

METRO

Planning Department
2000 S.W. First Avenue
Portland, OR 97201-5398
(503) 221-1646

Memorandum

DATE: June 11, 1992
TO: Dennis O'Neil
FROM: Jim Morgan *JM*
SUB: Health Risk Assessment at Smith and Bybee Lakes

In the draft St. Johns Landfill Closure Water Monitoring Plan submitted to DEQ in March 1991, we proposed to analyze fish tissue from specimens taken from Smith and Bybee Lakes. The objective was to assess the health risk associated with consuming fish from the lakes. We proposed to obtain a number of specimens of three species that are commonly angled and consumed and that represent different links in the food chain (i.e. bottom feeders, upper water grazers, predators). We are to collect a number of each specie throughout the lakes during the June electro-fishing survey, then composite the edible tissue of each species for analysis. This is a limited but cost-effective method for assessing health risk to consumers. At this time, we have scheduled to sample fish tissue only once.

Staff from U.S. Fish and Wildlife Service is scheduled to conduct their electro-fishing survey in the lakes June 22-24. We must be prepared to submit fish tissue for analysis to a Metro-contracted lab by that time. Solid Waste Department currently has a contract with Columbia Analytical Services. To expedite the process, I urge that we submit these samples to this lab under the existing contract. Cost estimates for analyzing the fish tissue is given below.

<u>Parameters</u>	<u>Cost/sample</u>
Cadmium	\$ 27
Lead	\$ 27
Mercury	\$ 30
Organochlorine Pesticides & PCBs (RCRA Method 8080)	\$175
TOTAL	\$269/sample

3 fish tissue samples X \$269/sample = \$ 807

Because the fish sampling will occur in two weeks, I need your response as soon as possible.

Facsimile Transmittal of

**QUOTATION FOR
ANALYTICAL SERVICES**



TO: Jim Morgan / Metro
503-273-5586

FROM: Abbie Spielman / Project Chemist
Columbia Analytical Services, Inc.

As requested, please find our price quotation for analytical services, along with the standard terms and conditions of Columbia Analytical Services, Inc. (CAS).

A copy of this Quotation will follow by mail. Please sign and return the attached acknowledgement of acceptance.

If you have any questions regarding this work, please call me at (206)577-7222 or (503)295-1934.

Thank you for your business.

Number of Pages 3 (including cover sheet)

COLUMBIA ANALYTICAL SERVICES, INC.
1317 South 13th Avenue - P. O. Box 479
Kelso, WA 98626
(206)577-7222
(206)636-1068 - FAX

QUOTATION

COLUMBIA ANALYTICAL SERVICES, INC.

NO. 001163

SEE TERMS ON BACK

Today's Date: 6/16/92
Valid Until: 9/16/92
1317 South 13th Avenue, P. O. Box 479
Kelso, WA 98626
(206)577-7222

Client Name: Jim Morgan / Metro
Contact Person:
Address:
City:
State:
Phone No.: 503-221-1646
FAX No.: 503-273-5586

Table with 5 columns: Sample Matrix, Parameters/Analysis Description, No. of Samples, Unit Price, Extended Price. Includes entries for Fish Tissue and ENA 8080.

RUSH

Deliverables: TIER I [X] TIER II [] TIER III [] TIER IV [] TOTAL \$1002.00

Special Considerations:

Project Chemist: Anne Aprilman

ACKNOWLEDGEMENT:
Project Name:
Project Number:
P. O. Number:
Date Sample Bottles Needed:
Expected Sample Delivery Date:
Additional Information:

Date
Client Signature/Title

COLUMBIA ANALYTICAL SERVICES, INC. - GENERAL TERMS AND CONDITIONS

1. These Terms and Conditions embody the whole agreement of the parties. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. CAS specifically rejects all additional, inconsistent or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to CAS. The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable. No waiver by CAS of any provision, term or condition hereof or of any breach by or obligation of the Customer hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Customer. This agreement shall be administered and interpreted under the laws of the state from which services are procured.

2. **Warranty.** Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, CAS warrants only that it will perform testing services, obtain findings and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. CAS makes no other warranty, express or implied.

3. **Scope and Compensation.** CAS agrees to perform the services described in the proposal or agreement to which these Terms and Conditions are attached. Unless the parties agree in writing to the contrary, the duties of CAS shall not be construed to exceed the services specifically described.

Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an interest charge of one and one-half percent (1 1/2%) per month or a portion thereof. The prices, unless stated, do not include any sales, use or other taxes. Such taxes will be added to invoice prices when required. CAS reserves the right to require payment prior to release of data in cases where an account has not been established.

4. **Prices.** Compensation for services performed will be based on the current Analytical Fee Schedule, or on verbal quotations agreed to in writing by the parties. For credit sales a minimum fee of \$100.00 will be charged. Consultation is available on an hourly basis.

Listed fees are for routine turnaround on common sample types. Premiums and/or surcharges may apply for priority or rush service, or for unusual or difficult matrices. Unless specifically indicated on the pricing schedule or written confirmation of quotation, analytical turnaround times are not guaranteed.

5. **Methods.** Where applicable, CAS will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), State Agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the Examination of Water and Wastewater, or other recognized methodologies. CAS reserves the right to deviate from these methodologies, if necessary or appropriate, due to the nature or composition of the sample or otherwise, based on the reasonable judgment of CAS. Deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or CAS' standard operating procedures.

other professional negligence, the sole and exclusive responsibility of CAS shall be to reperform the deficient work at its own expense, and CAS shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by CAS within ninety (90) days following completion of services.

CAS shall have no liability, obligation or responsibility of any kind for losses, costs, expenses or other damages (including but not limited to any special, indirect, incidental or consequential damages) with respect to CAS' services or results.

All results provided by CAS are strictly for the use of its clients, and CAS is in no way responsible for the use of such results by clients or third parties. All results should be considered in their entirety, and CAS is not responsible for the separation, detachment, or other use of any portion of the results.

7. **Hazard Disclosure.** Client represents and warrants that any sample delivered to CAS will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by Client. Client further warrants that any sample containing any hazardous substance which is to be delivered to CAS' premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

8. **Sample Handling.** Prior to CAS' acceptance of any sample (or after any revocation of acceptance), the entire risk of loss of or damage to such sample remains with Client. In no event will CAS have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from CAS' premises.

Specially prepared sample bottles, sampling instructions, and shipping per Client instruction via UPS nonpriority delivery are provided free of charge. Priority shipping is available at Client expense. Return shipment of samples to CAS is Client's responsibility.

Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish samples returned, CAS will add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis. Client will be required to execute a CAS Analytical Sample Disposition form if disposition of samples is to be other than Client's address.

CAS reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample which, in the sole judgment of CAS, is (a) of unsuitable volume, or (b) may be or become unsuitable for, or may pose a risk in handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to CAS by Client.

9. **Disclosures and Client Confidentiality.** CAS is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort, including negligence.

10. **Force Majeure.** CAS shall have no responsibility or liability to the Client for any failure or delay in performance by CAS which result in whole or in part from any cause or circumstance beyond the reasonable control of CAS. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, acts of orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from CAS' usual suppliers, or any other cause beyond CAS' reasonable control.

In the event of any error, omission or



July 22, 1992

Jim Morgan
Metro
2000 SW First
Portland, OR 97201

Dear Jim:

Enclosed are the results of the samples submitted to our lab on July 6, 1992. For your reference, these analyses have been assigned our work order number K924199.

All analyses were performed in accordance with our laboratory's quality assurance program. Reproduction of reports is allowed only in whole, not in part. Results apply only to the samples analyzed.

Please call if you have any questions.

Respectfully submitted,

Columbia Analytical Services, Inc.

A handwritten signature in cursive script that reads "Abbie Spielman".

Abbie Spielman
Project Chemist

AS/akl