



August 24, 2010

Delta Environmental
Attn: Mike Catanzaro
P.O. Box 969
Denham Springs, LA 70272

RE: Professional Consulting and Sewage System Evaluation Services Proposal for Delta/Whitewater Ecopod Reduced Absorption Area Footprint Testing under Virginia Department of Health (VDH) Guidance, Memoranda & Policy (GMP) Document #147.

Dear Mr. Catanzaro:

This agreement made this day is to provide for services in support of the subject project. Based upon our current knowledge of the project, the following items appear to be necessary for the completion of the subject project:

SERVICES

1. Preparation of Engineers Statement to VDH

Prepare engineer's statement indicating that the treatment unit(s) can be expected to produce effluent at the "end-or-pipe" that will likely meet the treatment expectations identified within GMP 147.

Review the Operations & Maintenance Manual for the product and provide assertion in the engineer's statement document the manual's acceptability. ***NOTE: At this date 80% of this work has been completed.

FEE:..... Hourly Basis

2. Sample Collection, Testing & Data Submission, & Report Preparation

- Provide periodic field evaluations of treatment units by qualified staff.
- Collect influent and effluents samples from up to 20 units serving single family homes. Samples are to be collected for 4 consecutive quarters for at least 12 months per treatment device. Samples will be transported to an accredited laboratory for analysis.
- Nokesville Design staff will perform on site analysis of DO, pH, and temperature.
- Prepare data in electronic format and submit testing and evaluation results to VDH.
- Upon completion of testing, prepare a written report containing all data, a review of the evaluation outcomes, and a statement as to whether (or not) the data met the performance expectations for the treatment units. The report with the data will be submitted to VDH and copies supplied to the manufacturer.

P.O. BOX 636 703.594.2425	NOKESVILLE, VA www.nokesvilfedesign.com	20182
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Sample Analysis (Accredited Lab to analyze).....	\$138/Sample
Sample Collection & Transport to Laboratory	Hourly Basis
Field Evaluation and On Site Parameter Testing.....	Hourly Basis
Data and Evaluation Reports.....	Hourly Basis

3. *Meetings & Consultation*

As necessary, consult and/or meet with the clients, regulatory staff, or property owners.

FEE:..... Hourly Basis

4. *Hourly Rates*

Nokesville Design's hourly rates are:

Engineer	\$155
LSE/REHS	\$135
Technician	\$ 85

ADDITIONAL INFORMATION

1. All work for the testing program is to be performed in accordance with VDH GMP# 147. Sample collection analyses are to be performed in accordance with *Standard Methods for the Examination of Water & Wastewater* and any methods set forth by the US EPA. All third party laboratory work will be performed by an accredited National Environmental Laboratory Accreditation Conference Standard (NELAC) laboratory that will follow NELAC quality control/quality assurance practices that include precision, accuracy and equipment standardization. Required laboratory testing parameters include BOD₅, TSS, and Fecal Coliform.
2. Quality Assurance/Quality Control
 - 2.1. All samples are to be collected and transported in accordance with recommendations by *Standard Methods for the Examination of Water & Wastewater* and approved EPA methods. See Appendix A for transport, holding, and collection container details.
 - 2.2. Laboratory analyses will be performed in accordance with applicable EPA requirements and *Standard Methods for the Examination of Water & Wastewater*. Bacterial counts shall be made using *Standard Methods for the Examination of Water & Wastewater* 9223, 9221E, 9221F or 9222D with sufficient dilution volumes to report values up to approximately 200,000 organisms/100 ml.
 - 2.3. Samples will be collected in containers provided by the contract laboratory.
 - 2.4. Standard Chain of Custody procedures will be followed and related documentation will be provided for all samples collected submitted to the contract laboratory.
3. Duties
 - 3.1. *Duties of Nokesville Design (Third Party)*
The following duties shall apply to Nokesville Design:

- 3.1.1. Nokesville Design will evaluate and collect samples for 20 residential units quarterly for 1 year minimum. Units to be selected by Division of On Site Sewage & Water Services (DOS-WS), and Nokesville Design.
 - 3.1.2. Nokesville Design will be responsible for sample collection, handling, and transport to the contract laboratory.
 - 3.1.3. Nokesville Design will perform on site DO, Temperature, pH analysis.
 - 3.1.4. Nokesville Design will maintain Chain of Custody Procedures and supply copies of all chain of custody documentation to the manufacturer and/or DOS-WS upon request.
 - 3.1.5. Nokesville Design will submit sample measurements to DOS-WS and the manufacturer within 10 days from the receipt of the analysis results.
 - 3.1.6. Training of Personnel: All personnel collecting, evaluating, and transporting samples will be trained in accordance with industry accepted standards. Personnel collecting and analyzing samples (on-site) will be provided with written instructional protocols these activities.
 - 3.1.7. Field Analysis Quality control will consist of analyzing 1 duplicate sample per 10 samples collected. All personnel will standardize equipment against known buffers, as applicable, prior to performing onsite analyses. Results of on-site testing and conditions of the system will be documented upon completion of each task at the site.
 - 3.1.8. At the request of VDH DOS-WS, Nokesville Design will provide 72 hours notice prior to sample collection to DOS-WS so that joint sample collection may be coordinated.
 - 3.1.9. Nokesville Design will create and maintain an electronic database or spreadsheet of all systems undergoing testing. The information in the database will be reported to the Director of DOS-WS by the 15th of March, June, September, and December for each year of the evaluation. Electronic information will include data as specified by GMP 147.
 - 3.1.10. Upon completion of the testing program, Nokesville Design will prepare and provide a written report containing all data, a review of the evaluation outcomes, and a statement as to whether (or not) the data met the performance expectations for the treatment units
- 3.2. *Duties the Manufacturer (Delta)*
The following duties shall apply to Delta:
- 3.2.1. Preparation and Submission of O&M Manual(s) to DOS-WS.
 - 3.2.2. Submission of O&M Manual(s) to Nokesville Design for review.
 - 3.2.3. Signature of Agreement with the Health Commissioner to evaluate treatment unit's efficacy.
 - 3.2.4. Provide a copy of the signed manufacturer/Health Department agreement to Nokesville Design.
 - 3.2.5. Provide influent and effluent sampling ports on sewage systems at the selected test locations.
 - 3.2.6. Acquire written permission from property owners for Nokesville Design, and VDH staff to enter private property for the purposes of system evaluation and sample collection.

- 3.2.7. Provide list of all installed Delta Ecopod Units in Virginia to Nokesville Design.
- 3.2.8. Provide sewage disposal system design and construction criteria for those systems selected for evaluation. This includes but is not limited to site and soil studies, construction permits, and inspection/installation information.
- 3.2.9. Provide a copy of this contract with the Quality Control/Quality Assurance measures to DOS-WS.

EXCLUSIONS

This proposal does not include the following:

1. Routine monitoring, maintenance, or repairs to onsite sewage disposal systems.
2. Permit processing.
3. Soil investigation for drainfields or other needs.
4. Reviewing or application fees for public agency review and approval.
5. Testing of additional sample parameters over and above those stated.

GENERAL CONDITIONS

1. Electronic Data shall mean: Provide either an Excel, Access, or Word file on a 3 1/2" floppy disc, a CD, or via email to the appropriate recipients.
2. Payment for all work performed to date will be invoiced and due at the completion of the work and prior to release for regulatory review by public agencies. All fees are due upon completion and delivery of each work item and associated invoice. Fees not paid for 30 days will accrue a 1.5% per month late fee.
3. Terms and agreements made in this contract are valid for a period of 90 days after the date of this document. Fees and terms of agreement of this contract are subject to change thereafter.

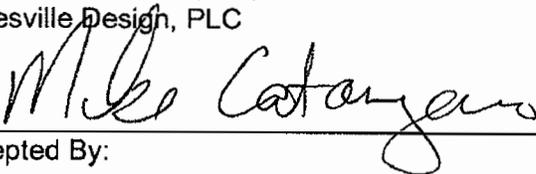
If you have any questions, please feel free to contact our office at 703-594-2425. If the above items are acceptable, please return the signed proposal to us.

Sincerely,



D. Thomas Basham, PE, LS
Nokesville Design, PLC

Accepted By: _____



8/25/10
Date:



Appendix A

Sample Collection and Transport Data

Parameter	Collection/ Storage Container	Holding/Transport Temperature	Preservative	Maximum Holding/Transport Time	Holding Method
Fecal Coliform	Plastic or Glass	6° C (42.8° F)	0.008% Na ₂ S ₂ O ₃	6 hours	Cooled, on ice
5 Day Biochemical Oxygen Demand	Plastic or Glass	6° C (39.2° F)	None	48 hours	Cooled, on ice
Total Suspended Solids	Plastic or Glass	6° C (39.2° F)	None	7 days	Cooled, on ice
Dissolved Oxygen ¹	Glass Bottle with stopper	Analyze immediately	None	Analyze Immediately	NA
pH ²	Plastic or Glass	Analyze immediately	None	Analyze Immediately	NA
Temperature ³	Plastic or Glass	Analyze immediately	None	Analyze Immediately	NA

¹ To be analyzed onsite.

² To be analyzed onsite.

³ To be analyzed onsite.