1R -

# 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

August 10, 2001

Mr. Charles Oldaker P.O. Box 1274 Hobbs, New Mexico 88240

RE: WATER WELL SAMPLE ANALYSES

Dear Mr. Oldaker:

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, total dissolved solids (TDS) were found to be 1100 mg/l which is slightly above the New Mexico Water Quality Control Commission (WQCC) drinking water standard of 1000 mg/l, the fluoride concentrations were 2.0 mg/l which is in excess of the WQCC drinking water standard of 1.6 mg/l and the nitrates were 8.9 mg/l which is elevated over natural ground water concentrations but below the WQCC standard of 10 mg/l. In addition, low levels of tetrachloroethene, a chlorinated solvent, was found to be present at a concentration of 2.24 mg/l which is below the WQCC standard of 20 mg/l.

Nitrate contamination is commonly associated with wastes from household septic tanks. Due to the elevated nature of the nitrates, it is possible that the TDS and tetrachloroethene contamination are also a result of septic tank contamination. To date the OCD has not found tetrachloroethene associated with contamination from oil and gas production sites. 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, tetrachloroethene 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 some of 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

cc w/enclosure:

Chris Williams, OCD Hobbs District Supervisor

Dennis McQuillan, NMED Ground Water Quality Bureau

6701 Aberdeen Avenue, Suite 9 155 McCutcheon, Suite H

Lubbock, Texas 79424 El Paso, Texas 79932

800 • 378 • 1296 888 • 588 • 3443

806 • 794 • 1296 915 • 585 • 3443 FAX 806 • 794 • 1298 FAX 915 • 585 • 4944

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: A01032215

Project Number: N/A

Project Name:

Charles Oldaker

Project Location:

Water Well

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

			Date	Time	Date
Sample	Description	Matrix	Taken	Taken	Received
167358	0103201440	Water	3/20/01	14:40	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 #	167358	Date:	4/12/01 MA
Calcium Magnesium Sodium Potassium	Cations ppm 196 38.5 178 8.4	meq/L 9.7804 3.168165 7.743 0.214872	Total Cations 20.9064 in meq/L
Alkalinity Sulfate Chloride Nitrate as N Fluoride	Anions ppm  312 300 220 8.9 2	meq/L 6.24 6.246 6.2062 0.635371 0.10528	Total Anions 19.4329 in meq/L

Percentage Error

7.30596 %

(needs to be <10%)

## OTHER INFORMATION

TDS	1100
EC	1800

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

	Range should be:	1620	to	1980
1943.2851	Range should be:	1620	to	1980
0.6111111	Range should be:	0.55	to	0.77
0.5261537	Range should be:	0.55	to	0.77
0.5660518	Range should be:	0.55	to	0.77



Page Number: 2 of 13 Water Well

## **Analytical Report**

Sample: 167358 - 0103201440

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

Parame	•		•		•	, ,
Dichlorodifluoromethane	Param	Flag	Result	Units	Dilution	RDL
Chloromethane (methyl chloride) $< 1.00  \mu g/L  1  1$ Ninyl Chloride $< 1.00  \mu g/L  1  1$ Bromomethane (methyl bromide) $< 1.00  \mu g/L  1  1$ Bromomethane (methyl bromide) $< 1.00  \mu g/L  1  1$ Chloroethane $< 1.00  \mu g/L  1  1$ Chloroethane $< 1.00  \mu g/L  1  1$ Acctone $< 1.00  \mu g/L  1  1$ Acctone $< 1.00  \mu g/L  1  1$ Carbon Disulfide $< 1.00  \mu g/L  1  1$ 2-Butanone (MEK) $< 5.00  \mu g/L  1  1$ 2-Butanone (MEK) $< 5.00  \mu g/L  1  1$ 2-Butanone (MEK) $< 5.00  \mu g/L  1  5$ 4-methyl-2-pentanone (MIBK) $< 5.00  \mu g/L  1  1$ 5-pentanone (MIBK) $< 5.00  \mu g/L  1  1$ 6-pentanone (MIBK) $< 5.00  \mu g/L  1  1$ 7-pentanone	Bromochloromethane		<1.00	$\mu \mathrm{g/L}$	1	1
Chloromethane (methyl chloride)	Dichlorodifluoromethane		< 1.00		1	1
Bromonethane (methyl bromide)	Chloromethane (methyl chloride)		< 1.00		1	1
Bromonethane (methyl bromide)	Vinyl Chloride		< 1.00	$\mu { m g}/{ m L}$	1	1
Chloroethane         <1.00         µg/L         1         1           Trichlorofluoromethane         <1.00         µg/L         1         1           Acetone         <10.0         µg/L         1         1           Carbon Disulfide         <1.00         µg/L         1         1           Carbon Disulfide         <1.00         µg/L         1         1           Acrylonicile         <1.00         µg/L         1         1           2-baxanone         <5.00         µg/L         1         5           2-bexanone         <1.00         µg/L         1         5           2-bexanone         <1.00         µg/L         1         1           1-Dichloroethane         <1.00         µg/L         1         1           1-Dichloroethane         <1.00         µg/L         1         1           1-Dichloroethane         <1.00         µg/L         1         1           1-Dichloroethane (EDC)	Bromomethane (methyl bromide)		< 1.00		1	1
Trichlorofluoromethane	Chloroethane		< 1.00		1	1
Acetone   <   <   <   <   <   <   <   <   <	Trichlorofluoromethane		< 1.00		1	1
Carbon Disulfide         <1.00	Acetone ·		<10.0		1	10
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	Iodomethane (methyl iodide)		< 1.00	$\mu { m g}/{ m L}$	1	1
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	Carbon Disulfide		< 1.00	$\mu { m g}/{ m L}$	1	1
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	Acrylonitrile		< 1.00	$\mu { m g}/{ m L}$	1	1
2-hexanone         <5.00	2-Butanone (MEK)		< 5.00	$\mu { m g}/{ m L}$	1	5
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	4-methyl-2-pentanone (MIBK)		< 5.00	$\mu { m g}/{ m L}$	1	5
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	2-hexanone		< 5.00	$\mu { m g}/{ m L}$	1	5
Methylene chloride $<5.00$ $\mu g/L$ 1         5           MTBE         <1.00	trans 1,4-Dichloro-2-butene		<10.0	$\mu { m g}/{ m L}$	1	10
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	1,1-Dichloroethene		< 1.00	$\mu { m g}/{ m L}$	1	1
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	Methylene chloride		< 5.00		1	5
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	MTBE		< 1.00	$\mu { m g}/{ m L}$	1	1
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	trans-1,2-Dichloroethene		< 1.00	$\mu { m g}/{ m L}$	1	1
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	1,1-Dichloroethane		< 1.00		1	1
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	cis-1,2-Dichloroethene		< 1.00		1	1
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	2,2-Dichloropropane		< 1.00	$\mu { m g}/{ m L}$	1	1
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	1,2-Dichloroethane (EDC)		< 1.00	$\mu { m g}/{ m L}$	1	1
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	Chloroform		< 1.00	$\mu { m g/L}$	1	1
Benzene         <1.00 $\mu g/L$ 1         1           Carbon Tetrachloride         <1.00	1,1,1-Trichloroethane		< 1.00	$\mu { m g}/{ m L}$	1	1
Carbon Tetrachloride $<1.00$ $\mu g/L$ 1         1,2-Dichloropropane $<1.00$ $\mu g/L$ 1         1 Trichloroethene (TCE) $<1.00$ $\mu g/L$ 1         Dibromomethane (methylene bromide) $<1.00$ $\mu g/L$ 1         Bromodichloromethane $<1.00$ $\mu g/L$ 1         2-Chloroethyl vinyl ether $<5.00$ $\mu g/L$ 1 $2$ -Chloropethyl vinyl ether $<1.00$ $\mu g/L$ 1 $2$ -Chloropethyl vinyl ether $<1.00$ $\mu g/L$ 1 $2$ -Chloropethyl vinyl ether $<1.00$ $\mu g/L$ 1 $1$ $1$ $1$ $1$ $2$ -Chloropethyl vinyl ether $<1.00$ $\mu g/L$ $1$ $1$ $1$ $1$ $1$ $1$ $1$ $1$ $1$	1,1-Dichloropropene			$\mu { m g}/{ m L}$	1	1
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	Benzene				1	1
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	Carbon Tetrachloride			$\mu { m g}/{ m L}$	1	1
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	1,2-Dichloropropane			$\mu { m g}/{ m L}$	1	1
$\begin{array}{cccccccccccccccccccccccccccccccccccc$				$\mu { m g}/{ m L}$	1	1
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	( "				1	1
$\begin{array}{cccccccccccccccccccccccccccccccccccc$				$\mu { m g}/{ m L}$	1	1
$\begin{array}{cccccccccccccccccccccccccccccccccccc$					1	5
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	· • •			$\mu { m g}/{ m L}$	1	1
$\begin{array}{cccccccccccccccccccccccccccccccccccc$				$\mu \mathrm{g}/\mathrm{L}$		
$\begin{array}{cccccccccccccccccccccccccccccccccccc$				$\mu { m g}/{ m L}$		
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$					1	1
$\begin{array}{cccccccccccccccccccccccccccccccccccc$					1	1
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$					1	1
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	1,2-Dibromoethane (EDB)			$\mu { m g/L}$	1	1
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Tetrachloroethene (PCE)			$\mu { m g}/{ m L}$	1	1
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Chlorobenzene		< 1.00	$\mu { m g}/{ m L}$	1	1
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	1,1,1,2-Tetrachloroethane		< 1.00	$\mu { m g}/{ m L}$	1	1
Bromoform $<1.00$ $\mu g/L$ 1       1         Styrene $<1.00$ $\mu g/L$ 1       1	Ethylbenzene		< 1.00	$\mu { m g}/{ m L}$	1	1
Styrene $<1.00$ $\mu \mathrm{g/L}$ 1						1
, 0,	Bromoform					1
o-Xylene $<1.00$ $\mu\mathrm{g/L}$ 1 1	Styrene					1
	o-Xylene		<1.00	$\mu \mathrm{g/L}$	1	1

 $Continued \dots$ 

Réport Date: April 4, 2001 N/A



Order Number: A01032215 Charles Oldaker



Page Number: 3 of 13 Water Well

Continued Sample: 167358 Analysis:				<b></b>	
Param	Flag	Result	Units	Dilution	RDL
1,1,2,2-Tetrachloroethane		<1.00	$\mu { m g}/{ m L}$	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	$\mu \mathrm{g}/\mathrm{L}$	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	Spike Amount	Percent Recovery	Recovery Limits
Dibromofluoromethane		48.99	$\mu \mathrm{g/L}$	1	50	97	89 - 110
Toluene-d8		50.37	$\mu { m g}/{ m L}$	1	50	100	95 - 107
4-Bromofluorobenzene		43.56	$\mu { m g}/{ m L}$	1	50	87	81 - 105

Sample: 167358 - 0103201440

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

Param	$\operatorname{Flag}$	$\operatorname{Result}$	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		312	mg/L as CaCo3	1	1
Total Alkalinity		312	mg/L as $CaCo3$	1	1

Sample: 167358 - 0103201440

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

Sample: 167358 - 0103201440

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

Réport Date: April 4, 2001  $\mbox{N/A}$ 



Order Number: A01032215 Charles Oldaker



Page Number: 4 of 13 Water Well

Param	Flag	Result	Units	Dilution	RDL
$\overline{\mathrm{CL}}$		220	m mg/L	5	0.50
Fluoride		2.0	${ m mg/L}$	5	0.20
Sulfate		300	m mg/L	10	0.50

Sample:	167358 -	0103201440
---------	----------	------------

Analysis:	NO3	Analytical Method:	SM 4500-NO3 E	QC Batch:	QC10171	Date Analyzed:	4/2/01
		Preparation Method:				Date Prepared:	

Param	Flag	Result	Units	Dilution	RDL
NO3-NO2-N		8.9	m mg/L	50	0.10

### Sample: 167358 - 0103201440

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

Param	Flag	Result	Units	Dilution	RDL
Dissolved Calcium		196	mg/L	1	5
Dissolved Magnesium		38.5	$\mathrm{mg/L}$	1	5
Dissolved Potassium		8.4	$\mathrm{mg/L}$	1	5
Dissolved Sodium		178	m mg/L	1	5

### Sample: 167358 - 0103201440

Analysis:	TDS	Analytical Method:	$\to 160.1$	QC Batch:	QC10043	Date Analyzed:	3/27/01
Analyst:	$_{ m JS}$	Preparation Method:	N/A	Prep Batch:	PB08634	Date Prepared:	3/27/01

Param	Flag	Result	Units	Dilution	RDL
Total Dissolved Solids		1100	m mg/L	2	10

### Sample: 167358 - 0103201440

Analysis:	TKN	Analytical Method:	$\to 351.3$	QC Batch:	QC10029	Date Analyzed:	3/27/01
Analyst:	CG	Preparation Method:	N/A	Prep Batch:	PB08618	Date Prepared:	3/27/01

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

#### Sample: 167358 - 0103201440

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

Param	$\operatorname{Flag}$	Result	Units	Dilution	RDL
рН	1	7.5	s.u.	1	1

<sup>&</sup>lt;sup>1</sup>Sample run out of holding time

Page Number: 5 of 13 Water Well

## Quality Control Report Method Blank

Method Blank

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

QC09959

				Reporting
Param	$\operatorname{Flag}$	Results	${f Units}$	Limit
$\overline{\mathrm{CL}}$		< 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

v	,			
		•		Reporting
Param	$\operatorname{Flag}$	Results	Units	$\operatorname{Limit}$
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	$\mu { m g/L}$	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	$\mu { m g}/{ m L}$	11
				Continued

 $Continued \dots$ 

Page Number: 6 of 13 Water Well

 $\dots Continued$ 

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

Surrogate	Flag	Result	Units	Dilution	$egin{array}{c}  ext{Spike} \  ext{Amount} \end{array}$	Percent Recovery	Recovery Limits
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:

 ${\rm QC}10021$ 

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

Method Blank

QCBatch:

Report Date: April 4, 2001  $\mbox{N/A}$ 



#### Order Number: A01032215 Charles Oldaker



Page Number: 7 of 13 Water Well

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

Method Blank

QCBatch:

QC10033

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

Method Blank

QCBatch:

QC10043

				Reporting
Param	Flag	Results	Units	Limit
Total Dissolved Solids		<10	m mg/L	10

Method Blank

QCBatch:

QC10095

				Reporting
Param	$\operatorname{Flag}$	Results	${ m Units}$	$\operatorname{Limit}$
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	$\operatorname{Flag}$	Results	${f Units}$	$\mathbf{Limit}$
NO3-NO2-N		< 0.10	$_{ m mg/L}$	0.10

## Quality Control Report Duplicate Samples

Duplicate

QCBatch:

QC10021

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

Duplicate

QCBatch:



Page Number: 8 of 13 Water Well

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

Duplicate

QCBatch:

QC10059

		Duplicate	$\mathbf{Sample}$				RPD	
Param	Flag	Result	Result	Units	Dilution	RPD	$\operatorname{Limit}$	
рН		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	RPD Limit
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			$\%  \mathrm{Rec}$	RPD
Param	Result	Result	Units	Dil.	$\mathbf{Added}$	Result	% Rec	RPD	Limit	Limit
$\overline{\mathrm{CL}}$	11.57	11.59	$_{ m mg/L}$	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	${ m mg/L}$	1	2.50	< 0.2	95	0	90 - 110	20
Sulfate	11.74	11.79	m 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

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
1,1-Dichloroethene	102	109	$\mu g/L$	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	$\mu { m g}/{ m L}$	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.

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

 $Continued \dots$ 





Page Number: 9 of 13 Water Well

Surrogate	$\begin{array}{c} { m LCS} \\ { m Result} \end{array}$	LCSD Result	Units	Dilution	Spike Amount	$_{ m MCS}$	LCSD % Rec	Recovery Limits
Toluene-d8	50.16	50.33	$\mu \mathrm{g/L}$	1	50	100	100	95 - 107
4-Bromofluorobenzene	44.75	44.37	$\mu g/L$	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.	Added	Result	% Rec	RPD	Limit	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

					$_{ m Spike}$					
	LCS	LCSD			Amount	Matrix			$\%~{ m Rec}$	RPD
Param	Result	Result	Units	Dil.	Added	Result	% Rec	RPD	$\mathbf{Limit}$	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			$\%~{ m Rec}$	RPD
Param	Result	Result	Units	Dil.	$\mathbf{Added}$	Result	$\%~{ m Rec}$	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

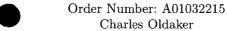
Param	$rac{ ext{MS}}{ ext{Result}}$	MSD Result	Units	Dil.	Spike Amount Added	Matrix Result	% Rec	RPD	% Rec Limit	RPD Limit
$\overline{ ext{CL}}$	$^{2}$ 828.65	838.5	mg/L	1	625	240	94	1	52 - 131	20
Fluoride	131.50	125.33	mg/L	1	125	13	94	5	80 - 113	20
Sulfate	2145.62	2158.31	m mg/L	1	625	1600	87	2	71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

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

Matrix Spikes

QCBatch:

<sup>&</sup>lt;sup>2</sup>I spiked the \*50 dilution for 167359, but reported the \*10 dilution. The correct %EA = 89.





Page Number: 10 of 13 Water Well

					Spike					
	MS	MSD			Amount	Matrix			% Rec	RPD
Param	Result	Result	Units	Dil.	$\operatorname{Added}$	Result	$\%~{ m Rec}$	RPD	$\operatorname{Limit}$	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	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

					$\operatorname{Spike}$					
	MS	MSD			Amount	Matrix			$\% \ \mathrm{Rec}$	RPD
Param	Result	Result	Units	Dil.	$\operatorname{Added}$	Result	$\%~{ m Rec}$	RPD	Limit	$\operatorname{Limit}$
Dissolved Calcium	1190	1306	mg/L	1	1000	190	100	10	75 - 125	20
Dissolved Magnesium	1288	1406	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

					Spike					
	MS	MSD			Amount	Matrix			$\%~{ m Rec}$	RPD
Param	Result	Result	Units	Dil.	$\operatorname{Added}$	Result	$\%~{ m Rec}$	RPD	${f Limit}$	$\operatorname{Limit}$
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	$\operatorname{Flag}$	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	$egin{array}{c}  ext{Date} \  ext{Analyzed} \end{array}$
Bromide	1 1005	$\frac{\rm mg/L}$	2.50	2.27	90	90 - 110	3/22/01
$\operatorname{CL}$		$_{ m mg/L}$	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		$\mathrm{mg/L}$	12.50	11.95	95	90 - 110	3/22/01

ICV (1)

QCBatch:

<sup>&</sup>lt;sup>3</sup>RPD on MS/MSD too high. LCS/LCSD show that the method was in control. Data flagged.

<sup>&</sup>lt;sup>4</sup>RPD on MS/MSD too high. LCS/LCSD show that the method was in control. Data flagged.



Page Number: 11 of 13 Water Well

Param	$\operatorname{Flag}$	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Bromide	riag	mg/L	2.50	2.33	93	90 - 110	$\frac{3/22/01}{3/22/01}$
$\operatorname{CL}$		$_{ m mg/L}$	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		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:

 $\mathrm{QC10004}$ 

			CCVs True	$\begin{array}{c} { m CCVs} \\ { m Found} \end{array}$	${ m CCVs} \ { m Percent}$	Percent Recovery	Date
Param	$\operatorname{Flag}$	Units	$\operatorname{Conc}$ .	Conc.	Recovery	Limits	$\mathbf{Analyzed}$
Vinyl Chloride		$\mu { m g/L}$	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

			CCVs	CCVs	CCVs	Percent	
			$\operatorname{True}$	$\mathbf{Found}$	Percent	$\operatorname{Recovery}$	$\operatorname{Date}$
Param	Flag	Units	Conc.	Conc.	Recovery	Limits	Analyzed
Specific Conductance		μMHOS/cm	1413	1370	96	90 - 110	3/27/01

ICV (1)

QCBatch:

QC10021

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

CCV (1)

QCBatch:

			CCVs	CCVs	$\operatorname{CCVs}$	Percent	
			$\operatorname{True}$	Found	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

Réport Date: April 4, 2001  $\ensuremath{\mathbb{N}'/\mathrm{A}}$ 

Order Number: A01032215 Charles Oldaker



Page Number: 12 of 13 Water Well

ICV (1)

QCBatch:

 $\mathrm{QC}10029$ 

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

CCV (1)

QCBatch:

 ${\rm QC10033}$ 

Param	$\operatorname{Flag}$	${ m Units}$	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Dissolved Calcium		m 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		${ m mg/L}$	25	25.0	100	75 - 125	3/27/01

ICV (1)

QCBatch:

QC10033

Danama	Flor	Unita	CCVs True	CCVs Found	CCVs Percent	Percent Recovery Limits	Date Analyzed
Param	Flag	Units	Conc.	Conc.	Recovery		
Dissolved Calcium		${ m mg/L}$	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		$\mathrm{mg/L}$	25	24.9	99	75 - 125	3/27/01

CCV (1)

QCBatch:

QC10043

			CCVs	CCVs	CCVs	Percent	
			$\operatorname{True}$	$\mathbf{Found}$	Percent	Recovery	$\operatorname{Date}$
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	$\mathrm{CCVs}$	Percent	
			$\operatorname{True}$	Found	Percent	Recovery	Date
Param	Flag	Units	Conc.	Conc.	Recovery	Limits	Analyzed
Total Dissolved Solids		mg/L	1000	915	91	90 - 110	3/27/01

CCV (1)

QCBatch:

Report Date: April 4, 2001 N/A

Order Number: A01032215 Charles Oldaker



Page Number: 13 of 13 Water Well

			CCVs	CCVs	CCVs	Percent	
			${ m Tru} e$	$\mathbf{Found}$	Percent	Recovery	Date
Param	$\operatorname{Flag}$	$\operatorname{Units}$	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:

 $\mathbf{QC10059}$ 

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

CCV (1)

QCBatch:

QC10095

_	***	~~	CCVs True	CCVs Found	CCVs Percent	Percent Recovery	Date
Param	Flag	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)

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

QC10095

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Hydroxide Alkalinity		mg/L as CaCo3	0	<1.0	0	90 - 110	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

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

ICV (1)

QCBatch:

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

PIOH nt from standard It amiT bruonA muT CHAIN-OF-CUSTODY AND ANALYSIS REQUEST 4-415 295 206 Acced 0A Pesticides 8081A/608 (Circle or Specify Method No.) **ANALYSIS REQUEST** 3C/MS Semi. Vol. 8270C/625 REMARKS: TCLP Pesticides LAB Order ID # K Carrier # TN 12-4-3 z \ LAB USE ONLY ICLP Metals Ag As Ba Cd Cr Pb Se Hg Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7 Log-in Review\_ Headspace Temp 3° 7PH 418.1/TX1005 Intact BTEX 8021B/602 **BATM** 1440 3/20/01 1/4/10 SAMPLING **3MIT** 4725 Ripley Dr., Ste A El Paso, Texas 79922-1028 Tel (915) 585-3443 Fax (915) 585-4944 1 (888) 588-3443 Project Name: Checks Oldaler ORIGINAL COPY **DATE** 10,00 202) 476 -3462 648-924 MONE CE Time: METHOD 3.22.0 ИаОН <sup>5</sup>OS<sup>2</sup>H Submittal of samples constitutes agreement to Terms and Conditions listed on reverse side of C.O.C. Sampler Signature: Phone #7 505 ηαHSΟ<sup>¢</sup> Date: TraceAnalysis, Inc. **H**INO3 нсг Fax # MATRIX STUDGE 87508 AIA ved]at taboratory TIOS **MATER** N/W 25 Ex <u>چ</u> Received by Received by JnuomA\əmuloV Recen CONTAINERS Company Name: NM Oil Conservation (000 hus 2507 Time: FIELD CODE 0103201460 6735810103201440 0441025010 3/24/01 Date: (Street, City, Zip) 6701 Aberdeen Avenue, Ste. 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: Contact Person: Relinquished by: Address: (LAB USE) Project #: LAB#

## TraceAnalysis, Inc.



General Terms and Conditions

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 1: General

- 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.

- 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.

- 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
- 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 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.