



STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Waste and Hazardous Substances

September 9, 2020

ISSUED BY: Melissa Leckie
Management Analyst III
302-395-2600

SUBJECT: **AWARD NOTICE**
CONTRACT NO. NAT20223SPEC_LAB
REMEDIATION SECTION

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor’s contract shall be valid for a 3 year period beginning (July 1, 2020 and ending June 30, 2023). Each contract may be renewed for two one (1) year periods through negotiation between the contractor and Department of Natural Resources and Environmental Control. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

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Vendor Name: ALS Group USA Corp d/b/a ALS Environmental Address: 301 Fulling Mill Road Middletown, PA 17057 Primary Contact Name: Ray Martrano Phone: 717-944-5541 Email: ray.martrano@alsglobal.com FSF Number:	Vendor Name: TestAmerica Laboratories, Inc. d/b/a Eurofins TestAmerica Address: 777 New Durham Road, Edison, NJ 08817 Primary Contact Name: Jules Thiessen Phone: 856-334-1030 Email: jules.thiessen@eurofinset.com FSF Number:0000018787
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3. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

4. DELIVERY AND PICKUP

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All deliveries and pickup will occur at the Remediation Section office.
391 Lukens Drive
New Castle, DE 19720

5. PRICING

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Prices will remain firm for the term of the contract year.
Prices are attached.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Department of Natural Resources and Environmental Control to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT20223SPEC_LAB on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

The work to be performed under this contract shall include the analytical analysis of samples collected from groundwater, surface water, soil/sediment and fish tissue at State of Delaware HSCA sites for known and/or suspected groundwater, surface water and soil/ sediment, and fish tissue contamination which have the potential of causing significant harm to human health and/or the environment. This work is being performed under the auspices of the Delaware Remediation Section, authorized by the Hazardous Substance Cleanup Act (HSCA).

The work will be performed under the supervision of a qualified Laboratory Director/Manager in accordance with the State of Delaware Standard Operating Procedures for HSCA (SOPCAP). Details on the Data Quality Objectives including site specific analytical constituents, pertinent historical site information and the proposed number of samples to be collected will be shared with the selected contractor at the initiation of a Scope of Work on each specific site. The HSCA SOPCAP is available on the State Website: <http://www.dnrec.delaware.gov/dwhs/SIRB/Documents/HSCA%20SOPCAP.pdf>

The analysis activities are defined, but not limited to:

Sample pickup, sample receipt, chain of custody documents, holding times, bottle ware, site specific analytical methodologies, site specific analytical constituents, site specific QA/QC, reporting, record keeping, turnaround commitments and report preparation, and any other activity deemed essential to fulfill project/site goals by the DNREC.

It is expected that analytical support may be required at about 10-15 sites per year. The number of samples per site will vary. The DNREC Laboratory has the right of first refusal of all work to be performed under this contract.

The work performed under this contract will include sampling and analysis of any compound.

The Data Quality Package and EQUIS EDDs for the results shall be delivered to the DNREC or the assigned consultant within twenty (20) days from the completion of the analysis.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes

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aware of any development that affects the scope or timing of the Contractor's services.

- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

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All lines must be filled in with a price quote. All prices will include:

Dilutions, state specified matrix spike and matrix spike duplicates, reanalysis, reinjections, re-extractions, blanks, blank spikes, LCS, bottle ware, pH, total solids, preparation/extraction fee, EQUIS electronic data deliverables, library search, deliverables package in accordance with the HSCA, and any other quality assurance/quality control requirements as defined in the Standard Operating Procedures for Chemical Analytical Programs under Hazardous Substance Cleanup Act (SOPCAP).

Volatiles per SOPCAP of HSCA by GC/MS	Solid:	\$ <u>49.00</u>
	Aqueous:	\$ <u>49.00</u>
Semivolatiles per SOPCAP of HSCA by GC/MS	Solid:	\$ <u>109.00</u>
	Aqueous:	\$ <u>109.00</u>
Pesticides/PCB per SOPCAP of HSCA by GC ECS	Solid:	\$ <u>92.00</u>
	Aqueous:	\$ <u>92.00</u>
Inorganics per SOPCAP of HSCA	Solid:	\$ <u>76.00</u>
	Aqueous:	\$ <u>76.00</u>
Acid Extractables by GC/MS Only:	Solid:	\$ <u>76.00</u>
	Aqueous:	\$ <u>76.00</u>
Base Neutrals by GC/MS Only:	Solid:	\$ <u>76.00</u>
	Aqueous:	\$ <u>76.00</u>
PCB Only:	Solid:	\$ <u>42.00</u>
	Aqueous:	\$ <u>42.00</u>
Pesticides Only:	Solid:	\$ <u>56.00</u>
	Aqueous:	\$ <u>56.00</u>
Mercury Analysis	Solid:	\$ <u>14.00</u>
	Aqueous:	\$ <u>14.00</u>
Cyanide Analysis	Solid:	\$ <u>14.00</u>
	Aqueous:	\$ <u>14.00</u>

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Petroleum Hydrocarbon per Massachusetts or Equivalent requirements:

Solid VPH:	\$ <u>72.00</u>
Aqueous VPH:	\$ <u>72.00</u>
Solid EPH:	\$ <u>84.00</u>
Aqueous EPH:	\$ <u>84.00</u>
Sample Pickup at any State of Delaware Superfund Location:	\$ <u>no charge</u>
HSCA Methanol Field Preservation Setups:	\$ <u>10.00</u>
PFAS Drinking water:	\$ <u>189.00</u>
PFAS Groundwater:	\$ <u>189.00</u>
PFAS soil:	\$ <u>189.00</u>
PCB by Method 680 or equivalent:	\$ <u>349.00</u>
Semivolatiles Library Search:	\$ <u>10.00</u>
Volatiles Library Search:	\$ <u>10.00</u>
Polyaromatic Hydrocarbons (PAH) by GC/MS or HPLC:	\$ <u>100.00</u>
Semivolatiles Preparation:	\$ <u>24.00</u>
Pesticide/PCB Preparation:	\$ <u>24.00</u>
TAL Digestion:	\$ <u>14.00</u>
Only One (1) Semivolatile by GC/MS:	\$ <u>74.00</u>
Only One (1) Volatile by GC/MS:	\$ <u>44.00</u>
Only One (1) Pesticide by GC/MS:	\$ <u>44.00</u>
One (1) to Ten (10) Semivolatile by GC/MS:	\$ <u>99.00</u>
One (1) to Ten (10) Volatiles by GC/MS:	\$ <u>49.00</u>
One (1) to Ten (10) Pesticides by GC/MS:	\$ <u>56.00</u>
Only One (1) Metal:	\$ <u>12.00</u>
One (1) to Five (5) Metals:	\$ <u>39.00</u>

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Phenols (EPA 420.1):	\$ <u>16.00</u>
GC Analysis for Volatiles (Soil or Water):	\$ <u>44.00</u>
GC Analysis for One (1) TCL (Soil or Water):	\$ <u>44.00</u>
GC Analysis for One (1) to Ten (10) Volatiles (Soil or Water):	\$ <u>49.00</u>
Chlorinated Herbicides:	\$ <u>68.00</u>
Toxaphene (soil or water):	\$ <u>68.00</u>
Chlordane (soil or water):	\$ <u>68.00</u>
GC Analysis for BTEX (Soil or Water):	\$ <u>29.00</u>
GC/MS Analysis for BTEX (Soil or Water):	\$ <u>29.00</u>
Sulfate (EPA 375.4):	\$ <u>12.00</u>
Gasoline Range Organics:	\$ <u>29.00</u>
Diesel Range Organics:	\$ <u>44.00</u>
Ph:	\$ <u>8.00</u>
TCLP Volatiles (Extraction included):	\$ <u>69.00</u>
TCLP Semivolatiles (Extraction included):	\$ <u>105.00</u>
TCLP Pesticides (Extraction included):	\$ <u>62.00</u>
TCLP Herbicides (Extraction included):	\$ <u>72.00</u>
TCLP Metals (Extraction included):	\$ <u>64.00</u>
COD (EPA 410.1):	\$ <u>13.00</u>
BOD (EPA 405.1):	\$ <u>13.00</u>
TOX:	\$ <u>34.00</u>
Hexavalent Chromium (Soil & Water) (Soil = \$44.00)	\$ <u>14.00</u>
Nitrate/Nitrite:	\$ <u>12.00</u>
Total Organic Carbon:	\$ <u>12.00</u>
Total Dissolved Solids (EPA 160.1):	\$ <u>7.00</u>
Suspended Solid (EPA 160.2):	\$ <u>7.00</u>

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Most Current SW846 Methods with QA results and no supporting documentation for :

Semivolatiles:	\$ <u>109.00</u>
Volatiles:	\$ <u>49.00</u>
Pesticides/PCB's:	\$ <u>82.00</u>
Inorganics including cyanide:	\$ <u>14.00</u>
Hourly Rate for two-man sampling team for Groundwater and soil monitoring:	\$ <u>40.00</u>
Dioxins/Furans Analysis by 1613b:	\$ <u>395.00</u>
PCBs by 1668a:	\$ <u>595.00</u>
Summa Canister or equivalent Analysis for VOCs (TO-15 or equivalent), including rental and sampling equipment:	\$ <u>174.00</u>
PAHs + Alkylated Homologs for Surface Water (EPA 8270/1625)	\$ <u>295.00</u>
PAHs + Alkylated Homologs for Sediment (EPA 8270 SIM)	\$ <u>295.00</u>
PAHs + Alkylated Homologs in Fish Tissue (EPA 8270/1625)	\$ <u>295.00</u>
Organochlorine Pesticides in Surface Water (EPA 1699)	\$ <u>549.00</u>
TOC/BC for Sediments	\$ <u>45.00</u>
Bulk Density for Sediments	\$ <u>55.00</u>
Specific Gravity of Solids	\$ <u>87.00</u>
% of Moisture in Sediment	\$ <u>12.00</u>
Grain Size of Sediment	\$ <u>125.00</u>
PCBs in Fish Tissue (EPA 1668)	\$ <u>519.00</u>
Dioxins and Furans in Fish Tissue (EPA 1613)	\$ <u>389.00</u>
Organochlorine Pesticides in Fish Tissue (EPA 1613)	\$ <u>589.00</u>
Total Mercury in Fish Tissue (EPA 1631)	\$ <u>65.00</u>
Methyl Mercury in Fish Tissue (EPA1630)	\$ <u>175.00</u>
% lipid in Fish Tissue	\$ <u>45.00</u>
TOTAL PRICE:	\$ <u>9,035.00</u>

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All lines must be filled in with a price quote. All prices will include:

Dilutions, state specified matrix spike and matrix spike duplicates, reanalysis, reinjections, re-extractions, blanks, blank spikes, LCS, bottle ware, pH, total solids, preparation/extraction fee, EQUIS electronic data deliverables, library search, deliverables package in accordance with the HSCA, and any other quality assurance/quality control requirements as defined in the Standard Operating Procedures for Chemical Analytical Programs under Hazardous Substance Cleanup Act (SOPCAP).

Volatiles per SOPCAP of HSCA by GC/MS	Solid:	\$ <u>50.00</u>
	Aqueous:	\$ <u>50.00</u>
Semivolatiles per SOPCAP of HSCA by GC/MS	Solid:	\$ <u>105.00</u>
	Aqueous:	\$ <u>105.00</u>
Pesticides/PCB per SOPCAP of HSCA by GC ECS	Solid:	\$ <u>95.00</u>
	Aqueous:	\$ <u>95.00</u>
Inorganics per SOPCAP of HSCA	Solid:	\$ <u>75.00</u>
	Aqueous:	\$ <u>75.00</u>
Acid Extractables by GC/MS Only:	Solid:	\$ <u>75.00</u>
	Aqueous:	\$ <u>75.00</u>
Base Neutrals by GC/MS Only:	Solid:	\$ <u>75.00</u>
	Aqueous:	\$ <u>75.00</u>
PCB Only:	Solid:	\$ <u>50.00</u>
	Aqueous:	\$ <u>50.00</u>
Pesticides Only:	Solid:	\$ <u>55.00</u>
	Aqueous:	\$ <u>55.00</u>
Mercury Analysis	Solid:	\$ <u>18.00</u>
	Aqueous:	\$ <u>18.00</u>
Cyanide Analysis	Solid:	\$ <u>15.00</u>
	Aqueous:	\$ <u>15.00</u>

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Petroleum Hydrocarbon per Massachusetts or Equivalent requirements:	
(Eurfins Lancaster) Solid VPH:	\$ <u>55.00</u>
(Eurofins Lancaster) Aqueous VPH:	\$ <u>55.00</u>
(Eurofins Lancaster) Solid EPH:	\$ <u>100.00</u>
(Eurofins Lancaster) Aqueous EPH:	\$ <u>100.00</u>
Sample Pickup at any State of Delaware Superfund Location:	\$ <u>0.00</u>
HSCA Methanol Field Preservation Setups:	\$ <u>10.00</u>
PFAS Drinking water: Method 537.1 (Eurofins Lancaster) (See Note 1)	\$ <u>195.00</u>
PFAS Groundwater: (Eurofins Burlington)	\$ <u>220.00</u>
PFAS soil: (Eurofins Burlington)	\$ <u>220.00</u>
PCB by Method 680 or equivalent:	\$ <u>360.00</u>
Semivolatiles Library Search:	\$ <u>10.00</u>
Volatiles Library Search:	\$ <u>10.00</u>
Polyaromatic Hydrocarbons (PAH) by GC/MS or HPLC:	\$ <u>80.00</u>
Semivolatiles Preparation:	\$ <u>25.00</u>
Pesticide/PCB Preparation:	\$ <u>25.00</u>
TAL Digestion:	\$ <u>15.00</u>
Only One (1) Semivolatile by GC/MS:	\$ <u>75.00</u>
Only One (1) Volatile by GC/MS:	\$ <u>50.00</u>
Only One (1) Pesticide by GC/MS:	\$ <u>55.00</u>
One (1) to Ten (10) Semivolatile by GC/MS:	\$ <u>75.00</u>
One (1) to Ten (10) Volatiles by GC/MS:	\$ <u>50.00</u>
One (1) to Ten (10) Pesticides by GC/MS:	\$ <u>55.00</u>
Only One (1) Metal:	\$ <u>12.75</u>
One (1) to Five (5) Metals:	\$ <u>42.50</u>

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Phenols (EPA 420.1):	\$ <u>19.00</u>
GC Analysis for Volatiles (Soil or Water):	\$ <u>50.00</u>
GC Analysis for One (1) TCL (Soil or Water):	\$ <u>49.00</u>
GC Analysis for One (1) to Ten (10) Volatiles (Soil or Water):	\$ <u>50.00</u>
Chlorinated Herbicides:	\$ <u>110.00</u>
Toxaphene (soil or water):	\$ <u>55.00</u>
Chlordane (soil or water):	\$ <u>55.00</u>
GC Analysis for BTEX (Soil or Water):	\$ <u>38.25</u>
GC/MS Analysis for BTEX (Soil or Water):	\$ <u>45.00</u>
Sulfate (EPA 375.4):	\$ <u>14.00</u>
Gasoline Range Organics:	\$ <u>45.00</u>
Diesel Range Organics:	\$ <u>50.00</u>
Ph:	\$ <u>10.00</u>
TCLP Volatiles (Extraction included):	\$ <u>69.70</u>
TCLP Semivolatiles (Extraction included):	\$ <u>102.00</u>
TCLP Pesticides (Extraction included):	\$ <u>62.90</u>
TCLP Herbicides (Extraction included):	\$ <u>110.00</u>
TCLP Metals (Extraction included):	\$ <u>69.70</u>
COD (EPA 410.1):	\$ <u>16.00</u>
BOD (EPA 405.1):	\$ <u>16.00</u>
TOX: (Water – 9020) (Eurofins Savannah (See Note 2)	\$ <u>100.00</u>
Hexavalent Chromium (Soil & Water)	\$ <u>45.00</u>
Nitrate/Nitrite:	\$ <u>25.00</u>
Total Organic Carbon:	\$ <u>20.00</u>
Total Dissolved Solids (EPA 160.1):	\$ <u>10.00</u>
Suspended Solid (EPA 160.2):	\$ <u>10.00</u>

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Most Current SW846 Methods with QA results and no supporting documentation for :

Semivolatiles:	\$ <u>90.00</u>
Volatiles:	\$ <u>45.00</u>
Pesticides/PCB's:	\$ <u>80.00</u>
Inorganics including cyanide:	\$ <u>70.00</u>
Hourly Rate for two-man sampling team for Groundwater and soil monitoring:	\$ <u>130.00</u>
Dioxins/Furans Analysis by 1613b: (Eurofins Lancaster) (See Note 3)	\$ <u>385.00</u>
PCBs by 1668a: (Eurofins Lancaster) (See Note 4)	\$ <u>500.00</u>
Summa Canister or equivalent Analysis for VOCs (TO-15 or equivalent), including rental and sampling equipment: (Eurofins Burlington)	\$ <u>190.00</u>
PAHs + Alkylated Homologs for Surface Water (EPA 8270/1625)	\$ <u>325.00</u>
PAHs + Alkylated Homologs for Sediment (EPA 8270 SIM)	\$ <u>325.00</u>
PAHs + Alkylated Homologs in Fish Tissue (EPA 8270/1625)	\$ <u>350.00</u>
Organochlorine Pesticides in Surface Water (EPA 1699) (SGS AXYS) (4 sample minimum) (See Note 5)	\$ <u>1,128.00</u>
TOC/BC for Sediments (Eurofins Burlington)	\$ <u>120.00</u>
Bulk Density for Sediments (ASTM 2937) (Eurofins Burlington)	\$ <u>35.00</u>
Specific Gravity of Solids (Eurofins Burlington)	\$ <u>40.00</u>
% of Moisture in Sediment (Eurofins Burlington)	\$ <u>12.00</u>
Grain Size of Sediment (Sieve) (Eurofins Burlington) (See Note 6)	\$ <u>60.00</u>
PCBs in Fish Tissue (EPA 1668) (Eurofins Lancaster) (See Note 7)	\$ <u>500.00</u>
Dioxins and Furans in Fish Tissue (EPA 1613) (Eurofins Lancaster)	\$ <u>385.00</u>
Organochlorine Pesticides in Fish Tissue (EPA 1613) (8081B LL) (Eurofins Pittsburgh)	\$ <u>130.00</u>
Total Mercury in Fish Tissue (EPA 1631) (Eurofins Canton)	\$ <u>105.00</u>
Methyl Mercury in Fish Tissue (EPA1630) (Eurofins Canton)	\$ <u>200.00</u>
% lipid in Fish Tissue (Eurofins Burlington)	\$ <u>40.00</u>
TOTAL PRICE:	\$ <u>9,612.80</u>

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Price Notes:

1. PFAS Drinking Water by 533 (Eurofins Lancaster) \$ 225.00 per sample
2. TOX/EOX Soil – (Hampton Clarke Veritech) \$ 80.00 per sample
3. Dioxins/Furans Analysis by 1613B (Eurofins Lancaster) with Total Homologs \$ 465.00 per sample
4. PCBs by 1668A (Eurofins Lancaster) with 209 Congeners \$ 625.00 per sample
5. Organochlorine Pesticides in Surface Water (EPA 1699) (SGS AXYS) 62 Compound List (4 sample minimum) \$ 1,457.00 per sample
6. Grain Size of Sediment (Sieve + Hydrometer) (Eurofins Burlington) \$ 100.00 per sample
7. PCB's in Fish Tissue (EPA 1668) (Eurofins Lancaster) with 209 Congeners \$ 625.00 per sample