/2020 20:48		By LWZ	Analytical Batch 684143	
CAS#	Parameter			Result	LOQ		Reg Limit	11-14-
7440-38-2	Arsenic						•	Units
<b>7440-3</b> 9-3	Barlum			<0.10	0.10		5	mg/L
7440-43-9	Cadmium			<0.10	0.10		100	mg/L
7440-47-3				<0.10	0.10		1	mg/L
	Chromium			<0.10	0.10		5	mg/L
7439-92-1	Lead			< 0.10	0.10		5	-
7782-49-2	Selenium			<0.10	0.10		3	mg/L
7440-22-4	Silver						1	mg/L
				<0.10	0.10		5	mg/L

#### EPA 1311/7470A

Prep Date 05/14/2020 08:00	Prep Batch 683665	Prep Method EPA 7470A	Dilution 1	Analysis Date 05/14/2020 13:2	1	<b>By</b> TJR	Analytical Batch 683706	
CAS#	Parameter			Result	LOQ		Reg Limit	Unite
<b>7439-</b> 97-6	Mercury			<0.0020	0.0020		0.20	Units mg/L

# POLLUTION CONTROL SERVICES



### **Report of Sample Analysis**

Client Information Trish Soechting New Braunfels Utilities P.O. Box 310289 New Braunfels, TX 78131-0289

Project Name:

Sample ID: Surface Water Plant 05042041

Sample Information

Matrix: Sludge

Date/Time Taken: 05/04/2020 1140

**Laboratory Information** 

PCS Sample #: 595419 Page 1 of 1

Date/Time Received: 05/06/2020 13:40

Report Date: 05/27/2020

Approved by:

Chuck Wallgren, President

**Test Description** 

Result

Units

RL

Analysis Date/Time Method

Analyst

TCLP-Full

See Attached

Pace Analytical Services - Dallas

Quality Statement: All supporting quality control data adhered to data quality objectives and test results meet the requirements of NELAC unless otherwise noted as flagged exceptions or in a case narrative attachment. Reports with full quality data deliverables are available on request.

> These analytical results relate only to the sample tested All data is reported on an "As Is" basis unless designated as "Dry Wt." RL = Reporting Limits

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**Project ID:** 75131341-595416

Report Date: 05/22/2020

# Sample Results

595419

**Collect Date** 

05/04/2020 11:40

LAB ID

22005122204

Receive Date 05/12/2020 09:42

Matrix

Solid

#### EPA 1311/8260B

Prep Date 05/13/2020 14.30	Prep Batch 683617	Prep Method EPA 1311(TCLP)	Dilution 100	<b>Analysis Da</b> 05/15/2020 1		By SMS	Analytical Bato	ch
CAS#	Parameter			Result	LOQ		Pog Limit	11.74
75-35-4 107-06-2 78-93-3 71-43-2 56-23-5 108-90-7 67-66-3 127-18-4 79-01-6 75-01-4	1,1-Dichloroethene 1,2-Dichloroethane 2-Butanone Benzene Carbon tetrachloride Chlorobenzene Chloroform Tetrachloroethene Trichloroethene Vinvi chloride			<0.500 <0.250 <0.500 <0.250 <0.250 <0.500 <0.500 <0.500 <0.250 <0.100	0.500 0.250 0.500 0.250 0.250 0.500 0.500 0.500 0.250 0.100		Reg Limit  0.70 0.50 200 0.50 0.50 100 6 0.70 0.50	Units mg/L mg/L mg/L mg/L mg/L mg/L mg/L mg/L
CAS# 460-00-4 1868-53-7 2037-26-5 17060-07-0	Surrogate 4-Bromofluorobenze Dibromofluorometha Toluene d8 1,2-Dichloroethane-c	ne ne	nc. Spiked 5 5 5 5	5.18 4.97 5.16 4.9	Units mg/l mg/l mg/l mg/l	L L	0.20  Recovery R 104 99 103 98	mg/L ec Limits 62 - 130 65 - 127 71 - 134 62 - 127

#### EPA 1311/8270C

Prep Date 05/15/2020 06:30	Prep Batch 683768	Prep Method EPA 3510C	Dilution 1	Analysis Date 05/15/2020 17:21		By DLB	Analytical Batch 683785	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
106-46-7	1.4-Dichlorobenzene			< 0.0500	-		•	
95-95-4	2,4,5-Trichlorophenol				0.0500		7.50	mg/L
88-06-2	2.4,6-Trichlorophenol			<0.0500	0.0500		400	mg/L
121-14-2				<0.0500	0.0500		2	mg/L
1319-77-3	2.4-Dinitrotoluene			< 0.0100	0.0100		0.13	mg/L
	Cresols			< 0.1000	0.1000		200	mg/L
118-74-1	Hexachlorobenzene			< 0.0100	0.0100		0.13	mg/L
87-68-3	Hexachlorobutadiene			< 0.0500	0.0500		0.50	· ·
67-72-1	Hexachloroethane			<0.0500	0.0500		3	mg/L
1319-77-3MP	m,p-Cresol			<0.0500	0.0500		200	mg/L
98-95-3	Nitrobenzene			<0.0500				mg/L
95-48-7	o-Cresol				0.0500		2	mg/L
87-86-5	Pentachlorophenol			<0.0500	0.0500		200	mg/L
0, 00 0	cinacinolophenol			<0.0500	0.0500		100	ma/L



**Project ID:** 75131341-595416

**Report Date:** 05/22/2020

# Sample Results

595419	Collect Date	05/04/2020 11:40	LAB ID	22005122204	
	Receive Date	05/12/2020 09:42	Matrix	Solid	

### EPA 1311/8270C (Continued)

<b>Prep Date</b> 05/15/2020 06 30	Prep Batch 683768	Prep Method EPA 3510C	Dilution 1	Analysis Date 05/15/2020 17:21	<b>By</b> DLE	Analytical B	atch
<b>CAS#</b> 110-86-1	Parameter Pyridine			<b>Result</b> <0.0500	<b>LOQ</b> 0.0500	Reg Limit	Units mg/L
CAS#	Surrogate		Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
4165-60-0 321-60-8 1718-51-0 4165-62-2 367-12 4 118-79-6	Nitrobenzene-d5 2-Fluorobiphenyl Terphenyl-d14 Phenol-d5 2-Fluorophenol 2,4 6-Tribromophenol		0.25 0.25 0.25 0.50 0.50 0.50	.207 .213 .247 .134 .208 .392	mg/L mg/L mg/L mg/L mg/L mg/L	83 85 99 27 42 78	44 - 120 44 - 119 50 - 134 10 - 120 19 - 119 43 - 140

### EPA 1311/8081B

Prep Date 05/14/2020 11:00	Prep Batch 683721	Prep Method Dilution EPA 3510C 1	Dilution 1	<b>Analysis Date</b> 05/14/2020 19:26		By TLS	Analytical Batc 683930	h
CAS#	Parameter			Result	esult LOQ		Reg Limit	Units
57-74-9 72-20-8 58-89-9 76-44-8 1024-57-3 72-43-5 8001-35-2	Chlordane (Technical) Endrin gamma-BHC (Lindane) Heptachlor Heptachlor epoxide Methoxychlor Toxaphene	)		<0.00250 <0.00100 <0.000500 <0.000500 <0.000500 <0.000500 <0.00250	0.00250 0.00100 0.000500 0.000500 0.000500 0.000500 0.00250		0.03 0.02 0.40 0.0080 0.0080 10 0.50	mg/L mg/L mg/L mg/L mg/L mg/L
<b>CAS#</b> 877-09-8 2051-24-3	Surrogate Tetrachloro-m-xylene Decachlorobiphenyl		Conc. Spiked 0.0050 0.0050	Conc. Rec .00453 .00419	<b>Uni</b> mg mg	/L	% Recovery 1 91 84	Rec Limits 44 - 124 30 - 139

### EPA 1311/8151A

Prep Date 05/18/2020 08:25	Prep Batch 683896	Prep Method EPA 1311/8151A	Dilution 1	Analysis Date 05/21/2020 22:58		By MFS	Analytical Batch 684311	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
93-72-1	2,4,5-TP (Silvex)			<0.00500	0.00500		1	mg/L



**Project ID:** 75131341-595416

Report Date: 05/22/2020

# Sample Results

595419	Collect Date	05/04/2020 11:40	LAB ID	22005122204	
	Receive Date	05/12/2020 09:42	Matrix	Solid	

### EPA 1311/8151A (Continued)

Prep Date 05/18/2020 08 25	Prep Batch 683896	Prep Method EPA 1311/8151A (Continued)	Dilution 1	<b>Analysis Date</b> 05/21/2020 22:58	By MFS	Analytica 684311	al Batch
<b>CAS#</b> 94-75-7	Parameter 2,4 -D		<b>Res</b> i		R	eg Limit 10	Units mg/L
<b>CAS#</b> 19719-28-9	Surrogate DCAA	Conc. Spiked 0.02	Conc.	Rec Units	% Re	ecovery 49	Rec Limits

#### EPA 1311/6020B

Prep Date 05/14/2020 10 00	Prep Batch 683661	Prep Method EPA 3010A	<b>Dilution</b> 10	Analysis Date 05/20/2020 20:52		By LWZ	Analytical Batch 684143	
CAS#	Parameter			Result	LOQ		Pog Limit	11-14
<b>7440-</b> 38-2	Arsenic				-		Reg Limit	Units
7440-39-3	Barium			<0.10	0.10		5	mg/l
<b>7440</b> -43-9	Cadmium			0.39	0.10		100	mg/l
<b>7440</b> -47-3				<0.10	0.10		1	mg/l
	Chromium			<0.10	0.10		5	mg/l
<b>7439</b> -92-1	Lead			< 0.10	0.10		5	
7782-49-2	Selenium			<0.10	0.10		3	mg/L
<b>7440</b> -22-4	Silver						1	mg/L
				<0.10	0.10		5	mg/L

### EPA 1311/7470A

Prep Date 05/14/2020 08:00	Prep Batch 683665	Prep Method EPA 7470A	Dilution 1	Analysis Date 05/14/2020 13:23		<b>By</b> TJR	Analytical Batch 683706	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
7439-97-6	Mercury			<0.0020	0.0020		0.20	mg/L

# POLLUTION CONTROL SERVICES



### Report of Sample Analysis

Sample Information

Client Information	
Trish Soechting	P
New Braunfels Utilities	S
P.O. Box 310289	N
New Braunfels, TX 78131-0289	D

Project Name:	
Sample ID: GSTP	Sludge 05052042
Matrix: Sludge	
Date/Time Taken:	05/05/2020 0945

PCS Sample #: 595420 Page 1 of 1
Date/Time Received: 05/06/2020 13:40

Report Date: 05/27/2020

Approved by: Chuck Wallgren, President

Test Description Result Units RL Analysis Date/Time Method Analyst

TCLP-Full See Attached Pace Analytical Services - Dallas

Quality Statement: All supporting quality control data adhered to data quality objectives and test results meet the requirements of NELAC untess otherwise noted as flagged exceptions or in a case narrative attachment. Reports with full quality data deliverables are available on request.

These analytical results relate only to the sample tested.

All data is reported on an "As Is" basis unless designated as "Dry Wt"

Rt. = Reporting Limits

Web Site: www.pcslab.net e-mail: chuck@pcslab.net

Toll Free 800-880-4616

1532 Universal City Blvd, Suite 100 Universal City, TX 78148-3318 210-340-0343

FAX # 210-658-7903



**Project ID:** 75131341-595416

Report Date: 05/22/2020

# Sample Results

**Collect Date** 05/05/2020 09:45 595420 LAB ID 22005122205 Receive Date 05/12/2020 09:42 Matrix Solid

#### EPA 1311/8260B

Prep Date 05/13/2020 14 30	Prep Batch 683617	Prep Method EPA 1311(TCLP)	Dilution 100	•	<b>Analysis Date</b> 05/15/2020 16:27		Analytical Bate	ch
CAS#	Parameter			Result	LOQ		Dog Limit	11. 24
75-35-4 107-06-2 78-93-3 71-43-2 56-23-5 108-90-7 67-66-3 127-18-4 79-01-6 75-01-4	1,1-Dichloroethene 1,2-Dichloroethane 2-Butanone Benzene Carbon tetrachloride Chloroform Tetrachloroethene Trichloroethene Vinyl chloride			<0.500 <0.250 <0.500 <0.250 <0.250 <0.500 <0.500 <0.500 <0.500 <0.250 <0.100	0.500 0.250 0.500 0.250 0.250 0.500 0.500 0.500 0.250 0.100		Reg Limit  0.70  0.50  200  0.50  0.50  100  6  0.70  0.50  0.50  0.20	Units mg/L mg/L mg/L mg/L mg/L mg/L mg/L mg/L
CAS# 460-00-4 1868-53-7 2037-26-5 17060-07-0	Surrogate 4-Bromofluorobenze Dibromofluorometha Toluene d8 1,2-Dichloroethane-o	ne ne	<b>c. Spiked</b> 5 5 5 5	5.26 5.04 5.09 4.99	Unit mg/ mg/ mg/ mg/	L L L	Recovery F 105 101 102 100	Rec Limits 62 - 130 65 - 127 71 - 134 62 - 127

### EPA 1311/8270C

Prep Date 05/15/2020 06:30	Prep Batch 683768	Prep Method EPA 3510C	Dilution 1	<b>Analysis Date</b> 05/15/2020 17:37		By DLB	Analytical Batch 683785	
CAS#	Parameter			Result	LOQ		Reg Limit	Unit
106-46-7 95-95-4 88-06-2 121-14-2 1319-77-3 118-74-1 87-68-3 67-72-1 1319-77-3MP 98-95-3	1,4-Dichlorobenzene 2,4,5-Trichlorophenol 2,4,6-Trichlorophenol 2,4-Dinitrotoluene Cresols Hexachlorobenzene Hexachlorobutadiene Hexachloroethane m,p-Cresol Nitrobenzene			<0.0500 <0.0500 <0.0500 <0.0100 <b>0.137</b> <0.0100 <0.0500 <0.0500 <b>0.137</b>	0.0500 0.0500 0.0500 0.0100 <b>0.1000</b> 0.0100 0.0500 <b>0.0500</b>		7.50 400 2 0.13 <b>200</b> 0.13 0.50 3	mg/l mg/l mg/l mg/l mg/l mg/l
9 <b>5-48-</b> 7 3 <b>7-</b> 86-5	o-Cresol Pentachlorophenol			<0.0500 <0.0500 <0.0500	0.0500 0.0500 0.0500		2 200 100	mg/ mg/ mg/



**Project ID:** 75131341-595416

Report Date: 05/22/2020

## Sample Results

595420	Collect Date	05/05/2020 09:45	LAB ID	22005122205
000420	Receive Date	05/12/2020 09:42	Matrix	Solid

### EPA 1311/8270C (Continued)

Prep Date 05/15/2020 06 30	Prep Batch 683768	Prep Method EPA 3510C	Dilution 1	<b>Analysis Date</b> 05/15/2020 17:37	<b>By</b> DLI	Analytical B	atch
<b>CAS#</b> 110-86-1	Parameter Pyridine			<b>Result</b> <0.0500	<b>LOQ</b> 0.0500	Reg Limit	<b>Units</b> mg/L
CAS# 4165-60-0 321-60-8 1718-51-0 4165-62-2 367-12-4 118-79-6	Surrogate Nitrobenzene-d5 2-Fluorobiphenyl Terphenyl-d14 Phenol-d5 2-Fluorophenol 2,4 6-Tribromophenol		0.25 0.25 0.25 0.25 0.50 0.50	Conc. Rec .207 .21 .244 .138 .211 .407	Units mg/L mg/L mg/L mg/L mg/L mg/L	% Recovery  83 84 98 28 42 81	Rec Limits 44 - 120 44 - 119 50 - 134 10 - 120 19 - 119 43 - 140

#### EPA 1311/8081B

Prep Date 05/14/2020 11:00	Prep Batch 683721	Prep Method EPA 3510C	Dilution 1	<b>Analysis Da</b> 05/14/2020 1		By TLS	Analytical Batc 683930	h
CAS#	Parameter			Result	LOQ		Reg Limit	Units
57-74-9 72-20-8 58-89-9 76-44-8 1024-57-3 72-43-5 8001-35-2	Chlordane (Technical) Endrin gamma-BHC (Lindane) Heptachlor Heptachlor epoxide Methoxychlor Toxaphene			<0.00250 <0.00100 <0.000500 <0.000500 <0.000500 <0.000500 <0.000500 <0.00250	0.00250 0.00100 0.000500 0.000500 0.000500 0.000500 0.00250		0.03 0.02 0.40 0.0080 0.0080 10 0.50	mg/L mg/L mg/L mg/L mg/L mg/L mg/L
CAS# 877-09-8 2051-24-3	Surrogate Tetrachloro-m-xylene Decachlorobiphenyl		Conc. Spiked 0.0050 0.0050	Conc. Rec .00461 .0034	<b>Uni</b> mg mg	/L	% Recovery   92   68	Rec Limits 44 - 124 30 - 139

#### EPA 1311/8151A

Prep Date 05/18/2020 08:25	Prep Batch 683896	Prep Method Dilution EPA 1311/8151A 1	<b>Analysis Date</b> 05/21/2020 23:18		By MFS	Analytical Batch 684311		
CAS#	Parameter			Result	LOQ		Reg Limit	Units
93-72-1	2,4,5-TP (Silvex)			<0.00500	0.00500		1	mg/L



**Project ID:** 75131341-595416

Report Date: 05/22/2020

### Sample Results

595420	<b>Collect Date</b>	05/05/2020 09:45	LAB ID	22005122205	
000420	Receive Date	05/12/2020 09:42	Matrix	Solid	

### EPA 1311/8151A (Continued)

Prep Date 05/18/2020 08:25	Prep Batch 683896	Prep Method EPA 1311/8151A (Continued)	Dilution 1	_	rsis Date /2020 23:18	By MFS	Analytica 684311	il Batch
<b>CAS#</b> 94-75-7	Parameter 2,4'-D		<b>Res</b> u		LOQ 0.00500	Re	eg Limit 10	Units mg/L
CAS# 19719-28-9	Surrogate DCAA	Conc. Spiked 0.02	Conc.	<b>Rec</b> .012	<b>Units</b> mg/L	% Re	covery 60	Rec Limits

#### EPA 1311/6020B

Prep Date 05/14/2020 10:00	Prep Batch 683661	Prep Method EPA 3010A	Dilution 10	<b>Analysis Date</b> 05/20/2020 20:55		By LWZ	Analytical Batch 684143	
CAS#	Parameter			Result	LOQ		Reg Limit	Units
7440-38-2	Arsenic			<0.10	0.10		5	
7440-39-3	Barium			<0.10	0.10		100	mg/L mg/L
7440-43-9	Cadmium			<0.10	0.10		1	mg/L
7440-47-3	Chromium			<0.10	0.10		5	mg/L
7439-92-1	Lead			< 0.10	0.10		5	mg/L
7782-49-2	Selenium			<0.10	0.10		1	mg/L
7440-22-4	Silver			< 0.10	0.10		5	mg/L

### EPA 1311/7470A

Prep Date 05/14/2020 08:00	Prep Batch 683665	Prep Method EPA 7470A	•		By TJR	Analytical Batch 683706	
CAS#	Parameter		Result	LOQ		Reg Limit	Units
7439-97-6	Mercury		<0.0020	0.0020		0.20	mg/L

# POLLUTION CONTROL SERVICES

Chain of Custody Number

5 9 5 4 7 6

CUSTOMER INFORM					REPORT	ΓINE	OF	RMATION				
Name: New Braunfels Ut	tilities				Attention	: Tris	sh S	oechting		Phone: (83	0) 608-8905	Fax: (830) 626-1361
SAMPLE INFORMATION	ON								Req	uested Analy	rsis	
Project Information:			Colle	cted B	y: L. KI	067			4			Instructions/Comments:
					Matrix			Container	70			
Report "Soils"	Wι		orine ng/L	e or	DW-Drinking Water; NPW-Non-		L,		L L			
		ected	la Chi	osit	potable water; WW-Wastewater;	Type	Number	Preservative	U			
Client / Field Sample ID	Date	Time	Field Chlorine Residual mg/L	Composite or Grab	LW-Liquid Waste	1	Ž		1			PCS Sample Number
SKSTP SLUDGE	Start: 5-4-20	Start 8939		□С	DW NPW WW Soil	EP EG		☐ H <sub>2</sub> SO <sub>4</sub> ☐ HNO <sub>1</sub> ☐ H <sub>3</sub> PO <sub>4</sub> ☐ NaOH				595416
05042038	End:	End:		XG	Sludge LW Other	<b>0</b> 0		ICE 🗆	X			□S □B □N □HEM Other:
NKSTP SLUDGE	Start:4-20	Start: 0942	1 3	□С	DW NPW Soil	<b>Q</b> (P □G		☐ H <sub>2</sub> SO <sub>4</sub> ☐ HNO <sub>3</sub> ☐ H <sub>3</sub> PO <sub>4</sub> ☐ NaOH				595417
05042039 SAM MEKENZIE	End:	End:		<b>⊭</b> G	Sludge LW Other	<b>0</b> 0		□ ICE □	X			□S □B □N □HEM Other:
05042040	End:	Start 48		□ c (G	DW NPW Soil Sludge LW Other	ØP □G □O		□ H <sub>2</sub> SO <sub>4</sub> □ HNO <sub>3</sub> □ H <sub>3</sub> PO <sub>4</sub> □ NaOH □ ICE □	X			
SURFACE WATER LAWT 05042041	Start: 4.20	Start: (rcto		Mg		<b>X</b> (P □G □O		□ H <sub>2</sub> SO <sub>4</sub> □ HNO <sub>3</sub> □ H <sub>3</sub> PO <sub>4</sub> □ NaOH □ ICE □	×			5 9 5 4 1 9
	Start: 5-5-20 End:	Start:0945 End:	-	□C XG	DW NPW Soil	MP □G □O		□ H <sub>2</sub> SO <sub>4</sub> □ HNO <sub>3</sub> □ H <sub>3</sub> PO <sub>4</sub> □ NaOH □ ICE □	K			5 9 5 4 2 0
	Start:	Start:		пс	DW NPW	□Р		□ H <sub>2</sub> SO <sub>4</sub> □ HNO <sub>3</sub>				
	End:	End:		□G		<b>□</b> G <b>□</b> O		□ H <sub>3</sub> PO <sub>4</sub> □ NaOH □ ICE □	1 1			□S □B □N □HEM Other:
	Start:	Start:		ПС	□ DW □ NPW	□P □G		☐ H <sub>2</sub> SO <sub>4</sub> ☐ HNO <sub>3</sub> ☐ H <sub>3</sub> PO <sub>4</sub> ☐ NaOH				
	End:	End:		□ G		0		DICE D_				
	Start:	Start:	1	١, ١		□P □G		□ H <sub>2</sub> SO <sub>2</sub> □ HNO <sub>2</sub> □ H <sub>2</sub> PO <sub>2</sub> □ NaOH				
		End:				<b>0</b> 0		DICE D		- 1		OS OB ON OHEM Other
Required Turnaround: R						□ = 8	Hrs	□ < 16 Hrs □ < 24 Hr	s 🗆 5 d	avs 🗆 Other	Rush Charges	Authorized by:
ample Archive/Disposal: ()	-	dard [] Hold f	or clien		1	tainei	Ty	pe: P = Plastic_ G = Glass	() ()	ther		Carrier ID
telinquished By:			Date:		Lime:	130		Received By:	les	rles 1	/// Dat	1200
telinquished By:	COM/5/		Date:	2	Time:	13	40	Received By:	un	er	Date Date	e: 5.6.20   Time: 13,40

1532 Universal City Blvd., Ste. 100, Universal City, Texas 78148 P (210) 340-0343 or (800) 880-4616 - F (210) 658-7903

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Login at www.peslab.net





May 26, 2020

Chuck Wallgren **Pollution Control Services** 1532 Universal City Blvd. #100 Universal City, TX 78148

RE:

Project: 595416

Pace Project No.: 75131341

#### Dear Chuck Wallgren:

Enclosed are the analytical results for sample(s) received by the laboratory on May 08, 2020. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Mehan Mc Chelough

Melissa McCullough melissa.mccullough@pacelabs.com (972)727-1123 Project Manager

**Enclosures** 

cc: Michael Klang, Pollution Control Services Office Manager







#### SAMPLE SUMMARY

Project: 595416
Pace Project No.: 75131341

Lab ID	Sample ID	Matrix	Date Collected	Date Received
75131341001	595416	Solid	05/04/20 09:39	05/08/20 09:30
75131341002	595417	Solid	05/04/20 09:42	05/08/20 09:30
75131341003	595418	Solid	05/04/20 10:48	05/08/20 09:30
75131341004	595419	Solid	05/04/20 11:40	05/08/20 09:30
75131341005	595420	Solid	05/05/20 09:45	05/08/20 09:30

### REPORT OF LABORATORY ANALYSIS

J		
/	Pace Analytical	

#### Document Name: Sample Condition Upon Receipt

Page 1 of 1 Issuing Authority

Document Revised: 01/03/20

Document No.: F-DAL-C-001-rev.12

Pace Dallas Quality Office

Sample Condition Upon Pa

☑Dallas □Ft Wort	th Corpus How 13131341
Client Name: PC5 Proje	ect Work order
Courier: FedEX UPS DUSPS Dictient DUSPS Dictient DUSPS Dictient DUSPS Dictient Dusps Dictient Dusps Du	
Custody Seal on Cooler/Box: Yes a No No Packing Material	i: Bubble Wrap/Bags © Foam None Other
Received on ice: Yes No I Type of Ice: Wet Blue I	*
Thermometer Used: 18-13 Cooler Temp °C: 0.5	(Recorded) 101 (Correction Factor) 0.6 (Actual)
Temperature :	should be above freezing to 6°C
Triage Person: N.D Date: 05/08/20	<u> </u>
Chain of Custody relinquished	Yes No 🗈
Sampler name & signature on COC	Yes O No X
Short HT analyses (<72 hrs)	Yes D No X
Sufficient Volume received	Yes > No 🗆
Correct Container used	Yes No a
Container Intact	Yes by No 🗈
Sample pH Acceptable pH Strips:	Yes D No D NA y
Residual Chlorine Present Cl Strips:	Yes - No - NA &
Sulfide Present  Lead Acetate Strips:	Yes - No - NA y
Are soil samples (volatiles, TPH) received in 5035A Kits not applicable to TCLP VOA or PST Program TPH)	Yes D No D NA C
Unpreserved 5035A soil frozen within 48 hrs	Yes O No O NA Sk
Headspace in VOA (>6mm)	Yes D No D NA
Project sampled in USDA Regulated Area:	Yes No 🗆

Yes 🗆 No 🐒

Labeling Person (if different than log-in): 5820 M Date: 5-8-20

Non-Conformance(s):

# POLLUTION CONTROL SERVICES

1532 Universal City Blvd, Suite 100 Universal City, TX 78148-3318 Facsimilie 210.658.7903 210.340.0343

### CHAIN OF CUSTODY & SUBCONTRACT TRACKING SHEET

Time 0939 0942 1048	Analysis Requested TCLP-Full TCLP-Full	Date/Time: 5/7/202 Received by: Date/Time: 5   4   2	La Chona P	T. A. 7
0939 0942 1048 1140	Requested TCLP-Full TCLP-Full	7002	Pres Ice	T. A. 7
0942 1048 1140	TCLP-Full	7002		Std
1048	TCLP-Full	7002	Ice	Std
1140				210
	-	703	Ice	Std
0045	TCLP-Full	7004	Ice	Std
0945	TCLP-Full	7005	Ice	Std
1313	41			
Due Date	: 05/22/20			
nstruction	s:			
	***************************************			
	Due Date	Due Date: 05/22/20 Instructions:	Due Date: 05/22/20	Due Date: 05/22/20 Instructions:

Authorized by:

Pollution Control Services

1532 Universal City Blvd, Suite 100

Universal City, TX 78148-3318

Date: 5/7/20



# ANALYTICAL RESULTS

#### **PERFORMED BY**

Pace Analytical Gulf Coast 7979 Innovation Park Dr. Baton Rouge, LA 70820 (225) 769-4900

**Report Date** 05/22/2020

Report # 220051222

**Project** 75131341-595416

Deliver To

Melissa McCullough Pace Analytical Services, Inc. 400 West Bethany Drive Suite 190 Allen, TX 75013 (972) 727-1123 **Additional Recipients** 

NONE









Project ID: 75131341-595416

Report Date: 05 22/2020

### Laboratory Endorsement

Sample analysis was performed in accordance with approved methodologies provided by the Environmental Protection Agency or other recognized agencies. The samples and their corresponding extracts will be maintained for a period of 30 days unless otherwise arranged. Following this retention period the samples will be disposed in accordance with Pace Gulf Coast's Standard Operating Procedure.

#### Common Abbreviations that may be Utilized in this Report

ND Indicates the result was Not Detected at the specified reporting limit

NO Indicates the sample did not ignite when preliminary test performed for EPA Method 1030

DO Indicates the result was Diluted Out

MI Indicates the result was subject to Matrix Interference
Indicates the result was Too Numerous To Count
Indicates the analysis was Sub-Contracted
Indicates the analysis was performed in the Field

DŁ Detection Limit
LOD Limit of Detection
LOQ Limit of Quantitation
RE Re-analysis

CF HPLC or GC Confirmation

00:01 Reported as a time equivalent to 12:00 AM

#### Reporting Flags that may be Utilized in this Report

Jorl Indicates the result is between the MDL and LOQ DOD flag on analyte in the parent sample for MS/MSD outside acceptance criteria U Indicates the compound was analyzed for but not detected B or V Indicates the analyte was detected in the associated Method Blank Indicates a non-compliant QC Result (See Q Flag Application Report) Q Indicates a non-compliant or not applicable QC recovery or RPD - see narrative Ę Organics - The result is estimated because it expeeded the instrument calibration range Ε Metals - % diference for the serial dilution is > 10% Reporting Limits adjusted to meet risk-based limit. L Р RPD between primary and confirmation result is greater than 40 DL Diluted analysis - when appended to Client Sample ID

Sample receipt at Pace Gulf Coast is documented through the attached chain of custody. In accordance with NELAC, this report shall be reproduced only in full and with the written permission of Pace Gulf Coast. The results contained within this report relate only to the samples reported. The documented results are presented within this report.

This report pertains only to the samples listed in the Report Sample Summary and should be retained as a permanent record thereof. The results contained within this report are intended for the use of the client. Any unauthorized use of the information contained in this report is prohibited.

I certify that this data package is in compliance with The NELAC Institute (TNI) Standard 2009 and terms and conditions of the contract and Statement of Work both technically and for completeness, for other than the conditions in the case narrative. Release of the data contained in this hardcopy data package and in the computer readable data submitted has been authorized by the Quality Assurance Manager or his/her designee, as verified by the following signature.

Estimated uncertainty of measurement is available upon request. This report is in compliance with the DOD QSM as specified in the contract if applicable.

Robyn Migues/Client Svcs Mg

Authorized Signature
Pace Gulf Coast Report 220051222

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**Project ID:** 75131341-595416

**Report Date:** 05/22/2020

## Certifications

Certification	Certification Number
DOD ELAP	74960
Alabama	01955
Arkansas	88-0655
Colorado	01955
Delaware	01955
Florida	E87854
Georgia	01955
Hawaii	01955
Idaho	01955
Illinois	200048
Indiana	01955
Kansas	E-10354
Kentucky	95
Louisiana	01955
Maryland	01955
Massachusetts	01955
Michigan	01955
Mississippi	01955
Missouri	01955
Montana	N/A
Nebraska	01955
New Mexico	01955
North Carolina	618
North Dakota	R-195
Oklahoma	9403
South Carolina	73006001
South Dakota	01955
Tennessee	01955
Texas	T104704178
/ermont	01955
/irginia	460215
Washington	C929
JSDA Soil Permit	P330-16-00234



Project ID: 75131341-595416

**Report Date:** 05/22/2020

### **Case Narrative**

Client: Pace Analytical Services

Report: 220051222

Pace Analytical Gulf Coast received and analyzed the sample(s) listed on the Report Sample Summary page of this report. Receipt of the sample(s) is documented by the attached chain of custody. This applies only to the sample(s) listed in this report. No sample integrity or quality control exceptions were identified unless noted below.

No anomalies were found for the analyzed sample(s).



**Project ID:** 75131341-595416

**Report Date:** 05/22/2020

# Sample Summary

LAB ID	Client ID	Matrix	Collect Date/Time	Receive Date/Time	
22005122201	595416	Solid	05/04/2020 09:39	05/12/2020 09:42	-
22005122202	595417	Solid	05/04/2020 09:42	05/12/2020 09:42	
22005122203	595418	Solid	05/04/2020 10:48	05/12/2020 09:42	
22005122204	595419	Solid	05/04/2020 11:40	05/12/2020 09:42	
22005122205	595420	Solid	05/05/2020 09:45	05/12/2020 09:42	



**Project ID:** 75131341-595416

**Report Date:** 05/22/2020

# GC/MS Volatiles QC Summary

Analytical Batch 683802	Client ID LAB ID Sample Type Prep Date Analysis Date	05/15/2020 12:	08	LCS683802 2040608 LCS NA 05/15/2020 10:41 Water				LCSD683802 2040609 LCSD NA 05/15/2020 11:02				
EPA 1311/82	Matrix 260B	Water Units Result	mg/L LOQ	Water Spike Added	Result	%R	Control Limits%R	Water Spike Added	Result	%R	RPD	RPD Limit
1,1-Dichloroethene	75-35-4	<0.00500	0.00500	0.050	0.054	108	69 - 129	0.050	0 053	105	3	30
1,2-Dichloroethane	107-06-2	<0.00250	0.00250	0.050	0.050	99	71 - 129	0.050	0 049		1	30
2-Butanone	78-93-3	<0.00500	0.00500	0.250	0.260		58 - 137	0.250		107	3	30
Benzene	71-43-2	<0.00250	0.00250	0.050		105	70 - 129	0.050	0 050		4	30
Carbon tetrachloride	56-23-5	< 0.00250	0.00250	0.050	0.053	105	76 - 128	0.050	0 053		0	30
Chlorobenzene	108-90-7	<0.00500	0.00500	0.050	0.047	94	74 - 123	0.050	0 045		3	30
Chloroform	67-66-3	<0.00500	0.00500	0.050		103	75 - 122	0.050	0 050	99	4	30
Tetrachloroethene	127-18-4	< 0.00500	0.00500	0.050	0.050	100	68 - 128	0.050	0.047	95	6	30
Trichloroethene	79-01-6	<0.00250	0.00250	0.050	0.049	98	76 - 129	0.050	0 048	96	2	30
Vinyl chloride	75-01-4	<0.00100	0.00100	0.050	0.046	91	68 - 132	0.050	0 047	94	3	30
Surrogate				0.000	0.010	٥,	00 102	0.050	0 047	3-	3	30
1,2-Dichloroethane-d4	17060-07-0	.0492	98	.05	.0474	95	62 - 127	.05	.05	100	NA	NIA
4-Bromofluorobenzene	460-00-4	.0503	101	.05		102	62 - 130	.05	0502	100	NA	NA NA
Dibromofluoromethane	1868-53-7	.0502	100	.05		100	65 - 127	.05	0493	99	NA	
Toluene d8	2037-26-5	.0511	102	.05	.0495	99	71 - 134	.05	0493	99	NA	NA NA



**Project ID:** 75131341-595416

**Report Date:** 05/22,2020

# GC/MS Semi-Volatiles QC Summary

Analytical Batch	Client ID	MB683768		LCS683	768			LCSD68	3768			
683869	LAB ID	2040399		2040400	)			204040				
Prep Batch	Sample Type	MB		LCS				LCSD				
683768	Prep Date	05/15/2020 06	:30	05/15/20	020 06:30	)			020 06:3	n		
Prep Method	Analysis Date	05/18/2020 11	05/18/2020 11:47					05/18/2020 12:31				
EPA 3510C	Matrix	Water		Water				Water				
EPA 1311/82	70C	Units Result	mg/L LOQ	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
1,4-Dichlorobenzene	106-46-7	<0.0500	0.0500	0.050	0.040	80	29 - 112	0.050	0.040	79	1	30
2,4,5-Trichlorophenol	95-95-4	<0.0500	0.0500	0.050	0.044	88	53 - 123	0.050	0 046		4	30
2,4,6-Trichlorophenol	88-06-2	<0.0500	0.0500	0.050	0.045	89	50 - 125	0.050	0 046	91	2	30
2,4-Dinitrotoluene	121-14-2	<0.0100	0.0100	0.050	0.053	106	57 - 128	0.050		107	1	30
Cresols	1319-77-3	<0.1000	0.1000	0.100	0.056	56	30 - 117	0.100	0 056	56	1	30
Hexachlorobenzene	118-74-1	<0.0100	0.0100	0.050	0.045	90	53 - 125	0.050	0 045		1	30
Hexachlorobutadiene	87-68-3	<0.0500	0.0500	0.050	0.039	77	22 - 124	0.050	0 039	77	0	30
Hexachloroethane	67-72-1	<0.0500	0.0500	0.050	0.038	75	21 - 115	0.050		75	0	30
m,p-Cresol	1319-77-3MP	<0.0500	0.0500	0.050	0.026	51	29 - 110	0.050	0.027	53	4	30
Nitrobenzene	98-95-3	<0.0500	0.0500	0.050	0.048	96	45 - 121	0.050	0 048	96	0	30
o-Cresol	95-48-7	<0.0500	0.0500	0.050	0.030	60	30 - 117	0.050	0.029	58	2	30
Pentachlorophenol	87-86-5	<0.0500	0.0500	0.050	0.041	83	35 - 138	0.050	0 040	81	2	30
Pyridine	110-86-1	<0.0500	0.0500	0.050	0.026	52	10 - 120	0.050	0 024	48	7	30
Surrogate												00
2,4,6-Tribromophenol	118-79-6	.0977	98	.1	.0983	98	43 - 140	- 11	.0996	100	NA	NA
2-Fluorobiphenyl	321-60-8	.0408	82	.05	.0441	88	44 - 119	.05	.0454	91	NA	NA
2-Fluorophenol	367-12-4	.0455	46	.1	.0418	42	19 - 119	1	0423	42	NA	NA
Nitrobenzene-d5	4165-60-0	.0449	90	.05	-0462	92	44 - 120	.05	046	92	NA	NA
Phenol-d5	4165-62-2	.029	29	.1	0253	25	10 - 120	.00	.0251	25	NA	NA
Terphenyl-d14	1718-51-0	.0636	127	.05	.0425	85	50 - 134	05	043	86	NA	NA



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# GC Semi-Volatiles QC Summary

Analytical Batch 683930 Prep Batch 683721 Prep Method EPA 3510C	Client ID LAB ID Sample Type Prep Date Analysis Date Matrix	2040151 MB 05/14/2020 1 05/14/2020 1 Water		LCS6837 2040152 LCS 05/14/202 05/14/202 Water	20 11:00	LCSD683721 2040153 LCSD 05/14/2020 11:00 05/14/2020 16:32 Water						
EPA 1311/808	Units Result	mg/L LOQ	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD	
Chlordane (Technical)	57-74-9	< 0.000250	0.000250				20111001111	, 10000		-	-	E.HTEL
Endrin	72-20-8	<0.000100	0.000100	0.000500	0.000474	95	60 - 138	0.000500	0.000464	93	2	30
gamma-BHC (Lindane)	58-89-9	<0.0000500	0.0000500	0.000500	0.000544	109	59 - 134	0.000500	0.000527	105	3	30
Heptachlor	76-44-8	<0.0000500	0.0000500	0.000500	0.000444	89	54 - 130	0.000500	0.000327	85	4	30
Heptachlor epoxide	1024-57-3	<0.0000500	0.0000500	0.000500	0.000512	102	61 - 133	0.000500	0.000427	99	4	30
Methoxychlor	72-43-5	<0.0000500	0.0000500	0.000500					0 000460		2	30
Toxaphene	8001-35-2	<0.000250	0.000250	( )	0.000.0.		0, 1,0	0 000000	0.000-00	32	-	30
Surrogate					l)							
Decachlorobiphenyl	2051-24-3	.000525	105	.0005	000365	73	30 - 139	.0005	.000361	72	AIA	ALA
Tetrachloro-m-xylene	877-09-8	.000474	95	.0005	.000485			.0005	000361	94	NA NA	NA NA

Analytical Batch 684239 Prep Batch 683896 Prep Method EPA 8151A	LAB ID Sample Type Prep Date Analysis Date	MB683896 2041180 MB 05/18/2020 08 05/21/2020 14 Water	LCS683896 2041181 LCS 05/18/2020 08:25 05/21/2020 15:05 Water				LCSD683896 2041182 LCSD 05/18/2020 08:25 05/21/2020 15:25 Water					
EPA 1311	/8151A	Units Result	mg/L LOQ	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD
2,4,5-TP (Silvex) 2,4'-D Surrogate	93-72-1 94-75-7	<0.00500 <0.00500	0.00500		0.00081 0.00091		51 - 134 45 - 152	0.00100 0.00099	0.00087	87	7 4	Limit 30 30
DCAA	19719-28-9	.00129	65	.002	.0014	70	18 - 136	,002	00145	73	NA	NA



**Project ID:** 75131341-595416

**Report Date:** 05/22, 2020

# Inorganics QC Summary

Analytical Batch 683706 Prep Batch 683665 Prep Method EPA 7470A	Sample Type Prep Date Analysis Date	2039906		LCS6836 2039908 LCS 05/14/20 05/14/20 Water	20 08:00		
EPA 1311.	/7470A	Units Result	mg/L LOQ			%R	Control Limits%R
Mercury	7439-97-6	<0.0020	0.0020	0.0050	0.0056	113	

Analytical Batch	Client ID	MB683661		LCS6836	661				
683861	LAB ID	2039895		2039897					
Prep Batch	Sample Type	MB		LCS					
683661	Prep Date	05/14/2020 10:00	05/14/2020 10:00						
Prep Method EPA 3010A	Analysis Date Matrix	05/17/2020 14:05	05/17/2020 14:09 Water						
EPA 1311/	6020B	Units Result	mg/L LOQ	Spike Added	Result	%R	Control Limits%R		
Arsenic	7440-38-2	< 0.0010	0.0010	0.050	0.052	104	80 - 120		
Barium	7440-39-3	< 0.0010	0.0010	0.050	0.052	105	80 - 120		
Cadmium	7440-43-9	<0.0010	0.0010	0.050	0.052	104	80 - 120		
Chromium	7440-47-3	<0.0010	0.0010	0.050	0.053	106	80 - 120		
Lead	7439-92-1	<0.0010	0.0010	0.050	0.051	103	80 - 120		
Selenium	7782-49-2	<0.0010	0.0010	0.010	0.010	102	80 - 120		
Silver	7440-22-4	<0.0010	0.0010	0.050	0.053	105	80 - 120		

-	rkorder: 75131341	Workorder f	Name: 595416				Cort, Needo Owner Rec		X Yes Date:	No 5/8/2020	Results	Regular ted By	5/22/2020
-	ort To		Subcontr					-		Rendeste	d Artistysta.		
Melissa McCullough Pace Gulf Coast Pace Analytical Dallas 10781 Coursey Blvd Buite 190 Baton Rouge, LA 70816 Phone (972)727-1123						FULL TCLP							
						Preserved Confainers							
em	Sample ID	Sample Type	Collect Date/Time	Lab ID	Matrix	D <sub>e</sub> C							I AR USE OM Y
	595416	PS	5/4/2020 09:39	75131341001	Solid	1		X					7.07.02.03101
	595417	PS	5/4/2020 09:42	75131341002	Solid	1		X					
	595418	PS	5/4/2020 10:48	75131341003	Solid	1		X					
	595419	PS	5/4/2020 11:40	75131341004	Solid	1		X					L
	595420	PS	5/5/2020 09:45	75131341005	Solid	1		X	in the				5
	sfers Released By		To . or	- L								ALBERTA.	
all	Note Over	Pace	5/11/20 5-12-30		celox Lill	air	5/11/2 510-0	20 [	See	attached li	si 512-354	173 1 230	

\*\*In order to maintain client confidentiality, location/name of the sampling site, sampler's name and signature may not be provided on this COC document.

This chain of custody is considered complete as is since this information is available in the owner laboratory.

Client ID: 4367 - Pace Analytical Services

SDG: 220051222

PM: DLH

Monday, May 11, 2020 11:35:28 AM

FMT-ALL-C-002rev.00 24Marcn2009

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1	Pace Analytical	
1-	- accounting accur	

### SAMPLE RECEIVING CHECKLIST



					* 2 7 0 0 3 1	122 *
SAMPLE DELIVERY GROU	JP 22005	1222	CHECKLIST		YES	NO
<b>Client PM</b> DLH 4367 - Pace Analytical Services	Transport FEDEX	Method	Samples received with proper therma	I preservation?	~	
	Transport Method FEDEX  Received By McOune, Dodie N.  Receive Date(s) 05/12/20	Radioactivity is <1600 cpm? If no, rec	cord cpm value in notes section.	₩		
Profile Number 281949			COC relinquished and complete (inclu	uding sampleIDs, collect times, and sampler)?	$\checkmark$	
	Pace Analytical Services  Pace Number  Paceived By  McCune, Dodie N  Paceive Date(s)  05/12/20  Paceive Date(s)  Thermometer ID: E26  Temp °C	All containers received in good condit	ion and within hold time?	~		
Line Item(s) 3 - Solid		ite(s)	All sample labels and containers rece	eived match the chain of custody?	~	
3 - 30HQ	05/12/20		Preservative added to any containers	?		~
OOLERS			If received, was headspace for VOC v	vater containers < 6mm?	~	
	DLERS iii Thermometer ID: E26 Te		Samples collected in containers provi	ded by Pace Gulf Coast?		~
COOLERS	COOLERS		DISCREPANCIES	LAB PRESERVATIONS		
	er ID: E26	Temp °C	None	None		
Airbill Thermometer ID: E2 184195123540						
NOTES						
Revision 1.6						hen 4 -6 4

Pace Gulf Coast Report#: 220051222

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# **Pollution Control Services**

Sample Log-In Checklist

PCS Sample No(s) 595416 595420 COC No. 595416
Client/Company Name: NBU Checklist Completed by: MW
Sample Delivery to Lab Via:  Client Drop Off Commercial Carrier: Bus UPS Lone Star FedEx USFS  PCS Field Services: Collection/Pick Up Other:
Sample Kit/Coolers Sample Kit/Cooler: No
Acid Preserved Sample - If present, is pH <2? Yes No ** H <sub>2</sub> SO <sub>4</sub> HNO <sub>3</sub> H <sub>3</sub> PO <sub>4</sub> Base Preserved Sample - If present, is pH >12? Yes No NaOH  Other Preservation: If Present, Meets Requirements? Yes No Sample Preservations Checked by: Date Time pH paper used to check sample preservation (PCS log #): (HEM pH checked at analysis). Samples Preserved/Adjusted by Lab: Lab # Parameters Preserved Preservative Used Log #
Adjusted by Tech/Analyst: Date : Time:
Client Notification/ Documentation for "No" Responses Above/ Discrepancies/ RevisionComments  Person Notified: Contacted by:
Notified Date:Time:
Actions taken to correct problems/discrepancies:
Receiving qualifier needed (requires client notification above) Temp Holding Time Initails:

<sup>\*</sup> Samples submitted for Metals Analysis (except Hex Cr) or Drinking Water for Colsform Bacteria Only are not required to be iced. Samples collected prior day to receipt at the laboratory must meet method specific thermal cooling requirements, "or will be flagged accordingly". Simples achieved the same day as collected may not meet thermal criteria, but shall be considered acceptable if evidence that the chilling process has begin, such as arrival on ice (EPA 815-F-08-006, June 2008). \*\* Water samples for metals analysis that are not acid preserved prior to shipment may be acceptably preserved by the laboratory on receipt — however, the sample digestion procedure must be delayed for at least 24 hours after preservation by the laboratory.