

# **2026 TOXICITY TESTING PROPOSAL CITY OF LORAIN PQM WWTP**

Prepared for: **City of Lorain PQM WWTP  
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## 1.0 INTRODUCTION

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EnviroScience specializes in providing high quality biomonitoring services both in the laboratory and in the field. Our major areas of emphasis are 1) ecological surveys, including stream/wetland permitting, 2) endangered species surveys and documentation, 3) ecological restoration, 4) emergency response to environmental disasters, 5) lake management, 6) commercial diving and marine services, 7) toxicity testing services, and 8) environmental compliance services.

Our laboratory services specialize in National Pollution Discharge Elimination System (NPDES) evaluations and compliance, which include the following:

- Whole Effluent Toxicity Testing (WET Testing, Bioassay)
- Toxicant Identification Evaluations (TIE) / Toxicant Reduction Evaluations (TRE)
- Product Testing (LC50 data)
- Water Effect Ratio (WER Testing)
- Sediment and Elutriate Testing
- Full-scale permit investigations
- Cyanotoxin testing, Algal ID, qPCR

All methods used in performance of these services are in accordance with OEPA and/or USEPA methods.

## 2.0 SCOPE OF WORK

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Chronic and acute toxicity testing utilizing *Pimephales promelas* (fathead minnow) and *Ceriodaphnia dubia* (water flea) will be performed quarterly in 2026 for the Lorain PQM WWTP. Testing will be performed according to OEPA Biomonitoring guidance, acute endpoints will be derived from chronic tests as required, and stream waters will be reported as percent affected. Any additional testing events requested for repeats or toxicity will be charged at unit cost. The following reflects pricing for the full year. All whole effluent toxicity tests include the following:

- Standard laboratory tests that accompany the toxicity tests: pH, temperature, dissolved oxygen, specific conductance, alkalinity, hardness, and residual chlorine.
- Two copies of the report provided after completion of each successful test to meet your reporting requirements. Upon request, preliminary results will be faxed immediately at completion of testing.
- Sample containers, transport coolers, and chain of custody forms.
- In the rare event that test results are invalidated by unacceptable mortality in the controls, EnviroScience will repeat the test at our expense.

### 3.0 COSTS

The following reflects pricing for the year:

Test	Number of Units	Unit Cost	Total Cost
7-Day Chronic <i>Ceriodaphnia dubia</i> Toxicity Test	4	\$850.00	\$3,400.00
48-Hour Acute <i>Ceriodaphnia dubia</i> Toxicity Test	4	included	included
7-Day Chronic <i>Pimephales promelas</i> Toxicity Test	4	\$875.00	\$3,500.00
96-Hour Acute <i>Pimephales promelas</i> Toxicity Test	4	included	included
ISCO Sampler Rental/Set-up	4	\$200.00	\$800.00
Transport	16	\$80.00	\$1,280.00
<b>Total</b>			<b>\$8,980.00</b>

### SCHEDULE AND AGREEMENT

EnviroScience, Inc. is prepared to begin work immediately upon written authorization to proceed. Costs for this proposal are presented above. The price in this proposal is valid for 60 days from the date of issuance. Terms and Conditions are provided below.

Once the task(s) have been accepted, an officer of EnviroScience will sign, and we will return a fully executed copy for your records.

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**EnviroScience Executive Officer**

**Date**

**Accepted and Authorized to Proceed**

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**Name**

**Title**

**Date**

## TERMS AND CONDITIONS

The following Standard Terms and Conditions, together with the attached Proposal and Fee Schedule, constitute the Agreement between EnviroScience, Inc. ("ES") and the entity or person to whom the proposal is addressed ("Client") for the performance of professional services outlined in the proposal, effective from the date set forth herein. The Standard Fee Schedule may be omitted for Lump Sum type Agreements. The Client and ES agree as follows:

- 1. Engagement.** The Client engages ES to provide the services and deliverables (the "Services") described in the proposal above, subject to the terms and conditions hereof. ES shall not be bound to this Contract unless the Client provides ES with a fully executed Contract that ES has had the opportunity to review before entering into the Agreement. For this Agreement, the "Contract" shall mean any agreement between the Client and any third party to which ES will provide Services for on behalf of the Client as a subcontractor.
- 2. Payments & Accounting.** The Client will pay ES in U.S. Dollars for the Services provided at the costs indicated with and agree to in this proposal (the "Fees"). ES shall invoice the Client for the Fees as described above. Client agrees to timely payment of each invoice as agreed to above. Should the Client fail to pay the agreed-upon Fees, ES may immediately terminate or suspend this Agreement at its sole discretion upon written notice to the Client until payment in full is received for the Services provided or in-process and is satisfied that the Client will pay for future Services. Should ES suspend performance and continue it later, ES will be entitled to a time extension for performance as necessitated by the suspension. Termination or suspension of performance by ES does not relieve the Client of its timely payment obligations. Full or partial payments received from or for the account of the Client, regardless of any writings on or documents attached to such payments, shall be applied by ES against any amount owed by the Client with full reservation of all ES's rights, without an accord and satisfaction of the Client's liability. Unpaid balances will be subject to a finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% annually), or (ii) the maximum amount permitted by law until all unpaid balances are paid in full. Customers may remit payment on EnviroScience invoices by ACH transfer, physical check, or credit card. Customers electing to remit payment by credit card agree to cover the cost of associated processing fees (currently 3%).
- 3. Confidentiality.** Confidential information may be provided or access to such information be provided by the Disclosing Party to the Receiving Party (Client or ES). "Confidential Information" refers to any communications or access to the Disclosing Party's intellectual property, proprietary business information, information concerning its employees or subcontractors, or any other information from the Disclosing Party not mentioned herein. The Receiving Party shall not disclose any Confidential Information to any third party for any purpose without written consent of the Disclosing Party. Confidential Information shall not include any information: (i) developed by the Receiving Party without references to the Confidential Information or lawfully in the Receiving Party's possession prior to receipt from the Disclosing Party; (ii) publicly known through no fault of the Receiving Party; or (iii) otherwise lawfully available to the Receiving Party from a third party not known by the Receiving Party to be under an obligation of confidentiality to the Disclosing Party. Upon termination of the Agreement, all Confidential Information and other information shall be returned or destroyed promptly upon request, the Receiving Party shall not retain copies and not thereafter use such Confidential Information in any respect whatsoever. If ES is requested or required to store files, data, samples, or the like hereunder, ES shall keep such material for no longer than five (5) years. Any storage thereafter shall be at the sole cost of the Client. ES reserves the right to retain and present basic project information regarding the services rendered for this project in basic marketing materials and capabilities statements. This information will be limited to services performed by ES only, and not by the Client.
- 4. Intellectual Property.** For this Agreement, "Intellectual Property" means (i) patents, their applications or disclosures, including all ideas, inventions and improvements disclosed therein, and all reissues, continuations, continuations in part, divisions and reexaminations thereof; (ii) trademarks, service marks, trade names, trade dress, logos, slogans, domain names, including all goodwill appurtenant thereto, and all registrations and applications for registrations thereof and all renewals and extensions thereof; (iii) copyrights and mask works and all registrations; (iv) computer software, source code, software applications and platforms, websites, disks or drives, data, databases and user documentation and audiovisuals, domain names, and text materials; (v) all trade secrets, moral rights, research and development materials, processes, procedures, know-how, ideas discoveries, inventions, customer lists, supplier lists, formulas, drawings and designs, technical data, marketing, financial and business plans; (vi) all advertising materials; and (vii) copies and related documentation. The Client agrees that ES owns the exclusive right, title, and interest of all its Intellectual Property and derivatives, whether produced prior to the date hereof, expressly excluded from the Statement of Work, or produced independently of the provision of Services hereunder ("Background IP"). The Client shall not during the Term or thereafter permit any act that impairs the ES's rights in respect to ES's Background IP. The Client will never represent ownership in any of ES's Background IP. Client expressly agrees use and goodwill of the Background IP shall accrue to ES's sole benefit.
- 5. Work Made for Hire.** This Agreement is a contract between ES and the Client for services, and each considers the work product created by the Services (the "Work Product") to be a work made for hire, as that term is defined under the United States Copyright Act. "Work Product" shall expressly exclude all ES Background IP. ES acknowledges and agrees, except as otherwise set forth in this Agreement or Statement of Work, upon payment in full to ES, the Work Product is the exclusive property of the Client. The rights granted hereunder are subject, in all cases, to the restrictions set forth in Section 4. ES

shall retain exclusive ownership of the Background IP together with all Intellectual Property rights, unless otherwise stated in this Agreement.

If any Background IP is incorporated into Work Products or Services, upon payment in full to ES, ES hereby grants the Client a limited, non-assignable, nonexclusive license to use such Background IP solely with its use of the Work Product. If the Client uses the Work Product for any purpose other than its intended use, the license shall be immediately terminated; the Client has no interest in or claim to the Background IP other than the described license. In addition, ES may use, transfer or otherwise deal with the Background IP for use with third parties for the benefit of ES or such third parties.

6. **Injunctive Relief.** The parties agree that damages incurred during a breach of the restrictive covenants within this Agreement may be difficult or impossible to ascertain and no adequate remedy at law may exist. If a breach occurs, the non-breaching party shall be entitled to any lawful remedies and may seek equitable relief to enforce all covenants of this Agreement. The breaching party waives (i) the defense that a remedy in damages will be adequate and (ii) any requirement in action for specific performance or injunction for the posting of a bond.
7. **Reservation of Remedies.** The rights, powers and remedies given or reserved to the parties by this Agreement shall be cumulative and in addition to all other and further remedies provided by law. This Agreement does not deprive the parties of any other rights given by law or at equity. Should a party delay or fail to exercise any right or remedy, it shall not constitute a waiver of any rights under this Agreement. If a party consents to a breach of any express or implied term of this Agreement, it shall not constitute consent to any other prior or subsequent breach.
8. **Disclaimer of Warranties.** ES provides Services to the Client on an "as-is" basis without any warranties, and ES disclaims all warranties, whether express, implied, or statutory, including, without limitation, implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. ES has no duty to verify third party information and the Client hereby agrees that any reliance by the Client on ES's consulting services, which may or may not include third party information, shall be at the Client's sole risk and liability.
9. **Client Acknowledgements, Representations, and Warranties.** The Client agrees that ES will provide Services "as-is" without any warranty or guaranty, express or implied, and the Client agrees the Work Product and deliverables are solely based on the information, specifications, and requirements they provide. The Client represents and warrants, by entering this Agreement and accepting the Services from ES, that the Client's execution, delivery, and performance of the Agreement have been duly authorized by all appropriate or required action on the part of the Client, and the Agreement constitutes a valid and binding obligation of the Client enforceable against it in accordance with its terms.
10. **Indemnification.** Each party hereto (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and any associated persons against all losses, damages, or expenses of any nature, including reasonable costs of legal defense, whether direct or indirect, that they may incur as a result of (i) any act or omission of the Indemnifying Party; (ii) a breach by the Indemnifying Party of any representation, warranty, and/or agreement with any Indemnified Party; and/or (iii) a violation by the Indemnifying Party of any applicable law, regulation, or order of the United States or any applicable governmental authority. The indemnification obligations under this Section 10 shall continue indefinitely.
11. **Limitation of Liability.** Neither party shall be liable and disclaims all lost profits and any other damages whether arising from services or performance under this Agreement as permitted by law. If termination of this Agreement occurs, neither party is liable to the other for compensation, indemnification, reimbursement, or damages whether of prospective profits or sales or on account of financial decisions or commitments or anticipated extended performance. Notwithstanding, the Client's exclusive remedy against ES, and ES's maximum liability and sole obligation, for all claims, shall be limited to refunding the amounts the Client paid ES hereunder.
12. **Term; Termination.**

This Agreement shall commence on the Effective Date and continue while ES performs or provides Services to the Client (the "Term"). This Agreement shall not be terminated except (i) by either party in the event of a material breach by the other party (which shall require a 30-day notice before any such termination can be effective), (ii) by written consent of both parties, or (iii) by ES if the Client fails to pay timely any amount due under an Invoice and the Client does not cure such breach within five (5) calendar days of receipt of ES's notice. Notwithstanding anything herein to the contrary, the rights and obligations of the parties with respect to Intellectual Property rights, confidentiality, and governing law shall survive termination of this Agreement indefinitely.
13. **Termination for Bankruptcy or Liquidation Action.** This Agreement may be terminated immediately by one party if the other party has (i) ceased to do business, (ii) made a general assignment for the benefit of creditors, or (iii) filed or had filed against it a petition seeking the reorganization, arrangement, composition, adjustment, liquidation or dissolution or seeking similar relief under any other law or regulation, or seeking the appointment of a trustee or similar officer of the court for a substantial part of its properties; provided, however, that either party shall have a sixty (60) day cure period for any involuntary petitions in bankruptcy. Should ES terminate this Agreement, all amounts payable to ES for Services rendered will immediately become due and payable to ES, or if any such amounts are not available for immediate payment, such amounts will be deemed owed to ES by the Client and ES will be identified as a creditor of the Client in such amounts until payment is received in full.

14. **Relationship.** Neither party nor any other affiliates shall be deemed a representative of the other, nor shall either party hold itself out as a representative of the other beyond this Agreement, and neither shall have any right or authority to conduct any business in the name of, or on behalf of the other. The parties agree that ES will serve as an independent contractor of the Client, the Client and ES are separate entities and no master/servant, partnership, joint venture, principal/agent, or employer/employee relationship exists between the parties.
15. **Force Majeure.** Except for payment obligations, neither party will be liable for performance delay or failure under the Agreement, in whole or in part, when it results from causes beyond such party's reasonable control. However, if performance (except for payment obligations) becomes impossible for more than 90 consecutive days for the foregoing reasons, the injured party may terminate the Agreement, effective upon receiving notice of termination.
16. **Miscellaneous.**
- a. **Headings.** The headings or words throughout this Agreement are for reference only and in no way explain, modify, amplify or aid in the interpretation, construction, or the meaning of the provisions of this Agreement.
  - b. **Severability.** Should any part of the Agreement be held illegal, void, or unenforceable, the remainder and its application shall not be affected, and each provision shall be valid and enforced to the fullest extent of the law.
  - c. **Governing Law.** This Agreement shall be governed by and construed per the internal, substantive laws of the State of Ohio, United States of America, without regard to choice or conflict of law rules.
  - d. **Dispute Resolution.** Any party to this Agreement may submit any controversy or claim against another party arising from or relating to this Agreement or breach thereof or any agreement entered into by the parties hereto to mediation on written request to the other party, specifying the matter in dispute. Within ten (10) days of that request, each party shall choose one mediator, and the two mediators shall choose an independent third mediator. The claim, controversy, or breach shall be heard by the three mediators. Each party shall pay for the cost of its own mediator and share in the cost of the third mediator. Each party shall bear its own attorneys' fees regarding the mediation. The mediation shall be held in Cuyahoga County, Ohio. If the parties are unable to resolve their claim, controversy, or breach at mediation and the majority of the mediators (two of the three) declare an impasse or, after thirty (30) days, then either party may file a demand for mandatory arbitration hereto. The arbitration shall be in accordance and in compliance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiters may be entered in any court having jurisdiction thereof. All arbitration hearings conducted hereunder and all judicial proceedings to enforce any provisions hereof shall take place in Cuyahoga County, Ohio. Arbitration hearings shall take place before three (3) arbitrators. Each of the parties disputing shall choose one (1) arbitrator, and the two (2) arbitrators shall choose a third, independent arbitrator. The decision of any two (2) of the three (3) arbitrators shall be binding and conclusive on the parties to the arbitration. The submission of a dispute to arbitrators and the rendering of their decision shall be conditioned precedent to any right of legal action to enforce any of the provisions hereof or findings of the arbitrators under the dispute. The costs and expenses of the arbitration, including fees of the arbitrator (but specifically excluding attorneys' fees, expert fees, accounting fees, witness fees, and the cost of discovery), shall be borne by the parties equally.
  - e. **Translation.** If any part of this Agreement requires translation to another language, the Client will provide written notice to ES and produce the translation at their expense. The translation will be provided to ES certified as a true and accurate duplicate and translation of this Agreement and the terms and conditions herein.
  - f. **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the parties. The terms of this Agreement expressly supersede all prior oral or written agreements between the parties with respect to the subject matter hereof. Unless otherwise set forth in this Agreement, no modifications, additions, or amendments to this Agreement shall be effective unless made in writing as an addendum to this Agreement and signed by duly authorized representatives of both parties.
  - g. **Assignments.** The Client shall not transfer this Agreement by any means without ES's prior written consent, and any assignment or attempt to do so without such consent will be void and of no effect.
  - h. **Beneficiaries.** This Agreement will only inure to the benefit of the parties and their permitted successors, and, except as expressly set forth in this Agreement, there are no third-party beneficiaries to this Agreement.
  - i. **Notice.** All communications provided in this Agreement or any Statement of Work will be in writing and delivered to ES in person, by an internationally recognized mail service (e.g., FedEx) or certified mail with postage prepaid and a return receipt requested, or by email, provided the original will promptly follow by the aforementioned mail service. All notices will be sent to the applicable party at the address(es) on the first page of this Agreement (or as otherwise instructed in writing by such party).
  - j. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement.