3R - 406

REPORTS

DATE:

Aug. 29, 2006

BLAGG ENGINEERING INC.
P.O. Box 87, Bloomfield, New Mexico 87413
Phone: (505)632-1199 Fax: (505)632-3903

3R0406

2006 SEP 25 PM 1 10

September 20, 2006

Mr. Glenn von Gonten, Hydrologist
New Mexico Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

Re: BP America Production Company
Transmittal of Remediation and Monitoring Report
Mudge LS 9A
(O) Sec. 3 – T31N – R11W, San Juan County, NM

Dear Mr. von Gonten:

On behalf of BP America Production Company, Blagg Engineering, Inc. (BEI) is submitting the attached remediation and monitoring report for the Mudge LS 9A pursuant to the site groundwater management plan.

If you have questions or need additional information, please contact either myself at (505)632-1199 or Mr. Kevin Hansford of BP at (505)326-9200.

Respectfully:
Blagg Engineering, Inc.

Jeffrey C. Blagg, P.E.
President

cc: Brandon Powell - NMOCD Aztec
Kevin Hansford - BP SJ Op. Ctr.
BLM Farmington

File: rpt.xmt.wpd

3R0406

REMEDIATION AND MONITORING REPORT

BP AMERICA PRODUCTION CO.
MUDGE LS #9A

(O) SEC. 3 – T31N – R11W, NMPM
SAN JUAN COUNTY, NEW MEXICO

PREPARED FOR:
NEW MEXICO OIL CONSERVATION DIVISION
1220 ST. FRANCIS DRIVE
SANTA FE, NEW MEXICO 87504

PREPARED BY:
BLAGG ENGINEERING, INC.
CONSULTING ENGINEERS
P.O. BOX 87
BLOOMFIELD, NM 87413
(505)632-1199

AUGUST 29, 2006

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REMEDIATION AND MONITORING REPORT
BP AMERICA PRODUCTION CO
MUDGE LS #9A

Introduction and Executive Summary

The Mudge LS #9A well is located on BLM surface in rural San Juan County, New Mexico. During closure of an unlined dehydrator production pit on February 20, 2006 groundwater was encountered at a depth of approximately 12 feet below surface grade. Soil with hydrocarbon impacts was found to be in contact with this water and remediation by excavation began immediately.

Approximately 7,200 ± cubic yards of soil was removed to mitigate potential groundwater contamination (Figure 1). The area was backfilled with clean imported soil.

Three (3) groundwater monitor wells were installed at the site and, following development, were sampled for laboratory testing. Test results indicate that limited groundwater impacts are present down-gradient from the remedial excavation. Based on this data, installation of additional monitor wells will be necessary to delineate impacts and scheduled well sampling is indicated pursuant to the groundwater management plan.

Abatement of Soil Impacts

Site investigation and abatement was conducted concurrently using excavation equipment to remove impacted soils at the water table interface, beginning from the ground surface and extending to below the water table (see appendix: Pit Closure Field Report). This work was conducted between February 20 – March 24, 2006. The soil at the site is primarily a light brown non-cohesive silty sand, with hydrocarbon impacted soils stained gray to dark gray. An excavator was used to strip off clean top soil and remove contaminated soils to below the water table. Groundwater was found at a depth of 12 ± feet at the source area, and at a depth of 18 ± feet at the eastern (down-gradient) extent of impacts. Discolored soils appeared to extend to the production well head but these could not be remove due to safety considerations. The impacted soils were transported to the NMOCD permitted BP Crouch Mesa Landfarm for remediation.

During excavation perimeter soil samples were collected from above the water table interface for laboratory testing of total petroleum hydrocarbons (Method 8015B), volatile organics (Method 8021B) and chloride (Method 9056A). Laboratory results indicate that all samples tested at below that NMOCD closure standards. Laboratory test reports are included in the appendices.

Monitor Well Installation and Water Quality Test Results

Three (3) groundwater monitoring wells were installed on July 5, 2006 for water quality testing and to determine gradient. A hollow stem auger drill rig was used to advance borings to a depth of approximately 28 feet below surface grade and set 2-inch diameter slotted screen with filter pack and a bentonite seal (Figures 3 – 5).

Following development, the wells were sampled on August 10, 2006 for testing of volatile organics by U.S. EPA Method 8021B (BTEX) and for cation/anion balance. Samples were placed in laboratory supplied containers, stored in an ice chest with ice and express delivered to the laboratories for testing. The BTEX samples were submitted to Hall Environmental Labs in Albuquerque and the cation/anion balance samples were delivered to Envirotech labs in Farmington. Test results indicate that down-gradient monitor well MW #1 has benzene impacts (44 ug/L) and xylenes (670 ug/L) that exceed New Mexico Water Quality Control Commission groundwater standards. Side-gradient well MW #2 and down-gradient well MW #3 were found do be non-detect for the tested contaminates. The laboratory data is summarized in Table 1 and laboratory test reports are included in the appendices.

Review of cation/anion balance test results indicates no discernable difference between side-gradient and down-gradient water quality. These results are summarized in Table 2 and the laboratory reports are included in the appendices.

The measured groundwater depth during the August 10, 2006 sample event indicates a water table type aquifer with a southeastern gradient at a slope of approximately 0.024 feet/foot (Figure 2). Future measurements could indicate a seasonal shift in groundwater flow direction and additional gradient measurements are suggested prior to determining locations for supplementary monitoring points.

Recommendations for Further Action

Initial monitoring of groundwater impacts indicates that hydrocarbon contamination in excess of NMWQCC standards are present at the site. These impacts appear to be limited, but the existing groundwater monitoring wells do not fully address the up-gradient, source area and down-gradient water quality. BEI recommends monitoring the gradient and water quality for another quarter in order to identify shifts in groundwater flow patterns prior to establishing additional monitor well installation locations. At a minimum these locations should be directly up-gradient (northwest) from the original source area, within the remedial excavation and further down-gradient (southeast) than monitor well MW #1.

Limitations and Closure

The scope of BEI's services has been limited to site sampling and reporting. Work has been performed in accordance with generally accepted practices in environmental engineering and hydrogeology.

This report has been prepared for the exclusive use of BP America Production Company as it pertains to the Mudge LS #9A well, located in the SW/4 of the SE/4 of Section 3, Township 31N, Range 11W, NMPM, San Juan County, New Mexico.

I certify that I am personally familiar with the investigative work at the site, site conditions and information as reported in this document.

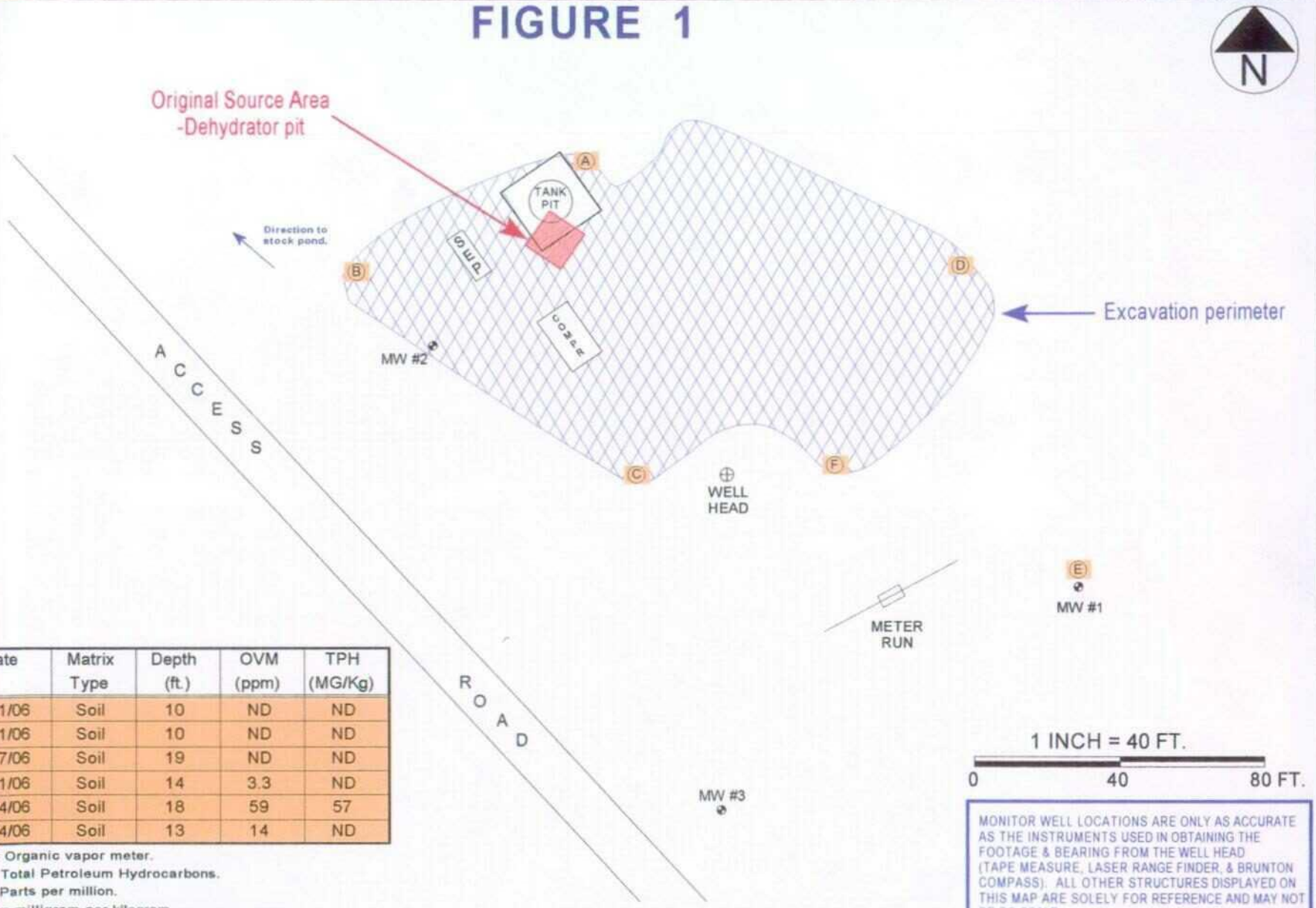
Respectively Submitted:
Blagg Engineering, Inc.

Jeffrey C. Blagg

Jeffrey C. Blagg, NMPE 11607
President

FIGURES

FIGURE 1



SAMPLE ID	Date	Matrix Type	Depth (ft.)	OVM (ppm)	TPH (MG/Kg)
A	03/01/06	Soil	10	ND	ND
B	03/01/06	Soil	10	ND	ND
C	03/07/06	Soil	19	ND	ND
D	03/21/06	Soil	14	3.3	ND
E	03/24/06	Soil	18	59	57
F	03/24/06	Soil	13	14	ND

Notes: OVM = Organic vapor meter.
TPH = Total Petroleum Hydrocarbons.
ppm = Parts per million.
mg/Kg = milligram per kilogram.
ND = Not detected at the reporting limit.

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

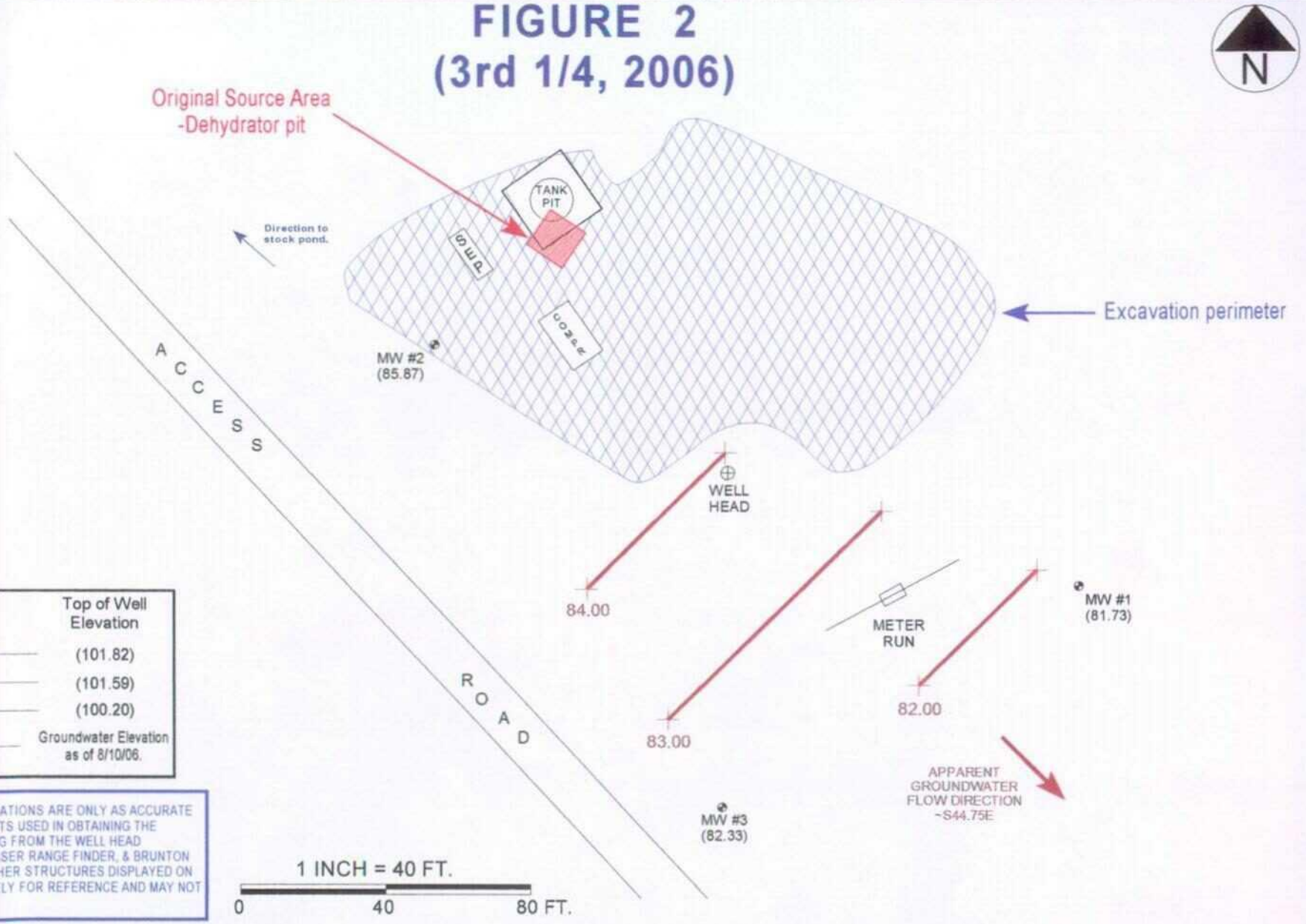
BP AMERICA PRODUCTION CO.
MUDGE LS #9A
SW/4 SE/4 SEC. 3, T31N, R11W
SAN JUAN COUNTY, NEW MEXICO

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

PROJECT: MW INSTALLATION
DRAWN BY: NJV
FILENAME: MUDGE LS 9A-SM2.SKF
REVISED: 08-19-06 NJV

SITE MAP
07/06

FIGURE 2
(3rd 1/4, 2006)



	Top of Well Elevation
MW #1	(101.82)
MW #2	(101.59)
MW #3	(100.20)
MW #1 (81.73)	Groundwater Elevation as of 8/10/06.

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

BP AMERICA PRODUCTION CO.
MUDGE LS #9A
SW/4 SE/4 SEC. 3, T31N, R11W
SAN JUAN COUNTY, NEW MEXICO

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

PROJECT: MW SAMPLING
DRAWN BY: NJV
FILENAME: 08-10-06-GW.SKF
REVISED: 08-19-06 NJV

GROUNDWATER CONTOUR MAP
08/06

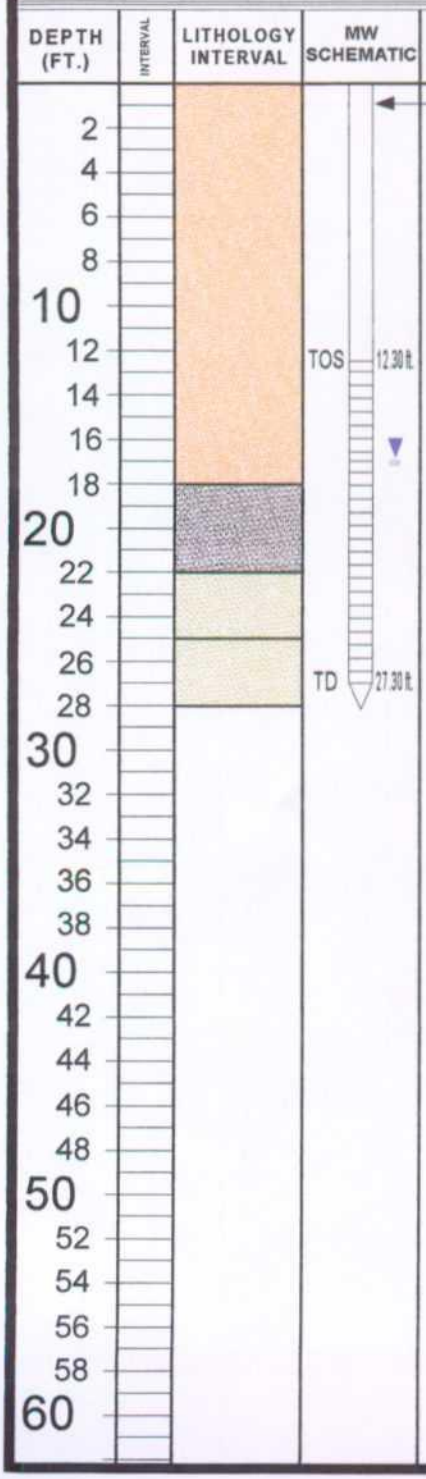
BLAGG ENGINEERING, Inc.
P.O. BOX 87
BLOOMFIELD, NM 87413
(505) 632-1199

MW #1

BORE / TEST HOLE REPORT

CLIENT:	BP AMERICA PRODUCTION COMPANY
LOCATION NAME:	MUDGE LS # 9A UNIT O, SEC. 3, T31N, R11W
CONTRACTOR:	BLAGG ENGINEERING, INC. / ENVIROTECH, INC.
EQUIPMENT USED:	MOBILE DRILL RIG (CME 75)
BORING LOCATION:	102 FEET, S72E FROM WELL HEAD.

BORING #.....	BH - 1
MW #.....	1
PAGE #.....	1
DATE STARTED	7/5/06
DATE FINISHED	7/5/06
OPERATOR.....	DP
PREPARED BY	NJV



FIELD CLASSIFICATION AND REMARKS

GROUND SURFACE

TOP OF CASING APPROX. 3.00 FEET ABOVE GRADE.

MODERATE BROWN SAND, NON COHESIVE, SLIGHTLY MOIST, FIRM, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (0.0 - 18.0 FT. BELOW GRADE).

DEPTH TO WATER APPROX. 17.04 FT. FROM GROUND SURFACE MEASURED ON 7/13/06.

BLACK SAND, NON COHESIVE, MOIST TO WET, FIRM, SLIGHT TO STRONG HYDRO-CARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS, (18.0 - 22.0 FT. BELOW GRADE).

OLIVE GRAY SAND, NON COHESIVE, SATURATED, SLIGHT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (22.0 - 25.0 FT. BELOW GRADE).

SAME AS ABOVE EXCEPT SILTY SAND WITH NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (25.0 - 28.0 FT. BELOW GRADE).

NOTES: - SAND.

TOS - Top of screen of monitor well.
TD - Total depth/bottom extent of monitor well.

Monitor well consist of 2 inch PVC piping - casing from 3.00 ft. above grade to 12.30 ft. below grade, 0.010 slotted screen between 12.30 to 27.30 ft. below grade, sand packed annular to 11 ft. below grade, bentonite grout between 9.0 to 11.00 ft. below grade, fill dirt between 5.0 to 9.0 ft. below grade, bentonite grout between 3.0 to 5.0 ft. below grade, then fill dirt to surface. Well protector emcompassing above grade casing and secured with padlock.

DRAWING: MUDGE LS 9A BH1-MW1. SKF | DATE: 7/5/06 | DWN BY: NJV

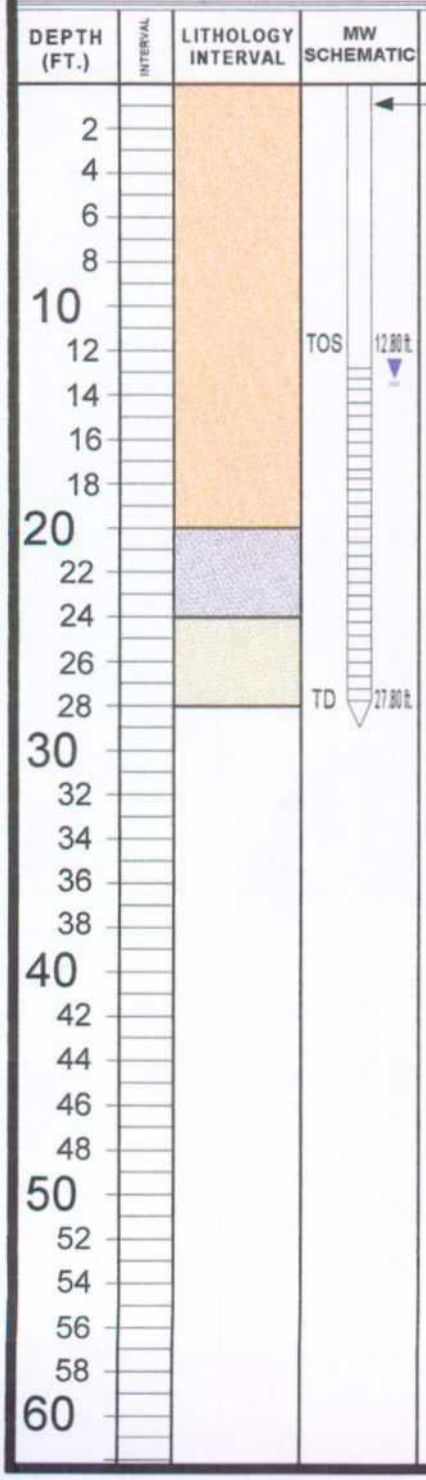
BLAGG ENGINEERING, Inc.
P.O. BOX 87
BLOOMFIELD, NM 87413
(505) 632-1199

MW #2

BORE / TEST HOLE REPORT

CLIENT:	BP AMERICA PRODUCTION COMPANY
LOCATION NAME:	MUDGE LS # 9A UNIT O, SEC. 3, T31N, R11W
CONTRACTOR:	BLAGG ENGINEERING, INC. / ENVIROTECH, INC.
EQUIPMENT USED:	MOBILE DRILL RIG (CME 75)
BORING LOCATION:	89 FEET, N66W FROM WELL HEAD.

BORING #.....	BH - 3
MW #.....	2
PAGE #.....	3
DATE STARTED	7/5/06
DATE FINISHED	7/5/06
OPERATOR.....	DP
PREPARED BY	NJV



FIELD CLASSIFICATION AND REMARKS

GROUND SURFACE

TOP OF CASING APPROX. 2.20 FEET ABOVE GRADE.

MODERATE BROWN SAND (FILL MATERIAL), NON COHESIVE, SLIGHTLY MOIST, FIRM, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (0.0 - 20.0 FT. BELOW GRADE).

DEPTH TO WATER APPROX. 13.46 FT. FROM GROUND SURFACE MEASURED ON 7/13/06.

LIGHT MEDIUM TO OLIVE GRAY SAND, NON COHESIVE, MOIST TO WET, FIRM, SLIGHT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS, (20.0 - 24.0 FT. BELOW GRADE).

OLIVE GRAY SAND, NON COHESIVE, SATURATED, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (24.0 - 28.0 FT. BELOW GRADE).

NOTES: - SAND.

TOS - Top of screen of monitor well.
TD - Total depth/bottom extent of monitor well.

Monitor well consist of 2 inch PVC piping - casing from 2.20 ft. above grade to 12.80 ft. below grade, 0.010 slotted screen between 12.80 to 27.80 ft. below grade, sand packed annular to 11 ft. below grade, bentonite grout between 9.0 to 11.00 ft. below grade, fill dirt between surface to 9.0 ft. below grade. Well protector emcompassing above grade casing and secured with padlock.

DRAWING: MUDGE LS 9A BH3-MW2. SKF | DATE: 7/5/06 | DWN BY: NJV

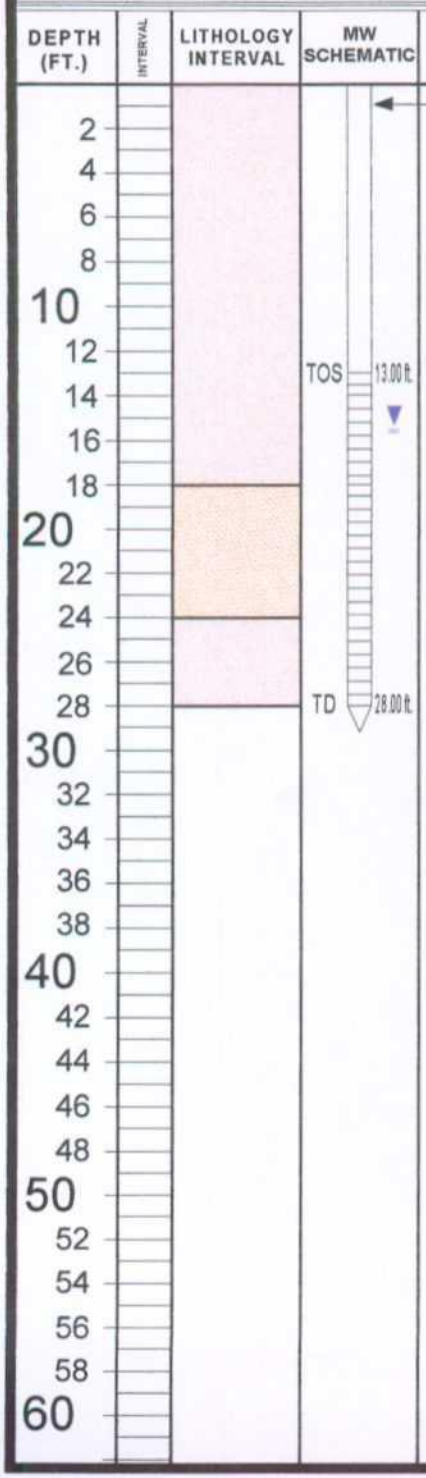
BLAGG ENGINEERING, Inc.
P.O. BOX 87
BLOOMFIELD, NM 87413
(505) 632-1199

MW #3

BORE / TEST HOLE REPORT

CLIENT:	BP AMERICA PRODUCTION COMPANY
LOCATION NAME:	MUDGE LS # 9A UNIT O, SEC. 3, T31N, R11W
CONTRACTOR:	BLAGG ENGINEERING, INC. / ENVIROTECH, INC.
EQUIPMENT USED:	MOBILE DRILL RIG (CME 75)
BORING LOCATION:	94 FEET, S1W FROM WELL HEAD.

BORING #.....	BH - 2
MW #.....	3
PAGE #.....	2
DATE STARTED	7/5/06
DATE FINISHED	7/5/06
OPERATOR.....	DP
PREPARED BY	NJV



FIELD CLASSIFICATION AND REMARKS

GROUND SURFACE

TOP OF CASING APPROX. 2.00 FEET ABOVE GRADE.

PALE YELLOWISH BROWN SAND, NON COHESIVE, SLIGHTLY MOIST, FIRM, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (0.0 - 18.0 FT. BELOW GRADE).

DEPTH TO WATER APPROX. 15.79 FT. FROM GROUND SURFACE MEASURED ON 7/13/06.

DARK YELLOWISH BROWN SAND, NON COHESIVE, MOIST TO WET, FIRM, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS, (18.0 - 24.0 FT. BELOW GRADE).

PALE YELLOWISH BROWN SAND, NON COHESIVE, SATURATED, NO APPARENT HYDROCARBON ODOR DETECTED PHYSICALLY WITHIN CUTTINGS (24.0 - 28.0 FT. BELOW GRADE).

NOTES: ▭ - SAND.

TOS - Top of screen of monitor well.
TD - Total depth/bottom extent of monitor well.

Monitor well consist of 2 inch PVC piping - casing from 2.00 ft. above grade to 13.00 ft. below grade, 0.010 slotted screen between 13.00 to 28.00 ft. below grade, sand packed annular to 11 ft. below grade, bentonite grout between 9.0 to 11.00 ft. below grade, fill dirt between 2.0 to 9.0 ft. below grade, bentonite grout between ground surface to 2.0 ft. below grade. Well protector emcompassing above grade casing and secured with padlock.

DRAWING: MUDGE LS 9A BH2-MW3. SKF | DATE: 7/5/06 | DWN BY: NJV

TABLES

BP AMERICA PROD. CO. GROUNDWATER LAB RESULTS

SUBMITTED BY BLAGG ENGINEERING, INC.

MUDGE LS # 9A
UNIT O, SEC. 3, T31N, R11W

REVISED DATE: Auguest 22, 2006

FILENAME: (M9A-3Q06.WK4) NJV

SAMPLE DATE	WELL NAME or No.	D.T.W. (ft)	T.D. (ft)	TDS (mg/L)	COND. umhos	pH	PRODUCT (ft)	BTEX EPA METHOD 8021B (ppb) Benzene	Toluene	Ethyl Benzene	Total Xylene
10-Aug-06	MW #1	20.09	30.30	5,250	4,800	7.08		**44**	ND	230	**670**
10-Aug-06	MW #2	15.72	30.00	4,680	4,300	7.00		ND	ND	ND	ND
10-Aug-06	MW #3	17.87	30.00	5,500	4,700	7.06		ND	ND	ND	ND
					NMWQCC GROUNDWATER STANDARDS			10	750	750	620

NOTES : 1) RESULTS IN BOLD RED TYPE INDICATE EXCEEDING NMWQCC STANDARDS .

2) RESULTS IN BOLD BLUE TYPE INDICATE BELOW NMWQCC STANDARDS AFTER PROCEEDING RESULTS EXCEEDED .

GENERAL WATER QUALITY

BP AMERICA PRODUCTION COMPANY

MUDGE LS # 9A

Sample Date : August 10 , 2006

PARAMETERS	MW # 1	MW # 2	MW # 3	Units
LAB pH	7.10	7.03	7.06	s. u.
LAB CONDUCTIVITY @ 25 C	6,000	5,420	6,260	umhos / cm
TOTAL DISSOLVED SOLIDS @ 180 C	5,250	4,680	5,500	mg / L
TOTAL DISSOLVED SOLIDS (Calc)	5,010	4,670	5,120	mg / L
SODIUM ABSORPTION RATIO	15.0	14.0	14.1	ratio
TOTAL ALKALINITY AS CaCO3	680	360	480	mg / L
TOTAL HARDNESS AS CaCO3	1,200	1,090	1,260	mg / L
BICARBONATE as HCO3	680	360	480	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	0.70	< 0.01	< 0.01	mg / L
NITRITE NITROGEN	0.030	0.006	0.005	mg / L
CHLORIDE	69.2	48.0	76.0	mg / L
FLUORIDE	1.05	1.72	1.56	mg / L
PHOSPHATE	6.80	< 0.1	< 0.1	mg / L
SULFATE	2,900	2,920	3,130	mg / L
IRON	0.072	0.003	0.005	mg / L
CALCIUM	416	384	421	mg / L
MAGNESIUM	25.9	32.2	50.8	mg / L
POTASSIUM	4.67	5.03	3.90	mg / L
SODIUM	1,170	1,060	1,150	mg / L
CATION / ANION DIFFERENCE	0.20	0.13	0.07	

APPENDICES

30-045-23062 36.72260° x 107.97792

CLIENT: BP

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

LOCATION NO:

COCR NO: HALL

FIELD REPORT: PIT CLOSURE VERIFICATION

PAGE No: 1 of 1

LOCATION: NAME: MUDGE LS WELL #: 9A TYPE: DEHY

QUAD/UNIT: O SEC: 3 TWP: 31N RNG: 11W PM: NM CNTY: SJ ST: NM

QTR/FOOTAGE: 1000 FSL x 1695 FEL CONTRACTOR: HDI

DATE STARTED: 2-20-06

DATE FINISHED: 3-24-06

ENVIRONMENTAL SPECIALIST: JCB

EXCAVATION APPROX. 100± FT. x 130± FT. x 15± FT. DEEP. CUBIC YARDAGE: 7,200±

DISPOSAL FACILITY: BP CROUCH MESA L.F. REMEDIATION METHOD: EXCAVATE

LAND USE: RANGE - BLM LEASE: NM 73238 FORMATION: MV

FIELD NOTES & REMARKS: PIT LOCATED APPROXIMATELY 81 FT. N36W FROM WELLHEAD.

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

NMOCD RANKING SCORE: 30+ NMOCD TPH CLOSURE STD: 100 PPM

OVM CALIB. READ. = ____ ppm
OVM CALIB. GAS = ____ ppm RF = 0.52
TIME: ____ am/pm DATE: ____

SOIL AND EXCAVATION DESCRIPTION:

SOIL TYPE: SAND / (SILTY SAND) / SILT / SILTY CLAY / CLAY / GRAVEL / OTHER

SOIL COLOR: LITE TAN

COHESION (ALL OTHERS): NON COHESIVE / (SLIGHTLY COHESIVE) / COHESIVE / HIGHLY COHESIVE

CONSISTENCY (NON COHESIVE SOILS): LOOSE / (FIRM) / DENSE / VERY DENSE

PLASTICITY (CLAYS): NON PLASTIC / SLIGHTLY PLASTIC / COHESIVE / MEDIUM PLASTIC / HIGHLY PLASTIC

DENSITY (COHESIVE CLAYS & SILTS): SOFT / FIRM / STIFF / VERY STIFF / HARD

MOISTURE: (DRY / SLIGHTLY MOIST) / MOIST / WET / SATURATED / SUPER SATURATED

DISCOLORATION/STAINING OBSERVED: (YES) / NO EXPLANATION - IN REMOVED SOILS - GRAY

HC ODOR DETECTED: (YES) / NO EXPLANATION - IN REMOVED SOILS

SAMPLE TYPE: (GRAB) / COMPOSITE - # OF PTS. ____

ADDITIONAL COMMENTS: 12'x12'x3'± DEEP UNLINED PIT. USE TRACKHOE TO REMOVE IMPACTED SOILS TO GROUNDWATER AT 12'-17'± FROM GROUND SURFACE.

SCALE
0 FT

FIELD 418.1 CALCULATIONS

SAMP. TIME	SAMP. ID	LAB NO.	WEIGHT (g)	mL FREON	DILUTION	READING	CALC. (ppm)

PIT PERIMETER

SEE ATTACHED DIAGRAM

PIT PROFILE

OVM READING

SAMPLE ID	FIELD HEADSPACE (ppm)
1 @	
2 @	
3 @	
4 @	
5 @	

LAB SAMPLES

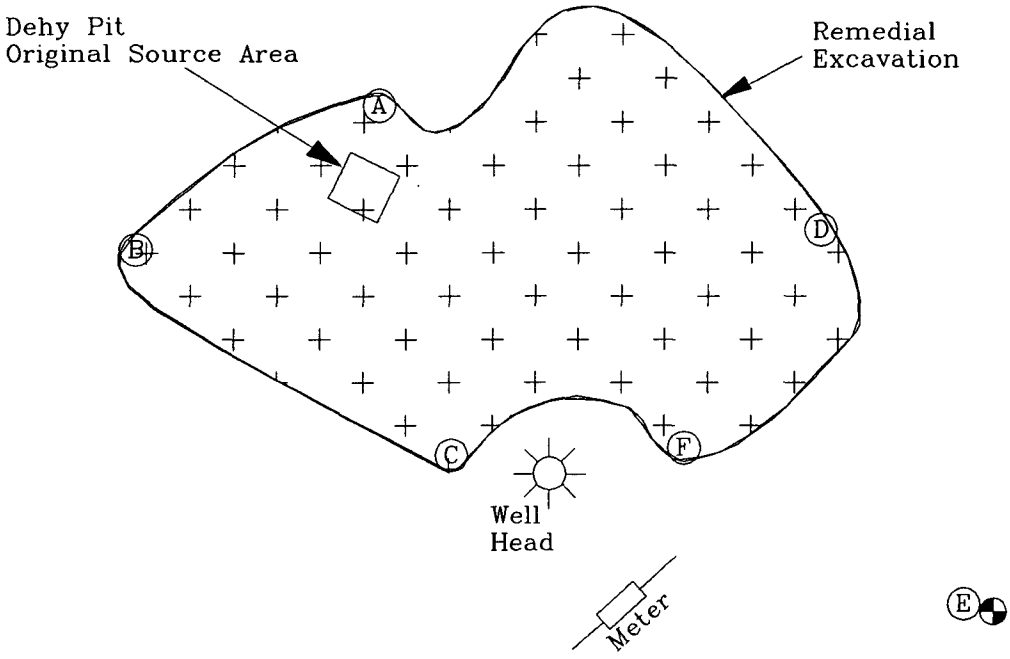
SAMPLE ID	ANALYSIS	TIME

P.D. = PIT DEPRESSION; B.G. = BELOW GRADE; B = BELOW
T.H. = TEST HOLE; ~ = APPROX.; T.B. = TANK BOTTOM

TRAVEL NOTES: CALLOUT: ____ ONSITE: 2-20-06 TO 3-24-06

revised: 09/04/02

bei1005C.skf



Sample ID	Date	Type	Depth	OVM (ppm)	TPH (mg/Kg)
A	3/01/06	Soil	10'	ND	ND
B	3/01/06	Soil	10'	ND	ND
C	3/07/06	Soil	19'	ND	ND
D	3/21/06	Soil	14'	3.3	ND
E	3/24/06	Soil	18'	59	57
F	3/24/06	Soil	13'	14	ND

LEGEND

Monitor Well

N

0 50 100 Feet

SITE MAP

BP ** MUDGE LS 9A ** (O)3-T31N-R11W

BLAGG ENGINEERING, INC.

DATE: 8/2006 | FIGURE 1 | BY: JCB

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

Hall Environmental Analysis Laboratory

Date: *09-Mar-06*

(A)

CLIENT:	Blagg Engineering	**Client Sample ID:**	96' N24 W @10'
Lab Order:	0603030	**Collection Date:**	3/1/2006 3:00:00 PM
Project:	BP - Mudge LS 9A	**Date Received:**	3/2/2006
Lab ID:	0603030-01	**Matrix:**	SOIL

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RANGE ORGANICS						Analyst: **SCC**
Diesel Range Organics (DRO)	ND	10		mg/Kg	1	3/6/2006 4:05:19 PM
Motor Oil Range Organics (MRO)	ND	50		mg/Kg	1	3/6/2006 4:05:19 PM
Surr: DNOP	99.6	60-124		%REC	1	3/6/2006 4:05:19 PM
EPA METHOD 8015B: GASOLINE RANGE						Analyst: **NSB**
Gasoline Range Organics (GRO)	ND	5.0		mg/Kg	1	3/7/2006 7:21:12 PM
Surr: BFB	91.7	79-128		%REC	1	3/7/2006 7:21:12 PM
EPA METHOD 8021B: VOLATILES						Analyst: **NSB**
Methyl tert-butyl ether (MTBE)	ND	0.10		mg/Kg	1	3/7/2006 7:21:12 PM
Benzene	ND	0.050		mg/Kg	1	3/7/2006 7:21:12 PM
Toluene	ND	0.050		mg/Kg	1	3/7/2006 7:21:12 PM
Ethylbenzene	ND	0.050		mg/Kg	1	3/7/2006 7:21:12 PM
Xylenes, Total	ND	0.050		mg/Kg	1	3/7/2006 7:21:12 PM
Surr: 4-Bromofluorobenzene	97.8	87.5-115		%REC	1	3/7/2006 7:21:12 PM
EPA METHOD 9056A: ANIONS						Analyst: **MAP**
Chloride	3.3	0.30		mg/Kg	1	3/7/2006

Qualifiers:

*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
S	Spike Recovery outside accepted recovery limits		

Hall Environmental Analysis Laboratory

Date: *09-Mar-06*

CLIENT:	Blagg Engineering	**Client Sample ID:**	117' N61 W @ 10' (R)
Lab Order:	0603030	**Collection Date:**	3/1/2006 3:10:00 PM
Project:	BP - Mudge LS 9A	**Date Received:**	3/2/2006
Lab ID:	0603030-02	**Matrix:**	SOIL

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RANGE ORGANICS						Analyst: **SCC**
Diesel Range Organics (DRO)	ND	10		mg/Kg	1	3/6/2006 4:38:38 PM
Motor Oil Range Organics (MRO)	ND	50		mg/Kg	1	3/6/2006 4:38:38 PM
Surr: DNOP	98.2	60-124		%REC	1	3/6/2006 4:38:38 PM
EPA METHOD 8015B: GASOLINE RANGE						Analyst: **NSB**
Gasoline Range Organics (GRO)	ND	5.0		mg/Kg	1	3/7/2006 11:33:57 PM
Surr: BFB	95.5	79-128		%REC	1	3/7/2006 11:33:57 PM
EPA METHOD 8021B: VOLATILES						Analyst: **NSB**
Methyl tert-butyl ether (MTBE)	ND	0.10		mg/Kg	1	3/7/2006 11:33:57 PM
Benzene	ND	0.050		mg/Kg	1	3/7/2006 11:33:57 PM
Toluene	ND	0.050		mg/Kg	1	3/7/2006 11:33:57 PM
Ethylbenzene	ND	0.050		mg/Kg	1	3/7/2006 11:33:57 PM
Xylenes, Total	ND	0.050		mg/Kg	1	3/7/2006 11:33:57 PM
Surr: 4-Bromofluorobenzene	100	87.5-115		%REC	1	3/7/2006 11:33:57 PM
EPA METHOD 9056A: ANIONS						Analyst: **MAP**
Chloride	6.4	0.30		mg/Kg	1	3/7/2006

Qualifiers:

*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
S	Spike Recovery outside accepted recovery limits		

Hall Environmental Analysis Laboratory

Date: *22-Mar-06*

(C)

CLIENT:	Blagg Engineering	**Client Sample ID:**	25' Due West @ 19'
Lab Order:	0603163	**Collection Date:**	3/7/2006 11:30:00 AM
Project:	Mudge LS 9A	**Date Received:**	3/14/2006
Lab ID:	0603163-01	**Matrix:**	SOIL

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RANGE ORGANICS						Analyst: **SCC**
Diesel Range Organics (DRO)	ND	10		mg/Kg	1	3/17/2006 4:12:48 PM
Motor Oil Range Organics (MRO)	ND	50		mg/Kg	1	3/17/2006 4:12:48 PM
Surr: DNOP	91.6	60-124		%REC	1	3/17/2006 4:12:48 PM
EPA METHOD 8015B: GASOLINE RANGE						Analyst: **NSB**
Gasoline Range Organics (GRO)	ND	5.0		mg/Kg	1	3/17/2006 2:05:26 AM
Surr: BFB	95.6	79-128		%REC	1	3/17/2006 2:05:26 AM
EPA METHOD 8021B: VOLATILES						Analyst: **NSB**
Benzene	ND	0.050		mg/Kg	1	3/17/2006 2:05:26 AM
Toluene	ND	0.050		mg/Kg	1	3/17/2006 2:05:26 AM
Ethylbenzene	ND	0.050		mg/Kg	1	3/17/2006 2:05:26 AM
Xylenes, Total	ND	0.050		mg/Kg	1	3/17/2006 2:05:26 AM
Surr: 4-Bromofluorobenzene	106	87.5-115		%REC	1	3/17/2006 2:05:26 AM
EPA METHOD 9056A: ANIONS						Analyst: **MAP**
Chloride	ND	0.30		mg/Kg	1	3/17/2006 3:44:05 PM

Qualifiers:	*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
	E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
	J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
	S	Spike Recovery outside accepted recovery limits		

Hall Environmental Analysis Laboratory

Date: *06-Apr-06*

CLIENT:	Blagg Engineering	**Client Sample ID:**	87' N 48 E @ 14'
Lab Order:	*0603294*	**Collection Date:**	*3/21/2006 7:35:00 AM*
Project:	Mudge LS 9A	**Date Received:**	3/27/2006
Lab ID:	0603294-01	**Matrix:**	SOIL

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RANGE ORGANICS						Analyst: **SCC**
Diesel Range Organics (DRO)	ND	10		mg/Kg	1	3/30/2006 11:28:02 AM
Motor Oil Range Organics (MRO)	ND	50		mg/Kg	1	3/30/2006 11:28:02 AM
Surr: DNOP	92.2	60-124		%REC	1	3/30/2006 11:28:02 AM
EPA METHOD 8015B: GASOLINE RANGE						Analyst: **NSB**
Gasoline Range Organics (GRO)	ND	5.0		mg/Kg	1	3/31/2006 7:09:44 PM
Surr: BFB	102	79-128		%REC	1	3/31/2006 7:09:44 PM
EPA METHOD 8021B: VOLATILES						Analyst: **NSB**
Benzene	ND	0.050		mg/Kg	1	3/31/2006 7:09:44 PM
Toluene	ND	0.050		mg/Kg	1	3/31/2006 7:09:44 PM
Ethylbenzene	ND	0.050		mg/Kg	1	3/31/2006 7:09:44 PM
Xylenes, Total	ND	0.050		mg/Kg	1	3/31/2006 7:09:44 PM
Surr: 4-Bromofluorobenzene	88.4	84.4-117		%REC	1	3/31/2006 7:09:44 PM
EPA METHOD 9056A: ANIONS						Analyst: **MAP**
Chloride	1.5	0.30		mg/Kg	1	3/30/2006 1:13:20 AM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
S	Spike Recovery outside accepted recovery limits		

Hall Environmental Analysis Laboratory

Date: *06-Apr-06*

CLIENT:	Blagg Engineering	**Client Sample ID:**	102' S 72 E @ 18'
Lab Order:	0603294	**Collection Date:**	3/24/2006 9:25:00 AM
Project:	Mudge LS 9A	**Date Received:**	3/27/2006
Lab ID:	0603294-02	**Matrix:**	SOIL

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RANGE ORGANICS						Analyst: **SCC**
Diesel Range Organics (DRO)	47	10		mg/Kg	1	3/30/2006 1:07:41 PM
Motor Oil Range Organics (MRO)	ND	50		mg/Kg	1	3/30/2006 1:07:41 PM
Surr: DNOP	98.9	60-124		%REC	1	3/30/2006 1:07:41 PM
EPA METHOD 8015B: GASOLINE RANGE						Analyst: **NSB**
Gasoline Range Organics (GRO)	10	5.0		mg/Kg	1	4/3/2006 12:33:54 PM
Surr: BFB	195	79-128	S	%REC	1	4/3/2006 12:33:54 PM
EPA METHOD 8021B: VOLATILES						Analyst: **NSB**
Benzene	ND	0.050		mg/Kg	1	4/3/2006 12:33:54 PM
Toluene	0.090	0.050		mg/Kg	1	4/3/2006 12:33:54 PM
Ethylbenzene	0.054	0.050		mg/Kg	1	4/3/2006 12:33:54 PM
Xylenes, Total	0.23	0.050		mg/Kg	1	4/3/2006 12:33:54 PM
Surr: 4-Bromofluorobenzene	105	84.4-117		%REC	1	4/3/2006 12:33:54 PM
EPA METHOD 9056A: ANIONS						Analyst: **MAP**
Chloride	2.2	0.30		mg/Kg	1	3/30/2006 1:30:45 AM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
S	Spike Recovery outside accepted recovery limits		

Hall Environmental Analysis Laboratory

Date: *06-Apr-06*

(F)

CLIENT:	Blagg Engineering	**Client Sample ID:**	30' N 85 E @ 13'
Lab Order:	0603294	**Collection Date:**	3/24/2006 9:50:00 AM
Project:	Mudge LS 9A	**Date Received:**	3/27/2006
Lab ID:	0603294-03	**Matrix:**	SOIL

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RANGE ORGANICS						Analyst: **SCC**
Diesel Range Organics (DRO)	ND	10		mg/Kg	1	3/30/2006 1:40:44 PM
Motor Oil Range Organics (MRO)	ND	50		mg/Kg	1	3/30/2006 1:40:44 PM
Surr: DNOP	95.5	60-124		%REC	1	3/30/2006 1:40:44 PM
EPA METHOD 8015B: GASOLINE RANGE						Analyst: **NSB**
Gasoline Range Organics (GRO)	ND	5.0		mg/Kg	1	3/31/2006 9:11:47 PM
Surr: BFB	102	79-128		%REC	1	3/31/2006 9:11:47 PM
EPA METHOD 8021B: VOLATILES						Analyst: **NSB**
Benzene	ND	0.050		mg/Kg	1	3/31/2006 9:11:47 PM
Toluene	ND	0.050		mg/Kg	1	3/31/2006 9:11:47 PM
Ethylbenzene	ND	0.050		mg/Kg	1	3/31/2006 9:11:47 PM
Xylenes, Total	ND	0.050		mg/Kg	1	3/31/2006 9:11:47 PM
Surr: 4-Bromofluorobenzene	92.6	84.4-117		%REC	1	3/31/2006 9:11:47 PM
EPA METHOD 9056A: ANIONS						Analyst: **MAP**
Chloride	0.85	0.30		mg/Kg	1	4/5/2006 10:25:30 AM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
S	Spike Recovery outside accepted recovery limits		

CHAIN-OF-CUSTODY RECORD

QA / QC Package:
Std ☐ Level 4 ☐
Other:

HALL ENVIRONMENTAL ANALYSIS LABORATORY
4901 Hawkins NE, Suite D
Albuquerque, New Mexico 87109
Tel. 505.345.3975 Fax 505.345.4107
www.hallenvironmental.com

Client: Blagg Engineering
Address: P.O. Box 87
Bloomfield NM
Phone #: 505-632-1199
Fax #:

Project Name: BP-Mudge LS 9A ~~[illegible]~~
Project #:
Project Manager: Jeff Blagg
Sampler: Jeff Blagg
Sample Temperature: /°

Date	Time	Matrix	Sample I.D. No.	Number/Volume	Preservative $HgCl_2$	Preservative HNO_3	Preservative	HEAL No.
3/1/06	1500	SOIL	96'N24W@10' (A)	1-4 oz				603030 -1
"	1510	"	117'N61W@10' (B)	"				-2

ANALYSIS REQUEST

Date	Time	Matrix	Sample I.D. No.	Number/Volume	Preservative $HgCl_2$	Preservative HNO_3	Preservative	HEAL No.	BTEX ~~+ MTBE + TMB's~~ (8021)	BTEX + MTBE + TPH (Gasoline Only)	TPH Method 8015B (Gas/Diesel)	TPH (Method 418.1)	EDB (Method 504.1)	EDC (Method 8021)	8310 (PNA or PAH)	RCRA 8 Metals	Anions ($F, Cl, NO_3, NO_2, PO_4, SO_4$)	8081 Pesticides / PCB's (8082)	8260B (VOA)	8270 (Semi-VOA)	Chloride				Air Bubbles or Headspace (Y or N)
3/1/06	1500	SOIL	96'N24W@10' (A)	1-4 oz				603030 -1	X		X										X				
"	1510	"	117'N61W@10' (B)	"				-2	X		X										X				

Date	Time	Relinquished By: (Signature)	Received By: (Signature)
3/2/06	0700	Jeff Blagg	[illegible] 1605 3/2/06
Date:	Time:	Relinquished By: (Signature)	Received By: (Signature)

Remarks:

1. DEFINITIONS

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

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

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

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

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

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

2. ORDERS

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

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

3. PAYMENT TERMS

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

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

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

4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

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

4.2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance 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 hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

4.3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemist (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgement of HEAL, which deviation, if any will be made on a basis consistent with recognized standards of industry and/ or HEAL'S Standard Operating Procedures.

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

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

5. WARRANTIES, LIABILITY AND INDEMNIFICATION

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

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

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

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

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

5.6 It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, 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.

5.7 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 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL.

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

6. ENTIRE AGREEMENT: SEVERABILITY

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

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

7. AMENDMENTS AND WAIVERS

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

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

8. SAMPLE STORAGE

8.1 Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance. Storage of samples or extracts for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. 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 $25.00 per sample. HEAL reserves the right to return all dibenzodioxins/dibenzofurans to the client.

9. SECTION HEADING

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

10. GOVERNING LAW

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

Hall Environmental Analysis Laboratory

Date: *09-Mar-06*

CLIENT: Blagg Engineering
Work Order: 0603030
Project: BP - Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 300_S

Sample ID: MB-9932	SampType: MBLK	TestCode: 300_S	Units: mg/Kg	Prep Date: 3/6/2006	RunNo: 18487
Client ID: ZZZZZ	Batch ID: 9932	TestNo: E300		Analysis Date: 3/6/2006	SeqNo: 456659

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Chloride	ND	0.30									

Sample ID: LCS-9932	SampType: LCS	TestCode: 300_S	Units: mg/Kg	Prep Date: 3/6/2006	RunNo: 18487
Client ID: ZZZZZ	Batch ID: 9932	TestNo: E300		Analysis Date: 3/6/2006	SeqNo: 456660

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Chloride	13.94	0.30	15	0	92.9	90	110				

3/8

Qualifiers:

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

CLIENT: Blagg Engineering
Work Order: 0603030
Project: BP - Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 8015DRO_S

Sample ID: MB-9912	SampType: MBLK	TestCode: 8015DRO_S	Units: mg/Kg	Prep Date: 3/3/2006	RunNo: 18478
Client ID: ZZZZZ	Batch ID: 9912	TestNo: SW8015		Analysis Date: 3/6/2006	SeqNo: 456401

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	ND	10									
Motor Oil Range Organics (MRO)	ND	50									

Sample ID: LCS-9912	SampType: LCS	TestCode: 8015DRO_S	Units: mg/Kg	Prep Date: 3/3/2006	RunNo: 18478
Client ID: ZZZZZ	Batch ID: 9912	TestNo: SW8015		Analysis Date: 3/6/2006	SeqNo: 456402

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	43.74	10	50	0	87.5	67.4	117				

Sample ID: LCSD-9912	SampType: LCSD	TestCode: 8015DRO_S	Units: mg/Kg	Prep Date: 3/3/2006	RunNo: 18478
Client ID: ZZZZZ	Batch ID: 9912	TestNo: SW8015		Analysis Date: 3/6/2006	SeqNo: 456456

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	45.43	10	50	0	90.9	67.4	117	43.74	3.79	17.4	

Qualifiers:

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

CLIENT: Blagg Engineering
Work Order: 0603030
Project: BP - Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 8015GRO_S

Sample ID: MB-9923	SampType: MBLK	TestCode: 8015GRO_S	Units: mg/Kg	Prep Date: 3/4/2006	RunNo: 18506
Client ID: ZZZZZ	Batch ID: 9923	TestNo: SW8015	(SW5035)	Analysis Date: 3/7/2006	SeqNo: 457043

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	ND	5.0									

Sample ID: LCS-9923	SampType: LCS	TestCode: 8015GRO_S	Units: mg/Kg	Prep Date: 3/4/2006	RunNo: 18506
Client ID: ZZZZZ	Batch ID: 9923	TestNo: SW8015	(SW5035)	Analysis Date: 3/7/2006	SeqNo: 457044

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	21.80	5.0	25	0	87.2	84	120				

Sample ID: 0603030-01A MS	SampType: MS	TestCode: 8015GRO_S	Units: mg/Kg	Prep Date: 3/4/2006	RunNo: 18506
Client ID: 96' N24 W @10'	Batch ID: 9923	TestNo: SW8015	(SW5035)	Analysis Date: 3/7/2006	SeqNo: 457059

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	21.20	5.0	25	0	84.8	84	120				

Sample ID: 0603030-01A MSD	SampType: MSD	TestCode: 8015GRO_S	Units: mg/Kg	Prep Date: 3/4/2006	RunNo: 18506
Client ID: 96' N24 W @10'	Batch ID: 9923	TestNo: SW8015	(SW5035)	Analysis Date: 3/7/2006	SeqNo: 457060

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	22.60	5.0	25	0	90.4	84	120	21.2	6.39	11.6	

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Qualifiers:

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

CLIENT: Blagg Engineering
Work Order: 0603030
Project: BP - Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 8021BTEX_S

Sample ID: MB-9923	SampType: MBLK	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/4/2006	RunNo: 18506
Client ID: ZZZZZ	Batch ID: 9923	TestNo: SW8021	(SW5035)	Analysis Date: 3/7/2006	SeqNo: 457062

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Methyl tert-butyl ether (MTBE)	ND	0.10									
Benzene	ND	0.050									
Toluene	ND	0.050									
Ethylbenzene	ND	0.050									
Xylenes, Total	ND	0.050									

Sample ID: LCS-9923	SampType: LCS	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/4/2006	RunNo: 18506
Client ID: ZZZZZ	Batch ID: 9923	TestNo: SW8021	(SW5035)	Analysis Date: 3/7/2006	SeqNo: 457063

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	0.4423	0.050	0.449	0	98.5	85.6	116				
Toluene	1.628	0.050	1.62	0	101	82.4	120				
Ethylbenzene	0.4961	0.050	0.508	0	97.7	86.4	111				
Xylenes, Total	1.437	0.050	1.48	0	97.1	78.4	125				

Sample ID: 0603030-01A MS	SampType: MS	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/4/2006	RunNo: 18506
Client ID: 96' N24 W @10'	Batch ID: 9923	TestNo: SW8021	(SW5035)	Analysis Date: 3/7/2006	SeqNo: 457078

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	0.4184	0.050	0.449	0	93.2	85.6	116				
Toluene	1.569	0.050	1.62	0	96.9	82.4	120				
Ethylbenzene	0.4792	0.050	0.508	0	94.3	86.4	111				
Xylenes, Total	1.392	0.050	1.48	0	94.1	78.4	125				

Sample ID: 0603030-01A MSD	SampType: MSD	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/4/2006	RunNo: 18506
Client ID: 96' N24 W @10'	Batch ID: 9923	TestNo: SW8021	(SW5035)	Analysis Date: 3/7/2006	SeqNo: 457079

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	0.4388	0.050	0.449	0	97.7	85.6	116	0.4184	4.76	27	
Toluene	1.646	0.050	1.62	0	102	82.4	120	1.569	4.77	19	

Qualifiers:

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

CLIENT: Blagg Engineering
Work Order: 0603030
Project: BP - Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 8021BTEX_S

Sample ID: 0603030-01A MSD	SampType: MSD	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/4/2006	RunNo: 18506
Client ID: 96' N24 W @10'	Batch ID: 9923	TestNo: SW8021	(SW5035)	Analysis Date: 3/7/2006	SeqNo: 457079

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Ethylbenzene	0.5035	0.050	0.508	0	99.1	86.4	111	0.4792	4.95	10	
Xylenes, Total	1.453	0.050	1.48	0	98.2	78.4	125	1.392	4.29	13	

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Qualifiers:

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

Hall Environmental Analysis Laboratory

Sample Receipt Checklist

Client Name BLAGG | Date and Time Received: 3/2/2006

Work Order Number 0603030 | Received by LMM

Checklist completed by Lisa Hollrah (Signature) 3/2/06 (Date)

Matrix | Carrier name Greyhound

Shipping container/cooler in good condition?	Yes ☑	No ☐	Not Present ☐	
Custody seals intact on shipping container/cooler?	Yes ☑	No ☐	Not Present ☐	Not Shipped ☐
Custody seals intact on sample bottles?	Yes ☐	No ☑	N/A ☐	
Chain of custody present?	Yes ☑	No ☐		
Chain of custody signed when relinquished and received?	Yes ☑	No ☐		
Chain of custody agrees with sample labels?	Yes ☑	No ☐		
Samples in proper container/bottle?	Yes ☑	No ☐		
Sample containers intact?	Yes ☑	No ☐		
Sufficient sample volume for indicated test?	Yes ☑	No ☐		
All samples received within holding time?	Yes ☑	No ☐		
Water - VOA vials have zero headspace?	No VOA vials submitted ☑	Yes ☐	No ☐	
Water - pH acceptable upon receipt?	Yes ☐	No ☐	N/A ☑	
Container/Temp Blank temperature?	1°	*4° C ± 2 Acceptable* If given sufficient time to cool.		

COMMENTS:

Client contacted | Date contacted: | Person contacted

Contacted by: | Regarding

Comments:

Corrective Action

CHAIN-OF-CUSTODY RECORD

QA / QC Package:
Std ☐ Level 4 ☐
Other: _____

HALL ENVIRONMENTAL ANALYSIS LABORATORY
4901 Hawkins NE, Suite D
Albuquerque, New Mexico 87109
Tel. 505.345.3975 Fax 505.345.4107
www.hallenvironmental.com

Client: Blagg Engineering Inc
Address: P.O. Box 87 Bloomfield NM
Phone #: 505-632-1199
Fax #:

Project Name: Mudge LS 9A
Project #:
Project Manager: Jeff Blagg
Sampler: Jeff Blagg
Sample Temperature: 20

ANALYSIS REQUEST

Date	Time	Matrix	Sample I.D. No.	Number/Volume	Preservative $HgCl_2$	Preservative HNO_3	Preservative	HEAL No.	BTEX ~~+ MTBE + TMB's~~ (8021)	BTEX + MTBE + TPH (Gasoline Only)	TPH Method 8015B (Gas/Diesel)	TPH (Method 418.1)	EDB (Method 504.1)	EDC (Method 8021)	8310 (PNA or PAH)	RCRA 8 Metals	Anions (F, Cl, NO_3, NO_2, PO_4, SO_4)	8081 Pesticides / PCB's (8082)	8260B (VOA)	8270 (Semi-VOA)	Chloride				Air Bubbles or Headspace (Y or N)
3/7/06	1130	Soil	25' Due West @ 19' (C)	1-40z				603163-1	X		X										X				

Date	Time	Relinquished By: (Signature)	Received By: (Signature)
3/13/06	0700		0855 3/14/06
Date:	Time:	Relinquished By: (Signature)	Received By: (Signature)

Remarks:

1. DEFINITIONS

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

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

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

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

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

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

2. ORDERS

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

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

3. PAYMENT TERMS

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

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

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

4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

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

4.2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance 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 hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

4.3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemist (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgement of HEAL, which deviation, if any will be made on a basis consistent with recognized standards of industry and/ or HEAL'S Standard Operating Procedures.

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

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

5. WARRANTIES, LIABILITY AND INDEMNIFICATION

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

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

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

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

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

5.6 It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, 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.

5.7 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 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL.

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

6. ENTIRE AGREEMENT: SEVERABILITY

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

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

7. AMENDMENTS AND WAIVERS

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

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

8. SAMPLE STORAGE

8.1 Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance. Storage of samples or extracts for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. 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 $25.00 per sample. HEAL reserves the right to return all dibenzodioxins/dibenzofurans to the client.

9. SECTION HEADING

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

10. GOVERNING LAW

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

Hall Environmental Analysis Laboratory

Date: *22-Mar-06*

CLIENT: Blagg Engineering
Work Order: 0603163
Project: Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 300_S

Sample ID: **MB-10008**	SampType: **MBLK**	TestCode: **300_S**	Units: **mg/Kg**	Prep Date: **3/17/2006**	RunNo: **18635**
Client ID: **ZZZZZ**	Batch ID: **10008**	TestNo: **E300**		Analysis Date: **3/17/2006**	SeqNo: **462597**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Chloride	ND	0.30									

Sample ID: **LCS-10008**	SampType: **LCS**	TestCode: **300_S**	Units: **mg/Kg**	Prep Date: **3/17/2006**	RunNo: **18635**
Client ID: **ZZZZZ**	Batch ID: **10008**	TestNo: **E300**		Analysis Date: **3/17/2006**	SeqNo: **462600**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Chloride	15.21	0.30	15	0	101	90	110				

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Qualifiers:

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

CLIENT: Blagg Engineering
Work Order: 0603163
Project: Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 8015DRO_S

Sample ID: MB-10006	SampType: MBLK	TestCode: 8015DRO_S	Units: mg/Kg	Prep Date: 3/17/2006	RunNo: 18637
Client ID: ZZZZZ	Batch ID: 10006	TestNo: SW8015		Analysis Date: 3/17/2006	SeqNo: 462622

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	ND	10									
Motor Oil Range Organics (MRO)	ND	50									

Sample ID: LCS-10006	SampType: LCS	TestCode: 8015DRO_S	Units: mg/Kg	Prep Date: 3/17/2006	RunNo: 18637
Client ID: ZZZZZ	Batch ID: 10006	TestNo: SW8015		Analysis Date: 3/17/2006	SeqNo: 462623

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	42.35	10	50	0	84.7	67.4	117				

Sample ID: LCSD-10006	SampType: LCSD	TestCode: 8015DRO_S	Units: mg/Kg	Prep Date: 3/17/2006	RunNo: 18637
Client ID: ZZZZZ	Batch ID: 10006	TestNo: SW8015		Analysis Date: 3/17/2006	SeqNo: 462624

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	43.57	10	50	0	87.1	67.4	117	42.35	2.86	17.4	

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Qualifiers:

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

CLIENT: Blagg Engineering
Work Order: 0603163
Project: Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 8015GRO_S

Sample ID: MB-9980	SampType: MBLK	TestCode: 8015GRO_S	Units: mg/Kg	Prep Date: 3/14/2006	RunNo: 18582
Client ID: ZZZZZ	Batch ID: 9980	TestNo: SW8015	(SW5035)	Analysis Date: 3/15/2006	SeqNo: 460733

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	ND	5.0									

Sample ID: LCS-9980	SampType: LCS	TestCode: 8015GRO_S	Units: mg/Kg	Prep Date: 3/14/2006	RunNo: 18582
Client ID: ZZZZZ	Batch ID: 9980	TestNo: SW8015	(SW5035)	Analysis Date: 3/15/2006	SeqNo: 460734

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	23.00	5.0	25	0	92.0	84	120				

Sample ID: LCSD-9980	SampType: LCSD	TestCode: 8015GRO_S	Units: mg/Kg	Prep Date: 3/14/2006	RunNo: 18582
Client ID: ZZZZZ	Batch ID: 9980	TestNo: SW8015	(SW5035)	Analysis Date: 3/15/2006	SeqNo: 460735

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	24.60	5.0	25	0	98.4	84	120	23	6.72	11.6	

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Qualifiers:

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

CLIENT: Blagg Engineering
Work Order: 0603163
Project: Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 8021BTEX_S

Sample ID: MB-9980	SampType: MBLK	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/14/2006	RunNo: 18582
Client ID: ZZZZZ	Batch ID: 9980	TestNo: SW8021	(SW5035)	Analysis Date: 3/15/2006	SeqNo: 460854

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	ND	0.050									
Toluene	ND	0.050									
Ethylbenzene	ND	0.050									
Xylenes, Total	ND	0.050									

Sample ID: LCS-9980	SampType: LCS	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/14/2006	RunNo: 18582
Client ID: ZZZZZ	Batch ID: 9980	TestNo: SW8021	(SW5035)	Analysis Date: 3/15/2006	SeqNo: 460855

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	0.3586	0.050	0.352	0	102	85.6	116				
Toluene	1.602	0.050	1.62	0.0132	98.1	82.4	120				
Ethylbenzene	0.3542	0.050	0.356	0	99.5	86.4	111				
Xylenes, Total	1.775	0.050	1.8	0	98.6	78.4	125				

Sample ID: LCSD-9980	SampType: LCSD	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/14/2006	RunNo: 18582
Client ID: ZZZZZ	Batch ID: 9980	TestNo: SW8021	(SW5035)	Analysis Date: 3/15/2006	SeqNo: 460856

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	0.3632	0.050	0.352	0	103	85.6	116	0.3586	1.27	27	
Toluene	1.638	0.050	1.62	0.0132	100	82.4	120	1.602	2.19	19	
Ethylbenzene	0.3601	0.050	0.356	0	101	86.4	111	0.3542	1.65	10	
Xylenes, Total	1.802	0.050	1.8	0	100	78.4	125	1.775	1.51	13	

Qualifiers:

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

Hall Environmental Analysis Laboratory

Sample Receipt Checklist

Client Name BLAGG | Date and Time Received: 3/14/2006

Work Order Number 0603163 | Received by AT

Checklist completed by _____ Signature _____ Date 3/14/06

Matrix | Carrier name Greyhound

Shipping container/cooler in good condition?		Yes ☑		No ☐		Not Present ☐	
Custody seals intact on shipping container/cooler?		Yes ☑		No ☐		Not Present ☐	Not Shipped ☐
Custody seals intact on sample bottles?		Yes ☐		No ☑		N/A ☐	
Chain of custody present?		Yes ☑		No ☐			
Chain of custody signed when relinquished and received?		Yes ☑		No ☐			
Chain of custody agrees with sample labels?		Yes ☑		No ☐			
Samples in proper container/bottle?		Yes ☑		No ☐			
Sample containers intact?		Yes ☑		No ☐			
Sufficient sample volume for indicated test?		Yes ☑		No ☐			
All samples received within holding time?		Yes ☑		No ☐			
Water - VOA vials have zero headspace?	No VOA vials submitted	☑		Yes ☐		No ☐	
Water - pH acceptable upon receipt?		Yes ☐		No ☐		N/A ☑	

Container/Temp Blank temperature? **2°** *4° C ± 2 Acceptable* If given sufficient time to cool.

COMMENTS:

Client contacted _____ Date contacted: _____ Person contacted _____

Contacted by: _____ Regarding _____

Comments: _____

Corrective Action _____

CHAIN-OF-CUSTODY RECORD

HALL ENVIRONMENTAL ANALYSIS LABORATORY
4901 Hawkins NE, Suite D
Albuquerque, New Mexico 87109
Tel. 505.345.3975 Fax 505.345.4107
www.hallenvironmental.com

QA / QC Package: Std ☐ Level 4 ☐

Other:

Client: BLAGG ENGINEERING, INC.

Address: P.O. Box 87
Bloomfield, NM 87413

Phone #: 505-632-1199

Fax #:

Project Name: MUDGE LS 9A

Project #:

Project Manager: JEFF BLAGG

Sampler: JEFF BLAGG

Sample Temperature: 5°

Date	Time	Matrix	Sample I.D. No.	Number/Volume	Preservative: HgCl$_2$	Preservative: HNO$_3$	Preservative	HEAL No.
3/24/06	0735	SOIL	87' N48E @ 14' (D)	1 - 4 oz				0603294-1
3/24/06	0925	"	102' S72E @ 18' (E)	"				-2
3/24/06	0950	"	30' N85E @ 13' (F)	"				-3

ANALYSIS REQUEST

HEAL No.	BTEX ~~+ MTBE + TMB's~~ (8021)	BTEX + MTBE + TPH (Gasoline Only)	TPH Method 8015B (Gas/Diesel)	TPH (Method 418.1)	EDB (Method 504.1)	EDC (Method 8021)	8310 (PNA or PAH)	RCRA 8 Metals	Anions (F, Cl, NO_3, NO_2, PO_4, SO_4)	8081 Pesticides / PCB's (8082)	8260B (VOA)	8270 (Semi-VOA)	CHLORIDE				Air Bubbles or Headspace (Y or N)
0603294-1	X		+										X				
-2	X		X										X				
-3	X		X										X				

Date	Time	Relinquished By: (Signature)	Received By: (Signature)
3/24/06	1700	Jeff Blagg	[signature] 1551 3/27/06
Date:	Time:	Relinquished By: (Signature)	Received By: (Signature)

Remarks:

1. DEFINITIONS

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

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

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

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

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

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

2. ORDERS

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

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

3. PAYMENT TERMS

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

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

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

4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

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

4.2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance 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 hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

4.3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemist (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgement of HEAL, which deviation, if any will be made on a basis consistent with recognized standards of industry and/ or HEAL'S Standard Operating Procedures.

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

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

5. WARRANTIES, LIABILITY AND INDEMNIFICATION

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

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

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

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

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

5.6 It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, 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.

5.7 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 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL

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

6. ENTIRE AGREEMENT: SEVERABILITY

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

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

7. AMENDMENTS AND WAIVERS

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

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

8. SAMPLE STORAGE

8.1 Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance Storage of samples or extracts for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. 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 $25.00 per sample. HEAL reserves the right to return all dibenzodioxins/dibenzofurans to the client.

9. SECTION HEADING

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

10. GOVERNING LAW

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

CLIENT: Blagg Engineering
Work Order: 0603294
Project: Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 300_S

Sample ID: MB-10063	SampType: MBLK	TestCode: 300_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18764
Client ID: ZZZZZ	Batch ID: 10063	TestNo: E300		Analysis Date: 3/30/2006	SeqNo: 465885

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Chloride	ND	0.30									

Sample ID: LCS-10063	SampType: LCS	TestCode: 300_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18764
Client ID: ZZZZZ	Batch ID: 10063	TestNo: E300		Analysis Date: 3/30/2006	SeqNo: 465886

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Chloride	14.06	0.30	15	0	93.8	90	110				

5 / 10

Qualifiers:

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

CLIENT: Blagg Engineering
Work Order: 0603294
Project: Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 8015DRO_S

Sample ID: MB-10070	SampType: MBLK	TestCode: 8015DRO_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18761
Client ID: ZZZZZ	Batch ID: 10070	TestNo: SW8015		Analysis Date: 3/30/2006	SeqNo: 465832

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	ND	10									
Motor Oil Range Organics (MRO)	ND	50									

Sample ID: LCS-10070	SampType: LCS	TestCode: 8015DRO_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18761
Client ID: ZZZZZ	Batch ID: 10070	TestNo: SW8015		Analysis Date: 3/30/2006	SeqNo: 465919

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	35.59	10	50	0	71.2	67.4	117				

Sample ID: LCSD-10070	SampType: LCSD	TestCode: 8015DRO_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18761
Client ID: ZZZZZ	Batch ID: 10070	TestNo: SW8015		Analysis Date: 3/30/2006	SeqNo: 465920

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	39.35	10	50	0	78.7	67.4	117	35.59	10.0	17.4	

Sample ID: 0603294-01AMS	SampType: MS	TestCode: 8015DRO_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18761
Client ID: 87' N 48 E @ 14'	Batch ID: 10070	TestNo: SW8015		Analysis Date: 3/30/2006	SeqNo: 465922

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	46.10	10	50	0	92.2	67.4	117				

Sample ID: 0603294-01AMSD	SampType: MSD	TestCode: 8015DRO_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18761
Client ID: 87' N 48 E @ 14'	Batch ID: 10070	TestNo: SW8015		Analysis Date: 3/30/2006	SeqNo: 465927

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Diesel Range Organics (DRO)	44.00	10	50	0	88.0	67.4	117	46.1	4.67	17.4	

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

CLIENT: Blagg Engineering
Work Order: 0603294
Project: Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 8015GRO_S

Sample ID: MB-10076	SampType: MBLK	TestCode: 8015GRO_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18794
Client ID: ZZZZZ	Batch ID: 10076	TestNo: SW8015	(SW5035)	Analysis Date: 3/31/2006	SeqNo: 466459

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	ND	5.0									

Sample ID: LCS-10076	SampType: LCS	TestCode: 8015GRO_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18794
Client ID: ZZZZZ	Batch ID: 10076	TestNo: SW8015	(SW5035)	Analysis Date: 3/31/2006	SeqNo: 466460

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	24.40	5.0	25	0	97.6	84	120				

Sample ID: 0603294-01A MS	SampType: MS	TestCode: 8015GRO_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18794
Client ID: 87' N 48 E @ 14'	Batch ID: 10076	TestNo: SW8015	(SW5035)	Analysis Date: 3/31/2006	SeqNo: 466464

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	23.60	5.0	25	0	94.4	84	120				

Sample ID: 0603294-01A MSD	SampType: MSD	TestCode: 8015GRO_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18794
Client ID: 87' N 48 E @ 14'	Batch ID: 10076	TestNo: SW8015	(SW5035)	Analysis Date: 3/31/2006	SeqNo: 466465

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	22.90	5.0	25	0	91.6	84	120	23.6	3.01	11.6	

7110

Qualifiers:

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

CLIENT: Blagg Engineering
Work Order: 0603294
Project: Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 8021BTEX_S

Sample ID: MB-10076	SampType: MBLK	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18794
Client ID: ZZZZZ	Batch ID: 10076	TestNo: SW8021	(SW5035)	Analysis Date: 3/31/2006	SeqNo: 466478

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	ND	0.050									
Toluene	ND	0.050									
Ethylbenzene	ND	0.050									
Xylenes, Total	ND	0.050									

Sample ID: LCS-10076	SampType: LCS	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18794
Client ID: ZZZZZ	Batch ID: 10076	TestNo: SW8021	(SW5035)	Analysis Date: 3/31/2006	SeqNo: 466479

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	0.3246	0.050	0.352	0	92.2	85.6	116				
Toluene	1.817	0.050	1.62	0	112	82.4	120				
Ethylbenzene	0.4371	0.050	0.41	0	107	86.4	111				
Xylenes, Total	2.186	0.050	1.8	0	121	78.4	125				

Sample ID: 0603294-01A MS	SampType: MS	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18794
Client ID: 87' N 48 E @ 14'	Batch ID: 10076	TestNo: SW8021	(SW5035)	Analysis Date: 3/31/2006	SeqNo: 466484

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	0.3242	0.050	0.352	0	92.1	85.6	116				
Toluene	1.739	0.050	1.62	0	107	82.4	120				
Ethylbenzene	0.4220	0.050	0.41	0	103	86.4	111				
Xylenes, Total	2.124	0.050	1.8	0	118	78.4	125				

Sample ID: 0603294-01A MSD	SampType: MSD	TestCode: 8021BTEX_S	Units: mg/Kg	Prep Date: 3/28/2006	RunNo: 18794
Client ID: 87' N 48 E @ 14'	Batch ID: 10076	TestNo: SW8021	(SW5035)	Analysis Date: 3/31/2006	SeqNo: 466485

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	0.3212	0.050	0.352	0	91.2	85.6	116	0.3242	0.930	27	
Toluene	1.700	0.050	1.62	0	105	82.4	120	1.739	2.27	19	
Ethylbenzene	0.4177	0.050	0.41	0	102	86.4	111	0.422	1.02	10	

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

CLIENT: Blagg Engineering
Work Order: 0603294
Project: Mudge LS 9A

ANALYTICAL QC SUMMARY REPORT

TestCode: 8021BTEX_S

Sample ID: **0603294-01A MSD**	SampType: **MSD**	TestCode: **8021BTEX_S**	Units: **mg/Kg**	Prep Date: **3/28/2006**	RunNo: **18794**
Client ID: **87' N 48 E @ 14'**	Batch ID: **10076**	TestNo: **SW8021**	**(SW5035)**	Analysis Date: **3/31/2006**	SeqNo: **466485**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Xylenes, Total	2.121	0.050	1.8	0	118	78.4	125	2.124	0.132	13	

9/10

Qualifiers:

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

Hall Environmental Analysis Laboratory

Sample Receipt Checklist

Client Name BLAGG | Date and Time Received: 3/27/2006

Work Order Number 0603294 | Received by AT

Checklist completed by _____ 3/27/06
Signature | Date

Matrix | Carrier name Greyhound

Shipping container/cooler in good condition?	Yes ☑	No ☐	Not Present ☐	
Custody seals intact on shipping container/cooler?	Yes ☑	No ☐	Not Present ☐	Not Shipped ☐
Custody seals intact on sample bottles?	Yes ☐	No ☑	N/A ☐	
Chain of custody present?	Yes ☑	No ☐		
Chain of custody signed when relinquished and received?	Yes ☑	No ☐		
Chain of custody agrees with sample labels?	Yes ☑	No ☐		
Samples in proper container/bottle?	Yes ☑	No ☐		
Sample containers intact?	Yes ☑	No ☐		
Sufficient sample volume for indicated test?	Yes ☑	No ☐		
All samples received within holding time?	Yes ☑	No ☐		
Water - VOA vials have zero headspace?	No VOA vials submitted ☑	Yes ☐	No ☐	
Water - pH acceptable upon receipt?	Yes ☐	No ☐	N/A ☑	
Container/Temp Blank temperature?	3°	*4° C ± 2 Acceptable* If given sufficient time to cool.		

COMMENTS:

Client contacted _____ Date contacted: _____ Person contacted _____

Contacted by: _____ Regarding _____

Comments: _____

Corrective Action _____

Hall Environmental Analysis Laboratory

Date: *06-Apr-06*

CLIENT: Blagg Engineering
Project: Mudge LS 9A
Lab Order: 0603294

CASE NARRATIVE

Analytical Comments for METHOD 8015GRO_S, SAMPLE 0603294-02A: Elevated surrogate due to matrix interference.

Hall Environmental Analysis Laboratory, Inc.

Date: *22-Aug-06*

CLIENT: Blagg Engineering
Project: Mudge LS #9A
Lab Order: 0608166

Lab ID: 0608166-01 **Collection Date:** 8/10/2006 11:25:00 AM
Client Sample ID: MW #1 **Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8021B: VOLATILES						Analyst: NSB
Benzene	44	5.0		µg/L	5	8/18/2006 2:03:23 PM
Toluene	ND	5.0		µg/L	5	8/18/2006 2:03:23 PM
Ethylbenzene	230	5.0		µg/L	5	8/18/2006 2:03:23 PM
Xylenes, Total	670	15		µg/L	5	8/18/2006 2:03:23 PM
Surr: 4-Bromofluorobenzene	88.8	72.2-125		%REC	5	8/18/2006 2:03:23 PM

Lab ID: 0608166-02 **Collection Date:** 8/10/2006 10:35:00 AM
Client Sample ID: MW #2 **Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8021B: VOLATILES						Analyst: NSB
Benzene	ND	1.0		µg/L	1	8/16/2006 3:14:46 PM
Toluene	ND	1.0		µg/L	1	8/16/2006 3:14:46 PM
Ethylbenzene	ND	1.0		µg/L	1	8/16/2006 3:14:46 PM
Xylenes, Total	ND	3.0		µg/L	1	8/16/2006 3:14:46 PM
Surr: 4-Bromofluorobenzene	110	72.2-125		%REC	1	8/16/2006 3:14:46 PM

Lab ID: 0608166-03 **Collection Date:** 8/10/2006 9:50:00 AM
Client Sample ID: MW #3 **Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8021B: VOLATILES						Analyst: NSB
Benzene	ND	1.0		µg/L	1	8/16/2006 3:43:48 PM
Toluene	ND	1.0		µg/L	1	8/16/2006 3:43:48 PM
Ethylbenzene	ND	1.0		µg/L	1	8/16/2006 3:43:48 PM
Xylenes, Total	ND	3.0		µg/L	1	8/16/2006 3:43:48 PM
Surr: 4-Bromofluorobenzene	105	72.2-125		%REC	1	8/16/2006 3:43:48 PM

Qualifiers:

- * Value exceeds Maximum Contaminant Level
- E Value above quantitation range
- J Analyte detected below quantitation limits
- S Spike Recovery outside accepted recovery limits
- B Analyte detected in the associated Method Blank
- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit

BLAGG ENGINEERING, INC.

MONITOR WELL DEVELOPMENT & / OR SAMPLING DATA

CLIENT : BP AMERICA PROD. CO.

CHAIN-OF-CUSTODY # : _____

MUDGE LS # 9A
UNIT O, SEC. 3, T31N, R11W

LABORATORY (S) USED : _____

Date : **August 10, 2006**

SAMPLER : _____

Filename : **08-10-06.WK4**

PROJECT MANAGER : J C B

WELL #	WELL ELEV. (ft)	WATER ELEV. (ft)	DEPTH TO WATER (ft)	TOTAL DEPTH (ft)	SAMPLING TIME	pH	CONDUCT (umhos)	TEMP. (celcius)	VOLUME PURGED (gal.)
1	101.82	81.73	20.09	30.30	1125	7.08	4,800	21.5	5.00
2	101.59	85.87	15.72	30.00	1035	7.00	4,300	21.6	7.00
3	100.20	82.33	17.87	30.00	0950	7.06	4,700	22.1	6.00
					INSTRUMENT CALIBRATIONS =	7.00	2,800		
					DATE & TIME =	08/09/06	0945		

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 all MW's. MW # 1 - blackish in appearance with HC odor detected physically, MW # 2 & # 3 - murky brown in appearance with no apparent HC odor detected physically. Collected samples from all MW's for BTEX & major anions / cations analyzes.

Top of casings : MW # 1 ~ 3.00 ft., MW # 2 ~ 2.20 ft., MW # 3 ~ 2.00 ft. above grade.

ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

CATION / ANION ANALYSIS

Client:	Blagg / BP	Project #:	94034-010
Sample ID:	MW #1	Date Reported:	08-14-06
Laboratory Number:	38133	Date Sampled:	08-10-06
Chain of Custody:	14672	Date Received:	08-10-06
Sample Matrix:	Water	Date Extracted:	N/A
Preservative:	Cool	Date Analyzed:	08-11-06
Condition:	Cool & Intact		

Parameter	Analytical Result	Units		
pH	**7.10**	s.u.		
Conductivity @ 25° C	**6,000**	umhos/cm		
Total Dissolved Solids @ 180C	**5,250**	mg/L		
Total Dissolved Solids (Calc)	**5,010**	mg/L		
SAR	**15.0**	ratio		
Total Alkalinity as CaCO3	**680**	mg/L		
Total Hardness as CaCO3	**1,200**	mg/L		
Bicarbonate as HCO3	**680**	mg/L	11.15	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	**0.70**	mg/L	0.01	meq/L
Nitrite Nitrogen	**0.030**	mg/L	0.00	meq/L
Chloride	**69.2**	mg/L	1.95	meq/L
Fluoride	**1.05**	mg/L	0.06	meq/L
Phosphate	**6.80**	mg/L	0.21	meq/L
Sulfate	**2,900**	mg/L	60.38	meq/L
Iron	**0.072**	mg/L	0.00	meq/L
Calcium	**416**	mg/L	20.76	meq/L
Magnesium	**25.9**	mg/L	2.13	meq/L
Potassium	**4.67**	mg/L	0.12	meq/L
Sodium	**1,170**	mg/L	50.90	meq/L
Cations			73.90	meq/L
Anions			73.76	meq/L
Cation/Anion Difference			**0.20%**	

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: **Mudge LS #9A Grab Sample.**

Christine M Walters
Analyst

Review

5796 U.S. Highway 64 • Farmington, NM 87401 • Tel 505 • 632 • 0615 • Fax 505 • 632 • 1865

ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

CATION / ANION ANALYSIS

Client:	Blagg / BP	Project #:	94034-010
Sample ID:	MW #2	Date Reported:	08-14-06
Laboratory Number:	38134	Date Sampled:	08-10-06
Chain of Custody:	14672	Date Received:	08-10-06
Sample Matrix:	Water	Date Extracted:	N/A
Preservative:	Cool	Date Analyzed:	08-11-06
Condition:	Cool & Intact		

Parameter	Analytical Result	Units		
pH	**7.03**	s.u.		
Conductivity @ 25° C	**5,420**	umhos/cm		
Total Dissolved Solids @ 180C	**4,680**	mg/L		
Total Dissolved Solids (Calc)	**4,670**	mg/L		
SAR	**14.0**	ratio		
Total Alkalinity as CaCO3	**360**	mg/L		
Total Hardness as CaCO3	**1,090**	mg/L		
Bicarbonate as HCO3	**360**	mg/L	5.90	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	**0.006**	mg/L	0.00	meq/L
Chloride	**48.0**	mg/L	1.35	meq/L
Fluoride	**1.72**	mg/L	0.09	meq/L
Phosphate	**<0.1**	mg/L	0.00	meq/L
Sulfate	**2,920**	mg/L	60.79	meq/L
Iron	**0.003**	mg/L	0.00	meq/L
Calcium	**384**	mg/L	19.16	meq/L
Magnesium	**32.2**	mg/L	2.65	meq/L
Potassium	**5.03**	mg/L	0.13	meq/L
Sodium	**1,060**	mg/L	46.11	meq/L
Cations			68.05	meq/L
Anions			68.14	meq/L
Cation/Anion Difference			**0.13%**	

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: **Mudge LS #9A Grab Sample.**

Christine M Walters
Analyst

Review

5796 U.S. Highway 64 • Farmington, NM 87401 • Tel 505 • 632 • 0615 • Fax 505 • 632 • 1865

ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

CATION / ANION ANALYSIS

Client:	Blagg / BP	Project #:	94034-010
Sample ID:	MW #3	Date Reported:	08-14-06
Laboratory Number:	38135	Date Sampled:	08-10-06
Chain of Custody:	14672	Date Received:	08-10-06
Sample Matrix:	Water	Date Extracted:	N/A
Preservative:	Cool	Date Analyzed:	08-11-06
Condition:	Cool & Intact		

Parameter	Analytical Result	Units		
pH	**7.06**	s.u.		
Conductivity @ 25° C	**6,260**	umhos/cm		
Total Dissolved Solids @ 180C	**5,500**	mg/L		
Total Dissolved Solids (Calc)	**5,120**	mg/L		
SAR	**14.1**	ratio		
Total Alkalinity as CaCO3	**480**	mg/L		
Total Hardness as CaCO3	**1,260**	mg/L		
Bicarbonate as HCO3	**480**	mg/L	7.87	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	**0.005**	mg/L	0.00	meq/L
Chloride	**76.0**	mg/L	2.14	meq/L
Fluoride	**1.56**	mg/L	0.08	meq/L
Phosphate	**<0.1**	mg/L	0.00	meq/L
Sulfate	**3,130**	mg/L	65.17	meq/L
Iron	**0.005**	mg/L	0.00	meq/L
Calcium	**421**	mg/L	21.01	meq/L
Magnesium	**50.8**	mg/L	4.18	meq/L
Potassium	**3.90**	mg/L	0.10	meq/L
Sodium	**1,150**	mg/L	50.03	meq/L
Cations			75.31	meq/L
Anions			75.26	meq/L
Cation/Anion Difference			**0.07%**	

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: **Mudge LS #9A Grab Sample.**

Christine M Walters
Analyst

Review

5796 U.S. Highway 64 • Farmington, NM 87401 • Tel 505 • 632 • 0615 • Fax 505 • 632 • 1865

14672

CHAIN OF CUSTODY RECORD

Client / Project Name	Project Location	ANALYSIS / PARAMETERS
BLAGG / BP	MUDGE LS #9A	
Sampler: NV	Client No. 94034-010	

Sample No./ Identification	Sample Date	Sample Time	Lab Number	Sample Matrix	No. of Containers		MAJOR ANIONS/ CATIONS					Remarks
												PRESERVED COOL
												GRAB SAMPLES
MW #1	8/10/06	1125	38133	WATER	1		✓					
MW #2	8/10/06	1035	38134	WATER	1		✓					
MW #3	8/10/06	0950	38135	WATER	1		✓					

Relinquished by: (Signature)	Date	Time	Received by: (Signature)	Date	Time
	8/10/06	1358		8/10/06	1358
Relinquished by: (Signature)			Received by: (Signature)		
Relinquished by: (Signature)			Received by: (Signature)		

ENVIROTECH INC.

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

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

CHAIN-OF-CUSTODY RECORD

QA / QC Package:
Std ☐ Level 4 ☐
Other:

HALL ENVIRONMENTAL ANALYSIS LABORATORY
4901 Hawkins NE, Suite D
Albuquerque, New Mexico 87109
Tel. 505.345.3975 Fax 505.345.4107
www.hallenvironmental.com

Client: BLAGG ENER. / BP AMERICA
Address: P.O. BOX 87, BLFD, NM 87413
Phone #: 632-1199
Fax #:

Project Name: MUDGE LS # 9A
Project #: 7N
Project Manager: TCB
Sampler: NV
Sample Temperature:

Date	Time	Matrix	Sample I.D. No.	Number/Volume	Preservative $HgCl_2$	Preservative HNO_3	Preservative	HEAL No.
8/10/06	1125	WATER	MW #1	2-40ml	✓			
8/10/06	1235	WATER	MW #2	2-40ml	✓			
8/10/06	0950	WATER	MW #3	2-40ml	✓			

ANALYSIS REQUEST

(BTEX + MTBE + TMB's (8021B))	BTEX + MTBE + TPH (Gasoline Only)	TPH Method 8015B (Gas/Diesel)	TPH (Method 418.1)	EDB (Method 504.1)	EDC (Method 8021)	8310 (PNA or PAH)	RCRA 8 Metals	Anions ($F, Cl, NO_3, NO_2, PO_4, SO_4$)	8081 Pesticides / PCB's (8082)	8260B (VOA)	8270 (Semi-VOA)					Air Bubbles or Headspace (Y or N)
✓																
✓																
✓																

Date	Time	Relinquished By: (Signature)	Received By: (Signature)
8/11/06	0815		

Remarks:

1. DEFINITIONS

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

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

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

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

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

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

2. ORDERS

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

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

3. PAYMENT TERMS

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

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

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

4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

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

4.2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance 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 hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

4.3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemist (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgement of HEAL, which deviation, if any will be made on a basis consistent with recognized standards of industry and/ or HEAL'S Standard Operating Procedures.

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

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

5. WARRANTIES, LIABILITY AND INDEMNIFICATION

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

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

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

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

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

5.6 It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, 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.

5.7 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 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL

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

6. ENTIRE AGREEMENT: SEVERABILITY

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

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

7. AMENDMENTS AND WAIVERS

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

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

8. SAMPLE STORAGE

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

9. SECTION HEADING

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

10. GOVERNING LAW

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

HALL
ENVIRONMENTAL
ANALYSIS
LABORATORY

COVER LETTER

Tuesday, August 22, 2006

Jeff Blagg
Blagg Engineering
P. O. Box 87
Bloomfield, NM 87413

TEL: (505) 632-1199
FAX (505) 632-3903

RE: Mudge LS #9A

Order No.: 0608166

Dear Jeff Blagg:

Hall Environmental Analysis Laboratory, Inc. received 3 sample(s) on 8/11/2006 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent.

Reporting limits are determined by EPA methodology. No determination of compounds below these (denoted by the ND or < sign) has been made.

Please don't hesitate to contact HEAL for any additional information or clarifications.

Sincerely,

Andy Freeman, Business Manager
Nancy McDuffie, Laboratory Manager

AZ license # AZ0682
ORELAP Lab # NM100001

Hall Environmental Analysis Laboratory, Inc.

Date: *22-Aug-06*

CLIENT: Blagg Engineering
Project: Mudge LS #9A
Lab Order: 0608166

Lab ID: 0608166-01 **Collection Date:** 8/10/2006 11:25:00 AM
Client Sample ID: MW #1 **Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8021B: VOLATILES						Analyst: **NSB**
Benzene	44	5.0		µg/L	5	8/18/2006 2:03:23 PM
Toluene	ND	5.0		µg/L	5	8/18/2006 2:03:23 PM
Ethylbenzene	230	5.0		µg/L	5	8/18/2006 2:03:23 PM
Xylenes, Total	670	15		µg/L	5	8/18/2006 2:03:23 PM
Surr: 4-Bromofluorobenzene	88.8	72.2-125		%REC	5	8/18/2006 2:03:23 PM

Lab ID: 0608166-02 **Collection Date:** 8/10/2006 10:35:00 AM
Client Sample ID: MW #2 **Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8021B: VOLATILES						Analyst: **NSB**
Benzene	ND	1.0		µg/L	1	8/16/2006 3:14:46 PM
Toluene	ND	1.0		µg/L	1	8/16/2006 3:14:46 PM
Ethylbenzene	ND	1.0		µg/L	1	8/16/2006 3:14:46 PM
Xylenes, Total	ND	3.0		µg/L	1	8/16/2006 3:14:46 PM
Surr: 4-Bromofluorobenzene	110	72.2-125		%REC	1	8/16/2006 3:14:46 PM

Lab ID: 0608166-03 **Collection Date:** 8/10/2006 9:50:00 AM
Client Sample ID: MW #3 **Matrix:** AQUEOUS

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
EPA METHOD 8021B: VOLATILES						Analyst: **NSB**
Benzene	ND	1.0		µg/L	1	8/16/2006 3:43:48 PM
Toluene	ND	1.0		µg/L	1	8/16/2006 3:43:48 PM
Ethylbenzene	ND	1.0		µg/L	1	8/16/2006 3:43:48 PM
Xylenes, Total	ND	3.0		µg/L	1	8/16/2006 3:43:48 PM
Surr: 4-Bromofluorobenzene	105	72.2-125		%REC	1	8/16/2006 3:43:48 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND	Not Detected at the Reporting Limit
S	Spike Recovery outside accepted recovery limits		

QA/QC SUMMARY REPORT

Client: Blagg Engineering
Project: Mudge LS #9A **Work Order:** 0608166

Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Method: SW8021									
Sample ID: B		*MBLK*			Batch ID: **R20310**		Analysis Date:	8/16/2006 10:48:28 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: B		*MBLK*			Batch ID: **R20338**		Analysis Date:	8/18/2006 11:25:59 AM	
Benzene	ND	µg/L	1.0						
Toluene	ND	µg/L	1.0						
Ethylbenzene	ND	µg/L	1.0						
Xylenes, Total	ND	µg/L	3.0						
Sample ID: 100NG BTEX LCS		*LCS*			Batch ID: **R20310**		Analysis Date:	8/16/2006 7:12:02 PM	
Benzene	18.87	µg/L	1.0	94.3	85	115			
Toluene	19.11	µg/L	1.0	91.8	85	118			
Ethylbenzene	20.35	µg/L	1.0	102	85	116			
Xylenes, Total	63.16	µg/L	3.0	103	85	119			
Sample ID: 100NG BTEX LCS		*LCS*			Batch ID: **R20338**		Analysis Date:	8/18/2006 11:16:46 PM	
Benzene	19.36	µg/L	1.0	96.8	85	115			
Toluene	20.85	µg/L	1.0	104	85	118			
Ethylbenzene	21.85	µg/L	1.0	109	85	116			
Xylenes, Total	67.30	µg/L	3.0	111	85	119			

Qualifiers:

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

Hall Environmental Analysis Laboratory, Inc.

Sample Receipt Checklist

Client Name BLAGG | Date and Time Received: 8/11/2006

Work Order Number 0608166 | Received by GLS

Checklist completed by _____ 8/11/06
Signature | Date

Matrix | Carrier name Greyhound

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

COMMENTS:

Client contacted _____ Date contacted: _____ Person contacted _____

Contacted by: _____ Regarding _____

Comments: _____

Corrective Action _____

CHAIN-OF-CUSTODY RECORD

QA / QC Package:
Std ☐ Level 4 ☐
Other:

HALL ENVIRONMENTAL ANALYSIS LABORATORY
4901 Hawkins NE, Suite D
Albuquerque, New Mexico 87109
Tel. 505.345.3975 Fax 505.345.4107
www.hallenvironmental.com

Client: BLAGG ENGR. / BP AMERICA
Address: P.O. BOX 87, BLFD. NM 87413
Phone #: 632-1199
Fax #:

Project Name: MUDGE LS #9A
Project #: NV
Project Manager: JCB
Sampler: NV
Sample Temperature: 4°

Date	Time	Matrix	Sample I.D. No.	Number/Volume	Preservative $HgCl_2$	Preservative HNO_3	Preservative	HEAL No.
8/10/06	1125	WATER	MW #1	2-40ml	✓			0608166 1
8/10/06	1035	WATER	MW #2	2-40ml	✓			2
8/10/06	0950	WATER	MW #3	2-40ml	✓			3

ANALYSIS REQUEST

(BTEX) + MTBE + TMB's (8021B)	BTEX + MTBE + TPH (Gasoline Only)	TPH Method 8015B (Gas/Diesel)	TPH (Method 418.1)	EDB (Method 504.1)	EDC (Method 8021)	8310 (PNA or PAH)	RCRA 8 Metals	Anions (F, Cl, NO_3, NO_2, PO_4, SO_4)	8081 Pesticides / PCB's (8082)	8260B (VOA)	8270 (Semi-VOA)					Air Bubbles or Headspace (Y or N)
✓																
✓																
✓																

Date	Time	Relinquished By: (Signature)	Received By: (Signature)	
8/11/06	0815			8-11-06 1600
Date:	Time:	Relinquished By: (Signature)	Received By: (Signature)	

Remarks:

1. DEFINITIONS

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

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

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

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

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

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

2. ORDERS

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

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

3. PAYMENT TERMS

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

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

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

4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

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

4.2 HEAL reserves the absolute right, exercisable at any time to refuse delivery of, refuse to accept, or revoke Acceptance 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 hazardous substance and whether or not such presence has been disclosed to HEAL by the Customer.

4.3 Where applicable, HEAL will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemist (AOAC), Standard Methods for the examination of Water and Wastewater, or other recognized methodologies. HEAL reserves the right to deviate from these methodologies, if necessary or appropriate due to the nature of composition of the sample or otherwise based on the reasonable judgement of HEAL, which deviation, if any will be made on a basis consistent with recognized standards of industry and/ or HEAL'S Standard Operating Procedures.

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

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

5. WARRANTIES, LIABILITY AND INDEMNIFICATION

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

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

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

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

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

5.6 It is understood and agreed that all samples and cuttings of materials containing hazardous contaminants are the property and the responsibility of the Customer. All contaminated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that HEAL is not, and has no responsibility as, a generator, 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.

5.7 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 5.5 hereof b) accidents occurring during the transport of any sample of the Customer, c) events control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by HEAL.

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

6. ENTIRE AGREEMENT: SEVERABILITY

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

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

7. AMENDMENTS AND WAIVERS

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

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

8. SAMPLE STORAGE

8.1 Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless alternate arrangements have been made in advance. Storage of samples or extracts for longer periods is by request only. Sample storage charges depend upon storage requirements and duration. 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 $25.00 per sample. HEAL reserves the right to return all dibenzodioxins/dibenzofurans to the client.

9. SECTION HEADING

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

10. GOVERNING LAW

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