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GENERAL CORRESPONDENCE

YEAR(S):

2001



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

Lori Wrotenbery
Director
Oil Conservation Division

July 31, 2001

Mr. James Jones 1007 Gibbs St. Hobbs, New Mexico 88240

RE: WATER WELL SAMPLE ANALYSES

Dear Mr. Jones:

Enclosed you will find a copy of the laboratory analytical results of the water samples that the New Mexico Oil Conservation Division (OCD) obtained from your water well in Hobbs, New Mexico on March 20, 2001. The sample analyses did not detect any petroleum hydrocarbon contaminants in your well water. However, chloride was found to be present in the water at a concentration of 310 mg/l which is in excess of the New Mexico Water Quality Control Commission (WQCC) drinking water standard of 250 mg/l, and the total dissolved solids (TDS) were found to be 1200 mg/l which is in excess of the WQCC standard of 1000 mg/l. In addition, fluoride was found to be present in the water at a concentration of 3.2 mg/l which is in excess of the WQCC drinking water standard of 1.6 mg/l and the nitrates were 12 mg/l which is in excess of the WQCC standard of 10 mg/l.

Nitrate contamination is commonly associated with wastes from household septic tanks. Due to the elevated nature of the nitrates it is likely that the chloride and TDS contamination is also a result of septic tank contamination. Elevated levels of fluoride are also naturally present in ground water in the southeastern New Mexico. Please contact the New Mexico Environment Department if you have questions regarding nitrates and fluoride in ground water as these constituents are not related to oilfield activities.

At the time of OCD's sampling, you stated that this well water is not used for drinking water. Since these constituents are in excess of WQCC standards, the OCD recommends that you do not use this well as a source of drinking water. If you have any questions regarding the laboratory analyses of your water, please feel free to call me at (505) 476-3491.

Sincerely

William C. Olson

Hydrologist

Environmental Bureau

Enclosure

xc w/enclosure:

Chris Williams, OCD Hobbs District Supervisor

Dennis McQuillan, NMED Ground Water Quality Bureau

6701 Aberdeen Avenue, Suite 9 155 McCutcheon, Suite H

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E-Mail: lab@traceanalysis.com

Analytical and Quality Control Report

Bill Olson

OCD

1220 S. Saint Francis Dr. Santa Fe, NM 87504

Report Date:

April 4, 2001

Order ID Number: A01032214

Project Number: N/A

Project Name: Project Location:

Analysis, Inc.

James Jones Water Well

Enclosed are the Analytical Results and Quality Control Data Reports for the following samples submitted to Trace-

			Date	Time	Date
Sample	Description	Matrix	Taken	Taken	Received
167357	0103201345	Water	3/20/01	13:45	3/22/01

These results represent only the samples received in the laboratory. The Quality Control Report is generated on a batch basis. All information contained in this report is for the analytical batch(es) in which your sample(s) were analyzed.

This report consists of a total of 13 pages and shall not be reproduced except in its entirety including the chain of custody (COC), without written approval of TraceAnalysis, Inc.

Dr. Blair Leftwich, Director

Cation-Anion Balance Sheet

Sample #	167357	Date:	4/12/01 MA
Calcium Magnesium Sodium Potassium	Cations ppm 222 41 167 8.31	meq/L 11.0778 3.37389 7.2645 0.2125698	Total Cations 21.9288 in meq/L
Alkalinity Sulfate Chloride Nitrate as N Fluoride	Anions ppm 276 160 410 12 2.8	meq/L 5.52 3.3312 11.5661 0.85668 0.147392	Total Anions 21.4214 in meg/L

Percentage Error

2.34088 % (needs to be <10%)

OTHER INFORMATION

IDS	1200
EC	1900

Measure EC and Cation Sums
Measure EC and Anion Sums
Calculated TDS/Conductivity
Measure TDS and Cation Sums
Measure TDS and Anion Sums

2192.876 Range	should be:	1710	to	2090
2142.1372 Range	should be:	1710	to	2090
0.6315789 Range	should be:	0.55	to	0.77
0.5472266 Range	should be:	0.55	to	0.77
0.5601882 Range	should be:	0.55	to	0.77

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Analytical Report

Sample: 167357 - 0103201345

Analysis: 8260 Analytical Method: S 8260B QC Batch: QC10004 Date Analyzed: 3/25/01 Analyst: JG Preparation Method: E 5030B Prep Batch: PB08593 Date Prepared: 3/25/01

Allalyst. JG	r reparation Method:	E 9090D	Prep Datch:	PD09993	Date Prepared:	3/25/01
Param		Flag	Result	Units	Dilution	RDL
Bromochloromethane			<1.00	$\mu \mathrm{g/L}$	1	1
Dichlorodifluoromethan	ne		< 1.00	$\mu { m g}/{ m L}$	1	1
Chloromethane (methy	l chloride)		< 1.00	$\mu { m g}/{ m L}$	1	1
Vinyl Chloride			< 1.00	$\mu { m g}/{ m L}$	1	1
Bromomethane (methy	l bromide)		< 1.00	$\mu { m g}/{ m L}$	1	1
Chloroethane	,		< 1.00	$\mu { m g}/{ m L}$	1	1
Trichlorofluoromethane	,		< 1.00	$\mu { m g}/{ m L}$	1	1
Acetone			<10.0	$\mu { m g}/{ m L}$	1	10
Iodomethane (methyl i	odide)		< 1.00	$\mu { m g}/{ m L}$	1	1
Carbon Disulfide	,		< 1.00	$\mu { m g}/{ m L}$	1	1
Acrylonitrile			< 1.00	$\mu { m g}/{ m L}$	1	1
2-Butanone (MEK)			< 5.00	$\mu { m g}/{ m L}$	1	5
4-methyl-2-pentanone ((MIBK)		< 5.00	$\mu { m g/L}$	1	5
2-hexanone	,		< 5.00	$\mu { m g}/{ m L}$	1	5
trans 1,4-Dichloro-2-bu	tene		<10.0	$\mu { m g}/{ m L}$	1	10
1,1-Dichloroethene			< 1.00	$\mu { m g}/{ m L}$	1	1
Methylene chloride			< 5.00	$\mu { m g}/{ m L}$	1	5
MTBE			<1.00	$\mu { m g/L}$	1	1
trans-1,2-Dichloroether	ne		< 1.00	$\mu { m g}/{ m L}$	1	1
1,1-Dichloroethane			<1.00	$\mu { m g/L}$	1	1
cis-1,2-Dichloroethene			<1.00	$\mu \mathrm{g/L}$	1	1
2,2-Dichloropropane			<1.00	$\mu \mathrm{g/L}$	1	1
1,2-Dichloroethane (EI	OC)		<1.00	$\mu \mathrm{g/L}$	1	1
Chloroform	, ,		<1.00	$\mu \mathrm{g}/\mathrm{L}$	1	1
1,1,1-Trichloroethane			<1.00	$\mu \mathrm{g}/\mathrm{L}$	1	1
1,1-Dichloropropene			<1.00	$\mu \mathrm{g}/\mathrm{L}$	1	1
Benzene			<1.00	$\mu \mathrm{g/L}$	1	$\overline{1}$
Carbon Tetrachloride			<1.00	$\mu \mathrm{g/L}$	1	1
1,2-Dichloropropane			<1.00	$\mu \mathrm{g}/\mathrm{L}$	1	1
Trichloroethene (TCE)			<1.00	$\mu \mathrm{g}/\mathrm{L}$	1	$\stackrel{-}{1}$
Dibromomethane (met			<1.00	$\mu_{ m g/L} \ \mu_{ m g/L}$	1	1
Bromodichloromethane	,		<1.00	$\mu \mathrm{g}/\mathrm{L}$	1	1
2-Chloroethyl vinyl eth			< 5.00	$\mu \mathrm{g}/\mathrm{L}$	1	5
cis-1,3-Dichloropropene			<1.00	$\mu \mathrm{g}/\mathrm{L}$	1	1
trans-1,3-Dichloroprop			<1.00	$_{ m \mu g/L}^{ m \mu g/L}$	1	1
Toluene	ene		<1.00	$\mu \mathrm{g}/\mathrm{L}$	1	1
1,1,2-Trichloroethane			<1.00	$_{ m \mu g/L}^{ m \mu g/L}$	1	1
1,3-Dichloropropane			<1.00	$_{ m \mu g/L}^{ m \mu g/L}$	1	1
Dibromochloromethane	^		<1.00	$_{ m \mu g/L}^{ m \mu g/L}$	1	1
1,2-Dibromoethane (El			<1.00	$\mu { m g/L} \ \mu { m g/L}$	1	1
Tetrachloroethene (PC	•		<1.00	$ m \mu g/L m \mu g/L$	1	1
,	· L)		<1.00	$_{ m \mu g/L}^{ m \mu g/L}$	1	1
Chlorobenzene 1,1,1,2-Tetrachloroetha			<1.00	$_{ m \mu g/L}^{ m \mu g/L}$	1	1
	me		<1.00		1	1
Ethylbenzene			<1.00 <1.00	$\mu \mathrm{g/L}$	1	1
m,p-Xylene			<1.00 <1.00	$\mu \mathrm{g/L}$	1	1
Bromoform			<1.00 <1.00	$ m \mu g/L \ \mu g/L$	1	1
Styrene			<1.00	$ ho_{ m g/L} \ ho_{ m g/L}$	1	· 1
o-Xylene			\1.00	μ ₈ / μ		$\overline{iontinued \dots}$

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Continued Sample: 167357 Analysis: 8260				
Param Flag	Result	\mathbf{Units}	Dilution	RDL
1,1,2,2-Tetrachloroethane	< 1.00	$\mu { m g/L}$	1	1
2-Chlorotoluene	< 1.00	$\mu { m g}/{ m L}$	1	1
1,2,3-Trichloropropane	< 1.00	$\mu { m g}/{ m L}$	1	1
Isopropylbenzene	< 1.00	$\mu { m g}/{ m L}$	1	1
Bromobenzene	< 1.00	$\mu { m g}/{ m L}$	1	1
n-Propylbenzene	< 1.00	$\mu { m g}/{ m L}$	1	1
1,3,5-Trimethylbenzene	< 1.00	$\mu { m g}/{ m L}$	1	1
tert-Butylbenzene	< 1.00	$\mu { m g}/{ m L}$	1	1
1,2,4-Trimethylbenzene	< 1.00	$\mu { m g}/{ m L}$	1	1
1,4-Dichlorobenzene (para)	< 1.00	$\mu { m g}/{ m L}$	1	1
sec-Butylbenzene	< 1.00	$\mu { m g}/{ m L}$	1	1
1,3-Dichlorobenzene	< 1.00	$\mu { m g}/{ m L}$	1	1
p-Isopropyltoluene	< 1.00	$\mu { m g}/{ m L}$	1	1
4-Chlorotoluene	< 1.00	$\mu { m g}/{ m L}$	1	1
1,2-Dichlorobenzene (ortho)	< 1.00	$\mu { m g}/{ m L}$	1	1
n-Butylbenzene	< 1.00	$\mu { m g}/{ m L}$	1	1
1,2-Dibromo-3-chloropropane	< 5.00	$\mu { m g}/{ m L}$	1	5
1,2,3-Trichlorobenzene	< 5.00	$\mu { m g}/{ m L}$	1	5
1,2,4-Trichlorobenzene	< 5.00	$\mu { m g}/{ m L}$	1	5
Naphthalene	< 5.00	$\mu { m g}/{ m L}$	1	5
Hexachlorobutadiene	< 5.00	$\mu { m g}/{ m L}$	1	5

Surrogate	Flag	Result	Units	Dilution	${ m Spike} \ { m Amount}$	Percent Recovery	Recovery Limits
Dibromofluoromethane		48.37	$\mu { m g/L}$	1	50	. 96	89 - 110
Toluene-d8		50.07	$\mu { m g}/{ m L}$	1	50	100	95 - 107
4-Bromofluorobenzene		42.98	$\mu { m g}/{ m L}$	1	50	85	81 - 105

Sample: 167357 - 0103201345

Analysis: Alkalinity Analytical Method: E 310.1 QC Batch: QC10095 Date Analyzed: 3/29/01 Analyst: RS Preparation Method: N/A Prep Batch: PB08682 Date Prepared: 3/29/01

Param	Flag	Result	Units	Dilution	RDL
Hydroxide Alkalinity		<1.0	mg/L as CaCo3	1	1
Carbonate Alkalinity		< 1.0	mg/L as CaCo3	1	1
Bicarbonate Alkalinity		276	mg/L as CaCo3	1	1
Total Alkalinity		276	mg/L as $CaCo3$	1	1

Sample: 167357 - 0103201345

Analysis: Conductivity Analytical Method: SM 2510B QC Batch: QC10021 Date Analyzed: 3/27/01 Analyst: JS Preparation Method: N/A Prep Batch: PB08610 Date Prepared: 3/27/01

Param	${f Flag}$	Result	Units	Dilution	RDL
Specific Conductance		1900	$\mu { m MHOS/cm}$	1	

Sample: 167357 - 0103201345

Analysis: Ion Chromatography (IC) Analytical Method: E 300.0 QC Batch: QC09959 Date Analyzed: 3/22/01 Analyst: JS Preparation Method: N/A Prep Batch: PB08556 Date Prepared: 3/22/01

N/A

Order Number: A01032214

James Jones



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Param	Flag	Result	Units	Dilution	RDL
CL		410	mg/L	10	0.50
Fluoride		2.8	$\mathrm{mg/L}$	5	0.20
Sulfate		160	m mg/L	5	0.50

Sample: 167357 - 0103201345

Analysis: NO₃ Analytical Method: SM 4500-NO3 E QC Batch: QC10171 4/2/01 Date Analyzed: Analyst: JSPreparation Method: N/A Prep Batch: PB08744 Date Prepared: 4/2/01

Param Flag Result Units Dilution RDLNO3-NO2-N 12 mg/L 50 0.10

Sample: 167357 - 0103201345

Analysis: Salts Analytical Method: E 200.7 QC Batch: QC10033 Date Analyzed: 3/27/01Analyst: LDB Preparation Method: E 3005 A Prep Batch: PB08572 Date Prepared: 3/27/01

Param Units Dilution RDL Flag Result Dissolved Calcium 222 mg/L 1 5 Dissolved Magnesium 1 5 41 mg/LDissolved Potassium 8.31 mg/L1 5 Dissolved Sodium mg/L 1 167 5

Sample: 167357 - 0103201345

Analysis: TDS Analytical Method: E 160.1 QC Batch: QC10043 Date Analyzed: 3/27/01Analyst: JSPreparation Method: Prep Batch: PB08634 Date Prepared: 3/27/01N/A

Units Dilution RDLParam Flag Result Total Dissolved Solids 1200 mg/L 2 10

Sample: 167357 - 0103201345

Analysis: TKN Analytical Method: QC Batch: QC10029 Date Analyzed: 3/27/01E 351.3 PB08618 Date Prepared: 3/27/01Analyst: CGPreparation Method: N/A Prep Batch:

Dilution RDL Param Result Units Flag Total Kjeldahl Nitrogen - N < 4.0mg/L $\overline{1}$ 12.50

167357 - 0103201345 Sample:

Analysis: pHAnalytical Method: E 150.1 QC Batch: QC10059 Date Analyzed: 3/22/01Date Prepared: 3/22/01Analyst: RS Preparation Method: N/A Prep Batch: PB08643

RDLUnits Dilution Param Flag Result рΗ $\overline{7.4}$ s.u. 1

¹Sample run out of holding time.



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Quality Control Report Method Blank

Method Blank

 $\label{eq:QCBatch:equation} QCBatch:$

QC09959

Param	Flag	Results	Units	$egin{array}{c} ext{Reporting} \ ext{Limit} \end{array}$
	1 106			
CL		< 0.5	${ m mg/L}$	0.50
Fluoride		< 0.2	${ m mg/L}$	0.20
Sulfate		< 0.5	m mg/L	0.50

Method Blank

QCBatch:

QC10004

•	,			
				Reporting
Param	Flag	Results	\mathbf{Units}	${f Limit}$
Bromochloromethane		< 1.00	$\mu { m g/L}$	1
Dichlorodifluoromethane		< 1.00	$\mu { m g}/{ m L}$	1
Chloromethane (methyl chloride)		< 1.00	$\mu { m g}/{ m L}$	1
Vinyl Chloride		< 1.00	$\mu { m g}/{ m L}$	1
Bromomethane (methyl bromide)		< 1.00	$\mu { m g}/{ m L}$	1
Chloroethane		< 1.00	$\mu { m g}/{ m L}$	1
Trichlorofluoromethane		< 1.00	$\mu { m g}/{ m L}$	1
Acetone		<10.0	$\mu { m g}/{ m L}$. 10
Iodomethane (methyl iodide)		< 1.00	$\mu { m g}/{ m L}$	1
Carbon Disulfide		< 1.00	$\mu { m g}/{ m L}$	1
Acrylonitrile		< 1.00	$\mu { m g}/{ m L}$	1
2-Butanone (MEK)		< 5.00	$\mu { m g}/{ m L}$	5
4-methyl-2-pentanone (MIBK)		< 5.00	$\mu { m g}/{ m L}$	5
2-hexanone		< 5.00	$\mu { m g}/{ m L}$	5
trans 1,4-Dichloro-2-butene		<10.0	$\mu { m g}/{ m L}$	10
1,1-Dichloroethene		< 1.00	$\mu { m g}/{ m L}$	1
Methylene chloride		< 5.00	$\mu { m g}/{ m L}$	5
MTBE		< 1.00	$\mu { m g}/{ m L}$	1
trans-1,2-Dichloroethene		< 1.00	$\mu { m g}/{ m L}$	1
1,1-Dichloroethane		< 1.00	$\mu { m g}/{ m L}$	1
cis-1,2-Dichloroethene		< 1.00	$\mu { m g}/{ m L}$	1
2,2-Dichloropropane		< 1.00	$\mu { m g}/{ m L}$	1
1,2-Dichloroethane (EDC)		< 1.00	$\mu { m g}/{ m L}$	1
Chloroform		< 1.00	$\mu { m g}/{ m L}$	1
1,1,1-Trichloroethane		< 1.00	$\mu { m g}/{ m L}$	1
1,1-Dichloropropene		< 1.00	$\mu { m g}/{ m L}$	1
Benzene		< 1.00	$\mu { m g}/{ m L}$	1
Carbon Tetrachloride		< 1.00	$\mu { m g}/{ m L}$	1
1,2-Dichloropropane		< 1.00	$\mu { m g}/{ m L}$	1
Trichloroethene (TCE)		< 1.00	$\mu { m g}/{ m L}$	1
Dibromomethane (methylene bromide)		< 1.00	$\mu { m g}/{ m L}$	1
Bromodichloromethane		< 1.00	$\mu { m g}/{ m L}$	1
2-Chloroethyl vinyl ether		< 5.00	$\mu { m g}/{ m L}$	5
cis-1,3-Dichloropropene		< 1.00	$\mu { m g}/{ m L}$	1
trans-1,3-Dichloropropene		< 1.00	$\mu { m g}/{ m L}$	1
Toluene		< 1.00	$\mu { m g}/{ m L}$	1
1,1,2-Trichloroethane		<1.00	$\mu { m g/L}$	1

 $Continued \dots$

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 \dots Continued Reporting Param Flag Results Units Limit 1,3-Dichloropropane < 1.00 $\mu g/L$ $\overline{1}$ Dibromochloromethane < 1.00 1 $\mu \mathrm{g/L}$ 1,2-Dibromoethane (EDB) < 1.00 1 $\mu g/L$ Tetrachloroethene (PCE) < 1.00 $\mu g/L$ 1 Chlorobenzene < 1.00 $\mu g/L$ 1 1,1,1,2-Tetrachloroethane < 1.00 $\mu g/L$ 1 Ethylbenzene < 1.00 1 $\mu g/L$ m,p-Xylene < 1.00 $\mu \mathrm{g/L}$ 1 Bromoform < 1.00 $\mu \mathrm{g/L}$ 1 Styrene < 1.00 $\mu \mathrm{g/L}$ 1 o-Xylene < 1.00 $\mu \mathrm{g/L}$ 1 1,1,2,2-Tetrachloroethane 1 < 1.00 $\mu \mathrm{g/L}$ 2-Chlorotoluene < 1.00 $\mu g/L$ 1 1,2,3-Trichloropropane 1 < 1.00 $\mu g/L$ Isopropylbenzene < 1.00 1 $\mu g/L$ Bromobenzene < 1.00 $\mu g/L$ 1 n-Propylbenzene 1 < 1.00 $\mu g/L$ 1,3,5-Trimethylbenzene < 1.00 $\mu \mathrm{g/L}$ 1 tert-Butylbenzene < 1.00 1 $\mu g/L$ 1,2,4-Trimethylbenzene < 1.00 $\mu \mathrm{g/L}$ 1 1,4-Dichlorobenzene (para) 1 < 1.00 $\mu \mathrm{g/L}$ sec-Butylbenzene < 1.00 $\mu g/L$ 1 1,3-Dichlorobenzene $\mu g/L$ 1 < 1.00 p-Isopropyltoluene < 1.00 $\mu g/L$ 1 4-Chlorotoluene 1 < 1.00 $\mu \mathrm{g/L}$ 1,2-Dichlorobenzene (ortho) < 1.00 $\mu \mathrm{g/L}$ 1 1 n-Butylbenzene < 1.00 $\mu \mathrm{g/L}$ 5 1,2-Dibromo-3-chloropropane < 5.00 $\mu \mathrm{g/L}$ 5 1,2,3-Trichlorobenzene < 5.00 $\mu g/L$ 5 1,2,4-Trichlorobenzene < 5.00 $\mu g/L$ 5 < 5.00 $\mu \mathrm{g/L}$ Naphthalene 5 $\mu \mathrm{g/L}$ Hexachlorobutadiene < 5.00

Surrogate	Flag	Result	Units	Dilution	$egin{array}{c} ext{Spike} \ ext{Amount} \end{array}$	Percent Recovery	$\begin{array}{c} {\rm Recovery} \\ {\rm Limits} \end{array}$
Dibromofluoromethane		45.05	$\mu \mathrm{g/L}$	1	50	90	89 - 110
Toluene-d8		50.25	$\mu { m g}/{ m L}$	1	50	100	95 - 107
4-Bromofluorobenzene		42.28	$\mu { m g}/{ m L}$	1	50	84	81 - 105

Method Blank

QCBatch:

QC10021

				Reporting
Param	Flag	Results	Units	Limit
Specific Conductance		7.3	$\mu { m MHOS/cm}$	

Method Blank

QCBatch:

N/A

Order Number: A01032214 James Jones

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				Reporting
Param	Flag	Results	Units	\mathbf{Limit}
Total Kjeldahl Nitrogen - N		<4.0	${ m mg/L}$	12.50

Method Blank

QCBatch:

 ${\rm QC10033}$

				Reporting
Param	Flag	Results	Units	Limit
Dissolved Calcium	•	< 5.0	mg/L	5
Dissolved Magnesium		< 5.0	$\mathrm{mg/L}$	5
Dissolved Potassium		< 5.0	$\mathrm{mg/L}$	5
Dissolved Sodium		< 5.0	$\mathrm{mg/L}$	5

Method Blank

QCBatch:

QC10043

				Reporting
Param	Flag	Results	Units	\mathbf{Limit}
Total Dissolved Solids		<10	m mg/L	10

Method Blank

QCBatch:

QC10095

				Reporting
Param	Flag	Results	Units	\mathbf{Limit}
Hydroxide Alkalinity		<1.0	mg/L as CaCo3	1
Carbonate Alkalinity		<1.0	mg/L as $CaCo3$	1
Bicarbonate Alkalinity		< 4.0	mg/L as $CaCo3$	1
Total Alkalinity		<4.0	mg/L as $CaCo3$	1

Method Blank

QCBatch:

QC10171

				Reporting
Param	Flag	Results	${ m Units}$	Limit
NO3-NO2-N		< 0.10	mg/L	0.10

Quality Control Report Duplicate Samples

Duplicate

QCBatch:

QC10021

		Duplicate	\mathbf{Sample}				RPD	
Param	Flag	Result	Result	Units	Dilution	RPD	Limit	
Specific Conductance		1462	1500	$\mu { m MHOS/cm}$	1	2	4.6	

Duplicate

QCBatch:

Report Date: April 4, 2001 N/A

Order Number: A01032214 James Jones



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Param	Flag	Duplicate Result	$\begin{array}{c} { m Sample} \\ { m Result} \end{array}$	Units	Dilution	RPD	RPD Limit	
Total Dissolved Solids		2714	2700	mg/L	1	0	20	

Duplicate

QCBatch:

QC10059

		Duplicate	\mathbf{Sample}				RPD	
Param	Flag	Result	Result	Units	Dilution	RPD	Limit	
pН		7.8	7.8	s.u.	1	0	0.99	_

Duplicate

QCBatch:

QC10095

Param	Flag	$\begin{array}{c} { m Duplicate} \\ { m Result} \end{array}$	Sample Result	Units	Dilution	RPD	$\begin{array}{c} \text{RPD} \\ \text{Limit} \end{array}$
Hydroxide Alkalinity		<1.0	<1.0	mg/L as CaCo3	1	0	7
Carbonate Alkalinity		< 1.0	< 1.0	mg/L as CaCo3	1	0	7
Bicarbonate Alkalinity		224	220	mg/L as CaCo3	1	1	7
Total Alkalinity		224	220	mg/L as CaCo3	1	1	7

Quality Control Report Lab Control Spikes and Duplicate Spikes

Laboratory Control Spikes

QCBatch:

QC09959

					Spike					
	LCS	LCSD			Amount	Matrix			% Rec	RPD
Param	Result	Result	Units	Dil.	\mathbf{Added}	Result	$\% \ \mathrm{Rec}$	RPD	Limit	Limit
$\overline{ ext{CL}}$	11.57	11.59	mg/L	1	12.50	< 0.5	92	0	90 - 110	20
Fluoride	2.33	2.35	$\mathrm{mg/L}$	1	2.50	< 0.2	93	0	90 - 110	20
Nitrate-N	2.38	2.38	mg/L	1	2.50	< 0.2	95	0	90 - 110	20
Sulfate	11.74	11.79	mg/L	1	12.50	< 0.5	93	0	90 - 110	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Laboratory Control Spikes

QCBatch:

QC10004

					$_{ m Spike}$					
	LCS	LCSD			Amount	Matrix			$\% \mathrm{Rec}$	RPD
Param	Result	Result	Units	Dil.	Added	Result	% Rec	RPD	$_{ m Limit}$	Limit
1,1-Dichloroethene	102	109	$\mu \mathrm{g/L}$	1	100	<1.00	102	6	71 - 132	20
Benzene	101	104	$\mu { m g}/{ m L}$	1	100	< 1.00	101	2	81 - 114	20
Trichloroethene (TCE)	90	92	$\mu { m g}/{ m L}$	1	100	< 1.00	90	2	79 - 111	20
Toluene	99	102	$\mu { m g}/{ m L}$	1	100	< 1.00	99	2	81 - 110	20
Chlorobenzene	96	99	$\mu { m g/L}$	1	100	<1.00	96	3	88 - 112	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Surrogate	LCS Result	$\begin{array}{c} \mathrm{LCSD} \\ \mathrm{Result} \end{array}$	Units	Dilution	Spike Amount	LCS % Rec	LCSD % Rec	Recovery Limits
Dibromofluoromethane	46.34	46.45	$\mu \mathrm{g}/\mathrm{L}$	1	50	92	92	89 - 110

Continued ...

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Surrogate	$\begin{array}{c} ext{LCS} \\ ext{Result} \end{array}$	$\begin{array}{c} \text{LCSD} \\ \text{Result} \end{array}$	Units	Dilution	Spike Amount	LCS % Rec	LCSD % Rec	Recovery Limits
Toluene-d8	50.16	50.33	$\mu { m g/L}$	1	50	100	100	95 - 107
4-Bromofluorobenzene	44.75	44.37	$\mu { m g}/{ m L}$	1	50	89	88	81 - 105

Laboratory Control Spikes

QCBatch:

QC10029

					$_{ m Spike}$					
	LCS	LCSD			Amount	Matrix			$\% \mathrm{Rec}$	RPD
Param	Result	Result	Units	Dil.	\mathbf{Added}	Result	$\%~{ m Rec}$	RPD	$_{ m Limit}$	$_{ m Limit}$
Total Kjeldahl Nitrogen - N	48.2	49.0	mg/L	1	50	<4.0	96	1	85 - 115	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Laboratory Control Spikes

QCBatch:

QC10033

					Spike					
	LCS	LCSD			Amount	Matrix			$\%~{ m Rec}$	RPD
Param	Result	Result	Units	Dil.	Added	Result	% Rec	RPD	Limit	$_{ m Limit}$
Dissolved Calcium	1093	1106	mg/L	1	1000	< 5.0	109	1	75 - 125	20
Dissolved Magnesium	1055	1074	$\mathrm{mg/L}$	1	1000	< 5.0	105	1	75 - 125	20
Dissolved Potassium	1011	1026	mg/L	1	1000	< 5.0	101	1	75 - 125	20
Dissolved Sodium	1067	1084	mg/L	1	1000	< 5.0	106	1	75 - 125	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Laboratory Control Spikes

QCBatch:

QC10171

					Spike					
	LCS	LCSD			Amount	Matrix			% Rec	RPD
Param	Result	Result	$_{ m Units}$	Dil.	\mathbf{Added}	Result	$\% \ \mathrm{Rec}$	RPD	Limit	Limit
NO3-NO2-N	0.139	0.168	mg/L	1	0.16	< 0.10	86	18	85 - 115	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Quality Control Report Matrix Spikes and Duplicate Spikes

Matrix Spikes

QCBatch:

QC09959

	MS	MSD			$egin{array}{c} ext{Spike} \ ext{Amount} \end{array}$	Matrix			% Rec	RPD
Param	Result	Result	Units	Dil.	Added	Result	$\%~{ m Rec}$	RPD	Limit	Limit
$\overline{ ext{CL}}$	2 828.65	838.5	mg/L	1	625	240	94	1	52 - 131	20
Fluoride	131.50	125.33	$\mathrm{mg/L}$	1	125	13	94	5	80 - 113	20
Sulfate	2145.62	2158.31	mg/L	1	625	1600	87	2	71 - 121	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Matrix Spikes

QCBatch:

²I spiked the *50 dilution for 167359, but reported the *10 dilution. The correct %EA = 89.

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James Jones

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					Spike					
	MS	MSD			Amount	Matrix			$\%~{ m Rec}$	RPD
Param	Result	Result	Units	Dil.	Added	Result	$\%~{ m Rec}$	RPD	Limit	Limit
Total Kjeldahl Nitrogen - N	50.4	3 35.6	mg/L	1	50		100	34	57 - 131	20
Total Kjeldahl Nitrogen - N	50.4	4 35.6	$\mathrm{mg/L}$	1	50	< 4.0	100	34	57 - 131	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Matrix Spikes

QCBatch:

QC10033

					Spike					
	MS	MSD			Amount	Matrix			$\% { m Rec}$	RPD
Param	Result	Result	Units	Dil.	Added	Result	$\%~{ m Rec}$	RPD	\mathbf{Limit}	Limit
Dissolved Calcium	1190	1306	mg/L	1	1000	190	100	10	75 - 125	20
Dissolved Magnesium	1288	1406	${ m mg/L}$	1	1000	322	96	11	75 - 125	20
Dissolved Potassium	1000	1086	mg/L	1	1000	41.1	95	8	75 - 125	20
Dissolved Sodium	1260	1346	mg/L	1	1000	326	93	8	75 - 125	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Matrix Spikes

QCBatch:

QC10171

					$_{ m Spike}$					
	MS	MSD			Amount	Matrix			$\%~{ m Rec}$	RPD
Param	Result	Result	Units	Dil.	Added	Result	$\%~{ m Rec}$	RPD	Limit	Limit
NO3-NO2-N	0.158	0.170	mg/L	1	0.16	< 0.10	98	7	53 - 150	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Quality Control Report Continuing Calibration Verification Standards

CCV (1)

QCBatch:

QC09959

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Bromide		m mg/L	2.50	2.27	90	90 - 110	3/22/01
CL		m mg/L	12.50	11.69	93	90 - 110	3/22/01
Fluoride		m mg/L	2.50	2.36	94	90 - 110	3/22/01
Nitrate-N		m mg/L	2.50	2.38	95	90 - 110	3/22/01
Sulfate		${ m mg/L}$	12.50	11.95	95	90 - 110	3/22/01

ICV (1)

QCBatch:

³RPD on MS/MSD too high. LCS/LCSD show that the method was in control. Data flagged.

⁴RPD on MS/MSD too high. LCS/LCSD show that the method was in control. Data flagged.

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Param	Flag	${ m Units}$	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	$\begin{array}{c} \text{Date} \\ \text{Analyzed} \end{array}$
Bromide		mg/L	2.50	2.33	93	90 - 110	3/22/01
CL		m mg/L	12.50	11.57	92	90 - 110	3/22/01
Fluoride		${ m mg/L}$	2.50	2.41	96	90 - 110	3/22/01
Nitrate-N		${ m mg/L}$	2.50	2.38	95	90 - 110	3/22/01
Sulfate		m mg/L	12.50	11.81	94	90 - 110	3/22/01

CCV (1)

QCBatch:

QC10004

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Vinyl Chloride		$\mu \mathrm{g/L}$	100	103	103	-	3/25/01
1,1-Dichloroethene		$\mu { m g}/{ m L}$	100	114	114	80 - 120	3/25/01
Chloroform		$\mu { m g}/{ m L}$	100	99	99	_	3/25/01
1,2-Dichloropropane		$\mu { m g}/{ m L}$	100	102	102	-	3/25/01
Toluene		$\mu { m g}/{ m L}$	100	100	100	80 - 120	3/25/01
Chlorobenzene		$\mu { m g}/{ m L}$	100	99	99	80 - 120	3/25/01
Ethylbenzene		$\mu { m g}/{ m L}$	100	98	98	-	3/25/01
Dibromofluoromethane		$\mu { m g}/{ m L}$	50	45.99	91	80 - 120	3/25/01
Toluene-d8		$\mu { m g}/{ m L}$	50	49.96	99	80 - 120	3/25/01
4-Bromofluorobenzene		$\mu { m g}/{ m L}$	50	48.84	97	80 - 120	3/25/01

CCV (1)

QCBatch:

QC10021

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	$egin{aligned} ext{Date} \ ext{Analyzed} \end{aligned}$
1 (11 (1111	riag	Onto	Conc.	Conc.	1tccovc1 y	DIIII 03	Tillalyzed
Specific Conductance		$\mu \mathrm{MHOS/cm}$	1413	1370	96	90 - 110	3/27/01

ICV (1)

QCBatch:

QC10021

			CCVs	CCVs	CCVs	Percent	
			True	Found	Percent	Recovery	Date
Param	Flag	Units	Conc.	Conc.	Recovery	Limits	Analyzed
Specific Conductance		$\mu \mathrm{MHOS/cm}$	1413	1387	98	90 - 110	3/27/01

CCV (1)

QCBatch:

			CCVs	CCVs	CCVs	Percent	
			True	\mathbf{Found}	$\operatorname{Percent}$	Recovery	Date
Param	Flag	Units	Conc.	Conc.	Recovery	Limits	Analyzed
Total Kjeldahl Nitrogen - N		m mg/L	5	4.48	89	80 - 120	3/27/01

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ICV (1)

QCBatch:

QC10029

			CCVs True	${ m CCVs}$ Found	$rac{ ext{CCVs}}{ ext{Percent}}$	Percent Recovery	Date
Param	Flag	Units	Conc.	Conc.	Recovery	Limits	Analyzed
Total Kjeldahl Nitrogen - N		$\mathrm{mg/L}$	5	4.65	93	80 - 120	3/27/01

CCV (1)

QCBatch:

QC10033

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Dissolved Calcium		$\mathrm{mg/L}$	25	27.1	108	75 - 125	3/27/01
Dissolved Magnesium		m mg/L	25	25.4	101	75 - 125	3/27/01
Dissolved Potassium		${ m mg/L}$	25	23.4	93	75 - 125	3/27/01
Dissolved Sodium		$\mathrm{mg/L}$	25	25.0	100	75 - 125	3/27/01

ICV (1)

QCBatch:

QC10033

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Dissolved Calcium		mg/L	25	25.8	103	75 - 125	3/27/01
Dissolved Magnesium		${ m mg/L}$	25	25.6	102	75 - 125	3/27/01
Dissolved Potassium		${ m mg/L}$	25	23.8	95	75 - 125	3/27/01
Dissolved Sodium		${ m mg/L}$	25	24.9	99	75 - 125	3/27/01

CCV (1)

QCBatch:

QC10043

			CCVs	CCVs	CCVs	Percent	
			True	Found	Percent	Recovery	Date
Param	Flag	Units	Conc.	Conc.	Recovery	Limits	Analyzed
Total Dissolved Solids		mg/L	1000	919	91	90 - 110	3/27/01

ICV (1)

QCBatch:

QC10043

			CCVs	CCVs	CCVs	Percent	
			True	Found	Percent	Recovery	Date
Param	Flag	\mathbf{Units}	Conc.	Conc.	Recovery	Limits	Analyzed
Total Dissolved Solids		mg/L	1000	$9\overline{15}$	91	90 - 110	3/27/01

CCV (1)

QCBatch:

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			$rac{ ext{CCVs}}{ ext{True}}$	$\begin{array}{c} \text{CCVs} \\ \text{Found} \end{array}$	${ m CCVs} \ { m Percent}$	Percent Recovery	\cdot Date
Param	Flag	Units	Conc.	Conc.	Recovery	Limits	Analyzed
pH		s.u.	7	7.1	101	-0.1 s.u +0.1 s.u.	3/22/01

ICV (1)

QCBatch:

QC10059

			CCVs	CCVs	CCVs	Percent	
			True	Found	$\operatorname{Percent}$	Recovery	Date
Param	Flag	$_{ m Units}$	Conc.	Conc.	Recovery	Limits	Analyzed
рН		s.u.	7	7.1	101	-0.1 s.u +0.1 s.u.	3/22/01

CCV (1)

QCBatch:

QC10095

			${ m CCVs} \ { m True}$	${ m CCVs}$ ${ m Found}$	${ m CCVs} \ { m Percent}$	Percent Recovery	Date
Param	Flag	\mathbf{Units}	Conc.	Conc.	Recovery	Limits	Analyzed
Hydroxide Alkalinity		mg/L as $CaCo3$	0	<1.0	0	90 - 110	3/29/01
Carbonate Alkalinity		mg/L as $CaCo3$	0	228	0	90 - 110	3/29/01
Bicarbonate Alkalinity		mg/L as $CaCo3$	0	8.0	0	90 - 110	3/29/01
Total Alkalinity		mg/L as $CaCo3$	250	236	94	90 - 110	3/29/01

ICV (1)

QCBatch:

QC10095

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	$\begin{array}{c} \text{Date} \\ \text{Analyzed} \end{array}$
Hydroxide Alkalinity	1 lag	mg/L as CaCo3	0	<1.0	0	90 - 110	$\frac{3/29/01}{3/29/01}$
Carbonate Alkalinity		mg/L as CaCo3	0	232	0	90 - 110	3/29/01
Bicarbonate Alkalinity		mg/L as $CaCo3$	0	8.0	0	90 - 110	3/29/01
Total Alkalinity		mg/L as $CaCo3$	250	240	96	90 - 110	3/29/01

CCV (1)

QCBatch:

QC10171

			$rac{ ext{CCVs}}{ ext{True}}$	CCVs Found	${ m CCVs} \ { m Percent}$	Percent Recovery	Date
Param	Flag	Units	Conc.	Conc.	Recovery	Limits	Analyzed
NO3-NO2-N		$\mathrm{mg/L}$	0.16	0.173	108	85 - 115	4/2/01

ICV (1)

QCBatch:

			CCVs	CCVs	CCVs	Percent	
			True	Found	Percent	Recovery	Date
Param	Flag	Units	Conc.	Conc.	Recovery	Limits	$\mathbf{Analyzed}$
NO3-NO2-N		m mg/L	0.16	0.181	113	85 - 115	4/2/01

167337

Turn Around Time ent from standard CHAIN-OF-CUSTODY AND ANALYSIS REQUEST HOLO332M BOD' Pesticides 8081A/608 Circle or Specify Method No.) **ANALYSIS REQUEST** Q REMARKS: LAB Order ID #_ プイナ3 Z / ≻ LAB USE ONLY Log-in Review (M) TCLP Metals Ag As Ba Cd Cr Pb Se Hg N E Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7 Headsbace Carrier #_ Intact Temp BTEX 8021B/602 8051B/602 **BATM** SX8110/pe/ SAMPLING 1345 TIME 4725 Ripley Dr., Ste A El Paso, Texas 79922-1028 Tel (915) 585-3443 Fax (915) 585-4944 1 (888) 588-3443 OPIGINAL COPY **3TAQ** 79/5-965 6 Phone #: (505) 476-349 Jones **MONE ESERVATIVE** ICE Time: METHOD 7 10.000 NaOH James [†]OS^zH Submittal of samples constitutes agreement to Terms and Conditions listed on reverse $^{m{G}}$ ide of C.O.C. Sampler Signature NaHSO₄ TraceAnalysis, Inc. Date: (505) Project Name: HNO3 HCF Fax #: STADGE MATRIX AIA 800 TIOS **A3TAW** <u>ک</u> Received by: Received by: 200% Z Z ived InuomA\amuloV N. # CONTAINERS 1000 4/2 Company Name: N.M. Oil Conservether Time: Time. Time: 2 FIELD CODE 010320 1395 (Street, City, Zip) 3/4/01 0/03201345 1673870103 20 1345 Date: 6701 Aberdeen Avenue, Ste. 9 Lubbock, Texas 79424 Tel (806) 794-1296 Fax (806) 794-1298 1 (800) 378-1296 Invoice to: (If different from above) Project Location: , Relinquished by: Relinquished by: Contact Person: Relinguished, (LAB USE) Address: Project #: LAB# 27

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
- 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.

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.