

**3R - 018**

**MONITORING  
REPORTS**

**01/30/2008**

**BLAGG ENGINEERING, INC.**

P.O. Box 87, Bloomfield, New Mexico 87413

Phone: (505)632-1199 Fax: (505)632-3903

RECEIVED

320018

FEB 02 2008

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Oil Conservation Division  
Environmental Bureau  
January 16, 2008

Mr. Glenn Von Gonten, Hydrologist  
New Mexico Oil Conservation Division-NMOCD  
Environmental Bureau  
1220 St. Francis Drive  
Santa Fe, New Mexico 87505

**RE: REQUEST FOR PERMANENT CLOSURE**  
BP America Production Company (formerly Amoco Production Co. & BP Amoco)  
Groundwater Monitoring Report  
GCU # 165, Unit H, Sec. 29, T28N, R12W, NMPM  
San Juan County, New Mexico

**NMOCD Administrative/Environmental Order #: 3RP-18-0**


Dear Mr. Von Gonten:

BP America Production Company (**BP**) has retained Blagg Engineering, Inc. (**BEI**) to conduct environmental monitoring of groundwater at the GCU # 165.

BP has followed its NMOCD approved groundwater management plan and is requesting permanent closure for this site.

If you have any questions concerning the enclosed documentation, please contact either myself or Jeffrey C. Blagg at (505) 632-1199. Thank you for your cooperation and assistance.

Respectfully submitted:  
**Blagg Engineering, Inc.**



Nelson J. Velez  
Staff Geologist

Attachment: Groundwater Report (2 copies)

cc: Mr. Brandon Powell, Environmental Specialist, NMOCD District III Office, Aztec, NM  
Mr. Larry Schlotterback, Environmental Coordinator, BP, Farmington, NM (without lab report)

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FEB 02 2008

Oil Conservation Division

**BP AMERICA PRODUCTION CO.** Environmental Bureau

**GROUNDWATER REMEDIATION REPORT**

**2006-2007**

**GCU #165**

**(H) SECTION 29, T28N, R12W, NMPM  
SAN JUAN COUNTY, NEW MEXICO**

**PREPARED FOR:**

**NEW MEXICO OIL CONSERVATION DIVISION  
1220 ST. FRANCIS DRIVE  
SANTA FE, NEW MEXICO 87504**

**JANUARY 2008**

**PREPARED BY:**

**BLAGG ENGINEERING, INC.**

**Consulting Petroleum / Reclamation Services  
P.O. Box 87  
Bloomfield, New Mexico 87413**

**BP AMERICA PRODUCTION COMPANY**  
**GCU #165**  
**Se/4 Ne/4, Sec. 29, T28N, R12W**

**Historical Information:**

Pit Closure Dates:	April/May, 1995
Monitor Well Installation Dates:	July 2006
Reclamation Procedures:	Excavation (April/May, 1995)
Monitor Well Sampling Dates:	08/03/06; 10/30/06; 01/24/07; 05/08/07; 08/15/07; 10/25/07

Groundwater was encountered at a depth of approximately 15 feet below surface grade during excavation of impacted soils from a separator pit in April/May, 1995 (documentation attached). The excavation perimeter was measured at approximately 40 X 40 X 16 feet depth. Approximately 900 cubic yards of soils were removed and approximately 1/3 landfarmed on-site. Approximately 1/3 was transported to each of BP's (formerly called Amoco Production Company) GCU #165E (Unit P, Sec. 29, T28N, R12W) and GCU 191 (Unit P, Sec. 32, T28N, R12W) well sites. The groundwater within the excavation perimeter was pumped via water hauling trucks and disposed at an approved facility. Afterwards, the exposed groundwater was sampled and tested for benzene, toluene, ethylbenzene, and total xylenes (BTEX) per US EPA method 8020. Subsequent sampling of the groundwater was conducted on four (4) more occasions, with the last event recording BTEX results below the New Mexico Water Quality Control Commission (NMWQCC) standards. The pit closure data was submitted to the New Mexico Oil Conservation Division (NMOCD) with letter dated May 3, 1996. NMOCD responded with letter dated July, 2, 1996 denying closure based on results exceeding the NMWQCC standards. The BTEX results of the groundwater sampling from the excavation are as follows;

Sample ID	Date	Benzene (ppb)	Toluene (ppb)	Ethylbenzene (ppb)	Total Xylenes (ppb)
Pit Water	04/12/95	916	2,140	205	2,993
Pit Water	04/17/95	84.2	368	36.4	467.1
Pit Water	04/20/95	43.7	212	11.9	265.8
Pit Water	04/25/95	19.8	180	11.5	251.9
Pit Water	05/01/95	2.5	2.0	5.5	159.7
NMWQCC regulatory standards		10	750	750	620

Note: NMWQCC = New Mexico Water Quality Control Commission, ppb = parts per billion.

**Groundwater Investigation and Soil Lithology:**

Groundwater monitor wells were installed in July, 2006 to test groundwater quality (see Figure 1). Boring logs for all three (3) monitor wells along with well completion information are contained within this report. There are no known receptors impacted by the previous discovery of impacted soil and/or groundwater.

Soil lithology at the site consists of primarily coarse grained sand of varying color, non cohesive, and firm. A friable, soft to hard bedrock sandstone was encountered within all borings at depths between 16-20 feet below grade. Medium gray discolored sand with an apparent strong hydrocarbon odor was observed from the drill cuttings at an estimated 9-16 feet below grade within the source area boring only. Results of soil samples collected from the boring advancements with a split spoon sampler at ten (10) feet below grade are noted on the Bore/Test Hole Reports and laboratory reports included within Appendix A.

## **Groundwater Monitor Well Sampling Procedures:**

Groundwater samples were collected from site monitor wells following US EPA: SW-846 protocol. After well development, samples were collected with new disposable bailers, placed into laboratory supplied containers with appropriate preservative and stored in an ice chest for express delivery to a qualified laboratory for testing. Analytical testing included BTEX by US EPA Method 8021B and general water chemistry.

Waste generated during monitor well sampling and development was disposed of utilizing the separator tank pit located on the well site.

## **Groundwater Quality & Flow Direction Information:**

Quarterly groundwater monitor well sampling was initiated in August, 2006. Summary of laboratory BTEX and general water chemistry analytical results are included in the table on the following pages. The data indicates all BTEX constituents tested below NMWQCC standards for four (4) consecutive sampling events within the source and down gradient areas.

Groundwater contour maps of relative water table elevations for all sample events are included (Figures 2 and 7). The general groundwater flow direction has consistently been in a northwest direction toward MW #3.

## **Summary and Recommendations:**

Hydrocarbon impacted soil and groundwater at the site appear to have been remediated via excavation of impacted soils. All site wells meet NMWQCC standards for groundwater. Permanent site closure is recommended. Following approval by the NMOCD, site monitor wells will be abandoned pursuant to the approved BP Ground Water Management Plan.

**BP AMERICA PROD. CO. GROUNDWATER LAB RESULTS**  
**SUBMITTED BY BLAGG ENGINEERING, INC.**

**GCU # 165**

**UNIT H, SEC. 29, T28N, R12W**

REVISED DATE: January 26, 2008

FILENAME: ( 165-4Q07.WK4 ) NJV

SAMPLE DATE	WELL NAME or No.	D.T.W. (ft)	T.D. (ft)	TDS (mg/L)	COND. umhos	pH	PRODUCT (ft)	BTEX EPA METHOD 8021B ( ppb )			
								Benzene	Toluene	Ethyl Benzene	Total Xylene
03-Aug-06	MW #1	13.92	24.00	1,050	1,500	7.10		ND	ND	ND	ND
03-Aug-06	MW #2	11.71	24.00	944	1,400	7.26		88	ND	16	72
30-Oct-06		11.36			1,400	7.37		57	ND	6.2	34
24-Jan-07		11.09			1,300	7.41		6.0	ND	7.1	55
08-May-07		11.22			1,200	7.41		1.6	ND	9.8	120
15-Aug-07		11.82			1,400	7.30		5.2	ND	3.8	54
25-Oct-07		11.90			1,500	7.39		ND	ND	1.5	83
03-Aug-06	MW #3	14.94	24.00	1,050	1,400	6.97		ND	ND	ND	ND
30-Oct-06		14.64			1,400	7.21		ND	ND	ND	ND
24-Jan-07		14.48			1,300	7.09		ND	ND	ND	ND
08-May-07		14.57			1,400	7.14		ND	ND	ND	ND
25-Oct-07		15.14			1,600	7.12		ND	ND	ND	ND
NMWQCC GROUNDWATER STANDARDS								10	750	750	620

- NOTES : 1) RESULTS IN BOLD RED TYPE INDICATE EXCEEDING NMWQCC STANDARDS .  
 2) RESULTS IN BOLD BLUE TYPE INDICATE BELOW NMWQCC STANDARDS AFTER PREVIOUS  
 RESULT IN BOLD RED TYPE EXCEEDED .

# GENERAL WATER QUALITY

## BP AMERICA PRODUCTION COMPANY

**GCU # 165**

Sample Date : Aug. 3 , 2006

PARAMETERS	MW # 1	MW # 2	MW # 3	Units
LAB pH	7.06	7.30	7.05	s. u.
LAB CONDUCTIVITY @ 25 C	1,480	1,460	1,500	umhos / cm
TOTAL DISSOLVED SOLIDS @ 180 C	1,050	944	1,050	mg / L
TOTAL DISSOLVED SOLIDS (Calc)	1,040	950	1,000	mg / L
SODIUM ABSORPTION RATIO	4.1	1.5	1.0	ratio
TOTAL ALKALINITY AS CaCO3	320	600	300	mg / L
TOTAL HARDNESS AS CaCO3	438	657	752	mg / L
BICARBONATE as HCO3	320	600	300	mg / L
CARBONATE AS CO3	< 0.1	< 0.1	< 0.1	mg / L
HYDROXIDE AS OH	< 0.1	< 0.1	< 0.1	mg / L
NITRATE NITROGEN	0.08	< 0.01	0.06	mg / L
NITRITE NITROGEN	< 0.01	< 0.01	< 0.01	mg / L
CHLORIDE	259	156	292	mg / L
FLUORIDE	1.58	2.17	1.00	mg / L
PHOSPHATE	< 0.01	< 0.01	< 0.01	mg / L
SULFATE	228	125	216	mg / L
IRON	< 0.001	< 0.001	< 0.001	mg / L
CALCIUM	140	132	151	mg / L
MAGNESIUM	21.2	78.6	90.0	mg / L
POTASSIUM	3.36	3.98	1.34	mg / L
SODIUM	197	87.2	62.8	mg / L
CATION / ANION DIFFERENCE	0.02	0.01	0.01	

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0330

2927

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## PURGEABLE AROMATICS

Blagg Engineering, Inc.

Project ID: GCU 165  
Sample ID: Pit Water  
Lab ID: 0827  
Sample Matrix: Water  
Preservative: Cool, HgCl<sub>2</sub>  
Condition: Intact

Report Date: 04/13/95  
Date Sampled: 04/12/95  
Date Received: 04/12/95  
Date Analyzed: 04/12/95

Target Analyte	Concentration (ug/L)	Detection Limit (ug/L)
Benzene	916	40.0
Toluene	2,140	40.0
Ethylbenzene	205	40.0
m,p-Xylenes	2,430	80.0
o-Xylene	563	40.0


Total BTEX	6,260
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ND - Analyte not detected at the stated detection limit.

<b>Quality Control:</b>	<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Acceptance Limits</u>
	Trifluorotoluene	105	88 - 110%
	Bromofluorobenzene	96	86 - 115%

**Reference:** Method 602.2, Purgeable Aromatics; Federal Register, Vol. 49, No. 209, Oct. 1984.

**Comments:**

  
Analyst

  
Review

## PURGEABLE AROMATICS

Blagg Engineering, Inc.

Project ID: GCU 165  
Sample ID: Pit Water  
Lab ID: 0837  
Sample Matrix: Water  
Preservative: Cool, HgCl<sub>2</sub>  
Condition: Intact

Report Date: 04/17/95  
Date Sampled: 04/17/95  
Date Received: 04/17/95  
Date Analyzed: 04/17/95

Target Analyte	Concentration (ug/L)	Detection Limit (ug/L)
Benzene	84.2	10.0
Toluene	368	10.0
Ethylbenzene	36.4	10.0
m,p-Xylenes	369	20.0
o-Xylene	98.1	10.0


Total BTEX	956
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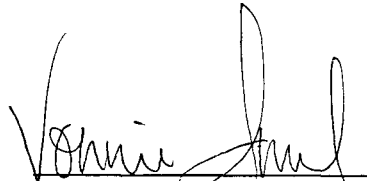
ND - Analyte not detected at the stated detection limit.

<b>Quality Control:</b>	<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Acceptance Limits</u>
	Trifluorotoluene	99	88 - 110%
	Bromofluorobenzene	94	86 - 115%

**Reference:** Method 602.2, Purgeable Aromatics; Federal Register, Vol. 49, No. 209,  
Oct. 1984.

**Comments:**

  
Analyst

  
Review

## PURGEABLE AROMATICS

Blagg Engineering, Inc.

Project ID: GCU 165  
Sample ID: Pit Water  
Lab ID: 0873  
Sample Matrix: Water  
Preservative: Cool, HgCl<sub>2</sub>  
Condition: Intact

Report Date: 04/24/95  
Date Sampled: 04/20/95  
Date Received: 04/20/95  
Date Analyzed: 04/21/95

Target Analyte	Concentration (ug/L)	Detection Limit (ug/L)
Benzene	43.7	2.00
Toluene	212	2.00
Ethylbenzene	11.9	2.00
m,p-Xylenes	204	4.00
o-Xylene	61.8	2.00

<b>Total BTEX</b>	<b>534</b>
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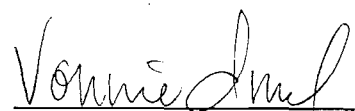
ND - Analyte not detected at the stated detection limit.

<b>Quality Control:</b>	<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Acceptance Limits</u>
	Trifluorotoluene	97	88 - 110%
	Bromofluorobenzene	92	86 - 115%

**Reference:** Method 602.2, Purgeable Aromatics; Federal Register, Vol. 49, No. 209, Oct. 1984.

**Comments:**

  
Analyst

  
Review

## PURGEABLE AROMATICS

Blagg Engineering, Inc.

Project ID: GCU 165  
Sample ID: Pit Water  
Lab ID: 0897  
Sample Matrix: Water  
Preservative: Cool, HgCl<sub>2</sub>  
Condition: Intact

Report Date: 04/26/95  
Date Sampled: 04/25/95  
Date Received: 04/25/95  
Date Analyzed: 04/26/95

Target Analyte	Concentration (ug/L)	Detection Limit (ug/L)
Benzene	19.8	2.00
Toluene	180	2.00
Ethylbenzene	11.5	2.00
m,p-Xylenes	184	4.00
o-Xylene	67.9	2.00

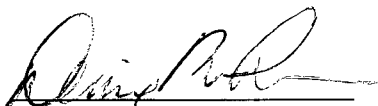
Total BTEX	464
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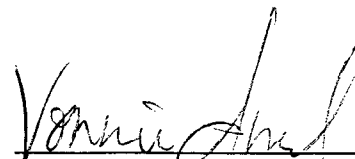
ND - Analyte not detected at the stated detection limit.

<b>Quality Control:</b>	<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Acceptance Limits</u>
	Trifluorotoluene	101	88 - 110%
	Bromofluorobenzene	95	86 - 115%

**Reference:** Method 602.2, Purgeable Aromatics; Federal Register, Vol. 49, No. 209, Oct. 1984.

**Comments:**

  
Analyst

  
Review



OFF: (505) 325-8786

LAB: (505) 325-5667

**AROMATIC VOLATILE ORGANICS**

Attn: *R.E. O'Neill*  
Company: *Blagg Engineering, Inc.*  
Address: *P.O. Box 87*  
City, State: *Bloomfield, NM 87413*

Date: *5/2/95*  
Lab ID: *2927*  
Sample ID: *6160*  
Job No. *2-1000*

Project Name: *GCU 165*  
Project Location: *Pit Water - Sep. Pit*  
Sampled by: *REO* Date: *5/1/95*  
Analyzed by: *DC* Date: *5/1/95*  
Sample Matrix: *Water*

Time: *8:00*

**Aromatic Volatile Organics**

<b>Component</b>	<b>Measured Concentration ug/L</b>	<b>Detection Limit Concentration ug/L</b>
<i>Benzene</i>	<i>2.5</i>	<i>0.2</i>
<i>Toluene</i>	<i>2.0</i>	<i>0.2</i>
<i>Ethylbenzene</i>	<i>5.5</i>	<i>0.2</i>
<i>m,p-Xylene</i>	<i>125.8</i>	<i>0.2</i>
<i>o-Xylene</i>	<i>33.9</i>	<i>0.2</i>
	<i>TOTAL 169.6 ug/L</i>	

*ND - Not Detectable*

**Method** - SW-846 EPA Method 8020 Aromatic Volatile Organics by Gas Chromatography

Approved by: *Da L*  
Date: *5/2/95*

P. O. BOX 2606 • FARMINGTON, NM 87499

— TECHNOLOGY BLENDING INDUSTRY WITH THE ENVIRONMENT —

7 S. CARLTON • FARMINGTON, NM 87401 • (505) 326-2395

PROJECT MANAGER:

analytica Lab I.D.:

company:

address:

hone:

xi

ill To:

Company:

address:

Sample ID	Date	Time	Matrix	Lab ID
IT WATER	4-12-95	1320	WATER	
	SERAMATOR		PIT	
Project Information				Sample Receipt
Proj. #:	ALMOGO	No. Containers:		
Proj Name:	GCH 165	Custody Seals:	Y / N / NA	
O No.		Received Intact:		
Shipped Via:		Received Cold		
Required Turnaround Time (Prior Authorization Required for Rush)				

ORGANIC ANALYSES										WATER ANALYSES								METALS						
Petroleum Hydrocarbons (418.1)	Gasoline / Diesel (mod. 8015)	Gasoline (GRO)	Aromatic HCS BTX/MTBE (602/8020)	Chlorinated Hydrocarbons (8010)	SDWA Volatiles (502.1/503.1)	Chlorinated Pesticides / PCBs (608 / 8080)	Herbicides (615 / 8150)	Volatiles GC/MS (624 / 8240 / 8260)	Base / Neutral / Acid GC/MS (625 / 8270)	Polynuclear Aromatic Hydrocarbons (8100)	TCLP Extraction	Other (specify):	Cation / Anion	Specific Cations (specify):	Specific Anions (specify):	BOD / Fecal / Total Coliform	Solids : TDS / TSS / SS	Nutrients: NH4+ / NO2- / NO3- / TKN	Oil and Grease	Other (specify):	Priority Pollutants	RCRA Metals (Total)	RCRA Metals TCLP (1311)	Other (specify):

PROJECT MANAGER: R. E. O'NEILL  
analytica Lab I.D.:

company: BLAGG ENG,  
address: P.O. Box 87 Bloomfield  
phone: 632-1199  
fax:  
Bill To:  
company: SAME  
address:

## CHAIN OF CUSTODY

0362

80254

[illegible]

PROJECT MANAGER: R. E. O'NEILL  
analytica Lab I.D.:

Company: BLAGG EXP.  
Address: P.O. BOX 87 BLOOMFIELD

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
632-1199

Bill To: SAME  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

## CHAIN OF CUSTODY

0363

80254

[illegible]



PROJECT MANAGER: R E O'NEILL

Analytica Lab I.D.:

Company:

Address:

Phone:

Fax:

Bill To:

Company:

Address:

## ORGANIC ANALYSES

Petroleum Hydrocarbons (418.1)  
Gasoline / Diesel (mod. 8015)  
Gasoline (GRO)  
Aromatic HCs BTEX/MTBE (602/8020)  
Chlorinated Hydrocarbons (8010)  
SDWA Volatiles (502.1/503.1)  
Chlorinated Pesticides / PCBs (608 / 8080)  
Herbicides (615 / 8150)  
Volatiles GC/MS (624 / 8240 / 8260)  
Base / Neutral / Acid GC/MS (625 / 8270)  
Polynuclear Aromatic Hydrocarbons (8100)  
TCRP Extraction  
Other (specify):

## WATER ANALYSES

Cation / Anion  
Specific Cations (specify):  
Specific Anions (specify):  
BOD / Fecal / Total Coliform  
Solids : TDS / TSS / SS  
Nutrients: NH4+ / NO2- / NO3- / TKN  
Oil and Grease  
Other (specify):  
Priority Pollutants  
RCRA Metals (Total)  
RCRA Metals TCLP (1311)  
Other (specify):

## METALS

Other (specify):  
RCRA Metals (Total)  
RCRA Metals TCLP (1311)  
Other (specify):

Sample ID Date Time Matrix Lab ID

PIT WATER 4-25-95 0850 WATER

## Project Information

Proj. #: A1060

Proj Name: GCU 165

P.O. No.

Shipped Via:

Required Turnaround Time (Prior Authorization Required for Rush)

Sep. 17

## Sample Receipt

No. Containers:

Custody Seals: Y I N / N A

Received Intact:

Received Cold

## Sampled by:

Signature

Date: 4-25-95

Time: 1010

Company: BLA66

## Relinquished by:

Signature

Date: 4-25-95

Time: 1010

Company: BLA66

## Relinquished by:

Signature

Date:

Time:

Company:

## Received By:

Signature

Date:

Time:

Company:

4/25/95

10:15

[illegible]

Distribution: White – On Site      Yellow – LAB      Pink – Sampler      Goldenrod – Client

NAPI

CLIENT: <u>Amoco</u>	BLAGG ENGINEERING, INC. P.O. BOX 87, BLOOMFIELD, NM 87413 (505) 632-1199	LOCATION NO: <u>80254</u> C.D.C. NO: <u>ANATAS</u>
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FIELD REPORT: LANDFARM/COMPOST PILE CLOSURE VERIFICATION

LOCATION: <u>664 165</u>	LEASE: <u>SF-078828-A</u>	DATE STARTED: <u>4-3-96</u>
QUAD/UNIT: <u>H</u> SEC: <u>29</u> TWP: <u>28N</u> RNG: <u>12W</u> BM: <u>NM</u> CNTY: <u>SJ</u> ST: <u>NM</u>		DATE FINISHED: _____
QTR/FOOTAGE: <u>SE/NE</u>	CONTRACTOR: <u>MOSS</u>	ENVIRONMENTAL SPECIALIST: <u>RLO</u>

SOIL REMEDIATION:

REMEDICATION SYSTEM: LANDFARM APPROX. CUBIC YARDAGE: 30.0

LAND USE: RANGE / AGR.

FIELD NOTES & REMARKS:

DEPTH TO GROUNDWATER: <50' NEAREST WATER SOURCE: >1000' NEAREST SURFACE WATER: >1000'

NMDCD RANKING SCORE: 20 NMDCD TPH CLOSURE STD: 100 PPM

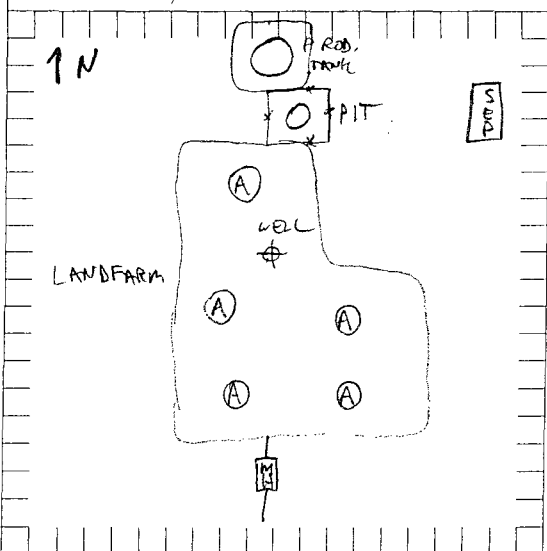
SOIL CONSISTS OF LIGHTLY MOIST → DRY SILTY SAND, NO STAIN, NO ODOOR.

FIELD 418.1 CALCULATIONS

CLOSE L.F.

SAMPLE I.D.	LAB No:	WEIGHT (g)	mL. FREON	DILUTION	READING	CALC. ppm

SKETCH/SAMPLE LOCATIONS



OVM RESULTS

SAMPLE ID	FIELD HEADSPACE PID (ppm)
COMP. A	1

LAB SAMPLES

SAMPLE ID	ANALYSIS
COMP. A	8015 = ND (1030)

TRAVEL NOTES: CALLOUT: \_\_\_\_\_ ONSITE: 4-3-96 1015

**TOTAL VOLATILE PETROLEUM HYDROCARBONS****Gasoline Range Organics****Blagg Engineering, Inc.**

Project ID: GCU 165  
Sample Matrix: Soil  
Preservative: Cool  
Condition: Intact

Report Date: 04/15/96  
Date Sampled: 04/03/96  
Date Received: 04/04/96  
Date Extracted: 04/10/96  
Date Analyzed: 04/12/96

Sample ID	Lab ID	Concentration (mg/kg)	Detection Limit (mg/kg)
Comp. A	3083	ND	15.2

ND- Analyte not detected at the stated detection limit.

<b>Quality Control:</b>	<u>Surrogate</u>	<u>% Recovery</u>	<u>Acceptance Limits</u>
	Trifluorotoluene	96%	50 - 150%

**Reference:** Method for the Determination of Gasoline Range Organics,  
State of Tennessee, Department of Environment and Conservation, Division  
of Underground Storage Tanks.

**Comments:**

  
Analyst

  
Review

**TOTAL RECOVERABLE PETROLEUM HYDROCARBONS**

**Diesel Range Organics**

**Blagg Engineering, Inc.**

Project ID: GCU 165  
Sample Matrix: Soil  
Preservative: Cool  
Condition: Intact

Report Date: 04/15/96  
Date Sampled: 04/03/96  
Date Received: 04/04/96  
Date Extracted: 04/05/96  
Date Analyzed: 04/08/96

Sample ID	Lab ID	Concentration (mg/kg)	Detection Limit (mg/kg)
Comp. A	3083	ND	15.8

ND- Analyte not detected at the stated detection limit.

**Quality Control:**                      Surrogate                      % Recovery                      Acceptance Limits  
   o - Terphenyl                      104%                      50 - 150%

**Reference:**                      EPA Method 8015A, modified. "Nonhalogenated Volatile Organics by Gas Chromatography." Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, SW-846, 3rd Ed, Final Update I, July, 1992. USEPA.

**Comments:**

  
Analyst

  
Review

NAPI

6CU 165

CLIENT: AmocoBLAGG ENGINEERING, INC.  
P.O. BOX 87, BLOOMFIELD, NM 87413  
(505) 632-1199LOCATION NO: 80254C.D.C. NO: ANIAM5

## FIELD REPORT: LANDFARM/COMPOST PILE CLOSURE VERIFICATION

LOCATION: 6CU 165 ELEASE: SF-078828DATE STARTED: 4-17-96QUAD/UNIT: P SEC: 29 TWP: 28 N RNG: 12 W BM: NM CNTY: SJ ST: NM

DATE FINISHED: \_\_\_\_\_

DTR/FOOTAGE: SE/SECONTRACTOR: MOSSENVIRONMENTAL  
SPECIALIST: REO

## SOIL REMEDIATION:

REMEDICATION SYSTEM: LANDFARMAPPROX. CUBIC YARDAGE: 300LAND USE: RANGE / AGR.

## FIELD NOTES &amp; REMARKS:

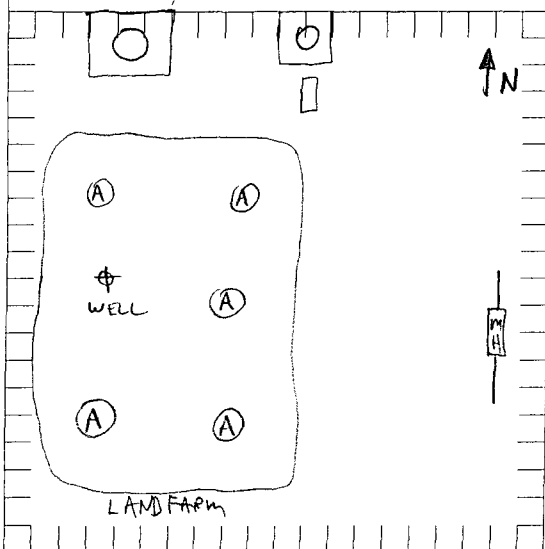
DEPTH TO GROUNDWATER: >100' NEAREST WATER SOURCE: >1000' NEAREST SURFACE WATER: >1000'NMDCD RANKING SCORE: 0 NMDCD TPH CLOSURE STD: 5000 PPMSOIL FROM 6CU 165SOIL CONSISTS OF DRY SANDY GRAVEL,  
NO ODOR, NO STAIN

## FIELD 418.1 CALCULATIONS

CLOSE L.F.

SAMPLE I.D.	LAB No:	WEIGHT (g)	mL. FREON	DILUTION	READING	CALC. ppm

## SKETCH/SAMPLE LOCATIONS



## OVM RESULTS

SAMPLE ID	FIELD HEADSPACE PID (ppm)
COMP. A	0

## LAB SAMPLES

SAMPLE ID	ANALYSIS	TIME	RESULTS
COMP. A	8015	0940	56.7

## SCALE



0 FT

## TRAVEL NOTES:

CALLOUT: \_\_\_\_\_

ONSITE: 4-17-96 0920

**TOTAL VOLATILE PETROLEUM HYDROCARBONS****Gasoline Range Organics****Blagg Engineering, Inc.**

Project ID: GCU 165 E  
Sample Matrix: Soil  
Preservative: Cool  
Condition: Intact

Report Date: 05/01/96  
Date Sampled: 04/17/96  
Date Received: 04/18/96  
Date Extracted: 04/19/96  
Date Analyzed: 04/24/96

Sample ID	Lab ID	Concentration (mg/kg)	Detection Limit (mg/kg)
Comp. A	3153	ND	16.1

ND- Analyte not detected at the stated detection limit.

**Quality Control:**                      Surrogate                      % Recovery                      Acceptance Limits  
   Trifluorotoluene                      101%                      50 - 150%

**Reference:**                      Method for the Determination of Gasoline Range Organics,  
   State of Tennessee, Department of Environment and Conservation, Division  
   of Underground Storage Tanks.

**Comments:**

  
Analyst

  
Review

**TOTAL RECOVERABLE PETROLEUM HYDROCARBONS**

Diesel Range Organics

Blagg Engineering, Inc.

Project ID: GCU 165 E  
Sample Matrix: Soil  
Preservative: Cool  
Condition: Intact

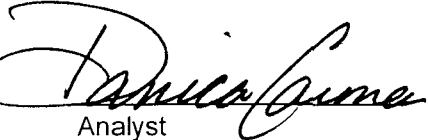
Report Date: 05/01/96  
Date Sampled: 04/17/96  
Date Received: 04/17/96  
Date Extracted: 04/29/96  
Date Analyzed: 04/30/96

Sample ID	Lab ID	Concentration (mg/kg)	Detection Limit (mg/kg)
Comp. A	3153	56.7	16.9

ND- Analyte not detected at the stated detection limit.

**Quality Control:**                      Surrogate                      % Recovery                      Acceptance Limits  
   o - Terphenyl                      99%                      50 - 150%

**Reference:**                      EPA Method 8015A, modified. "Nonhalogenated Volatile Organics by Gas Chromatography." Test Methods for Evaluating Solid Waste, Physical/ Chemical Methods, SW-846, 3rd Ed, Final Update I, July, 1992. USEPA.

**Comments:**  
Analyst  
Review



PROJECT MANAGER:

Analytica Lab I.D.:

Company:

Address:

Phone:

Fax:

Bill To:

Company:

Address:

## CHAIN OF CUSTODY

Page 1 of 1

ORGANIC ANALYSES				WATER ANALYSES				METALS		COMMENTS																				
Sample ID	Date	Time	Matrix	Petroleum Hydrocarbons (418.1)	Gasoline / Diesel (mod. 8015)	Gasoline (GRO)	Aromatic HCs BTX/MTBE (602 / 8020)	Chlorinated Hydrocarbons (8010)	SDWA Volatiles (502.1 / 503.1)	Chlorinated Pesticides / PCBs (608 / 8080)	Herbicides (615 / 8150)	Volatiles GC/MS (624 / 8240 / 8260)	Base / Neutral / Acid GC/MS (625 / 8270)	Polynuclear Aromatic Hydrocarbons (8100)	TCLP Extraction	Other (specify):	Cation / Anion	Specific Cations (specify):	Specific Anions (specify):	BOD / Fecal / Total Coliform	Solids: TDS / TSS / SS	Nutrients: NH4+ / NO2- / NO3- / TKN	Oil and Grease	Priority Pollutants	RCRA Metals (Total)	RCRA Metals TCLP (1311)	Other (specify):			
COMP. A	4-17	1040	Soil	✓																										664 214
"	"	1110	"	✓																										664 230
"	"	1135	"	✓																										664 250
"	"	1010	"	✓																										664 191
"	"	0940	"	✓																										664 165 E
Project Information				Sample Receipt				Sampled By:				Relinquished By:				Relinquished By:				Please Fill Out Thoroughly.										
Proj. #:				No. Containers:				Signature: R. F. O'Neil				Signature: R. F. O'Neil				Signature:				Signature:										
Proj. Name: Amoco				Custody Seals: YIN / NA				Date: 4-17-96				Date: 4-18-96				Date:				Date:										
P. O. No:				Received Intact:				Time: —				Time: 1345				Time:				Time:										
Shipped Via: DEL'D				Received Cold:				Company: BET				Company: BET				Company:				Company:										
Required Turnaround Time (Prior Authorization Required for Rush)				Received By:				Received By:				Received By:				Received By:				Received By:										
Signature:				Signature:				Signature:				Signature:				Signature:				Signature:										
Date:				Date:				Date:				Date:				Date:				Date:										
Time:				Time:				Time:				Time:				Time:				Time:										
Company:				Company:				Company:				Company:				Company:				Company:										

Shaded areas  
for lab use only.White/Yellow: Analytica  
Pink: Client

NAP1  
664 165  
LOCATION NO: (80254)  
C.D.C. NO: AUMATIS

CLIENT: Amoco  
BLAGG ENGINEERING, INC.  
P.O. BOX 87, BLOOMFIELD, NM 87413  
(505) 632-1199

FIELD REPORT: LANDFARM/COMPOST PILE CLOSURE VERIFICATION

LOCATION: 664 191 LEASE: SF-079346 DATE STARTED: 4-17-96  
QUAD/UNIT: P SEC: 32 TWP: 28 N RNG: 12 W BM: NM CNTY: SJ ST: NM  
QTR/FOOTAGE: SE/SE CONTRACTOR: MOSS DATE FINISHED: \_\_\_\_\_  
ENVIRONMENTAL SPECIALIST: AEo

SOIL REMEDIATION:

REMEDIATION SYSTEM: LAND FARM APPROX. CUBIC YARDAGE: 300  
LAND USE: AGRI.

FIELD NOTES & REMARKS:

DEPTH TO GROUNDWATER: >100' NEAREST WATER SOURCE: >1000' NEAREST SURFACE WATER: >1000'

NMOCB RANKING SCORE: 0 NMOCB TPH CLOSURE STD: 5000 PPM

SOIL FROM 664 165

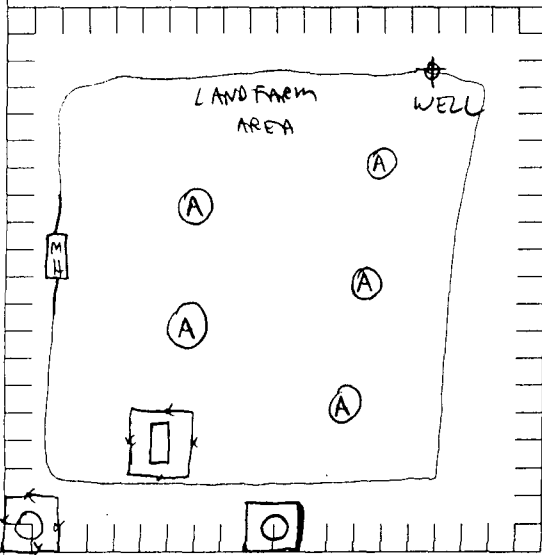
SOIL CONSISTS OF SILTY SAND - NO ODOOR/ NO STAIN  
LOW MATTER ON LOCATION.

FIELD 418.1 CALCULATIONS

CLOSE L.F.

SAMPLE I.D.	LAB No:	WEIGHT (g)	mL. FREON	DILUTION	READING	CALC. ppm

SKETCH/SAMPLE LOCATIONS




OVN RESULTS

SAMPLE ID	FIELD HEADSPACE PID (ppm)
COMP. A	0

LAB SAMPLES

SAMPLE ID	ANALYSIS	TIME	RESULTS
COMP. A	8015	1010	ND

SCALE  
0  1 FT

TRAVEL NOTES: CALLOUT: \_\_\_\_\_ ONSITE: 4-17-96 1000

**TOTAL VOLATILE PETROLEUM HYDROCARBONS****Gasoline Range Organics****Blagg Engineering, Inc.**

Project ID: GCU 191  
Sample Matrix: Soil  
Preservative: Cool  
Condition: Intact

Report Date: 05/01/96  
Date Sampled: 04/17/96  
Date Received: 04/18/96  
Date Extracted: 04/19/96  
Date Analyzed: 04/24/96

Sample ID	Lab ID	Concentration (mg/kg)	Detection Limit (mg/kg)
Comp. A	3152	ND	14.9

ND- Analyte not detected at the stated detection limit.

Quality Control:                      Surrogate                      % Recovery                      Acceptance Limits  
   Trifluorotoluene                      106%                      50 - 150%

Reference:                      Method for the Determination of Gasoline Range Organics,  
   State of Tennessee, Department of Environment and Conservation, Division  
   of Underground Storage Tanks.

Comments:

  
Analyst

  
Review

**TOTAL RECOVERABLE PETROLEUM HYDROCARBONS**

Diesel Range Organics

Blagg Engineering, Inc.

Project ID: GCU 191  
Sample Matrix: Soil  
Preservative: Cool  
Condition: Intact

Report Date: 05/01/96  
Date Sampled: 04/17/96  
Date Received: 04/17/96  
Date Extracted: 04/29/96  
Date Analyzed: 04/30/96

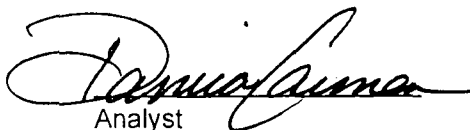
Sample ID	Lab ID	Concentration (mg/kg)	Detection Limit (mg/kg)
Comp. A	3152	ND	18.5

ND- Analyte not detected at the stated detection limit.

Quality Control:	<u>Surrogate</u>	<u>% Recovery</u>	<u>Acceptance Limits</u>
	o - Terphenyl	107%	50 - 150%

Reference: EPA Method 8015A, modified. "Nonhalogenated Volatile Organics by Gas Chromatography." Test Methods for Evaluating Solid Waste. Physical/ Chemical Methods, SW-846, 3rd Ed, Final Update I, July, 1992. USEPA.

Comments:

  
Analyst  
Review



STATE OF NEW MEXICO  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION

2040 S. PACHECO  
SANTA FE, NEW MEXICO 87505  
(505) 827-7131

July 2, 1996

**CERTIFIED MAIL**

**RETURN RECEIPT NO. P-269-269-167**

Mr. B.D. Shaw  
Amoco Production Company  
200 Amoco Court  
Farmington, New Mexico 87401

**RE: FINAL SAN JUAN BASIN PIT CLOSURE REPORTS**

Dear Mr. Shaw:

The New Mexico Oil Conservation Division (OCD) has completed a review of Amoco Production Company's (Amoco) May 3, 1995 "AMOCO PRODUCTION COMPANY PIT CLOSURE VERIFICATIONS" which were submitted on behalf of Amoco by their consultant Blagg Engineering, Inc. This document contains "PIT REMEDIATION AND CLOSURE REPORTS" for 29 unlined pits in the San Juan Basin of Northwestern New Mexico.

The OCD's review of the above referenced document is addressed below:

A. The pit closure/soil remediation activities conducted at the sites listed below are approved as meeting the standards in effect at the time of closure.

1. GCU #95E (Blow pit)	Unit P, Sec. 31, T28N, R11W.
2. GCU #107 (Blow pit)	Unit D, Sec. 19, T29N, R12W.
3. GCU #174E (Blow pit)	Unit E, Sec. 28, T28N, R12W.
4. GCU #174E (Separator pit)	Unit E, Sec. 28, T28N, R12W.
5. GCU #202 (Separator pit)	Unit B, Sec. 33, T29N, R12W.
6. GCU #231E (Blow pit)	Unit E, Sec. 27, T28N, R12W.
7. GCU #400E (Blow pit)	Unit A, Sec. 25, T28N, R12W.
8. Jack Frost C#1E (Blow pit)	Unit H, Sec. 26, T27N, R10W.
9. Jack Frost C#1E (Separator pit)	Unit H, Sec. 26, T27N, R10W.
10. Jack Frost D#1E (Blow pit)	Unit N, Sec. 26, T27N, R10W.
11. Jack Frost D#1E (Separator pit)	Unit N, Sec. 26, T27N, R10W.
12. Lodewick #4 (Separator pit)	Unit F, Sec. 18, T27N, R09W.
13. V.W. McManus #1 (Tank drain pit)	Unit M, Sec. 22, T28N, R12W.
14. V.W. McManus #1 (Line drain pit)	Unit M, Sec. 22, T28N, R12W.
15. Sammons GC B#1 (Separator pit)	Unit A, Sec. 18, T29N, R09W.

Please be advised that OCD approval does not relieve Amoco of liability if, in the future, remaining contaminants are found to pose a threat to surface water, ground water, human health or the environment. In addition, OCD approval does not relieve Amoco of responsibility for compliance with any other federal, state or local laws and/or regulations.

- B. The pit remedial activities conducted at the site listed below are satisfactory. However, according to the report, onsite landfarming and/or composting actions are still continuing at the site. Subsequently, the OCD cannot issue final closure approval at this time and approval of closure actions at this site is denied. Please resubmit the closure report for this site upon completion of the landfarming and/or composting activities. The final report will include the results of the soil remediation levels achieved and the disposition of the remediated soils.

1. Heath GC A#1A (Separator pit) Unit O, Sec. 32, T30N, R09W.

- C. The final pit remedial contaminant levels at the sites listed below are in excess of the OCD's recommended remediation levels. Subsequently, the OCD cannot issue final closure approval and approval of closure actions at these sites is denied. The OCD requests that Amoco submit a plan to address the remaining contamination at these sites. The plan will be submitted to the OCD Santa Fe Office by August 2, 1996 with a copy supplied to the OCD Aztec Office.

1. Gallegos #008 (Separator pit)	Unit D, Sec. 19, T29N, R12W.
2. GCU #107 (Drip pit)	Unit D, Sec. 19, T29N, R12W.
3. GCU #165 (Blow pit)	Unit H, Sec. 29, T28N, R12W.
4. Jack Frost D#1E (Dehy pit)	Unit N, Sec. 26, T27N, R10W.
5. Jack Frost E#1 (Separator pit)	Unit D, Sec. 25, T27N, R10W.
6. C.A. McAdams C#1E (Dehy pit)	Unit B, Sec. 05, T27N, R10W.
7. V.W. McManus #1 (Abandoned pit)	Unit M, Sec. 22, T28N, R12W.
8. V.W. McManus #1 (Tank battery pit)	Unit M, Sec. 22, T28N, R12W.

- D. Ground water at the sites listed below is contaminated with petroleum related constituents in excess of New Mexico Water Quality Control Commission ground water standards and the extent of ground water contamination at these sites has not been determined. Therefore, approval of these pit closure forms is denied. The OCD requests that Amoco investigate the extent of contamination and, if necessary, remediate contaminated ground water pursuant to Amoco's November 21, 1995 ground water investigation/remediation work plan which was approved by the OCD on November 29, 1995.

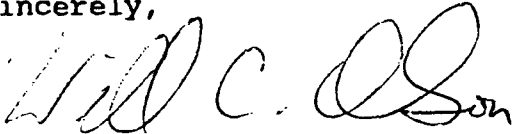
1. GCU #107 (Separator pit)	Unit D, Sec. 19, T29N, R12W.
2. GCU #165 (Separator pit)	Unit H, Sec. 29, T28N, R12W.
3. GCU Com D#160 (Separator pit)	Unit I, Sec. 27, T29N, R12W.
4. GCU Com D#160 (Blow pit)	Unit I, Sec. 27, T29N, R12W.
5. Sammons GC B#1 (Blow pit)	Unit A, Sec. 18, T29N, R09W.

Mr. B.D. Shaw  
July 2, 1996  
Page 3

To simplify the approval process for both Amoco and OCD, the OCD requests that Amoco submit all future pit closure reports only upon completion of all closure activities including onsite landfarming or composting of contaminated soils. The results of final remediation levels achieved during landfarming or composting and the disposition of the remediated soils should be included in the report.

If you have any questions, please call me at (505) 827-7154.

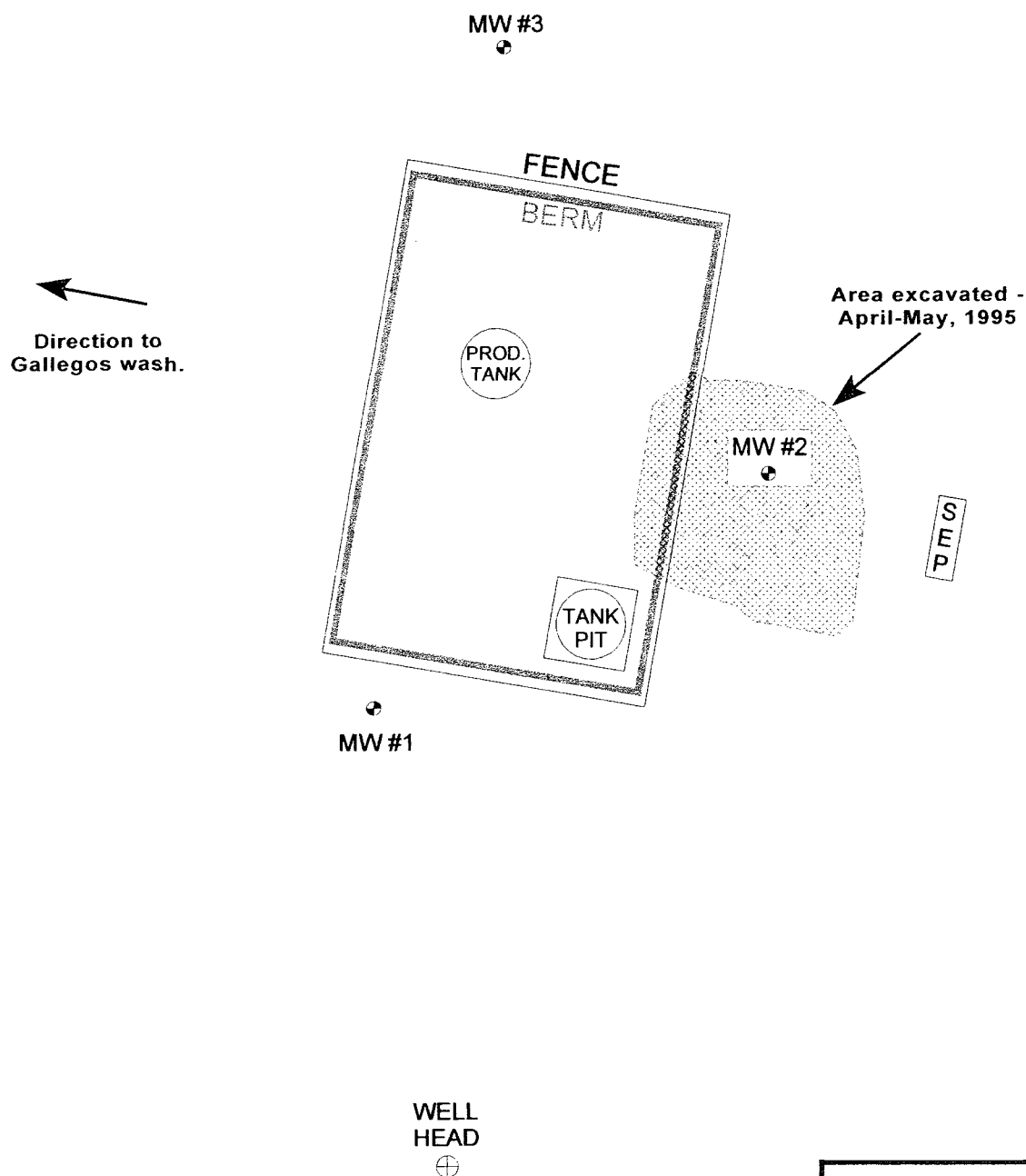
Sincerely,



William C. Olson  
Hydrogeologist  
Environmental Bureau

xc: OCD Aztec District Office  
Bill Liess, BLM Farmington District Office  
Robert O'Neill, Blagg Engineering, Inc.

# FIGURE 1



BP AMERICA PRODUCTION CO.

GCU #165

SE/4 NE/4 SEC. 29, T28N, R12W

SAN JUAN COUNTY, NEW MEXICO

BLAGG ENGINEERING, INC.

CONSULTING PETROLEUM / RECLAMATION SERVICES

P.O. BOX 87

BLOOMFIELD, NEW MEXICO 87413

PHONE: (505) 632-1199

PROJECT: MW INSTALL.

DRAWN BY: NJV

FILENAME: GCU 165-SM.SKF

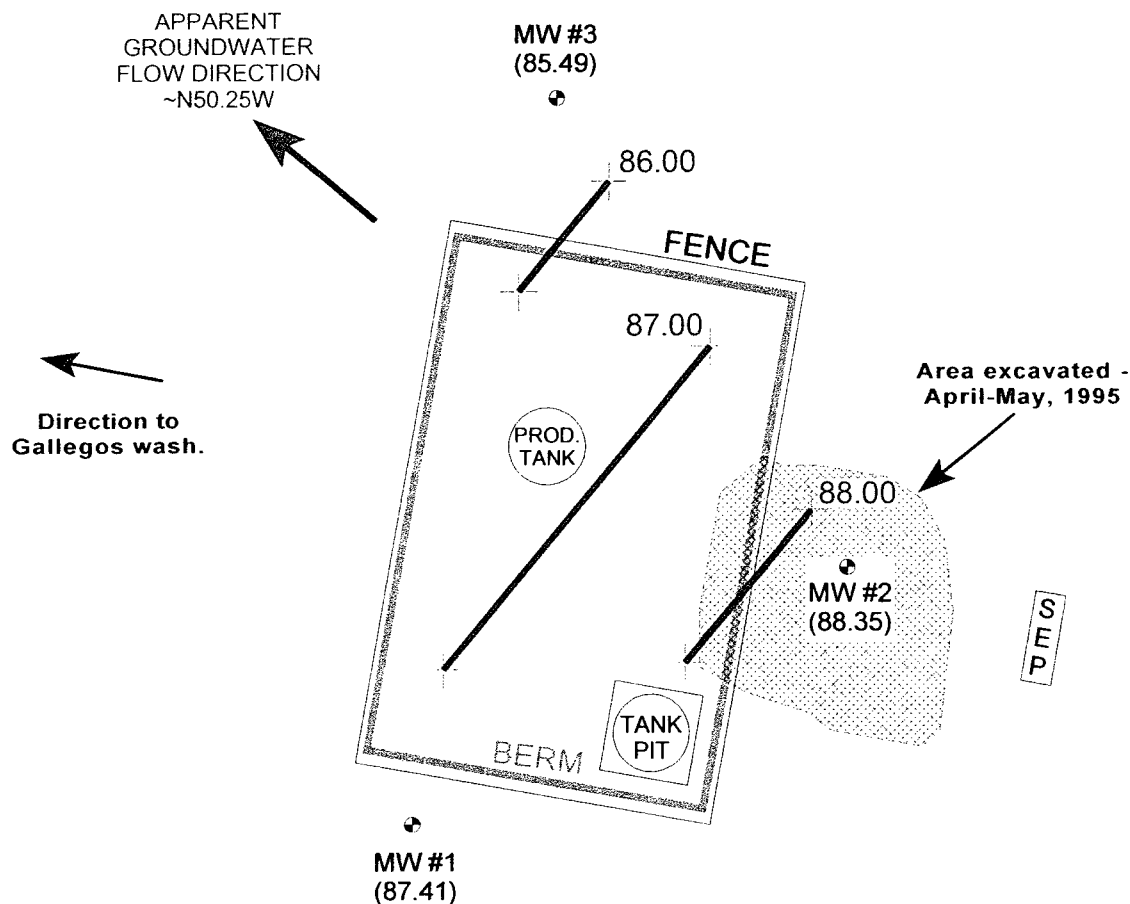
DRAFTED: 07-07-06 NJV

SITE  
MAP

07/06



# FIGURE 2 (3rd 1/4, 2006)



	Top of Well Elevation
MW #1	(101.33)
MW #2	(100.06)
MW #3	(100.43)
MW #1 (87.41)	Groundwater Elevation as of 8/3/06.

MONITOR WELL LOCATIONS ARE ONLY AS ACCURATE AS THE INSTRUMENTS USED IN OBTAINING THE FOOTAGE & BEARING FROM THE WELL HEAD (TAPE MEASURE, LASER RANGE FINDER, & BRUNTON COMPASS). ALL OTHER STRUCTURES DISPLAYED ON THIS MAP ARE SOLELY FOR REFERENCE AND MAY NOT BE TO SCALE.

1 INCH = 30 FT.

0 30 60 FT.

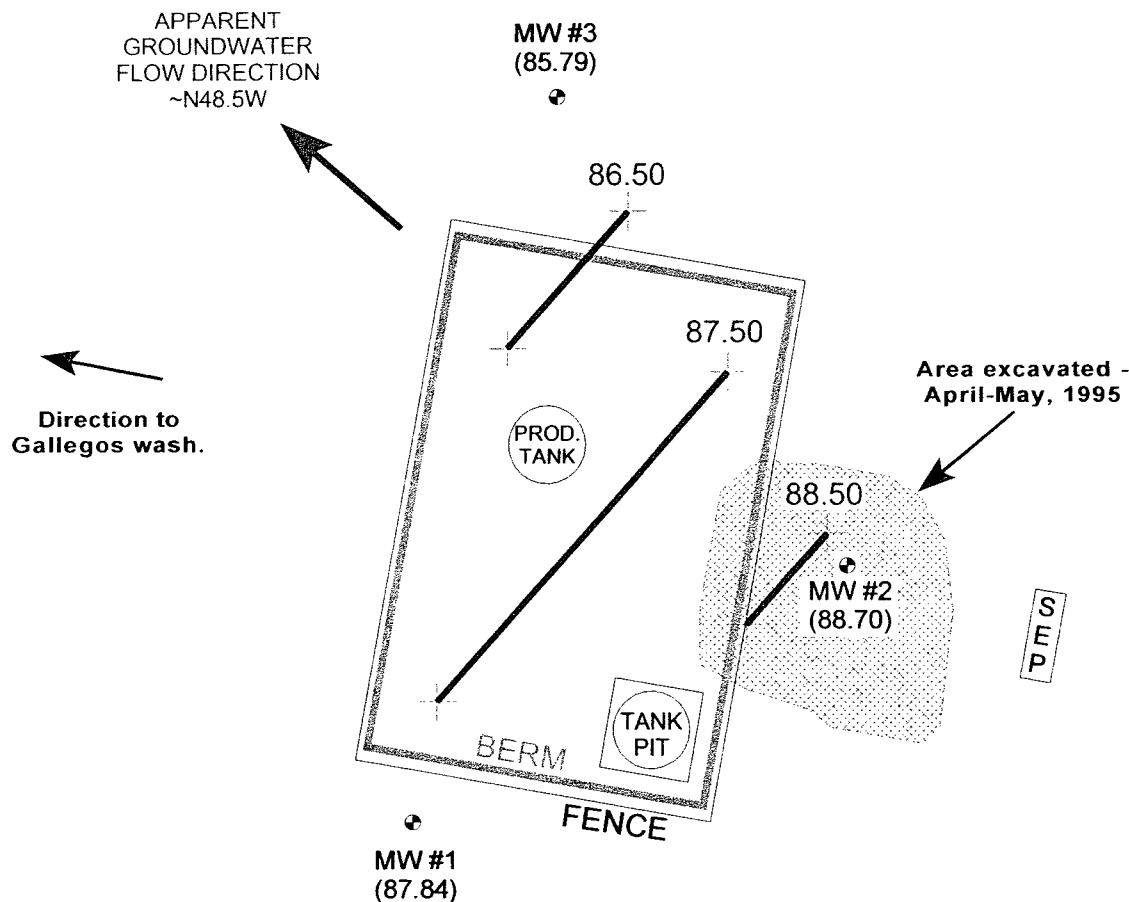
BP AMERICA PRODUCTION CO.  
GCU #165  
SE 1/4 NE 1/4 SEC. 29, T28N, R12W  
SAN JUAN COUNTY, NEW MEXICO

BLAGG ENGINEERING, INC.  
CONSULTING PETROLEUM / RECLAMATION SERVICES  
P.O. BOX 87  
BLOOMFIELD, NEW MEXICO 87413  
PHONE: (505) 632-1199

PROJECT: MW SAMPLING  
DRAWN BY: NJV  
FILENAME: 08-03-06-GW.SKF  
REVISED: 08-06-06 NJV

GROUNDWATER  
CONTOUR  
MAP  
08/06

# FIGURE 3 (4th 1/4, 2006)



Top of Well Elevation	
MW #1	(101.33)
MW #2	(100.06)
MW #3	(100.43)
MW #1 (87.84)	Groundwater Elevation as of 10/30/06.

MONITOR WELL LOCATIONS ARE ONLY AS ACCURATE  
AS THE INSTRUMENTS USED IN OBTAINING THE  
FOOTAGE & BEARING FROM THE WELL HEAD  
(TAPE MEASURE, LASER RANGE FINDER, & BRUNTON  
COMPASS). ALL OTHER STRUCTURES DISPLAYED ON  
THIS MAP ARE SOLELY FOR REFERENCE AND MAY NOT  
BE TO SCALE.

1 INCH = 30 FT.

0 30 60 FT.

BP AMERICA PRODUCTION CO.  
CCU #165  
SE/4 NE/4 SEC. 29, T28N, R12W  
SAN JUAN COUNTY, NEW MEXICO

BLAGG ENGINEERING, INC.  
CONSULTING PETROLEUM / RECLAMATION SERVICES  
P.O. BOX 87  
BLOOMFIELD, NEW MEXICO 87413  
PHONE: (505) 632-1199

PROJECT: MW SAMPLING  
DRAWN BY: NJV  
FILENAME: 10-30-06-GW.SKF  
REVISED: 10-30-06 NJV

GROUNDWATER  
CONTOUR  
MAP  
10/06

# FIGURE 4 (1st 1/4, 2007)



APPARENT  
GROUNDWATER  
FLOW DIRECTION  
~N48.5W

Direction to  
Gallegos wash.

MW #3  
(85.95)

86.50

87.50

PROD.  
TANK

88.50

MW #2  
(88.97)

Area excavated -  
April-May, 1995

SEP

BERM

FENCE

MW #1  
(88.08)

TANK  
PIT

WELL  
HEAD



1 INCH = 30 FT.

0 30 60 FT.

	Top of Well Elevation
MW #1	(101.33)
MW #2	(100.06)
MW #3	(100.43)
MW #1 (88.08)	Groundwater Elevation as of 1/24/07.

MONITOR WELL LOCATIONS ARE ONLY AS ACCURATE AS THE INSTRUMENTS USED IN OBTAINING THE FOOTAGE & BEARING FROM THE WELL HEAD (TAPE MEASURE, LASER RANGE FINDER, & BRUNTON COMPASS). ALL OTHER STRUCTURES DISPLAYED ON THIS MAP ARE SOLELY FOR REFERENCE AND MAY NOT BE TO SCALE.

BP AMERICA PRODUCTION CO.

GCU #165

SE 1/4 NE 1/4 SEC. 29, T28N, R12W

SAN JUAN COUNTY, NEW MEXICO

BLAGG ENGINEERING, INC.

CONSULTING PETROLEUM / RECLAMATION SERVICES

P.O. BOX 87

BLOOMFIELD, NEW MEXICO 87413

PHONE: (505) 632-1199

PROJECT: MW SAMPLING

DRAWN BY: NJV

FILENAME: 01-24-07-GW.SKF

REVISED: 01-26-07 NJV

GROUNDWATER

CONTOUR

MAP

01/07

# FIGURE 5 (2nd 1/4, 2007)



APPARENT  
GROUNDWATER  
FLOW DIRECTION  
~N48.75W

Direction to  
Gallegos wash.

MW #3  
(85.86)

86.50

87.50

PROD.  
TANK

Area excavated -  
April-May, 1995

88.50

MW #2  
(88.84)

SEP

BERM

TANK  
PIT

FENCE

MW #1  
(87.94)

WELL  
HEAD



1 INCH = 30 FT.

0 30 60 FT.

Top of Well Elevation	
MW #1	(101.33)
MW #2	(100.06)
MW #3	(100.43)
Groundwater Elevation as of 5/8/07.	
MW #1 (87.94)	

MONITOR WELL LOCATIONS ARE ONLY AS ACCURATE  
AS THE INSTRUMENTS USED IN OBTAINING THE  
FOOTAGE & BEARING FROM THE WELL HEAD  
(TAPE MEASURE, LASER RANGE FINDER, & BRUNTON  
COMPASS). ALL OTHER STRUCTURES DISPLAYED ON  
THIS MAP ARE SOLELY FOR REFERENCE AND MAY NOT  
BE TO SCALE.

BP AMERICA PRODUCTION CO.  
GCU #165  
SE/4 NE/4 SEC. 29, T28N, R12W  
SAN JUAN COUNTY, NEW MEXICO

BLAGG ENGINEERING, INC.  
CONSULTING PETROLEUM / RECLAMATION SERVICES  
P.O. BOX 87  
BLOOMFIELD, NEW MEXICO 87413  
PHONE: (505) 632-1199

PROJECT: MW SAMPLING  
DRAWN BY: NJV  
FILENAME: 05-08-07-GW.SKF  
REVISED: 05-08-07 NJV

GROUNDWATER  
CONTOUR  
MAP  
05/07

# FIGURE 6 (3rd 1/4, 2007)



APPARENT  
GROUNDWATER  
FLOW DIRECTION  
~N48.5W



Direction to  
Gallegos wash.



MW #3  
(85.22)



86.00

87.00

PROD.  
TANK

Area excavated -  
April-May, 1995

88.00

MW #2  
(88.24)

S  
E  
P

BERM

TANK  
PIT

FENCE

MW #1  
(87.34)



WELL  
HEAD



1 INCH = 30 FT.

0 30 60 FT.

	Top of Well Elevation
MW #1	(101.33)
MW #2	(100.06)
MW #3	(100.43)
● MW #1 (87.34)	Groundwater Elevation as of 8/15/07.

MONITOR WELL LOCATIONS ARE ONLY AS ACCURATE  
AS THE INSTRUMENTS USED IN OBTAINING THE  
FOOTAGE & BEARING FROM THE WELL HEAD  
(TAPE MEASURE, LASER RANGE FINDER, & BRUNTON  
COMPASS). ALL OTHER STRUCTURES DISPLAYED ON  
THIS MAP ARE SOLELY FOR REFERENCE AND MAY NOT  
BE TO SCALE.

BP AMERICA PRODUCTION CO.

GCU #165

SE 1/4 NE 1/4 SEC. 29, T28N, R12W

SAN JUAN COUNTY, NEW MEXICO

BLAGG ENGINEERING, INC.

CONSULTING PETROLEUM / RECLAMATION SERVICES

P.O. BOX 87

BLOOMFIELD, NEW MEXICO 87413

PHONE: (505) 632-1199

PROJECT: MW SAMPLING

DRAWN BY: NJV

FILENAME: 08-15-07-GW.SKF

REVISED: 08-15-07 NJV

GROUNDWATER

CONTOUR

MAP

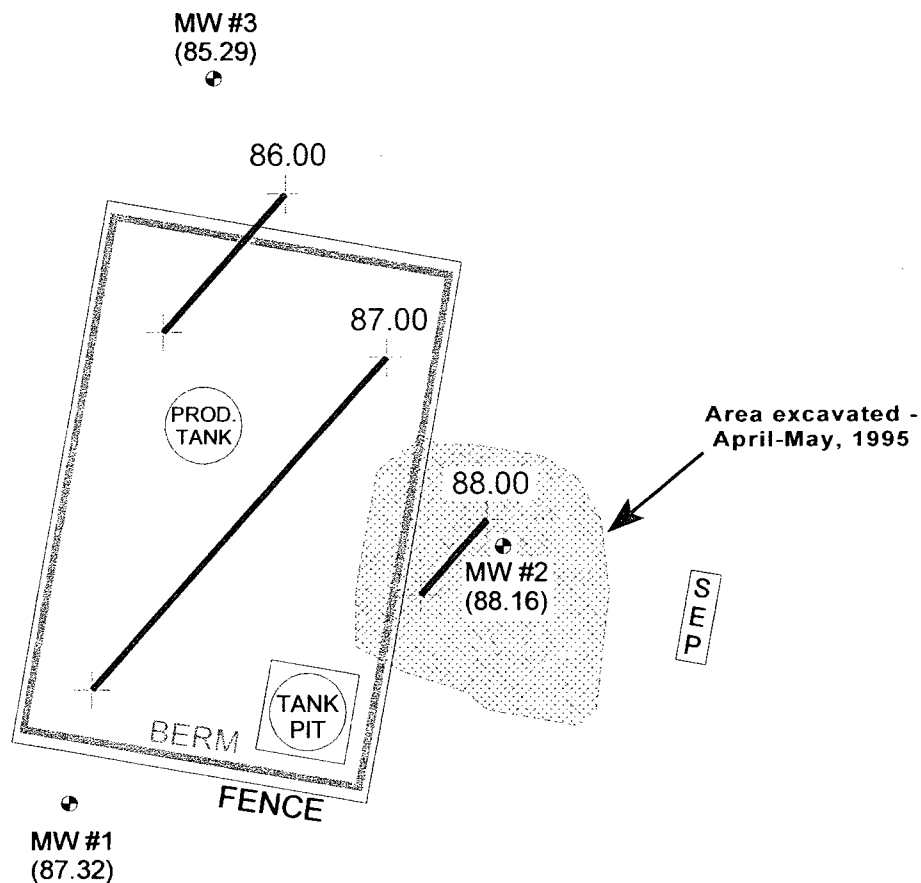
08/07

# FIGURE 7 (4th 1/4, 2007)



APPARENT  
GROUNDWATER  
FLOW DIRECTION  
~N48.25W

Direction to  
Gallegos wash.



WELL  
HEAD  
⊕

1 INCH = 30 FT.

0 30 60 FT.

Top of Well Elevation	
MW #1	(101.33)
MW #2	(100.06)
MW #3	(100.43)
Groundwater Elevation as of 10/25/07.	
MW #1 (87.32)	

MONITOR WELL LOCATIONS ARE ONLY AS ACCURATE AS THE INSTRUMENTS USED IN OBTAINING THE FOOTAGE & BEARING FROM THE WELL HEAD (TAPE MEASURE, LASER RANGE FINDER, & BRUNTON COMPASS). ALL OTHER STRUCTURES DISPLAYED ON THIS MAP ARE SOLELY FOR REFERENCE AND MAY NOT BE TO SCALE.

BP AMERICA PRODUCTION CO.  
GCU #165  
SE/4 NE/4 'SEC. 29, T28N, R12W  
SAN JUAN COUNTY, NEW MEXICO

BLAGG ENGINEERING, INC.  
CONSULTING PETROLEUM / RECLAMATION SERVICES  
P.O. BOX 87  
BLOOMFIELD, NEW MEXICO 87413  
PHONE: (505) 632-1199

PROJECT: MW SAMPLING  
DRAWN BY: NJV  
FILENAME: 10-25-07-GW.SKF  
REVISED: 10-25-07 NJV

GROUNDWATER  
CONTOUR  
MAP  
10/07

# BLAGG ENGINEERING, Inc.

P.O. BOX 87  
BLOOMFIELD, NM 87413  
(505) 632-1199


## MW #1

# BORE / TEST HOLE REPORT

CLIENT: **BP AMERICA PRODUCTION COMPANY**  
LOCATION NAME: **GCU # 165 UNIT H, SEC. 29, T28N, R12W**  
CONTRACTOR: **BLAGG ENGINEERING, INC. / ENVIROTECH, INC.**  
EQUIPMENT USED: **MOBILE DRILL RIG (CME 75)**  
BORING LOCATION: **79.5 FEET, N9W FROM WELL HEAD.**

BORING #..... **BH - 1**  
MW #..... **1**  
PAGE #..... **1**  
DATE STARTED **7/6/06**  
DATE FINISHED **7/6/06**  
OPERATOR..... **KP**  
PREPARED BY **NJV**

DEPTH (FT.)	INTERVAL	LITHOLOGY INTERVAL	MW SCHEMATIC	FIELD CLASSIFICATION AND REMARKS
				GROUND SURFACE
				TOP OF CASING APPROX. 2.90 FEET ABOVE GRADE.
2				
4				
6				DARK YELLOWISH ORANGE SAND, NON COHESIVE, SLIGHTLY MOIST, FIRM, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (0.0 - 9.0 FT. BELOW GRADE).
8				
10				SAMPLE BH1 @ 10 FT. - TIME COLLECTED 0826, OVM = 0.0 ppm.
12				DEPTH TO WATER APPROX. 11.02 FT. BELOW GRADE, MEASURED 8/3/06.
14				GRAYISH ORANGE SAND, NON COHESIVE, SLIGHTLY MOIST TO WET, FIRM, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (9.0 - 14.0 FT. BELOW GRADE).
16				
18				SAME AS ABOVE EXCEPT SATURATED (14.0 - 19.0 FT. BELOW GRADE).
20				GRAYISH ORANGE BEDROCK (SANDSTONE), FRIABLE, DRY, SOFT TO HARD, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (19.0 - 22.0 FT. BELOW GRADE).
22				
24				
26				
28				
30				
32				
34				
36				
38				
40				

NOTES:  - SAND.  
TOS - Top of screen of monitor well.  
TD - Total depth/bottom extent of monitor well.  
OVM - organic vapor meter or PID (photoionization detector).  
ppm - parts per million.

**OVM CALIBRATION:**  
54.5 ppm; RF = 0.52  
(RF = response factor).  
100 ppm calibration gas  
- isobutylene.  
Date - 7/6/06.  
Time - 0833.

Monitor well consist of 2 inch PVC piping - casing from 2.90 ft. above grade to 11.10 ft. below grade, 0.010 slotted screen between 11.10 to 21.10 ft. below grade, sand packed annular to 10 ft. below grade, bentonite grout between 8.0 to 10.00 ft. below grade, fill dirt between 3.0 to 8.0 ft. below grade, bentonite grout between 0.6 to 3.0 ft. below grade. Well protector encompassing above grade casing and secured with padlock.

DRAWING: GCU 165 BH1-MW1. SKF

DATE: 8/6/06

DWN BY: NJV

# BLAGG ENGINEERING, Inc.

P.O. BOX 87  
BLOOMFIELD, NM 87413

(505) 632-1199


## MW #2

## BORE / TEST HOLE REPORT

CLIENT: **BP AMERICA PRODUCTION COMPANY**  
LOCATION NAME: **GCU # 165 UNIT H, SEC. 29, T28N, R12W**  
CONTRACTOR: **BLAGG ENGINEERING, INC. / ENVIROTECH, INC.**  
EQUIPMENT USED: **MOBILE DRILL RIG (CME 76)**  
BORING LOCATION: **130.5 FEET, N25E FROM WELL HEAD.**

BORING #..... **BH - 3**  
MW #..... **2**  
PAGE #..... **3**  
DATE STARTED **7/6/06**  
DATE FINISHED **7/6/06**  
OPERATOR..... **KP**  
PREPARED BY **NJV**

DEPTH (FT.)	INTERVAL	LITHOLOGY INTERVAL	MW SCHEMATIC	FIELD CLASSIFICATION AND REMARKS
				GROUND SURFACE
				TOP OF CASING APPROX. 2.10 FEET ABOVE GRADE.
2				
4				DARK YELLOWISH ORANGE SAND, NON COHESIVE, SLIGHTLY MOIST, FIRM, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (0.0 - 9.0 FT. BELOW GRADE).
6				
8				SAMPLE BH3 @ 10 FT. - TIME COLLECTED 1100, OVM = 1,072 ppm, TPH = 260 mg/kg or ppm, BENZENE = ND mg/kg or ppm, TOTAL BTEX = 4.26 mg/kg or ppm.
10				DEPTH TO WATER APPROX. 9.61 FT. BELOW GRADE, MEASURED 8/3/06.
12				
14				MEDIUM DARK GRAY SAND WITH MINOR AMOUNT OF GRAVEL, NON COHESIVE, SLIGHTLY MOIST TO WET, FIRM, STRONG APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (9.0 - 16.0 FT. BELOW GRADE).
16				
18				DARK GREENISH GRAY SAND, NON COHESIVE, SATURATED, FIRM TO LOOSE, STRONG APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (16.0 - 20.0 FT. BELOW GRADE).
20				
22				DARK GREENISH TO LIGHT GRAY BEDROCK (SANDSTONE), FRIABLE, DRY, SOFT TO HARD, UNABLE TO DETERMINE IF ANY HYDROCARBON ODOR PRESENT PHYSICALLY WITHIN CUTTINGS (20.0 - 22.0 FT. BELOW GRADE).
24				
26				
28				
30				
32				
34				
36				
38				
40				

NOTES:  - SAND.

TOS - Top of screen of monitor well.  
TD - Total depth/bottom extent of monitor well.  
OVM - organic vapor meter or PID (photoionization detector).  
TPH - total petroleum hydrocarbons (US Epa modified method 8015B).  
BTEX - benzene, toluene, ethylbenzene, & total xylenes (US Epa method 8021B).  
mg/kg - milligram per kilogram.  
ppm - parts per million.  
ND - Not Detected at the Reporting Limit.

**OVM CALIBRATION:**  
54.5 ppm; RF = 0.52  
(RF = response factor).  
100 ppm calibration gas  
- isobutylene.  
Date - 7/6/06.  
Time - 0833.

Monitor well consist of 2 inch PVC piping - casing from 2.10 ft. above grade to 11.90 ft. below grade, 0.010 slotted screen between 11.90 to 21.90 ft. below grade, sand packed annular to 10 ft. below grade, bentonite grout between 8.0 to 10.00 ft. below grade, fill dirt between 3.0 to 8.0 ft. below grade, bentonite grout between 0.5 to 3.0 ft. below grade. Well protector encompassing above grade casing and secured with padlock.

DRAWING: GCU 165 BH3-MW2. SKF

DATE: 8/6/06

DWN BY: NJV



# BLAGG ENGINEERING, Inc.

P.O. BOX 87  
BLOOMFIELD, NM 87413  
(505) 632-1199

## MW #3

# BORE / TEST HOLE REPORT

CLIENT: **BP AMERICA PRODUCTION COMPANY**  
LOCATION NAME: **GCU # 165 UNIT H, SEC. 29, T28N, R12W**  
CONTRACTOR: **BLAGG ENGINEERING, INC. / ENVIROTECH, INC.**  
EQUIPMENT USED: **MOBILE DRILL RIG (CME 75)**  
BORING LOCATION: **191 FEET, N3E FROM WELL HEAD.**

BORING #..... **BH - 2**  
MW #..... **3**  
PAGE #..... **2**  
DATE STARTED **7/6/06**  
DATE FINISHED **7/6/06**  
OPERATOR..... **KP**  
PREPARED BY **NJV**

DEPTH (FT.)	INTERVAL	LITHOLOGY INTERVAL	MW SCHEMATIC	FIELD CLASSIFICATION AND REMARKS
				GROUND SURFACE
				TOP OF CASING APPROX. 2.20 FEET ABOVE GRADE.
2				
4				DARK YELLOWISH ORANGE SAND, NON COHESIVE, SLIGHTLY MOIST, FIRM, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (0.0 - 7.0 FT. BELOW GRADE).
6				
8				SAME AS ABOVE EXCEPT WITH MINOR AMOUNT OF GRAVEL (7.0 - 9.0 FT. BELOW GRADE).
10				SAMPLE BH2 @ 10 FT. - TIME COLLECTED 0945, OVM = 0.0 ppm, TPH = ND mg/kg or ppm.
12			TOS 11.80 ft.	DEPTH TO WATER APPROX. 12.74 FT. BELOW GRADE, MEASURED 8/3/06.
14				GRAYISH ORANGE SAND, NON COHESIVE, SLIGHTLY MOIST TO SATURATED, FIRM, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (9.0 - 16.0 FT. BELOW GRADE).
16				
18				GRAYISH ORANGE BEDROCK (SANDSTONE), FRIABLE, DRY, SOFT TO HARD, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (16.0 - 22.0 FT. BELOW GRADE).
20			TD 21.80 ft.	
22				
24				
26				
28				
30				
32				
34				
36				
38				
40				

NOTES:  - SAND.

TOS - Top of screen of monitor well.

TD - Total depth/bottom extent of monitor well.

OVM - organic vapor meter or PID (photoionization detector).

TPH - total petroleum hydrocarbons (US Epa modified method 8015B).

mg/kg - milligram per kilogram.

ppm - parts per million.

ND - Not Detected at the Reporting Limit.

**OVM CALIBRATION:**

54.5 ppm; RF = 0.52  
(RF = response factor).

100 ppm calibration gas  
- isobutylene.

Date - 7/6/06.

Time - 0833.

Monitor well consist of 2 inch PVC piping - casing from 2.20 ft. above grade to 11.80 ft. below grade, 0.010 slotted screen between 11.80 to 21.80 ft. below grade, sand packed annular to 10 ft. below grade, bentonite grout between 8.0 to 10.00 ft. below grade, fill dirt between 3.0 to 8.0 ft. below grade, bentonite grout between 0.5 to 3.0 ft. below grade. Well protector encompassing above grade casing and secured with padlock.

DRAWING: GCU 165 BH2-MW3. SKF

DATE: 8/6/06

DWN BY: NJV

**Hall Environmental Analysis Laboratory, Inc.**

Date: 18-Jul-06

CLIENT: Blagg Engineering  
Lab Order: 0607073  
Project: GCU #165  
Lab ID: 0607073-01

Client Sample ID: BH2 @ 10'-MW #3  
Collection Date: 7/6/2006 9:45:00 AM  
Date Received: 7/7/2006  
Matrix: SOIL

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
<b>EPA METHOD 8015B: DIESEL RANGE ORGANICS</b>						Analyst: SCC
Diesel Range Organics (DRO)	ND	10		mg/Kg	1	7/12/2006 8:34:44 AM
Surr: DNOP	97.0	61.7-135		%REC	1	7/12/2006 8:34:44 AM
<b>EPA METHOD 8015B: GASOLINE RANGE</b>						Analyst: NSB
Gasoline Range Organics (GRO)	ND	5.0		mg/Kg	1	7/12/2006 10:52:31 PM
Surr: BFB	103	81.7-127		%REC	1	7/12/2006 10:52:31 PM

Qualifiers: \* Value exceeds Maximum Contaminant Level  
E Value above quantitation range  
J Analyte detected below quantitation limits  
S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank  
H Holding times for preparation or analysis exceeded  
ND Not Detected at the Reporting Limit

## Hall Environmental Analysis Laboratory, Inc.

Date: 18-Jul-06

CLIENT: Blagg Engineering  
 Lab Order: 0607073  
 Project: GCU #165  
 Lab ID: 0607073-02

Client Sample ID: BH3 @ 10'-MW #2  
 Collection Date: 7/6/2006 11:00:00 AM  
 Date Received: 7/7/2006  
 Matrix: SOIL

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
<b>EPA METHOD 8015B: DIESEL RANGE ORGANICS</b>						Analyst: SCC
Diesel Range Organics (DRO)	140	10		mg/Kg	1	7/12/2006 10:12:05 AM
Surr: DNOP	102	61.7-135		%REC	1	7/12/2006 10:12:05 AM
<b>EPA METHOD 8015B: GASOLINE RANGE</b>						Analyst: NSB
Gasoline Range Organics (GRO)	120	50		mg/Kg	10	7/12/2006 11:21:43 PM
Surr: BFB	202	81.7-127	S	%REC	10	7/12/2006 11:21:43 PM
<b>EPA METHOD 8021B: VOLATILES</b>						Analyst: NSB
Benzene	ND	0.50		mg/Kg	10	7/12/2006 11:21:43 PM
Toluene	ND	0.50		mg/Kg	10	7/12/2006 11:21:43 PM
Ethylbenzene	0.56	0.50		mg/Kg	10	7/12/2006 11:21:43 PM
Xylenes, Total	3.7	1.5		mg/Kg	10	7/12/2006 11:21:43 PM
Surr: 4-Bromofluorobenzene	102	76.8-115		%REC	10	7/12/2006 11:21:43 PM
<b>EPA METHOD 9056A: ANIONS</b>						Analyst: TES
Chloride	2.5	1.5		mg/Kg	5	7/18/2006 1:28:41 AM

TOTAL TPH = 260 mg/Kg or ppm

ND 510-PPRO  
 (ppm)  
 100

TOTAL BTEX = 4.26 mg/Kg or ppm

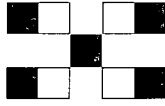
50

Qualifiers: \* Value exceeds Maximum Contaminant Level  
 E Value above quantitation range  
 J Analyte detected below quantitation limits  
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank  
 H Holding times for preparation or analysis exceeded  
 ND Not Detected at the Reporting Limit

**HALL ENVIRONMENTAL  
ANALYSIS LABORATORY**

4901 Hawkins NE, Suite D  
Albuquerque, New Mexico 87109  
Tel. 505.345.3975 Fax 505.345.4107  
[www.hallenviromental.com](http://www.hallenviromental.com)



# ANALYSIS REQUEST

CHAIN-OF-CUSTODY RECORD					QA / QC Package:		
					<input type="checkbox"/> Std <input type="checkbox"/> Level 4 <input type="checkbox"/>		
					Other: _____		
Client: <u>BLAGG ENTER./BP AMERICA</u>			Project Name: <u>GCM #165</u>				
Address: <u>P.O. BOX 87</u>			Project #: _____				
<u>B.F.D., NM 87413</u>			Project Manager: <u>NV</u>				
Phone #: <u>632-1199</u>			Sampler: <u>NV</u>				
Fax #: _____			Sample Temperature: <u>5°C</u>				
Date	Time	Matrix	Sample I.D. No.	Number/Volume	Preservative		HEAL No.
					HgCl <sub>2</sub>	HNO <sub>3</sub>	
<u>7/6/06</u>	<u>0945</u>	<u>SOIL</u>	<u>BH2 @ 10' - MW #3</u>	<u>1-4 oz.</u>		<input checked="" type="checkbox"/>	<u>0607073-</u>
<u>7/6/06</u>	<u>1100</u>	<u>SOIL</u>	<u>BH3 @ 10' - MW #2</u>	<u>1-4 oz.</u>		<input checked="" type="checkbox"/>	<u>2</u>
Date: <u>7/7/06</u>	Time: <u>0645</u>	Relinquished By: (Signature) <u>[Signature]</u>		Received By: (Signature) <u>[Signature]</u>		Date: <u>7/7/06</u>	
Date: _____	Time: _____	Relinquished By: (Signature) _____		Received By: (Signature) _____		Date: _____	

1. DEFINITIONS

1.1 "Acceptance of a sample" means the determination of HEAL to proceed with work following receipt and inspection of such sample.

1.2 "Customer" means the individual or entity who may request laboratory services and his or its heirs, successors, assigns, and representatives.

1.3 HEAL means Hall Environmental Analysis Laboratory's employees, servants, agents, and representative.

1.4 "Price schedule" means HEAL's standard price schedule, as such, document may be amended from time to time by HEAL.

1.5 "Results" mean data generated by HEAL from the analysis of one or more samples.

1.6 "Terms and Conditions" mean these Terms and Conditions of sale, including the Price Schedule, and any additions or amendments hereto which are agreed to in writing by HEAL as provided in Section 7.1

2. ORDERS

2.1 The customer may order services by submitting a written purchase order to HEAL, by placing a telephone order, which will be subsequently confirmed in writing, or by negotiated contract. Any such order constitutes a) an acceptance by the Customer of HEAL's offer to do business with the Customer under these Terms and Conditions, and b) an agreement to be bound by these Terms and Conditions. The Customer's delivery of samples to HEAL constitutes the Customer's express assent to be governed by these Terms and Conditions. HEAL reserves the right to refuse to proceed with work at any time based upon an unfavorable customer credit report.

2.2 Any order placed by the Customer under Section 2.1 is subject to a minimum cancellation charge of \$250.

3. PAYMENT TERMS

3.1 Services performed by HEAL will be in accordance with prices quoted and later confirmed in writing or as stated on the Price Schedule, which prices are subject to change periodically without notice. The Customer should confirm with HEAL the current price prior to placing an order for work.

3.2 Payment terms are net 30 days from the date of invoice by HEAL. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) per month or portion thereof from the due date until the date of payment. All payments shall be made in United State currency.

3.3 The prices stated on the Price Schedule do not include any sales, use or other taxes unless specifically stated. Such taxes will be added to invoice prices when required.

4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

4.1 Prior to HEAL'S Acceptance of any sample (or after any revocation of Acceptance), the entire risk of loss or damage to such sample will remain with the Customer. In no event will HEAL have any responsibility or liability for the action or inaction of HEAL'S carrier shipping or delivering any sample to or from HEAL'S premises.

4.2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance of, any sample which in the sole judgment of HEAL a) is of unsuitable volume, b) unsuitable containers as required for the requested analysis, or c) may be or become unsuitable for, or may pose a risk in, handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

4.3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these

methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgement of HEAL, which deviation, if any, will be made on a basis consistent with recognized standards of industry and/or HEAL'S Standard Operating Procedures.

4.4 Upon timely delivery of samples, HEAL will use its best efforts to comply with storage, processing and analytical holding time limits as set forth in applicable EPA or state guidelines or otherwise requested by the Customer or set forth on the Price Schedule. However, unless specifically made part of a written agreement between HEAL and the Customer, such time limits cannot be guaranteed. Unless specifically indicated on the Price Schedule or expressly made part of a written agreement between HEAL and the Customer, analytical turnaround times are not guaranteed.

4.5 At HEAL'S sole discretion, verbal Results may be given in advance of the written report of Results. Such verbal Results are TENTATIVE RESULTS ONLY, subject to confirmation or change based on HEAL'S standard quality assurance review procedures.

5. WARRANTIES, LIABILITY AND INDEMNIFICATION

5.1 HEAL warrants only that its services will fulfill obligations set forth in Section 4.3 and 4.4 hereof. This warranty is the sole and exclusive warranty given by HEAL in connection with any such services, and HEAL gives and makes no other representation or warranty of any kind, express or implied. No representative of HEAL is authorized to give or make any other representation or warranty or modify the warranty in any way.

5.2 The liability and obligations of HEAL, and the remedies of the Customer in connection with any services performed by HEAL, will be limited to repeating the services performed or, at the sole option of HEAL, refunding in full or in part fees paid by the Customer for such services. HEAL'S obligation to repeat any services will respect to any sample will be contingent on the Customer's providing, at the request of HEAL, and at the Customer's expense, an additional sample if necessary. Any reanalysis generating Results consistent with the Original Results will be at the Customer's expense. Except as otherwise specifically provided herein, HEAL shall have no liability, obligation or responsibility of any kind for any losses, costs, expenses, or other damages (including but not limited to any special, indirect, incidental or consequential damages) for any representation or warranty of a kind with respect to HEAL'S Services or Results.

5.3 In no event shall HEAL have any responsibility or liability to the Customer for any failure or delay in performance by HEAL, which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of HEAL. Such cause and circumstance shall include, but not be limited to, acts of God, acts of Customer, acts of orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disputes, difficulties or delays in transportation, mail or delivery services, inability to obtain from HEAL usual sources sufficient services or supplies, or any other cause beyond HEAL'S reasonable control.

5.4 All results provided by HEAL are strictly for the use of its Customers, and HEAL is in no way responsible for the use of such results by Customers or third parties. All results should be considered in their entirety, and HEAL is in no way responsible for the separation, detachment, or other use of any portion of the results.

5.5 The customer represents and warrants that any sample delivered to HEAL will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by the customer. The Customer further warrants that any sample containing any hazardous substance, which is to be delivered to HEAL'S premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

5.6 It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, treator, storer, or disposer of hazardous or toxic substances found or identified at a site, and the Customer agrees to assume the responsibility for the foregoing.

5.7 The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgments, damages, losses, liabilities, expenses, payments, taxes, duties, fines and/or other costs (including but not limited to liability to a third party) arising out of a) the presence of hazardous substances in any sample of the Customer (regardless of the Customer's compliance with paragraph 5.5 hereof) b) accidents occurring during the transport of any sample of the Customer, c) events control or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL.

5.8 Should any Customer sample, due to its matrix or constituents of its matrix, cause the operations of any HEAL instrumentation to be reduced, stopped, or altered, HEAL is entitled to compensation by the Customer for any loss of revenue due to the instrument's downtime, and/or the parts and labor necessary to bring the instruments back to its former operating condition. The amount of compensation is negotiable upon acceptance of these Terms and Conditions and the individual circumstances warranting the reimbursement.

6. ENTIRE AGREEMENT: SEVERABILITY

6.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by HEAL as provided in Section 7.1, embodied the whole agreement of the parties. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, unless made in accordance with Section 7.1, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and HEAL. HEAL specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Customer to HEAL.

6.2 The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable.

7. AMENDMENTS AND WAIVERS

7.1 HEAL shall not be subject to or bound by any provision, term or condition which is in addition to or inconsistent or conflicting with these Terms and Conditions. HEAL shall not be deemed to have amended or waived and provision, term or condition, or have given any required consent or approval, or to have waived any breach by the Customer of any of these Terms and Conditions unless specifically set forth in writing and executed on behalf of HEAL by a duly authorized officer. No other employee, servant, agent or representatives of HEAL has any authority whatsoever to add to, delete, alter or vary any of these Terms and Conditions in any manner, or to give any consent, approval or waiver, and HEAL shall not be bound by any such purported addition, deletion, alteration, variation, consent, approval or waiver.

7.2 No waiver by HEAL of any provision, term or condition hereof or of any breach by or obligation of the Customer hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Customer.

8. SAMPLE STORAGE

8.1 Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance. Storage of samples or extracts for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. Normally, a sample storage fee of \$5.00 per sample, per month will be billed monthly unless other arrangements are made. If requested, unused sample material may be returned at the client's expense. Materials, which are identified as hazardous, will be returned to the client or disposed of as hazardous waste and billed at the rate of \$25.00 per sample. HEAL reserves the right to return all other hazardous materials to the client.

9. SECTION HEADING

9.1 The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way These Terms and Conditions or their interpretations.

10. GOVERNING LAW

10.1 These Terms and Conditions, and transaction or agreement to which they apply, shall be governed both as to interpretation and performance by the laws of the State of New Mexico.

## QA/QC SUMMARY REPORT

Client: Blagg Engineering  
Project: GCU #165

Work Order: 0607073

Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD	RPDLimit	Qual
<b>Method: E300</b>									
Sample ID: 0607073-02A MSD		MSD			Batch ID: 10819	Analysis Date: 7/18/2006 2:03:31 AM			
Chloride	15.56	mg/Kg	1.5	87.2	80	120	0.0965	20	
Sample ID: LCS-10819		LCS			Batch ID: 10819	Analysis Date: 7/18/2006 1:11:17 AM			
Chloride	14.79	mg/Kg	0.30	98.6	90	110			
Sample ID: 0607073-02A MS		MS			Batch ID: 10819	Analysis Date: 7/18/2006 1:46:06 AM			
Chloride	15.54	mg/Kg	1.5	87.1	80	120			
<b>Method: SW8015</b>									
Sample ID: 0607073-01AMSD		MSD			Batch ID: 10779	Analysis Date: 7/12/2006 9:39:38 AM			
Diesel Range Organics (DRO)	47.23	mg/Kg	10	94.5	67.4	117	2.92	17.4	
Sample ID: MB-10779		MBLK			Batch ID: 10779	Analysis Date: 7/11/2006 12:30:26 PM			
Diesel Range Organics (DRO)	ND	mg/Kg	10						
Sample ID: LCS-10779		LCS			Batch ID: 10779	Analysis Date: 7/11/2006 1:01:52 PM			
Diesel Range Organics (DRO)	43.78	mg/Kg	10	87.6	64.6	116			
Sample ID: LCSD-10779		LCSD			Batch ID: 10779	Analysis Date: 7/11/2006 1:22:06 PM			
Diesel Range Organics (DRO)	45.24	mg/Kg	10	90.5	64.6	116	3.26	17.4	
Sample ID: 0607073-01AMS		MS			Batch ID: 10779	Analysis Date: 7/12/2006 9:07:11 AM			
Diesel Range Organics (DRO)	45.87	mg/Kg	10	91.7	67.4	117			
<b>Method: SW8015</b>									
Sample ID: MB-10778		MBLK			Batch ID: 10778	Analysis Date: 7/11/2006 11:12:35 PM			
Gasoline Range Organics (GRO)	ND	mg/Kg	5.0						
Sample ID: LCS-10778		LCS			Batch ID: 10778	Analysis Date: 7/11/2006 11:41:41 PM			
Gasoline Range Organics (GRO)	23.40	mg/Kg	5.0	93.6	73.4	115			
<b>Method: SW8021</b>									
Sample ID: MB-10778		MBLK			Batch ID: 10778	Analysis Date: 7/11/2006 11:12:35 PM			
Benzene	ND	mg/Kg	0.050						
Toluene	ND	mg/Kg	0.050						
Ethylbenzene	ND	mg/Kg	0.050						
Xylenes, Total	ND	mg/Kg	0.15						
Sample ID: LCS-10778		LCS			Batch ID: 10778	Analysis Date: 7/11/2006 11:41:41 PM			
Benzene	0.2821	mg/Kg	0.050	88.2	77.5	123			
Toluene	1.763	mg/Kg	0.050	88.2	85.3	129			
Ethylbenzene	0.3630	mg/Kg	0.050	93.1	79.6	121			
Xylenes, Total	2.126	mg/Kg	0.15	99.2	80	130			

## Qualifiers:

E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
R	RPD outside accepted recovery limits	S	Spike Recovery outside accepted recovery limits

Hall Environmental Analysis Laboratory, Inc.

Sample Receipt Checklist

Client Name BLAGG

Date and Time Received:

7/7/2006

Work Order Number 0607073

Received by AT

Checklist completed by

Signature

Date

7/7/06

Matrix

Carrier name Greyhound

Shipping container/cooler in good condition?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Not Present <input type="checkbox"/>	
Custody seals intact on shipping container/cooler?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Not Present <input type="checkbox"/>	Not Shipped <input type="checkbox"/>
Custody seals intact on sample bottles?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
Chain of custody present?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Chain of custody signed when relinquished and received?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Chain of custody agrees with sample labels?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Samples in proper container/bottle?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Sample containers intact?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Sufficient sample volume for indicated test?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
All samples received within holding time?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Water - VOA vials have zero headspace?	No VOA vials submitted <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Water - pH acceptable upon receipt?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Container/Temp Blank temperature?	5°	4° C ± 2 Acceptable If given sufficient time to cool.		

COMMENTS:

Client contacted \_\_\_\_\_ Date contacted: \_\_\_\_\_ Person contacted \_\_\_\_\_

Contacted by: \_\_\_\_\_ Regarding \_\_\_\_\_

Comments: \_\_\_\_\_

Corrective Action \_\_\_\_\_

**CLIENT:** Blagg Engineering

**Project:** GCU #165

**Lab Order:** 0607073

**CASE NARRATIVE**

Analytical Comments for METHOD 8015GRO\_S, SAMPLE 0607073-02A: Elevated surrogate due to matrix interference.



# BLAGG ENGINEERING, INC.

## MONITOR WELL DEVELOPMENT & / OR SAMPLING DATA

CLIENT : BP AMERICA PROD. CO.

CHAIN-OF-CUSTODY # : \_\_\_\_\_

GCU # 165

LABORATORY (S) USED : \_\_\_\_\_

UNIT H, SEC. 29, T28N, R12W

Date : August 3, 2006

SAMPLER : N J V

Filename : 08-03-06.WK4

PROJECT MANAGER : N J V

WELL #	WELL ELEV. (ft)	WATER ELEV. (ft)	DEPTH TO WATER (ft)	TOTAL DEPTH (ft)	SAMPLING TIME	pH	CONDUCT (umhos)	TEMP. (celcius)	VOLUME PURGED (gal.)
1	101.33	87.41	13.92	24.00	1200	7.10	1,500	25.7	5.00
2	100.06	88.35	11.71	24.00	1310	7.26	1,400	26.0	6.00
3	100.43	85.49	14.94	24.00	1235	6.97	1,400	25.2	4.50

INSTRUMENT CALIBRATIONS =	7.00	2,800
DATE & TIME =	08/03/06	00:00

NOTES : Volume of water purged from well prior to sampling:  $V = \pi \times r^2 \times h \times 7.48 \text{ gal./ft}^3 \times 3 \text{ (wellbores)}$ .  
(i.e. 2" MW  $r = (1/12) \text{ ft.}$   $h = 1 \text{ ft.}$ ) (i.e. 4" MW  $r = (2/12) \text{ ft.}$   $h = 1 \text{ ft.}$ )

Ideally a minimum of three (3) wellbore volumes:

2.00 " well diameter = 0.49 gallons per foot of water.

Comments or note well diameter if not standard 2".

Excellent recovery in all MW's. MW #1 & #3 - murky brown in appearance, MW #2 - dark brown in appearance with wisp of sheen within bucket of purged water. Collected BTEX & major anions / cations from all MW's.

Top of casing MW #1 ~ 2.90 ft., MW #2 ~ 2.10 ft., MW #3 ~ 2.20 ft. above grade.

**Hall Environmental Analysis Laboratory, Inc.**

Date: 08-Aug-06

**CLIENT:** Blagg Engineering  
**Project:** GCU #165**Lab Order:** 0608082**Lab ID:** 0608082-01**Collection Date:** 8/3/2006 12:00:00 PM**Client Sample ID:** MW#1**Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
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**EPA METHOD 8021B: VOLATILES**

Analyst: NSB

Benzene	ND	1.0		µg/L	1	8/7/2006 2:20:41 PM
Toluene	ND	1.0		µg/L	1	8/7/2006 2:20:41 PM
Ethylbenzene	ND	1.0		µg/L	1	8/7/2006 2:20:41 PM
Xylenes, Total	ND	3.0		µg/L	1	8/7/2006 2:20:41 PM
Surr: 4-Bromofluorobenzene	91.4	72.2-125		%REC	1	8/7/2006 2:20:41 PM

**Lab ID:** 0608082-02**Collection Date:** 8/3/2006 1:10:00 PM**Client Sample ID:** MW#2**Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
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**EPA METHOD 8021B: VOLATILES**

Analyst: NSB

Benzene	88	1.0		µg/L	1	8/7/2006 2:50:48 PM
Toluene	ND	1.0		µg/L	1	8/7/2006 2:50:48 PM
Ethylbenzene	16	1.0		µg/L	1	8/7/2006 2:50:48 PM
Xylenes, Total	72	3.0		µg/L	1	8/7/2006 2:50:48 PM
Surr: 4-Bromofluorobenzene	110	72.2-125		%REC	1	8/7/2006 2:50:48 PM

**Lab ID:** 0608082-03**Collection Date:** 8/3/2006 12:35:00 PM**Client Sample ID:** MW#3**Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
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**EPA METHOD 8021B: VOLATILES**

Analyst: NSB

Benzene	ND	1.0		µg/L	1	8/7/2006 3:20:55 PM
Toluene	ND	1.0		µg/L	1	8/7/2006 3:20:55 PM
Ethylbenzene	ND	1.0		µg/L	1	8/7/2006 3:20:55 PM
Xylenes, Total	ND	3.0		µg/L	1	8/7/2006 3:20:55 PM
Surr: 4-Bromofluorobenzene	93.7	72.2-125		%REC	1	8/7/2006 3:20:55 PM

**Qualifiers:**

- \* Value exceeds Maximum Contaminant Level
- E Value above quantitation range
- J Analyte detected below quantitation limits
- S Spike Recovery outside accepted recovery limits

- B Analyte detected in the associated Method Blank
- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit

# ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

## CATION / ANION ANALYSIS

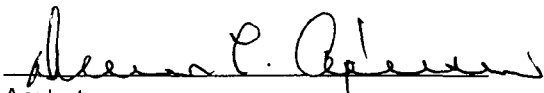
Client: Blagg / BP  
Sample ID: MW #1  
Laboratory Number: 38042  
Chain of Custody: 1265  
Sample Matrix: Water  
Preservative: Cool  
Condition: Cool & Intact


Project #: 94034-010  
Date Reported: 08-04-06  
Date Sampled: 08-03-06  
Date Received: 08-03-06  
Date Extracted: N/A  
Date Analyzed: 08-04-06

Parameter	Analytical Result	Units			
pH	7.06	s.u.			
Conductivity @ 25° C	1,480	umhos/cm			
Total Dissolved Solids @ 180C	1,050	mg/L			
Total Dissolved Solids (Calc)	1,040	mg/L			
SAR	4.1	ratio			
Total Alkalinity as CaCO3	320	mg/L			
Total Hardness as CaCO3	438	mg/L			
Bicarbonate as HCO3	320	mg/L	5.24	meq/L	
Carbonate as CO3	<0.1	mg/L	0.00	meq/L	
Hydroxide as OH	<0.1	mg/L	0.00	meq/L	
Nitrate Nitrogen	0.08	mg/L	0.00	meq/L	
Nitrite Nitrogen	<0.01	mg/L	0.00	meq/L	
Chloride	259.0	mg/L	7.31	meq/L	
Fluoride	1.58	mg/L	0.08	meq/L	
Phosphate	<0.01	mg/L	0.00	meq/L	
Sulfate	228	mg/L	4.75	meq/L	
Iron	<0.001	mg/L	0.00	meq/L	
Calcium	140	mg/L	6.99	meq/L	
Magnesium	21.2	mg/L	1.74	meq/L	
Potassium	3.36	mg/L	0.09	meq/L	
Sodium	197	mg/L	8.57	meq/L	
Cations			17.39	meq/L	
Anions			17.38	meq/L	
Cation/Anion Difference			0.02%		

Reference: U.S.E.P.A., 600/4-79-020, "Methods for Chemical Analysis of Water and Wastes", 1983.  
Standard Methods For The Examination of Water And Waste Water", 18th ed., 1992.

Comments: GCU #165 Grab Sample

  
Analyst

  
Review

# ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

## CATION / ANION ANALYSIS

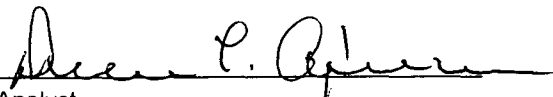
Client: Blagg / BP  
Sample ID: MW #2  
Laboratory Number: 38043  
Chain of Custody: 1265  
Sample Matrix: Water  
Preservative: Cool  
Condition: Cool & Intact

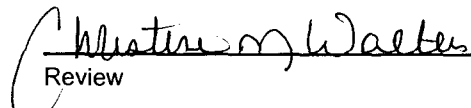
Project #: 94034-010  
Date Reported: 08-04-06  
Date Sampled: 08-03-06  
Date Received: 08-03-06  
Date Extracted: N/A  
Date Analyzed: 08-04-06

Parameter	Analytical Result	Units		
pH	7.30	s.u.		
Conductivity @ 25° C	1,460	umhos/cm		
Total Dissolved Solids @ 180C	944	mg/L		
Total Dissolved Solids (Calc)	950	mg/L		
SAR	1.5	ratio		
Total Alkalinity as CaCO3	600	mg/L		
Total Hardness as CaCO3	657	mg/L		
Bicarbonate as HCO3	600	mg/L	9.83	meq/L
Carbonate as CO3	<0.1	mg/L	0.00	meq/L
Hydroxide as OH	<0.1	mg/L	0.00	meq/L
Nitrate Nitrogen	<0.01	mg/L	0.00	meq/L
Nitrite Nitrogen	<0.01	mg/L	0.00	meq/L
Chloride	156	mg/L	4.40	meq/L
Fluoride	2.17	mg/L	0.11	meq/L
Phosphate	<0.01	mg/L	0.00	meq/L
Sulfate	125	mg/L	2.60	meq/L
Iron	<0.001	mg/L	0.00	meq/L
Calcium	132	mg/L	6.59	meq/L
Magnesium	78.6	mg/L	6.47	meq/L
Potassium	3.98	mg/L	0.10	meq/L
Sodium	87.2	mg/L	3.79	meq/L
Cations			16.95	meq/L
Anions			16.95	meq/L
Cation/Anion Difference			0.01%	

Reference: U.S.E.P.A., 600/4-79-020, "Methods for Chemical Analysis of Water and Wastes", 1983.  
Standard Methods For The Examination of Water And Waste Water", 18th ed., 1992.

Comments: **GCU #165 Grab Sample**

  
Analyst

  
Review

# ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

## CATION / ANION ANALYSIS

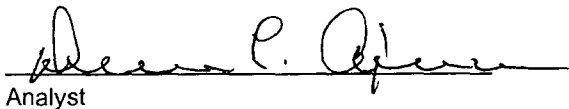
Client: Blagg / BP  
Sample ID: MW #3  
Laboratory Number: 38044  
Chain of Custody: 1265  
Sample Matrix: Water  
Preservative: Cool  
Condition: Cool & Intact

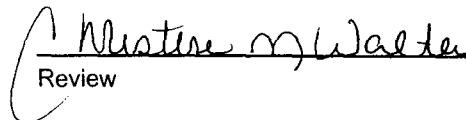
Project #: 94034-010  
Date Reported: 08-04-06  
Date Sampled: 08-03-06  
Date Received: 08-03-06  
Date Extracted: N/A  
Date Analyzed: 08-04-06

Parameter	Analytical Result	Units		
pH	7.05	s.u.		
Conductivity @ 25° C	1,500	umhos/cm		
Total Dissolved Solids @ 180C	1,050	mg/L		
Total Dissolved Solids (Calc)	1,000	mg/L		
SAR	1.0	ratio		
Total Alkalinity as CaCO3	300	mg/L		
Total Hardness as CaCO3	752	mg/L		
Bicarbonate as HCO3	300	mg/L	4.92	meq/L
Carbonate as CO3	<0.1	mg/L	0.00	meq/L
Hydroxide as OH	<0.1	mg/L	0.00	meq/L
Nitrate Nitrogen	0.06	mg/L	0.00	meq/L
Nitrite Nitrogen	<0.01	mg/L	0.00	meq/L
Chloride	292	mg/L	8.24	meq/L
Fluoride	1.00	mg/L	0.05	meq/L
Phosphate	<0.01	mg/L	0.00	meq/L
Sulfate	216	mg/L	4.50	meq/L
Iron	<0.001	mg/L	0.00	meq/L
Calcium	151	mg/L	7.53	meq/L
Magnesium	90.0	mg/L	7.41	meq/L
Potassium	1.34	mg/L	0.03	meq/L
Sodium	62.8	mg/L	2.73	meq/L
Cations			17.71	meq/L
Anions			17.71	meq/L
Cation/Anion Difference			0.01%	

Reference: U.S.E.P.A., 600/4-79-020, "Methods for Chemical Analysis of Water and Wastes", 1983.  
Standard Methods For The Examination of Water And Waste Water", 18th ed., 1992.

Comments: **GCU #165** **Grab Sample**

  
Analyst

  
Review

## HALL ENVIRONMENTAL ANALYSIS LABORATORY

4901 Hawkins NE, Suite D  
Albuquerque, New Mexico 87109  
Tel. 505.345.3975 Fax 505.345.4107  
[www.hallenvironmental.com](http://www.hallenvironmental.com)



# ANALYSIS REQUEST

BTX + MTBE + TPH (Gasoline Only)	TPH Method 8015B (Gas/Diesel)	TPH (Method 418.1)	EDB (Method 504.1)	EDC (Method 802.1)	8310 (PNA or PAH)	RCRA 8 Metals	Anions (F, Cl, NO <sub>3</sub> , NO <sub>2</sub> , PO <sub>4</sub> , SO <sub>4</sub> )	8081 Pesticides / PCB's (8082)	8260B (VOA)	8270 (Semi-VOA)	Ar Bubbles or Headspace (Y or N)
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Remarks:

CHAIN-OF-CUSTODY RECORD									
QA/QC Package: <input type="checkbox"/> Std <input type="checkbox"/> Level 4 <input type="checkbox"/> Other: _____									
Project Name: <u>GCN #165</u>									
Project #: _____									
Project Manager: <u>NV</u>									
Sampler: <u>NV</u>									
Sample Temperature: <u>46</u>									
Date	Time	Matrix	Sample I.D. No.	Number/Volume	Preservative		HEAL No.		
					HgCl <sub>2</sub>	HNO <sub>3</sub>			
8/3/06	1200	WATER	MW #1	2-40ml	✓		10608082 -1		
8/3/06	1310	WATER	MW #2	2-40ml	✓		-2		
8/3/06	1235	WATER	MW #3	2-40ml	✓		-3		
Date: 8/3/06	Time: 1100	Relinquished By: (Signature) <u>[Signature]</u>		Received By: (Signature) <u>[Signature]</u>		8-7060 930			
Date: 8/3/06	Time: 1100	Relinquished By: (Signature)		Received By: (Signature)					

## 1. DEFINITIONS

- 1.1 "Acceptance of a sample" means the determination of HEAL to proceed with work following receipt and inspection of such sample
- 1.2 "Customer" means the individual or entity who may request laboratory services and his or its heirs, successors, assigns, and representatives
- 1.3 HEAL means Hall Environmental Analysis Laboratory its employees, servants, agents, and representative
- 1.4 "Price schedule" means HEAL'S standard price schedule, as such, document may be amended from time to time by HEAL.
- 1.5 "Results" mean data generated by HEAL from the analysis of one or more samples
- 1.6 "Terms and Conditions" mean these Terms and Conditions of sale, including the Price Schedule, and any additions or amendments hereto which are agreed to in writing by HEAL as provided in Section 7.1

## 2. ORDERS

- 2.1 The customer may order services by submitting a written purchase order to HEAL, by placing a telephone order, which will be subsequently confirmed in writing, or by negotiated contract. Any such order constitutes a) an acceptance by the Customer of HEAL'S offer to do business with the Customer under these Terms and Conditions, and b) an agreement to be bound by these Terms and Conditions. The Customer's delivery of samples to HEAL constitutes the Customer's express assent to be governed by these Terms and Conditions. HEAL reserves the right to refuse to proceed with work at any time based upon an unfavorable customer credit report.

- 2.2 Any order placed by the Customer under Section 2.1 is subject to a minimum cancellation charge of \$250.

## 3. PAYMENT TERMS

- 3.1 Services performed by HEAL will be in accordance with prices quoted and later confirmed in writing or as stated on the Price Schedule, which prices are subject to change periodically without notice. The Customer must confirm with HEAL the current price prior to placing an order for work.

- 3.2 Payment terms are net 30 days from the date of invoice by HEAL. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) per month or portion thereof from the date due until the date of payment. All payments shall be made in United States currency.

- 3.3 The prices stated on the Price Schedule do not include any sales, use or other taxes unless specifically stated. Such taxes will be added to invoice prices when required.

## 4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

- 4.1 Prior to HEAL'S Acceptance of any sample (or after any revocation of Acceptance), the entire risk of loss or damage to such sample will remain with the Customer. In no event will HEAL have any responsibility or liability for the action or inaction of HEAL'S carrier shipping or delivering any sample to or from HEAL'S premises.

- 4.2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance of, any sample which in the sole judgment of HEAL, a) is of unsuitable volume, b) unsuitable containers as required for the requested analysis, or c) may be or become unsuitable for, or may pose a risk in, handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

- 4.3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these

methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgment of HEAL, which deviation, if any will be made on a basis consistent with recognized standards of industry and/or HEAL'S Standard Operating Procedures

Upon timely delivery of samples, HEAL will use its best efforts to comply with storage, processing and analytical holding time limits as set forth in applicable EPA or state guidelines or otherwise requested by the Customer or set forth on the Price Schedule. However, unless specifically made part of a written agreement between HEAL and the Customer, such time limits cannot be guaranteed. Unless specifically indicated on the Price Schedule or expressly made part of a written agreement between HEAL and the Customer, analytical turnaround times are not guaranteed

At HEAL'S sole discretion, verbal Results may be given in advance of the written report of Results. Such verbal Results are TENTATIVE RESULTS ONLY, subject to confirmation or change based on HEAL'S standard quality assurance review procedures.

## 5. WARRANTIES, LIABILITY AND INDEMNIFICATION

HEAL warrants only that its services will fulfill obligations set forth in Section 4.3 and 4.4 hereof. This warranty is the sole and exclusive warranty given by HEAL in connection with any such services, and HEAL gives and makes no other representation or warranty of any kind, express or implied. No representative of HEAL is authorized to give or make any other representation or warranty or modify the warranty in any way.

The liability and obligations of HEAL, and the remedies of the Customer in connection with any services performed by HEAL, will be limited to repeating the services performed or, at the sole option of HEAL, refunding in full or in part fees paid by the Customer for such services. HEAL'S obligation to repeat any services with respect to any sample will be contingent on the Customer's providing, at the request of HEAL, and at the Customer's expense, an additional sample if necessary. Any reanalysis generating Results consistent with the Original Results will be at the Customer's expense. Except as otherwise specifically provided herein, HEAL shall have no liability, obligation or responsibility of any kind for any losses, costs, expenses, or other damages (including but not limited to any special, indirect, incidental or consequential damages) for any representation or warranty of a kind with respect to HEAL'S Services or Results.

In no event shall HEAL have any responsibility or liability to the Customer for any failure or delay in performance by HEAL, which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of HEAL. Such cause and circumstance shall include, but not be limited to, acts of God, acts of Customer, acts of orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disputes, difficulties or delays in transportation, mail or delivery services, inability to obtain from HEAL usual sources sufficient services or supplies, or any other cause beyond HEAL'S reasonable control.

All results provided by HEAL are strictly for the use of its Customers, and HEAL is in no way responsible for the use of such results by Customers or third parties. All results should be considered in their entirety, and HEAL is in no way responsible for the separation, detachment, or other use of any portion of the results.

The customer represents and warrants that any sample delivered to HEAL will be presented or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by the customer. The Customer further warrants that any sample containing any hazardous substance, which is to be delivered to HEAL'S premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as a generator, owner, store, or disposer of hazardous or toxic substances found or identified at a site, and the Customer agrees to assume the responsibility for the foregoing.

5.7

The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgments, damages, losses, liabilities, expenses, payments, taxes, duties, fines and/or other costs (including but not limited to liability to a third party) arising out of a) the presence of hazardous substances in any sample of the Customer regardless of the Customer's compliance with paragraph 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL.

Should any Customer sample due to its matrix or constituents of its matrix, cause the operations of any HEAL instrumentation to be reduced, stopped, or altered, HEAL is entitled to compensation by the Customer for any loss of revenue due to the instrument's downtime, and/or the parts and labor necessary to bring the instrument's back to its former operating condition. The amount of compensation is negotiable upon acceptance of these Terms and Conditions and the individual circumstances warranting the reimbursement.

## 6. ENTIRE AGREEMENT; SEVERABILITY

These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by HEAL as provided in Section 7.1, embodied the whole agreement of the parties. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, unless made in accordance with Section 7.1, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and HEAL. HEAL specifically rejects all additional, inconsistent or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Customer to HEAL.

The invalidity of unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable.

## 7. AMENDMENTS AND WAIVERS

HEAL shall not be subject to or bound by any provision, term or condition which is in addition to or inconsistent or conflicting with these Terms and Conditions. HEAL shall not be deemed to have amended or waived and provision, term or condition, or have given any required consent or approval, or to have waived any breach by the Customer of any of these Terms and Conditions unless specifically set forth in writing and executed on behalf of HEAL by a duly authorized officer. No other employee, servant, agent or representatives of HEAL has any authority whatsoever to add to, delete, alter or vary any of these Terms and Conditions in any manner, or to give any consent, approval or waiver, and HEAL shall not be bound by any such purported addition, deletion, alteration, variation, consent, approval or waiver.

No waiver by HEAL of any provision, term or condition hereof or of any breach by or obligation of the Customer hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Customer

## 8. SAMPLE STORAGE

Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance. Storage of samples or extracts for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. Normally, a sample storage fee of \$5.00 per sample, per month will be billed monthly unless other arrangements are made. If requested, unused sample material may be returned at the client's expense. Materials, which are identified as hazardous, will be returned to the client or disposed of as hazardous waste and billed at the rate of \$25.00 per sample. HEAL reserves the right to return all dioxin/dioxin-like PCBs to the client.

## 9. SECTION HEADING

The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way These Terms and Conditions or their interpretations

## 10. GOVERNING LAW

These Terms and Conditions, and transaction or agreement, to which they apply, shall be governed both as to interpretation and performance by the laws of the State of New Mexico

# CHAIN OF CUSTODY RECORD

1265

Client / Project Name <i>BA66/BP</i>		Project Location <i>GCU #165</i>		ANALYSIS / PARAMETERS									
Sampler: <i>NV</i>		Client No. <i>94034-010</i>		Sample Matrix		No. of Containers		MADE IN AMERICA		Remarks			
Sample No./ Identification	Sample Date	Sample Time	Lab Number	Sample Matrix									
<i>MW #1</i>	<i>8/3/06</i>	<i>1200</i>	<i>38042</i>	<i>WATER</i>	<i>1</i>	<i>✓</i>					<i>PRESERVED COOL GRAB SAMPLES</i>		
<i>MW #2</i>	<i>8/3/06</i>	<i>1310</i>	<i>38043</i>	<i>WATER</i>	<i>1</i>	<i>✓</i>							
<i>MW #3</i>	<i>8/3/06</i>	<i>1235</i>	<i>38044</i>	<i>WATER</i>	<i>1</i>	<i>✓</i>							
Relinquished by: (Signature) <i>Mike V</i>		Date <i>8/3/06</i>		Time <i>1440</i>		Received by: (Signature) <i>Ken D. Vail</i>		Date <i>8/3/06</i>		Time <i>1440</i>			
Relinquished by: (Signature)						Received by: (Signature)							
Relinquished by: (Signature)						Received by: (Signature)							

**ENVIROTECH INC.**

5796 U.S. Highway 64  
Farmington, New Mexico 87401  
(505) 632-0615

Sample Receipt		
Y	N	N/A
Received Intact <i>✓</i>		
Cool - Ice/Blue Ice <i>✓</i>		



## QA/QC SUMMARY REPORT

Client: Blagg Engineering  
Project: GCU #165

Work Order: 0608082

Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD	RPDLimit	Qual
<b>Method: SW8021</b>									
<b>Sample ID: 5ML RB</b>									
		<i>MBLK</i>							
Batch ID:	<b>R20190</b>	Analysis Date:	8/7/2006 8:55:16 AM						
Benzene	ND	µg/L	1.0						
Toluene	ND	µg/L	1.0						
Ethylbenzene	ND	µg/L	1.0						
Xylenes, Total	ND	µg/L	3.0						
<b>Sample ID: 100NG BTEX LCS</b>									
		<i>LCS</i>							
Batch ID:	<b>R20190</b>	Analysis Date:	8/7/2006 5:21:30 PM						
Benzene	22.37	µg/L	1.0	112	85	115			
Toluene	22.31	µg/L	1.0	112	85	118			
Ethylbenzene	22.12	µg/L	1.0	111	85	116			
Xylenes, Total	45.47	µg/L	3.0	112	85	119			
<b>Sample ID: 100NG BTEX LCSD</b>									
		<i>LCSD</i>							
Batch ID:	<b>R20190</b>	Analysis Date:	8/7/2006 5:51:39 PM						
Benzene	22.11	µg/L	1.0	111	85	115	1.17	27	
Toluene	21.63	µg/L	1.0	108	85	118	3.09	19	
Ethylbenzene	21.93	µg/L	1.0	110	85	116	0.863	10	
Xylenes, Total	45.31	µg/L	3.0	111	85	119	0.361	13	

## Qualifiers:

E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
R	RPD outside accepted recovery limits	S	Spike Recovery outside accepted recovery limits

# Hall Environmental Analysis Laboratory, Inc.

## Sample Receipt Checklist

Client Name BLAGG

Date and Time Received:

8/7/2006

Work Order Number 0608082

Received by GLS

Checklist completed by

Signature

Date

Matrix

Carrier name Greyhound

Shipping container/cooler in good condition?

Yes ☒

No ☐

Not Present ☐

Custody seals intact on shipping container/cooler?

Yes ☒

No ☐

Not Present ☐

Not Shipped ☐

Custody seals intact on sample bottles?

Yes ☐

No ☐

N/A ☒

Chain of custody present?

Yes ☒

No ☐

Chain of custody signed when relinquished and received?

Yes ☒

No ☐

Chain of custody agrees with sample labels?

Yes ☒

No ☐

Samples in proper container/bottle?

Yes ☒

No ☐

Sample containers intact?

Yes ☒

No ☐

Sufficient sample volume for indicated test?

Yes ☒

No ☐

All samples received within holding time?

Yes ☒

No ☐

Water - VOA vials have zero headspace?

No VOA vials submitted ☐

Yes ☒

No ☐

Water - pH acceptable upon receipt?

Yes ☐

No ☐

N/A ☒

Container/Temp Blank temperature?

4°

4° C ± 2 Acceptable

If given sufficient time to cool.

COMMENTS:

Client contacted \_\_\_\_\_ Date contacted: \_\_\_\_\_ Person contacted \_\_\_\_\_

Contacted by: \_\_\_\_\_ Regarding \_\_\_\_\_

Comments: \_\_\_\_\_

Corrective Action \_\_\_\_\_

# BLAGG ENGINEERING, INC.

## MONITOR WELL DEVELOPMENT & / OR SAMPLING DATA

CLIENT : BP AMERICA PROD. CO.

CHAIN-OF-CUSTODY # : N / A

GCU # 165

LABORATORY (S) USED : HALL ENVIRONMENTAL

UNIT H, SEC. 29, T28N, R12W

Date : October 30, 2006

SAMPLER : N J V

Filename : 10-30-06.WK4

PROJECT MANAGER : N J V

WELL #	WELL ELEV. (ft)	WATER ELEV. (ft)	DEPTH TO WATER (ft)	TOTAL DEPTH (ft)	SAMPLING TIME	pH	CONDUCT (umhos)	TEMP. (celcius)	VOLUME PURGED (gal.)
1	101.33	87.84	13.49	24.00	-	-	-	-	-
2	100.06	88.70	11.36	24.00	1615	7.37	1,400	18.5	6.25
3	100.43	85.79	14.64	24.00	1545	7.21	1,400	17.8	4.75

INSTRUMENT CALIBRATIONS =

DATE & TIME =

7.00	2,800
10/27/06	0845

NOTES : Volume of water purged from well prior to sampling:  $V = \pi \times r^2 \times h \times 7.48 \text{ gal./ft}^3 \times 3 \text{ (wellbores)}$   
(i.e. 2" MW  $r = (1/12) \text{ ft.}$   $h = 1 \text{ ft.}$ ) (i.e. 4" MW  $r = (2/12) \text{ ft.}$   $h = 1 \text{ ft.}$ )

Ideally a minimum of three (3) wellbore volumes:

2.00 " well diameter = 0.49 gallons per foot of water.

Comments or note well diameter if not standard 2".

Excellent recovery in both MW's #2 & #3. MW #3 - murky brown in appearance, MW #2 - dark brown in appearance with wisp of sheen within bucket of purged water. Collected BTEX from both MW's #2 & #3.

Top of casing MW #1 ~ 2.90 ft., MW #2 ~ 2.10 ft., MW #3 ~ 2.20 ft. above grade.

## Hall Environmental Analysis Laboratory, Inc.

Date: 03-Nov-06

CLIENT: Blagg Engineering  
Project: GCU #165

Lab Order: 0611006

Lab ID: 0611006-01

Collection Date: 10/30/2006 4:15:00 PM

Client Sample ID: MW #2

Matrix: AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
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## EPA METHOD 8021B: VOLATILES

Analyst: NSB

Benzene	57	1.0		µg/L	1	11/2/2006 6:13:39 PM
Toluene	ND	1.0		µg/L	1	11/2/2006 6:13:39 PM
Ethylbenzene	6.2	1.0		µg/L	1	11/2/2006 6:13:39 PM
Xylenes, Total	34	3.0		µg/L	1	11/2/2006 6:13:39 PM
Surr: 4-Bromofluorobenzene	95.9	72.2-125		%REC	1	11/2/2006 6:13:39 PM

Lab ID: 0611006-02

Collection Date: 10/30/2006 3:45:00 PM

Client Sample ID: MW #3

Matrix: AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
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## EPA METHOD 8021B: VOLATILES

Analyst: NSB

Benzene	ND	1.0		µg/L	1	11/2/2006 7:13:53 PM
Toluene	ND	1.0		µg/L	1	11/2/2006 7:13:53 PM
Ethylbenzene	ND	1.0		µg/L	1	11/2/2006 7:13:53 PM
Xylenes, Total	ND	3.0		µg/L	1	11/2/2006 7:13:53 PM
Surr: 4-Bromofluorobenzene	81.0	72.2-125		%REC	1	11/2/2006 7:13:53 PM

Qualifiers: \* Value exceeds Maximum Contaminant Level  
E Value above quantitation range  
J Analyte detected below quantitation limits  
ND Not Detected at the Reporting Limit  
S Spike recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank  
H Holding times for preparation or analysis exceeded  
MCL Maximum Contaminant Level  
RL Reporting Limit



## 1. DEFINITIONS

- 1.1 "Acceptance of a sample" means the determination of HEAL to proceed with work following receipt and inspection of such sample.
- 1.2 "Customer" means the individual or entity who may request laboratory services and his or its heirs, successors, assigns, and representatives.
- 1.3 HEAL means Hall Environmental Analysis Laboratory its employees, servants, agents, and representative.
- 1.4 "Price schedule" means HEAL'S standard price schedule, as such, document may be amended from time to time by HEAL.
- 1.5 "Results" mean data generated by HEAL from the analysis of one or more samples.
- 1.6 "Terms and Conditions" mean these Terms and Conditions of sale, including the Price Schedule, and any additions or amendments hereto which are agreed to in writing by HEAL as provided in Section 7.1.

## 2. ORDERS

- 2.1 The customer may order services by submitting a written purchase order to HEAL, by placing a telephone order, which will be subsequently confirmed in writing, or by negotiated contract. Any such order constitutes a) an acceptance by the Customer of HEAL'S offer to do business with the Customer under these Terms and Conditions, and b) an agreement to be bound by these Terms and Conditions. The Customer's assent to be samples to HEAL constitutes the Customer's express assent to be governed by these Terms and Conditions. HEAL reserves the right to refuse to proceed with work at any time based upon an unfavorable customer credit report.

- 2.2 Any order placed by the Customer under Section 2.1 is subject to a minimum cancellation charge of \$250.

## 3. PAYMENT TERMS

- 3.1 Services performed by HEAL will be in accordance with prices quoted and later confirmed in writing or as stated on the Price Schedule, which prices are subject to change periodically without notice. The Customer should confirm with HEAL the current price prior to placing an order for work.
- 3.2 Payment terms are net 30 days from the date of invoice by HEAL. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) per month or portion thereof from the due date until the date of payment. All payments shall be made in United States currency.
- 3.3 The prices stated on the Price Schedule do not include any sales, use or other taxes unless specifically stated. Such taxes will be added to invoice prices when required.

## 4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

- 4.1 Prior to HEAL'S Acceptance of any sample (or after any revocation of Acceptance), the entire risk of loss or damage to such sample will remain with the Customer. In no event will HEAL have any responsibility or liability for the action or inaction of HEAL'S carrier shipping or delivering any sample to or from HEAL'S premises.
- 4.2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance of, any sample which in the sole judgment of HEAL a) is of unsuitable volume, b) unsuitable containers as required for the requested analysis, or c) may be or become unsuitable for, or may pose a risk in, handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

- 4.3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these

methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgment of HEAL, which deviation, if any, will be made on a basis consistent with recognized standards of industry and/or HEAL'S Standard Operating Procedures.

Upon timely delivery of samples, HEAL will use its best efforts to comply with storage, processing and analytical holding time limits as set forth in applicable EPA or state guidelines or otherwise requested by the Customer or set forth on the Price Schedule. However, unless specifically made part of a written agreement between HEAL and the Customer, such time limits cannot be guaranteed. Unless specifically indicated on the Price Schedule or expressly made part of a written agreement between HEAL and the Customer, analytical turnaround times are not guaranteed.

At HEAL'S sole discretion, verbal Results may be given in advance of the written report of Results. Such verbal Results are TENTATIVE RESULTS ONLY, subject to confirmation or change based on HEAL'S standard quality assurance review procedures.

## 5. WARRANTIES, LIABILITY AND INDEMNIFICATION

HEAL warrants only that its services will fulfill obligations set forth in Section 4.3 and 4.4 hereof. This warranty is the sole and exclusive warranty given by HEAL in connection with any such services, and HEAL gives and makes no other representation or warranty of any kind, express or implied. No representative of HEAL is authorized to give or make any other representation or warranty or modify the warranty in any way.

The liability and obligations of HEAL, and the remedies of the Customer in connection with any services performed by HEAL, will be limited to repeating the services performed or, at the sole option of HEAL, refunding in full or in part fees paid by the Customer for such services. HEAL'S obligation to repeat any services with respect to any sample will be contingent on the Customer's providing, at the request of HEAL, and at the Customer's expense, an additional sample if necessary. Any analysis generating Results consistent with the Original Results will be at the Customer's expense. Except as otherwise specifically provided herein, HEAL shall have no liability, obligation or responsibility of any kind for any losses, costs, expenses, or other damages (including but not limited to any special, indirect, incidental or consequential damages) for any representation or warranty of a kind with respect to HEAL'S Services or Results.

In no event shall HEAL have any responsibility or liability to the Customer for any failure or delay in performance by HEAL, which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of HEAL. Such cause and circumstance shall include, but not be limited to, acts of God, acts of Customer, acts of orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disputes, difficulties or delays in transportation, mail or delivery services, inability to obtain from HEAL usual sources sufficient services or supplies, or any other cause beyond HEAL'S reasonable control.

All results provided by HEAL are strictly for the use of its Customers, and HEAL is in no way responsible for the use of such results by Customers or third parties. All results should be considered in their entirety, and HEAL is in no way responsible for the separation, detachment, or other use of any portion of the results.

The customer represents and warrants that any sample delivered to HEAL will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by the customer. The Customer further warrants that any sample containing any hazardous substance, which is to be delivered to HEAL'S premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, treater, store, or disposer of hazardous or toxic substances found or identified at a site, and the Customer agrees to assume the responsibility for the foregoing.

5.7

The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgments, damages, losses, liabilities, expenses, payments, taxes, duties, fines and/or other costs (including but not limited to liability to a third party) arising out of a) the presence of hazardous substances in any sample of the Customer regardless of the Customer's compliance with paragraph 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL.

Should any Customer sample, due to its matrix or constituents of its matrix, cause the operations of any HEAL instrumentation to be reduced, stopped, or altered, HEAL is entitled to compensation by the Customer for any loss of revenue due to the instrument's downtime, and/or the parts and labor necessary to bring the instrument back to its former operating condition. The amount of compensation is negotiable upon acceptance of these Terms and Conditions and the individual circumstances warranting the reimbursement.

## 6. ENTIRE AGREEMENT: SEVERABILITY

These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by HEAL as provided in Section 7.1, embodied the whole agreement of the parties. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, unless made in accordance with Section 7.1; and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and HEAL. HEAL specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Customer to HEAL.

The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable.

## 7. AMENDMENTS AND WAIVERS

HEAL shall not be subject to or bound by any provision, term or condition which is in addition to or inconsistent or conflicting with these Terms and Conditions. HEAL shall not be deemed to have amended or waived or provision, term or condition, or have given any required consent or approval, or to have waived any breach by the Customer of any of these Terms and Conditions unless specifically set forth in writing and executed on behalf of HEAL by a duly authorized officer. No other employee, servant, agent or representatives of HEAL has any authority whatsoever to add to, delete, alter or vary any of these Terms and Conditions in any manner, or to give any consent, approval or waiver, and HEAL shall not be bound by any such purported addition, deletion, alteration, variation, consent, approval or waiver.

No waiver by HEAL of any provision, term or condition hereof or of any breach by or obligation of the Customer hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Customer.

## 8. SAMPLE STORAGE

Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance. Storage of samples or extracts for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. Normally, a sample storage fee of \$3.00 per sample, per month will be billed monthly unless other arrangements are made. If requested, unused sample material may be returned at the client's expense. Materials which are identified as hazardous, will be returned to the client or disposed of as hazardous waste and billed at the rate of \$25.00 per sample. HEAL reserves the right to return all hazardous substances to the client.

## 9. SECTION HEADING

The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way. These Terms and Conditions or their interpretations.

## 10. GOVERNING LAW

These Terms and Conditions, and transaction or agreement, to which they apply, shall be governed both as to interpretation and performance by the laws of the State of New Mexico.

## QA/QC SUMMARY REPORT

Client: Blagg Engineering  
Project: GCU #165

Work Order: 0611006

Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD	RPDLimit	Qual
---------	--------	-------	-----	------	----------	-----------	------	----------	------

Method: SW8021

Sample ID: 5ML RB

MBLK

Batch ID: R21272 Analysis Date: 11/2/2006 8:24:59 AM

Benzene	ND	µg/L	1.0
Toluene	ND	µg/L	1.0
Ethylbenzene	ND	µg/L	1.0
Xylenes, Total	ND	µg/L	3.0

Sample ID: 100NG BTEX LCS

LCS

Batch ID: R21272 Analysis Date: 11/2/2006 5:13:35 PM

Benzene	18.71	µg/L	1.0	93.6	85	115
Toluene	18.92	µg/L	1.0	94.6	85	118
Ethylbenzene	18.78	µg/L	1.0	91.3	85	116
Xylenes, Total	37.98	µg/L	3.0	91.3	85	119

Sample ID: 100NG BTEX LCSD

LCSD

Batch ID: R21272 Analysis Date: 11/2/2006 5:43:34 PM

Benzene	18.94	µg/L	1.0	94.7	85	115	1.18	27
Toluene	19.35	µg/L	1.0	96.7	85	118	2.23	19
Ethylbenzene	19.05	µg/L	1.0	92.6	85	116	1.45	10
Xylenes, Total	39.18	µg/L	3.0	94.3	85	119	3.11	13

## Qualifiers:

E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
R	RPD outside accepted recovery limits	S	Spike recovery outside accepted recovery limits

# Hall Environmental Analysis Laboratory, Inc.

## Sample Receipt Checklist

Client Name **BLAGG**

Date and Time Received:

11/1/2006

Work Order Number **0611006**

Received by **GLS**

Checklist completed by

Signature

Date

Matrix

Carrier name Greyhound

Shipping container/cooler in good condition?

Yes ☒

No ☐

Not Present ☐

Custody seals intact on shipping container/cooler?

Yes ☒

No ☐

Not Present ☐

Not Shipped ☐

Custody seals intact on sample bottles?

Yes ☐

No ☐

N/A ☒

Chain of custody present?

Yes ☒

No ☐

Chain of custody signed when relinquished and received?

Yes ☒

No ☐

Chain of custody agrees with sample labels?

Yes ☒

No ☐

Samples in proper container/bottle?

Yes ☒

No ☐

Sample containers intact?

Yes ☒

No ☐

Sufficient sample volume for indicated test?

Yes ☒

No ☐

All samples received within holding time?

Yes ☒

No ☐

Water - VOA vials have zero headspace?

No VOA vials submitted ☐

Yes ☒

No ☐

Water - pH acceptable upon receipt?

Yes ☐

No ☐

N/A ☒

Container/Temp Blank temperature?

3°

4° C ± 2 Acceptable

If given sufficient time to cool.

COMMENTS:

Client contacted

Date contacted:

Person contacted

Contacted by:

Regarding

Comments:

Corrective Action



**BLAGG ENGINEERING, INC.****MONITOR WELL DEVELOPMENT & / OR SAMPLING DATA****CLIENT : BP AMERICA PROD. CO.****CHAIN-OF-CUSTODY # : N / A****GCU # 165****LABORATORY (S) USED : HALL ENVIRONMENTAL****UNIT H, SEC. 29, T28N, R12W****Date : January 24, 2007****SAMPLER : N J V****Filename : 01-24-07.WK4****PROJECT MANAGER : N J V**

WELL #	WELL ELEV. (ft)	WATER ELEV. (ft)	DEPTH TO WATER (ft)	TOTAL DEPTH (ft)	SAMPLING TIME	pH	CONDUCT (umhos)	TEMP. (celcius)	VOLUME PURGED (gal.)
1	101.33	88.08	13.25	24.00	-	-	-	-	-
2	100.06	88.97	11.09	24.00	1500	7.41	1,300	13.4	6.50
3	100.43	85.95	14.48	24.00	1430	7.09	1,300	14.3	4.75

**INSTRUMENT CALIBRATIONS =****DATE & TIME =**

7.00	2,800
01/22/07	1115

NOTES : Volume of water purged from well prior to sampling:  $V = \pi \times r^2 \times h \times 7.48 \text{ gal./ft}^3 \times 3 \text{ (wellbores)}$ .  
(i.e. 2" MW  $r = (1/12) \text{ ft.}$   $h = 1 \text{ ft.}$ ) (i.e. 4" MW  $r = (2/12) \text{ ft.}$   $h = 1 \text{ ft.}$ )

Ideally a minimum of three (3) wellbore volumes:

2.00 " well diameter = 0.49 gallons per foot of water.

Comments or note well diameter if not standard 2 "

Excellent recovery in both MW 's # 2 & # 3 . MW # 3 - murky brown in appearance , MW # 2 - dark brown in appearance with wisp of sheen within bucket of purged water . Collected BTEX from both MW 's # 2 & # 3 .

Top of casing MW # 1 ~ 2.90 ft. , MW # 2 ~ 2.10 ft. , MW # 3 ~ 2.20 ft. above grade.

## Hall Environmental Analysis Laboratory, Inc.

Date: 29-Jan-07

CLIENT: Blagg Engineering  
Project: GCU #165

Lab Order: 0701310

Lab ID: 0701310-01

Collection Date: 1/24/2007 3:00:00 PM

Client Sample ID: MW#2

Matrix: AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
----------	--------	-----	------	-------	----	---------------

## EPA METHOD 8021B: VOLATILES

Analyst: LMM

Benzene	6.0	1.0		µg/L	1	1/26/2007 9:50:09 PM
Toluene	ND	1.0		µg/L	1	1/26/2007 9:50:09 PM
Ethylbenzene	7.1	1.0		µg/L	1	1/26/2007 9:50:09 PM
Xylenes, Total	55	3.0		µg/L	1	1/26/2007 9:50:09 PM
Surr: 4-Bromofluorobenzene	87.8	70.2-105		%REC	1	1/26/2007 9:50:09 PM

Lab ID: 0701310-02

Collection Date: 1/24/2007 2:30:00 PM

Client Sample ID: MW#3

Matrix: AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
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## EPA METHOD 8021B: VOLATILES

Analyst: LMM

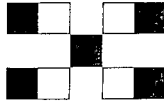
Benzene	ND	1.0		µg/L	1	1/26/2007 10:20:19 PM
Toluene	ND	1.0		µg/L	1	1/26/2007 10:20:19 PM
Ethylbenzene	ND	1.0		µg/L	1	1/26/2007 10:20:19 PM
Xylenes, Total	ND	3.0		µg/L	1	1/26/2007 10:20:19 PM
Surr: 4-Bromofluorobenzene	86.6	70.2-105		%REC	1	1/26/2007 10:20:19 PM

Qualifiers: \* Value exceeds Maximum Contaminant Level  
E Value above quantitation range  
J Analyte detected below quantitation limits  
ND Not Detected at the Reporting Limit  
S Spike recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank  
H Holding times for preparation or analysis exceeded  
MCL Maximum Contaminant Level  
RL Reporting Limit

**HALL ENVIRONMENTAL  
ANALYSIS LABORATORY**

4901 Hawkins NE, Suite D  
Albuquerque, New Mexico 87109  
Tel. 505.345.3975 Fax 505.345.4107  
[www.hallenvironmental.com](http://www.hallenvironmental.com)



# ANALYSIS REQUEST

CHAIN-OF-CUSTODY RECORD				QA/QC Package:			
				Std <input type="checkbox"/>	Level 4 <input type="checkbox"/>		
				Other:			
Client: <u>BLAGG ENGR. / BP AMERICA</u>				Project Name: <u>GCU #165</u>			
Address: <u>P.O. BOX 87</u>				Project #: <u>22</u>			
<u>8250. NM 87413</u>				Project Manager: <u>NV</u>			
				Sampler: <u>NV</u>			
Phone #: <u>632-1199</u>				Sample Temperature: <u>3°</u>			
Fax #:							
Date	Time	Matrix	Sample I.D. No.	Number/Volume	Preservative		HEAL No.
					HgCl <sub>2</sub>	HNO <sub>3</sub>	
1/24/07	1500	WATER	<sup>NV</sup> MW #2	2-40 ml	✓		0701310
1/24/07	1430	WATER	MW #3	2-40 ml	✓		2
Date: 1/25/07	Time: 1110	Relinquished By: (Signature) <u>William V. [Signature]</u>		Received By: (Signature) <u>Janice [Signature]</u>		1/26/07 933	
Date:	Time:	Relinquished By: (Signature)		Received By: (Signature)			

## 1. DEFINITIONS

"Acceptance of a sample" means the determination of HEAL to proceed with work following receipt and inspection of such sample.

"Customer" means the individual or entity who may request laboratory services and his or its heirs, successors, assigns, and representatives.

HEAL means Hall Environmental Analysis Laboratory its employees, servants, agents, and representative.

"Price schedule" means HEAL'S standard price schedule, as such, document may be amended from time to time by HEAL.

"Results" mean data generated by HEAL from the analysis of one or more samples.

"Terms and Conditions" mean these Terms and Conditions of sale, including the Price Schedule, and any additions or amendments hereto which are agreed to in writing by HEAL as provided in Section 7.1

## 2. ORDERS

The customer may order services by submitting a written purchase order to HEAL, by placing a telephone order, which will be subsequently confirmed in writing, or by negotiated contract. Any such order constitutes a) an acceptance by the Customer of HEAL'S offer to do business with the Customer under these Terms and Conditions, and b) an agreement to be bound by these Terms and Conditions. The Customer's delivery of samples to HEAL constitutes the Customer's express assent to be governed by these Terms and Conditions. HEAL reserves the right to refuse to proceed with work at any time based upon an unfavorable customer credit report.

Any order placed by the Customer under Section 2.1 is subject to a minimum cancellation charge of \$250.

## 3. PAYMENT TERMS

Services performed by HEAL will be in accordance with prices quoted and later confirmed in writing or as stated on the Price Schedule, which prices are subject to change periodically without notice. The Customer should confirm with HEAL the current price prior to placing an order for work.

Payment terms are net 30 days from the date of invoice by HEAL. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) per month or portion thereof from the due date until the date of payment. All payments shall be made in United States currency.

The prices stated on the Price Schedule do not include any sales, use or other taxes unless specifically stated. Such taxes will be added to invoice prices when required.

## 4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

Prior to HEAL'S Acceptance of any sample (or after any revocation of Acceptance), the entire risk of loss or damage to such sample will remain with the Customer. In no event will HEAL have any responsibility or liability for the action or inaction of HEAL'S carrier shipping or delivering any sample to or from HEAL'S premises.

HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance of, any sample which in the sole judgment of HEAL, a) is of unsuitable volume, b) unsuitable containers as required for the requested analysis, or c) may be or become unsuitable for, or may pose a risk in, handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these

methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgment of HEAL, without deviation, if any will be made on a basis consistent with recognized standards of industry and/or HEAL'S Standard Operating Procedures.

Upon timely delivery of samples, HEAL will use its best efforts to comply with storage, processing and analytical holding time limits as set forth in applicable EPA or state guidelines or otherwise requested by the Customer or set forth on the Price Schedule. However, unless specifically made part of a written agreement between HEAL and the Customer, such time limits cannot be guaranteed. Unless specifically indicated on the Price Schedule or expressly made part of a written agreement between HEAL and the Customer, analytical turnaround times are not guaranteed.

At HEAL'S sole discretion, verbal Results may be given in advance of the written report of Results. Such verbal Results are TENTATIVE RESULTS ONLY, subject to confirmation or change based on HEAL'S standard quality assurance review procedures.

## 5. WARRANTIES, LIABILITY AND INDEMNIFICATION

HEAL warrants only that its services will fulfill obligations set forth in Section 4.3 and 4.4 hereof. This warranty is the sole and exclusive warranty given by HEAL in connection with any such services, and HEAL gives and makes no other representation or warranty of any kind, express or implied. No representative of HEAL is authorized to give or make any other representation or warranty or modify the warranty in any way.

The liability and obligations of HEAL, and the remedies of the Customer in connection with any services performed by HEAL, will be limited to repeating the services performed or, at the sole option of HEAL, refunding in full or in part fees paid by the Customer for such services. HEAL'S obligation to repeat any services with respect to any sample will be contingent on the Customer's providing, at the request of HEAL, and at the Customer's expense, an additional sample if necessary. Any results generated by HEAL consistent with the Original Results will be at the Customer's expense. Except as otherwise specifically provided herein, HEAL shall have no liability, obligation or responsibility of any kind for any losses, costs, expenses, or other damages (including but not limited to any special, indirect, incidental or consequential damages) for any representation or warranty of a kind with respect to HEAL'S Services or Results.

In no event shall HEAL have any responsibility or liability to the Customer for any failure or delay in performance by HEAL, which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of HEAL. Such cause and circumstance shall include, but not be limited to, acts of God, acts of Customer, acts of orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disputes, difficulties or delays in transportation, mail or delivery services, inability to obtain from HEAL usual sources sufficient services or supplies, or any other cause beyond HEAL'S reasonable control.

All results provided by HEAL are strictly for the use of its Customers, and HEAL is in no way responsible for the use of such results by Customers or third parties. All results should be considered in their entirety, and HEAL is in no way responsible for the separation, detachment, or other use of any portion of the results.

The customer represents and warrants that any sample delivered to HEAL will be preceded or accompanied by complete written disclosure of the presence of any hazardous substance known or suspected by the customer. The Customer further warrants that any sample containing any hazardous substance, which is to be delivered to HEAL'S premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, creator, store, or disposer of hazardous or toxic substances found or identified at a site, and the Customer agrees to assume the responsibility for the foregoing.

5.7

The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgments, damages, losses, liabilities, expenses, payments, taxes, duties, fines and/or other costs (including but not limited to liability to a third party) arising out of a) the presence of hazardous substances in any sample of the Customer regardless of the Customer's compliance with paragraph 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL.

Should any Customer sample, due to its matrix or constituents of its matrix, cause the operations of any HEAL instrumentation to be reduced, stopped, or altered, HEAL is entitled to compensation by the Customer for any loss of revenue due to the instrument's downtime, and/or the parts and labor necessary to bring the instrument back to its former operating condition. The amount of compensation is negotiable upon acceptance of these Terms and Conditions and the individual or individuals warranting the reimbursement.

## 6. ENTIRE AGREEMENT; SEVERABILITY

These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by HEAL as provided in Section 7.1, embodied the whole agreement of the parties. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, unless made in accordance with Section 7.1, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, other verbal or written, between the Customer and HEAL. HEAL specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Customer to HEAL.

The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable.

## 7. AMENDMENTS AND WAIVERS

HEAL shall not be subject to or bound by any provision, term or condition which is in addition to or inconsistent or conflicting with these Terms and Conditions. HEAL shall not be deemed to have amended or waived, and provision, term or condition, or have given any required consent or approval, or to have waived any breach by the Customer of any of these Terms and Conditions unless specifically set forth in writing and executed on behalf of HEAL by a duly authorized officer. No other employee, servant, agent or representatives of HEAL has any authority whatsoever to add to, delete, alter or vary any of these Terms and Conditions in any manner, or to give any consent, approval or waiver, and HEAL shall not be bound by any such purported addition, deletion, alteration, variation, consent, approval or waiver.

No waiver by HEAL of any provision, term or condition hereof or of any breach by or obligation of the Customer hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Customer.

## 8. SAMPLE STORAGE

Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance. Storage of samples or extracts for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. Normally, a sample storage fee of \$3.00 per sample, per month will be billed monthly unless other arrangements are made. If requested, unused sample material may be returned at the client's expense. Materials, which are identified as hazardous, will be returned to the client or disposed of as hazardous waste and billed at the rate of \$25.00 per sample. HEAL reserves the right to return all aluminum/dioxins/dibenzofurans to the client.

## 9. SECTION HEADING

The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way These Terms and Conditions or their interpretations.

## 10. GOVERNING LAW

These Terms and Conditions, and transaction or agreement, to which they apply, shall be governed both as to interpretation and performance by the laws of the State of New Mexico.

## QA/QC SUMMARY REPORT

Client: Blagg Engineering  
Project: GCU #165

Work Order: 0701310

Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD	RPDLimit	Qual
---------	--------	-------	-----	------	----------	-----------	------	----------	------

Method: SW8021

Sample ID: 5ML RB

MBLK

Batch ID: R22287 Analysis Date: 1/26/2007 10:39:39 AM

Benzene	ND	µg/L	1.0
Toluene	ND	µg/L	1.0
Ethylbenzene	ND	µg/L	1.0
Xylenes, Total	ND	µg/L	3.0

Sample ID: 100NG BTEX LCS

LCS

Batch ID: R22287 Analysis Date: 1/26/2007 12:10:12 PM

Benzene	17.99	µg/L	1.0	90.0	85.9	113
Toluene	18.70	µg/L	1.0	93.5	86.4	113
Ethylbenzene	18.92	µg/L	1.0	94.6	83.5	118
Xylenes, Total	56.87	µg/L	3.0	94.8	83.4	122

## Qualifiers:

E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
R	RPD outside accepted recovery limits	S	recovery outside accepted recovery limits

Hall Environmental Analysis Laboratory, Inc.

Sample Receipt Checklist

Client Name BLAGG

Date and Time Received:

1/26/2007

Work Order Number 0701310

Received by TLS

Checklist completed by

Signature

Date

Matrix

Carrier name Greyhound

Shipping container/cooler in good condition?

Yes ☒

No ☐

Not Present ☐

Custody seals intact on shipping container/cooler?

Yes ☒

No ☐

Not Present ☐

Not Shipped ☐

Custody seals intact on sample bottles?

Yes ☐

No ☐

N/A ☒

Chain of custody present?

Yes ☒

No ☐

Chain of custody signed when relinquished and received?

Yes ☒

No ☐

Chain of custody agrees with sample labels?

Yes ☒

No ☐

Samples in proper container/bottle?

Yes ☒

No ☐

Sample containers intact?

Yes ☒

No ☐

Sufficient sample volume for indicated test?

Yes ☒

No ☐

All samples received within holding time?

Yes ☒

No ☐

Water - VOA vials have zero headspace?

No VOA vials submitted ☐

Yes ☒

No ☐

Water - Preservation labels on bottle and cap match?

Yes ☐

No ☐

N/A ☒

Water - pH acceptable upon receipt?

Yes ☐

No ☐

N/A ☒

Container/Temp Blank temperature?

3°

4° C ± 2 Acceptable

If given sufficient time to cool.

COMMENTS:

Client contacted

Date contacted:

Person contacted

Contacted by:

Regarding

Comments:

Corrective Action

# BLAGG ENGINEERING, INC.

## MONITOR WELL DEVELOPMENT & / OR SAMPLING DATA

CLIENT : BP AMERICA PROD. CO.

CHAIN-OF-CUSTODY # : N / A

GCU # 165

LABORATORY (S) USED : HALL ENVIRONMENTAL

UNIT H, SEC. 29, T28N, R12W

Date : May 8, 2007

SAMPLER : N J V

Filename : 05-08-07.WK4

PROJECT MANAGER : N J V

WELL #	WELL ELEV. (ft)	WATER ELEV. (ft)	DEPTH TO WATER (ft)	TOTAL DEPTH (ft)	SAMPLING TIME	pH	CONDUCT (umhos)	TEMP. (celcius)	VOLUME PURGED (gal.)
1	101.33	87.94	13.39	24.00	-	-	-	-	-
2	100.06	88.84	11.22	24.00	0815	7.41	1,200	12.1	6.25
3	100.43	85.86	14.57	24.00	0745	7.14	1,400	13.2	4.75

INSTRUMENT CALIBRATIONS =

DATE & TIME =

7.00	2,800
05/08/07	0740

NOTES : Volume of water purged from well prior to sampling:  $V = \pi \times r^2 \times h \times 7.48 \text{ gal./ft}^3 \times 3 \text{ (wellbores)}$   
(i.e. 2" MW  $r = (1/12) \text{ ft}$ .  $h = 1 \text{ ft}$ .) (i.e. 4" MW  $r = (2/12) \text{ ft}$ .  $h = 1 \text{ ft}$ .)

Ideally a minimum of three (3) wellbore volumes:

2.00 " well diameter = 0.49 gallons per foot of water.

Comments or note well diameter if not standard 2"

Excellent recovery in both MW's #2 & #3. MW #3 - murky brown in appearance, MW #2 - dark brown in appearance with wisp of sheen within bucket of purged water. Collected BTEX from both MW's #2 & #3.

Top of casing MW #1 ~ 2.90 ft., MW #2 ~ 2.10 ft., MW #3 ~ 2.20 ft. above grade.

1	101.33	88.08	13.25	24.00	-	-	-	-	-
2	100.06	88.97	11.09	24.00	1500	7.41	1,300	13.4	6.50
3	100.43	85.95	14.48	24.00	1430	7.09	1,300	14.3	4.75

**Hall Environmental Analysis Laboratory, Inc.**

Date: 22-May-07

**CLIENT:** Blagg Engineering  
**Project:** GCU #165**Lab Order:** 0705146**Lab ID:** 0705146-01**Collection Date:** 5/8/2007 8:15:00 AM**Client Sample ID:** MW #2**Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
<b>EPA METHOD 8021B: VOLATILES</b>						Analyst: NSB
Benzene	1.6	1.0		µg/L	1	5/11/2007 4:40:08 PM
Toluene	ND	1.0		µg/L	1	5/11/2007 4:40:08 PM
Ethylbenzene	9.8	1.0		µg/L	1	5/11/2007 4:40:08 PM
Xylenes, Total	120	2.0		µg/L	1	5/11/2007 4:40:08 PM
Surr: 4-Bromofluorobenzene	94.6	70.2-105		%REC	1	5/11/2007 4:40:08 PM

**Lab ID:** 0705146-02**Collection Date:** 5/8/2007 7:45:00 AM**Client Sample ID:** MW #3**Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
<b>EPA METHOD 8021B: VOLATILES</b>						Analyst: NSB
Benzene	ND	1.0		µg/L	1	5/11/2007 5:10:07 PM
Toluene	ND	1.0		µg/L	1	5/11/2007 5:10:07 PM
Ethylbenzene	ND	1.0		µg/L	1	5/11/2007 5:10:07 PM
Xylenes, Total	ND	2.0		µg/L	1	5/11/2007 5:10:07 PM
Surr: 4-Bromofluorobenzene	89.8	70.2-105		%REC	1	5/11/2007 5:10:07 PM

**Qualifiers:** \* Value exceeds Maximum Contaminant Level  
E Value above quantitation range  
J Analyte detected below quantitation limits  
ND Not Detected at the Reporting Limit  
S Spike recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank  
H Holding times for preparation or analysis exceeded  
MCL Maximum Contaminant Level  
RL Reporting Limit





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Any order placed by the Customer under Section 2.1 is subject to a minimum cancellation charge of \$2.50.

## 3. PAYMENT TERMS

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HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance of, any sample which in the sole judgment of HEAL a) is of unsuitable volume, b) unsuitable containers as required for the requested analysis, or c) may be or become unsuitable for, or may pose a risk in handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these

methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgment of HEAL, which deviation, if any will be made on a basis consistent with recognized standards of industry and/or HEAL'S Standard Operating Procedures.

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All results provided by HEAL are strictly for the use of its Customers, and HEAL is in no way responsible for the use of such results by Customers or third parties. All results should be considered in their entirety, and HEAL is in no way responsible for the separation, detachment, or other use of any portion of the results.

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It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, transporter, storer, or disposer of hazardous or toxic substances found or identified at a site, and the Customer agrees to assume the responsibility for the foregoing.

5.7

The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgments, damages, losses, liabilities, expenses, payments, taxes, duties, fines and/or other costs (including but not limited to liability to a third party) arising out of a) the presence of hazardous substances in any sample of the Customer regardless of the Customer's compliance with paragraph 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL.

Should any Customer sample, due to its matrix or constituents of its matrix, cause the operations of any HEAL instrumentation to be reduced, stopped, or altered, HEAL is entitled to compensation by the Customer for any loss of revenue due to the instrument's downtime, and/or the parts and labor necessary to bring the instruments back to its former operating condition. The amount of compensation is negotiable upon acceptance of these Terms and Conditions and the individual circumstances warranting the reimbursement.

## 6. ENTIRE AGREEMENT - SEVERABILITY

These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by HEAL, as provided in Section 7.1, embodied the whole agreement of the parties. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, unless made in accordance with Section 7.1, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and HEAL. HEAL specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Customer to HEAL.

The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable.

## 7. AMENDMENTS AND WAIVERS

HEAL shall not be subject to or bound by any provision, term or condition which is in addition to or inconsistent or conflicting with these Terms and Conditions. HEAL shall not be deemed to have intended or waived or provision, term or condition, or have given any required consent or approval, or to have waived any breach by the Customer of any of these Terms and Conditions unless specifically set forth in writing and executed on behalf of HEAL by a duly authorized officer. No other employee, servant, agent or representatives of HEAL has any authority whatsoever to add to, delete, alter or vary any of these Terms and Conditions in any manner, or to give any consent, approval or waiver, and HEAL shall not be bound by any such purported addition, deletion, alteration, variation, consent, approval or waiver.

No waiver by HEAL of any provision, term or condition hereof or of any breach by or obligation of the Customer hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Customer.

## 8. SAMPLE STORAGE

Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance. Storage of samples or extracts for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. Normally, a sample storage fee of \$5.00 per sample, per month will be billed monthly unless other arrangements are made. If requested, unused sample material may be returned at the client's expense. Materials, which are identified as hazardous, will be returned to the client or disposed of as hazardous waste and billed at the rate of \$25.00 per sample. HEAL reserves the right to return all dibenzodioxins/dibenzofurans to the client.

## 9. SECTION HEADING

The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way These Terms and Conditions or their interpretations.

## 10. GOVERNING LAW

These Terms and Conditions, and transaction or agreement, to which they apply, shall be governed both as to interpretation and performance by the laws of the State of New Mexico.

## QA/QC SUMMARY REPORT

Client: Blagg Engineering  
Project: GCU #165

Work Order: 0705146

Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD	RPDLimit	Qual
---------	--------	-------	-----	------	----------	-----------	------	----------	------

Method: SW8021

Sample ID: 5ML REAGENT BLA

MBLK

Batch ID: R23571 Analysis Date: 5/11/2007 8:12:17 AM

Benzene	ND	µg/L	1.0
Toluene	ND	µg/L	1.0
Ethylbenzene	ND	µg/L	1.0
Xylenes, Total	ND	µg/L	2.0

## Qualifiers:

E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
R	RPD outside accepted recovery limits	S	Spike recovery outside accepted recovery limits

# Hall Environmental Analysis Laboratory, Inc.

## Sample Receipt Checklist

Client Name BLAGG

Date and Time Received:

5/10/2007

Work Order Number 0705146

Received by

TLS

Checklist completed by

Signature

Date

Matrix

Carrier name UPS

Shipping container/cooler in good condition?

Yes ☒

No ☐

Not Present ☐

Custody seals intact on shipping container/cooler?

Yes ☒

No ☐

Not Present ☐

Not Shipped ☐

Custody seals intact on sample bottles?

Yes ☐

No ☐

N/A ☒

Chain of custody present?

Yes ☒

No ☐

Chain of custody signed when relinquished and received?

Yes ☒

No ☐

Chain of custody agrees with sample labels?

Yes ☒

No ☐

Samples in proper container/bottle?

Yes ☒

No ☐

Sample containers intact?

Yes ☒

No ☐

Sufficient sample volume for indicated test?

Yes ☒

No ☐

All samples received within holding time?

Yes ☒

No ☐

Water - VOA vials have zero headspace?

No VOA vials submitted ☐

Yes ☒

No ☐

Water - Preservation labels on bottle and cap match?

Yes ☐

No ☐

N/A ☒

Water - pH acceptable upon receipt?

Yes ☐

No ☐

N/A ☒

Container/Temp Blank temperature?

5°

4° C ± 2 Acceptable

If given sufficient time to cool.

COMMENTS:

Client contacted

Date contacted:

Person contacted

Contacted by:

Regarding

Comments:

Corrective Action

# BLAGG ENGINEERING, INC.

## MONITOR WELL DEVELOPMENT & / OR SAMPLING DATA

CLIENT : BP AMERICA PROD. CO.

CHAIN-OF-CUSTODY # : N / A

GCU # 165

LABORATORY (S) USED : HALL ENVIRONMENTAL

UNIT H, SEC. 29, T28N, R12W

Date : August 15, 2007

SAMPLER : N J V

Filename : 08-15-07.WK4

PROJECT MANAGER : N J V

WELL #	WELL ELEV. (ft)	WATER ELEV. (ft)	DEPTH TO WATER (ft)	TOTAL DEPTH (ft)	SAMPLING TIME	pH	CONDUCT (umhos)	TEMP. (celcius)	VOLUME PURGED (gal.)
1	101.33	87.34	13.99	24.00	-	-	-	-	-
2	100.06	88.24	11.82	24.00	1115	7.30	1,400	25.7	6.00
3	100.43	85.22	15.21	24.00	-	-	-	-	-

INSTRUMENT CALIBRATIONS =

7.00 2,800

DATE & TIME =

08/15/07 0900

NOTES : Volume of water purged from well prior to sampling;  $V = \pi \times r^2 \times h \times 7.48 \text{ gal./ft}^3 \times 3 \text{ (wellbores)}$ .  
(i.e. 2" MW  $r = (1/12) \text{ ft}$ .  $h = 1 \text{ ft}$ .) (i.e. 4" MW  $r = (2/12) \text{ ft}$ .  $h = 1 \text{ ft}$ .)

Ideally a minimum of three (3) wellbore volumes:

2.00 " well diameter = 0.49 gallons per foot of water.

Comments or note well diameter if not standard 2".

Excellent recovery in MW # 2 . MW # 2 - dark brown in appearance . Collected sample from MW # 2 for BTEX analysis only .

Top of casing MW # 1 ~ 2.90 ft. , MW # 2 ~ 2.10 ft. , MW # 3 ~ 2.20 ft. above grade.

# Hall Environmental Analysis Laboratory, Inc.

Date: 27-Aug-07

CLIENT: Blagg Engineering  
Lab Order: 0708247  
Project: GCU #165  
Lab ID: 0708247-01

Client Sample ID: MW #2  
Collection Date: 8/15/2007 11:15:00 AM  
Date Received: 8/17/2007  
Matrix: AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8021B: VOLATILES						Analyst: SMP
Benzene	5.2	1.0		µg/L	1	8/23/2007 11:53:39 PM
Toluene	ND	1.0		µg/L	1	8/23/2007 11:53:39 PM
Ethylbenzene	3.8	1.0		µg/L	1	8/23/2007 11:53:39 PM
Xylenes, Total	54	2.0		µg/L	1	8/23/2007 11:53:39 PM
Surr: 4-Bromofluorobenzene	93.9	70.2-105		%REC	1	8/23/2007 11:53:39 PM

Qualifiers:

- \* Value exceeds Maximum Contaminant Level
- E Value above quantitation range
- J Analyte detected below quantitation limits
- ND Not Detected at the Reporting Limit
- S Spike recovery outside accepted recovery limits

- B Analyte detected in the associated Method Blank
- H Holding times for preparation or analysis exceeded
- MCL Maximum Contaminant Level
- RL Reporting Limit

# CHAIN-OF-CUSTODY RECORD

Client: BAGG EXPLOR/ BP AMERICA

Address: P.O. BOX 87

B.F.D., NM 87413

Phone #: 632-1199

Fax #:

Date

Time

Matrix

Sample I.D. No.

Number/Volume

Preservative

HgCl<sub>2</sub>

HNO<sub>3</sub>

HEAL No.

0708247

1

2-40 ml

✓

0708247

1

2-40 ml

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2-40 ml

## 1. DEFINITIONS

1.1 "Acceptance of a sample" means the determination of HEAL to proceed with work following receipt and inspection of such sample.

1.2 "Customer" means the individual or entity who may request laboratory services and his or its heirs, successors, assigns, and representatives

1.3 HEAL means Hall Environmental Analysis Laboratory's employees, servants, agents, and representative

1.4 "Price schedule" means HEAL'S standard price schedule, as such, document may be amended from time to time by HEAL.

1.5 "Results" mean data generated by HEAL from the analysis of one or more samples

1.6 "Terms and Conditions" mean these Terms and Conditions of sale, including the Price Schedule, and any additions or amendments hereto which are agreed to in writing by HEAL, as provided in Section 7.1

## 2. ORDERS

2.1 The customer may order services by submitting a written purchase order to HEAL, by placing a telephone order, which will be subsequently confirmed in writing, or by negotiated contract. Any such order constitutes a) an acceptance by the Customer of HEAL'S offer to do business with the Customer under these Terms and Conditions, and b) an agreement to be bound by these Terms and Conditions. The Customer's delivery of samples to HEAL constitutes the Customer's express assent to be governed by these Terms and Conditions. HEAL reserves the right to refuse to proceed with work at any time based upon an unfavorable customer credit report.

2.2 Any order placed by the Customer under Section 2.1 is subject to a minimum cancellation charge of \$2.50.

## 3. PAYMENT TERMS

3.1 Services performed by HEAL will be in accordance with prices quoted and later confirmed in writing or as stated on the Price Schedule, which prices are subject to change periodically without notice. The Customer should confirm with HEAL the current price prior to placing an order for work.

3.2 Payment terms are net 30 days from the date of invoice by HEAL. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) per month or portion thereof from the due date until the date of payment. All payments shall be made in United States currency.

3.3 The prices stated on the Price Schedule do not include any sales, use or other taxes unless specifically stated. Such taxes will be added to invoice prices when required.

## 4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

4.1 Prior to HEAL'S Acceptance of any sample (or after any revocation of Acceptance), the entire risk of loss or damage to such sample will remain with the Customer. In no event will HEAL have any responsibility or liability for the action or inaction of HEAL'S carrier shipping or delivering any sample to or from HEAL'S premises.

4.2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance of, any sample which in the sole judgment of HEAL, a) is of unsuitable volume, b) unsuitable containers as required for the requested analysis, or c) may be or become unsuitable for, or may pose a risk to, handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

4.3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these

methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgement of HEAL, which deviation, if any, will be made on a basis consistent with recognized standards of industry and/or HEAL'S Standard Operating Procedures.

4.4 Upon timely delivery of samples, HEAL will use its best efforts to comply with storage, processing and analytical holding time limits as set forth in applicable EPA or state guidelines or otherwise requested by the Customer or set forth on the Price Schedule. However, unless specifically made part of a written agreement between HEAL and the Customer, such time limits cannot be guaranteed. Unless specifically indicated on the Price Schedule or expressly made part of a written agreement between HEAL and the Customer, analytical turnaround times are not guaranteed.

4.5 At HEAL'S sole discretion, verbal Results may be given in advance of the written report of Results. Such verbal Results are TENTATIVE RESULTS ONLY, subject to confirmation or change based on HEAL'S standard quality assurance review procedures.

## 5. WARRANTIES, LIABILITY AND INDEMNIFICATION

5.1 HEAL warrants only that its services will fulfill obligations set forth in Section 4.3 and 4.4 hereof. This warranty is the sole and exclusive warranty given by HEAL in connection with any such services, and HEAL gives and makes no other representation or warranty of any kind, express or implied. No representative of HEAL is authorized to give or make any other representation or warranty or modify the warranty in any way.

5.2 The liability and obligations of HEAL, and the remedies of the Customer in connection with any services performed by HEAL will be limited to repeating the services performed or, at the sole option of HEAL, refunding in full or in part fees paid by the Customer for such services. HEAL'S obligation to repeat any services with respect to any sample will be contingent on the Customer's providing, at the request of HEAL, and at the Customer's expense, an additional sample if necessary. Any reanalysis generating Results consistent with the Original Results will be at the Customer's expense. Except as otherwise specifically provided herein, HEAL shall have no liability, obligation or responsibility of any kind for any losses, costs, expenses, or other damages (including but not limited to any special, indirect, incidental or consequential damages) for any representation or warranty of a kind with respect to HEAL'S Services or Results.

5.3 In no event shall HEAL have any responsibility or liability to the Customer for any failure or delay in performance by HEAL, which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of HEAL. Such cause and circumstance shall include, but not be limited to, acts of God, acts of Customer, acts of orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disputes, difficulties or delays in transportation, mail or delivery services, inability to obtain from HEAL usual sources sufficient services or supplies, or any other cause beyond HEAL'S reasonable control.

5.4 All results provided by HEAL are strictly for the use of its Customers, and HEAL is in no way responsible for the use of such results by Customers or third parties. All results should be considered in their entirety, and HEAL is in no way responsible for the separation, detachment, or other use of any portion of the results.

5.5 The customer represents and warrants that any sample delivered to HEAL will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by the customer. The Customer further warrants that any sample containing any hazardous substance, which is to be delivered to HEAL'S premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

5.6 It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, transporter, storer, or disposer of hazardous or toxic substances found or identified at a site, and the Customer agrees to assume the responsibility for the foregoing.

5.7

The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgments, damages, losses, liabilities, expenses, payments, taxes, duties, fines and/or other costs (including but not limited to liability to a third party) arising out of a) the presence of hazardous substances in any sample of the Customer regardless of the Customer's compliance with paragraph 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events occurring, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL.

5.8 Should any Customer sample, due to its matrix or constituents of its matrix, cause the operations of any HEAL instrumentation to be reduced, stopped, or altered, HEAL is entitled to compensation by the Customer for any loss of revenue due to the instrument's downtime, and/or the parts and labor necessary to bring the instrument back to its former operating condition. The amount of compensation is negotiable upon acceptance of these Terms and Conditions and the individual circumstances warranting the reimbursement.

## 6. ENTIRE AGREEMENT; SEVERABILITY

6.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by HEAL, as provided in Section 7.1, embodied the whole agreement of the parties. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, unless made in accordance with Section 7.1, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and HEAL. HEAL specifically rejects all additional, inconsistent or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Customer to HEAL.

6.2 The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable.

## 7. AMENDMENTS AND WAIVERS

7.1 HEAL shall not be subject to or bound by any provision, term or condition which is in addition to or inconsistent or conflicting with these Terms and Conditions. HEAL shall not be deemed to have amended or waived or provision, term or condition, or have given any required consent or approval, or to have waived any breach by the Customer of any of these Terms and Conditions unless specifically set forth in writing and executed on behalf of HEAL by a duly authorized officer. No other employee, servant, agent or representatives of HEAL has any authority whatsoever to add to, delete, alter or vary any of these Terms and Conditions in any manner, or to give any consent, approval or waiver, and HEAL shall not be bound by any such purported addition, deletion, alteration, variation, consent, approval or waiver.

7.2 No waiver by HEAL of any provision, term or condition hereof or of any breach by or obligation of the Customer hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Customer.

## 8. SAMPLE STORAGE

8.1 Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance. Storage of samples or extracts for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. Normally, a sample storage fee of \$3.00 per sample, per month will be billed monthly unless other arrangements are made. If requested, unused sample material may be returned at the client's expense. Materials which are identified as hazardous, will be returned to the client or disposed of as hazardous waste and billed at the rate of \$25.00 per sample. HEAL reserves the right to return all hazardous waste to the client.

## 9. SECTION HEADING

9.1 The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way These Terms and Conditions or their interpretations.

## 10. COVERING LAW

10.1 These Terms and Conditions, and transaction or agreement, to which they apply, shall be governed both as to interpretation and performance by the laws of the State of New Mexico.



## QA/QC SUMMARY REPORT

Client: Blagg Engineering  
Project: GCU #165

Work Order: 0708247

Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD	RPDLimit	Qual
---------	--------	-------	-----	------	----------	-----------	------	----------	------

Method: SW8021

Sample ID: 5ML RB

MBLK

Batch ID: R24885 Analysis Date: 8/23/2007 9:10:07 AM

Benzene	ND	µg/L	1.0						
Toluene	ND	µg/L	1.0						
Ethylbenzene	ND	µg/L	1.0						
Xylenes, Total	ND	µg/L	2.0						

Sample ID: 100NG BTEX LCS

LCS

Batch ID: R24885 Analysis Date: 8/23/2007 2:37:33 PM

Benzene	17.77	µg/L	1.0	88.9	85.9	113			
Toluene	17.37	µg/L	1.0	86.9	86.4	113			
Ethylbenzene	18.05	µg/L	1.0	90.2	83.5	118			
Xylenes, Total	54.72	µg/L	2.0	90.9	83.4	122			

Sample ID: 100NG BTEX LCSD

LCSD

Batch ID: R24885 Analysis Date: 8/23/2007 3:07:41 PM

Benzene	18.32	µg/L	1.0	91.6	85.9	113	3.04	27	
Toluene	18.12	µg/L	1.0	90.6	86.4	113	4.23	19	
Ethylbenzene	18.75	µg/L	1.0	93.7	83.5	118	3.81	10	
Xylenes, Total	56.41	µg/L	2.0	93.7	83.4	122	3.04	13	

## Qualifiers:

E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
R	RPD outside accepted recovery limits	S	Spike recovery outside accepted recovery limits

## Hall Environmental Analysis Laboratory, Inc.

## Sample Receipt Checklist

Client Name BLAGG

Date and Time Received:

8/17/2007

Work Order Number 0708247

Received by TLS

Checklist completed by

Signature

8/17/07

Date

Matrix

Carrier name UPS

Shipping container/cooler in good condition?

Yes ☒No ☐Not Present ☐

Custody seals intact on shipping container/cooler?

Yes ☒No ☐Not Present ☐Not Shipped ☐

Custody seals intact on sample bottles?

Yes ☐No ☐N/A ☒

Chain of custody present?

Yes ☒No ☐

Chain of custody signed when relinquished and received?

Yes ☒No ☐

Chain of custody agrees with sample labels?

Yes ☒No ☐

Samples in proper container/bottle?

Yes ☒No ☐

Sample containers intact?

Yes ☒No ☐

Sufficient sample volume for indicated test?

Yes ☒No ☐

All samples received within holding time?

Yes ☒No ☐

Water - VOA vials have zero headspace?

No VOA vials submitted ☐Yes ☒No ☐

Water - Preservation labels on bottle and cap match?

Yes ☐No ☐N/A ☒

Water - pH acceptable upon receipt?

Yes ☐No ☐N/A ☒

Container/Temp Blank temperature?

1°

4° C ± 2 Acceptable

If given sufficient time to cool.

COMMENTS:

Client contacted

Date contacted:

Person contacted

Contacted by:

Regarding

Comments:

Corrective Action

# BLAGG ENGINEERING, INC.

## MONITOR WELL DEVELOPMENT & / OR SAMPLING DATA

CLIENT : BP AMERICA PROD. CO.

CHAIN-OF-CUSTODY # : N / A

GCU # 165

LABORATORY (S) USED : HALL ENVIRONMENTAL

UNIT H, SEC. 29, T28N, R12W

Date : October 25, 2007

SAMPLER : N J V

Filename : 10-25-07.WK4

PROJECT MANAGER : N J V

WELL #	WELL ELEV. (ft)	WATER ELEV. (ft)	DEPTH TO WATER (ft)	TOTAL DEPTH (ft)	SAMPLING TIME	pH	CONDUCT (umhos)	TEMP. (celcius)	VOLUME PURGED (gal.)
1	101.33	87.32	14.01	24.00	-	-	-	-	-
2	100.06	88.16	11.90	24.00	1150	7.39	1,500	20.7	6.00
3	100.43	85.29	15.14	24.00	1120	7.12	1,600	18.5	4.50

INSTRUMENT CALIBRATIONS =

DATE & TIME =

7.00	2,800
10/23/07	1100

NOTES : Volume of water purged from well prior to sampling;  $V = \pi \times r^2 \times h \times 7.48 \text{ gal./ft}^3 \times 3 \text{ (wellbores)}$ .  
(i.e. 2" MW  $r = (1/12) \text{ ft}$ .  $h = 1 \text{ ft}$ .) (i.e. 4" MW  $r = (2/12) \text{ ft}$ .  $h = 1 \text{ ft}$ .)

Ideally a minimum of three (3) wellbore volumes:

2.00 " well diameter = 0.49 gallons per foot of water.

Comments or note well diameter if not standard 2 ".

Excellent recovery in both MW # 2 & # 3 . Collected samples from MW # 2 & # 3 for BTEX analysis .

Top of casing MW # 1 ~ 2.90 ft. , MW # 2 ~ 2.10 ft. , MW # 3 ~ 2.20 ft. above grade.

**Hall Environmental Analysis Laboratory, Inc.**

Date: 30-Oct-07

**CLIENT:** Blagg Engineering  
**Project:** GCU #165**Lab Order:** 0710519**Lab ID:** 0710519-01**Collection Date:** 10/25/2007 11:50:00 AM**Client Sample ID:** MW #2**Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
<b>EPA METHOD 8021B: VOLATILES</b>						Analyst: NSB
Benzene	ND	1.0		µg/L	1	10/29/2007 9:25:31 PM
Toluene	ND	1.0		µg/L	1	10/29/2007 9:25:31 PM
Ethylbenzene	1.5	1.0		µg/L	1	10/29/2007 9:25:31 PM
Xylenes, Total	83	2.0		µg/L	1	10/29/2007 9:25:31 PM
Surr: 4-Bromofluorobenzene	99.2	70.2-105		%REC	1	10/29/2007 9:25:31 PM

**Lab ID:** 0710519-02**Collection Date:** 10/25/2007 11:20:00 AM**Client Sample ID:** MW #3**Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
<b>EPA METHOD 8021B: VOLATILES</b>						Analyst: NSB
Benzene	ND	1.0		µg/L	1	10/29/2007 9:55:30 PM
Toluene	ND	1.0		µg/L	1	10/29/2007 9:55:30 PM
Ethylbenzene	ND	1.0		µg/L	1	10/29/2007 9:55:30 PM
Xylenes, Total	ND	2.0		µg/L	1	10/29/2007 9:55:30 PM
Surr: 4-Bromofluorobenzene	84.0	70.2-105		%REC	1	10/29/2007 9:55:30 PM

**Qualifiers:** \* Value exceeds Maximum Contaminant Level  
E Value above quantitation range  
J Analyte detected below quantitation limits  
ND Not Detected at the Reporting Limit  
S Spike recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank  
H Holding times for preparation or analysis exceeded  
MCL Maximum Contaminant Level  
RL Reporting Limit

# CHAIN-OF-CUSTODY RECORD

Client: BLAKE ENER. / BP AMERICA

Address: P.O. BOX 87

BLFD, NM 87413

Phone #: 632-1199

Fax #:

Date

Time

Matrix

Sample I.D. No.

Number/Volume

Preservative

HgCl<sub>2</sub>

HNO<sub>3</sub>

HEAL No.

0710519

10/25/07

1150

WATER

MW #2

2-40m/

✓

✓

1

10/25/07

1120

WATER

MW #3

2-40m/

✓

2

Date:

Time:

Relinquished By: (Signature)

Received By: (Signature)

10/25/07

Time:

Relinquished By: (Signature)

Received By: (Signature)

10/25/07

Remarks:

QA / QC Package:

Std ☐

Level 4 ☐

Other:

Project Name:

GCU #165

Project #:

20

Project Manager:

NV

Sampler:

NV

Sample Temperature:

5

## ANALYSIS REQUEST

BTEX + MTBE + TPH (Gasoline Only)

✓

BTEX + MTBE + TMB's (80218)

✓

TPH Method 8015B (Gas/Diesel)

✓

TPH (Method 418.1)

✓

EDB (Method 504.1)

✓

EDC (Method 8021)

✓

8310 (PNA or PAH)

✓

RCRA 8 Metals

✓

Anions (F, Cl, NO<sub>3</sub>, NO<sub>2</sub>, PO<sub>4</sub>, SO<sub>4</sub>)

✓

8081 Pesticides / PCB's (8082)

✓

8260B (VOA)

✓

8270 (Semi-VOA)

✓

Air Bubbles or Headspace (Y or N)

✓

HALL ENVIRONMENTAL  
ANALYSIS LABORATORY

4901 Hawkins NE, Suite D

Albuquerque, New Mexico 87109

Tel. 505.345.3975 Fax 505.345.4107

www.hallenvironmental.com

## 1. DEFINITIONS

1.1 "Acceptance of a sample" means the determination of HEAL to proceed with work following receipt and inspection of such sample.

1.2 "Customer" means the individual or entity who may request laboratory services and his or its heirs, successors, assigns, and representatives.

1.3 HEAL means Hall Environmental Analysis Laboratory its employees, servants, agents, and representative.

1.4 "Price schedule" means HEAL'S standard price schedule, as such document may be amended from time to time by HEAL.

1.5 "Results" mean data generated by HEAL from the analysis of one or more samples.

1.6 "Terms and Conditions" mean these Terms and Conditions of sale, including the Price Schedule, and any additions or amendments thereto which are agreed to in writing by HEAL as provided in Section 7.1.

## 2. ORDERS

2.1 The customer may order services by submitting a written purchase order to HEAL, by placing a telephone order, which will be subsequently confirmed in writing, or by negotiated contract. Any such order constitutes a) an acceptance by the Customer of HEAL'S offer to do business with the Customer under these Terms and Conditions, and b) an agreement to be bound by these Terms and Conditions. The Customer's delivery of samples to HEAL constitutes the Customer's express assent to be governed by these Terms and Conditions. HEAL reserves the right to refuse to proceed with work at any time based upon an unfavorable customer credit report.

2.2 Any order placed by the Customer under Section 2.1 is subject to a minimum cancellation charge of \$2.50.

## 3. PAYMENT TERMS

3.1 Services performed by HEAL will be in accordance with prices quoted and later confirmed in writing or as stated on the Price Schedule, which prices are subject to change periodically without notice. The Customer should confirm with HEAL the current price prior to placing an order for work.

3.2 Payment terms are net 30 days from the date of invoice by HEAL. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) per month or portion thereof from the due date until the date of payment. All payments shall be made in United State currency.

3.3 The prices stated on the Price Schedule do not include any sales, use or other taxes unless specifically stated. Such taxes will be added to invoice prices when required.

## 4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

4.1 Prior to HEAL'S Acceptance of any sample (or after any revocation of Acceptance), the entire risk of loss or damage to such sample will remain with the Customer. In no event will HEAL have any responsibility or liability for the action or inaction of HEAL'S carrier shipping or delivering any sample to or from HEAL'S premises.

4.2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance of, any sample which in the sole judgment of HEAL, a) is of unsuitable volume, b) unsuitable containers as required for the requested analysis, or c) may be or become unsuitable for, or may pose a risk in, handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

4.3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these

methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgement of HEAL, which deviation, if any will be made on a basis consistent with recognized standards of industry and/or HEAL'S Standard Operating Procedures.

4.4 Upon timely delivery of samples, HEAL will use its best efforts to comply with storage, processing and analytical holding time limits as set forth in applicable EPA or state guidelines or otherwise requested by the Customer or set forth on the Price Schedule. However, unless specifically made part of a written agreement between HEAL and the Customer, such time limits cannot be guaranteed. Unless specifically indicated on the Price Schedule or expressly made part of a written agreement between HEAL and the Customer, analytical turnaround times are not guaranteed.

4.5 At HEAL'S sole discretion, verbal Results may be given in advance of the written report of Results. Such verbal Results are TENTATIVE RESULTS ONLY, subject to confirmation or change based on HEAL'S standard quality assurance review procedures.

## 5. WARRANTIES, LIABILITY AND INDEMNIFICATION

5.1 HEAL warrants only that its services will fulfill obligations set forth in Section 4.3 and 4.4 hereof. This warranty is the sole and exclusive warranty given by HEAL in connection with any such services, and HEAL gives and makes no other representation or warranty of any kind, express or implied. No representative of HEAL is authorized to give or make any other representation or warranty or modify the warranty in any way.

5.2 The liability and obligations of HEAL, and the remedies of the Customer in connection with any services performed by HEAL will be limited to repeating the services performed or, at the sole option of HEAL, refunding in full or in part fees paid by the Customer for such services. HEAL'S obligation to repeat any services with respect to any sample will be contingent on the Customer's providing, at the request of HEAL, and at the Customer's expense, an additional sample. If necessary, Any reanalysis generating Results consistent with the Original Results will be at the Customer's expense. Except as otherwise specifically provided herein, HEAL shall have no liability, obligation or responsibility of any kind for any losses, costs, expenses, or other damages (including but not limited to any special, indirect, incidental or consequential damages) for any representation or warranty of a kind with respect to HEAL'S Services or Results.

5.3 In no event shall HEAL have any responsibility or liability to the Customer for any failure or delay in performance by HEAL, which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of HEAL. Such cause and circumstance shall include, but not be limited to, acts of God, acts of Customer, acts of orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disputes, difficulties or delays in transportation, mail or delivery services, inability to obtain from HEAL usual sources sufficient services or supplies, or any other cause beyond HEAL'S reasonable control.

5.4 All results provided by HEAL are strictly for the use of its Customers, and HEAL is in no way responsible for the use of such results by Customers or third parties. All results should be considered in their entirety, and HEAL is in no way responsible for the reparation, demurrage, or other use of any portion of the results.

5.5 The customer represents and warrants that any sample delivered to HEAL will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by the customer. The Customer further warrants that any sample containing any hazardous substance, which is to be delivered to HEAL'S premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

5.6 It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, transporter, storage, or disposer of hazardous or toxic substances found or identified at a site, and the Customer agrees to assume the responsibility for the foregoing.

5.7

The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgments, damages, losses, liabilities, expenses, payments, taxes, duties, fines and/or other costs (including but not limited to liability to a third party) arising out of a) the presence of hazardous substances in any sample of the Customer regardless of the Customer's compliance with paragraph 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL.

5.8 Should any Customer sample, due to its matrix or constituents of its matrix, cause the operations of any HEAL instrumentation to be reduced, stopped, or altered, HEAL is entitled to compensation by the Customer for any loss of revenue due to the instrument's downtime, and/or the parts and labor necessary to bring the instrument back to its former operating condition. The amount of compensation is negotiable upon acceptance of these Terms and Conditions and the individual circumstances warranting the reimbursement.

## 6. ENTIRE AGREEMENT; SEVERABILITY

6.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by HEAL as provided in Section 7.1, embodied the whole agreement of the parties. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, unless made in accordance with Section 7.1, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and HEAL. HEAL specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Customer to HEAL.

6.2 The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable.

## 7. AMENDMENTS AND WAIVERS

7.1 HEAL shall not be subject to or bound by any provision, term or condition which is in addition to or inconsistent or conflicting with these Terms and Conditions. HEAL shall not be deemed to have amended or waived and provision, term or condition, or have given any required consent or approval, or to have waived any breach by the Customer of any of these Terms and Conditions unless specifically set forth in writing and executed on behalf of HEAL by a duly authorized officer. No other employee, servant, agent or representatives of HEAL has any authority whatsoever to add to, delete, alter or vary any of these Terms and Conditions in any manner or to give any consent, approval or waiver, and HEAL shall not be bound by any such purported addition, deletion, alteration, variation, consent, approval or waiver.

7.2 No waiver by HEAL of any provision, term or condition hereof or of any breach by or obligation of the Customer hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Customer.

## 8. SAMPLE STORAGE

8.1 Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance. Storage of samples or extracts for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. Normally, a sample storage fee of \$3.00 per sample, per month will be billed monthly unless other arrangements are made. If requested, unused sample material may be returned at the client's expense. Materials which are identified as hazardous will be returned to the client or disposed of as hazardous waste and billed at the rate of \$25.00 per sample. HEAL reserves the right to return all other hazardous materials to the client.

## 9. SECTION HEADING

9.1 The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way These Terms and Conditions or their interpretations.

## 10. GOVERNING LAW

10.1 These Terms and Conditions, and transaction or agreement, to which they apply, shall be governed both as to interpretation and performance by the laws of the State of New Mexico.

## QA/QC SUMMARY REPORT

Client: Blagg Engineering  
Project: GCU #165

Work Order: 0710519

Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD	RPDLimit	Qual
---------	--------	-------	-----	------	----------	-----------	------	----------	------

Method: SW8021

Sample ID: 5ML RB

MBLK

Batch ID: R25789 Analysis Date: 10/29/2007 9:22:13 AM

Benzene	ND	µg/L	1.0
Toluene	ND	µg/L	1.0
Ethylbenzene	ND	µg/L	1.0
Xylenes, Total	ND	µg/L	2.0

Sample ID: 100NG BTEX LCS

LCS

Batch ID: R25789 Analysis Date: 10/29/2007 7:25:28 PM

Benzene	21.21	µg/L	1.0	106	85.9	113
Toluene	20.53	µg/L	1.0	102	86.4	113
Ethylbenzene	20.10	µg/L	1.0	99.7	83.5	118
Xylenes, Total	59.33	µg/L	2.0	98.3	83.4	122

## Qualifiers:

E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
R	RPD outside accepted recovery limits	S	Spike recovery outside accepted recovery limits

# Hall Environmental Analysis Laboratory, Inc.

## Sample Receipt Checklist

Client Name **BLAGG**

Date and Time Received:

10/26/2007

Work Order Number **0710519**

Received by **AT**

Checklist completed b

Signature

Date

10/26/07

Matrix

Carrier name **UPS**

Shipping container/cooler in good condition?

Yes ☒

No ☐

Not Present ☐

Custody seals intact on shipping container/cooler?

Yes ☒

No ☐

Not Present ☐

Not Shipped ☐

Custody seals intact on sample bottles?

Yes ☐

No ☐

N/A ☒

Chain of custody present?

Yes ☒

No ☐

Chain of custody signed when relinquished and received?

Yes ☒

No ☐

Chain of custody agrees with sample labels?

Yes ☒

No ☐

Samples in proper container/bottle?

Yes ☒

No ☐

Sample containers intact?

Yes ☒

No ☐

Sufficient sample volume for indicated test?

Yes ☒

No ☐

All samples received within holding time?

Yes ☒

No ☐

Water - VOA vials have zero headspace?

No VOA vials submitted ☐

Yes ☒

No ☐

Water - Preservation labels on bottle and cap match?

Yes ☐

No ☐

N/A ☒

Water - pH acceptable upon receipt?

Yes ☐

No ☐

N/A ☒

Container/Temp Blank temperature?

5°

4° C ± 2 Acceptable

If given sufficient time to cool.

COMMENTS:

Client contacted

Date contacted:

Person contacted

Contacted by:

Regarding

Comments:

Corrective Action