## RECR - 10 Windmill Oil

# Water Quality Data

2000

Relinquished by: Relinquished by: Project #: Address: 6701 Aberdeen Avenue, Ste. 9 Lubbock, Texas 79424 Tel (806) 794-1296 Fax (806) 794-1298 1 (800) 378-1296 Submittal of samples constitutes agreement to Terms and Conditions listed on reverse side of C.O.C. Helinquished (If different from above) (LAB USE) Project Location: Company Name: nvoice to: Contact Person: LAB# Water 0006081300 (Dbbbs#1 2006081345 (Oobbs#2 206081345 2006081345 2006081345 200608 13 00 ( B bbs #1 200608 1300 (Dobbs #1 2006081300 (Street, Dustein City, FIELD CODE 1066s (Robbs#2 (Dolbs#1 Cobbs #2 Dobbs #2 raceAnalysis, Time: Time: Time: Received Received Received # CONTAINERS 500 FA X/M E 23 3 Ē Volume/Amount at Laboratory by: ģ ý \$ 750 5 Fax #: WATER SOIL MATRIX AIR Sampler Signature Phone #:/ SLUDGE Project Name: HCL Date: Date: Date: HNO3 NaHSO, PRESERVATIVE H<sub>2</sub>SO, METHOD 4725 Ripley Dr., Ste A El Paso, Texas 79922-1028 Tel (915) 585-3443 Fax (915) 585-3944 1 (888) 588-3443 -643 827-8177 NaOH Time: Time: lime: ICE NONE 7/54 6/8/00 6/8/00/345 6/18/00 K34s 16/00/345 18/00/300 78/00/300 18/00/345 1800/300 SAMPLING DATE 3 TIME intact Carrier # Temp MTBE 8021B/602 Log-in Review Headspace BTEX 8021B/602 LAB USE TPH 418.1/TX1005 LAB Order ID # **CHAIN-OF-CUSTODY AND ANALYSIS REQUEST** Y / N Y / N Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7 TCLP Metals Ag As Ba Cd Cr Pb Se Hg Circle or Specify Method No. ANALYSIS REQUEST TCLP Volatiles TCLP Semi Volatiles REMARKS TCLP Pesticides RCI GC-MS Vol. 8260B/624 GC/MS Semi, Vol. 8270C/625 PCB's 8082/608 Pesticides 8081A/608 BOD, TSS, pH Chem OCD Turn Around Time if different from standard

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## Article 1: General

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- 10.1 This agreement constitutes the entire agreement between you and us, and it supersedes all prior agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order conditions, or other agreement purporting to modify, vary, supplement, or explain any provision of this agreement is of no effect until placed in writing and signed by both parties subsequent to the date of this agreement. In no event will the printed terms or conditions stated in a purchase or work order, other than an agreed upon Chain of Custody/Analysis Request, be considered a part of this agreement, even if the document is signed by both of us.
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Relinquished by: Relinquished by: (If different from above) Contact Person: 6701 Aberdeen Avenue, Ste. 9 Lubbock, Texas 79424 Tel (806) 794-1296: Fax (806) 794-1298 1 (800) 378-1296 Relinquished (LAB USE) Project Location: Project #: Address: Company Name: Submittal of samples constitutes agreement to Terms and Conditions listed on reverse side of C.O.C. Invoice to: 2000 5 20060818000 2006081800 008180000 008130000 (Street, City, Zip) IAN OIL CONSERVATION PACHECO SANTA FE BILL OLSON FIELD CODE Date: TraceAnalysis, Inc Time: 2001 Time: NAM 87505 2,0 Received at Laboratory by: Received by: Received by: # CONTAINERS S Volume/Amount WATER SOIL MATRIX Fax #: Sampler Signature: Project Name: Phone #: AIR SLUDGE Date: Date: 505-827-8177 505-827-7159 HCL **PŘESERVATIVE** HNO3 METHOD 4725 Ripley Dr., Ste A El Paso, Texas 79922-1028 Tel (915) 585-3443 Fax (915) 585-4944 1 (888) 588-3443 ICE IIme: Time: Time: NONE 5/8/00 2110 DATE SAMPLING 1800 1800 1800 00% , Ap TIME intact lemp MTBE 8021B/602 Carrier # Headspace Log-in Réview BTEX 8021B/602 ONLY ONLY TPH 418.1/TX1005 CHAIN-OF-CUSTODY AND ANALYSIS REQUEST \ \ N LAB Order ID #\_ Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7 Y / N TCLP Metals Ag As Ba Cd Cr Pb Se Hg Circle or Specify Method No. **ANALYSIS REQUEST TCLP Volatiles** TCLP Semi Volatiles REMARKS: TCLP Pesticides RCI GC-MS Vol. 8260B/624 GC/MS Semi. Vol. 8270C/625 PCB's 8082/608 Pesticides 8081A/608 BOD, TSS, pH Page\_ METALS 으 1 Turn Around Time if different from standard

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## Article 2: Our General Responsibilities

- 2.1 We agree to provide the professional services described in this agreement. We will provide you with written reports containing analytical results. In performing our service, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 2.2 Test and observations will be conducted using test procedures and laboratory protocols as specified in accepted Chain of Custody/Analysis Request. If you direct a manner of making tests that varies from our standard or recommended procedures, you agree to hold us harmless from all claims, damages, and expenses arising out of your direction.
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(If different from above)) Address: (LAB USE) Project #: Contact Person: Company Name: LAB# 0006081545( 245180900 2451309000 3006081545 (Street, City, Zip) S. PACHECO 3. NUAR BILL OLSON FIELD CODE Date: 10 ( Uwins & (Owings ( Ob ings COUSENVATION DIV raceAnalysis, 200 Time: Time: Time: SAUTA FE MM 87505 Received at Laboratory by: Received by: Received by: # CONTAINERS 500 pg 10 m Volume/Amount WATER SOIL MATRIX AIR Sampler Signature: SLUDGE Project Name: Phone #: HCL Date: 505-827-8177 Date: Date: HNO3 505-827-7154 MIDDIMILL NaHSO, PRESERVATIVE H<sub>2</sub>SO METHOD 4725 Ripley Dr., Ste A El Paso, Texas 79922-1028 Tel (915) 585-3443 Fax (915) 585-4944 1 (888) 588-3443 NaOH Time: Time: Time: ICE NONE 18/00 1545 160 /545 18f0s 1545 SAMPLING DATE TIME Carrier # intact MTBE 8021B/602 Log-in Review Headspace BTEX 8021B/602 CAB USE TPH 418.1/TX1005 **CHAIN-OF-CUSTODY AND ANALYSIS REQUEST** Y / N LAB Order ID,# Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7 Y / N TCLP Metals Ag As Ba Cd Cr Pb Se Hg (Circle or Specify Method No.) **ANALYSIS REQUEST** TCLP Volatiles TCLP Semi Volatiles REMARKS: TCLP Pesticides RCI GC-MS Vol. 8260B/624 GC/MS Semi. Vol. 8270C/625 PCB's 8082/608 Pesticides 8081A/608 BOD, TSS, pH EHFM XD ITEM #24 ITEM #23 6EH 001) MELALS Turn Around Time if different from standard 1 <u>1</u>. Hold

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	Submittal of s	Relinquished by:	delinquished by:	Wille	Relinquished			•							LAB # (LAB USE)		Project Location:	Project #:	nvoice to: If different from above)	Contact Person:	Address:	Company Name	Fax (806) 1 (800) 3	6701 Aberde Lubbock
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- 10.1 This agreement constitutes the entire agreement between you and us, and it supersedes all prior agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order conditions, or other agreement purporting to modify, vary, supplement, or explain any provision of this agreement is of no effect until placed in writing and signed by both parties subsequent to the date of this agreement. In no event will the printed terms or conditions stated in a purchase or work order, other than an agreed upon Chain of Custody/Analysis Request, be considered a part of this agreement, even if the document is signed by both of us.
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Company Name Relinquished by: Relinquished by: Invoice to: (If different from above) Project Location: Contact Person: 6701 Aberdeen Avenue, Ste. 9 Lubbock, Texas 79424 Tel (806) 794-1296 Fax (806) 794-1298 1 (800) 378-1296 Submittal of samples constitutes agreement to Terms and Conditions listed on reverse side of C.O.C. Project #: LAB USE LAB# 2040 S PACHECO SANTA FE 500/08 1500 5006as 1500 000608/500 0006081500 (N. Florers BILL FIELD. CODE Date: Flowers Conservation ( N. Flowers 01500 N. Players N. Flowlers raceAnalysis, 1200 Time: Time: Time: Received at Laboratory by: Received by: Received by: Owision # CONTAINERS \$ 76 pt Tites ず Volume/Amount WATER Fax #: 8*7505* SOIL MATRIX AIR Project Name: WKNMILL SLUDGE Sampler Signature: Phone #: HCL 505-827-505-Date: Date: Date: коин NaHSO, PRESERVATIVE 827-7154 H<sub>2</sub>SO, METHOD 4725 Ripley Dr., Ste A El Paso, Texas 79922-1028 Tel (915) 585-3443 Fax (915) 585-4944 1 (888) 588-3443 NaOH I Ime: Time: Time: ICE 8/77 NONE 10/1 6/8/00/500 98/00 /SOO 6/8/00 1500 ol800 /500 SAMPLING DATE TIME Carrier # ntact MTBE 8021B/602 Log-in Review Headspace BTEX 8021B/602 LAB USE TPH 418.1/TX1005 ONLY CHAIN-OF-CUSTODY AND ANALYSIS REQUEST Y / N LAB Order ID # Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7 Y / N TCLP Metals Ag As Ba Cd Cr Pb Se Hg Circle or Specify Method No. **ANALYSIS REQUEST** TCLP Volatiles TCLP Semi Volatiles REMARKS: TCLP Pesticides RCI GC-MS Vol. 8260B/624 GC/MS Semi. Vol. 8270C/625 PCB's 8082/608 Pesticides 8081A/608 BOD, TSS, pH GEN CHEM OCO ITEM ITEM METALS Turn Around Time if different from standard A Company Hold

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## Article 2: Our General Responsibilities

- 2.1 We agree to provide the professional services described in this agreement. We will provide you with written reports containing analytical results. In performing our service, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
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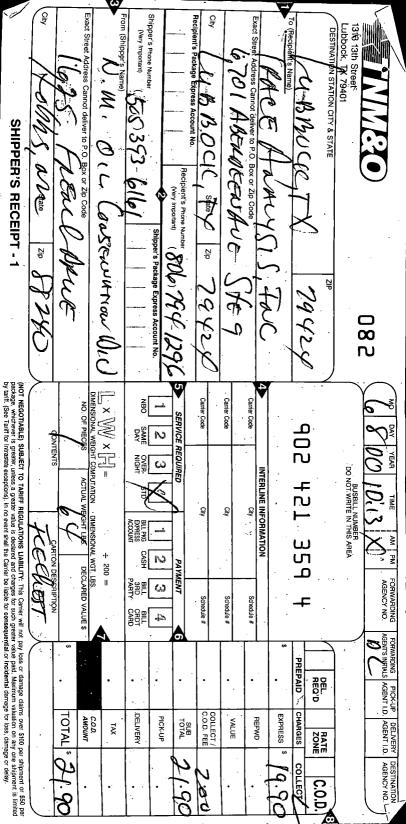
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Address: Relinquished by: Relinquished by: Invoice to: (If different from above) \$701 Aberdeen Avenue, Ste. 9 Lubbock, Texas 79424 Tel (806) 794-1296 Fax (806) 794-1298 1 (800) 378-1296 Project #: Contact Person: Project Location: (LAB USE) LAB # 0000607 000607/600 000607 000607 100000 (Street, City, FIELD CODE 1600(Nb.1 Kins 1600/00/Kin 600(Nex) K. 60 Q Mex Z onservation! (TB raceAnalysis, 9 Time: ω, Received at Laboratory by: Received Received # CONTAINERS \$00€ 40° 1gh Volume/Amount by ģ WATER SOIL MATRIX ΑΪŔ Sampler Signature: SLUDGE Project Name: Phone #: HCL Date: ноз S S NaHSO. PRESERVATIVE (535)827-8177 H<sub>2</sub>SO, METHOD 4725 Ripley Dr., Ste A El Paso, Texas 79922-1028 Tel (915) 585-3443 Fax (915) 585-4944 1 (888) 588-3443 NaOH Time: Time: Time: ICE 1 NONE 7154 97% os 17/00/1600 SAMPLING 17/00|K00 0091 co/L 17/au | 600 DATE 1690 TIME Intact MTBE 8021B/602 Temp Log-in Review Headspace BTEX 8021B/602 LAB USE TPH 418.1/TX1005 CHAIN-OF-CUSTODY AND ANALYSIS REQUEST ≺ ` Z LAB Order ID # Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7 ≺ ^ Z TCLP Metals Ag As Ba Cd Cr Pb Se Hg Circle or Specify Method No. ANALYSIS REQUEST **TCLP Volatiles** TCLP Semi Volatiles REMARKS TCLP Pesticides RCI GC-MS Vol. 8260B/624 GC/MS Semi. Vol. 8270C/625 PCB's 8082/608 Pesticides 8081A/608 BOD, TSS, pH Contract item # 24) Gen Chem (OCD Oca contract Turn Around Time if different from standard

Submittal of samples constitutes agreement to Terms and Conditions listed on reverse side of C.O.C

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Carrier #

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- 3.2 You will respond in a reasonable time to our request for decisions, authorization for changes, additional compensation, or schedule extensions.
- 3.3 For each Chain of Custody/Analysis Request you will either provide us with the exact methods for analysis of each fraction or you will identify the regulations and agency under which or for which the analysis are to be prepared. If permits, consent orders, work plans, quality assurance plans, or correspondence with regulatory agencies address laboratory requirements, you will provide us with copies of the relevant provisions prior to our initiation of the analyses.

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- 5.3 Samples accepted by us remain your property while in our custody. We will retain samples for a period of 14 days following the date of submission or our report. We will extend the retention period if you so direct. Following the retention period we will dispose of non-hazardous samples. We may return highly hazardous, acutely toxic, or radioactive samples and samples containers and residues to you. You agree to accept them.
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- 6.2 You will respond to the notice provided for in paragraph 6.1 promptly. Changes may be made to a Chain of Custody/Analysis Request through issuance of an amendment. The amendment will specify the reason for the change and, as appropriate, include any modified budgets, schedules, scope of work, and other necessary provisions.
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- 7.1 Our pricing for the work is predicated upon your acceptance of the conditions and allocations of risks and responsibilities described in this agreement. You agree to pay for services as stated in our proposal and accepted by you or according to our then current standard pricing documents if there is no other written agreement as to price. An estimate or statement of probable cost is not a firm figure unless stated as such.
- 7.2 Unless otherwise agreed to elsewhere, you agree to pay invoices within 30 days of receipt unless, within 15 days from receipt of the invoice, you notify us in writing of a particular item that is alleged to be incorrect. You agree to pay the uncontested portions of the invoices within 30 days of receipt. You agree to pay interest on unpaid balances beginning 60 days after receipt of invoice at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.
- 7.3 If you direct us to invoice another, we will do so, but you agree to be ultimately responsible for our compensation until you provide us with that third party's written acceptance of all terms of our agreement and until we agree to the substitution.
- 7.4 You agree to compensate us for our services and expenses if we are required to respond to legal process related to our services for you. Compensable services include hourly charges for all personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier, and appearances related to the legal process.
- 7.5 If we are delayed by, or the period of performance is materially extended because of, factors beyond our control, or if project condition or the scope or amount of work change, or if the standards or methods of testing change, we will give you timely notice of the change and we will receive an equitable adjustment of our compensation.

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- 8.1 Neither we nor you will be liable to the other for special, incidental, consequential or punitive losses or damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, or the cost of capital.
- 8.2 We will not be liable to you for damages unless suit is commenced within two years of injury or loss or within two years of the date of the completion of our services, whichever is earlier. In no event will we be liable to you unless you have notified us of the discovery of the negligent act, error, omission or breach within 30 days of the date of its discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating your damages.
- 8.3 In the event you fail to pay us within 90 days following the invoice date, we may consider the default a total breach of our agreement and we may, at our option, terminate all of our duties without liability to you or to others.
- 8.4 If it is claimed by a third party that we did not complete an acceptable analysis, at your request will seek further review and acceptance of the completed work by the third party and use your best efforts to obtain that acceptance. We will assist you as directed.
- 8.5 You and we agree that disputes will be submitted to "Alternative Dispute Resolution" (ADR) as a condition precedent to litigation and other remedies provided by law. Each of us agrees to exercise good faith efforts to resolve disputes through mediation unless we both agree upon another ADR procedure. All disputes will be governed by the law of the place where our services are rendered, or if our services are rendered in more than one state, you and we agree that the law of the place that services were first rendered will govern.
- 8.6 If either of us makes a claim against the other as to issues out of the performance of this agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If we bring lawsuit against you to collect our invoiced fees and expenses, you agree to pay our reasonable collection expenses including attorney fees.

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- 10.1 This agreement constitutes the entire agreement between you and us, and it supersedes all prior agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order conditions, or other agreement purporting to modify, vary, supplement, or explain any provision of this agreement is of no effect until placed in writing and signed by both parties subsequent to the date of this agreement. In no event will the printed terms or conditions stated in a purchase or work order, other than an agreed upon Chain of Custody/Analysis Request, be considered a part of this agreement, even if the document is signed by both of us.
- 10.2 Neither party will assign this agreement without the express written approval of the other, but we may subcontract laboratory procedures with your approval as we deem necessary to meet our obligations to you.
- 10.3 If any of the provisions of this agreement are held to be invalid or unenforceable in any respect, the remaining terms will be in full effect and the agreement will be construed as if the invalid or unenforceable matters were never included in it. No waiver of any default will be waiver of any future default.
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- 10.2 Neither party will assign this agreement without the express written approval of the other, but we may subcontract laboratory procedures with your approval as we deem necessary to meet our obligations to you.
- •10.3 If any of the provisions of this agreement are held to be invalid or unenforceable in any respect, the remaining terms will be in full effect and the agreement will be construed as if the invalid or unenforceable matters were never included in it. No waiver of any default will be waiver of any future default.
- 10.4 Neither you or we will have any liability for nonperformance caused in whole or in part by causes beyond our reasonable control. Such causes include but are not limited to Acts of God, civil unrest and war, labor unrest and strikes, equipment failures, matrix interference, acts of authorities, and failures of subcontractors that could not be reasonably anticipated.
- 10.5 You may stop our work by giving a written suspension or termination directive, but once work has been suspended, we need not resume work until we agree to change in scope, schedule, and compensation. Upon suspension or termination, we will use reasonable care to preserve samples provided that you agree to compensate us for any additional effort, but we will have no responsibility for meeting holding time limitations after the effective time of a suspension or termination directive. We will be compensated for service rendered and expenses incurred prior to termination that cannot reasonably be avoided.

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Company Name: Relinquished by: Relinquished by: Invoice to: (If different from above) Submittal of samples constitutes agreement to Terms and Conditions listed on reverse side of C.O.C. (LAB USE) Project Location: Project #: Contact Person: \ddress: ginquished 6701 LAB# 701 Aberdeen Avenue, Ste. 9 Lubbock, Texas 79424 Tel (806) 794-1296 Fax (806) 794-1298 1 (800) 378-1296 0006071700 0006071700 000607/645 0006071645 (Ue/1# 0006071645 0006071700 0006071700 0006071645 (Street, /City, 4ip) Powers (9/50% Date: FIELD CODE Date: ( Well #1 (Well#) Well #2 Well#2 itel raceAnalysis, /o20 1/#2 # 华 lime: Time: Time: Received at Laboratory by: Received by Received by: 1 # CONTAINERS 500 m Tites 500 **3** 70 ites 計 Volume/Amount WATER SOIL MATRIX ΑÎR Project Name: Sampler Signature SLUDGE Fax #: HCL (505) 5251827-8177 Date: Date: Date: ниоз NaHSO, PRESERVATIVE 827-7154 H<sub>2</sub>SO, METHOD 4725 Ripley Dr., Ste A El Paso, Texas 79922-1028 Tel (915) 585-3443 Fax (915) 585-4944 1 (888) 588-3443 NaOH Time: Time Time: ICE NONE 0/7/00 77/00 | SAMPLING 17/00 1645 17/00 |1645 Mos 1645 17/00 DATE 1645 700 18 700 TIME Temp Intact Carrier # MTBE 8021B/602 Log-in Review Headspace BTEX 8021B/602 LAB USE TPH 418.1/TX1005 CHAIN-OF-CUSTODY AND ANALYSIS REQUEST Y / N LAB Order ID,# Y / N Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7 TCLP Metals Ag As Ba Cd Cr Pb Se Hg Circle or Specify Method No. **ANALYSIS REQUEST** TCLP Volatiles TCLP Semi Volatiles REMARKS: TCLP Pesticides RCI (3) GC-MS Vol. 8260B/624 N GC/MS Semi. Vol. 8270C/625 PCB's 8082/608 Pesticides 8081A/608 BOD, TSS, pH Gen. Chem COCD contract, item OCO contract item \$23 Turn Around Time if different from standard

## Article 1: General

1.1 The words "we", "us", and "our" refer to TraceAnalysis. You will deliver samples to us for analysis, accompanied, or preceded by, a signed Chain of Custody/Analysis Request defining the scope and timing of our work and stating either the testing criteria you require or identifying the agency to which the results will be submitted.

## Article 2: Our General Responsibilities

- 2.1 We agree to provide the professional services described in this agreement. We will provide you with written reports containing analytical results. In performing our service, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 2.2 Test and observations will be conducted using test procedures and laboratory protocols as specified in accepted Chain of Custody/Analysis Request. If you direct a manner of making tests that varies from our standard or recommended procedures, you agree to hold us harmless from all claims, damages, and expenses arising out of your direction.
- 2.3 We will not release information regarding our services for you or any information that we receive from you, except for information that is in the public domain and except as we are required by law.

## Article 3: Your General Responsibilities

- 3.1 On each Chain of Custody/Analysis Request you will designate a representative who has authority to transmit instructions, receive information, and make decisions relative to our work.
- 3.2 You will respond in a reasonable time to our request for decisions, authorization for changes, additional compensation, or schedule extensions.
- 3.3 For each Chain of Custody/Analysis Request you will either provide us with the exact methods for analysis of each fraction or you will identify the regulations and agency under which or for which the analysis are to be prepared. If permits, consent orders, work plans, quality assurance plans, or correspondence with regulatory agencies address laboratory requirements, you will provide us with copies of the relevant provisions prior to our initiation of the analyses.

## Article 4: Reports and Record

- 4.1 We will furnish copies of each report to you as specified in the Chain of Custody and Analysis Request. We will retain analytical data for seven years and financial data for three years relating to the services performed following transmittal of our final report.
- 4.2 If you do not pay for our services as agreed, you agree that we may retain all reports and work not yet delivered to you. You also agree that our work will not be used by you for any purpose unless paid for.

## Article 5: Delivery and Acceptance of Samples

- 5.1 Until we accept delivery of samples by notation on chain of custody documents or otherwise in writing accept the samples, you are responsible for loss of or damage to samples. Until so accepted, we have no responsibility as to samples.
- 5.2 As to any samples that are suspected of containing hazardous substances or radioactive material, such that would make special handling required, you will specify the suspected or known substances and level and type of radioactive activity. This information will be given to us in writing as a part of the Chain of Custody/Analysis Request and will precede or accompany samples suspected of containing hazardous substances.
- 5.3 Samples accepted by us remain your property while in our custody. We will retain samples for a period of 14 days following the date of submission or our report. We will extend the retention period if you so direct. Following the retention period we will dispose of non-hazardous samples. We may return highly hazardous, acutely toxic, or radioactive samples and samples containers and residues to you. You agree to accept them.
- 5.4 Regardless of a prior acceptance, we may refuse acceptance or revoke acceptance of samples if we determine that the samples present a risk to health, safety, or the environment, or that we are not authorized to accept them. If we revoke acceptance of any sample, you will have it removed from our facilities promptly.

## Article 6: Changes to Task Orders

- 6.1 No persons other than the designated representatives for each Chain of Custody/Analysis Request are authorized to act regarding changes to a Chain of Custody/Analysis Request. We will notify you promptly if we identify any activity that we regard as a change to the terms and conditions of a Chain of Custody/Analysis Request. Our notice will include the date, nature, circumstance, and cause of the activity regarded as a change. We will specify the particular elements of project performance for which we may seek an equitable adjustment.
- 6.2 You will respond to the notice provided for in paragraph 6.1 promptly. Changes may be made to a Chain of Custody/Analysis Request through issuance of an amendment. The amendment will specify the reason for the change and, as appropriate, include any modified budgets, schedules, scope of work, and other necessary provisions.
- 6.3 Until agreement is reached concerning the proposed change, we may regard the situation as a suspension directed by you.

## Article 7: Compensation

- 7.1 Our pricing for the work is predicated upon your acceptance of the conditions and allocations of risks and responsibilities described in this agreement. You agree to pay for services as stated in our proposal and accepted by you or according to our then current standard pricing documents if there is no other written agreement as to price. An estimate or statement of probable cost is not a firm figure unless stated as such.
- 7.2 Unless otherwise agreed to elsewhere, you agree to pay invoices within 30 days of receipt unless, within 15 days from receipt of the invoice, you notify us in writing of a particular item that is alleged to be incorrect. You agree to pay the uncontested portions of the invoices within 30 days of receipt. You agree to pay interest on unpaid balances beginning 60 days after receipt of invoice at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.
- 7.3 If you direct us to invoice another, we will do so, but you agree to be ultimately responsible for our compensation until you provide us with that third party's written acceptance of all terms of our agreement and until we agree to the substitution.
- 7.4 You agree to compensate us for our services and expenses if we are required to respond to legal process related to our services for you. Compensable services include hourly charges for all personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier, and appearances related to the legal process.
- 7.5 If we are delayed by, or the period of performance is materially extended because of, factors beyond our control, or if project condition or the scope or amount of work change, or if the standards or methods of testing change, we will give you timely notice of the change and we will receive an equitable adjustment of our compensation.

## Article 8: Risk Allocation, Disputes, and Damages

- 8.1 Neither we nor you will be liable to the other for special, incidental, consequential or punitive losses or damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, or the cost of capital.
- 8.2 We will not be liable to you for damages unless suit is commenced within two years of injury or loss or within two years of the date of the completion of our services, whichever is earlier. In no event will we be liable to you unless you have notified us of the discovery of the negligent act, error, omission or breach within 30 days of the date of its discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating your damages.
- 8.3 In the event you fail to pay us within 90 days following the invoice date, we may consider the default a total breach of our agreement and we may, at our option, terminate all of our duties without liability to you or to others.
- 8.4 If it is claimed by a third party that we did not complete an acceptable analysis, at your request will seek further review and acceptance of the completed work by the third party and use your best efforts to obtain that acceptance. We will assist you as directed.
- 8.5 You and we agree that disputes will be submitted to "Alternative Dispute Resolution" (ADR) as a condition precedent to litigation and other remedies provided by law. Each of us agrees to exercise good faith efforts to resolve disputes through mediation unless we both agree upon another ADR procedure. All disputes will be governed by the law of the place where our services are rendered, or if our services are rendered in more than one state, you and we agree that the law of the place that services were first rendered will govern.
- 8.6 If either of us makes a claim against the other as to issues out of the performance of this agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If we bring lawsuit against you to collect our invoiced fees and expenses, you agree to pay our reasonable collection expenses including attorney fees.

## Article 9: Indemnities

9.1 We will indemnify and hold you harmless from and against demands, damages, and expenses caused by our negligent acts and omissions and breach of contract and by the negligent acts and omissions and breach of contract of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses caused by your negligent act and omissions and breach of contract and by the negligent acts and omissions and breach of contract of persons for whom you are legally responsible. These indemnities are subject to specific limitations provided for in this agreement.

- 10.1 This agreement constitutes the entire agreement between you and us, and it supersedes all prior agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order conditions, or other agreement purporting to modify, vary, supplement, or explain any provision of this agreement is of no effect until placed in writing and signed by both parties subsequent to the date of this agreement. In no event will the printed terms or conditions stated in a purchase or work order, other than an agreed upon Chain of Custody/Analysis Request, be considered a part of this agreement, even if the document is signed by both of us.
- 10.2 Neither party will assign this agreement without the express written approval of the other, but we may subcontract laboratory procedures with your approval as we deem necessary to meet our obligations to you.
- 10.3 If any of the provisions of this agreement are held to be invalid or unenforceable in any respect, the remaining terms will be in full effect and the agreement will be construed as if the invalid or unenforceable matters were never included in it. No waiver of any default will be waiver of any future default.
- 10.4 Neither you or we will have any liability for nonperformance caused in whole or in part by causes beyond our reasonable control. Such causes include but are not limited to Acts of God, civil unrest and war, labor unrest and strikes, equipment failures, matrix interference, acts of authorities, and failures of subcontractors that could not be reasonably anticipated.
- 10.5 You may stop our work by giving a written suspension or termination directive, but once work has been suspended, we need not resume work until we agree to change in scope, schedule, and compensation. Upon suspension or termination, we will use reasonable care to preserve samples provided that you agree to compensate us for any additional effort, but we will have no responsibility for meeting holding time limitations after the effective time of a suspension or termination directive. We will be compensated for service rendered and expenses incurred prior to termination that cannot reasonably be avoided.