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REGION I
OFFICE OF REGIONAL COUNSEL



New England Marine Research Laboratory
397 Washington Street
Duxbury, Massachusetts 02332
Telephone (617) 934-5682

March 3, 1987

Proposal/Agreement No. 966-R-0024

Mr. Paul Galvani
Ropes and Gray
225 Franklin Street
Boston, MA

Dear Mr. Galvani:

Battelle is pleased to submit this letter proposal "Descriptive Presentation of Level of Chlorination Information, New Bedford Harbor/Buzzards Bay PCB Water Data" in response to your verbal request to Mr. William Steinhauer.

We propose to provide you with reconstructed ion chromatograms of seawater particulate and filtrate samples analyzed in this laboratory under Subcontract No. Z0850401 to Energy and Environmental Engineering, Inc. The samples originated from New Bedford Harbor and Buzzards Bay, Massachusetts, and were collected as part of EPA Contract 68-01-6699 to the NUS Corporation.

Reconstructed ion chromatograms of tetrachlorobiphenyl (mass/charge 292) and pentachlorobiphenyl (mass/charge 326) will be produced for all 517 seawater particulate and filtrate samples analyzed as part of the above contract. Battelle will not manipulate or correct the original data in any way, but will simply present the data in a format requested by you. In addition to the above reconstructed ion chromatograms for field samples, Battelle will provide the same information for initial (mid concentration) and continuing calibrations so that changes retention time may be referenced in a straightforward manner. Further, all field sample data will be submitted to Ropes and Gray in the same batch format used in the original data submission to Energy and Environmental Engineering, Inc.

All data will be submitted to Ropes and Gray two months from the date of acceptance of this proposal, and will include sample inventory and reconstructed ion chromatograms in graphic format.

Battelle estimates that the total cost to Ropes and Gray will be \$59,312.00. These costs cover 517 field samples and the appropriate number of calibration samples.

Because all the above referenced PCB data are property of the EPA, Battelle is providing you these reconstructed ion chromatogram data with permission of EPA and Department of Justice. A condition for the release of these data to Ropes and Gray is that EPA and Department of Justice be copied all correspondence and all data submitted.

Enclosed are two (2) copies of our standard contract agreement and Battelle's invoice, number A-1691. The return of one (1) fully executed copy of the agreement and your check will be Battelle's authorization to proceed with this program. This proposal is valid until April 15, 1987.

Questions of a technical nature should be referred to Mr. William Steinhauer at (617) 934-5682 and questions of a contractual nature should be referred to the undersigned at the same number.

Sincerely,

David F. Sullivan
David F. Sullivan
Contracting Officer

Enclosures (2)

xc: Mr. Charles Bearing, EPA Region 1
Mr. Evan Slavitt, U.S. Department of Justice

AGREEMENT NUMBER 966-R-0024

AGREEMENT BETWEEN

BATTELLE MEMORIAL INSTITUTE
Columbus Division

AND

ROPES AND GRAY

BATTELLE MEMORIAL INSTITUTE, through its Columbus Division, hereinafter called **BATTELLE**, is hereby requested by **ROPES AND GRAY**, hereinafter called **CLIENT**, to conduct the following research investigation: Descriptive presentation of Level of Chlorination information New Bedford Harbor/Buzzards Bay PCB water data, substantially in accordance with **BATTELLE's** proposal/agreement identified as 966-R-0024 which is made a part hereof by reference.

CONDITIONS

1. It is understood that work on this project will start within thirty (30) days of receipt of a signed copy of the agreement and payment of the attached invoice, and will be continued for a period of two (2) months and may be extended by mutual agreement in writing.
2. In consideration for this work, **CLIENT** will pay Battelle-Columbus Fifty-Nine Thousand Three Hundred Twelve Dollars (\$59,312.00) which amount may be charged only by mutual agreement in writing, payable in advance. An invoice is attached for the amount due hereunder. Submission of the deliverables set forth in Proposal/Agreement No. 966-R-0024 shall constitute Battelle-Columbus full performance.
3. In view of the nature of this **PROJECT** acceptance of this agreement does not preclude **BATTELLE** undertaking work in this general field for others.

BATTELLE agrees not to publish or make known to others the results obtained from **PROJECT**, as embodied in reports and other correspondence transmitted to **CLIENT**, without approval in writing from **CLIENT**.

4. CLIENT understands that BATTELLE is not engaged in research for advertising, sales promotion, or endorsement of CLIENT'S interests, including raising investment capital or recommending investment decisions, or other publicity purposes, and CLIENT agrees that BATTELLE'S reports or correspondence will not be used or reproduced in full or in part for such purposes. CLIENT also agrees that none of its advertising, sales promotion, or other publicity matter containing information obtained from this investigation will mention or imply the name of BATTELLE. CLIENT further agrees not to present information obtained from this investigation as evidence in disputes, litigation, or other legal action.
5. BATTELLE agrees to provide a high standard of professional service and will exert its best efforts within the time and funds available for this program. However, the results of this program will be advisory and/or experimental in nature. Therefore, in no event shall BATTELLE or its employees and agents have any obligation or liability for damages, including, but not limited to consequential damages, arising out of or in connection with the CLIENT'S use or inability to use, the information, apparatus, method or process resulting from this PROJECT.
6. CLIENT agrees to indemnify and hold BATTELLE harmless from any and all liability, claims, demands, damages, and all costs and expenses in connection herewith, for or arising out of BATTELLE'S performance under this agreement, except for injury or damage directly resulting during performance of the agreement activities on BATTELLE-owned premises where fault of CLIENT is not a contributing cause of such injury or damage. **BATTELLE PROVIDES NO WARRANTY OR GUARANTY OF RESULTS, INCLUDING WARRANTIES OF FITNESS FOR PURPOSE OR OF MERCHANTABILITY FOR ANY ITEM OR RESEARCH RESULT WHICH MAY BE DELIVERED UNDER THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
7. No party to this agreement is responsible to the other party for nonperformance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.
8. This agreement is governed by, and to be construed in accordance with, the laws of the State of Ohio.

9. This agreement will become effective upon receipt of a fully executed copy by BATTELLE, except that it will be void if not executed and received by BATTELLE within sixty (60) days of the date of signature by BATTELLE.
10. All the terms and conditions of this agreement are embodied herein and no other terms and conditions shall be considered a part hereof unless expressly agreed upon in writing.

ACCEPTED:

FOPES AND GRAY

By _____

BATTELLE MEMORIAL INSTITUTE
Columbus Division

By David F. Sullivan
David F. Sullivan
Contracting Officer

Date _____

Date 3 March 1987