# 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 30018

Oil Conservation Division
Environmental Burganos

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:

Medin Val

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)

#### RECEIVED 3R0018

FEB 02 2008

## Oil Conservation Division BP AMERICA PRODUCTION Officental 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 stand		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

								BTEX	EPA METH	IOD 8021B (	ppb)
SAMPLE DATE	WELL NAME or No.			TDS (mg/L)		·	PRODUCT	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- <b>M</b> ay-07		14.57			1,400	7.14		ND	ND	ND	ND
25-Oct-07		15.14			1,600	7.12		ND	ND	ND	ND
		NMW	QCC GF	ROUNDV	VATER S	TAND	ARDS	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

**新教教** 

A. W.

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	

	KEZUCB	to ROW - 4-17-93	4-51-47 No	T QUITE	_
CLIENT: AMOC		LAGG ENGINEERING ( 87, BLOOMFIELD, (505) 632-1199	NM 87413	C.D.C. NO: <u>0361</u> 0362	
	FIELD REPORT	Γ: PIT CLOSURE	VERIFICATI	0363	2 927
Į.		WELL #: 165 PIT:		DATE STARTED: 4-12-95 DATE FINISHED: 5-1-95	
		CONTRACTOR: MOSS		ENVIRONMENTAL R ED	
EXCAVATION A  DISPOSAL FAC  LAND USE:  FIELD NOTES &  DEPTH TO GROUNDWA  NMOCD RANKING SCO  SOIL AND EXCAV  PIT EXCAVAT  ICRICATION -  COMPANIATION S	APPROX. 40 FT. X  ILITY: ONSTE / GCU  RANGE /AGE!.  REMARKS: PIT LOC  ATER: 15 NEAREST  RE: 20 NMOCD TP  /ATION DESCRIPTION:  TED TO HARD BOTTO  WATER PUMPED +  SOILS REMOVED - SO  FROM ALL SIDES AF	40 FT. × 16 FT.  165 E / 604 191 REME  LEASE: 07882A  CATED APPROXIMATELY 1  WATER SOURCE: 71000'  PH CLOSURE STD: 100 PPM  PIT DISPOSITION:  OM - WATER INFLOW INFORM OF STAIN AT BOTTOM OF	DEEP. CUBI DIATION METHOD  A FORMA  ZS FEET M  NEAREST SURFACE  ABANDONE  MOST LIRELY  SITE PRIOR  LACE ON WEST	C YARDS: 900  DE LAMIFARM  TION: DAHOTA  25°E FROM WELLHEAD.  E WATER: 71000'  FROM NEARBY  TO SAMPLING.  - (SEPARATOR SIDE).	
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#### Blagg Engineering, Inc.

Project ID:

Sample ID:

Lab ID:

Sample Matrix:

Preservative: Condition:

GCU 165

Pit Water 0827

Water Cool, HgCl<sub>2</sub>

Intact

Report Date:

Date Sampled:

Date Received: Date Analyzed: 04/12/95 04/12/95

04/13/95

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 6,26	0

ND - Analyte not detected at the stated detection limit.

**Quality Control:** 

Surrogate

Percent Recovery

**Acceptance Limits** 

Trifluorotoluene

105

88 - 110%

Bromofluorobenzene

96

86 - 115%

Reference:

Method 602.2, Purgeable Aromatics; Federal Register, Vol. 49, No. 209,

Oct. 1984.

Comments:

Review



#### Blagg Engineering, Inc.

Project ID: Sample ID: **GCU 165** 

Pit Water

Report Date: Date Sampled: 04/17/95

Lab ID:

0837

04/17/95

Sample Matrix:

Water

Date Received: Date Analyzed:

04/17/95 04/17/95

Preservative:

Cool, HgCl<sub>2</sub>

Condition:

Intact

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

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ND - Analyte not detected at the stated detection limit.

**Quality Control:** 

Surrogate

Percent Recovery 99

**Acceptance Limits** 

Trifluorotoluene

88 - 110%

Bromofluorobenzene

94

86 - 115%

Reference:

Method 602.2, Purgeable Aromatics; Federal Register, Vol. 49, No. 209,

Oct. 1984.

Comments:

Revièw



#### Blagg Engineering, Inc.

Project ID:

GCU 165

04/24/95

Sample ID:

Pit Water 0873

Report Date: 04/2

Lab ID:

Date Sampled: Date Received: 04/20/95 04/20/95

Sample Matrix:

Water

Date Analyzed: 04/21/95

Preservative:

Cool, HgCl<sub>2</sub>

Condition:

Intact

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

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Total BTEX	534
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ND - Analyte not detected at the stated detection limit.

**Quality Control:** 

Surrogate

Percent Recovery

Acceptance Limits

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



#### Blagg Engineering, Inc.

Project ID:

GCU 165

Sample ID:

Pit Water

Lab ID: Sample Matrix: 0897 Water

Preservative: Condition:

Cool, HgCl<sub>2</sub>

Intact

Report Date:

04/26/95

Date Sampled:

04/25/95

Date Received: Date Analyzed:

04/25/95 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

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Total RTEY AGA
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ND - Analyte not detected at the stated detection limit.

**Quality Control:** 

Surrogate

Percent Recovery

**Acceptance Limits** 

· 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

Date:

5/2/95

Company: Blagg Engineering, Inc.

Lab ID:

2927

6160

Address: P.O. Box 87 Sample ID:

City, State: Bloomfield, NM 87413

Job No.

2-1000

**Project Name:** 

Sampled by:

GCU 165

**Project Location:** 

Pit Water - Sep. Pit

REO

Date: Date:

5/1/95 5/1/95 Time:

8:00

Analyzed by: Sample Matrix: DC Water

#### Aromatic Volatile Organics

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

ND - Not Detectable

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

Approved by: Take

Date: 5/2/95

P. O. BOX 2606 • FARMINGTON, NM 87499

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CHAIN OF CUSTODY

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Date: 5 1-95

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TECHNOLOGIES, LTD.

657 W. Maple • P. O. Box 2606 • Farmington NM 87499 LAB: (505) 325-5667 • FAX: (505) 325-6256

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I	Oity, State, Zip King Part (1)		Ħ	Telephone No.	F-	Telefax No.
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Sampler:			Mumb Conta			
	SAMPLE IDENTIFICATION	SAMPLE MATRIX PRES.				LABID
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Relinqui	Relinquished by:	Date/Time >//   q ≤	Recei	Received by:		Date/Time
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Relinqui	Relinquished by:	Date/Time	Rece	Received by:		Date/Time
Method		£	Rush	24-48 Hours	10 Working Days	Special Instructions:
Authorized by:		Date 5 ( 9 %				
	(Client Signature Must Accompany Request)		-1.0			

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

FORM PEVISED 1/96

	NAFI
BLAGG ENGINEERING, INC. P.O. BOX 87, BLOOMFIELD, NM 87413 (505) 632-1199	LOCATION NO: BOSSY  C.O.C. NO: ANIATAS
FIELD REPORT: LANDFARM/COMPOST PILE CLOSURE	VERIFICATION
LOCATION: GCY 165 LEASE: SF-078828-A	DATE STARTED: 4-3-96
QUAD/UNIT: H SEC: 29 TWP: Z8N RNG: 12 W BM: NM CNTY: SJ ST: NM	DATE FINISHED:
OTR/FOOTAGE: SE/NE CONTRACTOR: MOSS	SPECIALIST: PLO
SOIL REMEDIATION:  REMEDIATION SYSTEM: LANDFARM APPROX. CUBIC Y  LAND USE: RANGE / AGRI.	'ARDAGE: 300
FIELD NOTES & REMARKS:  DEPTH TO GROUNDWATER: < SO NEAREST WATER SOURCE: 71000 NEAREST SURFACE  WATER SAME AND SOURCE TO BE A CO. DOWN	E WATER: >1000'
NMOCD RANKING SCORE: 20 NMOCD TPH CLOSURE STD: 100 PPM	
SOIL CONSISTS OF LIGHTLY MOIST -> DRY SILTY SYMM, NO STAIN,	NO 000%,
FIELD 418.1 CALCULATIONS  SAMPLE 1.D. LAB No: WEIGHT (g) ml. FREON DILUTION READING CALC	CLOSE L.F.
SAMPLE FIELD HEADSPACE PID (ppm)  COMP, A  LELL  A  SCALE	LAB SAMPLES  SAMPLE ANALYSIS  W.P. A 8015 = (1030)
TRAVEL NOTES: 0 FT	, par
TRAVEL NOTES: CALLOUT. ONSITE: 4-3-96 10	1

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#### TOTAL VOLATILE PETROLEUM HYDROCARBONS

**Gasoline Range Organics** 

#### Blagg Engineering, Inc.

Project ID:

**GCU 165** 

Sample Matrix: Preservative:

Soil Intact

Condition:

Cool

Report Date:

04/15/96

Date Sampled:

04/03/96

Date Received: Date Extracted: 04/04/96 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.

**Quality Control:** 

Surrogate

% Recovery

Acceptance Limits

Trifluorotoluene

96%

50 - 150%

Dineth

Reference:

Method for the Determination of Gasoline Range Organics,

State of Tennessee, Department of Environment and Conservation, Division

of Underground Storage Tanks.

Comments:



#### TOTAL RECOVERABLE PETROLEUM HYDROCARBONS

**Diesel Range Organics** 

#### Blagg Engineering, Inc.

Project ID:

**GCU 165** 

Sample Matrix:

Soil Cool

Preservative: Condition:

Intact

Report Date:

04/15/96

Date Sampled: Date Received: 04/03/96 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

o - Terphenyl

% Recovery 104%

**Acceptance Limits** 

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:

ca aimen

Down /h



#### TOTAL VOLATILE PETROLEUM HYDROCARBONS

**Gasoline Range Organics** 

#### Blagg Engineering, Inc.

Project ID:

Sample Matrix: Preservative:

Soil Cool Intact

Condition:

GCU 165 E

Report Date: Date Sampled: 05/01/96

Date Received:

04/17/96

Date Extracted:

04/18/96

Date Analyzed:

04/19/96 04/24/96

-Sample ID	LabID	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%

Dair /4

Reference:

Method for the Determination of Gasoline Range Organics,

State of Tennessee, Department of Environment and Conservation, Division

of Underground Storage Tanks.

Comments:

Review



#### TOTAL RECOVERABLE PETROLEUM HYDROCARBONS

**Diesel Range Organics** 

#### Blagg Engineering, Inc.

Project ID:

GCU 165 E

Sample Matrix:

Soil

Preservative:

Condition:

Report Date: Date Sampled: 05/01/96

Cool

Intact

Date Received:

04/17/96

Date Extracted:

04/17/96 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:

Anula Juna Analyst

Duig /h

Please Fill Out Thoroughly. White/Yellow: Analytica W 052 for lab use only. Page of of COMMENTS Shaded areas 664 230 Pink: Client 59 6 509 6(4 Ofher (specify): METALS Date: RCRA Metals TCLP (1311) RCRA Metals (Total) Priority Pollutants Relinquished By: Received By: Other (specify): WATER ANALYSES Oil and Grease Nutrients: NH4+ / NO2- / NO3- / TKN SS / SST / SQT :sbiloS R. F. Orlall 4-18-96 CHAIN OF CUSTODY BOD / Fecal / Total Coliform 345 Date: Specific Anions (specify): Specific Cations (specify): Cation / Anion Relinquished By: Received By: Other (specify): BET TCLP Extraction Company: Signature Polynuclear Aromatic Hydrocarbons (8100) ORGANIC ANALYSES Base / Neutral / Acid GC/MS (625 / 8270) 4-17-96 Volatiles GC/MS (624 / 8240 / 8260) Time: Date: Herbicides (615 / 8150) Chlorinated Pesticides / PCBs (608 / 8080) (1.502 \ 1.502) selitslov AWQ2 8. Ortal Chlorinated Hydrocarbons (8010) Aromatic HCs BTEX/MTBE (602 / 8020) Sampled By: Received By: Gasoline (GRO) BEI Company: Gasoline / Diesel (mod. 8015) Signature Q. Petroleum Hydrocarbons (418.1) Required Turnaround Time (Prior Authorization Required for Rush) Lab Custody Seals: Y / N / NA Sample Receipt 632-1199 ENVIRONMENTAL L'ABORATORY 807 S. CARLTON • FARMINGTON, NM 87401 • (505) 326-2395 SAME Matrix 81166 1040 Soll Received Intact: ù Received Cold: No. Containers 040 9 010 135 Time 4-17 PROJECT MANAGER: Date ~ 7 2 00730 Project Information Analytica Lab I.D.: COMP. A Sample ID Company: Shipped Via: Company: Proj. Name: 1 Address: Address: -Bill To: Phone: P. O. No: Proj. #: Fax:

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#### TOTAL VOLATILE PETROLEUM HYDROCARBONS

**Gasoline Range Organics** 

#### Blagg Engineering, Inc.

Project ID:

GCU 191

Sample Matrix:

Soil

Preservative: Condition:

Cool

Intact

Report Date:

05/01/96

Date Sampled:

04/17/96

Date Received:

04/18/96 04/19/96

Date Extracted: Date Analyzed:

04/24/96

Sample ID	LabilD	Concentrations. (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%

Denie /Ab

Reference:

Method for the Determination of Gasoline Range Organics,

State of Tennessee, Department of Environment and Conservation, Division

of Underground Storage Tanks.

Comments:



#### TOTAL RECOVERABLE PETROLEUM HYDROCARBONS

**Diesel Range Organics** 

#### Blagg Engineering, Inc.

Project ID:

GCU 191

Sample Matrix:

Soil

Preservative: Condition:

Cool Intact Report Date:

05/01/96

Date Sampled:

04/17/96

Date Received:

04/17/96

Date Extracted: Date Analyzed:

04/29/96 04/30/96

		Concentration	Detection Limit
-Sample:ID	Lab ID.		(mg/kg)
		(mg/kg):	(mg/kg) = -
			T

Comp. A 3152 ND 18.5

ND- Analyte not detected at the stated detection limit.

**Quality Control:** 

Surrogate

% Recovery

**Acceptance Limits** 

o - Terphenyl

107%

50 - 150%

Duis /h

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:

nalvet

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.

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

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

- 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.
  - 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.
     C.A. McAdams C#1E (Dehy pit)
                                         Unit B, Sec. 05, T27N, R10W.
6.
7.
     V.W. McManus #1 (Abandoned pit)
                                         Unit M, Sec. 22, T28N, R12W.
     V.W. McManus #1 (Tank battery pit) Unit M, Sec. 22, T28N, R12W.
8.
```

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

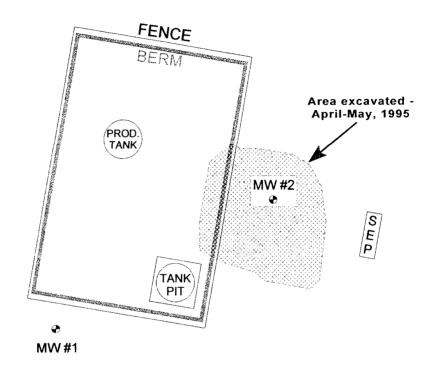


MW #3



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Direction to Gallegos wash.



WELL HEAD

1 INCH = 30 FT.

30

60 FT.

BP AWERICA 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.

BE TO SCALE

DRAWN BY: NJV

FILENAME: GCU 165-SM.SKF

DRAFTED: 07-07-06 NJV

SITE

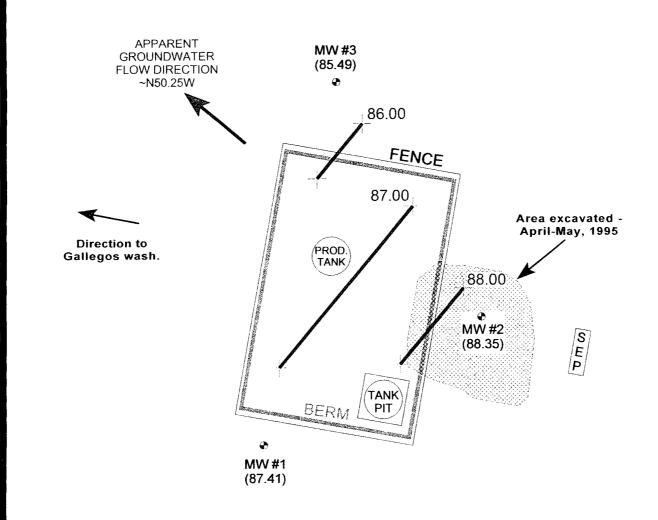
MONITOR WELL LOCATIONS ARE ONLY AS ACCURATE AS THE INSTRUMENTS USED IN OBTAINING THE FOOTAGE & BEARING FROM THE WELL HEAD (TAPE MEASURE, LASER RANGE FINDER, & BRUNTON

COMPASS). ALL OTHER STRUCTURES DISPLAYED ON THIS MAP ARE SOLELY FOR REFERENCE AND MAY NOT

07/06

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





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**HEAD** 

WELL

1 INCH = 30 FT.

多

60 FT. 30

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

Elevation (101.33)MW #1

Top of Well

MW #2 (100.06)MW #3 (100.43)

**Groundwater Elevation** MW #1 as of 8/3/06. (87.41)

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.

PROJECT: MW SAMPLING

DRAWN BY: NJV

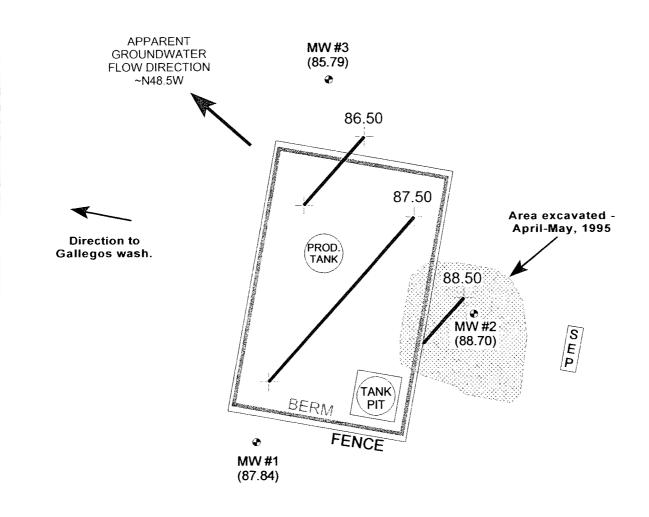
FILENAME: 08-03-06-GW.SKF

REVISED: 08-06-06 NJV

**GROUNDWATER CONTOUR** MAP 08/06

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





WELL HEAD

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.

100

GCU #165

BP AMERICA PRODUCTION CO

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

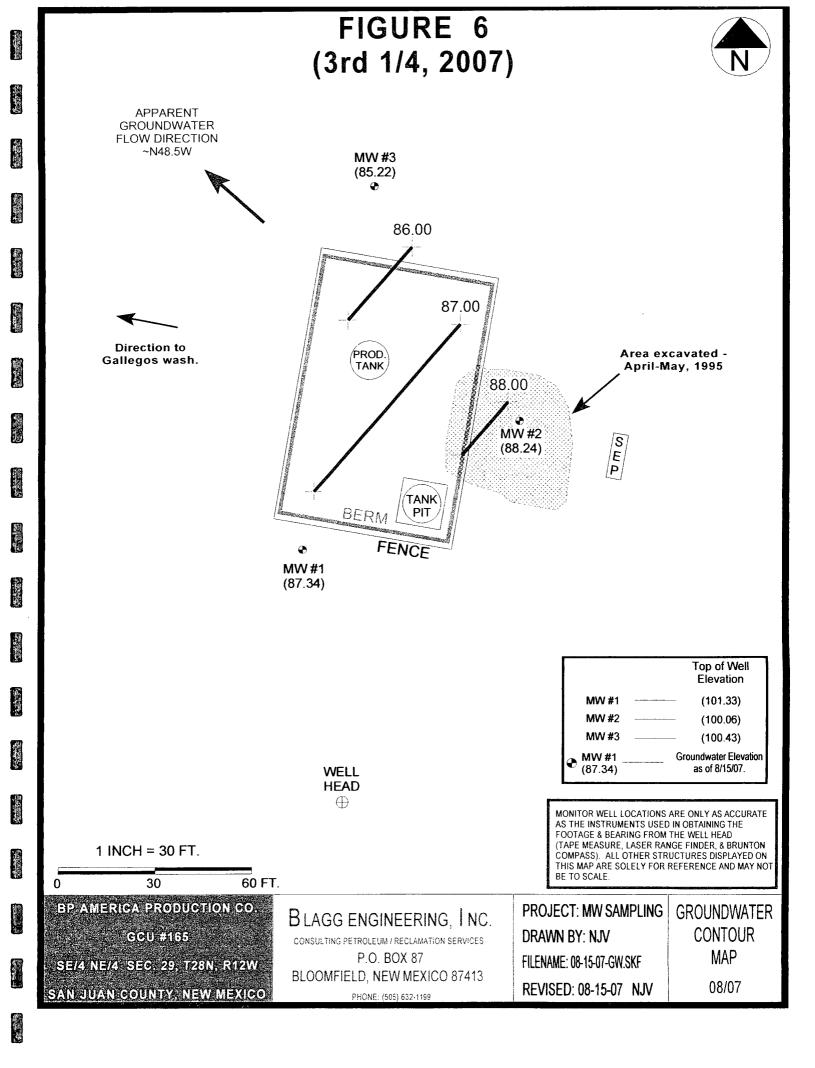
**REVISED: 10-30-06 NJV** 

GROUNDWATER CONTOUR MAP

10/06

#### FIGURE 4 (1st 1/4, 2007) **APPARENT GROUNDWATER** FLOW DIRECTION ~N48.5W MW #3 (85.95) 86.50 87.50 Direction to Area excavated -PROD Gallegos wash. 88.50 **TANK** April-May, 1995 MW #2 (88.97)TANK BERM PIT FENCE MW #1 (88.08)Top of Well Elevation (101.33)MW #1 MW #2 (100.06)MW #3 (100.43)Groundwater Elevation MW #1 as of 1/24/07. (88.08)**WELL HEAD** $\oplus$ 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 1 INCH = 30 FT. COMPASS). ALL OTHER STRUCTURES DISPLAYED ON THIS MAP ARE SOLELY FOR REFERENCE AND MAY NOT BE TO SCALE. 60 FT. 30 BP AMERICA PRODUCTION CO. PROJECT: MW SAMPLING **GROUNDWATER** BLAGG ENGINEERING, INC. **CONTOUR** GGU #165 Drawn by: NJV CONSULTING PETROLEUM / RECLAMATION SERVICES MAP P.O. BOX 87 FILENAME: 01-24-07-GW.SKF SE/4 NE/4 SEC. 29, T28N, R12W BLOOMFIELD, NEW MEXICO 87413 01/07 REVISED: 01-26-07 NJV SAN JUAN COUNTY, NEW MEXICO PHONE: (505) 632-1199

#### FIGURE 5 (2nd 1/4, 2007) **APPARENT GROUNDWATER** FLOW DIRECTION ~N48.75W MW #3 (85.86) 86.50 87.50 Direction to Area excavated -PROD. Gallegos wash. TANK April-May, 1995 88.50 MW #2 SEP (88.84)TANK BERM PIT **FENCE** MW #1 (87.94)Top of Well Elevation MW #1 (101.33)MW #2 (100.06)MW #3 (100.43)Groundwater Elevation MW #1 as of 5/8/07. (87.94)WELL **HEAD** 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 1 INCH = 30 FT. COMPASS). ALL OTHER STRUCTURES DISPLAYED ON THIS MAP ARE SOLELY FOR REFERENCE AND MAY NOT BE TO SCALE 60 FT. 30 BP AMERICA PRODUCTION CO. PROJECT: MW SAMPLING **GROUNDWATER** BLAGG ENGINEERING, INC. CONTOUR GGU#165 DRAWN BY: NJV CONSULTING PETROLEUM / RECLAMATION SERVICES MAP P.O. BOX 87 FILENAME: 05-08-07-GW.SKF SE/4.NE/4 SEC 29, T28N, R12W BLOOMFIELD, NEW MEXICO 87413 05/07 REVISED: 05-08-07 NJV SAN JUAN COUNTY, NEW MEXICO PHONE: (505) 632-1199



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

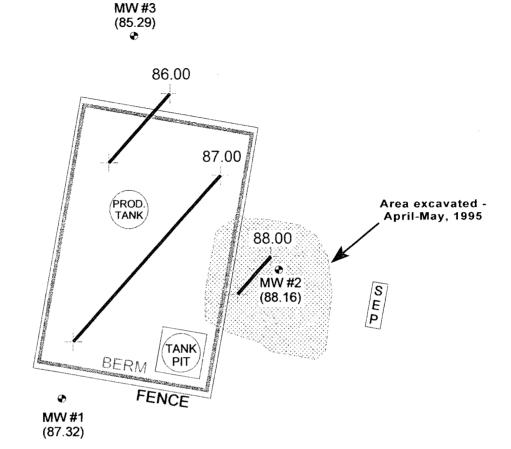




**大学** 

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Direction to Gallegos wash.



WELL  $\oplus$ 

**HEAD** 

1 INCH = 30 FT.

30

BP AMERICA PRODUCTION CO

60 FT.

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

BE TO SCALE

MW #1 MW #2

MW #3

MW #1

(87.32)

DRAWN BY: NJV

FILENAME: 10-25-07-GW.SKF

REVISED: 10-25-07 NJV

**GROUNDWATER CONTOUR** MAP

Top of Well Elevation (101.33)

(100.06)

(100.43)Groundwater Elevation

as of 10/25/07.

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

10/07

#### BLAGG ENGINEERING, Inc.

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

MW #1

#### BORE / TEST HOLE REPORT

CLIENT:

LOCATION NAME:

CONTRACTOR: **EQUIPMENT USED:**  BP AMERICA PRODUCTION COMPANY

UNIT H. SEC. 29, T28N, R12W GCU # 165

BLAGG ENGINEERING, INC. / ENVIROTECH, INC.

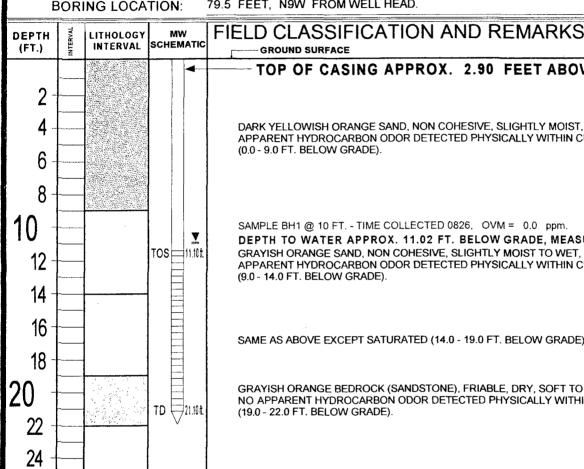
**MOBILE DRILL RIG (CME 75)** 

79.5 FEET, N9W FROM WELL HEAD.

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

PREPARED BY

NJV



26

28

36

GROUND SURFACE TOP OF CASING APPROX. 2.90 FEET ABOVE GRADE.

DARK YELLOWISH ORANGE SAND, NON COHESIVE, SLIGHTLY MOIST, FIRM, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (0.0 - 9.0 FT. BELOW GRADE).

SAMPLE BH1 @ 10 FT. - TIME COLLECTED 0826, OVM = 0.0 ppm. DEPTH TO WATER APPROX. 11.02 FT. BELOW GRADE, MEASURED 8/3/06. 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).

SAME AS ABOVE EXCEPT SATURATED (14.0 - 19.0 FT. BELOW GRADE).

GRAYISH ORANGE BEDROCK (SANDSTONE), FRIABLE, DRY, SOFT TO HARD. NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (19.0 - 22.0 FT. BELOW GRADE).

NOTES:

- SAND.

TOS - Top of screen of monitor well.

TD Total depth/bottom extent of monitor well.

- organic vapor meter or PID (photoionization detector).

- parts per million. ppm

**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:

34

LOCATION NAME:

CONTRACTOR: **EQUIPMENT USED:** 

#### BP AMERICA PRODUCTION COMPANY

GCU # 165

UNIT H, SEC. 29, T28N, R12W

BLAGG ENGINEERING, INC. / ENVIROTECH, INC.

**MOBILE DRILL RIG (CME 76)** 

BORING #..... BH - 3 MW #..... PAGE #..... DATE STARTED 7/6/06 DATE FINISHED \_7/6/06 OPERATOR..... KΡ

_	בעטו	PINIEINI O	SED.	MODILE DIVILE NO (OME 70)	OPERATOR
E	30RI	NG LOCA	TION:	130.5 FEET, N25E FROM WELL HEAD.	PREPARED BY N.
DEPTH (FT.)	INTERVAL	LITHOLOGY INTERVAL	MW SCHEMATIC	FIELD CLASSIFICATION AND REMARKS GROUND SURFACE	
2 -			-	TOP OF CASING APPROX. 2.10 FEET ABOV	
4 - 6 -				DARK YELLOWISH ORANGE SAND, NON COHESIVE, SLIGHTLY MOIST, F APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CU (0.0 - 9.0 FT. BELOW GRADE).	TTINGS
8 -				SAMPLE BH3 @ 10 FT TIME COLLECTED 1100, OVM = 1,072 ppm, TPl BENZENE = ND mg/kg or ppm, or ppm.	
10 -				DEPTH TO WATER APPROX. 9.61 FT. BELOW GRADE, MEASUR	ED 8/3/06.
12 - 14 -			TOS 11.90 ft.	MEDIUM DARK GRAY SAND WITH MINOR AMOUNT OF GRAVEL, NON CO SLIGHTLY MOIST TO WET, FIRM, STRONG APPARENT HYDROCARBON O DETECTED PHYSICALLY WITHIN CUTTINGS (9.0 - 16.0 FT. BELOW GRAD	ODOR
16 -				DARK GREENISH GRAY SAND, NON COHESIVE, SATURATED, FIRM TO L	
18-				STRONG APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY W CUTTINGS (16.0 - 20.0 FT. BELOW GRADE).	'ITHIN
20 - 22 -			TD 21.90 ft.	DARK GREENISH TO LIGHT GRAY BEDROCK (SANDSTONE), FRIABLE, D TO HARD, UNABLE TO DETERMINE IF ANY HYDROCARBON ODOR PRES CALLY WITHIN CUTTINGS (20.0 - 22.0 FT. BELOW GRADE).	
24 -				NOTES: - SAND.	
26 - 28 -				TOS - Top of screen of monitor well.  TD - Total depth/bottom extent of monitor well.  OVM - organic vapor meter or PID (photoionization detector).	
30				TPH - total petroleum hydrocarbons (US Epa modified method 8015B).  BTEX - benzene, toluene, ethylbenzene, & total xylenes	OVM CALIBRATION: 54.5 ppm; RF = 0.52

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

(US Epa method 8021B).

milligram per kilogram.

- Not Detected at the Reporting Limit.

parts per million.

mg/kg

ppm

ND

DATE: 8/6/06 DWN BY: NJV

- isobutylene.

Date - 7/6/06. Time - 0833.

(RF = response factor). 100 ppm calibration gas

#### BLAGG ENGINEERING, Inc.

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

MW #3

#### BORE / TEST HOLE REPOR'

CLIENT:

LOCATION NAME: CONTRACTOR:

**EQUIPMENT USED:** 

BP AMERICA PRODUCTION COMPANY

GCU # 165

UNIT H, SEC. 29, T28N, R12W

BLAGG ENGINEERING, INC. / ENVIROTECH, INC.

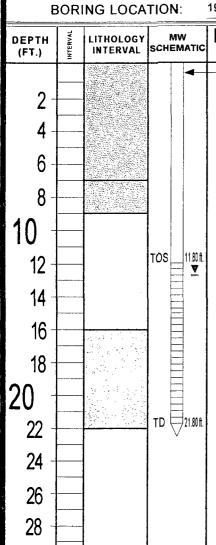
MOBILE DRILL RIG (CME 75)

191 FEET, N3E FROM WELL HEAD.

BH - 2 BORING #..... MW #..... PAGE #..... DATE STARTED 7/6/06 DATE FINISHED 7/6/06 KP OPERATOR.....

PREPARED BY

NJV



36

#### FIELD CLASSIFICATION AND REMARKS

**GROUND SURFACE** 

TOP OF CASING APPROX. 2.20 FEET ABOVE GRADE.

DARK YELLOWISH ORANGE SAND, NON COHESIVE, SLIGHTLY MOIST, FIRM, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (0.0 - 7.0 FT. BELOW GRADE).

SAME AS ABOVE EXCEPT WITH MINOR AMOUNT OF GRAVEL (7.0 - 9.0 FT. BELOW GRADE).

SAMPLE BH2 @ 10 FT. - TIME COLLECTED 0945, OVM = 0.0 ppm, TPH = ND mg/kg or ppm.

DEPTH TO WATER APPROX. 12.74 FT. BELOW GRADE, MEASURED 8/3/06. 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).

GRAYISH ORANGE BEDROCK (SANDSTONE), FRIABLE, DRY, SOFT TO HARD, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (16.0 - 22.0 FT, BELOW GRADE).

NOTES:

- SAND.

TPH

TOS - Top of screen of monitor well

TD Total depth/bottom extent of monitor well.

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

- total petroleum hydrocarbons (US Epa modified

method 8015B).

mg/kg - milligram per kilogram.

- parts per million. ppm

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 0.6 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

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 Q	ual Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RAN	GE ORGANICS				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
EPA METHOD 8015B: GASOLINE R	ANGE				Analyst: <b>NSB</b>
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

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

**Date:** 18-Jul-06

CLIENT:

Blagg Engineering

Lab Order:

0607073

GCU #165

Project: 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
EPA METHOD 8015B: DIESEL RAN	GE ORGANICS					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
EPA METHOD 8015B: GASOLINE R	RANGE			-		Analyst: <b>NSB</b>
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
EPA METHOD 8021B: VOLATILES						Analyst: <b>NSB</b>
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
EPA METHOD 9056A: ANIONS						Analyst: <b>TES</b>
Chloride	2.5	1.5		mg/Kg	5	7/18/2006 1:28:41 AM
				æ	ממשיל בא דו	20

TOTAL TPH = 260 mg/kg or Apm

TOTAL BTEX = 4.26 mg/kg or ppm

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100

- \* 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

Qualifiers:

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	AL FR	Albuquerque, New Mexico 87109 Tel. 505.345.3975 Fax 505.345.4107 www.hallenvironmental.com																
	HALL ENVIRONMENTAL ANALYSIS LABORATORY 4901 Hawkins NE, Suite D	37109 305.3 n		_					2 <b>7/1 2</b>			<b>/</b>						
	Suite D	Albuquerque, New Mexico 8 Tel. 505.345.3975 Fax 50 www.hallenvironmental.com	17	- Asia					3260B (VC m92) 0728			****						
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12 services and his or its heirs, successors, assigns, and representatives "Customer" means the individual or entity who may request laboratory with work following receipt and inspection of such sample. "Acceptance of a sample" means the determination of HEAL to proceed

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- į, servants, agents, and representative. HEAL means Hall Environmental Analysis Laboratory its employees
- 7 document may be amended from time to time by HEAL "Price schedule" means HEAL'S standard price schedule, as such
- "Results" mean data generated by HEAL from the analysis of one or more
- including the Price Schedule, and any additions or amendments hereto which are agreed to in writing by HEAL as provided in Section 7.1 "Terms and Conditions" mean these Terms and Conditions of sale,

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#### ? ORDERS

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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 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 untavorable customer credit bound by these Terms and Conditions. The Customer's delivery of Customer under these Terms and Conditions, and b) an agreement to be The customer may order services by submitting a written purchase order to HEAL, by placing a telephone order, which will be subsequently confirmed

5.2

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

#### ٠ PAYMENT TERMS

3.1

2.2

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

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currency date until the date of payment. All payments shall be made in United State 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 Payment terms are net 30 days from the date of invoice by HEAL. All

32

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

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# \* RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

5.4

All results provided by HEAL are strictly for the use of its Customers

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

5.6

4.2

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

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

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

5.8

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

5

# Ċ WARRANTIES, LIABILITY AND INDEMNIFICATION

5.1

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

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

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

7.2

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 of the presence of any hazardous substances known or suspected by the any hazardous substance, which is to be delivered to HEAL'S premises customer. The Customer further warrants that any sample containing detachment, or other use of any portion of the results entricty, and HEAL is in no way responsible for the separation, HEAL will be preceded or accompanied by complete written disclosure The customer represents and warrants that any sample delivered to

will be packaged, labeled, transported and delivered properly and in

5.5

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

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

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

# ENTIRE AGREEMENT: SEVERABILITY

6.1 •

- 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 conditions, understandings, obligations or agreements other than those the whole agreement of the parties. There are no promises, terms, These Terms and Conditions, together with any additions or revisions which representations, or agreements, either verbal or written, between the Terms and Conditions shall supersede all previous communications, contained herein, unless made in accordance with Section 7.1; and these may be agreed to in writing by HEAL as provided in Section 7.1, embodied
- that the provisions be severable. of the remainder of the Terms and Conditions, the intent of the parties being or condition hereof shall not affect in any way the validity or enforceability The invalidity or unenforceability, in whole or in part of any provision, term

6.2

# AMENDMENTS AND WAIVERS

7.1 .7

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

### SAMPLE STORAGE

<u>«</u> 90

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

#### ٠ 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 ferms and Conditions or their interpretations.

### COVERNING LAW

10.

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.

Date: 18-Jul-06

#### **QA/QC SUMMARY REPORT**

Client:

Blagg Engineering

Project:

GCU #165

Work Order:

0607073

Troject: Geo #105							WULK	Order: 0007073
Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD RP	DLimit Qual
Method: E300			# # # # # # # # # # # # # # # # # # #					
Sample ID: 0607073-02A MSD		MSD			Batch I	D: <b>10819</b>	Analysis Date:	7/18/2006 2:03:31 AM
Chloride	15.56	mg/Kg	1.5	87.2	80	120		0
Sample ID: LCS-10819		LCS			Batch I	D: <b>10819</b>	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 I	D: 10819	Analysis Date:	7/18/2006 1:46:06 AM
Chloride	15.54	mg/Kg	1.5	87.1	80	120		
Method: SW8015	٠	1400			5	D 40770		740/0000 0 00 00 444
Sample ID: 0607073-01AMSD		MSD			Batch I		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	
Sample ID: MB-10779		MBLK			Batch I	D: <b>10779</b>	Analysis Date:	7/11/2006 12:30:26 PM
Diesel Range Organics (DRO)  Sample ID: LCS-10779	ND	mg/Kg LCS	10		Batch I	D: <b>10779</b>	Analysis Date:	7/11/2006 1:01:52 PM
•	43.78	mg/Kg	10	87.6	64.6	116	7 maryolo Bato.	77172000 7.07.02 1 10
Diesel Range Organics (DRO) Sample ID: LCSD-10779	43.76	LCSD	10	07.0	Batch I		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 I	D: <b>10779</b>	Analysis Date:	7/12/2006 9:07:11 AM
Diesel Range Organics (DRO)	45.87	mg/Kg	10	91.7	67.4	117	11.0	
Method: SW8015								
Sample ID: MB-10778		MBLK			Batch I	D: <b>10778</b>	Analysis Date:	7/11/2006 11:12:35 PM
Gasoline Range Organics (GRO)	ND	mg/Kg	5.0					
Sample ID: LCS-10778		LCS			Batch I	D: <b>10778</b>	Analysis Date:	7/11/2006 11:41:41 PM
Gasoline Range Organics (GRO)	23.40	mg/Kg	5.0	93.6	73.4	115		
Method: SW8021								
Sample ID: MB-10778		MBLK			Batch I	D: <b>10778</b>	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 I	D: <b>10778</b>	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 Yylanas Tatal	0.3630 2.126	mg/Kg mg/Kg	0.050 0.15	93.1 99.2	79.6 80	121 130		
Xylenes, Total	2.120	mg/Ng	0.10	33.4	OU	130		

E Value above quantitation range

J Analyte detected below quantitation limits

R RPD outside accepted recovery limits

H Holding times for preparation or analysis exceeded

ND Not Detected at the Reporting Limit

S Spike Recovery outside accepted recovery limits

Date and Time Received: Client Name BLAGG 7/7/2006 Work Order Number 0607073 Received by AT Checklist completed by Matrix Carrier name Greyhound Yes 🗹 No 🗆 Not Present Shipping container/cooler in good condition? Yes 🗸 No 🗆 Not Present . Not Shipped. Custody seals intact on shipping container/cooler? No 🗸 Yes 🗀 N/A Custody seals intact on sample bottles? Yes 🗹 No 🗌 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? No VOA vials submitted 🗹 Yes 🗌 No 🗌 Water - VOA vials have zero headspace? Yes 🗌 No 🗀 N/A Water - pH acceptable upon receipt? 5° 4° C ± 2 Acceptable Container/Temp Blank temperature? If given sufficient time to cool. COMMENTS: Date contacted: Person contacted Client contacted Contacted by: Regarding Comments: Corrective Action

Sample Receipt Checklist

Date: 18-Jul-06

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

CHAIN-OF-CUSTODY #: CLIENT: BP AMERICA PROD. CO. LABORATORY (S) USED: GCU #165 UNIT H, SEC. 29, T28N, R12W NJV Date: August 3, 2006 SAMPLER: NJVFilename: 08-03-06.WK4 PROJECT MANAGER: **TOTAL** SAMPLING CONDUCT TEMP. VOLUME WELL WELL WATER DEPTH TO pН **DEPTH** TIME **PURGED** # ELEV. ELEV. WATER (umhos) (celcius) (ft) (ft) (ft) (ft) (gal.) 1 13.92 24.00 1200 7.10 1,500 25.7 5.00 101.33 87.41 2 6.00 88.35 11.71 24.00 1310 7.26 1,400 26.0 100.06

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

1235

6.97

1,400

25.2

4.50

NOTES: Volume of water purged from well prior to sampling; V = pi X r2 X h X 7.48 gal./ft3) X 3 (wellbores). (i.e. 2" MW r = (1/12) ft. h = 1 ft.) (i.e. 4" MW r = (2/12) ft. h = 1 ft.)

24.00

14.94

Ideally a minimum of three (3) wellbore volumes:

3

100.43

85.49

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  $\sim$  2.90 ft., MW #2  $\sim$  2.10 ft., MW #3  $\sim$  2.20 ft. above grade.

Date: 08-Aug-06

**CLIENT:** 

Blagg Engineering

Project:

GCU #165

Lab Order:

0608082

Lab ID:

Client Sample ID: MW#1

Client Sample ID: MW#2

Client Sample ID: MW#3

0608082-01

Collection Date: 8/3/2006 12:00:00 PM

Matrix: AQUEOUS

Analyses	Result	PQL Qua	Units	DF	Date Analyzed
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

Matrix: AQUEOUS

Analyses	Result	PQL Qual	Units	DF	Date Analyzed
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

Matrix: AQUEOUS

Result PQL Qual Units DF Analyses **Date Analyzed EPA METHOD 8021B: VOLATILES** Analyst: NSB Benzene ND 1.0 µg/L 1 8/7/2006 3:20:55 PM ND 1.0 Toluene μg/L 8/7/2006 3:20:55 PM 1 ND Ethylbenzene 1.0 μg/L 8/7/2006 3:20:55 PM ND 3.0 Xylenes, Total µg/L 1 8/7/2006 3:20:55 PM Surr: 4-Bromofluorobenzene 93.7 72.2-125 %REC 8/7/2006 3:20:55 PM

Value exceeds Maximum Contaminant Level

E Value above quantitation range

Analyte detected below quantitation limits J

Spike Recovery outside accepted recovery limits

В Analyte detected in the associated Method Blank

Holding times for preparation or analysis exceeded

Not Detected at the Reporting Limit

#### **IENVIROTECH LABS**

#### PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

#### **CATION / ANION ANALYSIS**

Client:	Blagg / BP	Project #:	94034-010
Sample ID:	MW #1	Date Reported:	08-04-06
Laboratory Number:	38042	Date Sampled:	08-03-06
Chain of Custody:	1265	Date Received:	08-03-06
Sample Matrix:	Water	Date Extracted:	N/A
Preservative:	Cool	Date Analyzed:	08-04-06
Condition:	Cool & Intact		

D	Analytical	11-24-		
Parameter	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

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#### ENVIROTECH LABS

#### PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

#### **CATION / ANION ANALYSIS**

Client:	Blagg / BP	Project #:	94034-010
Sample ID:	MW #2	Date Reported:	08-04-06
Laboratory Number:	38043	Date Sampled:	08-03-06
Chain of Custody:	1265	Date Received:	08-03-06
Sample Matrix:	Water	Date Extracted:	N/A
Preservative:	Cool	Date Analyzed:	08-04-06

O 1111	0.10	1
Condition:	Cool &	mtact

_	Analytical			
Parameter	Result	Units		
рН	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 P. Opher

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#### **ENVIROTECH LABS**

#### PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

#### **CATION / ANION ANALYSIS**

Client:	Blagg / BP	Project #:	94034-010
Sample ID:	MW #3	Date Reported:	08-04-06
Laboratory Number:	38044	Date Sampled:	08-03-06
Chain of Custody:	1265	Date Received:	08-03-06
Sample Matrix:	Water	Date Extracted:	N/A
Preservative:	Cool	Date Analyzed:	08-04-06
Condition:	Cool & Intact		

	Analytical			
Parameter	Result	Units		
рН	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	meg/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

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HALL ENVIRONMENTAL ANALYSIS LABORATORY 4901 Hawkins NE, Suite D	Albuquerque, New Mexico 87109 Tel. 505.345.3975 Fax 505.345.4107 www.hallenvironmental.com	ANALYSIS RECUEST	(808) ( <sup>*</sup> 05)	158 (Ga 18.1) 021) 13, NO <sub>2</sub> , 1 1, PCB's 1, PCB's	08 bor de	BTEX + Methory TPH (Methors (Methors) BDB (M						irks:	
	Ţ: ···		( <b>3</b> 1208)-			BIEX H	<u></u>	>				Remarks:	
QA/QC Package: Std ☐ Level 4 ☐ Other:	Project Name:  GCL # 165	Project #:	Project Manager:	Sampler:	Sample Temperature: $f$	Number/Volume HgCl <sub>2</sub> HNO <sub>3</sub> HGCl <sub>2</sub> HNO <sub>3</sub>	1- / /20/1-6	J-40m/ /	2-40m/ V 3				Recylved By: (Signatúre)
CHAIN-OF-CUSTODY RECORD	Client. BLAGE ENER.   BP AMERICA	Address: P.O. BOX 87  RLEO AM 971.13	16100000	Phone #: 632 - 1/99	Fax #:	Date Matrix Sample I.D. No.	8/3/06: 1200 WATER MW #1	8/36x 1310 WATER MW #2	8/3/06/235 WATER MW # 3			7 Time:	Date:   Time:   Relinquished By: (Signature)

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#### DEFINITIONS

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5.7

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

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- 12 services and his or its hears, successors, assigns, and representatives "Customer" means the individual or entity who may request laboratory
- HEAL means Hall Environmental Analysis Laboratory its employees servants, agents, and representative.

"Price schedule" means HEAL'S standard price schedule, as such

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1.3

1.5 "Results" mean data generated by HEAL from the analysis of one or more document may be amended from time to time by HEAL

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including the Price Schedule, and any additions or amendments hereto "Terms and Conditions" mean these Terms and Conditions of sale

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ORDERS which are agreed to in writing by HEAL as provided in Section 7.1

#### 2.

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

5.2

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

### PAYMENT TERMS

<u>...</u>

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

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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 Payment terms are net 30 days from the date of invoice by HEAL. All

3.2

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

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# . RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

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

5.5

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 judgement of HEAL a) is of unsuitable volume, b) unsuitable containers as required for the requested analysis, or c) may be or become unsuitable for of, refuse to accept, or revoke Acceptance or, any sample which in the sole HEAL reserves the absolute right, exercisable at any time to refuse delivery has been disclosed to HEAL by the Customer the sample of any hazardous substance and whether or not such presence

5.6

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

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

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

5.8

standard quality assurance review procedures 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

# WARRANTIES, LIABILITY AND INDEMNIFICATION

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5.1

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 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 warrants only that its services will fulfill obligations set forth in

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

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

7.2

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 All results provided by HEAL are strictly for the use of its Customers,

5.4

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

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

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

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

### • ENTIRE AGREEMENT: SEVERABILITY

6

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

6.2

# AMENDMENTS AND WAIVERS

2.1

- 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 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 or vary any of these Terms and Conditions in any manner, or to give any representatives of HEAL has any authority whatsoever to add to, delete, alter HEAL shall not be subject to or bound by any provision, term or condition purponed addition, deletion, alteration, variation, consent, approval or consent, approval or waiver, and HEAL shall not be bound by any such HEAL by a duly authorized officer. No other employee, servant, agent or Conditions unless specifically set forth in writing and executed on behalf of
- of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Customer. breach by or obligation of the Customer hereunder shall constitute a waiver No waiver by HEAL of any provision, term or condition hereof or of any

#### 90 SAMPLE STORAGE

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

# 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.

#### ē 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.

# CHAIN OF CUSTODY RECORD

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**大阪水池** 

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BA66/ 6	36		Froject Location	\$165	ANALYSIS / F	ANALYSIS / PARAMETERS
Sampler:			Client No. 94034-	010-4	ainers	Remarks
Sample No./ Identification	Sample	Sample Time	Lab Number	Sample Matrix	Mo Month Arrons	GAR SAMPLES
MW #1	8/3/06	0000	38042	WATER		
MW #D	90/2/8	1310	38043	WATER		
MW #3	90/8/8	1235	38044	WATER	>	
Relinquished by: (Signature	Kenn		<b>8</b> x	Date Time Re	Received by: (Signature)	Date Time
Relinquished by: (Signature)	tu		3	1	Received by: (Signature)	
Relinquished by: (Signature)	ture)			\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Received by: (Signature)	
				<b>ENVIROTE</b>	VIROTECH INC.	Sample Receipt
						V/Z
				5796 U.S. Highway 64 Farmington, New Mexico 87401	lighway 64 v Mexico 87401	Received Intact
				(202) 63	12-0615	Cool - Ice/Blue Ice

**Date:** 08-Aug-06

#### **QA/QC SUMMARY REPORT**

Client:

Blagg Engineering

Project:

GCU #165

Work Order:

0608082

Analyte	Result	Units	PQL	%Rec	LowLimit Hig	hLimit	%RPD	RPDL	imit Qual
Method: SW8021									
Sample ID: 5ML RB		MBLK			Batch ID:	R20190	Analysis D	ate:	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						•
Sample ID: 100NG BTEX LCS		LCS			Batch ID:	R20190	Analysis D	ate:	8/7/2006 5:21:30 PM
Benzene	22.37	μg/L	1.0	112	85 11	15 .			
Toluene	22.31	μg/L	1.0	112	85 11	18			
Ethylbenzene	22.12	μg/L	1.0	111	85 . <b>1</b> 1	16			
Xylenes, Total	45.47	μg/L	3.0	112	85 <b>1</b> 1	19			
Sample ID: 100NG BTEX LCSD		LCSD			Batch ID:	R20190	Analysis D	ate:	8/7/2006 5:51:39 PM
Benzene	22.11	μg/L	1.0	111	85 11	15	1.17	27	
Toluene	21.63	μg/L	1.0	108	85 11	18	3.09	19	
Ethylbenzene	21.93	μg/L	1.0	110	85 11	16	0.863	10	
Xylenes, Total	45.31	μg/L	3.0	111	85 11	19	0.361	13	

- E Value above quantitation range
- J Analyte detected below quantitation limits
- R RPD outside accepted recovery limits

- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit
- S Spike Recovery outside accepted recovery limits 2/3

#### Sample Receipt Checklist

Client Name BLAGG			Date and Time	Received:	8/7/2006
Nork Order Number 0608082	Л		Received by	GLS	
Checklist completed by Signature	eppe	S-	7-06		
, Matrix	Carrier name	Greyhound			
Shipping container/cooler in good condition?		Yes 🗹	No 🗆	Not Present	
Custody seals intact on shipping container/coole	r?	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 r	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 subr	mitted	Yes 🗹	No 🗆	
Water - pH acceptable upon receipt?	-	Yes 🗆	No 🗆	N/A 🗹	
Container/Temp Blank temperature?		<b>4°</b>	4° C ± 2 Accepta		
COMMENTS:					
Client contacted	Date contacted:		Pers	on contacted	
Contacted by:	Regarding				
Comments:					
				-	
					71.7
					~
Corrective Action	. ,			4-72	

#### 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

SAMPLER:

NJV

Filename: 10-30-06.WK4

Date: October 30, 2006

PROJECT MANAGER:

NJV

WELL #	WELL ELEV. (ft)	WATER ELEV. (ft)	DEPTH TO WATER (ft)	TOTAL DEPTH (ft)	SAMPLING TIME	рН	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 =

2.800 7.00

DATE & TIME =

10/27/06 0845

NOTES: Volume of water purged from well prior to sampling; V = pi X r2 X h X 7.48 gal./ft3) X 3 (wellbores). (i.e. 2" MW r = (1/12) ft. h = 1 ft.) (i.e. 4" MW r = (2/12) ft. h = 1 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  $\sim$  2.90 ft., MW #2  $\sim$  2.10 ft., MW #3  $\sim$  2.20 ft. above grade.

**Date:** 03-Nov-06

CLIENT:

Blagg Engineering

Project:

GCU #165

Lab Order:

0611006

Lab ID:

Client Sample ID: MW #2

Client Sample ID: MW #3

0611006-01

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

Matrix: AQUEOUS

Analyses	Result	PQL Qual	Units	DF	Date Analyzed
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

Matrix: AQUEOUS

Analyses	Result	PQL Q	ual Units	DF	Date Analyzed
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:

Reporting Limit

Page 1 of 1

Value exceeds Maximum Contaminant Level

Ε Value above quantitation range

Analyte detected below quantitation limits

ND Not Detected at the Reporting Limit

Spike recovery outside accepted recovery limits

В Analyte detected in the associated Method Blank

Holding times for preparation or analysis exceeded

MCL Maximum Contaminant Level

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	٦ <del>٢</del> ٢	Albuquerque, New Mexico 87109 Tel. 505.345.3975 Fax 505.345.4107 www.hallenvironmental.com																		
	HALL ENVIRONMENTAL ANALYSIS LABORATORY 4901 Hawkins NE, Suite	37.109 305.34 n						(\(\mathcal{Q}\)\(\lambda_{}\)	UI20) 0 / 70											
	HALL ENVIRONME ANALYSIS LABOR, 4901 Hawkins NE, Suite D	Albuquerque, New Mexico B Tel. 505.345.3975 Fax 50 www.hallenvironmental.com							0V) 808S8 m9S) 07S8				<del> </del>							
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<b>海湖</b>	ORD	\$						į	. No.	7										
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	W-0F	466° i	6	60.	SLEV.		12	3	Time	1615	1545								Time: $\frac{738}{8}$	
	CHAIN-OF-CUSTODY RECORD	Client BAGG ENER. 189 AMERICA	70000	Address:	V		Phone #:	Fax #:	Date	10/30/06	15/30/06								Date: 0/31/06 Date:	
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5.7

"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 critity who may request laboratory.

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- services and his or its heirs, successors, assigns, and representatives
- HEAL means Hall Environmental Analysis Laboratory its employees servants, agents, and representative.

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

45

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

"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

-0.

#### 2. ORDERS

2

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 negobated 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.

5.2

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

### 3. PAYMENT TERMS

2.2

<u>ب</u>

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.

5.3

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.

3.2

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.

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# 4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

5.4

4

4.2

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.

5.5

- HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance or, any sample which in the sole judgement 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 hazadous 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 Chemist (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these

responsibility for the foregoing

found or identified at a site, and the Customer agrees to assume the

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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.

Upon turnely 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.

5.8

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.

# WARRANTIES, LIABILITY AND INDEMNIFICATION

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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.

The liability and obligations of HEAL, and the ramedies 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 fall 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 will be at the Customer's expense, an additional sample if necessary will be at the Customer's expense, and the original Results will be at the Customer's expense, 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 binited 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, accadents, 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.

7.2

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 scoompanied by complete written disclosure of the presence of any bazardous substances known or suspecied by the customer. The Customer dirther 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 outlings 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, storer, or disposer of hazardous or toxic substances.

5.6

The Customer shall inderunify and hold hamiless HEAL from and against any and all claims, suits, judgements, 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 agardless of the Customer's compliance with paragraph 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, e) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HFAI

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 heath, unless made in accordance with Section 7.1; and these Terms and Conditions shall subgrasced 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 unerforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the renainder of the Terms and Conditions, the intent of the parties being that the provisions be severable.

6.2

# 7. AMENDMENTS AND WAIVERS

1

- HEAL shall not be subject to or bound by any provision, term or condition which is in addition to or inconsistent or confineting with these Terms and Conditions. HEAL shall not be deemed to have anneaded 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
- No waiver by HEAL of any provision, term or condution hereof or of any breach by or obligation of the Customer hereunder shall constitute a waiver of such by provision, term or condution on any other occasion or a waiver of any other breach by or obligation of the Customer.

# 8. SAMPLE STORAGE

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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 requisel only. Sample storage charges depend upon storage requirements and duration. Nominally a sample storage depend upon storage requirements and duration in the billed monthly unless other arrangements are made. If requiseled, 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 \$15.00 per sample. HEAL reserves the right to return all dibertzodioxins/dibertzofurars to the client.

# 9. SECTION HEADING

9

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.

### GOVERNING LAW

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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.

**Date:** 03-Nov-06

#### **QA/QC SUMMARY REPORT**

Client:

Blagg Engineering

Project:

GCU #165

Work Order:

0611006

	Analyte	Result	Units	PQL	%Rec	LowLimit H	lighLimit	%RPD R	PDLimit Qual
<b>3</b>	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					
<b>A</b>	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

- E Value above quantitation range
- J Analyte detected below quantitation limits
- RPD outside accepted recovery limits

- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit
- S Spike recovery outside accepted recovery limits 2 / 3

1000

#### Sample Receipt Checklist

Client Name BLAGG		Date and Time	e Received:	11/1/2006
Work Order Number 0611006	0	Received by	GLS	
Checklist completed by Signature	PC   [-]	-06		
Matrix Carrier nan	ne <u>Greyhound</u>			
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	<b>2</b>
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 s	submitted	Yes 🗹	No 🗌	
Water - pH acceptable upon receipt?	Yes 🗌	No 🗆	N/A	
Container/Temp Blank temperature?	3°	4° C ± 2 Accepta		
COMMENTS:				
Client contacted Date contacted:		Pers	son contacted	
Contacted by: Regarding				
Comments:				
			1 Mari 1 .	
Corrective Action				
				a

#### BLAGG ENGINEERING, INC.

#### MONITOR WELL DEVELOPMENT & / OR SAMPLING DATA

CLIENT: BP AMERICA PROD. CO.

CHAIN-OF-CUSTODY #:

N/A

GCU #165

UNIT H, SEC. 29, T28N, R12W

SAMPLER:

LABORATORY (S) USED: HALL ENVIRONMENTAL

NJV

Filename: 01-24-07.WK4

Date: January 24, 2007

PROJECT MANAGER:

NJV

WELL #	WELL ELEV.	WATER ELEV.	DEPTH TO WATER	DEPTH	SAMPLING TIME	рН	CONDUCT (umhos)	TEMP. (celcius)	VOLUME PURGED
	(ft)	(ft)	(ft)	(ft)					(gal.)
11	101.33	88.08	13.25	24.00	-	-		<del>-</del>	-
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 = 7.00** 

2.800 DATE & TIME = | 01/22/07 1115

NOTES: Volume of water purged from well prior to sampling; V = pi X r2 X h X 7.48 gal./ft3) X 3 (wellbores). (i.e. 2" MW r = (1/12) ft. h = 1 ft.) (i.e. 4" MW r = (2/12) ft. h = 1 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  $\sim$  2.90 ft., MW #2  $\sim$  2.10 ft., MW #3  $\sim$  2.20 ft. above grade.

Date: 29-Jan-07

**CLIENT:** 

Blagg Engineering

Project:

GCU #165

Lab Order:

0701310

Lab ID:

Client Sample ID: MW#2

0701310-01

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

Matrix: AQUEOUS

Analyses	Result	PQL Qual	Units	DF	Date Analyzed
EPA METHOD 8021B: VOLATILES					Analyst: <b>LMM</b>
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

Matrix: AQUEOUS Client Sample ID: MW#3

Analyses	Result	PQL Qual	Units	DF	Date Analyzed
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

Analyte detected below quantitation limits

Not Detected at the Reporting Limit ND

Spike recovery outside accepted recovery limits 1/3

Analyte detected in the associated Method Blank

Н Holding times for preparation or analysis exceeded

MCL Maximum Contaminant Level

RL Reporting Limit

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HALL ENVIRONMENTAL ANALYSIS LABORATORY 4901 Hawkins NE, Suite D	Albuquerque, New Mexico 87109 Tel. 505.345.3975 Fax 505.345.4107 www.hallenvironmental.com	_				(AUV-)	wə <b>S</b> ) (	1/28										
HALL ENVIRONME ANALYSIS LABOR, 4901 Hawkins NE, Suite D	Albuquerque, New Mexico B: Tel. 505.345.3975 Fax 5C www.hallenvironmental.com	- - -					ON) 80			 								
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"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

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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.

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"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

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

5.2

Any order placed by the Customer under Section 2.1 is subject to a minumum cancellation charge of \$230.

### 3. PAYMENT TERMS

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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.

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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.

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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.

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# 4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

5.4

All results provided by HEAL are strictly for the use of its Customers,

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- 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 macion 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 or, any sample which in the sole judgement of HEAL a) is of unsuatable 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 heardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

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accordance with applicable laws

Where applicable, HEAL will use analytical methodologues 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 Chemist (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these

4

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.

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, tubes 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.

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# WARRANTIES, LIABILITY AND INDEMNIFICATION

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HEAL warrants only that its services will failful obligations set forth in Section 43 and 44 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 representation 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 ramedies of the Customer in connection with any services performed by HEAL will be limited to repeating the services performed to, at the sole option of HEAL, refunding in fall or in part fees paid by the Customer for such services. HEAL So 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, of 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 hability 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 Customer, acts of orders of any government authority, strikes or other difficulties or delays in transportation, mail or delivery services, inability to obtain from HEAL usual sources stifficent services or useful to the control.

7.2

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. Supremises will be packaged, labeled, transported and delivered properly and in

5.5

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, 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.

The Customer shall indemnify and hold hamiless HEAL from and against any and all claims, suits, judgaments, damages, losses, liabilities, experiest, payments, taxes, duties, fines and/or other costs (including but not limited to liability to a third parry) 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 HFAL.

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

# 6. ENTIRE AGREEMENT: SEVERABILITY

6

- 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 supersode 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 unerforceability, 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.

6.2

# 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 speciafically 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 whitescever 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
- No waiver by HEAL of any provision, term or condution hereoff 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

<u>«</u>

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 depend upon storage requirements and duration. Nonmirally a sample storage fee of \$5.00 per sample, per month will be billed monthly unless other arrangements are nades. 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 \$52.00 per sample. HEAL reserves the right to return all diberazodioxins/diberazofaruars to the dient.

### . SECTION HEADING

9.

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.

Date: 29-Jan-07

#### QA/QC SUMMARY REPORT

Client:

Blagg Engineering

Project:

GCU #165

Work Order:

0701310

Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD RP	DLimit Qual
Method: SW8021 Sample ID: 5ML RB		MBLK			Batch II	D: <b>R22287</b>	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 II	D: <b>R22287</b>	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		

Ε Value above quantitation range

J Analyte detected below quantitation limits

R RPD outside accepted recovery limits

Holding times for preparation or analysis exceeded

ND Not Detected at the Reporting Limit

 $<sup>\</sup>overset{c_{-1}}{\cancel{2}}$  recovery outside accepted recovery limits  $\overset{c_{-1}}{\cancel{2}}$ 

#### Sample Receipt Checklist

Client Name BLAGG				Date and Time	Received:		1/	26/200
Work Order Number 0701310				Received by	TLS			
Checklist completed by Signature	pl		Date	-26-0	2			
Matrix	Carrier name	Grey	/hound					
Shipping container/cooler in good condition?		Yes	<b>V</b>	No 🗆	Not Presen	t 🗆		
Custody seals intact on shipping container/cooler?		Yes	<b>✓</b>	No 🗆	Not Presen	t 🗆	Not Shipped	
Custody seals intact on sample bottles?		Yes		No 🗌	N/A	✓		
Chain of custody present?		Yes	V	No 🗌				
Chain of custody signed when relinquished and rece	ived?	Yes	V	No 🗆				
Chain of custody agrees with sample labels?		Yes	V	No 🗆				
Samples in proper container/bottle?		Yes	<b>✓</b>	No 🗌				
Sample containers intact?		Yes	<b>✓</b>	No 🗆				
Sufficient sample volume for indicated test?		Yes	<b>✓</b>	No 🗆				
All samples received within holding time?		Yes	$\checkmark$	No 🗆				
Water - VOA vials have zero headspace?	lo VOA vials subn	nitted		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 Accepta				
COMMENTS:				If given sufficient	time to cool			
	======		===	=====	===	==	=====	
Client contacted Dat	te contacted:			Pers	son contacted	<u> </u>		
Contacted by: Re-	garding							
Comments:								
Corrective Action			·					
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:

NJV

Filename: 05-08-07.WK4

PROJECT MANAGER:

NJV

WELL	WELL	WATER	DEPTH TO	TOTAL	SAMPLING	рН	CONDUCT	TEMP.	VOLUME
#	ELEV.	ELEV.	WATER	DEPTH	TIME		(umhos)	(celcius)	PURGED
	(ft)	(ft)	(ft)	(ft)					(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
						7.00	0.000		

INSTRUMENT CALIBRATIONS = 7.00

DATE & TIME = 05/08/07

2,800 0740

NOTES: Volume of water purged from well prior to sampling; V = pi X r2 X h X 7.48 gal./ft3) X 3 (wellbores). (i.e. 2" MW r = (1/12) ft. h = 1 ft.) (i.e. 4" MW r = (2/12) ft. h = 1 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  $\sim$  2.90 ft., MW #2  $\sim$  2.10 ft., MW #3  $\sim$  2.20 ft. above grade.

Ĺ	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

**Date:** 22-May-07

CLIENT:

Blagg Engineering

Project:

GCU #165

Lab Order:

0705146

Lab ID:

Client Sample ID: MW #2

Client Sample ID: MW #3

0705146-01

Collection Date: 5/8/2007 8:15:00 AM

Matrix: AQUEOUS

			•	
Result		Units	DF	Date Analyzed
				Analyst: NSB
1.6	1.0	μg/L	1	5/11/2007 4:40:08 PM
ND	1.0	µg/L	1	5/11/2007 4:40:08 PM
9.8	1.0	μg/L	1	5/11/2007 4:40:08 PM
120	2.0	µg/L	1	5/11/2007 4:40:08 PM
94.6	70.2-105	%REC	1	5/11/2007 4:40:08 PM
	1.6 ND 9.8 120	1.6 1.0 ND 1.0 9.8 1.0 120 2.0	1.6 1.0 μg/L ND 1.0 μg/L 9.8 1.0 μg/L 120 2.0 μg/L	1.6 1.0 μg/L 1 ND 1.0 μg/L 1 9.8 1.0 μg/L 1 120 2.0 μg/L 1

Lab ID:

0705146-02

**Collection Date:** 5/8/2007 7:45:00 AM

Matrix: AQUEOUS

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

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 ENVIROR ANALYSIS LAE 4901 Hawkins NE, St Albuquerque, New Me Tel. 505.345.3975 www.hallenvironment.	(S808)	PH (Method 418.1) C (Method 8021) C (Method 8021) CRA 8 Metals vions (F, Cl, NO <sub>3</sub> , NO <sub>2</sub> , PC COB (VOA) COB (VOA)	28			
	(VlnO enilose)	1EX + W18E + 1MB.s HWethod 801 5B (Ces	8	>		Remarks:
OA/OC Package: Std □ Level 4 □ Other: Project Name:  \$\mathcal{A} \times   \mathcal{A} \time	Project #:  Project Manager:	Servative	2-40m/ / DS146	2-40 m/ V		Reseived By: (Signature) 5/10/07
CHAIN-OF-CUSTODY RECORD  Client: BLACK ENER   BP AMERICA	Address: P. O. BOX 87  RLFO. NM 87413	Phone #: 632 -/199  Fax #:  Date   Time   Matrix   Sample I.D. No.	5/8/07 0815 WATER MUN # 2	5/8/07 0745 WATER MIU #3		Date: Time: Relinquished By: (Signature)  S/9/57 /500  Date: Relinquished By: (Signature)

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

### PAYMENT TERMS

2.2

<u>...</u>

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# 4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

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responsibility for the foregoing

found or identified at a site, and the Customer agrees to assume the

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# WARRANTIES, LIABILITY AND INDEMNIFICATION

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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 experse, an additional sample if necessary. Any reanalysis generating Results consistent with the Original Results will be at the Customer's experse, 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 of delay in performance by HEAL, which results, directly or indirectly, in whole or in part, from any cause or carcamistance 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, cavil 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.

7.2

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 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 dirther 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, storer, or disposer of hazardous or toxic substances a generator, treater, storer, or disposer of hazardous or toxic substances.

5.6

The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgements, damages, losses, liabilities, expenses, payments, lawes, duties, fines endor 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, o) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by the Customer in the use, evaluation, or application of Results provided by the Customer in the use, evaluation, or application of Results provided by the Customer in the use, evaluation, or application of Results provided by the Customer in the use, evaluation, or application of Results provided by the Customer in the use, evaluation, or application of Results provided by the Customer in the use, evaluation, or application of Results provided by the All Customer in the use, evaluation, or application of Results provided by the All Customer in the use, evaluation, or application of Results provided by the All Customer in the use, evaluation of the customer in the use of the Customer in

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## ENTIRE AGREEMENT: SEVERABILITY

6.1

- These Terms and Conditions, together with any additions or resistons 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 hearn, 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 picvission, 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.

6.2

### 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 conditioning 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 concern 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 dilty authorized officer. No other employee, servant, agent or representatives of HEAL has any authority whatsoever to add to, detect, 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
- No waiver by HEAL of any provision, term or condution 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

<u>∞</u>

Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance. Stonge of samples or extracts for longer periods is by request only. Sample stonge charges depend upon stonge requirements and durstion. Nominally a sample stonge 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 dibberacodioxins/diberacofinans to the client.

### 9. SECTION HEADING

9.1

The section heatings 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.

**Date:** 22-May-07

### **QA/QC SUMMARY REPORT**

Client:

Blagg Engineering

Project:

GCU #165

Work Order:

0705146

Analyte	Result	Units	PQL	%Rec	LowLimit Hi	ghLimit	%RPD RP	DLimit 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
  - Analyte detected below quantitation limits
- RPD outside accepted recovery limits

- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit
  - S Spike recovery outside accepted recovery limits

Page 1

### Sample Receipt Checklist

lient name blagg		Date and Tim	e Neceived.	3/10/200
Vork Order Number 0705146		Received b	y TLS	
Checklist completed by Signature C	Mau Date(	4 10,07		
Matrix Carrier na	·	J		
Shipping container/cooler in good condition?	Yes 🗹	No 🗌	Not Present	
Custody seals intact on shipping container/cooler?	Yes 🔽	No 🗌	,,,,,,,,,	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 🗌	
Nater - Preservation labels on bottle and cap match?	Yes	No 🗆	N/A	
Nater - pH acceptable upon receipt?	Yes	No 🗆	N/A 🗹	
Container/Temp Blank temperature?	5°	4° C ± 2 Accep		
COMMENTS:		If given sufficie	nt time to cool.	
Client contacted Date contacted:	:	Pe	rson contacted	
Client contacted Date contacted:  Contacted by: Regarding	·· - · - · - · - · - · · · · · · · ·	Pe		
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Contacted by: Regarding  Comments:				

### 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 NJV Date: August 15, 2007 SAMPLER: Filename: 08-15-07.WK4 PROJECT MANAGER: NJV SAMPLING CONDUCT **VOLUME** WELL **WELL** WATER DEPTH TO TOTAL pН TEMP. # ELEV. ELEV. WATER **DEPTH** TIME (umhos) (celcius) **PURGED** (ft) (ft) (ft) (gal.) (ft) 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 08/15/07 0900 DATE & TIME = NOTES: Volume of water purged from well prior to sampling; V = pi X r2 X h X 7.48 gal./ft3) X 3 (wellbores). (i.e. 2" MW r = (1/12) ft. h = 1 ft.) (i.e. 4" MW r = (2/12) ft. h = 1 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  $\sim$  2.90 ft., MW #2  $\sim$  2.10 ft., MW #3  $\sim$  2.20 ft. above grade.

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

Result PQL Qua		ual Units	DF	Date Analyzed	
·	<del>*************************************</del>		<u> </u>	Analyst: SMP	
5.2	1.0	μg/L	1	8/23/2007 11:53:39 PM	
ND	1.0	μg/L	1	8/23/2007 11:53:39 PM	
3.8	1.0	μg/L	1	8/23/2007 11:53:39 PM	
54	2.0	µg/L	1	8/23/2007 11:53:39 PM	
93.9	70.2-105	%REC	1	8/23/2007 11:53:39 PM	
	5.2 ND 3.8 54	5.2 1.0 ND 1.0 3.8 1.0 54 2.0	5.2 1.0 μg/L ND 1.0 μg/L 3.8 1.0 μg/L 54 2.0 μg/L	5.2 1.0 μg/L 1 ND 1.0 μg/L 1 3.8 1.0 μg/L 1 54 2.0 μg/L 1	

Qualifiers:

- Value exceeds Maximum Contaminant Level
- F. 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

Page 1 of 1

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CHAIN-OF-CUSTODY RECORD	Client: BLAGG ENKIR / BP AMERICA	60.	FO			9		Time		1115							Time:	Time:
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3	Client	Address:				Fhone #:	Fax #:	Date	5	cossile				j			Date: 8/16/57	Date:

Water Co.

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### DEFINITIONS

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

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

4.5

document may be amended from time to time by HEAL

"Price schedule" means HEAL'S standard price schedule, as such

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

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samples

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### ORDERS

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The customer may order servoes 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.

5.2

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

### 3. PAYMENT TERMS

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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.

5.3

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.

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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.

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# 4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

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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 ternain 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.

5.5

HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance or, any sample which in the sole judgement of HEAL a) is of unstainable volume, b) unsuitable containers as required for the requested analysis, or o) may be or become unsuitable for, or may pose a nisk 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 heazdous substaince and whether or not such presence has been disclosed to HEAL by the Customer.

5.6

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

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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.

Upon turnely deluvery 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 humaround times are not guaranteed.

5.8

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.

# WARRANTIES, LIABILITY AND INDEMNIFICATION

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HEAL warrants only that its services will fulfill obligations set forth in Section 43 and 44 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 fall 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 experse, an additional sample if necessary. Any reanalysis generating Results consistent with the Original Results will be at the Customer's experse. 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 HE.AL 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, inability to obtain from HEAL tusual sources sufficients 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.

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The customer represents and warrants that any sample delivered to HEAL will be preceded or accompanied by compiler written ducloisure 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, thansported and delivered properly and in accordance with applicable laws.

It is understood and agreed that all samples and cuttings of maternals 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, 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.

The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgements, 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. Shereof 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 HFAI.

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 aboor 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

## 6. ENTIRE AGREEMENT: SEVERABILITY

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- 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 supersed 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 unerforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the translater of the Terms and Conditions, the intent of the parties being that the provisions be severable.

6.2

### 7. AMENDMENTS AND WAIVERS

2

- 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
- No waiver by HEAL of any provision, term or condition hereof or of any breach by or obligation of the Clustomer 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 Clustomer.

7.2

### I. SAMPLE STORAGE

2

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 extructs for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. Nominally 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 \$12.50 op as sample. BRAL reserves the right to return all dibenzodioxins/dibenzofurars to the client.

### 9. SECTION HEADING

9.

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.

### 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.

**Date:** 27-Aug-07

### QA/QC SUMMARY REPORT

Client:

Blagg Engineering

Project:

GCU #165

Work Order:

0708247

	Analyte	Result	Units	PQL	%Rec	LowLimit F	lighLimit	%RPD F	RPDLimit Qual
20	Method: SW8021 Sample ID: 5ML RB								
	Sample ID: 5ML RB		MBLK			Batch ID:	R24885	Analysis Date	e: 8/23/2007 9:10:07 AM
- 50	Benzene	ND	μg/L	1.0					
5260	Toluene	ND	μg/L	1.0					
W	Ethylbenzene Xylenes, Total	ND	µg/L	1.0					
42	Xylenes, Total	ND	μg/L	2.0					
	Sample ID: 100NG BTEX LCS		LCS			Batch ID:	R24885	Analysis Date	e: 8/23/2007 2:37:33 PM
	Benzene Toluene	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		
, Sale Jack	Xylenes, Total	54.72	µg/L	2.0	90.9	83.4	122		
	Xylenes, Total Sample ID: 100NG BTEX LCSD		LCSD			Batch ID:	R24885	Analysis Date	e: 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
	Toluene Ethylbenzene	18.75	μg/L	1.0	93.7	83.5	118	3.81	10
u23	Xylenes, Total	56.41	hg/r	2.0	93.7	83.4	122	3.04	13

### Qualifiers:

- E Value above quantitation range
- J Analyte detected below quantitation limits
- RPD outside accepted recovery limits

- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit
- S Spike recovery outside accepted recovery limits

Page 1

### Sample Receipt Checklist

	Client Name BLAGG					Date and Time	Received:		8/1	17/2007
	Work Order Number 07	08247		1		Received by	TLS			
	Checklist completed by	Signature		17/	Date	···				
	Matrix		Carrier name	<u>UPS</u>						
	Shipping container/coole	r in good condition?		Yes	<b>~</b>	No 🗆	Not Present			
	Custody seals intact on s	shipping container/coo	ler?	Yes	~	No 🗌	Not Present		Not Shipped	
	Custody seals intact on s	sample bottles?		·Yes		No 🗆	N/A	<b>✓</b>		
	Chain of custody present	?		Yes	<b>y</b>	No 🗀				
	Chain of custody signed	when relinquished and	d received?	Yes	$\checkmark$	No 🗌				
	Chain of custody agrees	with sample labels?		Yes	<b>✓</b>	No 🗌				
	Samples in proper conta	iner/bottle?		Yes	<b>~</b>	No 🗌				
	Sample containers intact	?		Yes	<b>Y</b>	No 🗌				
	Sufficient sample volume	e for indicated test?		Yes	<b>Y</b>	No 🗌				
erina.	All samples received with	nin holding time?		Yes	$\checkmark$	No 🗌				
	Water - VOA vials have :	zero headspace?	No VOA vials subr	nitted		Yes 🗹	No 🗌			
	Water - Preservation lab	els on bottle and cap r	match?	Yes		No 🗌	N/A 🗹			
	Water - pH acceptable u	pon receipt?		Yes		No 🗀	N/A 🔽			
4	Container/Temp Blank to	emperature?			1°	4° C ± 2 Accepta				
	COMMENTS:					If given sufficient	time to cool.			
The state of the s		T				<u> </u>				- u
語の記念を	Client contacted		Date contacted:			Pers	on contacted			
越	Contacted by:	•	Regarding							
ST. ST.	Comments:								A-1644 199 - 1	
							٠		0 MA 117 1 W 217	
						1 may 1 1 1 2 2 2 2 1 1 1 1 1 1 1 1 1 1 1 1				
los.	Corrective Action	<u>-</u> .								

### BLAGG ENGINEERING, INC.

### MONITOR WELL DEVELOPMENT & / OR SAMPLING DATA

CLIENT: BP AMERICA PROD. CO.

CHAIN-OF-CUSTODY #:

N/A

GCU #165

UNIT H, SEC. 29, T28N, R12W

SAMPLER:

LABORATORY (S) USED: HALL ENVIRONMENTAL

NJV

Filename: 10-25-07.WK4

Date: October 25, 2007

PROJECT MANAGER:

NJV

WELL #	WELL ELEV. (ft)	WATER ELEV. (ft)	DEPTH TO WATER (ft)	TOTAL DEPTH (ft)	SAMPLING TIME	рН	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 = 7.00** 

2.800 DATE & TIME = 10/23/07 1100

NOTES: Volume of water purged from well prior to sampling; V = pi X r2 X h X 7.48 gal./ft3) X 3 (wellbores).

(i.e. 2" MW r = (1/12) ft. h = 1 ft.) (i.e. 4" MW r = (2/12) ft. h = 1 ft.)

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

Comments or note well diameter if not standard 2 ".

Ideally a minimum of three (3) wellbore volumes:

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

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

Date: 30-Oct-07

**CLIENT:** Project:

Blagg Engineering

GCU #165

Lab Order:

0710519

Lab ID:

0710519-01

Collection Date: 10/25/2007 11:50:00 AM

Matrix: AQUEOUS

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

Client Sample ID: MW #2

Matrix: AQUEOUS

Analyses	Result	PQL Q	ual Units	DF	Date Analyzed
EPA METHOD 8021B: VOLATILES					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

Analyte detected below quantitation limits

ND Not Detected at the Reporting Limit

Spike recovery outside accepted recovery limits

Analyte detected in the associated Method Blank В

Η Holding times for preparation or analysis exceeded

MCL Maximum Contaminant Level

Reporting Limit

Page 1 of 1

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	1107													
AF JRY	Albuquerque, New Mexico 87109 Tel. 505.345.3975 Fax 505.345.4107 www.hallenvironmental.com	_												
HALL ENVIRONMENTAL ANALYSIS LABORATORY 4901 Hawkins NE, Suite D	, 871( 505. jm	<u> </u>		(\ <u>\</u>	.ΟV-ir	n92) 0758			+					
HALL ENVIRONME ANALYSIS LABOR, 4901 Hawkins NE, Suite D	Albuquerque, New Mexico B Tel. 505.345.3975 Fax 50 www.hallenvironmental.com	) <u>=</u> 51				85eob (VC		-						
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90.			\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	5	$\vee$	Preservative							y; pignature)	
QA/	2				ure:	Pre HgCl <sub>2</sub>		>				9	50 : VS	
Other:	Project Name:	Project #:	Project Manager:	ler:	Sample Temperature:	Number/Volume	2-40m/	/woh				10.00	Received by Apignature.	_
	Proje	Proje	Proje	Sampler:	Samp	Num	ત્હ	4						
CORD	161CA		5/4/3			Sample I.D. No.	4	N.				1		`
CHAIN-OF-CUSTODY RECORD	16P AMERICA	78 ×	00	6611		Sample	mid	# 3W				d. E. (Elanati	Relinquished By: (Signature)	
-cust		P.O. BOX	D. NM	632 - 1		Matrix	WATE/C	WATE R.				Odainagio		
IN-OF	Client: BARG ENER.		BitD.			Ттте	051/5	0811				i.	7 140	
CHA	Client:	Address:		Phone #:	Fax #:	Date	10/22/07	10/25/01				Date	19/25/57 Date:	

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Section 2

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"Acceptance of a sample" means the determination of HEAL to proceed	DEFINITIONS			

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5.7

with work following receipt and inspection of such sample

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

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- HEAL means Hall Environmental Analysis Laboratory its employees servants, agents, and representative.
- document may be amended from time to time by HEAL.

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"Price schedule" means HEAL'S standard price schedule, as such

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- 1.5 "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 Schodule, and any additions or amendments hereto which are agreed to in writing by HEAL as provided in Section 7.1

### ORDERS

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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 copress 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.

5.2

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

2.2

### 3. PAYMENT TERMS

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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.

5.3

Payment terms are not 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.

3.2

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.

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# 4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

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- 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 or, any sample which in the sole judgement of HEAL a) is of unsuitable volume, b) unsuitable containers as required for the requested analysis, or o) 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 safetance and whether or not such presence has been disclosed to HEAL by the Customer.

5.6

accordance with applicable laws

any hazardous substance, which is to be delivered to HEAL'S premises will be packaged, labeled, transported and delivered properly and in

4.2

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 Chemist (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these

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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.

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.

5.8

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.

# WARRANTIES, LIABILITY AND INDEMNIFICATION

5 5

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 suid services, and HEAL gives and makes no other representation or warranty of any land, 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 contrigent 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, of 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 carcamistance beyond the reasonable control of HEAL. Such cause and carcamistance 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 or subplies, or any other cause beyond HEAL 'S reasonable control supplies, or any other cause beyond HEAL'S reasonable control.

7.2

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

5.5

It is understood and agreed that all samples and outings 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, storer, or disposer of hazardous or tooic substances found or identified at a site, and the Customer agrees to assume the responsibility for the foregoing.

The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgements, damages, losses, liabilities, expenses, payments, taxes, dames, 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, e) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAI

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 reverue 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.

## ENTIRE AGREEMENT: SEVERABILITY

6.

- 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, understuantings, obligations or agreements other than those contained herein, unless made in accordance with Section 7.1; and these Terms and Conditions shall supersed eall previous communications, representations, or agreements, either verbal or written, between the Customer and HEAL. HEAL specifically rejocts 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 uncatorocability, in whole or in part of any prevision, term or condition hereof shall not affect in any way the validity or enforcesolity; of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable.

6.2

### 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 anneaded or waived and provision, term or condition, or have given any required consent or approval or to have waived any breach by the Clustomer 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, defere, after 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, defetion, alteration, variation, consent, approval or
- No waiver by HEAL of any provision, term or condition hereofc 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.

### SAMPLE STORAGE

<u>...</u>

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 extructs for longer periods is by request only. Sample, storage charges depend upon storage requirements and duration. Nominally a sample storage fee of \$5.00 per sample, per month will be billed monthly unless other arrangements are made. If equested, 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 \$2.5.00 per sample. HEAL reserves the right to return all diberazodioxins/diberazofinans to the client.

### 9. SECTION HEADING

9

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

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These Ferms 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.

Date: 30-Oct-07

### **QA/QC SUMMARY REPOR**

Client:

Blagg Engineering

Project:

GCU #165

Work Order:

0710519

Analyte	Result	Units	PQL	%Rec	LowLimit H	lighLimit	%RPD RP	DLimit Qual
Method: SW8021			<del></del>					
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
- J Analyte detected below quantitation limits
- R RPD outside accepted recovery limits

- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit
- S Spike recovery outside accepted recovery limits

Page 1

### Sample Receipt Checklist

Client Name BLAGG		Date and Tin	ne Received:	10/26/2007
Work Order Number 0710519		Received t	oy AT	
Checklist completed b		10/26/0	7	
Signature	Date			
Matrix Carrier	name <u>UPS</u>			
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 via	Is submitted	Yes 🗹	No 🗌	
Nater - Preservation labels on bottle and cap match?	Yes 🗌	No 🗌	N/A	
Nater - pH acceptable upon receipt?	Yes	No 🗌	N/A 🗹	
Container/Temp Blank temperature?	5°	4° С ± 2 Ассер		
COMMENTS:		If given sufficie	ent time to cool.	
Client contacted Date contacte	d:	Pe	erson contacted	
Contacted by: Regarding				
Comments:				
Corrective Action				