



#### Steve Moskal

Environmental Coordinator West Business Unit San Juan

> BP America Production Company BPX Energy Inc. 1199 Main Street Suite 101 Durango, CO 81301 Direct 505.330.9179

Vanessa Fields Environmental Specialist New Mexico Oil Conservation Division 1000 Rio Brazos Road Aztec, NM 87410

NMOGD

DEC 2 0 2018

DISTRICT III

Re: Closure Request - Re-Transmittal of Remediation and Monitoring Report

Jaquez GC C #1

(O) Sec. 6 - T29N - R9W, San Juan County, NM

INC 1900231845

Dear Mrs. Fields:

BP America respectfully requests closure of the subject remediation site. The attached closure packet was initially submitted to the NMOCD on September 22, 2006. However, there was no conclusions or guidance provided to BP to reach closure. Please review the attached report and associated documents and let me know if you have any request for further action.

If you have any questions or concerns, please contact me at (505) 330-9179 or at Steven.Moskal@bpx.com.

Steve Moskal

Alex Muy)

Field Environmental Coordinator

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

December 12, 2018

Mr. Steven Moskal **BPX** Energy Durango, Colorado

Re: **BP** America Production Company

Re-Transmittal of Remediation and Monitoring Report

Jaquez GC C #1

(O) Sec. 6 - T29N - R9W, San Juan County, NM

Dear Mr. Moskal:

Blagg Engineering, Inc. (BEI) prepared the attached remediation and monitoring report for the Jaquez GC C #1 in August, 2006. This report was accepted by the New Mexico Oil Conservation Division (NMOCD), Santa Fe Bureau, on September 22, 2006. The NMOCD-Santa Fe Bureau has not acted on providing BP a formal closure notification for the site.

BEI has re-assessed the original remedial effort, soil and groundwater laboratory analytical reports, and overall site history. We believe adequate sampling and testing has been conducted to close the site and recommend that this documentation be re-submitted to the NMOCD - Aztec Bureau for their review and closure approval.

Respectfully:

Blagg Engineering, Inc.

## Jeffrey C Blagg, PE DN: cn=Jeffrey C Blagg, PE DN: cn=Jeffrey C Blagg, PE, o, ou, email=jeffcblagg@aol.com, c=US Date: 2018.12.12 15:33:23 -07'00'

Jeffrey C. Blagg, P.E. President

File: rpt.xmt.wpd

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

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

Jaquez GC C1

(O) Sec. 6 - T29N - R9W, 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 Jaquez GC C 1 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.

Jefly C. Blagg

Jeffrey C. Blagg, P.E.

President

cc: Brandon Powell - NMOCD Aztec

Kevin Hansford - BP SJ Op. Ctr.

John Jaquez - Fee Surface Owner

File: rpt.xmt.wpd

# REMEDIATION AND MONITORING REPORT

# BP AMERICA PRODUCTION CO. JAQUEZ GC C #1

(O) SEC. 6 - T29N - R9W, 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

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Laboratory Analytical Test Reports:

1/13/06 Soil - Hall Environmental Laboratories

7/26/06 Groundwater - Hall Environmental Laboratories

8/15/06 Groundwater - Envirotech Laboratories

#### REMEDIATION AND MONITORING REPORT BP AMERICA PRODUCTION CO JAQUEZ GC C#1

#### **Introduction and Executive Summary**

The Jaquez GC C #1 well is located on fee property in rural San Juan County, New Mexico. A private residence is located several hundred feet northwest of the well site and the San Juan River is within ½ mile to the southeast. Immediately south of the well and spill location is a meadow with marsh grasses with groundwater at the ground surface.

A release of hydrocarbons to the environment was discovered at the well on January 10, 2006. This release was at a production separator and appeared to result from a line freeze that allowed hydrocarbon condensate to spill onto the ground surface at the separator unit. Surface impacts were limited to an area of about 10 feet diameter at the spill site (Figure 1). Since shallow groundwater at a depth of less than 5 feet was known to exist at the site, BP elected to report a potential of groundwater impact and proceed with immediate abatement.

On January 11, 2006 soils with obvious impacts at the separator site were excavated with a backhoe and placed on site for future disposal. On January 13, 2006 a trackhoe was used to remove approximately 200 cubic yards (40' x 30' x 5'± deep) of soil from the impacted area and from around an adjacent sub-grade pit tank to insure that all potential sources to groundwater contamination were removed. The area was backfilled with clean imported soil.

Three (3) groundwater monitor wells were installed at the site on May 2, 2006. Following development, these wells were sampled for hydrocarbon impacts testing on July 26, 2006 and for cation/anion testing on August 15, 2006. Test results indicate that no groundwater contamination is present at the site.

#### **Abatement of Soil Impacts**

Site investigation and abatement was conducted concurrently using excavation equipment to remove all identified impacted soils that could exceed NMOCD standards, beginning from the ground surface and extending to below the water table (Figure 6). The soil at the site is an olive gray, non cohesive silty sand. The spill site was over-excavated (40'  $\times$  30'  $\times$  5' $\pm$  deep) to minimize the potential for groundwater contamination. The impacted soils were transported to the NMOCD

permitted BP Crouch Mesa Landfarm for remediation.

Following excavation of impacts a 5-point composite sample at a depth of 2 feet below surface grade was collected from the perimeter sidewalls for laboratory testing of total petroleum hydrocarbons (Method 8015B), volatile organics (Method 8021B) and chloride (Method 9056A). Test results indicated an absence of residual contamination. The laboratory report is included in the appendices.

#### **Monitor Well Installation and Water Quality Test Results**

Three (3) groundwater monitoring wells were installed on May 2, 2006 for water quality testing and to determine gradient. A hollow stem auger drill rig was used to advance borings to a depth of 11 to 11.5 feet below surface grade and set 2-inch diameter slotted screen with filter pack (Figures 3-5).

Following development, the wells were sampled on July 26, 2006 for testing of volatile organics by U.S. EPA Method 8260B. Samples were placed in laboratory supplied containers with preservative, stored in an ice chest with ice and express delivered to Hall Environmental Laboratories in Albuquerque, New Mexico for testing. Laboratory analysis indicates an absence of all contaminates. The laboratory data is summarized in Table 1 and laboratory test reports are included in the appendices.

The wells were sampled for cation/anion balance on August 15, 2006 following redevelopment. Samples were placed in laboratory supplied containers, stored in an ice chest with ice and hand delivered to Envirotech Labs in Farmington, New Mexico for testing. The cation/anion results are summarized in Table 2 and laboratory reports are included in the appendices. Review of the data indicates no discernable difference between up-gradient, source area and down-gradient water quality and no parameters were found to exceed New Mexico Water Quality Control Commission groundwater standards.

The measured groundwater depth during the July 26, 2006 sample event indicates a very shallow, water table type aquifer with a southwestern gradient at a slope of approximately 0.06 feet/foot (Figure 2). Based on this groundwater flow direction, down-gradient monitor well MW #3 is not ideally positioned. Future monitoring may indicate a seasonal shift in groundwater flow direction and determine this well is in a more preferable location.

**Recommendations for Further Action** 

Initial monitoring of soil and groundwater impacts indicates that all potential hydrocarbon

contamination has been mitigated. However, the measured groundwater gradient indicates that

down-gradient monitor well MW #3 is not presently located in an ideal location. BEI recommends

monitoring the gradient on a quarterly basis to identify shifts in groundwater flow patterns. In the

event that well MW #3 becomes more appropriate as a down-gradient monitoring point, it can be re-

sampled for volatile organics and cation/anion testing. In the event that no changes in groundwater

flow patterns are detected, an additional down-gradient monitor point may be considered.

**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 Jaquez GC C #1 well, located in the SW/4 of the SE/4 of Section 6, Township 29N,

Range 9W, 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, NMPE 11607

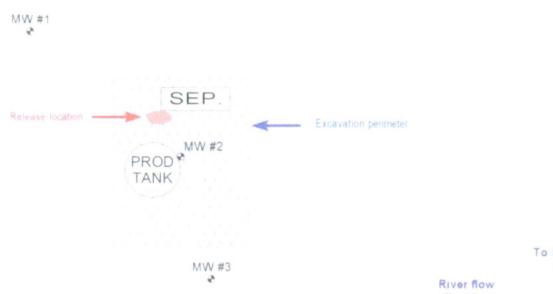
My C. Blagg

President

## **FIGURES**

#### FIGURE 1





WELL

River flow direction To San Juan River

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

1 INCH = 20 FT.

BP AMERICA PRODUCTION CO.

JAQUEZ GC C #1

SW/4 SE/4 SEC. 6, T29N, R9W

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 INSTALLATIONS

DRAWN BY: NJV

FILENAME: JAQUEZ GC C 1-SM.SKF

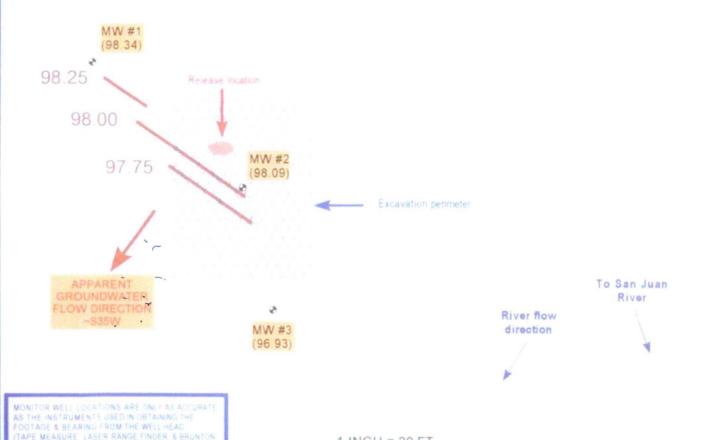
DRAFTED: 08-11-06 NJV

SITE

07/06

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





WELL

Top of Well Elevation

MW #1 (99.61)

MW #2 (98.93)

MW #3 (98.63)

MW #1

(98.34)

BP AMERICA PRODUCTION CO.

COMPASS: ALL OTHER STRUCTURES DISPLAYED ON THIS MAP ARE SOLELY FOR REFERENCE AND MAY NO

JAQUEZ GC C #1

SW/4 SE/4 SEC. 6, T29N, R9W

SAN JUAN COUNTY, NEW MEXICO

1 INCH = 20 FT.

0 20 40 FT.

BLAGG ENGINEERING, INC.

CONSULTING PETROLEUM / REGLAMATION SERVICES

P.O. BOX 87

BLOOMFIELD, NEW MEXICO 87413

PHONE (505) 632-1199

PROJECT: MW SAMPLING

DRAWN BY: NJV

FILENAME: 07-26-06-GW.SKF

DRAFTED: 08-11-06 NJV

GROUNDWATER GRADIENT MAP

Groundwater Elevation

as of 7/26/06.

07/06

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

MW #1

BORE / TEST HOLE REPORT

BORING #..... MW #..... PAGE #.....

BH-1 1

5/02/06

LOCATION NAME: CONTRACTOR:

CLIENT:

DEPTH

3

4

5

6

9

11

12

13

14

5

16

17

18

10

FEET

BP AMERICA PRODUCTION CO. JAQUEZ GC C #1 - SEP. CLEAN UP, UNIT O, SEC. 6, T29N, R9W BLAGG ENGINEERING, INC. / ENVIROTECH, INC.

5/02/06 DATE FINISHED

**EQUIPMENT USED:** 

LITHOLOGY

INTERVAL

MOBILE DRILL RIG (CME 75)

180 FT., N78W FROM WELL HEAD.

PREPARED BY

DATE STARTED

OPERATOR.....

KP NJV

**BORING LOCATION:** 

MW

SCHEMATIC

TOS \_\_\_ 1.00

FIELD CLASSIFICATION AND REMARKS



TOP OF CASING APPROX. 1.00 FT. ABOVE GROUND SURFACE.

DARK YELLOWISH ORANGE SAND, NON COHESIVE, FIRM, SLIGHTLY MOIST TO MOIST, NO APPARENT HC ODOR DETECTED PHYSICALLY FROM AUGER CUTTINGS (0.0 - 2.5 FT. BELOW GRADE).

MEDIUM GRAY PHASING INTO OLIVE GRAY SAND, NON COHESIVE, FIRM TO LOOSE, WET TO SATURATED. NO APPARENT HC ODOR DETECTED PHYSICALLY FROM AUGER CUTTINGS (2.5 - 11.0 FT, BELOW GRADE).

NOTE:

- SAND

- TOP OF SCREEN FROM GROUND SURFACE

TD - TOTAL DEPTH OF MONITOR WELL FROM GROUND SURFACE.

- GROUND WATER.

Monitor well consist of 2 inch PVC piping - casing from 1.00 ft. above grade to 1.00 ft. below grade, 0.010 slotted screen between 1.00 to 11.00 feet below grade, sanded annular to grade, secured with locking cap and padlock at monitor well top.

DRAWING: JAQUEZ GC C 1-MW1.SKF | DATE: 05/02/06 | DWN BY: NJV

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

MW #2

## BORE / TEST HOLE REPORT

CLIENT:

LOCATION NAME: CONTRACTOR:

EQUIPMENT USED:
BORING LOCATION:

BP AMERICA PRODUCTION CO.

JAQUEZ GC C #1 - SEP. CLEAN UP, UNIT O, SEC. 6, T29N, R9W

BLAGG ENGINEERING, INC. / ENVIROTECH, INC.

MOBILE DRILL RIG (CME 75)

144 FT., N86W FROM WELL HEAD.

 BORING #.....
 BH-2

 MW #.....
 2

 PAGE #.....
 2

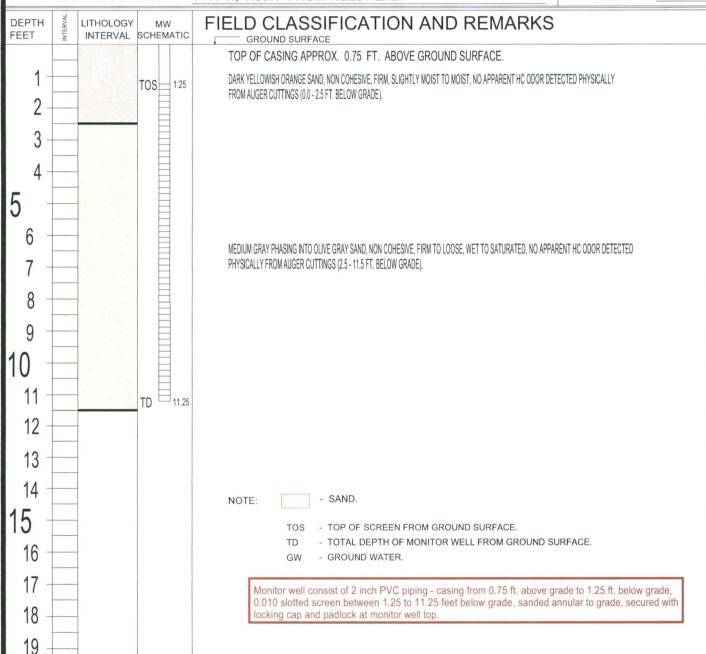
 DATE STARTED
 5/02/06

 DATE FINISHED
 5/02/06

 OPERATOR......
 KP

 PREPARED BY
 NJV

DRAWING: JAQUEZ GC C 1-MW2.SKF | DATE: 05/02/06 | DWN BY: NJV



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

MW #3

## BORE / TEST HOLE REPORT

CLIENT:

LOCATION NAME: CONTRACTOR:

EQUIPMENT USED: BORING LOCATION:

BP AMERICA PRODUCTION CO.

JAQUEZ GC C #1 - SEP. CLEAN UP, UNIT O, SEC. 6, T29N, R9W

BLAGG ENGINEERING, INC. / ENVIROTECH, INC.

MOBILE DRILL RIG (CME 75)

138 FT., S83W FROM WELL HEAD.

 BORING #.....
 BH-3

 MW #.....
 3

 PAGE #.....
 3

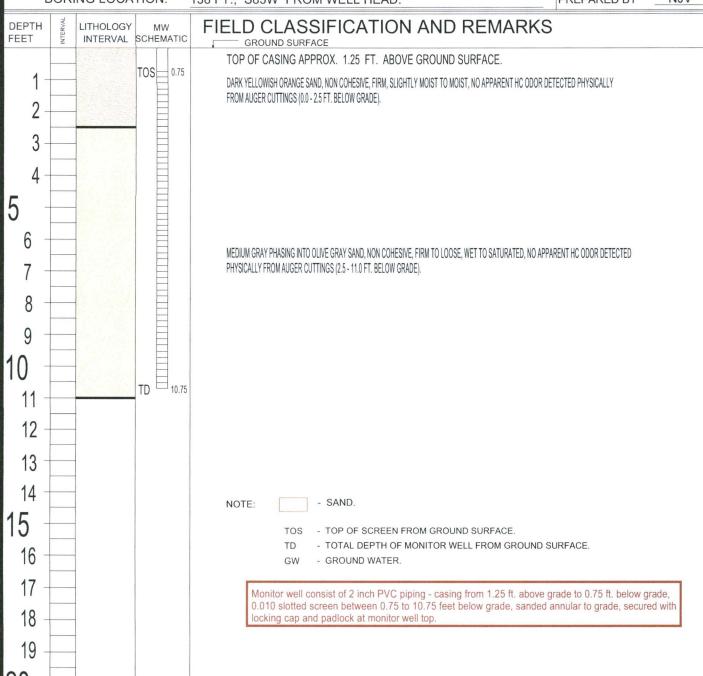
 DATE STARTED
 5/02/06

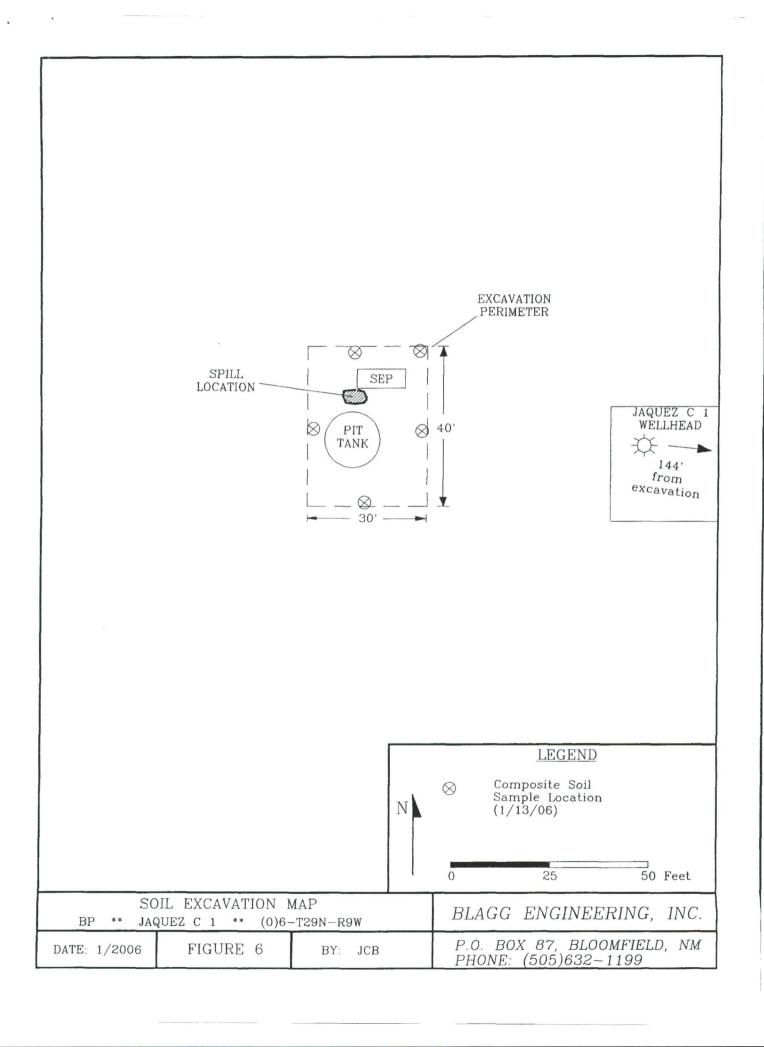
 DATE FINISHED
 5/02/06

 OPERATOR.....
 KP

 PREPARED BY
 NJV

DRAWING: JAQUEZ GC C 1-MW3.SKF | DATE: 05/02/06 | DWN BY: NJV





## **TABLES**

#### BP AMERICA PROD. CO. GROUNDWATER LAB RESULTS

SUBMITTED BY BLAGG ENGINEERING, INC.

JAQUEZ GC C # 1 UNIT O, SEC. 6, T29N, R9W

REVISED DATE: August 17, 2006

FILENAME: (JC1-3Q06.WK4) NJV

	~							BTEX	EPA METH	IOD 8021B (	ppb)
SAMPLE DATE	WELL NAME or No.	D.T.W. (ft)	T.D. (ft)	TDS (mg/L)	COND.	рН	PRODUCT	Benzene	Toluene	Ethyl Benzene	Total Xylene
26-Jul-06	MW #1	1.27	12.00	360	510	7.31		ND	ND	ND	ND
26-Jul-06	MW #2	0.84	12.00	280	608	7.67		ND	ND	ND	ND
26-Jul-06	MW #3	1.70	12.00	260	483	7.81		ND	ND	ND	ND
		XXXX	626262 63				13.33	76	780	180	375

NOTES: 1) TDS RESULTS DERIVED FROM AUGUST 15, 2006 SAMPLING EVENT.

#### **GENERAL WATER QUALITY**

#### BP AMERICA PRODUCTION COMPANY

#### JAQUEZ GC C #1

Sample Date: August 15, 2006

PARAMETERS	MW# 1	MW# 2	MW# 3	Units
LAB pH	7.90	8.07	8.19	S. U.
LAB CONDUCTIVITY @ 25 C	514	441	370	umhos / cm
TOTAL DISSOLVED SOLIDS @ 180 C	360	280	260	mg / L
TOTAL DISSOLVED SOLIDS (Calc)	390	300	290	mg / L
SODIUM ABSORPTION RATIO	2.0	1.3	1.8	ratio
TOTAL ALKALINITY AS CaCO3	270	170	180	mg/L
TOTAL HARDNESS AS CaCO3	189	160	144	mg/L
BICARBONATE as HCO3	270	170	180	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	0.1	0.1	0.2	mg / L
NITRITE NITROGEN	0.005	0.007	0.007	mg / L
CHLORIDE	18.0	18.0	54.0	mg/L
FLUORIDE	0.26	0.18	0.27	mg/L
PHOSPHATE	0.7	0.5	0.6	mg / L
SULFATE	75.0	75.0	25.0	mg / L
IRON	0.001	0.001	0.016	mg / L
CALCIUM	67.6	60.8	52.8	mg / L
MAGNESIUM	4.9	1.95	2.93	mg/L
POTASSIUM	2.09	0.96	0.46	mg/L
SODIUM	62.2	38.3	49.3	mg / L
CATION / ANION DIFFERENCE	0.00	0.05	0.03	

MONITOR WELL DEVELOPMENT & / OR SAMPLING DATA

				-	
CLIENT:	BP	<b>AMERICA</b>	PROD.	CO.	CHAIN-OF-CUSTO

CHAIN-OF-CUSTODY #:

N/A

JAQUEZ GC C #1

UNIT O, SEC. 6, T29N, R9W

SAMPLER:

LABORATORY (S) USED: HALL ENVIRONMENTAL

JCB

Date: July 26, 2006

Filename: 07-26-06.WK4

PROJECT MANAGER:

J C B

WELL #	WELL ELEV. (ft)	WATER ELEV. (ft)	DEPTH TO WATER (ft)	TOTAL DEPTH (ft)	SAMPLING TIME	рН	CONDUCT (umhos)	TEMP. (celcius)	VOLUME PURGED (gal.)
1	99.61	98.34	1.27	12.00	1335	7.31	510	16.8	10.00
2	98.93	98.09	0.84	12.00	1400	7.67	608	17.7	10.00
3	98.63	96.93	1.70	12.00	1430	7.81	483	17.5	10.00

INSTRUMENT CALIBRATIONS = 7.00

2,800 DATE & TIME = 07/26/06 1300

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. Collected BTEX samples from all MW's. Top of casings: MW #1  $\sim$  1.00 ft., MW #2  $\sim$  0.75 ft., MW #3  $\sim$  1.25 ft. above grade.

MONITOR WELL DEVELOPMENT & / OR SAMPLING DATA

CLIENT: BP AMERICA PROD. CO.	CHAIN-OF-CUSTODY # :	14673
JAQUEZ GC C #1	LABORATORY (S) USED :	ENVIROTECH

Date: August 15, 2006 SAMPLER: JCB

Filename: 08-15-06.WK4 PROJECT MANAGER: J C B

WELL	WELL	WATER	DEPTH TO	TOTAL	SAMPLING	pН	CONDUCT	TEMP.	VOLUME
#	ELEV.	ELEV.	WATER	DEPTH	TIME		(umhos)	(celcius)	PURGED
	(ft)	(ft)	(ft)	(ft)					(gal.)
1	99.61	98.23	1.38	12.00	0900	7.47	500	20.3	5.25
2	98.93	97.94	0.99	12.00	0850	7.65	400	21.2	5.50
3	98.63	97.00	1.63	12.00	0855	7.76	300	20.3	5.00
			INSTRIBU	7.00	2 800				

INSTRUMENT CALIBRATIONS = 7.00 2,800

DATE & TIME = 08/09/06 0945

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

Ideally a minimum of three (3) wellbore volumes:

UNIT O, SEC. 6, T29N, R9W

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

Comments or note well diameter if not standard 2".							
xcellent recovery in all MW's. Collected major anions/cations from all MW's.							
op of casings: MW #1 ~ 1.00 ft., MW #2 ~ 0.75 ft., MW #3 ~ 1.25 ft. above grade.							

## **APPENDICES**

CHAIN-OF-CUSTODY RECORD  Client: BLAGGENGNEERWG, INC.  Address: P.O. BOX 87	QA/QC Package: Std Level 4 D Other: Project Name: JAQUEZ GC C1 SEPARATOR Project #:	HALL ENVIRONMENTAL ANALYSIS LABORATORY 4901 Hawkins NE, Suite D Albuquerque, New Mexico 87109 Tel. 505.345.3975 Fax 505.345.4107 www.hallenvironmental.com  ANALYSIS REQUEST
Phone #: (505) 632-1199 Fax #:	Project Manager:  Jizi=F Blaco  Sampler: J. M. Blagg  Sample Temperature:	BTEX - MIDE - IMBEs (8021)  BTEX + MTBE + TPH (Gasoline Only)  TPH Method 8015B (Gas/Diesel)  TPH (Method 418.1)  EDB (Method 504.1)  EDC (Method 8021)  RCRA 8 Methol  Anions (F, Cl, NO <sub>3</sub> , NO <sub>2</sub> , PO <sub>4</sub> , SO <sub>4</sub> )  B260B (VOA)  B260B (VOA)  C:H.O.R.I DE  Air Bubbles or Headspace (Y or N)
Date Time Matrix Sample I.D. No.	Number/Volume Preservative HEAL No.	BTEX := WITBE = 1994 BTEX + MTBE + TPH TPH Method 8015B ( TPH (Method 418.1) EDC (Method 8021) EDC (Method 8021) EDC (Method 8021) EDC (Method 8021) B310 (PNA or PAH) RCRA 8 Metals Anions (F, Cl, NO <sub>3</sub> , NO 8081 Pesticides / PCB 8260B (VOA) 8270 (Semi-VOA) C.H.O.R.I.DE
-13-06 1102 SOIL 5-POINT COMPOSITE	1-402 0001144-1	
Date: Time: Relinquished By: (Signature)  17-06 0700	Received By: (Signature)  Received By: (Signature)	Remarks:

#### . DEFINITIONS

- \* 1.1 "Acceptance of a sample" means the determination of HEAL to proceed with work following receipt and inspection of such sample.
  - "Customer" means the individual or entity who may request laboratory services and his or its heirs, successors, assigns, and representatives
  - 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
  - "Terms and Conditions" mean these Terms and Conditions of sale, including the Price Schedule, and any additions or amendments hereto which are agreed to in writing by HEAL as provided in Section 7.1

#### 2. ORDERS

- The customer may order services by submitting a written purchase order to HEAL, by placing a telephone order, which will be subsequently confirmed in writing, or by negotiated contract. Any such order constitutes a) an acceptance by the Customer of HEAL.'S offer to do business with the Customer under these Terms and Conditions, and b) an agreement to be bound by these Terms and Conditions. The Customer's delivery of samples to HEAL constitutes the Customer's express assent to be governed by these Terms and Conditions. HEAL reserves the right to refuse to proceed with work at any time based upon an unfavorable customer credit report.
- 2.2 Any order placed by the Customer under Section 2.1 is subject to a minimum cancellation charge of \$250.

#### J. PAYMENT TERMS

- 3 I 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 ! 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

- 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 knd 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.
- 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.

- 57 The Customer shall indemnify and hold harmless HEAL from and against any and all claims, suits, judgements, damages, losses, liabilities, expenses, payments, taxes, duties, lines and/or other costs (including but not himsted 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 rembursement.

#### 6. ENTIRE AGREEMENT: SEVERABILITY

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

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 \$3.00 per sample, per month will be billed monthly unless other arrangements are made. If requested, unused sample material may be returned at the client's expense. Materials, which are identified as hazardous, will be returned to the client or disposed of as hazardous waste and billed at the rate of \$25.00 per sample. HEAL reserves the right to return all dibenzodioxins/dibenzofurnas to the dient.

#### 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.

#### II. GOVERNING LAW

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

Date: 02-Feb-06

CLIENT:

Blagg Engineering

Lab Order:

0601144

Project:

Jaquez GC C1 Separator

Lab ID:

0601144-01

Client Sample ID: 5-Point Composite

Collection Date: 1/13/2006 11:02:00 AM

Date Received: 1/17/2006

Matrix: SOIL

V 0.5					
Analyses	Result	PQL Q	ual Units	DF	Date Analyzed
EPA METHOD 8015B: DIESEL RANG	SE ORGANICS				Analyst: SCC
Diesel Range Organics (DRO)	ND	10	mg/Kg	1	1/23/2006 12:36:46 PM
Motor Oil Range Organics (MRO)	ND	50	mg/Kg	1	1/23/2006 12:36:46 PM
Surr: DNOP	87.6	60-124	%REC	1	1/23/2006 12:36:46 PM
EPA METHOD 8015B: GASOLINE RA	ANGE				Analyst: NSB
Gasoline Range Organics (GRO)	ND	5.0	mg/Kg	1	1/20/2006 11:36:53 PM
Surr: BFB	110	83.1-124	%REC	1	1/20/2006 11:36:53 PM
EPA METHOD 8021B: VOLATILES					Analyst: NSB
Benzene	ND	0.025	mg/Kg	1	1/20/2006 11:36:53 PM
Toluene	ND	0.025	mg/Kg	1	1/20/2006 11:36:53 PM
Ethylbenzene	ND	0.025	mg/Kg	1	1/20/2006 11:36:53 PM
Xylenes, Total	ND	0.025	mg/Kg	1	1/20/2006 11:36:53 PM
Surr: 4-Bromofluorobenzene	98.2	87.5-115	%REC	1	1/20/2006 11:36:53 PM
EPA METHOD 9056A: ANIONS					Analyst: TES
Chloride	2.8	1.5	mg/Kg	5	1/18/2006

Value exceeds Maximum Contaminant Level

Value above quantitation range

Analyte detected below quantitation limits

Spike Recovery outside accepted recovery limits

Analyte detected in the associated Method Blank

H Holding times for preparation or analysis exceeded

ND Not Detected at the Reporting Limit

Date: 02-Feb-06

CLIENT:

Blagg Engineering

Work Order:

0601144

Project:

Jaquez GC C1 Separator

ANALYTICAL QC SUMMARY REPORT

TestCode: 300\_S

Sample ID: MB-9607	SampType: MBLK	TestCode: 300_S	Units: mg/Kg	Prep Date: 1/18/2006	RunNo: 17965
Client ID: ZZZZZ	Batch ID: 9607	TestNo: E300		Analysis Date: 1/18/2006	SeqNo: <b>441589</b>
Analyte	Result	PQL SPK value	SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val	%RPD RPDLimit Qual
Chloride	ND	0.30			
Sample ID: LCS-9607	SampType: LCS	TestCode: 300_S	Units: mg/Kg	Prep Date: 1/18/2006	RunNo: 17965
Client ID: ZZZZZ	Batch ID: 9607	TestNo: E300		Analysis Date: 1/18/2006	SeqNo: <b>441590</b>
Analyte	Result	PQL SPK value	SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val	%RPD RPDLimit Qual
Chloride	13.85	0.30 15	0	92.3 90 110	

2/6

Qualifiers:

Value above quantitation range

ND Not Detected at the Reporting Limit

H Holding times for preparation or analysis exceeded

RPD outside accepted recovery limits

J Analyte detected below quantitation limits

CLIENT:

Blagg Engineering

Work Order:

0601144

Project:

Jaquez GC C1 Separator

#### ANALYTICAL QC SUMMARY REPORT

TestCode: 8015DRO\_S

Sample ID: MB-9618 Client ID: ZZZZZ	SampType: MBLK Batch ID: 9618	TestCode: 8015DRO_S Units: mg/Kg TestNo: SW8015	Prep Date: 1/20/2006 Analysis Date: 1/23/2006	RunNo: <b>17998</b> SeqNo: <b>442649</b>
Analyte	Result	PQL SPK value SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val	%RPD RPDLimit Qual
Diesel Range Organics (DRO) Motor Oil Range Organics (MRO)	ND ND	10 50		
Sample ID: LCS-9618	SampType: LCS	TestCode: 8015DRO_S Units: mg/Kg	Prep Date: 1/20/2006	RunNo: 17998
Client ID: ZZZZZ	Batch ID: 9618	TestNo: SW8015	Analysis Date: 1/23/2006	SeqNo: 442665
Analyte	Result	PQL SPK value SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val	%RPD RPDLimit Qual
Diesel Range Organics (DRO)	34.85	10 50 0	69.7 67.4 117	
Sample ID: LCSD-9618	SampType: LCSD	TestCode: 8015DRO_S Units: mg/Kg	Prep Date: 1/20/2006	RunNo: 17998
Client ID: ZZZZZ	Batch ID: 9618	TestNo: SW8015	Analysis Date: 1/23/2006	SeqNo: 442881
↓ Analyte	Result	PQL SPK value SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val	%RPD RPDLimit Qual
Diesel Range Organics (DRO)	35.44	10 50 0	70.9 67.4 117 34.85	1.67 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

Analyte detected below quantitation limits

CLIENT:

Blagg Engineering

Work Order:

0601144

Project:

Jaquez GC C1 Separator

ANALYTICAL QC SUMMARY REPORT

TestCode: 8015GRO\_S

Sample ID: MB-9603 Client ID: ZZZZZ	SampType: MBLK Batch ID: 9603	TestCode: 8015Gi				e: 1/18/2006 e: 1/20/2006		RunNo: 179 SeqNo: 442		
Analyte	Result	PQL SPK valu	e SPK Ref Val	%REC	LowLimit	HighLimit RF	PD Ref Val	%RPD	RPDLimit	Qual
Gasoline Range Organics (GRO)	ND	5.0								
Sample ID: LCS-9603	SampType: LCS	TestCode: 8015G	RO_S Units: mg/Kg		Prep Dat	e: 1/18/2006		RunNo: 179	996	
Client ID: ZZZZZ	Batch ID: 9603	TestNo: SW801	5 (SW5035)		Analysis Dat	e: 1/20/2006		SeqNo: 442	2627	
Annihan	Decult	PQL SPK valu	ie SPK Ref Val	%REC	LowLimit	HighLimit RF	PD Ref Val	%RPD	RPDLimit	Qual
Analyte	Result	1 02 0117 7017	10 01 11 11 to 1 val	701.120		riigiremine isi	D 1101 101	70.1.	111	

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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

CLIENT:

Blagg Engineering

Work Order:

0601144

Project:

Jaquez GC C1 Separator

#### ANALYTICAL QC SUMMARY REPORT

TestCode: 8021BTEX\_S

Sample ID: MB-9603 Client ID: ZZZZZ	SampType: MBLK Batch ID: 9603	TestCode: 8021BTEX_S Units: mg/Kg TestNo: SW8021 (SW5035)	Prep Date: 1/18/2006  Analysis Date: 1/20/2006	RunNo: 17996 SeqNo: 442540
Analyte	Result	PQL SPK value SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val	%RPD RPDLimit Qual
Benzene	ND	0.025		
Toluene	ND	0.025		
Ethylbenzene	ND	0.025		
Xylenes, Total	ND	0.025		
Sample ID: LCS-9603	SampType: LCS	TestCode: 8021BTEX_S Units: mg/Kg	Prep Date: 1/18/2006	RunNo: 17996
Client ID: ZZZZZ	Batch ID: 9603	TestNo: SW8021 (SW5035)	Analysis Date: 1/20/2006	SeqNo: 442541
Client ID: ZZZZZZ Analyte	Batch ID: 9603  Result	TestNo: <b>SW8021</b> ( <b>SW5035</b> )  PQL SPK value SPK Ref Val	Analysis Date: 1/20/2006  %REC LowLimit HighLimit RPD Ref Val	SeqNo: 442541  %RPD RPDLimit Qual
Analyte	Result	PQL SPK value SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val	
Analyte Benzene	Result 0.4132	PQL SPK value SPK Ref Val 0.025 0.42 0	%REC LowLimit HighLimit RPD Ref Val 98.4 85.6 116	

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

Analyte detected below quantitation limits

#### Sample Receipt Checklist

Client Name BLAGG		Date and Time	e Received:	1/17/2006
Work Order Number 0601144		Received by	AT	
Checklist completed by Signature	Date	11/7/0	6	
Matrix Carrier na	ame <u>Greyhound</u>			
Shipping container/cooler in good condition?	Yes 🗸	No 🗆	Not Present	
Custody seals intact on shipping container/cooler?	Yes 🗸	No 🗌	Not Present	☐ Not Shipped ☐
Custody seals intact on sample bottles?	Yes	No 🗸	N/A	
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?	7°	4° C ± 2 Accepta		
COMMENTS:				
***************************************				
Client contacted Date contacted:		Pers	son contacted	
Contacted by: Regarding	**			
Comments:				we see that
*** **********************************			terminal feet date (and a land	
	er and a common way of			
	**** *** ******			
		3 to 40		
Corrective Action			TWO IN TO	a sameon e
				¥

CHAI	N-OF	CUST	DDY RECORD	1	QA/ Std 🗖	/ QC Package Level 4							A	NA	LYS	315	LA		RA	ITAL TOR			
011		ENGU		Other: Project Name: BP: JA	OUF	z (a)	C#1						All Tel	buqu 1. 50	erqu 5.34	ie, N 15.39	ew N 975	<b>Nexic</b>	co 87 ix 50	109 5.345	5.410	17	
Address:	P.O.	Box 8	7	Project #:									AN	AL	YSI	S A	EQ	UE	ST				
	Zean	field, r	M 87413	Project Manager		A66		s (8021)	+ TPH (Gasoline Only)	s/Diesel)						20 <sup>4</sup> , S0 <sub>4</sub> )	(8082)						se (Y or N)
Phone #: Fax #:	505	- 632	- 1199	Sampler: Jak			/°	MTBE + TMB's	MTBE + TPH (C	TPH Method 8015B (Gas/Diesel)	od 418.1)	od 504.1)	od 8021)	or PAH)	tals	Anions (F, Cl, NO <sub>3</sub> , NO <sub>2</sub> , PO <sub>4</sub> , SO <sub>4</sub> )	8081 Pesticides / PCB's (8082)	JA]	i-V0A)				Air Bubbles or Headspace (Y or N)
Date	Time	Matrix	Sample I.D. No.	Number/Volume	-	reservative , HNO <sub>3</sub>	HEAL No.	BTEX + MI	+	TPH Metho	TPH (Method 418.1)	EDB (Method 504.1)	EDC (Method 8021)	8310 (PNA or PAH)	RCRA 8 Metals	Anions (F, C	8081 Pesti	8260B (VOA)	8270 (Semi-VOA)				Air Bubbles
126/06	1335	WATER	MW-1	3 - VOA	×		)											X					
il	1400	11	MW-Z	11	×		Z											X					
	1430	1(	MW-3	1(	×		3											X			+	+	
																						+	
				2		1 11																	
Date: 27/06 Date:	Time: 0730 Time:	Tes	d By: (Signature)	$\sim$	1	ignature) ignature)	7-27-01	Ren	narks	:													

# DEFINITIONS

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

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

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1.3

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- HEAL means Hall Environmental Analysis Laboratory its employees, servants, agents, and representative.
- "Price schedule" means HEAL'S standard price schedule, as such, document may be amended from time to time by HEAL.

1.4

5.

91

- "Results" mean data generated by HEAL from the analysis of one or more samples.
- "Terms and Conditions" mean these Terms and Conditions of sale, including the Price Schedule, and any additions or amendments hereto which are agreed to in writing by HEAL as provided in Section 7.1

# 2. ORDERS

2.1

The customer may order services by submitting a written purchase order to HEAL, by blacing a telephoner order, which will be subsequently confirmed in writing, or by negotiated contract. Any such order constitutes a) an acorpiunce 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 sumplex to HEAL constitutes the Customer's edivery of sumplex to HEAL constitutes the Customer's equivery of py these Terms and Conditions. HEAL reserve the right to refuse to proceed with work at any time based upon an unfavorable customer credit

5.2

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

22

# 3. PAYMENT TERMS

3.1

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

5.3

Payment letms are net 30 days from the date of invoice by HEAL. All overdule payment was subject to an additional interest and service drage 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

32

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

33

# 4. RECEIPT OF SAMPLES AND DELIVERY OF SERVICES

4

42

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 exton or maxion of HEAL'S carrier shipping or delivering any sample to or from HEAL'S premises.

5.5

HEAL treatves the absolute right exercatebel at any time to refuse delivery of, refuse to accept, or revoke Acceptures or, any sample which in the sole judgement of HEAL s) is of unsuitable volume. b) unsuitable containers as required for the requested warbists, or o have be to 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 health, and the sample of any health, and the sample of any health, by the Customer.

5.6

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.

4.3

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 Sandard Operating Procedures.

5.7

Upon tunely delavery of samples, HE.A.I wall tuse its best efforts to comply with storage, processing and analyzed holding time lumits 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 switten agreement between HEAL and the Customer, such time famils cannot be guaranteed. Unless specifically indicated on the Price Schedule or expressly made part of a written agreement between HEAL and the Customer, suralytical furnitationed tunes are not guaranteed.

8.8

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

45

# 5. WARRANTIES, LIABILITY AND INDEMNIFICATION

5.1

- HEAL warrants only that its services will falfill obligations set forth in Section 4.3 and 4.4 hereof. This warranty is the soil cand 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 of umplied. No representations of HEAL is authorized to give or make any other representation or warranty or modify the warranty in any way.
- The liability and obligations of HEAL, and the remedies of the Customer in conversion with any services performed by HEAL will be limited to repealing the services performed or, at the sole option of HEAL, refunding in full or no part foce paid by the Customer for such services. HEAL So bigation to repeal any services with respect to such sample will be confurged on the Customer's services with respect to any sample will be confurged on the Customer's services with respect to any variety size of the Customer's services and sufficient sample if necessary. Any remalysis generating Results consistent with the Original Results will be at the Customer's expense. Except us otherwise specialisally provided mereur. HEAL, leafly have no liability, obligation or responsibility of any land for any losses, costs, expertees, or other damnages (including but not limited to any special indirect, incidental or consequential damnages) for any representation or warranty of a kind with respect to HEAL'S Services or Results.
- In no event shall HEAL have any responsibility or lability 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 beyond the reasonable control of HEAL. Such cause and circumstance hash and except to the fact of control of the fact. Such cause and circumstance hash all include, but not be familed to, acts of God, acts of Customer, acts of forders of any government authority, strikes or other labor disputes, natural disseters, accidents, was, avil disputes, difficulties or delays in transportation, mail or delivery services, inability to obtain from HEAL usual sources sufficient services or supplies, or any other cause beyond HEAL's reasonable control.
- All results provided by HEAL are strictly for the use of its Customers, and HEAL is in no way responsible for the use of study results by Customers or briting parts. All results should be considered in their entirety, and HEAL is in no way responsible for the separation, detachment, or other use of say portion of the results.

5.4

- The customer represents and warrants that any sample delivered to HEAL will be preceded on excompaniately complete written disclosure of the presence of any hazardous substances known or suspoced by the customer. The Customer further warrants that any sample contaming any hazardous substance, which is to be delivered to HEAL'S premises will be peckaged, labeled, transported and deliwered to properly and in accordance with applicable laws.
- It is understood and agreed that all samples and outtings of materials containing hazardous containing heartones containing heartones containing heartones containing heartones. All containinated samples and laboratory byproducts will be returned to the Customer for disposal. It is understood and agreed that IEAL is not, and has no responsibility as, a generality, trading, store; or dispose of hazardous or toxic substances found or identified at a site, and the Customer agrees to assume the responsibility for the foregoing.

- The Customer shall indearruify and hold harmless HEAL from and against any and all claims, suits, judgements, damages, losse, liabilities, coperates, peryments, taxes, duties, fines and/or other costs (including but not limited to lability to a third party) attaing our of a) the presence of hazardous substances in any sample of the Customer regardless of the Customer specimences in any sample of the Customer graph of compliance with paragraph 5 5 heroof by accidents occurring thurng the transport of any sample of the Customer, cope of the Customer specimens of the Customer specimens of the Customer specimens of the Customer of the
- Should any Customer sample, due to its matrix or constituents of its matrix, cause the operations of slay HEAL instrumentation to be reduced, stopped, or alrea of, HEAL is entitled to comperation 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 undividual citamistances warranting the

# 6. ENTIRE AGREEMENT: SEVERABILITY

1.9

- These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by HELA as provided in Section 11, embodied the whole agreement of the parties. There are no promises, items, condutions, understandings, obligations or agreements other than those condutioned hearn, unders made in accordance with Section 7.1, and these Terms and Conditions shall supersede all previous communications, representablons, or agreements, either verbal or written, between the Customer and HEAL. HEAL specifically rejects all additional, inconsistents or conflicting terms, whether printed or otherwise selection in nony purchase order or other communication from the Customer to HEAL.
- The invalidity or uncarlorozability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or ariforcability of the remainder of the Terms and Conditions, the intent of the parties being that the provisions be severable.

6.2

# 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 monstreat or conditions. Which is in addition to or monstreat or conditions where Terms and Conditions. HEAL shall no be deemed to have amended or warved and provision, term or condition, or have given any required consert or approvation to the barve waved any breach of the Charge and required consert or approvations 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 whatoever to add to, defer alter or vary any of these Terms and Conditions in any manner, or to give any consent, approval or warver, and HEAL shall not be bound by any such purported addition, deferion, alteration, variation, consent, approval or warver.
- 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.

7.2

# 8. SAMPLE STORAGE

8.1

Bulk samples will be retained for thirty (30) days after the analytical report has been issued unless allernate 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 damation. Normanally, a sample storage fee of \$15.00 per sample, per month will be billed monthly unless other arrangements are made. If requested, unueed sample monthly unless other arrangements are made. If requested, unueed sample material may be returned at the client's experse. Materials, which are identified as hazardous, will be returned to the client or disposed of as hazardous waste and balled at the rate of \$25.00 per sample. HeArt reserves the right to return all phezozodioxins/dihearcofurnats to the dent.

# 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 of agreement, to which they apply, shall be governed both as to interpretation and performance by the laws of the State of New Mexico.

Date: 31-Jul-06

CLIENT:

Blagg Engineering

Lab Order:

0607319

Project:

BP: Jaquez GC C#1

Lab ID:

0607319-01

Client Sample ID: MW-1

Collection Date: 7/26/2006 1:35:00 PM

Date Received: 7/27/2006

Matrix: AQUEOUS

Analyses	Result	PQL Qua	al Units	DF	Date Analyzed
EPA METHOD 8260B: VOLATILES					Analyst: LM
Benzene	ND	1.0	µg/L	1	7/29/2006
Toluene	ND	1.0	μg/L	1	7/29/2006
Ethylbenzene	ND	1.0	μg/L	1	7/29/2006
Methyl tert-butyl ether (MTBE)	ND	1.5	μg/L	1	7/29/2006
1,2,4-Trimethylbenzene	ND	1.0	μg/L	1	7/29/2006
1,3,5-Trimethylbenzene	ND	1.0	µg/L	1	7/29/2006
1,2-Dichloroethane (EDC)	ND	1.0	µg/L	1	7/29/2006
1,2-Dibromoethane (EDB)	ND	1.0	µg/L	1	7/29/2006
Naphthalene	ND	2.0	µg/L	1	7/29/2006
1-Methylnaphthalene	ND	4.0	μg/L	1	7/29/2006
2-Methylnaphthalene	ND	4.0	μg/L	1	7/29/2006
Acetone	ND	10	µg/L	1	7/29/2006
Bromobenzene	ND	1.0	µg/L	1	7/29/2006
Bromochloromethane	ND	1.0	µg/L	1	7/29/2006
Bromodichloromethane	ND	1.0	µg/L	1	7/29/2006
Bromoform	ND	1.0	μg/L	1	7/29/2006
Bromomethane	ND	2.0	µg/L	1	7/29/2006
2-Butanone	ND	10	µg/L	1	7/29/2006
Carbon disulfide	ND	10	μg/L	1	7/29/2006
Carbon Tetrachloride	ND	2.0	μg/L	1	7/29/2006
Chlorobenzene	ND	1.0	µg/L	1	7/29/2006
Chloroethane	ND	2.0	μg/L	1	7/29/2006
Chloroform	ND	1.0	μg/L	1	7/29/2006
Chloromethane	ND	1.0	µg/L	1	7/29/2006
2-Chlorotoluene	ND	1.0	μg/L	1	7/29/2006
4-Chlorotoluene	ND	1.0	μg/L	1.	7/29/2006
cis-1,2-DCE	ND	1.0	μg/L	1	7/29/2006
cis-1,3-Dichloropropene	ND	1.0	μg/L	1	7/29/2006
1,2-Dibromo-3-chloropropane	ND	2.0	μg/L	1	7/29/2006
Dibromochloromethane	ND	1.0	µg/L	1	7/29/2006
Dibromomethane	ND	2.0	µg/L	1	7/29/2006
1,2-Dichlorobenzene	ND	1.0	μg/L	1	7/29/2006
1,3-Dichlorobenzene	ND	1.0	µg/L	1	7/29/2006
1,4-Dichlorobenzene	ND	1.0	μg/L	1	7/29/2006
Dichlorodifluoromethane	ND	1.0	µg/L	1	7/29/2006
1,1-Dichloroethane	ND	2.0	μg/L	1	7/29/2006
1,1-Dichloroethene	ND	1.0	μg/L	1	7/29/2006
1,2-Dichloropropane	ND	1.0	µg/L	1	7/29/2006
1,3-Dichloropropane	ND	1.0	μg/L	1	7/29/2006
2,2-Dichloropropane	ND	2.0	µg/L	1	7/29/2006

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

Date: 31-Jul-06

CLIENT:

Blagg Engineering

Lab Order:

0607319

Project:

BP: Jaquez GC C#1

Lab ID:

0607319-01

Client Sample ID: MW-1

Collection Date: 7/26/2006 1:35:00 PM

Date Received: 7/27/2006

Matrix: AQUEOUS

Analyses	Result	PQL	Qual U	nits	DF	Date Analyzed
EPA METHOD 8260B: VOLATILES						Analyst: LMN
1,1-Dichloropropene	ND	1.0	μ	g/L	1	7/29/2006
Hexachlorobutadiene	ND	2.0	μ	g/L	1	7/29/2006
2-Hexanone	ND	10	μς	g/L	1	7/29/2006
Isopropylbenzene	ND	1.0	μζ	g/L	1	7/29/2006
4-Isopropyltoluene	ND	1.0	μg	g/L .	1	7/29/2006
4-Methyl-2-pentanone	ND	10	μ	g/L	1	7/29/2006
Methylene Chloride	ND	3.0	μς	g/L	1	7/29/2006
n-Butylbenzene	ND	1.0	μ	g/L	1	7/29/2006
n-Propylbenzene	ND	1.0	μg	g/L	1	7/29/2006
sec-Butylbenzene	ND	2.0	μg	g/L	1	7/29/2006
Styrene	ND	1.5	μ	g/L	1	7/29/2006
tert-Butylbenzene	ND	1.0	μς	g/L	1	7/29/2006
1,1,1,2-Tetrachloroethane	ND	1.0	μ	g/L	1	7/29/2006
1,1,2,2-Tetrachloroethane	ND	1.0	μ	g/L	1	7/29/2006
Tetrachloroethene (PCE)	ND	1.0	μο	g/L	1	7/29/2006
trans-1,2-DCE	ND	1.0	μ	g/L	1	7/29/2006
trans-1,3-Dichloropropene	ND	1.0	μς	g/L	1	7/29/2006
1,2,3-Trichlorobenzene	ND	1.0	μο	g/L	1	7/29/2006
1,2,4-Trichlorobenzene	ND	1.0	μς	g/L	1	7/29/2006
1,1,1-Trichloroethane	ND	1.0	μ	g/L	1	7/29/2006
1,1,2-Trichloroethane	ND	1.0	μ	g/L	1	7/29/2006
Trichloroethene (TCE)	ND	1.0	μς	g/L	. 1	7/29/2006
Trichlorofluoromethane	ND	1.0	μς	g/L	1	7/29/2006
1,2,3-Trichloropropane	ND	2.0	μς	g/L	1	7/29/2006
Vinyl chloride	ND	1.0	μο	g/L	1	7/29/2006
Xylenes, Total	ND	3.0	μg	g/L	1	7/29/2006
Surr: 1,2-Dichloroethane-d4	111	69.9-130	%	REC	1	7/29/2006
Surr: 4-Bromofluorobenzene	106	75-139	%	REC	1	7/29/2006
Surr: Dibromofluoromethane	113	57.3-135	%	REC	1	7/29/2006
Surr: Toluene-d8	110	81.9-122	%	REC	1	7/29/2006

Qua	lifi	ers	
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<sup>\*</sup> Value exceeds Maximum Contaminant Level

E Value above quantitation range

J Analyte detected below quantitation limits

S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank

H Holding times for preparation or analysis exceeded

ND Not Detected at the Reporting Limit

Date: 31-Jul-06

CLIENT:

Blagg Engineering

Lab Order:

0607319

Project:

BP: Jaquez GC C#1

Lab ID:

0607319-02

Client Sample ID: MW-2

Collection Date: 7/26/2006 2:00:00 PM

Date Received: 7/27/2006

Matrix: AQUEOUS

Analyses	Result	PQL Q	12l Units	DF	Date Analyzed
EPA METHOD 8260B: VOLATILES					Analyst: LMI
Benzene	ND	1.0	μg/L	1	7/29/2006
Toluene	ND	1.0	µg/L	1	7/29/2006
Ethylbenzene	ND	1.0	μg/L	1	7/29/2006
Methyl tert-butyl ether (MTBE)	ND	1.5	μg/L	1	7/29/2006
1,2,4-Trimethylbenzene	ND	1.0	μg/L	1	7/29/2006
1,3,5-Trimethylbenzene	ND	1.0	µg/L	1	7/29/2006
1,2-Dichloroethane (EDC)	ND	1.0	µg/L	1,	7/29/2006
1,2-Dibromoethane (EDB)	ND	1.0	μg/L	1	7/29/2006
Naphthalene	ND	2.0	µg/L	1	7/29/2006
1-Methylnaphthalene	ND	4.0	μg/L	1	7/29/2006
2-Methylnaphthalene	ND	4.0	μg/L	1	7/29/2006
Acetone	ND	10	µg/L	1	7/29/2006
Bromobenzene	ND	1.0	μg/L	1	7/29/2006
Bromochloromethane	ND	1.0	μg/L	1	7/29/2006
Bromodichloromethane	ND	1.0	μg/L	1	7/29/2006
Bromoform	ND	1.0	μg/L	1	7/29/2006
Bromomethane	ND	2.0	μg/L	1	7/29/2006
2-Butanone	ND	10	μg/L	1	7/29/2006
Carbon disulfide	ND	10	μg/L	1	7/29/2006
Carbon Tetrachloride	ND	2.0	μg/L	. 1	7/29/2006
Chlorobenzene	ND	1.0	μg/L	1	7/29/2006
Chloroethane	ND	2.0	μg/L	1	7/29/2006
Chloroform	ND	1.0	μg/L	1	7/29/2006
Chloromethane	ND	1.0	μg/L	1	7/29/2006
2-Chlorotoluene	ND	1.0	μg/L	1	7/29/2006
4-Chlorotoluene	ND	1.0	μg/L	1	7/29/2006
cis-1,2-DCE	ND	1.0	μg/L	1	7/29/2006
cis-1,3-Dichloropropene	ND	1.0	μg/L	1	7/29/2006
1,2-Dibromo-3-chloropropane	ND	2.0	μg/L	1	7/29/2006
Dibromochloromethane	ND	1.0	μg/L	1	7/29/2006
Dibromomethane	ND	2.0	μg/L	1	7/29/2006
1,2-Dichlorobenzene	ND	1.0	μg/L	1	7/29/2006
1,3-Dichlorobenzene	ND	1.0	μg/L	1	7/29/2006
1,4-Dichlorobenzene	ND	1.0	μg/L	1	7/29/2006
Dichlorodifluoromethane	ND	1.0	μg/L	1	7/29/2006
1,1-Dichloroethane	ND	2.0	μg/L	1	7/29/2006
1,1-Dichloroethene	ND	1.0	μg/L	1	7/29/2006
1,2-Dichloropropane	ND	1.0	μg/L	1	7/29/2006
1,3-Dichloropropane	ND	1.0	μg/L	1	7/29/2006
2,2-Dichloropropane	ND	2.0	µg/L	1	7/29/2006

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

Date: 31-Jul-06

CLIENT:

Blagg Engineering

Lab Order:

0607319

Project:

BP: Jaquez GC C#1

Lab ID:

0607319-02

Client Sample ID: MW-2

Collection Date: 7/26/2006 2:00:00 PM

Date Received: 7/27/2006

Matrix: AQUEOUS

Analyses	Result	PQL	Qual U	Inits	DF	Date Analyzed
EPA METHOD 8260B: VOLATILES						Analyst: LMN
1,1-Dichloropropene	ND	1.0	μ	g/L	1	7/29/2006
Hexachlorobutadiene	ND	2.0	p	g/L	1	7/29/2006
2-Hexanone	ND	10	ير	g/L	1	7/29/2006
Isopropylbenzene	ND	1.0	μ	g/L	1	7/29/2006
4-Isopropyltoluene	ND	1.0	μ	g/L	1	7/29/2006
4-Methyl-2-pentanone	ND	10	μ	g/L	1	7/29/2006
Methylene Chloride	ND	3.0	μ	g/L	1	7/29/2006
n-Butylbenzene	ND	1.0	μ	g/L	1	7/29/2006
n-Propylbenzene	ND	1.0	μ	g/L	1	7/29/2006
sec-Butylbenzene	ND	2.0	μ	g/L	1	7/29/2006
Styrene	ND	1.5	μ	g/L	1	7/29/2006
tert-Butylbenzene	ND	1.0	μ	g/L	1	7/29/2006
1,1,1,2-Tetrachloroethane	ND	1.0	μ	g/L	1	7/29/2006
1,1,2,2-Tetrachloroethane	ND	1.0	μ	g/L	1	7/29/2006
Tetrachloroethene (PCE)	ND	1.0	μ	g/L	1	7/29/2006
trans-1,2-DCE	ND	1.0	μ	g/L	1	7/29/2006
trans-1,3-Dichloropropene	ND	1.0	μ	g/L	1	7/29/2006
1,2,3-Trichlorobenzene	ND	1.0	μ	g/L	1	7/29/2006
1,2,4-Trichlorobenzene	ND	1.0	μ	g/L	1	7/29/2006
1,1,1-Trichloroethane	ND	1.0	μ	g/L	1	7/29/2006
1,1,2-Trichloroethane	ND	1.0	μ	g/L	1	7/29/2006
Trichloroethene (TCE)	ND	1.0	μ	g/L	1	7/29/2006
Trichlorofluoromethane	ND	1.0	μ	g/L	1	7/29/2006
1,2,3-Trichloropropane	ND	2.0	μ	g/L	1	7/29/2006
Vinyl chloride	ND	1.0	μ	g/L	1	7/29/2006
Xylenes, Total	ND	3.0	μ	g/L	1	7/29/2006
Surr: 1,2-Dichloroethane-d4	113	69.9-130	%	&REC	1	7/29/2006
Surr: 4-Bromofluorobenzene	105	75-139	%	&REC	1	7/29/2006
Surr: Dibromofluoromethane	112	57.3-135	%	REC	1	7/29/2006
Surr: Toluene-d8	106	81.9-122	%	&REC	1	7/29/2006

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

Date: 31-Jul-06

CLIENT:

Blagg Engineering

Lab Order:

0607319

Project:

BP: Jaquez GC C#1

Lab ID:

0607319-03

Client Sample ID: MW-3

Collection Date: 7/26/2006 2:30:00 PM

Date Received: 7/27/2006

Matrix: AQUEOUS

Analyses	Result	PQL Qu	al Units	DF	Date Analyzed
EPA METHOD 8260B: VOLATILES					Analyst: LMN
Benzene	ND	1.0	µg/L	1.	7/29/2006
Toluene	. ND	1.0	µg/L	1	7/29/2006
Ethylbenzene	ND	1.0	µg/L	1	7/29/2006
Methyl tert-butyl ether (MTBE)	ND	1.5	µg/L	1	7/29/2006
1,2,4-Trimethylbenzene	ND	1.0	µg/L	1	7/29/2006
1,3,5-Trimethylbenzene	ND	1.0	μg/L	1	7/29/2006
1,2-Dichloroethane (EDC)	ND	1.0	µg/L	1	7/29/2006
1,2-Dibromoethane (EDB)	ND	1.0	µg/L	1	7/29/2006
Naphthalene	ND	2.0	µg/L	1	7/29/2006
1-Methylnaphthalene	ND	4.0	µg/L	1	7/29/2006
2-Methylnaphthalene	ND	4.0	μg/L	1	7/29/2006
Acetone	ND	10	μg/L	1	7/29/2006
Bromobenzene	ND	1.0	µg/L	1	7/29/2006
Bromochloromethane	ND	1.0	µg/L	1	7/29/2006
Bromodichloromethane	ND	1.0	μg/L	1	7/29/2006
Bromoform	ND	1.0	μg/L	1	7/29/2006
Bromomethane	ND	2.0	µg/L	1	7/29/2006
2-Butanone	ND	10	μg/L	1	7/29/2006
Carbon disulfide	ND	10	μg/L	1	7/29/2006
Carbon Tetrachloride	ND	2.0	μg/L	1	7/29/2006
Chlorobenzene	ND	1.0	µg/L	1	7/29/2006
Chloroethane	ND	2.0	μg/L	1	7/29/2006
Chloroform	ND	1.0	μg/L	1	7/29/2006
Chloromethane	ND	1.0	μg/L	1	7/29/2006
2-Chlorotoluene	ND	1.0	μg/L	1	7/29/2006
4-Chlorotoluene	ND	1.0	µg/L	- 1	7/29/2006
cis-1,2-DCE	ND	1.0	µg/L	1	7/29/2006
cis-1,3-Dichloropropene	ND	1.0	µg/L	1	7/29/2006
1,2-Dibromo-3-chloropropane	ND	2.0	μg/L	1	7/29/2006
Dibromochloromethane	ND	1.0	µg/L	1	7/29/2006
Dibromomethane	ND	2.0	µg/L	1	7/29/2006
1,2-Dichlorobenzene	ND	1.0	μg/L	1	7/29/2006
1,3-Dichlorobenzene	ND	1.0	μg/L	1	7/29/2006
1,4-Dichlorobenzene	ND	1.0	μg/L	1	7/29/2006
Dichlorodifluoromethane	ND	1.0	µg/L	1	7/29/2006
1,1-Dichloroethane	ND	2.0	μg/L	1	7/29/2006
1,1-Dichloroethene	ND	1.0	μg/L	1	7/29/2006
1,2-Dichloropropane	ND	1.0	μg/L	1	7/29/2006
1,3-Dichloropropane	ND	1.0	µg/L	1	7/29/2006
2,2-Dichloropropane	ND	2.0	μg/L	1	7/29/2006

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

Date: 31-Jul-06

CLIENT:

Blagg Engineering

Lab Order:

0607319

Project:

BP: Jaquez GC C#1

Lab ID:

0607319-03

Client Sample ID: MW-3

Collection Date: 7/26/2006 2:30:00 PM

Date Received: 7/27/2006

Matrix: AQUEOUS

Analyses	Result	PQL	Qual Units	DF	Date Analyzed
EPA METHOD 8260B: VOLATILES					Analyst: LMM
1,1-Dichloropropene	ND	1.0	μg/L	1	7/29/2006
Hexachlorobutadiene	ND	2.0	µg/L	1	7/29/2006
2-Hexanone	ND	10	µg/L	1	7/29/2006
Isopropylbenzene	ND	1.0	μg/L	. 1	7/29/2006
4-Isopropyltoluene	ND	1.0	µg/L	1	7/29/2006
4-Methyl-2-pentanone	ND	10	µg/L	1	7/29/2006
Methylene Chloride	ND	3.0	µg/L	1	7/29/2006
n-Butylbenzene	ND	1.0	µg/L	1	7/29/2006
n-Propylbenzene	ND	1.0	µg/L	1	7/29/2006
sec-Butylbenzene	ND	2.0	μg/L	1	7/29/2006
Styrene	ND	1.5	µg/L	1	7/29/2006
tert-Butylbenzene	ND	1.0	μg/L	1	7/29/2006
1,1,1,2-Tetrachloroethane	ND	1.0	μg/L	1	7/29/2006
1,1,2,2-Tetrachloroethane	ND	1.0	μg/L	1	7/29/2006
Tetrachloroethene (PCE)	ND	1.0	µg/L	1	7/29/2006
trans-1,2-DCE	ND	1.0	μg/L	1	7/29/2006
trans-1,3-Dichloropropene	ND	1.0	µg/L	1	7/29/2006
1,2,3-Trichlorobenzene	ND	1.0	µg/L	1	7/29/2006
1,2,4-Trichlorobenzene	ND	1.0	µg/L	1	7/29/2006
1,1,1-Trichloroethane	ND	1.0	µg/L	1	7/29/2006
1,1,2-Trichloroethane	ND	1.0	μg/L	1	7/29/2006
Trichloroethene (TCE)	ND	1.0	μg/L	1	7/29/2006
Trichlorofluoromethane	ND	1.0	µg/L	1	7/29/2006
1,2,3-Trichloropropane	ND	2.0	μg/L	1	7/29/2006
Vinyl chloride	ND	1.0	μg/L	1	7/29/2006
Xylenes, Total	ND	3.0	µg/L	1	7/29/2006
Surr: 1,2-Dichloroethane-d4	111	69.9-130	%REC	1	7/29/2006
Surr: 4-Bromofluorobenzene	113	75-139	%REC	1	7/29/2006
Surr: Dibromofluoromethane	113	57.3-135	%REC	1	7/29/2006
Surr: Toluene-d8	97.7	81.9-122	%REC	1	7/29/2006

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

#### \_\_\_\_

Date: 31-Jul-06

#### QA/QC SUMMARY REPORT

Client:

Blagg Engineering

Project:

BP: Jaquez GC C#1

Work Order:

0607319

Project: BP: Jaquez (								Work Order	: 0607319
Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Method: SW8260B	***************************************								
Sample ID: 0607319-01a msd		MSD			Batch	ID: <b>R20087</b>	Analysis D	Date:	7/29/200
Benzene	18.52	μg/L	1.0	92.6	71	124	0.108	15	
Toluene	19.03	μg/L	1.0	95.1	77.7	120	7.43	15	
Chlorobenzene	18.97	µg/L	1.0	94.9	81.1	130	5.95	15	
1,1-Dichloroethene	17.48	µg/L	1.0	87.4	65.5	134	6.64	17.8	
Trichloroethene (TCE)	18.22	µg/L	1.0	91.1	69.5	119	0.580	19.8	
Sample ID: 5mL rb		MBLK			Batch	ID: <b>R20087</b>	Analysis D	Date:	7/28/200
Benzene	ND	µg/L	1.0						
Toluene	ND	µg/L	1.0						
Ethylbenzene	ND	µg/L	1.0						
Methyl tert-butyl ether (MTBE)	ND	μg/L	1.5						
1,2,4-Trimethylbenzene	ND	µg/L	1.0						
1,3,5-Trimethylbenzene	ND	µg/L	1.0						
1,2-Dichloroethane (EDC)	ND	μg/L	1.0						
1,2-Dibromoethane (EDB)	ND	µg/L	1.0						
Naphthalene	ND	µg/L	2.0						
1-Methylnaphthalene	ND	μg/L	4.0						
2-Methylnaphthalene	ND	μg/L	4.0						
Acetone	ND	µg/L	10						
Bromobenzene	ND	μg/L	1.0						
Bromochloromethane	ND	μg/L	1.0						
Bromodichloromethane	ND	μg/L	1.0						
Bromoform	ND	µg/L	1.0						
Bromomethane	ND	µg/L	2.0						
2-Butanone	ND	μg/L	10						
Carbon disulfide	ND	μg/L	10						
Carbon Tetrachloride	ND	μg/L	2.0						
Chlorobenzene	ND		1.0						
Chloroethane	ND	μg/L	2.0						
Chloroform	ND	μg/L	1.0						
		µg/L	1.0						
Chloromethane 2-Chlorotoluene	ND ND	µg/L	1.0						
4-Chlorotoluene	ND	μg/L	1.0						
cis-1,2-DCE	ND	μg/L	1.0						
cis-1,3-Dichloropropene	ND	μg/L	1.0						
1,2-Dibromo-3-chloropropane	ND	μg/L μg/L	2.0						
Dibromochloromethane	ND	μg/L	1.0						
Dibromomethane	ND	μg/L μg/L	2.0						
1,2-Dichlorobenzene	ND	μg/L μg/L	1.0						
1,3-Dichlorobenzene	ND	μg/L μg/L	1.0						
1,4-Dichlorobenzene	ND	μg/L μg/L	1.0						
Dichlorodifluoromethane	ND		1.0						
		μg/L							
1,1-Dichloroethane 1,1-Dichloroethene	ND ND	μg/L	2.0						
i i-i/Ciloroemene	NU	μg/L	1.0						

E Value above quantitation range

J Analyte detected below quantitation limits

R RPD outside accepted recovery limits

H Holding times for preparation or analysis exceeded

ND Not Detected at the Reporting Limit

S Snike Recovery outside accepted recovery limits 7 / 9

Date: 31-Jul-06

#### QA/QC SUMMARY REPORT

Client:

Blagg Engineering

Project:

BP: Jaquez GC C#1

Work Order:

0607319

Analyte	Result	Units	PQL	%Rec	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Method: SW8260B									
Sample ID: 5mL rb		MBLK			Batch II	D: <b>R20087</b>	Analysis Da	ate:	7/28/200
1,3-Dichloropropane	ND	μg/L	1.0						
2,2-Dichloropropane	ND	µg/L	2.0						
1,1-Dichloropropene	ND	μg/L	1.0						
Hexachlorobutadiene	ND	μg/L	2.0						
2-Hexanone	ND	µg/L	10						
Isopropylbenzene	ND	µg/L	1.0						
4-Isopropyltoluene	ND	µg/L	1.0						
4-Methyl-2-pentanone	ND	µg/L	10						
Methylene Chloride	ND	μg/L	3.0						
n-Butylbenzene	ND	μg/L	1.0						
n-Propylbenzene	ND	μg/L	1.0						
sec-Butylbenzene	ND	μg/L	2.0						
Styrene	ND	μg/L	1.5						
tert-Butylbenzene	ND	µg/L	1.0						
1,1,1,2-Tetrachloroethane	ND	µg/L	1.0						
1,1,2,2-Tetrachloroethane	ND	μg/L	1.0						
Tetrachloroethene (PCE)	ND	µg/L	1.0						
trans-1,2-DCE	ND	µg/L	1.0						
trans-1,3-Dichloropropene	ND	μg/L	1.0						
1,2,3-Trichlorobenzene	ND	µg/L	1.0						
1,2,4-Trichlorobenzene	ND	µg/L	1.0						
1,1,1-Trichloroethane	ND	µg/L	1.0						
1,1,2-Trichloroethane	ND	µg/L	1.0						
Trichloroethene (TCE)	ND	µg/L	1.0						
Trichlorofluoromethane	ND	μg/L	1.0						
1,2,3-Trichloropropane	ND	µg/L	2.0						
Vinyl chloride	ND	μg/L	1.0						
Xylenes, Total	ND	µg/L	3.0						
Sample ID: 100ng lcs		LCS			Batch I	D: <b>R20087</b>	Analysis D	ate:	7/28/200
Benzene	17.70	µg/L	1.0	88.5	71	124			
Toluene	18.22	µg/L	1.0	91.1	81.5	118			
Chlorobenzene	19.32	µg/L	1.0	96.6	81.2	132			
1,1-Dichloroethene	20.23	µg/L	1.0	101	65.5	134			
Trichloroethene (TCE)	18.66	μg/L	1.0	93.3	69.5	119			
Sample ID: 0607319-01a ms		MS			Batch I	D: <b>R20087</b>	Analysis D	ate:	7/29/200
Benzene	18.50	µg/L	1.0	92.5	71	124			
Toluene	20.49	μg/L	1.0	102	77.7	120			
Chlorobenzene	20.14	μg/L	1.0	101	81.1	130			
1,1-Dichloroethene	18.68	µg/L	1.0	93.4	65.5	134			
Trichloroethene (TCE)	18.33	µg/L	1.0	91.6	69.5	119			

E Value above quantitation range

J Analyte detected below quantitation limits

R RPD outside accepted recovery limits

H Holding times for preparation or analysis exceeded

ND Not Detected at the Reporting Limit

S Snike Recovery outside accepted recovery limits

#### Sample Receipt Checklist

Client Name BLAGG				Date and Time	Received:		7/	27/2006
Work Order Number 0607319	/ / /			Received by	GLS			
Checklist completed by Signature	Shopp	e	7-	-28-0(	0_			
Matrix /	Carrier name	Clier	nt drop-off					
Shipping container/cooler in good condition?		Yes	$\checkmark$	No 🗆	Not Present			
Custody seals intact on shipping container/coole	er?	Yes	<b>✓</b>	No 🗌	Not Present	$\Box$ .	Not Shipped	
Custody seals intact on sample bottles?		Yes		No 🗆	N/A	V		
Chain of custody present?		Yes	<b>✓</b>	No 🗆				
Chain of custody signed when relinquished and	received?	Yes	~	No 🗆				
Chain of custody agrees with sample labels?		Yes	$\checkmark$	No 🗌				
Samples in proper container/bottle?		Yes	<b>✓</b>	No 🗆				
Sample containers intact?		Yes	<b>✓</b>	No 🗌				
Sufficient sample volume for indicated test?		Yes	~	No 🗌				
All samples received within holding time?		Yes		No 🗌				
Water - VOA vials have zero headspace?	No VOA vials subr	nitted		Yes 🗹	No 🗌			
Water - pH acceptable upon receipt?		Yes		No 🗌	N/A 🗹			
Container/Temp Blank temperature?			4°	4° C ± 2 Accepta	ble			
				lf given sufficient	time to cool.			
COMMENTS:								
						NAME AND ADDRESS OF THE PARTY O		
Client contacted	Date contacted:			Pers	on contacted			
Contacted by:	Regarding							
Comments:								
Corrective Action								

### **CHAIN OF CUSTODY RECORD**

Client / Project Name	t / Project Name Project Location				ANALYSIS / PARAMETERS									
BLAGE /x	3 P		JAQU.	EZ 60 C#	/			ANAI	YSIS / PAP	RAMETER	RS			
Sampler:			Client No.				FOR					Remarks		
			94034	94034-010			1025/				PRESHI	WED.	Co	XX
Sample No./ Identification	Sample Date	Sample Time	Lab Number	Sample Matrix	No. of Containers	1	ation's				PRESER GRAB	SAM	Pb	ES
MW #1	8/15/06	0900	38169	WATER	1		/							
	1,1,1													
MW #2	8/15/06	0850	38170	WATER	1		/							
mw #3	8/15/06	0855	38171	WATER			/							
, , ,	0/1906	0000	501 11	Wires	/		V							
Relinquished by (Signatu	ire)			Date Time 8/15/06/14/03	Received by	Signature	7 ×	V.	a			Date		ime
Relinquished by: (Signatu					Received by:	(Signature					7	715/06		, - ,
Relinquished by: (Signatu	ıre)				Received by:	(Signature	9)							
				<b>ENVIROT</b>	ECH	INC	)				Sample	Receipt	,	
												Y	N	N/A
				5796 U.S. Farmington, Ne						Rec	eived Intact			
					332-0615					Cool	- Ice/Blue Ic	e 🗸		

# ENVIROTECH LABS

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

Client:	Blagg / BP	Project #:	94034-010
Sample ID:	MW #1	Date Reported:	08-16-06
Laboratory Number:	38169	Date Sampled:	08-15-06
Chain of Custody:	14673	Date Received:	08-15-06
Sample Matrix:	Water	Date Extracted:	N/A
Preservative:	Cool	Date Analyzed:	08-15-06
Condition:	Cool & Intact		

	Analytical			
Parameter	Result	Units		
рН	7.90	s.u.		
Conductivity @ 25° C	514	umhos/cm		
Total Dissolved Solids @ 180C	360	mg/L		
Total Dissolved Solids (Calc)	390	mg/L		
SAR	2.0	ratio		
Total Alkalinity as CaCO3	270	mg/L		
Total Hardness as CaCO3	189	mg/L		
Bicarbonate as HCO3	270	mg/L	4.43	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	0.1	mg/L	0.00	meq/L
Nitrite Nitrogen	0.005	mg/L	0.00	meq/L
Chloride	18.0	mg/L	0.51	meq/L
Fluoride	0.26	mg/L	0.01	meq/L
Phosphate	0.7	mg/L	0.02	meq/L
Sulfate	75.0	mg/L	1.56	meq/L
Iron	0.001	mg/L	0.00	meq/L
Calcium	67.6	mg/L	3.37	meq/L
Magnesium	4.9	mg/L	0.40	meq/L
Potassium	2.09	mg/L	0.05	meq/L
Sodium	62.2	mg/L	2.70	meq/L
Cations			6.53	meg/L
Anions			6.53	meq/L
Cation/Anion Difference			0.00%	

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: Jaquez GC C #1. Grab Sample.

Analyst Review

# ENVIROTECH LABS

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

Client:	Blagg / BP	Project #:	94034-010
Sample ID:	MW #2	Date Reported:	08-16-06
Laboratory Number:	38170	Date Sampled:	08-15-06
Chain of Custody:	14673	Date Received:	08-15-06
Sample Matrix:	Water	Date Extracted:	N/A
Preservative:	Cool	Date Analyzed:	08-15-06
Condition:	Cool & Intact		

	Analytical			
Parameter	Result	Units		
рН	8.07	s.u.		
Conductivity @ 25° C	441	umhos/cm		
Total Dissolved Solids @ 180C	280	mg/L		
Total Dissolved Solids (Calc)	300	mg/L		
SAR	1.3	ratio		
Total Alkalinity as CaCO3	170	mg/L		
Total Hardness as CaCO3	160	mg/L		
Bicarbonate as HCO3	170	ma/l	2.79	meg/L
		mg/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	0.1	mg/L	0.00	meq/L
Nitrite Nitrogen	0.007	mg/L	0.00	meq/L
Chloride	18.0	mg/L	0.51	meq/L
Fluoride	0.18	mg/L	0.01	meq/L
Phosphate	0.5	mg/L	0.02	meq/L
Sulfate	75.0	mg/L	1.56	meq/L
Iron	0.001	mg/L	0.00	meq/L
Calcium	60.8	mg/L	3.03	meq/L
Magnesium	1.95	mg/L	0.16	meq/L
Potassium	0.96	mg/L	0.02	meq/L
Sodium	38.3	mg/L	1.67	meq/L
Cations			4.88	meq/L
Anions			4.88	meq/L
Cation/Anion Difference			0.05%	

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: Jaquez GC C #1. Grab Sample.

Analyst

Luch Warll

Mister m Waller
Review



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

Client:	Blagg / BP	Project #:	94034-010
Sample ID:	MW #3	Date Reported:	08-16-06
Laboratory Number:	38171	Date Sampled:	08-15-06
Chain of Custody:	14673	Date Received:	08-15-06
Sample Matrix:	Water	Date Extracted:	N/A
Preservative:	Cool	Date Analyzed:	08-15-06
Condition:	Cool & Intact		

	Analytical			
Parameter	Result	Units		
рН	8.19	s.u.		
Conductivity @ 25° C	370	umhos/cm		
Total Dissolved Solids @ 180C	260	mg/L		
Total Dissolved Solids (Calc)	290	mg/L		
SAR	1.8	ratio		
Total Alkalinity as CaCO3	180	mg/L		
Total Hardness as CaCO3	144	mg/L		
Bicarbonate as HCO3	180	mg/L	2.95	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	0.2	mg/L	0.00	meq/L
Nitrite Nitrogen	0.007	mg/L	0.00	meq/L
Chloride	54.0	mg/L	1.52	meq/L
Fluoride	0.27	mg/L	0.01	meq/L
Phosphate	0.6	mg/L	0.02	meq/L
Sulfate	25.0	mg/L	0.52	meq/L
Iron	0.016	mg/L	0.00	meq/L
Calcium	52.8	mg/L	2.63	meq/L
Magnesium	2.93	mg/L	0.24	meq/L
Potassium	0.46	mg/L	0.01	meq/L
Sodium	49.3	mg/L	2.14	meq/L
Cations			5.03	meq/L
Anions			5.03	meq/L
Cation/Anion Difference			0.03%	

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: Jaquez GC C #1. Grab Sample.

Analyst

Roview Matter