

TestAmerica Pittsburgh
301 Alpha Drive
RIDC Park
Pittsburgh, PA 15238

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May 20, 2011

Peter Shuba
Escambia County Engineering Dept
3363 West Park Place
Pensacola, FL 32505
peter_shuba@bellsouth.net
Tel: (850) 324-1242

RE: Upper Escambia Bay, Florida - Phase 3 - REV #1

Dear Peter Shuba:

On behalf of TestAmerica Laboratories, Inc., we are pleased to present our proposal for analytical services in support of the above referenced program.

Below is a list of qualifications and capabilities that we believe will differentiate our services.

- High quality, technically valid analytical data in support of projects
- Dedicated program management personnel and experienced laboratory staff, fully trained and committed to meeting project specifications and requirements
- Thorough and documented communications and project data review
- Unequaled laboratory capacity and capabilities
- Rigorous and comprehensive QA/QC program

TestAmerica is backed with a solid business foundation, financial strength, and stability that have enabled it to create value for its customers, employees, and shareholders through world-class service and environmental leadership.

TestAmerica's management approach addresses the need to control projects effectively, meet holding times, and deliver quality analytical results in accordance with your specifications. TestAmerica has a successful history of teaming with our clients to provide services in a timely, cost effective manner that meet regulatory needs and data quality objectives.

We appreciate your consideration of our services and look forward to a beneficial relationship between our companies. If you have any questions or need additional information please feel free contact me.

Sincerely,

Tara Schlenker
Project Manager II
412 963-2430
tara.schlenker@testamericainc.com

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 Pittsburgh, PA 15238

Prepared for:

Peter Shuba
 Escambia County Engineering Dept
 3363 West Park Place
 Pensacola, FL 32505
 peter_shuba@bellsouth.net
 Tel: (850) 324-1242

Prepared by Witouski, Beth A
 Date 5/20/2011
 Expiration Date 7/7/2011
 Est. Start Date

Project: Upper Escambia Bay, Florida - Phase 3	Quote Number: 18007095 - 1
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Sediment TAT: 15_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	8082A	PCB Aroclors (7 aroclors, dual column analysis)	1	\$ 68.00	\$ 68.00

Sediment TAT: 15_Days (Business Days) (to be analyzed by Knoxville)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	1668A	Chlorinated Biphenyl Congeners (HRGC/HRMS) - full list of 209 Congeners	1	\$ 895.00	\$ 895.00
Total Sediment					\$ 963.00

Quote Other Charges

Description	Quantity	Unit Price	Extended Price
Deliverables - CLP-Like Report	1	\$ 0.00	\$ 0.00
Deliverables - TA Std. EDD	1	\$ 0.00	\$ 0.00
Total Other Charge			\$0.00

Total Other Charges \$ 0.00

Total Analysis Charges \$ 963.00

Grand Total for Quote 18007095 \$ 963.00

**Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.

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PROJECT DETAILS

Footnotes

Additional footnotes pertaining to this proposal include:

- The pricing proposal is listed as a UNIT PRICE QUOTE per client request. Pricing does not include project specific MS/MSDs. If required, they are billable at the quoted unit rate.
- The lab has proposed dual column analysis for the SW846 8082A due to the weathered nature of the PCBs.
- The laboratory will analyze for PCB Aroclors per method SW846 8082A with the prep being done by Soxhlet extraction SW846 3541. The requested clean up procedures will be done as requested on the COC and will include SW846 3665A and SW846 3660B.
- If dilutions are required for the PCBs due to target analytes, the reporting limits may exceed the requested 10 ug/kg.
- The quoted prices include the shipment of bottles to the site with a 3day advanced notice of need. Pricing also includes the return shipment of samples to the lab for batches >\$200.

Coolers and Supplies

TestAmerica will provide high quality sample containers and coolers to support analytical activities. Supplies may include a slight bottle excess (10%) in case of breakage. The cost of bottles and cooler usage is included in the analytical price quoted. TestAmerica expects that all coolers will be returned to a TestAmerica laboratory. TestAmerica further anticipates that approximately 70% or more of the containers supplied will be returned as samples. Coolers not received back by the projected deadline, or as arranged with the PM, may be charged at \$30 per cooler. Similarly, if less than 70% of the containers provided are returned as samples, TestAmerica may charge for additional containers provided at a flat rate of \$1 per container.

Courier Service and Sample Pick-up

Where Courier Service is offered by a TestAmerica facility, TestAmerica will pick up samples or drop off supplies during business hours, free of charge within a 40 mile radius of the facility for events that are a minimum of \$200 of analytical services. Courier services must be arranged, at a minimum, 24 hours in advance. Courier services beyond those parameters outlined above are available at an additional cost. Please contact your PM to inquire about availability and cost.

Deliverables

Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation only includes delivery of a Level II report. Level III or IV reports may be available at an additional charge.

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Electronic Data Deliverables

TestAmerica has many EDD formats available to our clients including the most widely used commercial formats. TestAmerica also offers clients data in EDD format using the Standard TestAmerica EDD. All EDDs are available for a minimal cost of \$25 per format or \$10 for the Standard TestAmerica EDD.

Environmental Management Fee

If it is detailed in the Other Charges section of the pricing page, an Environmental Management Fee equal to the listed percentage of the total invoice amount will be applied to all work done under this quotation. The Fee will appear as a separate line item on each invoice. In the absence of any other firm pricing agreements, your sending work to us under this quotation will signify your acceptance of responsibility for payment of the Fee.

Expedited Turnaround Times

Expedited turnaround time may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed upon delivery date/time and numbers of samples. TestAmerica's expedited turnaround time surcharges are:

5 Business Days TAT = 30%
3 Business Days TAT = 60%
48 Hours TAT = 75%
24 Hours TAT = 100%

The TAT clock are counted in business days, and results are considered due by COB on the date agreed upon. If specific timing of results prior to COB are required, please communicate this need to the Project Manager during time of set-up.

Matrix Spike / Matrix Spike Duplicate

TestAmerica complies with the required frequencies for MS/MSD per batch. When MS/MSD are not specifically requested, TestAmerica will strive to perform the required QC using whatever available sample there is but will not report the QC results unless the client requests it specifically. Any requested MS/MSD will be charged at unit rates. If MS/MSD are required/requested, the client must provide additional sample volume.

Minimum Login Charge

TestAmerica's minimum charge for a group of samples received and logged in together is \$200. Groups of samples received that require services totaling less than \$200 will be charged a \$200 minimum transaction charge for the sample group

Multiple Dilutions Analyzed

TestAmerica will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. The laboratory will generally not be able to attempt greater than 10-fold more concentrated analysis than the required dilution. Additional dilutions requested to be analyzed and reported can be provided at 50% of the analytical cost for "prepped" analyses and 70% of the analytical cost for all others. These additional dilutions will

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only be attempted if, in the opinion of the laboratory, they do not pose a risk to the instrumentation. Please contact your PM to inquire about the availability of this service for your particular project.

Multiple Report Copies

TestAmerica will provide two analytical report formats. The option is a hard copy report and a standard TestAmerica EDD or PDF report, or any combination of two of these three choices. The cost of this deliverable approach is included in the analytical cost. Client must specify which deliverables are required. Opting for only one deliverable will not prompt for a discount. Additional report copies or deliverables beyond the above described service can be provided subject to an associated fee. Data that requires retrieval from permanent storage may incur an additional archival charge. Please contact your PM to inquire about availability and cost of additional deliverables.

Price Discounts Due to Sample Volume

TestAmerica prices may include a built in volume discount for larger sample projections. Such volume discounts are contingent upon receiving, at a minimum, 70% of the projected sample volume. The laboratory may withdraw volume discount prices when the minimum sample amounts are not delivered.

Sample Container Shipping

The containers and preservatives required by the project shall be delivered via ground transportation at no additional cost to the client. A minimum of 3 days advance notice is required in order to achieve shipment by ground transportation. Supply shipments requiring priority delivery due to insufficient lead time for ground transportation shall be charged to the client at TestAmerica's cost. Alternatively, TestAmerica can ship the supplies via carrier of choice by the client using the client's shipping account.

Sample Storage and Disposal

TestAmerica will dispose of samples, sample extracts and digestates, at no additional cost to clients, 30 days after the final report is issued. Storage of samples and containers beyond this time frame may be available for an additional fee. Additional storage time may be available under normal circumstances for a fee starting at \$1 per container per month. Please contact your PM to inquire about availability and cost.

Terms and Conditions

This quotation is based solely upon TestAmerica's standard product (routine QA/QC, detection limits, deliverables and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based upon the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to TestAmerica's Terms and Conditions unless alternative terms have been agreed to in writing. Submittal of samples will indicate acceptance of TestAmerica's Terms and Conditions and other requirements as set forth in this quotation.

Turnaround Time

Data will be delivered on the proposed due date by COB, with TATs counted in Business Days

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from Sample Receipt date, unless otherwise agreed upon.

TESTAMERICA TERMS AND CONDITIONS OF SALE (Short Form)

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

1. ORDERS AND RECEIPT OF SAMPLES

1.1 The Client may place the Order (i.e., specify a Scope of Work) either by submitting a purchase order to TestAmerica in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing the Order, the Order shall not be valid unless it contains sufficient specification to enable TestAmerica to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. Where any samples which were not accompanied by the required disclosure, cause interruptions in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean up and recovery.

1.2 The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, TestAmerica will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when TestAmerica has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). In the event of any changes in the sample delivery schedule by the Client, prior to Sample Delivery Acceptance, TestAmerica reserves the right to modify its turnaround time commitment, to change the date upon which TestAmerica will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.3 TestAmerica reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of TestAmerica: a) is of unsuitable volume; b) may pose a risk or become unsuitable for 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 TestAmerica by the Client; or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

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

2. PAYMENT TERMS

2.1 Services performed by TestAmerica will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law. Where requested services on a group of samples received and logged in together at the laboratory total less than \$50, there will be a minimum transaction charge of \$50 for the sample group, or as shown on any related quote from TestAmerica, at TestAmerica's discretion. An Environmental Management Fee of 5% of the invoice value will also be applied, at TestAmerica's discretion.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all Clients except those whose credit has been established with TestAmerica. For Clients with approved credit, payment terms are net 30 days from the date of invoice by TestAmerica, unless alternative terms have been agreed in a separate written agreement, and payment shall be made without retainage, and will not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one and

one half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, that acknowledges and accepts payment responsibility.

2.3 In the event Client fails to make timely payment of its invoices, TestAmerica reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work and withholding delivery of data under this order without recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to, arbitrator's and attorney's fees. TestAmerica reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

3. CHANGE ORDERS, TERMINATION

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by TestAmerica after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. TestAmerica will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after sample delivery acceptance. Such a change will be documented in writing and may result in a change in cost and turnaround time commitment. TestAmerica's acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client. TestAmerica will be compensated consistent with Section 2 of these Terms and Conditions. TestAmerica will complete all work in progress and be paid in full for all work completed.

4. WARRANTIES AND LIABILITY

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

4.2 TestAmerica shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, TestAmerica will use its best efforts to meet holding times and will proceed with the work provided that, in TestAmerica's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with TestAmerica's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

4.3 TestAmerica warrants that it possesses and maintains all licenses and certifications which are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to TestAmerica prior to Sample Delivery Acceptance. TestAmerica will notify the Client in writing of any decertification or revocation of any license, or notice of either, which affects work in progress.

4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by TestAmerica in connection with any services performed by TestAmerica or any Results generated from such services, and TestAmerica gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR

IMPLIED. No representative of TestAmerica is authorized to give or make any other representation or warranty or modify this warranty in any way.

4.5 Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by TestAmerica, will be limited to repeating any services performed, contingent on the Client's providing, at the request of TestAmerica and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating Results consistent with the original Results will be at the Client's expense. If resampling is necessary, TestAmerica's liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

4.6 TestAmerica's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after TestAmerica's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall TestAmerica be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

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

5. RESULTS, WORK PRODUCT

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

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by TestAmerica shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay TestAmerica for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

5.3 Should the Results delivered by TestAmerica be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold TestAmerica's right to independently defend its data.

5.4 TestAmerica reserves the right to perform the services at any laboratory in the TestAmerica network, unless the Client has specified a particular location for the work. In addition, TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. TestAmerica will in no way be liable for any subcontracted services (outside the TestAmerica network) except for work performed at laboratories which have been audited and approved by TestAmerica.

5.5 TestAmerica shall dispose of the Client's samples 30 days after the analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Air samples in Summa canisters will be retained for 5 days after analysis and data review. Longer storage periods may be requested and may be accommodated as space allows for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at his own expense. TestAmerica reserves the right to return to the Client any sample or unused portion of a sample that is not within TestAmerica's permitted capability or the capabilities of TestAmerica's designated waste disposal vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless prior arrangements for disposal are made.

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

5.7 In the event that TestAmerica is required to respond to legal process related to services for Client, Client agrees to reimburse TestAmerica for hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at TestAmerica's current published rates.

6. INSURANCE

6.1 TestAmerica shall maintain in force during the performance of services under these Terms and Conditions, Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over TestAmerica's employees who are engaged in the performance of the work. TestAmerica shall also maintain during such period, Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired, (\$1,000,000 combined single limit), and Professional/Pollution Liability Insurance (limit of \$5,000,000 per occurrence/aggregate).

7. AUDIT

7.1 Upon prior notice to TestAmerica, the Client may audit and inspect TestAmerica's records and accounts covering reimbursable costs related to work done for the Client, for a period of two (2) years after completion of the work. The purpose of any such audit shall be only for verification of such costs, and TestAmerica shall not be required to provide access to cost records where prices are expressed as fixed fees or published unit prices.

8. MISCELLANEOUS PROVISIONS

8.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by TestAmerica, embody the whole agreement of the parties and provide the only remedies available. 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 Client and TestAmerica. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where TestAmerica's services are performed.

8.2 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 to these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

8.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.