

K & S Heavy Equipment

August 24, 2005

495 N. Greenville Road Livermore, CA 94550 Attn.: Keith Wood

Keith

Attached is our report for your samples received on 08/02/2005 14:15

This report has been reviewed and approved for release. Reproduction of this report is permitted only in its entirety.

Please note that any unused portion of the samples will be discarded after 09/16/2005 unless you have requested otherwise.

We appreciate the opportunity to be of service to you. If you have any questions, please call me at (925) 484-1919.

You can also contact me via email. My email address is: dsharma@stl-inc.com Sincerely,

haema

Dimple Sharma Project Manager



CAM W.E.T. (STLC) Metals

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 08/02/2005 14:15

Samples Reported

Sample Name	Date Sampled	Matrix	Lab#
SOIL SAMPLE	08/01/2005 18:30	Soil	1



CAM W.E.T. (STLC) Metals

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 08/02/2005 14:15

Prep(s): CA W.E.T./3005A

Sample ID: SOIL SAMPLE

Sampled: 08/01/2005 18:30

Matrix: Soil

Test(s): 6010B

Lab ID:

2005-08-0056 - 1

Extracted: 8/

8/8/2005 10:45

QC Batch#: 2005/08/08-04.15

Compound	Conc.	RL	Unit	Dilution	Analyzed	Flag
Chromium	ND	0.50	mg/L	1.00	08/08/2005 13:45	
Lead	0.77	0.50	mg/L	1.00	08/08/2005 13:45	



CAM W.E.T. (STLC) Metals

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

MB: 2005/08/08-04.15-068

Project:

Lead

Received: 08/02/2005 14:15

mg/L

Batch QC Report

Prep(s): 3005A Method Blank

Soil

Test(s): 6010B QC Batch # 2005/08/08-04.15

Date Extracted: 08/08/2005 10:45

08/08/2005 13:11

 Compound
 Conc.
 RL
 Unit
 Analyzed
 Flag

 Chromium
 ND
 0.50
 mg/L
 08/08/2005 13:11

ND

0.50



CAM W.E.T. (STLC) Metals

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 08/02/2005 14:15

Batch QC Report

Prep(s): 3005A

Test(s): 6010B

Laboratory Control Spike

Soil

QC Batch # 2005/08/08-04.15

LCS LCSD 2005/08/08-04.15-069 2005/08/08-04.15-070 Extracted: 08/08/2005 Extracted: 08/08/2005 Analyzed: 08/08/2005 13:15 Analyzed: 08/08/2005 13:18

Compound	Conc.	Conc. mg/L		Reco	very %	RPD	Ctrl.Limits % Flag			ags
Composito	LCS	LCSD		LCS	LCSD	%	Rec.	RPD	LCS	LCSD
Chromium Lead	4.96 4.83	5.10 4.96	5.00 5.00	99.2 96.6	102.0 99.2	2.8 2.7	80-120 80-120			



Oil & Grease (Total) by EPA 1664A

K & S Heavy Equipment

Attn.: Keith Wood

495 N, Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 08/02/2005 14:15

Samples Reported

Sample Name	Date Sampled	Matrix	Lab#
SOIL SAMPLE	08/01/2005 18:30	Soil	1



Oil & Grease (Total) by EPA 1664A

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 08/02/2005 14:15

Prep(s):

1664A

Test(s):

1664A

Sample ID: SOIL SAMPLE

Lab ID:

2005-08-0056 - 1

Sampled: 08/01/2005 18:30 Extracted:

8/4/2005 14:00

Matrix: Soil

QC Batch#: 2005/08/04-01.23

Compound	Conc.	RL	Unit	Dilution	Analyzed	Flag
Oil & Grease (total)	21000	100	mg/Kg	1.00	08/05/2005 17:00	



Oil & Grease (Total) by EPA 1664A

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

MB: 2005/08/04-01.23-001

Project:

Received: 08/02/2005 14:15

Batch QC Report

Prep(s): 9071B Method Blank

Soil

Test(s): 9071B

QC Batch # 2005/08/04-01.23

Date Extracted: 08/04/2005 14:00

Compound	Conc.	RL	Unit	Analyzed	Flag
Oil & Grease (total)	ND	100	mg/Kg	08/04/2005 16:30	



Oil & Grease (Total) by EPA 1664A

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 08/02/2005 14:15

Batch QC Report

Prep(s): 9071B

Test(s): 9071B

Laboratory Control Spike

Soil

QC Batch # 2005/08/04-01.23

LCS

2005/08/04-01.23-002

Extracted: 08/04/2005

Analyzed: 08/04/2005 16:30

LCSD

2005/08/04-01.23-003

Extracted: 08/04/2005

Analyzed; 08/04/2005 16:30

Compound	Conc. mg/Kg		Exp.Conc.	Recovery %		RPD	Ctrl.Limits % Flags			ags
Compound	LCS	LCSD		LCS	LCSD	%	Rec.	RPD	LCS	LCSD
Oll & Grease (total)	790	739	800	98.8	92.4	6.7	79-114	18		

SUVERN STL

STL San Francisco Chain of Custody 1220 Quarry Lane Pleasanton CA 94586-4756 Phone: (925) 484-19

Reference #: 11720)

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Attr: Keth Wood Gorepany K. S. Heav Address: 445 N. Gree Phone 124 44 823 Em Bill To K. S. Attn: Sample ID De	ZAYIL ZAYIL Sample Phones	é (K) (H) d By:	l Liv Regist	THEPA DINENCI DISCONDE	Pugentle Assmaltes OTEX EPA - C) NOT D 82618	TEPH CPA (2015M* D. Saica Gel CI Diesel D. Maryr Ol (20) bel	Fuel Testa (P.A. 220) BB. CLI Gas CL BT EX. CL Finn Ovyrales CL DCA, EDB CL Estranza	Pulsastie Helecations (HVCACs) EPA 8021 ty society	Volunt Counting GCAAS (VOCS) CD EPA 82608 CD 624	Seminatelins BCMS D EPA 8210 D 626	CP4 re54) X Total	Poutedes, CI EPA 8281 CJ 508 PC8s CJ EPA 8562 CJ 608	PNAS Dy ID 8210	CAMIT Meials (BPA 5010/47/1/1771)	Mulos: Diland Dilift Direa D'Offist	Low Level Meius by EPA XOMIGE (ICP-MS):	wentence o rese Lena d√CRom	C Herspiele Chromium C off (24) hold time for 14,0)	D Spec Cond. Cl Alkelinky Cl 153 Cl 1D5 D	Anions: DCI C.SO, DNO, DFC,		The state of the s		Auron al Centanes
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•	SEVERN	STL
		SIL

STL San Francisco RECEIVED Sample Receipt Checklist Submission #:2004-APR 2 9 2005 FIRE PREVENTION Checklist completed by: (initials) Col SOIL Cus Cha Cha Cha San Sam Suffi All s Conf Potenual reason for > 6°C - Ice melted 🗔 : Ice in bags : 📵 : Not enough ice 🖽 : Not enough blue ice : 🗓 : Samples in boxes : 🗓 Sampled < 4hr. ago? A lce not required (e.g., air or bulk sample) lce Present Yes No. No VOA vials submitted Yes No_ Water - VOA vials have zero headspace? (if bubble is present, refer to approximate bubble size and itemize in comments as S (small \sim O), M (medium \sim O) or L (large \sim O) Water - pH acceptable upon receipt? ☐ Yes ☐ No □ pH adjusted-- Preservative used: □ HNO₃ □ HCl □ H₂SO₄ □ NaOH □ ZnOAc -Lot #(s) For any item check-listed "No", provided detail of discrepancy in comment section below: Comments: Project Management [Routing for instruction of indicated discrepancy(ies)] Client contacted: Yes No Project Manager: (initials) _____ Date: ____/___/04 Summary of discussion: Corrective Action (per PM/Client):



Invoice

Invoice#:

72032611

Submission:

2004-09-0785

Project Manager: Dimple Sharma

September 30, 2004

Bill To:	K&SHEAVY / 367970	CA DHS ELAP# 2496 Federal ID# 23-291996
K & S Heavy Equipment Attn Keith Wood	Samples Received: September 27, 2004 12:13 pm	
495 N. Greenville Road Livermore, CA 94550		

Samples Received From:	Reported To:	
K & S Heavy Equipment Keith Wood	K & S Heavy Equipment Keith Wood	
495 N. Greenville Road Livermore, CA 94550	495 N. Greenville Road Livermore, CA 94550	•
Project:	Site:	

Qty Matrix	Analysis	TAT	Unit Price	RC	Tax	Total
1 Soil	Oil & Grease (Total) by EPA 1664	5 Day	\$80.00			\$80.00
1 Soil	LUFT 5 Metals	5 Day	\$65.00			\$65.00
			Total Due:			\$145.00

Comments:

Paid with ck# 7403

Terms and Conditions:

COD

Please send payment to:

Severn Trent Laboratories, Inc. Lock Box - PO Box 7777 W4305 Philadelphia, PA 19175-4305

Phone: (925) 484-1919 Fax: (925) 484-1096

RC= Rush Charge



K & S Heavy Equipment

September 30, 2004

495 N. Greenville Road Livermore, CA 94550 Attn.: Keith Wood

Keith

Attached is our report for your samples received on 09/27/2004 12:13 This report has been reviewed and approved for release. Reproduction of this report is permitted only in its entirety.

Please note that any unused portion of the samples will be discarded after 11/11/2004 unless you have requested otherwise.

We appreciate the opportunity to be of service to you. If you have any questions, please call me at (925) 484-1919.

You can also contact me via email. My email address is: dsharma@stl-inc.com

Laema

Sincerely,

Dimple Sharma Project Manager



LUFT 5 Metals

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 09/27/2004 12:13

Samples Reported

Sample Name	Date Sampled	Matrix	Lab#
SOIL SAMPLE#1	09/27/2004 09:00	Soil	1



LUFT 5 Metals

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 09/27/2004 12:13

Prep(s): 3050B

Sample ID: SOIL SAMPLE#1

09/27/2004 09:00 Sampled:

Matrix:

Soil

Test(s):

6010B

Lab ID:

2004-09-0785 - 1

Extracted:

9/27/2004 14:21

QC Batch#: 2004/09/27-07.15

Analysis Flag: . (See Legend and Note Section)

Compound	Stlc	Ttlc	Conc.	RL	Unit	Dilution	Analyzed	Flag
Cadmium	1.0	100	10	0.50	mg/Kg	1.00	09/28/2004 10:11	
Chromium	5.	500/250	<u>v (79)</u>	1.0	mg/Kg	1.00	09/28/2004 10:11	
Lead	5	1000	(220)	1.0	mg/Kg	1.00	09/28/2004 10:11	
Nickel	20	2000	31	1.0	mg/Kg	1.00	09/28/2004 10:11	
Zinc	220	5 000	100	1.0	mg/Kg	1.00	09/28/2004 10:11	

14,000 mg/ng 0-11 = Greace



LUFT 5 Metals

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 09/27/2004 12:13

Batch QC Report

Prep(s): 3050B Method Blank

Soil

Test(s): 6010B QC Batch # 2004/09/27-07.15

MB: 2004/09/27-07.15-041

Date Extracted: 09/27/2004 14:21

Compound	Conc.	RL	Unit	Analyzed	Flag
Cadmium	ND	0.50	mg/Kg	09/28/2004 09:57	
Chromium	ND	1.0	mg/Kg	09/28/2004 09:57	
Lead	ND	1.0	mg/Kg	09/28/2004 09:57	
Nickel	ND	1.0	mg/Kg	09/28/2004 09:57	
Zinc	ND	1.0	mg/Kg	09/28/2004 09:57	



LUFT 5 Metals

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 09/27/2004 12:13

Batch QC Report

Prep(s): 3050B

Test(s): 6010B

Laboratory Control Spike

Soil

QC Batch # 2004/09/27-07.15

LCS LCSD 2004/09/27-07.15-042 2004/09/27-07.15-043 Extracted: 09/27/2004 Extracted: 09/27/2004 Analyzed: 09/28/2004 10:02 Analyzed: 09/28/2004 10:06

Compound	Conc.	mg/Kg	Exp.Conc.	Conc. Recovery % RPD Ctrl.Limits % Flag		Recovery % RPD Ctrl.Limits %		ags		
Compound	LCS	LCSD		LCS	LCSD	%	Rec.	RPD	LCS	LCSD
Cadmium	98,9	98.3	100.0	98.9	98.3	0.6	80-120	20		
Chromium	95.2	94.5	100.0	95.2	94.5	0.7	80-120	20		
Lead	97.4	98.6	100.0	97.4	98.6	1.2	80-120	20		
Nickel	97.1	96.4	100.0	97.1	96.4	0.7	80-120	20		
Zinc	94.7	94.3	100.0	94.7	94.3	0.4	80-120	20		

Page 4 of 6



LUFT 5 Metals

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Zinc

Received: 09/27/2004 12:13

Batch QC Report

Test(s): 6010B 3050B Prep(s):

QC Batch # 2004/09/27-07.15 Soil Matrix Spike (MS/MSD)

2004-09-0785 - 001 Lab ID: SOIL SAMPLE#1 >> MS

Analyzed: 09/28/2004 10:28 Extracted: 09/27/2004 2004/09/27-07.15-047 MS:

Dilution: 1.00

09/28/2004 10:32 Analyzed: Extracted: 09/27/2004 MSD: 2004/09/27-07.15-048 1.00 Dilution:

Limits % Flags Recovery % Spk.Level mg/Kg Conc. Compound RPD MSD RPD Rec. MS MSD Sample mg/Kg MS MSD MS 20 82.1 84.0 2.3 75-125 97.1 84.2 1.02 80.7 Cadmium 61.9 93.0 40.2 75-125 20 mso rpd 97.1 78.9 139 171 Chromium 118.2 183. 75-125 20 mso rpd 97.1 5.1 224 229 341 Lead 97.1 78.4 83.9 6.8 75-125 20 30.9 107 114 Nickel

97.1

103

196

184

83.4

93.9

11.8

75-125

20



LUFT 5 Metals

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 09/27/2004 12:13

Legend and Notes

Analysis Flag

Result Flag

mso

MS/MSD spike recoveries were out of QC limits due to matrix interference. Precision and Accuracy were verified by LCS/LCSD.

rpd

Analyte RPD was out of QC limits due to sample heterogeneity.



Oil & Grease (Total) by EPA 1664A

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 09/27/2004 12:13

Samples Reported

Sample Name	Date Sampled	Matrix	Lab#
SOIL SAMPLE#1	09/27/2004 09:00	Soil	1



Oil & Grease (Total) by EPA 1664A

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 09/27/2004 12:13

Prep(s):

1664A

Test(s):

1664A

Sample ID: SOIL SAMPLE#1

Lab ID:

2004-09-0785 - 1

Sampled: 09/27/2004 09:00

Extracted:

9/29/2004 00:00

Matrix:

Soil

QC Batch#: 2004/09/29-01.23

Compound	Conc.	RL	Unit	Dilution	Analyzed	Flag
Oil & Grease (total)	14000	50	mg/Kg	1.00	09/29/2004	



Oil & Grease (Total) by EPA 1664A

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 09/27/2004 12:13

Batch QC Report

Soil

Prep(s): 1664A

Test(s): 1664A

Method Blank

QC Batch # 2004/09/29-01.23

MB: 2004/09/29-01.23-001

Date Extracted: 09/29/2004

Compound	Conc.	RL	Unit	Analyzed	Flag
Oil & Grease (total)	ND	50	mg/Kg	09/29/2004	



Oil & Grease (Total) by EPA 1664A

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 09/27/2004 12:13

Batch QC Report

Prep(s): 1664A

Test(s): 1664A

Laboratory Control Spike

Soil

QC Batch # 2004/09/29-01.23

LCS 2004/09/29-01.23-002

Extracted: 09/29/2004

Analyzed: 09/29/2004 Analyzed: 09/29/2004

LCSD 2004/09/29-01.23-003

Extracted: 09/29/2004

Compound	Conc.	mg/Kg	Exp.Conc.	Recov	/ery %	RPD	Ctrl.Lin	iits %	Fla	gs
	LCS	LCSD		LCS	LCSD	%	Rec.	RPD	LCS	LCSD
Oil & Grease (total)	756	780	800	94.5	97.5	3.1	79-114	18		



Oil & Grease (Total) by EPA 1664A

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 09/27/2004 12:13

Batch QC Report

Prep(s): 1664A Test(s): 1664A

Matrix Spike (MS / MSD) Soil QC Batch # 2004/09/29-01.23

SOIL SAMPLE#1 >> MS Lab ID: 2004-09-0785 - 001

MS: 2004/09/29-01.23-004 Extracted: 09/29/2004 Analyzed: 09/29/2004

Dilution: 1.00

MSD: 2004/09/29-01.23-005 Extracted: 09/29/2004 Analyzed: 09/29/2004 Dilution: 1.00

Sample / Analysis Flag(s): MS: msaMSD: msa (See Legend and Note Section)

	Conc.	mg	ı/Kg	Spk.Level	Level Recovery %		Limits %		Flags		
Compound	MS MSD	MSD	Sample	mg/Kg	MS	MSD	RPD	Rec.	RPD	MS	MSD
Oil & Grease (total)	13400	15000	14000	800	-75.0	125.0	800.	79-114	18	<u>.,,</u>	



Oil & Grease (Total) by EPA 1664A

K & S Heavy Equipment

Attn.: Keith Wood

495 N. Greenville Road Livermore, CA 94550

Phone: (925) 443-9533 Fax: () -

Project:

Received: 09/27/2004 12:13

Legend and Notes

Analysis Flag

msa

MS/MSD spike recoveries were out of QC limits due to matrix interference. Precision and Accuracy were verified by LCS/LCSD.

Result Flag

SEVERN TRENT LABORATORIES, INC. TERMS AND CONDITIONS OF SALE (Short Form)

Where a purchaser (Client) places an order for taboratory, consulting or sampling services from Severing the Constitution of STUs offer to do business under these Terms and Conditions, and an agreement to be bound by Client of STUs offer to do business under these Terms and Conditions, and an agreement to be bound by Client of STUs offer to do business or contacty or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by STU in writing

ORDERS AND RECEIPT OF SAMPLES

- 1. ORDERS AND RECEIPT OF SAMPLES

 1.1 The Client may place the Order (i.e., specify a Scope of Work) either by submitting a purchase order to STL in writing, or by telephone subsequently confirmed in writing, or by negoliated contract. Whichever option the Client's selects for placing the Order, the Order shall not be valid unless it contains sufficient specification to enable STL to carry out the Client's requirements. In particular, samples must be sufficient specification to enable STL to carry out the Client's requirements, and pot complete written disclosure accompanied by.

 a) adequate instruction on type of enalysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. Whatee any samples which were not accompanied by the required disclosure, cause intemptions in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean up and recovery
- 1.2 The Client shall provide one weak's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, STL will use its best efforts to meet mutually agreed turnaround times. All timinaround times will be calculated from the point in time when STL has delarmised that it can proceed with defined work following receipt, inspection of samples, when STL has delarmised that it can proceed with defined work following receipt, inspection of samples and resolution of any discrepances in Chain of-Custody forms and project guidance regarding work to be and resolution of any discrepances, in the event of any changes in the sample delivery schedule by the done (Sample Delivery Acceptance), in the event of any changes in the sample delivery schedule by the Cleint, prior to Sample Delivery Acceptance, STL reserves the right to modify its turnaround time commitment, to change the date upon which STL will accept samples, or refuse Sample Delivery Acceptance for the affected samples.
- 13 STL reserves the right, oxercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of STL a) is of unsuitable volume; b) may pose a risk of become unsuitable for 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 STL by the Client, or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is
- 1.4 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where STL provides courier services. In no event will STL have any responsibility or liability for the action or lination of any carrier shipping or delivering any sample to or from STL's premises. Client is responsible to assure that any sample containing any hazardous substance which is to be delivered to STL's premises will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.

PAYMENT TERMS

2.1 Services performed by STL will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Involces may be submitted to Client upon completion of any sample delivery group. Payment in advance is required for all Clients except those whose credit has been established with STL. For Clients with approved credit, payment terms are net 30 days from the date of invoice by STL. All owndrue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) for the maximum rate permissible by law, whichever is lesser) per month or portion networks and percent (1.5%) for the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment All fees are charged or billed directly to the Client. The thereof from the due date until the date of payment All fees are charged or billed directly to the Client. The billing of a bird pany with not be accepted without a statement, signed by the third party, that acknowledges and accepts payment responsibility. STL may suspend work and withhold delivery of data under this order at any time in the event Client fast to make timely payment of its involces. Client shall be responsible for all costs and expenses of collection including reasonable altomay's fees. STL reserves the right to refuse to proceed with work at any time based upon an unflavorable Client credit report.

CHANGE ORDERS, TERMINATION

- 3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by STL after Sample Delivery Acceptance due to any condition which conflicts with enalytical, QA or other protocols warranted in these Terms and Conditions STL will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing
- 3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be unitated by the Client after semple delivery acceptance. Such a change will be documented in writing and may result in a change in cost and tumeround time commitment. STL's acceptance of such changes is contingent upon. technical fessibility and operational capacity
- 3.3 Suspension or termination of all or any part of the work may be initiated by the Chent. STL will be compensated consistent with Section 2 of these Terms and Conditions. STL with complete all work is progress and be paid in full for all work completed.

WARRANTIES AND LIABILITY

- 4.1 Where applicable, STL will use analytical methodologies which are in substantial conformity with published test methods. STL has implemented these methods in its Laboratory Quality Manuals and referenced Standard Operating Procedures and where the nature or composition of the sample requires it, reserves the right to deviate from these methodologies as necessary or appropriate, based on the STL reserves the right to deviate from these methodologies as necessary or appropriate based on the resonable judgment of STL, which deviations, if any, will be made on a basis consistent with recognized already and/or STL's Laboratory Quality Manuals. Client may request that STL perform according to a mutually agreed Quality Assurance Project Plan (DAPP). In the event that samples arrive prior to agreement on a QAPP, STL will proceed with analyses under its standard Quality Manuals then in effect and STL will not be responsible for any resempting or other charges if work must be repeated to comply with a subsequently finalized QAPP. comply with a subsequently finalized CAPP
- 4.2 STL shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less Where resolution of inconsistences teading to Sample Delivery Acceptance does not occur within this period. STL will use its best efforts to meet holding times and will proceed with the work provided that, in STL's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. STL's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. STL's pudgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. STL's pudgment, the chain-of-custody or definition of the Scope of Work provided that in the chain-of-custody or definition of the Scope of Work provided that with the chain simple state of the Scope of Work provided that will be deemed to have been met.
- 4.3 STL warrants that it possesses and maintains all licenses and certifications which are required to perform services under those Terms and Conditions provided that such requirements are specified in writing to STL prior to Sample Desvery Acceptance. STL will notify the Client in writing of any decentification or revocation of any license, or notice of either, which affects work in progress
- 4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by STL in connection with any services performed by STL or any Results generated from such

services, and STL gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND EXPRESS OR IMPLIED. No representative of STL is authorized to give or make any other representation

- 4.5 Chen's sole and exclusive remedy for the breach of warranty in connection with any services performed by STL, will be limited to repeating any services performed, contingent on the Chent's grouding, at the request of STL and at the Chent's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating Results with the onginal Results will be at the Client's expense. It resampling is necessary, STL's liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.
- 4.6 STL's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, holluding those for negligence, shall be deemed welved unless suit thereon is filled within one year after STL's completion of the services. Under no circumstances whether ansing in contract, tort (including negligence), or otherwise, shall STL be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports granafed. performed or by application or use of the reports prepared.
- 4.7 In no event shall STL have any responsibility or liability to the Client for any failure or delay in performance by STL which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of STL Such causes and circumstances shall include, but not be limited to, acts of God, acts of Ctient, acts or orders of any governmental authority, strikes or other labor disputes natural disasters, eccidents, wars, civil disturbances, equipment breakdown, natrix interference or unknown highly contaminated samples that impact instrument operation unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or detvery services, or any other cause beyond STL's reasonable control.

RESULTS, WORK PRODUCT

- 5.1 Data or information provided to STL or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by STL of payment for the whole Order Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by STL for performance of work will be retained by STL, and Client shall not disclose such information to any third contribution.
- 5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by STL shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay STL for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.
- 53 Should the Results delivered by STL be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in those Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold STL's right to independently defend its data.
- 5.4 STL reserves the right to perform the services at any laboratory in the STL network, unless the Client has specified a particular location for the work. In addition, STL reserves the right to subcontract services ordered by the Client to another laboratory or laborationes. If, in STL's sole judgment, it is reasonably necessary, appropriate or advisable to do so STL will in no way be liable for any subcontracted services (outside the STL network) except for work performed at laboratories which have been audited and appropriate by STL.
- 5.5 STL shall dispose of the Client's samples 30 days after the analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at his own expense. STL reserves the right to return to the Client any sample or unused portion of a sample that is not within STL's partitled capability or the capabilities of STL's destinated waste disposal vendor(s). ALL DIOXIN, MIXEO WASTE, AND RADICACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless prior arrangements for disposal are made.
- Unless a different time period is agreed to in any order under these Terms and Conditions, STL agrees to retain all records for five (5) years.
- 5.7 In the event that STL is required to respond to legal process related to services for Client, Chent agrees to reimburse STL for hourly charges for personnel involved in the response and altorney less reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the higelion

6.1 STL shall maintain in force during the performance of services under these Terms and Conditions Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over STL's employees who are engaged in the performance of the work STL shall also maintain during such period, Comprehensive General and Contractual Liability (limit of \$2,000,000 coordinate or cocurrence aggregate), Comprehensive Automobile Liability, owned and tirred, (\$1,000,000 combined single limit) and Professional/Pollution Liability Insurance (limit of \$5,000,000 per occurrence/aggregate)

7. AUDIT

7.1 Upon pnor notice to STL, the Client may audit and inspect STL's records and accounts covering reimbursable costs related to work done for the Chent, for a period of two (2) years after completion of the work. The purpose of any such audit shall be only for verification of such costs, and STL, shall not be required to provide access to cost records where prices are expressed as fixed fees or published unit

MISCELLANEOUS PROVISIONS

- 8.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by STL, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and STL. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where STL's services are performed.
- 8.2 The invalidity or unentorceability, 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 to these Terms and Conditions the intent of the parties being that the provisions be severable. The section heading 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. No walver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other party. or other obligation
- 8.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from hability and limitations of hability shall apply, notwithstanding the fault, negligence or strict hability of the party to be indemnified, released or whose liability is limited, except to the extent of sole negligence or wilful misconduct



CLEARWATER

ENVIRONMENTAL MANAGEMENT, INC.

P.O. Box 2407

UNION CITY, CA 94587-2407

(800) 499-3676

FAX (510) 476-1786

CAR 000 007 013

RECEIVED

APR 2 9 2005 Bill of Lading INVEIRE PREVENCION

WE ACCEPT VISA & MASTERCARD Date 12-10-03 **BILLING INFORMATION** JOB SITE NAME. NAME PO# CASH CHECK K=B K&S HERRY Equipment REDAIR CUSTOMER EPA ID # 4195 N GREENVILLE RD PROFILE# Livernose CA 94550 PHONE NO. CUSTOMER ID NO: (935) 44 PRODUCT WASTE QUANTITY UNITS PRICE AMOUNT SHIPPING DESCRIPTION CODE Used Oil, Non-RCRA Hazardous Waste, Liquid 221 Used Automotive Antifreeze, Non-RCRA Hazardous Waste, Liquid 134 Oily Water Non RCRA Hazardous Waste Liquid Non RCRA Hazardous Wan & Golff Oil Contaminated Debrie Waste Combustible Liquid nos 6 7 3 2003 X&5 200 CAC 50.00 . 75 Heavy Equipment Repair Inc. 1092 700 6 95 Keith Wood LR 80,00 60.00 President 100,00 00.00 495 N. Greenville Rd. Livermore CA 94550 Phone: (925) 443-9533 Fax: (925) 443-0421 E-mail: kskeith@sbcglobal.net DISPOSAL/RECYCLING FACILITY: Collection Station TOTAL Industrial Aariculture Government Marine Alviso Independent Oil McKittrick Waste Treatment Site 075.00 D/K Environmental 5002 Archer Street; Alviso, CA 56533 Hwy 58 West, McKittrick, CA 3650 E 26th Street; Vernon, CA CAL 000 161 743, 95002 CAD 980 636 831, 93251 CAT 080 033 681, 90023 NET 10 DAYS (510) 476-1740 (661) 762-7366 (323) 268-5056 Onyx Environmental Services Seaport Environmental Commercial Filter Recycling 1125 Hensley Street, Richmond, CA 675 Seaport Blvd, Redwood City, CA 33210 Western Ave, Union City, CA CAT 080 022 148, 94801 CAD 000 32 058, (510) 487-9277. 94587 (510) 233-8001 (650) 364-8154 DeMenno Kerdoon Evergreen Oil 2000 N. Alameda Blvd, Compton, CA 6880 Smith Ave; Newark, CA CAT 080 013 352. 90222 CAD 980 887 418, 94560 (310) 537-7100 (510) 795-4400

I hereby certify that all information submitted in this and all attached documents contain true and accurate descriptions of the waste. All relevant information regarding known or suspected hazards associated with the wastes has been disclosed. Clearwater transports all wastes to facilities which are properly permitted and licensed to accept these mastes

DRIVER SIGNATURE

GENERATOR SIGNATUR

•	der der	erator's US EPA ID No.		Page			nt Number	
	NON-HAZARDOUS WASTE MANIFEST			of	1 N	H- \ 	<u>l</u> 603	77
*	4. Generator's Name and Mailing Address 4. Generator's Name and Mailing Addre	laipment RE. LE ROAD 50	DAIR					
$\ \ $	Generator's Phone (925) 443 - 953	<u>3</u>						
	5. Transporter Company Name	6. US	EPA ID Number	7. Tran	sporter Ph	one		
	CLEARWATER ENVIRONMENTAL	CA	R000007013		(510) 476-1	1740	
	8. Designated Facility Name and Site Address	9. US	EPA ID Number	10 Fac	ulity's Phor	ne		
	ALVISO INDEPENDENT OIL 5002 ARCHER STREET							
G	ALVISO, CA 95002	CA	L000161743		(510 12, Cont) 476-	1740	14.
E N E	11. Waste Shipping Name and Description				No.	Туре	Total Quantity	Unit Wt/Vol
R A T O	a Non-Hazardous waste, liquid				001	TT	900	G
R	b.							
	15. Special Handling Instructions and Additional Information	1		Handlir	•	or Wastes	s Listed Above	
	Wear PPE		,		11a.	,	11b.	
	Emergency Contact (510) 476-1740	12 mereja 125	: 1			ر 		
	Attn: Kirk Haywood	Section of the second						
		1 Shamarian			# mer: Cle		 · Environmenta	ı
	Emergency Contact (510) 476-1740 Attn: Kirk Haywood			Ousto	mor. or	αι νγαιοι	Environment	.1
	16. GENERATOR'S CERTIFICATION: I certify the materials			tate or federal regula	tions for rep	orting pro	per disposal of Haza	rdous Waste.
¥	Printed/Typed Name	Signa	lure	-			Month	Day Vaar
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R T E R	THOMAS Brewska	1	hr-	6			$\frac{Month}{3}$	
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F								
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٧	19. Facility Owner or Operator: Certification of receipt of w.			s noted on item	/			
	Printed/Typed Name	Signa	ure	n //				5
	OINCETTEMES		uce	He	ny		JZ	12 03





RECEIVED

APR 2 9 2005

FIRE PREVENTION

LUFT 5 Metals

Clearwater Environmental Management

Attn.: Steve Hadley

P.O. Box 2407

Union City, CA 94587-2407

Phone: (800) 499-3676 Fax: (510) 476-1786

Project: K&S Equipment

Received: 09/28/2004 13:40

THE REPORT OF THE PROPERTY OF
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Compound	Conc.	RL	Unit	Dilution	Analyzed	Flag
Cadmium	0.041	0.0020	mg/L	1.00	10/01/2004 08:17	
Chromium	0.022	0.0050	mg/L	1.00	10/01/2004 08:17	
Lead	0.14	0.0050	mg/L	1 00	10/01/2004 08:17	
Nickel	0.014	0.0050	mg/L	1.00	10/01/2004 08:17	
Zinc	1.4	0.010	mg/L	1.00	10/01/2004 08:17	

STEAM CLEANER







SEVERN STL

LUFT 5 Metals

Clearwater Environmental Management

Attn.: Steve Hadley

P.O. Box 2407

Union City, CA 94587-2407

Phone: (800) 499-3676 Fax: (510) 476-1786

Project: K&S Equipment

MB 2004/09/30-03.43-04/ Compound Cadmium Chromium	Conc. ND ND	0.0020 0.0050	Unit mg/L mg/L	Analyzed 10/01/2004 08:02 10/01/2004 08:02 10/01/2004 08:02	Flag
	ND ND	0.0050 0.0050	mg/L mg/L	10/01/2004 08:02 10/01/2004 08:02 10/01/2004 08:02	





LUFT 5 Metals

Clearwater Environmental Management

Attn.: Steve Hadley

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Union City, CA 94587-2407

Phone: (800) 499-3676 Fax: (510) 476-1786

Project: K&S Equipment

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Pieo(s). 3010A:		.an. or Admir's Significant Participation			PER PROPRIETATION OF THE PARTY	Managar	arenan eg.		esra)	6040B
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Compound	LCS	LCSD		LCS	LCSD	%	Rec.	RPD	LCS	LCSD
Cadmium Chromium Lead Nickel	0.508 0.498 0.499 0.490	0.525 0.514 0.514 0.507	0.500 0.500 0.500 0.500	101.6 99.6 99.8 98.0	105.0 102.8 102.8 101.4	3.3 3.2 3.0 3.4	80-120 80-120 80-120 80-120	20 20 20 20 20		
Zinc	0.455	0.468	0.500	91.0	93.6	2.8	80-120	20		<u> </u>





SEVERN STL

Oil & Grease (Total) by EPA 1664A

Clearwater Environmental Management

Attn : Steve Hadley

P.O. Box 2407 Union City, CA 94587-2407 Phone: (800) 499-3676 Fax: (510) 476-1786

Project: K&S Equipment

Received: 09/28/2004 13:40

Samples Reported

Sample Name	Date Sampled 1.3	A VI di V	Lab#
K&S EQUIP	09/28/2004 11:00	Water	1





SEVERN STL

Oil & Grease (Total) by EPA 1664A

Clearwater Environmental Management

Attn Steve Hadley

P.O. Box 2407

Union City, CA 94587-2407

Phone: (800) 499-3676 Fax: (510) 476-1786

Project: K&S Equipment

Prep(6) 3 1667A 2017 Page 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Samuelus X&SICUBIO
Precis): 1664A 1 1 1 1 1 1 1 1 1
Sampled 99/28/2004 to 005 Extracted 10/4/2004 60 005 OMatrix (Valer 10 00 00 00 00 00 00 00 00 00 00 00 00
Analysis Flatt of See regent and Note Section
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Compound	Conc.	RL	Unit	Dilution	Analyzed	Flag
Oil & Grease (total)	680	1.6	mg/L	1.61	10/04/2004	





Oil & Grease (Total) by EPA 1664A

Clearwater Environmental Management

Attn. Steve Hadley

P.O. Box 2407 Union City, CA 94587-2407

Phone: (800) 499-3676 Fax: (510) 476-1786

Project' K&S Equipment

Préors): \$653/A (1) REIVE): 1664/2 Mêthod Blank: Water CC Batch #2004/10/04/2012: MB: 2004/10/04-04: 23-00/10		RL	Unit	Analyzed	Flag
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Oil & Grease (Total) by EPA 1664A

Clearwater Environmental Management

Attn. Steve Hadley

P.O. Box 2407 Union City, CA 94587-2407

Phone: (800) 499-3676 Fax: (510) 476-1786

Project: K&S Equipment

- NO.250 2004/40/02/04	23-003 Conc.	mg/L	Exp.Conc.	U/U4121	very %	RPD	Ctrl.Lim	 	lags
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Oil & Grease (Total) by EPA 1664A

Clearwater Environmental Management

Attn.: Steve Hadiey

P.O. Box 2407

Union City, CA 94587-2407

Phone: (800) 499-3676 Fax: (510) 476-1786

Project: K&S Equipment

Received: 09/28/2004 13:40

Analysis Flag

rl

Reporting limits raised due to reduced sample size.

2004 - 07 - 05 27 STL San Francisco Chain of Custody

. appression of C. Hadustoi norm). Default for 80168 is Cip-Cia

1220 Quarry Lane • Pleasanton CA 94566-4756 Phone: (925) 484-1919 • Fax: (925) 484-1096

Reference # 89242

SEVERN STL Date 9/28/24 Page / of ____ Email: sflogin@stl-inc.com Analysis Request Report To Attn: Steve Holey

Company: CWEM

Address: Po Box 2407

Phone(Sio)7/42486 Email: Ш Fuel Tests EPA 8260B; III Ges III BTEX III Five Oxyensies (II DCA, EDG III Bind Low Level Metals by EPA 200.8/5020 (ICP-MS): Meles: D Load X LUFT D RCRA 808 608 Hexavalent Chromium pH (24h hold time for H₂O) TEPH EPA 8015M* CI Silica Gel Ci Diesel D Motor Oil Ci Other Valette Organics GCMIS (VOCs) CI EPA 82608 CI 624 oso, ono, o dno, opo, ជា ខ3ា០ TPH EPA - CI 8015/6021 CI 82808 CI Gas w/ CI 87EX CI MTBE Oil and Grease 🛘 Petroleum (EPA 1664) 🖒 Total No.0666 Purgeable Hatocarbons (HVQCs) EPA 6021 by 82609 EPA 8081 EPA 8082 W.E.T (STLC) CAM17 Metals (EPA 6010/7470/7471) PNÅs by □ 8270 Spec Cond. TSS 口口 Sampled By: Bill To: CWEM S HADIEM Phone: 400 3676
te Time Mai Pres un: Kirk Hayword ០០ Sample ID Date 4/28 K+S Egup 1100 3) Relinguished by: 2) Relinquished by: 1) Relinquished by: Sample Receipt Project Info. Steve Hapley
Signature Froject Name:

K & S Equipmen

Project#: # of Containers: Signature Time Time Signature Head Space: 9/25/04 Date Date Printed Name Printed Name Date Printed Name PO#: Company Company Сотрапу Conforms to record: Credit Card#: 2) Received by: 1) Received by: 24h Other: Time Signature Time Report: D Rouline D Level 3 D Level 4 DEDD O State Tank Fund EDF Signature D. Hawi noton
Printed Name ☐ Global ID _____ Special instructions / Comments: Date OIL & GILLASI Printed Name Date Printed Name LUFT 5 MElőIS Company Company See Terms and Conditions on reverse