

RECR - 10 Windmill Oil

Water Quality Data

2000

6701 Aberdeen Avenue, Ste. 9
Lubbock, Texas 79424
Tel (806) 794-1296
Fax (806) 794-1298
1 (800) 378-1296

TraceAnalysis, Inc.

4725 Ripley Dr., Ste A
El Paso, Texas 79922-1028
Tel (915) 585-3443
Fax (915) 585-4944
1 (888) 588-3443

Company Name:

MM O.I. Construction Division Phone # (505) 827-7154

Address: (Street, City, Zip)

2040 S. Pacheco, Santa Fe, NM 87505 Fax # (505) 827-8177

Contact Person:

Bill Olson

Invoice to:
(if different from above)

Project #:

Project Name: Windmill O.I.

Project Location:

Olson Dobbs

Sampler Signature:

Bill Olson

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX		PRESERVATIVE METHOD							SAMPLING	
				WATER	SOIL	AIR	SLUDGE	HCL	HNO3	NaHSO ₄	H ₂ SO ₄	NaOH	ICE	NONE

	0006081300 (Dobbs #1)	2	40 ml	✓				✓					✓		6/8/00	1300
	0006081300 (Dobbs #1)	1	1 liter	✓									✓		6/8/00	1300
	0006081300 (Dobbs #1)	1	1 liter	✓									✓		6/8/00	1300
	0006081300 (Dobbs #1)	1	1 liter	✓									✓		6/8/00	1300
	0006081345 (Dobbs #2)	2	40 ml	✓									✓		6/8/00	1345
	0006081345 (Dobbs #2)	1	1 liter	✓									✓		6/8/00	1345
	0006081345 (Dobbs #2)	1	1 liter	✓									✓		6/8/00	1345
	0006081345 (Dobbs #2)	1	1 liter	✓									✓		6/8/00	1345

Relinquished by:	Date:	Time:	Received by:	Date:	Time:
Bill Olson	6/8/00	1200			

Relinquished by:	Date:	Time:	Received by:	Date:	Time:

Relinquished by:	Date:	Time:	Received at Laboratory by:	Date:	Time:

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

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID #

ANALYSIS REQUEST

(Circle or Specify Method No.)

MTBE 8021B/602	
BTEX 8021B/602	
TPH 418.1/TX1005	
PAH 8270C	
Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7	
TCLP Metals Ag As Ba Cd Cr Pb Se Hg	
TCLP Volatiles	
TCLP Semi Volatiles	
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 (OCD contract item #24)	
OCD metals (OCD contract item #23)	
Turn Around Time if different from standard	
Hold	

LAB USE ONLY

REMARKS:

Intact Y / N
Headspace Y / N
Temp °
Log-in Review

Carrier #

TraceAnalysis, Inc.
General Terms and Conditions

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 Records

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 acts 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.

Article 10: Miscellaneous Provisions

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.

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2040 S. Rader

Fax #: **(505) 827-8177**

Contact Person: **Bill Olson**

Invoice to: **(if different from above)**

Project #:

Project Name: **Windmill Oil**

Project Location: **Amador Rodriguez**

Sampler Signature: **Will Olson**

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD						SAMPLING	
				WATER	SOIL	AIR	SLUDGE	HCL	HNO3	NaHSO ₄	H ₂ SO ₄	NaOH	ICE	NONE	DATE

0006081415 (Rodriguez)	2	40 ml	✓					✓							6/8/00	1415
0006081415 (Rodriguez)	1	liters	✓												6/8/00	1415
0006081415 (Rodriguez)	1	liters	✓												6/8/00	1415
0006081415 (Rodriguez)	1	gallon	✓					✓							6/8/00	1415

Relinquished by: Will Olson	Date: 6/9/00	Time: 1200	Received by:	Date:	Time:
Relinquished by:	Date:	Time:	Received by:	Date:	Time:
Relinquished by:	Date:	Time:	Received at Laboratory by:	Date:	Time:

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LAB Order ID #

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TCLP Volatiles	
TCLP Semi Volatiles	
TCLP Pesticides	
RCI	
GC-MS Vol. 8260B/624	2
GC/MS Semi. Vol. 8270C/625	1
PCB's 8082/608	
Pesticides 8081A/608	
BOD, TSS, pH	
Gen Chem (OCD contract item #24)	1
OCD metals (OCD contract item #23)	1
Turn Around Time if different from standard	
Hold	

LAB USE ONLY

REMARKS:

Intact Y / N

Headspace Y / N

Temp °

Log-in Review

Carrier #

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2040 S. Pacheco, Santa Fe, NM 87505**

Fax #: **(505) 827-8177**

Contact Person: **Bill Olson**

Invoice to:
(if different from above)

Project #:

Project Location: **Donna Henson**

Project Name: **Windmill Oil**

Sampler Signature: **[Signature]**

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD				SAMPLING	
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TPH 418.1/TX1005	
PAH 8270C	
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TCLP Metals Ag As Ba Cd Cr Pb Se Hg	
TCLP Volatiles	
TCLP Semi Volatiles	
TCLP Pesticides	
RCI	
GC-MS Vol. 8260B/624	2
GC/MS Semi. Vol. 8270C/625	1
PCB's 8082/608	
Pesticides 8081A/608	
BOD, TSS, pH	
Gen Chem. (OCD contract item #24)	1
OCD metals (OCD contract item #23)	1
Turn Around Time if different from standard	
Hold	

Relinquished by: **[Signature]** Date: **6/9/00** Time: **1200**

LAB USE ONLY
Intact: **Y / N**
Headspace: **Y / N**
Temp: **°**
Log-in Review: **_____**

Relinquished by: _____ Date: _____ Time: _____

REMARKS: _____

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

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID # _____

ANALYSIS REQUEST

(Circle or Specify Method No.)

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REMARKS:

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El Paso, Texas 79922-1028
Tel (915) 585-3443
Fax (915) 585-4944
1 (888) 588-3443

TraceAnalysis, Inc.

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID # _____

LAB Order ID #

Company Name:

Phone #:

•	
•	
•	

Address: (Street, City, Zip)

Fax #:

505-827-7154

2025-01-27

Contact Person:

CHICO SPINATA E, PHN 87505
BILL ALSON

1

505-827-8177

Invoice to:

(If different from above)

Project #:


Project Name:

WINDMILL OIL

Project Location:

Ayers Well

Sampler Signature:

Signature: 

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD				SAMPLING	
				WATER	SOIL	AIR	SLUDGE	HCL	HNO3	ICE	NONE	DATE	TIME
	0006081800 (Ayers)	2	1/2 ml	✓				✓		✓		6/8/00	1800
	0006081800 (Ayers)	1	1 liter	✓						✓		6/8/00	1800
	0006081800 (Ayers)	1	1 liter	✓						✓		6/8/00	1800
	0006081800 (Ayers)	1	500 ml	✓						✓		6/8/00	1800

LAB USE ONLY		REMARKS:	
Intact	Y / N		
Headspace	Y / N		
Temp	°		
Log-in Review			
			MTBE 8021B/602
			BTEX 8021B/602
			TPH 418.1/TX1005
			PAH 8270C
			Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7
			TCLP Metals Ag As Ba Cd Cr Pb Se Hg
			TCLP Volatiles
			TCLP Semi Volatiles
			TCLP Pesticides
			RCI
	2	GC-MS Vol. 8260B/624	
	1	GC/MS Semi. Vol. 8270C/625	
		PCB's 8082/608	
		Pesticides 8081A/608	
		BOD, TSS, pH	
	1	GEN CHEM ICPM #24	
	1	OC METALS ICPM #2	
		Turn Around Time if different from standard	
		Hold	

TraceAnalysis , Inc.

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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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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.

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CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID #

505-827-7154

2027 2177

505-827-8177

ne: *Wendy Aili*

Signature: _____

PRESERVATIVE

4

HNO₃
NaHS
H₂SO₄
NaOH
ICE
NONE
DATE

✓	6/18
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25/10

✓	✓	✓
---	---	---

[illegible][illegible]

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[illegible]

Date: _____ Time: _____

Date: Time:

1

REMARKS:

100-in Review

Carrier #

ANALYSIS REQUEST
(Circle or Specify Method No.)

(Circle or Specify Method No.)

MTBE 8021B/602
BTEX 8021B/602
TPH 418.1/TX1005
PAH 8270C
Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7
TCLP Metals Ag As Ba Cd Cr Pb Se Hg
TCLP Volatiles
TCLP Semi Volatiles
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 OGD ITEM #24
OGD METALS ITEM #23

Turn Around Time if different from standard

Hold

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1 (800) 378-1296

TraceAnalysis, Inc.

4725 Ripley Dr., Ste A
El Paso, Texas 79922-1028
Tel (915) 585-3443
Fax (915) 585-4944
1 (888) 588-3443

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID # _____

LAB Order ID #

Company Name: MM O:1 Conservation Division Phone #: (505) 827-7154

Address: (Street, City, Zip)

Address: 2040 S. Padeco, Santa Fe, NM 87505 (Street, City Zip) Fax #: (505) 827-8177

Contact Person:

Bill Olson

Invoice to:
(If different from above)

Project #:

Project Name: 11.11.01

Project Location:

Brian Flowers

Sampler Signature:

Signature: 

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS		
		Volume/Amount		
			MATRIX	PRESERVATIVE METHOD
			WATER	HCL
			SOIL	HNO3
			AIR	NaHSO ₄
			SLUDGE	H ₂ SO ₄
				NaOH
				ICE
				NONE
			DATE	SAMPLING
			TIME	

MTBE 8021B/602

BTEX 8021B/602

TPH 418.1/TX1005

PAH 8270C

Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7

TCLP Metals Ag As Ba Cd Cr Pb Se Hg

TCLP Volatiles

TCLP Semi Volatiles

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 OCD ITEM #2

OCD METALS ITEM #2

Turn Around Time if different from standard

Hold

[illegible]

LAB USE ONLY		REMARKS:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

REMARKS:

LAB USE ONLY

Intact Y / N

Y / N

Temp.

Log-in Review

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

CHART COPY

TraceAnalysis, Inc.
General Terms and Conditions

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 Records

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.

Article 10: Miscellaneous Provisions

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.

6701 Aberdeen Avenue, Ste. 9
Lubbock, Texas 79424
Tel (806) 794-1296
Fax (806) 794-1298
1 (800) 378-1296

TraceAnalysis, Inc.

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Tel (915) 585-3443
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Company Name:

MM Oil Conservation Division

Phone #:

505-827-7154

Address: (Street, City, Zip)

2040 S PACHECO SOUTH E 87505 505-827-8177

Contact Person:

BILL OLSON

Invoice to:

(if different from above)

Project #:

Project Name:

WICHITA OIL

Project Location:

North Flowers

Sampler Signature:

[Signature]

LAB #
(LAB USE ONLY)

FIELD CODE

CONTAINERS

Volume/Amount

WATER
SOIL
AIR
SLUDGE

MATRIX

PRESERVATIVE
METHOD

HCL
HNO3
NaHSO4
H2SO4
NaOH
ICE
NONE

DATE
TIME

MTBE 8021B/602
BTX 8021B/602
TPH 418.1/TX1005
PAH 8270C

Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7

TCLP Metals Ag As Ba Cd Cr Pb Se Hg

TCLP Volatiles

TCLP Semi Volatiles

TCLP Pesticides

RCI

GC-MS Vol. 8260B/624

GC/MS Semi. Vol. 8270C/625

PCB's 8082/608

Pesticides 8081A/608

BOD, TSS, pH

GENCHEM OGD ITEM #24
OGD METALS ITEM #23

Turn Around Time if different from standard

Hold

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID #

ANALYSIS REQUEST

(Circle or Specify Method No.)

Relinquished by: [Signature] Date: 6/9/00 Time: 12:00

Received by:

Date: Time:

Relinquished by: [Signature] Date: 6/9/00 Time: 12:00

Received by:

Date: Time:

Relinquished by: [Signature] Date: 6/9/00 Time: 12:00

Received at Laboratory by:

Date: Time:

LAB USE ONLY

REMARKS:

Intact Y / N

Headspace Y / N

Temp °

Log-in Review

Carrier #

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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.

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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.

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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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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.

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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.

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Fax (806) 794-1298
1 (800) 378-1296

Trace Analysis, Inc.

4725 Ripley Dr., Ste A
El Paso, Texas 79922-1028
Tel (915) 585-3443
Fax (915) 585-4944
1 (888) 588-3443

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID #

Company Name: NM OIL CONSERVATIVES INC Phone #: 545-827-7154

Address: (Street, City, Zip) 2040 S. PACIFIC SOUTH E APTS 505-827-8177 Fax #: 505-827-8177

Contact Person: BILL OLSON

Invoice to: (if different from above)

Project #:

Project Name: WIDDMILL OIL

Project Location:

Jerry Brown

Sampler Signature: X [Signature]

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD				SAMPLING	
				WATER	SOIL	AIR	SLUDGE	HCL	HNO3	NaHSO ₄	H ₂ SO ₄	NaOH	ICE

0006081715 (Brown)	2	40ml	✓					✓					✓		6/6/00	1715
0006081715 (Brown)	1	1 liter	✓										✓		6/6/00	1715
0006081715 (Brown)	1	1 liter	✓										✓		6/6/00	1715
0006081715 (Brown)	1	500ml	✓					✓					✓		6/6/00	1715

ANALYSIS REQUEST

(Circle or Specify Method No.)

MTBE 8021B/602
BTEX 8021B/602
TPH 418.1/TX1005
PAH 8270C
Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7
TCLP Metals Ag As Ba Cd Cr Pb Se Hg
TCLP Volatiles
TCLP Semi Volatiles
TCLP Pesticides
RCI
GC-MS Vol. 8260B/624
GC/MS Semi. Vol. 8270C/625
PCB's 8082/608
Pesticides 8081A/608
BOD, TSS, pH
GFV CHEM OGD ITEM #24
OGD METALS ITEM #23
Turn Around Time if different from standard:
Hold

Relinquished by: [Signature] Date: 6/9/00 Time: 1200 Received by: Date: Time:

Relinquished by: [Signature] Date: 6/9/00 Time: 1200 Received by: Date: Time:

Relinquished by: Date: Time: Received at Laboratory by: Date: Time:

LAB USE ONLY

REMARKS:

Intact Y / N
Headspace Y / N
Temp °
Log-in Review

TraceAnalysis, Inc.
General Terms and Conditions

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 Records

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.

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TraceAnalysis, Inc.

4725 Ripley Dr., Ste A
El Paso, Texas 79922-1028
Tel (915) 585-3443
Fax (915) 585-4944
1 (888) 588-3443

Company Name:

ANA OIL CONSERVATION DIV.

Phone #:

525-827-7154

Address:

(Street, City, Zip)
2040 S. PACHECO SANTA FE NM

Fax #:

525-827-8177

Contact Person:

BILL ALSAR

87565

Invoice to:

(If different from above)

Project #:

Project Name:

WILDMILL OIL

Project Location:

Charles Bradford

Sampler Signature:

Bill Alsar

LAB #
(LAB USE ONLY)

FIELD CODE

CONTAINERS

Volume/Amount

WATER

SOIL

AIR

SLUDGE

HCL

HNO3

NaHSO4

H2SO4

NaOH

ICE

NONE

DATE

TIME

MATRIX

PRESERVATIVE METHOD

SAMPLING

MTBE 8021B/602

BTEX 8021B/602

TPH 418.1/TX1005

PAH 8270C

Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7

TCLP Metals Ag As Ba Cd Cr Pb Se Hg

TCLP Volatiles

TCLP Semi Volatiles

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 OGD ITEM #24
OGD METALS ITEM #23

Turn Around Time if different from standard

Hold

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID #

ANALYSIS REQUEST

(Circle or Specify Method No.)

LAB USE ONLY

Intact Y / N

Headspace Y / N

Temp °

Log-in Review

Carrier #

REMARKS:

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General Terms and Conditions

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- 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.



DESTINATION STATION CITY & STATE

MO	DAY	YEAR	TIME	AM	PM	FORWARDING AGENCY NO.	FORWARDING AGENT'S INITIALS	PICK-UP AGENT I.D.	DELIVERY AGENT I.D.	DESTINATION AGENCY NO.
6	8	00	10:13	X			DL			

902 421 359 4

PAYMENT

$$\frac{L \times W \times H}{200} = \text{DIMENSIONAL WEIGHT (LBS.)}$$

1	64	
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CARTON DESCRIPTION

Teelbert

SHIPPER'S RECEIPT - 1

(NOT NEGOTIABLE) SUBJECT TO TARIFF REGULATIONS LIABILITY: This Carrier will not pay loss damage claims over \$100 per shipment or \$50 per package, whichever is greater, unless a greater value is declared and charges for such greater value paid. Maximum valuation on any one shipment is limited by tariff. (See Tariff for Intransit exceptions). In no event shall the Carrier be liable for consequential or incidental damage for loss, damage or delay.

4701 Aberdeen Avenue, Ste. 9
Lubbock, Texas 79424
Tel (806) 794-1296
Fax (806) 794-1298
1 (800) 378-1296

Trace Analysis, Inc.

4725 Ripley Dr., Ste A
El Paso, Texas 79922-1028
Tel (915) 585-3443
Fax (915) 585-4944
1 (888) 588-3443

Company Name:

N.M. Oil Conservation Division

Phone #:

(505) 827-7154

Address: (Street, City, Zip)

2240 S. Pacheco, Santa Fe, NM 87505 (505) 827-8177

Contact Person:

B. J. Olson

Invoice to:

(if different from above)

Project #:

Project Name:

Windmill Oil

Project Location:

Neel King Well

Sampler Signature:

B. J. Olson

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD						SAMPLING	
				WATER	SOIL	AIR	SLUDGE	HCL	HNO3	NaHSO ₄	H ₂ SO ₄	NaOH	ICE	NONE	DATE

0006071600	Neel King	2	40ml	✓				✓					✓		6/7/00	1600
0006071600	Neel King	1	liter	✓									✓		6/7/00	1600
0006071600	Neel King	1	liter	✓									✓		6/7/00	1600
0006071600	Neel King	1	500ml	✓									✓		6/7/00	1600
0006071600	Neel King	1	40ml	✓									✓		6/7/00	1600

ANALYSIS REQUEST

(Circle or Specify Method No.)

MTBE 8021B/602	
BTEX 8021B/602	
TPH 418.1/TX1005	
PAH 8270C	
Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7	
TCLP Metals Ag As Ba Cd Cr Pb Se Hg	
TCLP Volatiles	
TCLP Semi Volatiles	
TCLP Pesticides	
RCI	
GC-MS Vol. 8260B/624	2
GC/MS Semi. Vol. 8270C/625	1
PCB's 8082/608	
Pesticides 8081A/608	
BOD, TSS, pH	
Gen Chem (OCD contract item #24)	1
OCD metals (OCD contract item #23)	1
Turn Around Time if different from standard	
Hold	

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID #

LAB USE ONLY

REMARKS:

Intact Y / N

Headspace Y / N

Temp °

Log-in Review

Carrier #

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

CHART COPY

TraceAnalysis, Inc.
General Terms and Conditions

Article 1: General

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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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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.

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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.

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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.

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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.

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6701 Aberdeen Avenue, Ste. 300
Lubbock, Texas 79424
Tel (806) 794-1296
Fax (806) 794-1298
1 (800) 378-1296

TraceAnalysis, Inc.

4725 Ripley Dr., Ste A
El Paso, Texas 79922-1028
Tel (915) 585-3443
Fax (915) 585-4944
1 (888) 588-3443

Company Name: IBM Oil Conservation Division

Phone #: (505) 827-7154

2040 S. Pacheco, Santa Fe, NM 87505 Fax #: (505) 827-8177
Address: (Street, City, Zip)
Contact Person: 2-11-1

Contact: 035011: 1511 0/50m

Invoice to:
(If different from above)

Project #:

Project Name: 11.01

Project Location:

Ricky Williams

Sampler Signature:

er Signatur: 

[illegible]

LAB USE ONLY										ANALYSIS REQUEST (Circle or Specify Method No.)									
Intact <u> </u> Y / N <u> </u>										MTBE 8021B/602									
Headspace <u> </u> Y / N <u> </u>										BTEX 8021B/602									
Temp <u> </u> °										TPH 418.1/TX1005									
Log-in Review <u> </u>										PAH 8270C									
REMARKS:										Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7									
										TCLP Metals Ag As Ba Cd Cr Pb Se Hg									
										TCLP Volatiles									
										TCLP Semi Volatiles									
										TCLP Pesticides									
										RCI									
										GC-MS Vol. 8260B/624									
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TraceAnalysis, Inc.

4725 Ripley Dr., Ste A
El Paso, Texas 79922-1028
Tel (915) 585-3443
Fax (915) 585-4944
1 (888) 588-3443

Company Name: NM Oil Conservation Division

Phone #: (505) 827-7154

Address: (Street City, Zip)
2040 S. Richard Smith Rd, NM 87505

Fax #: (505) 827-8177

Contact Person: Bill Olson

Invoice to:
(if different from above)

Project #: _____ Project Name: Windmill Oil

Project Location: R.V. Kerbo Sampler Signature: [Signature]

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD						SAMPLING	
				WATER	SOIL	AIR	SLUDGE		HCL	HNO3	NaHSO ₄	H ₂ SO ₄	NaOH	ICE	NONE

	0006071800 (Kerbo #1)	2	40 ml	✓				✓					✓		6/7/00	1800
	0006071800 (Kerbo #1)	1	liter	✓									✓		6/7/00	1800
	0006071800 (Kerbo #1)	1	liter	✓									✓		6/7/00	1800
	0006071800 (Kerbo #1)	1	500 ml	✓				✓					✓		6/7/00	1800
	0006071830 (Kerbo #2)	2	40 ml	✓									✓		6/7/00	1830
	0006071830 (Kerbo #2)	1	liter	✓									✓		6/7/00	1830
	0006071830 (Kerbo #2)	1	liter	✓									✓		6/7/00	1830
	0006071830 (Kerbo #2)	1	500 ml	✓				✓					✓		6/7/00	1830

Relinquished by: <u>[Signature]</u>	Date: <u>6/8/00</u>	Time: <u>1020</u>	Received by: _____	Date: _____	Time: _____
Relinquished by: _____	Date: _____	Time: _____	Received by: _____	Date: _____	Time: _____
Relinquished by: _____	Date: _____	Time: _____	Received at Laboratory by: _____	Date: _____	Time: _____

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID: # _____

ANALYSIS REQUEST

(Circle or Specify Method No.)

MTBE 8021B/602	
BTEX 8021B/602	
TPH 418.1/TX1005	
PAH 8270C	
Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7	
TCLP Metals Ag As Ba Cd Cr Pb Se Hg	
TCLP Volatiles	
TCLP Semi Volatiles	
TCLP Pesticides	
RCI	
GC-MS Vol. 8260B/624	2
GC/MS Semi. Vol. 8270C/625	1
PCB's 8082/608	
Pesticides 8081A/608	
BOD, TSS, pH	
Gen Chem (OCD contract item #24)	1
OCD metals (OCD contract item #23)	1
Turn Around Time if different from standard	
Hold	

LAB USE ONLY

REMARKS:

Intact Y / N
Headspace Y / N
Temp °
Log-in Review _____
Carrier # _____

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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.

Article 10: Miscellaneous Provisions

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.

6701 Aberdeen Avenue, Ste. 9
Lubbock, Texas 79424
Tel (806) 794-1296
Fax (806) 794-1298
1 (800) 378-1296

TraceAnalysis, Inc.

4725 Ripley Dr., Ste A
El Paso, Texas 79922-1028
Tel (915) 585-3443
Fax (915) 585-4944
1 (888) 588-3443

Company Name: **NM Oil Conservation Division**

Phone #: **(505) 827-7154**

Address: **(Street, City, Zip)**
2040 S. Palo Verde Santa Fe, NM 87505

Fax #: **(505) 827-8177**

Contact Person: **Bill O'Son**

Invoice to:
(if different from above)

Project #:

Project Name: **Win dwill Oil**

Project Location: **Jody Powers**

Sampler Signature: **[Signature]**

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD						SAMPLING	
				WATER	SOIL	AIR	SLUDGE	HCL	HNO3	NaHSO ₄	H ₂ SO ₄	NaOH	ICE	NONE	DATE

0006071645 (Well #1)	2	40 ml	✓	✓				✓					✓		6/7/00	1645
0006071645 (Well #1)	1	1 liter	✓										✓		6/7/00	1645
0006071645 (Well #1)	1	1 liter	✓										✓		6/7/00	1645
0006071645 (Well #1)	1	500 ml	✓					✓					✓		6/7/00	1645
0006071700 (Well #2)	2	10 ml	✓										✓		6/7/00	1700
0006071700 (Well #2)	1	1 liter	✓										✓		6/7/00	1700
0006071700 (Well #2)	1	1 liter	✓										✓		6/7/00	1700
0006071700 (Well #2)	1	1 liter	✓										✓		6/7/00	1700
0006071700 (Well #2)	1	500 ml	✓					✓					✓		6/7/00	1700

Relinquished by: **[Signature]** Date: **6/8/00** Time: **1020**

Relinquished by: _____ Date: _____ Time: _____

Relinquished by: _____ Date: _____ Time: _____

Received by: _____ Date: _____ Time: _____

Received at Laboratory by: _____ Date: _____ Time: _____

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID # _____

ANALYSIS REQUEST

(Circle or Specify Method No.)

- MTBE 8021B/602
- BTEX 8021B/602
- TPH 418.1/TX1005
- PAH 8270C
- Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7
- TCLP Metals Ag As Ba Cd Cr Pb Se Hg
- TCLP Volatiles
- TCLP Semi Volatiles
- 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 (OCD contract item #24)
- OCD metals (OCD contract item #23)

Turn Around Time if different from standard

Hold

LAB USE ONLY

REMARKS:

Intact Y / N

Headspace Y / N

Temp _____ °

Log-in Review _____

Carrier # _____

TraceAnalysis, Inc.
General Terms and Conditions

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 Records

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.

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