

**GW - 37**

**PERMITS,  
RENEWALS,  
& MODS**



STATE OF NEW MEXICO  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
OIL CONSERVATION DIVISION



BRUCE KING  
GOVERNOR

ANITA LOCKWOOD  
CABINET SECRETARY

POST OFFICE BOX 2088  
STATE LAND OFFICE BUILDING  
SANTA FE, NEW MEXICO 87504  
(505) 827-5800

September 8, 1993

**CERTIFIED MAIL**  
**RETURN RECEIPT NO.P-667-242-013**

Ms. Dorothy Runnels, President  
Araho, Inc.  
P. O. Box 983  
Hobbs, New Mexico 88241

**RE: TERMINATION OF DISCHARGE PLAN GW-37  
ARAHO, INC.  
L.C. STATE WELLS NO. 1 & NO. 2**

Dear Ms. Runnels:

On April 13, 1993, the New Mexico Oil Conservation Division (OCD) notified Araho Inc. that the discharge plan (GW-37) for the L.C. State No. 1 and No. 2 Class I effluent (non-hazardous) injection wells will expire on January 9, 1994. The original discharge plan was approved pursuant to conditions which to date have not been met. Prior to renewal of the discharge plan the OCD required that Araho complete all remedial operations on both wells.

The OCD has received Araho's May 4, 1993 letter stating that you are not prepared to perform the remedial work on the above referenced wells at this time.

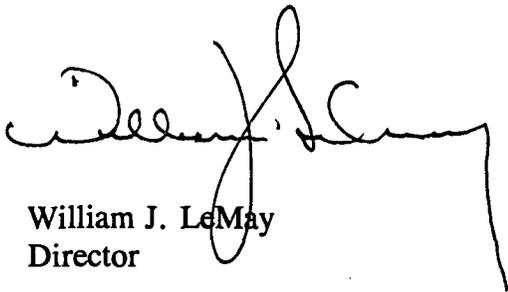
Effective on this date, September 8, 1993, the discharge plan GW-37 for the L.C. State No. 1 and No. 2, Class I injection wells and associated surface facilities located in the SE/4 of Section 1, Township 27 South, Range 36 East, NMPM, Lea County, New Mexico, is hereby terminated.

Termination of the discharge plan does not effect your OCD Class II SWD permit and any conditions required by that permit. Please note that pursuant to the USEPA and the State of New Mexico rules and regulations the only fluids eligible for injection into Class II disposal wells are exploration and production (E&P) waste exempted under Section 3001 (B) (2) (A) of the Resource Conservation and Recovery Act (RCRA).

Ms. Dorothy Runnels  
September 8, 1993  
Page 2

If Araho Inc. decides to pursue a Class I discharge plan in the future it will be necessary to file a new application pursuant to the Water Quality Control Commission Regulations, Part 5. If you have any questions, please do not hesitate to contact Kathy Brown at (505) 827-5884.

Sincerely,

A handwritten signature in black ink, appearing to read 'William J. LeMay', written over a horizontal line.

William J. LeMay  
Director

WJL/kmb

xc: David Catanach, OCD UIC Director  
Jerry Sexton, OCD Hobbs Office



STATE OF NEW MEXICO  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
OIL CONSERVATION DIVISION



BRUCE KING  
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CABINET SECRETARY

POST OFFICE BOX 2088  
STATE LAND OFFICE BUILDING  
SANTA FE, NEW MEXICO 87504  
(505) 827-5800

April 13, 1993

CERTIFIED MAIL  
RETURN RECEIPT NO. P-667-241-976

Ms. Dorothy Runnels, President  
Araho, Inc.  
P. O. Box 937  
Lovington, New Mexico 88260

**RE: Discharge Plan GW-37  
Araho, Inc.  
L.C. State Wells No. 1 and No. 2**

Dear Ms. Runnels:

On January 9, 1987, the ground water discharge plan, GW-37 for the Araho, Inc., L.C. State Wells No. 1 and No. 2, Class 1 effluent (non-hazardous) injection wells and associated surface facilities located in the SE/4 of Section 1, Township 27 South, Range 36 East, NMPM, Lea County, New Mexico, was approved by the Director of the Oil Conservation Division (OCD). This discharge plan was required and submitted pursuant to Water Quality Control Commission (WQCC) regulations and was approved for a period of seven years. The approval will expire on January 9, 1994.

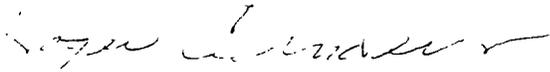
The approved discharge plan contained conditions to be met prior to injection of non-hazardous industrial effluent. To date these conditions have not been met. Although the discharge plan is still in effect, authorization to inject fluids permitted under the Class 1 classification is not effective until such conditions are met. If you plan to accept non-hazardous industrial wastes not permitted under your OCD Class 2 SWD permit then you must renew your discharge plan. Prior to renewing the discharge plan the OCD will require that all remedial operations be completed on both wells.

Please note that the discharge plan renewal and any associated requirements do not effect your Class 2 SWD permit.

Ms. Dorothy Runnels  
April 13, 1993  
Page 2

If you no longer wish to permit the wells as Class 1 injection wells to dispose of industrial effluent then a discharge plan renewal is not needed, please notify this office. If you have any questions, please do not hesitate to contact Kathy Brown at (505) 827-5884.

Sincerely,



Roger C. Anderson  
Environmental Bureau Chief

RCA/kmb

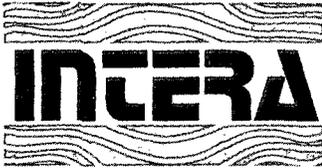
xc: Jerry Sexton, OCD Hobbs Office

GW - 37

**GENERAL  
CORRESPONDENCE**

**YEAR(S):**

2005-2004



RECEIVED

SEP 30 2005

OIL CONSERVATION  
DIVISION

Intera Incorporated  
9111A Research Boulevard  
Austin, Texas 78758  
Telephone: 512 425 2000  
Fax: 512 425 2099

GW-37

New Mexico Oil Conservation Division  
Sally Martinez  
1220 South St Francis Drive  
Santa Fe NM 87505  
Contract# 40-805-18283  
PO# 408050918283

9/27/2005  
Invoice No: 09-05-40  
Project No: NMO-ARA

**Professional Services**

Task 4 Soil Remediation and Task 4A. Construction of a Clay Cap	\$66,105.60
Task 5. Report	\$3,332.50
Subtotal	\$69,438.10
NMGRT 6.75%	4,687.07
TOTAL Invoice Charges	\$74,125.17

Project Total w/tax	726,000.00
Cumulative Project Total w/tax	725,996.12
Project Balance w/tax	3.88

Approved by: *[Signature]*

Please remit payment to: **INTERA Inc**  
9111A Research Blvd.  
Austin, TX 78758

*OK to pay  
Ed Martinez  
PO # 05-199-000469  
Final Payment  
10-4-05*

State of New Mexico  
Oil Conservation Division  
Phase II Investigation and Remediation  
Araho, Inc.  
Former Injection Well Disposal Facility,  
Lea County, New Mexico  
INTERA Invoice Detail  
June 21, 2005

New Mexico Oil Conservation Division  
Sally Martinez  
1220 South St Francis Drive  
Santa Fe NM 87505  
Contract# 40-805-18283  
PO# 408050918283

September 27, 2005  
Invoice No: 09-05-40  
Project No: NMO-ARA

Task 4. Soil Remediation/Task 4A. Construction of a Clay Cap					
Professional Services	Contract Line Item	Rate	Unit	# of Units	Total
Senior Scientist/Engineer	0002	80.00	hour	18.5	\$ 1,480.00
Project Scientist/Engineer	0003	60.00	hour	60	\$ 3,600.00
<b>SUBTOTAL INTERA LABOR TASK 4A:</b>					<b>\$ 5,080.00</b>
Expenses	Contract Line Item	Rate	Unit	# of Units	Total
Project Manager - Env. Services Contractor	0003	70.00	hour	34	\$ 2,380.00
Field Technician II - Env. Services Contractor	0005	57.00	hour	34	\$ 1,938.00
Field Technician I - Env. Services Contractor	0006	47.00	hour	80	\$ 3,760.00
Trackhoe - Heavy Duty	0030	575.00	day	2	\$ 1,150.00
Personal Vehicle Mileage - Env. Services Contractor	0042	0.32	mile	480	\$ 153.60
Per Diem - Env. Services Contractor	0043	65.00	day	9	\$ 585.00
Mobilization of Equipment	0047	3.50	mile	60	\$ 210.00
Water Truck	0052	350.00	day	3	\$ 1,050.00
Pick-Up Truck - Env. Services Contractor	0053	70.00	day	4	\$ 280.00
Disposal of Contaminated Solids/Soils	N/A	14.00	yard	1700	\$ 23,800.00
Transportation of Contaminated Soils	N/A	11.00	yard	1700	\$ 18,700.00
Clean Soil for Backfill	N/A	1.00	yard	1700	\$ 1,700.00
DS Dozer	N/A	450.00	day	1.8	\$ 810.00
Density Testing	N/A	90.00	each	0.1	\$ 9.00
950 Loader	N/A	500.00	day	3.5	\$ 1,750.00
84" Padfoot (Sheep's-Foot) Roller	N/A	200.00	day	3	\$ 600.00
Fuel for Equipment/Trucks - Env. Services Contractor	N/A	400.00	day	2	\$ 800.00
Pick-Up Truck (INTERA)	0053	70.00	day	10	\$ 700.00
Per Diem - INTERA	0043	65.00	day	10	\$ 650.00
<b>Subtotal Expenses</b>					<b>\$ 61,025.60</b>
<b>SUBTOTAL TASK 4 and TASK 4A:</b>					<b>\$ 66,105.60</b>
<b>NMGRT @ 6.75%</b>					<b>\$ 4,462.13</b>
<b>GRAND TOTAL TASK 4 and TASK 4A:</b>					<b>\$ 70,567.73</b>
Task 5. Final Report					
Professional Services	Contract Line Item	Rate	Unit	# of Units	Total
Principal	0001	115.00	hour	2	\$ 230.00
Senior Scientist/Engineer	0002	80.00	hour	20	\$ 1,600.00
Staff Scientist/Engineer	0004	60.00	hour	9	\$ 540.00
Draftsperson II (Figures, Cross Sections)	0007	55.00	hour	9	\$ 495.00
Administrator (Technical Editor)	0009	55.00	hour	8.5	\$ 467.50
<b>Subtotal Professional Labor</b>					<b>\$ 3,332.50</b>
<b>SUBTOTAL TASK 5:</b>					<b>\$ 3,332.50</b>
<b>NMGRT @ 6.75%:</b>					<b>\$ 224.94</b>
<b>GRAND TOTAL TASK 5:</b>					<b>\$ 3,557.44</b>
<b>PROJECT GRAND TOTAL:</b>					<b>\$ 74,125.17</b>

Notes: NMGRT = New Mexico Gross Receipts Tax



STATE OF NEW MEXICO  
PURCHASE DOCUMENT



AGENCY CODE 521	DOCUMENT NUMBER 05-199-000469
DATE 12/16/04	BUDGET FY 05

VENDOR CODE 000005086
VENDOR NAME AND ORDER ADDRESS INTERA INCORPORATED 9111 A RESEARCH BLVD  AUSTIN TX78758

DO NOT STAPLE BAR CODES

S H I P  T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCIS DRIVE SANTA FE, NM 87505	B I L L  T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCES DRIVE SANTA FE, NM 87505
AGENCY CONTACT VZAMORA	PHONE NUMBER 476-3445		

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	P744	300	0700	3522	726,000.00
Maximum of six accounting lines per purchase document							TOTAL 726,000.00

DFA APPROVED

PURCHASE REQUISITION BUYER:  
(BIDS MUST BE REQUESTED FOR ITEMS OVER \$1,500.00)

RECOMMENDED SOURCE & SPECIAL REMARKS:

ESTABLISH  RENEWAL NO.:

CONTRACT, PRICE AGREEMENT, PURCHASE ORDER  
OTHER THAN PROFESSIONAL SERVICE CONTRACTS:  
(APPROVED VENDORS MUST BE USED FOR ITEMS UNDER CONTRACT)

C/PA /PO # 408050918283 EXPIRES: 11/23/05

DIRECT PURCHASE ORDER  
(ONLY VALID FOR PURCHASES \$1,500.00 AND UNDER)

EXEMPT FROM THE NM PROCUREMENT CODE  
PURSUANT TO SECTION \_\_\_\_\_ NMSA, 1978.

EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING  
PURSUANT TO SECTION \_\_\_\_\_ NMSA, 1978.

FOR ENCUMBERING PURPOSES ONLY  
REASON: \_\_\_\_\_

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	0750	305	0700	3522	726,000.00
TOTAL							726,000.00

APPROVAL 1	DATE	APPROVAL 2	DATE	AGENCY APPROVAL - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal ) legislation, rules and regulations. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.
				AGENCY AUTHORIZED SIGNATURE: _____ DATE: _____

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AGENCY CODE 521	DOCUMENT NUMBER 05-199-000469
DATE 12/16/04	BUDGET FY 05

STATE OF NEW MEXICO  
PURCHASE DOCUMENT  
CONTINUATION SHEET

TERMS	
DELIVERY DATE 12/16/04	FOB D
BUDGET VERIFIED BY:	

AGENCY NAME

State of New Mexico Energy & Minerals

COMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN.	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.000	EACH			Phase II Remediation - Soil Remediation Costs, Araho, Inc. Former Injection Well Disposal Facility Drilling and Well Installation. Lovington, Lea County, New Mexico.	726000.000000	726,000.00
TOTAL							726,000.00

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1 VENDOR (PROXY)

2 DFA COPY

3 AGENCY COPY

AGENCY COPY

STATE OF NEW MEXICO  
PURCHASE DOCUMENT



AGENCY CODE 21	DOCUMENT NUMBER 04-199-001258
DATE 06/03/04	BUDGET FY 04

VENDOR CODE 0000005086
VENDOR NAME AND ORDER ADDRESS INTERA INCORPORATED 9111 A RESEARCH BLVD  AUSTIN TX78758

DO NOT STAPLE BAR CODES

SHIP TO	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCIS DRIVE SANTA FE, NM 87505	BILL TO	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCES DRIVE SANTA FE, NM 87505
	AGENCY CONTACT VICKY ZAMORA		PHONE NUMBER (505)476-3445

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	P586	300	0700	3522	310,400.00
Maximum of six accounting lines per purchase document							TOTAL 310,400.00

DFA APPROVED

PURCHASE REQUISITION (BIDS MUST BE REQUESTED FOR ITEMS OVER \$1,500.00) BUYER:

RECOMMENDED SOURCE & SPECIAL REMARKS:

ESTABLISH  RENEWAL NO.:

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	0750	301	0700	3522	310,400.00
TOTAL							310,400.00

CONTRACT, PRICE AGREEMENT, PURCHASE ORDER OTHER THAN PROFESSIONAL SERVICE CONTRACTS: (APPROVED VENDORS MUST BE USED FOR ITEMS UNDER CONTRACT)

C/PA /PO # 408050918283 EXPIRES: 11-23-04

DIRECT PURCHASE ORDER (ONLY VALID FOR PURCHASES \$1,500.00 AND UNDER)

EXEMPT FROM THE NM PROCUREMENT CODE PURSUANT TO SECTION \_\_\_\_\_ NMSA, 1978.

EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING PURSUANT TO SECTION \_\_\_\_\_ NMSA, 1978.

FOR ENCUMBERING PURPOSES ONLY REASON: \_\_\_\_\_

APPROVAL 1 <i>Vicky Zamora</i>	DATE	APPROVAL 2	DATE
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AGENCY APPROVAL - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal ) legislation, rules and regulations. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

AGENCY AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

© 2001 State of NM

AGENCY CODE 521	DOCUMENT NUMBER 04-199-001258
DATE 06/03/04	BUDGET FY 04

**STATE OF NEW MEXICO  
PURCHASE DOCUMENT  
CONTINUATION SHEET**

TERMS	
DELIVERY DATE 06/03/04	FOB D
BUDGET VERIFIED BY:	

AGENCY NAME State of New Mexico Energy & Minerals

COMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN.	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.000	EACH			Phase II Investigation and Remediation for Araho, Inc. Former Injection Well Disposal Facility	310400.000000	310,400.00
TOTAL							310,400.00

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1 VENDOR (PROXY)

2 DFA COPY

3 AGENCY COPY

AGENCY COPY

STATE OF NEW MEXICO  
PURCHASE DOCUMENT



AGENCY CODE 521	DOCUMENT NUMBER 04-199-001259
DATE 06/03/04	BUDGET FY 04

VENDOR CODE 752439743

VENDOR NAME AND ORDER ADDRESS  
TRACE ANALYSIS INC  
6701 ABERDOON STE 9  
LUBBOCK TX79424

DO NOT STAPLE BAR CODES

S H I P  T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCIS DRIVE SANTA FE, NM 87505	B I L L  T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCES DRIVE SANTA FE, NM 87505
AGENCY CONTACT	VICKY ZAMORA	PHONE NUMBER	(505) 476-3445

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	P586	300	0700	3522	8,000.00
Maximum of six accounting lines per purchase document							TOTAL 8,000.00

DEFA APPROVED

PURCHASE REQUISITION  
(BIDS MUST BE REQUESTED FOR ITEMS OVER \$1,000.00)

BUYER:

RECOMMENDED SOURCE & SPECIAL REMARKS:

ESTABLISH  RENEWAL NO.:

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	0750	301	0700	3522	8,000.00
TOTAL							8,000.00

CONTRACT, PRICE AGREEMENT, PURCHASE ORDER  
OTHER THAN PROFESSIONAL SERVICE CONTRACTS:  
(APPROVED VENDORS MUST BE USED FOR ITEMS UNDER CONTRACT)

C/PA /PO # 205210702497 EXPIRES: 01-13-05

DIRECT PURCHASE ORDER  
(ONLY VALID FOR PURCHASES \$1,500.00 AND UNDER)

EXEMPT FROM THE NM PROCUREMENT CODE  
PURSUANT TO SECTION \_\_\_\_\_ NMSA, 1978.

EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING  
PURSUANT TO SECTION \_\_\_\_\_ NMSA, 1978.

FOR ENCUMBERING PURPOSES ONLY  
REASON: \_\_\_\_\_

APPROVAL 1 <i>Vicky Zamora</i>	DATE	APPROVAL 2	DATE	AGENCY APPROVAL - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal ) legislation, rules and regulations. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.
AGENCY AUTHORIZED SIGNATURE:			DATE:	

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AGENCY CODE 521	DOCUMENT NUMBER 04-199-001259
DATE 06/03/04	BUDGET FY 04

**STATE OF NEW MEXICO  
PURCHASE DOCUMENT  
CONTINUATION SHEET**

TERMS	
DELIVERY DATE 06/03/04	FOB D
BUDGET VERIFIED BY:	

AGENCY NAME State of New Mexico Energy & Minerals

COMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN.	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.000	EACH			Lab Services for Araho, Inc. Investigation and Remediation	8000.000000	8,000.00

TOTAL	8,000.00
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1 VENDOR (PROXY)

2 DFA COPY

3 AGENCY COPY

AGENCY COPY

State of New Mexico  
Oil Conservation Division  
Phase II Investigation and Remediation  
Araho, Inc.  
Former Injection Well Disposal Facility,  
Lea County, New Mexico  
Cost Estimate  
June 1, 2004

Task 1. Project Coordination and Fieldwork Preparation					
Professional Services	Contract Line		Unit	# of Units	Total
	Item	Rate			
Principal	0001	115.00	hour	8	\$ 920.00
Senior Scientist/Engineer	0002	80.00	hour	40	\$ 3,200.00
Staff Scientist/Engineer	0004	60.00	hour	16	\$ 960.00
Field Technician II	0005	57.00	hour	16	\$ 912.00
<b>Subtotal Professional Labor</b>					<b>\$ 5,992.00</b>
<b>SUBTOTAL TASK 1:</b>					<b>\$ 5,992.00</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 348.29</b>
<b>GRAND TOTAL TASK 1:</b>					<b>\$ 6,340.29</b>
Task 2. Map Buried Utilities (1-Call) Utility Locate					
Professional Services	Contract Line		Unit	# of Units	Total
	Item	Rate			
Senior Scientist/Engineer	0002	80.00	hour	0.5	\$ 40.00
Draftsperson II (Figures, Cross Sections)	0007	55.00	hour	2	\$ 110.00
<b>Subtotal Professional Labor</b>					<b>\$ 150.00</b>
<b>SUBTOTAL TASK 2:</b>					<b>\$ 150.00</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 8.72</b>
<b>GRAND TOTAL TASK 2:</b>					<b>\$ 158.72</b>
Task 3. Field Investigation: Complete Soil Borings/Monitoring Well Installation					
Professional Services	Contract Line		Unit	# of Units	Total
	Item	Rate			
Principal	0001	115.00	hour	4	\$ 460.00
Senior Scientist/Engineer	0002	80.00	hour	16	\$ 1,280.00
Project Scientist/Engineer	0003	60.00	hour	80	\$ 4,800.00
Hourly Secretary	0010	30.00	hour	4	\$ 120.00
<b>Subtotal Professional Labor</b>					<b>\$ 6,660.00</b>
Expenses	Contract Line		Unit	# of Units	Total
	Item	Rate			
Well Completion and Development (Drill Crew) - Foreman	0005	57.00	hour	28	\$ 1,596.00
Well Completion and Development (Drill Crew) - Laborer	0006	47.00	hour	28	\$ 1,316.00
Mobilization of Equipment	0047	2.25	mile	1,240	\$ 2,790.00
Preparation of Drill Rig	0055	120.00	hour	3	\$ 360.00
Hollow-Stem Auger Drilling (Small to Medium Size Rig)	0048	14.00	foot	540	\$ 7,560.00
Well Installation - 2" blank PVC, 10 foot sections	0031	13.00	10 feet	25	\$ 325.00
Well Installation - 2" screen, 10 foot sections	0030	15.75	10 feet	6	\$ 94.50
Filter Pack Sand	0035	9.75	50 lb bag	45	\$ 438.75
Locking Cap	0058	13.00	each	3	\$ 39.00
Bentonite Pellets per 50 lb. Bucket	0036	30.00	50 lb bkt	7	\$ 210.00
Pick-Up Truck - Drilling Company	0053	70.00	day	8	\$ 560.00
Additional Support Truck	0053	70.00	day	8	\$ 560.00
Per Diem - Drill Crew	0043	65.00	day	14	\$ 910.00
Grout Wells and Borings	"At Cost"	6.00	foot	465	\$ 2,790.00
Flush-Threaded End Cap	"At Cost"	7.00	each	3	\$ 21.00
Locks	"At Cost"	8.10	each	3	\$ 24.30
Three-Foot Stick-Up Steel Cover	"At Cost"	110.00	each	3	\$ 330.00
Combination Water Quality Meter	0013	20.00	day	8	\$ 160.00
Fluid Level Detector	0019	10.00	day	8	\$ 80.00
OVM PID/FID	0021	20.00	day	8	\$ 160.00
Pick-Up Truck (INTERA)	0053	70.00	day	8	\$ 560.00
Per Diem - INTERA	0043	65.00	day	8	\$ 520.00
Peristaltic Sampling Pump with 3/8 inch Tubing	0060	45.00	day	1	\$ 45.00
Submersible Pump (if needed)	"At Cost"	50.00	day	1	\$ 50.00
Sampling Tubing for Submersible Pump (if needed)	"At Cost"	0.40	foot	330	\$ 132.00
Generator (if needed)	"At Cost"	60.00	day	1	\$ 60.00
Field Titration Kit	"At Cost"	733.00	project	1	\$ 733.00
<b>Subtotal Expenses</b>					<b>\$ 22,424.55</b>
<b>SUBTOTAL TASK 3:</b>					<b>\$ 29,084.55</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 1,690.54</b>
<b>GRAND TOTAL TASK 3:</b>					<b>\$ 30,775.09</b>

STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT

*Attn: TO: Martyna K. Oil Conservation*  
*oed*

CONTRACT VENDOR(S)

\*\*\*\*\*  
\* C O N T R A C T \*  
\*\*\*\*\*

SITE MAINTENANCE & MONITORING

6 VENDORS (SEE PAGE -2-)

**RECEIVED**

JAN 16 2004

**OIL CONSERVATION  
DIVISION**

CONTRACT NO: 40-805-09-18283  
COMMODITY 72002  
CODE(S):

BUYER: ELIZABETH OLONA  
(505) 827-0480

SEALED BID OPENING \* FORMAL  
STATE PURCHASING AGENT'S OFFICE  
DATE: 10/15/03  
\*\*\*\*\*

SHIP TO:  
NMDOT AS SPECIFIED  
LOCATION AS DESCRIBED  
DESCRIBED IN BID  
SANTA FE NM 87504-1149

THIS CONTRACT IS MADE SUBJECT  
TO THE TERMS AND CONDITIONS SHOWN  
ON THE REVERSE SIDE OF THIS PAGE.

INVOICE/BILL TO:  
NMDOT AS SPECIFIED  
LOCATION AS DESCRIBED  
DESCRIBED IN BID  
SANTA FE NM 87504-1149

THE TERM OF THIS CONTRACT SHALL BE NOV 24, 2003 THRU NOV 23, 2004

CONTACT PERSON FOR DELIVERY INSTRUCTIONS OF ITEM(S) ON THIS  
CONTRACT: KATHRYN KRETZ (505) 827-0705

ACCEPTED FOR THE STATE OF NEW MEXICO

*[Handwritten Signature]*  
NEW MEXICO STATE PURCHASING AGENT

DATE: 11/24/03

PURCHASING DIVISION  
JOSEPH MONTOYA BLDG, RM. 2016  
1100 ST. FRANCIS DR. 87505  
P.O. BOX 26110  
SANTA FE, NEW MEXICO 87502-0110

**Background at  
Surface Waste  
Management  
Facilities**

May 19,2004

Facility Name	TPH (mg/Kg)	Benzene (mg/Kg)	Toluene (mg/Kg)	Ethyl Benzene (mg/Kg)	Total Xylene (mg/Kg)
B&K Landfarm	<50	<0.005	<0.005	<0.005	<0.015
C&C Landfarm	66.6	<0.001	<0.001	<0.001	<0.001
DD Landfarm	ND (DRO)	<0.05	<0.05	<0.05	<0.05
Doom Landfarm	68	<0.002	<0.002	<0.002	<0.006
EPI Landfarm	21	<0.001	<0.001	<0.001	0.005
Goo Yea South Landfarm	<10	<0.40	<0.50	<0.50	<0.50
J&L Landfarm	11	<0.002	<0.002	<0.002	<0.006
Pitchfork Landfarm	<10	<0.005	<0.005	<0.005	<0.005
Saunders Landfarm	<10	<0.005	0.006	0.006	0.016
Range of Detected Analyte	11 to 68	< Detection	< Detection to 0.006	< Detection to 0.006	0.005 to 0.016
Average of Analyte	41.4	< Detection	0.006	0.006	0.011

**Background at  
Surface Waste  
Management  
Facilities**

May 19,2004

Facility Name	RCRA Metals As (ppm)	Ag (ppm)	Ba (ppm)	Cd (ppm)	Cr (ppm)	Pb (ppm)	Hg (ppm)	Se (ppm)
B&K Landfarm	0.5	2.95	252	<1	0.4	<1	<0.2	<1
C&C Landfarm	0.003	<0.01	0.2	<0.005	<0.05	<0.01	0.008	0.003
DD Landfarm	<0.02	<0.01	1.55	<0.004	<0.012	<0.01		<0.000
Doom Landfarm	0.862	4.3	<5	3.55	17	<1	<0.2	0.374
EPI Landfarm	0.007	0.07	1.08	<0.005	<0.05	<0.10	0.0004	0.003
Goo Yea South Landfarm	2.52	<1.00	155	<0.12	2.68	<1.48	0.105	<1.50
J&L Landfarm	1.15	4.15	<5	1.25	<1	<1	<0.002	0.25
Pitchfork Landfarm	1.5	2.9	<1	1.8	5.4	19.2	<0.2	0.353
Saunders Landfarm	<5.0	0.007	1.34	<0.05	0.16	0.08	0.001	0.097
Range of Detected Analyte	0.003 to 2.52	0.007 to 4.3	0.2 to 252	1.25 to 3.55	0.4 to 17	0.08 to 19.2	0.0004 to 0.105	0.003 to 0.374
Average of Analyte	0.93	2.87	68	2.2	5.1	9.6	0.027	0.02

**Background at  
Surface Waste  
Management  
Facilities**

May 19,2004

Facility Name	General Chemistry Na (mg/Kg)	Ca (mg/Kg)	Mg (mg/Kg)	K (mg/Kg)	Conductivity mS/cm	Total Alkalinity MgCa CO3/kg	Cl (mg/Kg)	SO4 (mg/Kg)	CO3 (mg/Kg)	HCO3 (mg/Kg)	pH (s.u.)
B&K Landfarm	110	176	49	360	20	1184	112	0	0	1444	6.06
C&C Landfarm		56	44				20	55			9.19
DD Landfarm							2	7.5			
Doom Landfarm	1576	75	46	166	124	988	50	2839	0	1205	7.85
EPI Landfarm						196	49	61		538	8.48
Goo Yea South Landfarm	21	138	38.5	14.2		300	20.4	26.3	61	244	8.6
J&L Landfarm	0	282	83	150	514	816	95	0	0	996	7.87
Pitchfork Landfarm	24	66	22	9.36	528	184	80	22	0	224	8.4
Saunders Landfarm	1	112	47	19	680	300	128	17.8	0	366	6.74
Range of Detected Analyte	1 to 1576	56 to 176	22 to 83	14.2 to 360	20 to 680	184 to 1184	2 to 128	0 to 2839	0 to 61	224 to 1444	6.06 to 9.19
Average of Analyte	288	129	47	120	373	567	62	337	10	717	63.2

**Background at  
Surface Waste  
Management  
Facilities**

May 19, 2004

Facility Name	TOTAL METALS AI (ppm)	Co (ppm)	Cu (ppm)	Fe (ppm)	Mn (ppm)	Mo (ppm)	Ni (ppm)	Zn (ppm)	Laboratory	Sampling Date
B&K Landfarm	472	1.65	3.3	1138	19.45	<1	63.4	3.45	Cardinal	5/3/2000
C&C Landfarm									Cardinal	1993
DD Landfarm									ECD Environmental and Hall Envir. Analysis and SVL Analytical, Inc	11/27/2000
Doom Landfarm	14355	3.65	9.35	5875	101	5.4	4.1	23.85	Cardinal	12/29/2000
EPI Landfarm										
Goo Yea South Landfarm									Anachem	11/29/1998
J&L Landfarm									Cardinal	
Pitchfork Landfarm	844	5.4	1.95	5450	57.7	<1	2.35	14.7	Cardinal	10/14/2003
Saunders Landfarm	186	1.05	2.13	141	3.35	0.1	0.146	0.57	Cardinal	5/15/2003

Range of Detected Analyte	186 to 14355	1.05 to 5.4	9.35 to 1.95	141 to 5875	3.35 to 101	0.1 to 5.4	0.146 to 63.4	0.57 to 23.85
Average of Analyte	3964	11.75	4.18	3151	45	2.8	17.5	10.6

STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
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**CONTRACT**

**ARTICLE I - STATEMENT OF WORK**

Contract to provide requirements as indicated in specifications

**ARTICLE II - TERM**

The term of this Contract will be as indicated in specifications

**ARTICLE III - TERMINATION**

This Contract may be terminated by either signing party upon written notice by either party to the other at least thirty (30) days in advance of the date of termination. Termination of this contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**ARTICLE IV - AMENDMENT**

This Contract may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Contract **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in bid and contract documents.

**ARTICLE V - PRICE SCHEDULE**

Price(s) as listed are firm.

**ARTICLE VI - INDEMNITY CLAUSE**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor's and/or its employees, own negligent act(s) or omissions(s) while contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 57-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s) bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claims(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to worker's compensation.

**ARTICLE VII - CONTRACTOR AGREEMENT**

Contractor agrees to:

- A. Furnish all equipment, material, labor and tools, required to perform the work specified.
- B. Provide competent supervision and skilled personnel to perform all work in progress.
- C. Comply with all local, state, and federal laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect the property of the state of New Mexico in connection with the performance of the work covered by this contract.
- D. Provide the workers adequate insurance, including but not limited to worker's compensation.
- E. Make necessary arrangements for storage of his/her tools and/or equipment. The state agency will not be responsible for any lost or stolen property.
- F. Be responsible for all cleanup work on the project site and at the equipment storage area (s) prior to final inspection and acceptance.
- G. Comply with all applicable codes for this type of work.
- H. Be held liable for any damages which occur because of his/her negligence or that of his/her employees.

CONTRACTOR LICENSE NUMBER (IF APPLICABLE) \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT

40-805-09-18283

PURCHASING DIVISION

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CONTRACT VENDORS:

( 1)-5080420 505-821-1801 PAY DISC: 30 DAYS NET  
AMEC EARTH & ENVIRONMENTAL INC FOB: DESTINATION  
8519 JEFFERSON NE DELIVERY: AS REQUESTED

ALBUQUERQUE NM 87113-0000 TAX-ID - [REDACTED]

( 2)-5132396 505-243-3200 PAY DISC: 45 DAYS NET  
CAMP DRESSER & MCKEE INC FOB: DESTINATION  
121 TIJERAS AVE NE DELIVERY: USPS  
SUITE 1000

ALBUQUERQUE NM 87102-0000 TAX-ID -

( 3)-5525755 505-246-1600 PAY DISC: NET 30 DAYS  
INTERA INC FOB: DESTINATION  
6501 AMERICAS PKWY NE #820 DELIVERY: 2 WEEKS

ALBUQUERQUE NM 87110-0000 TAX-ID -

( 4)-5422702 505-334-7373 PAY DISC: NET 30-DAYS  
KLEINFELDER INC FOB: DESTINATION  
8300 JEFFERSON NE STE B DELIVERY: AS REQUESTED

ALBUQUERQUE NM 87113-0000 TAX-ID -

( 5)-5187719 505-268-2661 PAY DISC: NET 30  
RESPEC INC FOB: DESTINATION  
4775 INDIAN SCHOOL RD NE DELIVERY: AS REQUESTED  
SUITE 300

ALBUQUERQUE NM 87110-0000 TAX-ID -

( 7)-5293090 505-884-5050 PAY DISC: NET  
WESTON SOLUTIONS INC FOB: DESTINATION  
6565 AMERICAS PKWY NE DELIVERY: AS REQUESTED  
SUITE 200

ALBUQUERQUE NM 87110-0000 TAX-ID -

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 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
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TERM OF THIS CONTRACT SHALL BE FOR ONE (1) YEAR FROM DATE OF AWARD WITH OPTION TO EXTEND FOR THREE (3) ADDITIONAL YEARS, ON A YEAR BY YEAR BASIS, BY MUTUAL AGREEMENT OF BOTH PARTIES AND THE APPROVAL OF THE NEW MEXICO PURCHASING DIRECTOR AT THE SAME PRICE, TERMS AND CONDITIONS. M001

STATE WIDE MULTIPLE SITE MONITORING AND REPORTING AT VARIOUS SITES INCLUDING TUCUMCARI, SANTA ROSA, WILLIAMSBURG, CARLSBAD, "OLD" GALLUP, "OLD" BELEN MAINTENANCE PATROL YARDS AND OTHER SITES AS REQUIRED. AWARD WILL BE TO LOWEST RESPONSIVE BIDDER, "ALL OR NONE."

SCOPE OF WORK:  
 WORK SHALL CONSIST OF WORKPLAN PREPARATION, SAMPLING FOR LABORATORY TESTING OF GROUNDWATER IN ON-SITE WELLS AND SITE SOIL FOR CONTAMINATION BY DIESEL, GASOLINE SALT OR OTHER CONTAMINANTS. QUARTERLY REPORTS IN THREE (3) COPIES ARE REQUIRED PER SITE. NO "MARK-UP" OF SUBCONTRACTOR COSTS SHALL BE ALLOWED.

PREPARATION AND MANAGEMENT OF WORKPLANS, INCLUDING COORDINATION WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT. MANAGEMENT OF FIELD AND LABORATORY WORK, INCLUDING

PREPARATION OF REPORTS AND C.A.F. CLAIMS, UNDER THE SUPERVISION OF A N.M. CERTIFIED SCIENTIST.

SOIL AND GROUNDWATER MONITORING OF EXSITING SITE WELLS AND STOCKPILES BY SAMPLING,

LABORATORY TESTING AND REPORTING 4 TIMES YEARLY. EMERGENCY AND CONTINGENCY MANAGEMENT OF COST NOT ANTICIPATED IN THIS

SCOPE OF WORK SUCH AS DAMAGE TO SURFACE AND SUBSURFACE EQUIPMENT AND WELLS CAUSED BY EARTHQUAKE, VANDALISM, VIOLENT WEATHER OR OTHER EVENTS. ELECTRICAL, PLUMBING, MASONRY, CARPENTRY, DRILLING AND EXCAVATION WORK MAY BE REQUIRED.

TASK DESCRIPTION	FREQUENCY
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- A. WORKPLAN PREPARATION.....YEARLY
- B. GROUNDWATER SAMPLING\*.....QUARTER YEARLY
- C. REPORTING.....QUARTER YEARLY

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D. C.A.F.CLAIM PREPARATION.....TWICE YEARLY

E. CONTINGENCY EVENTS & SOIL SAMPLING\*.....AS REQUIRED

\*COSTS OF LABORATORY ANALYSIS SHALL BE COORDINATED WITH AND BY NMSHTD USING A SEPARATE PRICE AGREEMENT FOR WATER, SOIL AND AIR SAMPLES.

HOURLY RATES MUST CONFORM TO THE CATEGORIES DEFINED HEREIN. INDIVIDUALS ASSIGNED TO A TASK MUST MEET THE MINIMUM EDUCATION/EXPERIENCE CRITERIA. PAYMENT WILL BE BASED ON TASK PERFORMED.

M002

EXPENSES  
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EXPENSES NOT EXPLICITLY PRE-APPROVED MAY BE BILLED TO THE DEPARTMENT AT RATES THAT DO NOT EXCEED THE MAXIMUM LISTED BELOW FOR RENTAL OR PURCHASE. THE TOTAL BILLABLE COST FOR RENTAL EQUIPMENT SHALL NOT EXCEED 120% OF THE PURCHASE PRICE. EXPENSES AND ORDINARY INVESTIGATIVE AND REMEDIAL EQUIPMENT NOT LISTED MAY BE BILLED AT RATES NOT TO EXCEED USUAL AND CUSTOMARY RENTAL OR LEASE RATES, OR AT COST. SPECIALIZED INVESTIGATIVE OR REMEDIAL EQUIPMENT MANUFACTURED IN-HOUSE MAY BE BILLED AT COST. SHIPPING, TELEPHONE & ELECTRICAL CHARGES SHALL BE BILLED AT COST, INVOICES TO BE PROVIDED QUARTERLY TO USER FACILITY.

TAX NOTE: PRICE SHALL NOT INCLUDE STATE GROSS RECEIPTS TAX OR LOCAL OPTION TAX(ES). SUCH TAX OR TAXES SHALL BE ADDED TO EACH INDIVIDUAL ITEM BID AT APPROPRIATE RATE.

M003

BONDING:

BID SECURITY IN THE FORM OF A SURETY BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW MEXICO SHALL BE REQUIRED IN THE AMOUNT OF \$10,000.00.

"PRIOR TO ISSUANCE OF A CONTRACT ORDER, THE SUCCESSFUL AWARDED CONTRACTOR MUST PROVIDE A PERFORMANCE BOND AND A PAYMENT AND MATERIALS BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW MEXICO EQUAL TO 100% OF THE TOTAL CONTRACT ORDER. THE CONTRACTOR MUST DELIVER SAID BONDS TO THE ORDERING HIGHWAY DISTRICT'S PURCHASING OFFICE WITHIN TEN (10) CALENDAR DAYS AFTER NOTIFICATION OF A FORTHCOMING CONTRACT ORDER. FAILURE TO

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COMPLY SHALL RESULT IN THE CONTRACT ORDER BEING ISSUED TO ANOTHER CONTRACTOR".

CONTRACTOR(S) FURTHER AGREES TO:

- A. FURNISH ALL EQUIPMENT, LABOR AND TOOLS REQUIRED TO PERFORM THE WORK SPECIFIED.
- B. PROVIDE COMPETENT SUPERVISION AND SKILLED PERSONNEL TO CARRY ON ALL WORK IN PROGRESS.
- C. COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS GOVERNING SAFETY, HEALTH AND SANITATION. THE CONTRACTOR SHALL PROVIDE ALL SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT, AND TAKE ANY OTHER NEEDED ACTIONS NECESSARY TO PROTECT THE LIFE AND HEALTH OF EMPLOYEES ON THE JOB AND THE SAFETY OF THE PUBLIC, AND TO PROTECT THE PROPERTY OF THE STATE OF NEW MEXICO IN CONNECTION WITH THE PERFORMANCE OF THE WORK COVERED BY THIS CONTRACT.
- D. PROVIDE WORKMEN ADEQUATE INSURANCE, INCLUDING BUT NOT LIMITED TO WORKMAN'S COMPENSATION.
- E. MAKE NECESSARY ARRANGEMENTS FOR STORAGE OF HIS TOOLS AND/OR EQUIPMENT. THE NMSHTD WILL NOT BE RESPONSIBLE FOR ANY LOST OR STOLEN PROPERTY.
- F. BE RESPONSIBLE FOR ALL CLEANUP WORK ON THE PROJECT SITE(S) AND AT THE EQUIPMENT STORAGE AREA(S) PRIOR TO FINAL INSPECTION AND ACCEPTANCE.
- G. COMPLY WITH ALL APPLICABLE CODES FOR THIS TYPE OF WORK.
- H. BE HELD LIABLE FOR ANY DAMAGES WHICH OCCUR BECAUSE OF HIS NEGLIGENCE OR THAT OF HIS EMPLOYEES.

THIS IS A PUBLIC WORKS CONTRACT, SUBJECT TO THE PROVISIONS OF THE PUBLIC WORKS MINIMUM WAGE ACT, SECTIONS 13-14-11 THRU 13-4-17, ET SEQ. NMSA 1978 AS AMENDED. MINIMUM WAGE RATES AS DETERMINED AND PUBLISHED BY THE STATE LABOR COMMISSION, SANTA FE, NM SHALL BE IN EFFECT AND UTILIZED BY THE CONTRACTOR DURING THE LIFE OF THIS CONTRACT. WAGE DECISION NO. \_\_\_\_\_ DATED \_\_\_\_\_ IS A PART OF THIS AGREEMENT.

A POTENTIAL CONTRACTOR OR THE CONTRACTOR AGREES TO COMPLY WITH STATE LAWS AND RULES PERTAINING TO WORKER'S COMPENSATION INSURANCE COVERAGE FOR ITS EMPLOYEES, IF CONTRACTOR FAILS TO COMPLY, WITH THE WORKER'S COMPENSATION ACT AND APPLICABLE RULES WHEN REQUIRED TO DO SO, THE CONTRACT MAY BE CANCELLED EFFECTIVE IMMEDIATELY.

CONTRACTOR(S) SHALL INDEMNIFY AND HOLD HARMLESS THE STATE, ITS OFFICERS AND EMPLOYEES, AGAINST LIABILITY, CLAIMS,

M004

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DAMAGES, LOSSES OR EXPENSES ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY, OR RESULTING FROM, CONTRACTOR(S) AND/OR ITS EMPLOYEES, OWN NEGLIGENT ACT(S) OR OMISSION(S) WHILE CONTRACTOR, AND/OR ITS EMPLOYEES, PERFORM(S) OR FAILS TO PERFORM IT'S OBLIGATIONS AND DUTIES UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS SAVE HARMLESS AND INDEMNIFICATION CLAUSE IS SUBJECT TO THE IMMUNITIES, PROVISIONS, AND LIMITATIONS OF THE TORT CLAIMS ACT (41-4-1, ET SEQ., N.M.S.A. 1978 COMP) AND SECTION 56-7-1, N.M.S.A. 1978 COMP. AND ANY AMENDMENTS THERETO. IT IS SPECIFICALLY AGREED BETWEEN THE PARTIES EXECUTING THIS AGREEMENT THAT IT IS NOT INTENDED BY ANY OF THE PROVISIONS OF ANY PART OF THE AGREEMENT TO CREATE THE PUBLIC OR ANY MEMBER THEREOF A THIRD PARTY BENEFICIARY OR TO AUTHORIZE ANYONE NOT A PARTY TO THE AGREEMENT TO MAINTAIN A SUIT(S) FOR WRONGFUL DEATH(S), BODILY AND/OR PERSONAL INJURY(IES) TO PERSON(S), DAMAGE(S) TO PROPERTY(IES) AND/OR ANY OTHER CLAIM(S) WHATSOEVER PURSUANT TO THE PROVISIONS OF THIS AGREEMENT.

THE CONTRACTOR SHALL PROCURE AND MAINTAIN AT THE CONTRACTOR'S EXPENSE INSURANCE OF THE KINDS AND IN THE AMOUNTS HEREIN PROVIDED. THIS INSURANCE SHALL BE PROVIDED BY INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NEW MEXICO AND SHALL COVER ALL OPERATIONS UNDER THE CONTRACT, WHETHER PERFORMED BY THE CONTRACTOR, THE CONTRACTOR'S AGENTS OR EMPLOYEES OR BY SUBCONTRACTORS. ALL INSURANCE PROVIDED SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE PERIOD OF THE WORK, UP TO AND INCLUDING FINAL ACCEPTANCE, AND THE REMOVAL OF ALL EQUIPMENT AND EMPLOYEES, AGENTS AND SUBCONTRACTORS THEREFROM.

A) PUBLIC LIABILITY AND AUTOMOBILE LIABILITY INSURANCE:

1. GENERAL LIABILITY: BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE APPLICABLE IN FULL TO THE SUBJECT PROJECT SHALL BE PROVIDED IN THE FOLLOWING MINIMUM AMOUNTS:

BODILY INJURY LIABILITY:

\$1,000,000 EACH PERSON; \$2,000,000 EACH OCCURRENCE  
(ANNUAL AGGREGATE)

PROPERTY DAMAGE LIABILITY:

\$2,000,000 EACH OCCURRENCE (ANNUAL AGGREGATE)

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- A. THE POLICY TO PROVIDE THIS INSURANCE IS TO BE WRITTEN ON A COMPREHENSIVE GENERAL LIABILITY FORM OR COMMERCIAL GENERAL LIABILITY FORM WHICH MUST INCLUDE THE FOLLOWING:
1. COVERAGE FOR LIABILITY ARISING OUT OF THE OPERATION OF INDEPENDENT CONTRACTORS.
  2. COMPLETED OPERATION COVERAGE.
  3. ATTACHMENT OF THE BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT.
- B. IN THE EVENT THAT THE USE OF EXPLOSIVES IS A REQUIRED PART OF THE CONTRACT, THE CONTRACTORS INSURANCE MUST INCLUDE COVERAGE FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF BLASTING OR EXPLOSION.
- C. IN THE EVENT THAT A FORM OF WORK NEXT TO AN EXISTING BUILDING OR STRUCTURE IS A REQUIRED PART OF THE CONTRACT, THE CONTRACTOR'S INSURANCE MUST INCLUDE COVERAGE FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF:
1. THE COLLAPSE OF OR STRUCTURAL INJURY TO BUILDINGS OR STRUCTURES DUE TO EXCAVATION, INCLUDING BURROWING, FILLING OR BACK-FILLING IN CONNECTION THEREWITH, OR TO TUNNELING, COFFERDAM WORK OR CAISSON WORK OR TO MOVING, SHORING, UNDERPINNING, RAZING OR DEMOLITION OF BUILDINGS OR STRUCTURES OR REMOVAL OR REBUILDING OF STRUCTURAL SUPPORTS THEREOF.
- D. COVERAGE MUST BE INCLUDED FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF INJURY TO OR DESTRUCTION OF WIRES, CONDUITS, PIPES, MAINS, SEWERS OR OTHER SIMILAR PROPERTY OR ANY APPARTUS IN CONNECTION THEREWITH BELOW THE SURFACE OF THE GROUND, IF SUCH INJURY OR DESTRUCTION IS CAUSED BY OR OCCURS DURING THE USE OF MECHANICAL EQUIPMENT FOR THE PURPOSE OF EXCAVATING, DIGGING OR DRILLING, OR TO INJURY TO OR DESTRUCTION OF PROPERTY AT ANY TIME RESULTING THEREFROM.

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2. AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR THE CONTRACTOR (WHETHER INCLUDED IN THE POLICY PROVIDING GENERAL LIABILITY INSURANCE OR IN A SEPERATE POLICY) MUST PROVIDE LIABILITY FOR THE OWNERSHIP, OPERATION AND MAINTENANCE OF OWNED, NON-OWNED AND HIRED CARS. THE LIMITS OF LIABILITY INSURANCE SHALL BE PROVIDED IN THE FOLLOWING AMOUNTS:

BODILY INJURY LIABILITY:

\$1,000,000 EACH PERSON:  
\$2,000,000 EACH OCCURENCE  
(ANNUAL AGGREGATE)

PROPERTY DAMAGE LIABILITY:

\$2,000,000 EACH OCCURENCE  
(ANNUAL AGGREGATE)

B. WORKER'S COMPENSATION INSURANCE.

THE CONTRACTOR'S SHALL ALSO CARRY WORKER'S COMPENSATION INSURANCE OR OTHERWISE FULLY COMPLY WITH THE PROVISION OF THE NEW MEXICO WORKMEN'S COMPENSATION ACT AND OCCUPATIONAL DISEASE DISABLEMENT LAW.

IF THE CONTRACTOR IS AN "OWNER-OPERATOR" OF SUCH EQUIPMENT, IT IS AGREED THAT THE STATE OF NEW MEXICO ASSUMES NO RESPONSIBILITY, FINANCIAL OR OTHERWISE, FOR ANY INJURIES SUSTAINED BY THE "OWNER-OPERATOR" DURING THE PERFORMANCE OF SAID CONTRACT.

C. CERTIFICATE OF INSURANCE/DEPARTMENT AS ADDITIONAL INSURED. THE CONTRACTOR BEING AWARDED THE CONTRACT/PRICE AGREEMENT SHALL FURNISH EVIDENCE OF CONTRACTOR'S INSURANCE COVERAGE BY A CERTIFICATE OF INSURANCE. THE CERTIFICATE OF INSURANCE SHALL BE SUBMITTED PRIOR TO AWARD OF THE CONTRACT/PRICE AGREEMENT.

THE CONTRACTOR SHALL HAVE THE N.M. STATE

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HIGHWAY & TRANSPORTATION DEPARTMENT NAMED AS AN ADDITIONAL INSURED ON THE COMPREHENSIVE GENERAL LIABILITY FORM OR COMMERCIAL GENERAL LIABILITY FORM FURNISHED BY THE CONTRACTOR PURSUANT TO PARAGRAPH (A) 1. AND (A) 2., OF THIS SUBSECTION. THE CERTIFICATE OF INSURANCE SHALL STATE THAT THE COVERAGE PROVIDED UNDER THE POLICY IS PRIMARY OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE.

THE CERTIFICATE OF INSURANCE SHALL ALSO INDICATE COMPLIANCE WITH THESE SPECIFICATIONS AND SHALL CERTIFY THAT THE COVERAGE SHALL NOT BE CHANGED, CANCELLED OR ALLOWED TO LAPSE WITHOUT GIVING THE DEPARTMENT THIRTY (30) DAYS WRITTEN NOTICE ALSO, A CERTIFICATE OF INSURANCE SHALL BE FURNISHED TO THE DEPARTMENT ON RENEWAL OF A POLICY OR POLICIES AS NECESSARY DURING THE TERMS OF THE CONTRACT. THE DEPARTMENT SHALL NOT ISSUE A NOTICE TO PROCEED UNTIL SUCH TIME AS THE ABOVE REQUIREMENTS HAVE BEEN MET.

D. UMBRELLA COVERAGE: THE INSURANCE LIMITS CITED IN THE ABOVE PARAGRAPHS ARE MINIMUM LIMITS. THIS SPECIFICATION IS IN NO WAY INTENDED TO DEFINE WHAT CONSTITUTES ADEQUATE INSURANCE COVERAGE FOR INDIVIDUAL CONTRACTOR. THE DEPARTMENT WILL RECOGNIZE FOLLOWING FORM EXCESS COVERAGE (UMBRELLA) AS MEETING THE REQUIREMENTS OF SUBSECTION (A) 1.A. OF SECTION, SHOULD SUCH INSURANCE OTHERWISE MEET ALL REQUIREMENTS OF SUCH SUBSECTIONS.

E. OTHER REQUIRED INSURANCE: THE CONTRACTOR SHALL PROCURE AND MAINTAIN, WHEN REQUIRED BY THE DEPT., FORM AND TYPES OF BAILEE INSURANCE SUCH AS, BUT NOT LIMITED TO, BUILDER'S RISK INSURANCE, CONTRACTOR'S EQUIPMENT INSURANCE, RIGGER'S LIABILITY PROPERTY INSURANCE, ETC. IN AN AMOUNT NECESSARY TO PROTECT THE DEPARTMENT AGAINST CLAIMS, LOSSES AND EXPENSES ARISING FROM THE DAMAGE, DISAPPEARANCE

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OR DESTRUCTION OF PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR, INCLUDING PROPERTY OF OTHERS BEING INSTALLED, ERECTED OR WORKED UPON BY THE CONTRACTOR, HIS AGENTS OR SUB-CONTRACTORS.

F. RAILROAD INSURANCE: IN THE EVENT THAT RAILROAD PROPERTY IS AFFECTED BY THE SUBJECT CONTRACT, THE CONTRACTOR, IN ADDITION TO THE ABOVE REQUIREMENTS, SHALL BE REQUIRED TO FURNISH A RAILROAD PROTECTIVE LIABILITY POLICY IN THE NAME OF THE RAILROAD COMPANY INVOLVED. IN ADDITION, ON THOSE RAILS THAT ARE USED BY THE NATIONAL RAILROAD PASSENGER CORPORATION (NRPC), THE CONTRACTOR WILL ALSO OBTAIN A RAILROAD PROTECTIVE LIABILITY POLICY IN THE NAME OF NRPC.

THE LIMITS OF LIABILITY FOR THE RAILROAD PROTECTIVE LIABILITY POLICY (OR POLICIES) MUST BE NEGOTIATED WITH THE RAILROAD COMPANY ON A HAZARD AND RISK BASIS IN NO EVENT WILL THE LIMITS EXCEED THE FOLLOWING:

BODILY INJURY LIABILITY, PROPERTY DAMAGE LIABILITY:

\$2,000,000 EACH OCCURANCE

LIABILITY AND PHYSICAL DAMAGE TO PROPERTY:

\$6,000,000 AGGREGATE

THE LIMITS OF LIABILITY STATED ABOVE APPLY TO THE COVERAGE AS SET FORTH IN THE RAILROAD PROTECTIVE LIABILITY ENDORSEMENT FORM, SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS FOUND IN THE FORM.

THE POLICY MUST AFFORD COVERAGE AS PROVIDED IN THE STANDARD RAILROAD PROTECTIVE LIABILITY ENDORSEMENT (AASHTO FORM).

THE CONTRACTOR AGREES TO COMPLY WITH STATE LAWS AND RULES PERTAINING TO WORKERS' COMPENSATION INSURANCE COVERAGE FOR

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ITS EMPLOYEES. IF CONTRACTOR FAILS TO COMPLY WITH THE WORKERS' COMPENSATION ACT AND APPLICABLE RULES WHEN REQUIRED TO DO SO, THE CONTRACT MAY BE CANCELLED EFFECTIVE IMMEDIATELY.

THE PRICE QUOTED HEREIN REPRESENTS THE TOTAL COMPENSATION TO BE PAID BY THE STATE FOR GOODS AND/OR SERVICES PROVIDED. IT IS UNDERSTOOD THAT THE PARTY PROVIDING SAID GOODS AND/OR SERVICES TO THE STATE IS RESPONSIBLE FOR PAYMENT OF ALL COSTS OF LABOR, EQUIPMENT, TOOLS, MATERIALS, FEDERAL TAX, PERMITS, LICENSES, FEES AND ANY OTHER ITEMS NECESSARY TO COMPLETE THE WORK PROVIDED. THE PRICES QUOTED IN THIS CONTRACT INCLUDE AN AMOUNT SUFFICIENT TO COVER SUCH COSTS. M005

THE CONDITIONS AND SPECIFICATIONS SENT OUT IN THE INVITATION TO BID ARE INSEPARABLE AND INDIVISIBLE. ANY VENDOR, BY SUBMITTING A BID, AGREES TO BE BOUND BY ALL SUCH CONDITIONS OR SPECIFICATIONS SENT OUT IN THIS INVITATION TO BID, AND ALL OTHER DOCUMENTS REQUIRED TO BE SUBMITTED, SHALL BE RETURNED BY THE VENDOR IN HIS BID PACKAGE. FAILURE TO DO SO OR ANY ATTEMPT TO VARY OR CHANGE THE CONDITIONS OR SPECIFICATIONS OF THE BID SHALL, AT THE DISCRETION OF THE STATE CONSTITUTE GROUNDS FOR REJECTION OF THE ENTIRE BID.

BIDDERS SHALL PROMPTLY NOTIFY THE NMSHTD OF ANY AMBIGUITY, INCONSISTENCY OR ERROR WHICH THEY MAY DISCOVER UPON THE EXAMINATION OF THE BIDDING DOCUMENTS, OR OF THE SITE AND LOCAL CONDITIONS.

THE OWNER SHALL HAVE THE RIGHT TO REJECT ANY OR ALL BIDS, AND IN PARTICULAR TO REJECT A BID NOT ACCOMPANIED BY DATA REQUIRED BY THE BIDDING DOCUMENTS, OR A BID IN ANY WAY INCOMPLETE OR IRREGULAR.

CONTRACTOR SHALL BE CONSIDERED AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF THE STATE OF NEW MEXICO. HOWEVER, DIRECTIONS AS TO TIME AND PLACE OF PERFORMANCE AND COMPLIANCE WITH RULES AND REGULATIONS MAY BE REQUIRED BY THE USING AGENCY.

PAYMENT FOR SERVICES PERFORMED WILL BE INITIATED UPON FINAL ACCEPTANCE AND INSPECTION OF WORK.

WITHIN FIFTEEN DAYS AFTER THE DATE THE DEPARTMENT RECEIVES WRITTEN NOTICE FROM THE CONTRACTOR THAT PAYMENT IS REQUESTED FOR SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY DELIVERED ON SITE AND RECEIVED, THE DEPARTMENT

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SHALL ISSUE A WRITTEN CERTIFICATION OF COMPLETE OR PARTIAL ACCEPTANCE OR REJECTION OF THE SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY. IF THE DEPARTMENT FINDS THAT THE SERVICES, CONSTRUCTION OR ITEM OF TANGIBLE PERSONAL PROPERTY ARE NOT ACCEPTABLE, IT SHALL, WITHIN THIRTY (30) DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE CONTRACTOR THAT PAYMENT IS REQUESTED, PROVIDE TO THE CONTRACTOR A LETTER OF EXCEPTION EXPLAINING THE DEFECT OR OBJECTION TO THE SERVICES, CONSTRUCTION OR DELIVERED TANGIBLE PERSONAL PROPERTY ALONG WITH DETAILS OF HOW THE CONTRACTOR MAY PROCEED TO PROVIDE REMEDIAL ACTION. UPON CERTIFICATION BY THE DEPARTMENT THAT THE SERVICES, CONSTRUCTION OR ITEMS OF PERSONAL PROPERTY HAVE BEEN RECEIVED AND ACCEPTED, PAYMENT SHALL BE TENDERED TO THE CONTRACTOR WITHIN THIRTY (30) DAYS AFTER THE DATE OF CERTIFICATION. IF PAYMENT IS MADE BY MAIL, THE PAYMENT SHALL BE DEEMED TENDERED ON THE DATE IT IS POSTMARKED. AFTER THE THIRTIETH DAY FROM THE DATE THAT WRITTEN CERTIFICATION OF ACCEPTANCE IS ISSUED, LATE PAYMENT CHARGES SHALL BE PAID ON THE UNPAID BALANCE DUE ON THE CONTRACT TO THE CONTRACTOR AT THE RATE OF 1-1/2 PERCENT PER MONTH. FOR PURCHASES FUNDED BY STATE OR FEDERAL GRANTS TO LOCAL PUBLIC BODIES, IF THE LOCAL PUBLIC BODY HAS NOT RECEIVED THE FUNDS FROM THE FEDERAL OR STATE FUNDING AGENCY, BUT HAS ALREADY CERTIFIED THAT THE SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY HAVE BEEN RECEIVED AND ACCEPTED, PAYMENTS SHALL BE TENDERED TO THE CONTRACTOR WITHIN FIVE (5) WORKING DAYS OF RECEIPT OF FUNDS FROM THAT FUNDING AGENCY.

FINAL PAYMENTS SHALL BE MADE WITHIN THIRTY DAYS AFTER THE WORK HAS BEEN APPROVED AND ACCEPTED BY THE DEPARTMENT'S SECRETARY OR HIS DULY AUTHORIZED REPRESENTATIVE.

CONTRACTOR NOTE:

NO PERSON SHALL ACT AS A CONTRACTOR WITHOUT A LICENSE ISSUED BY THE (CONSTRUCTION INDUSTRIES) DIVISION CLASSIFIED TO COVER THE TYPE OF WORK TO BE UNDERTAKEN. NO BID ON A CONTRACT SHALL BE SUBMITTED UNLESS THE CONTRACTOR HAS A VALID LICENSE ISSUED BY THE (CONSTRUCTION INDUSTRIES) DIVISION TO BID AND PERFORM THE TYPE OF WORK TO BE UNDERTAKEN, § 60-13-12, NMSA 1978.  
CONTRACTORS LICENSE NO. \_\_\_\_\_

M006

GS-29 LICENSE IS REQUIRED.

ALL WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS, WEEKDAYS FROM 7:30 A.M. THRU 4:00 P.M.. NO WORK SHALL BE

M007

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PERFORMED ON SATURDAYS, SUNDAYS, OR HOLIDAYS, UNLESS PRIOR  
 APPROVAL IS OBTAINED FROM THE NMSHTD. COORDINATION FOR ALL  
 WORK PERFORMED WILL BE MADE BY CONTACTING THE STATE  
 MAINTENANCE BUREAU, P.O. BOX 1149, SANTA FE, NM 87504-1149.  
 (505) 827-5699.

VENDORS ARE REQUESTED TO INDICATE THEIR FEDERAL TAX ID, M008  
 NM CRS OR SOCIAL SECURITY NUMBER \_\_\_\_\_

0001 50.0 HOURLY PRINCIPAL -- GRADUATE SCIENCE DEGREE OR  
 ENGINEERING DEGREE, PLUS FIVE (5) YEARS  
 EXPERIENCE, OR AT LEAST TEN (10) YEARS  
 EXPERIENCE IN INVESTIGATION AND REMEDIATION  
 OF CONTAMINATION IN SOIL AND GROUND WATER.  
 ADMINISTRATIVE AND/OR PROFESSIONAL HEAD OF  
 ORGANIZATION. DIRECTS PROFESSIONAL STAFF.  
 CHARGES A VERY LIMITED NUMBER OF HOURS PER  
 SITE, AS IN REVIEW OF PROJECT DOCUMENTS.

100.000000 ( 1)  
 105.000000 ( 2)  
 115.000000 ( 3)  
 100.000000 ( 4)  
 75.000000 ( 5)  
 115.280000 ( 7)

0002 200.0 HOURLY SENIOR SCIENTIST/ENGINEER--SCIENCE OR  
 ENGINEERING DEGREE AND AT LEAST THREE  
 (3) YEARS APPLICABLE EXPERIENCE. PROFESSIONAL  
 REGISTRATION WHEN APPLICABLE. SENIOR TECHNI-

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\*\* ITEM 0002 CONTINUED \*\*

CAL LEADER. DEVELOPS TECHNICAL AND BUDGETARY  
 APPROACH TO WORK ORDER. DUTIES INCLUDE AQUI-  
 FER CHARACTERIZATION, REVIEW OF TECHNICAL  
 REPORTS AND REMECIAL ACTION PLANS. SUPERVISE  
 WORK ACTIVITIES OF LOWER LEVEL PROFESSIONAL  
 STAFF. COORDINATES AND COMMUNICATES WITH  
 AGENCY PERSONNEL AND CLIENT REGARDING CON-  
 TRACTS, GENERAL DIRECTION AND PROBLEMS AT  
 WORK SITE. GENERALLY PERFORMS LIMITED FIELD  
 WORK. PERFORMS DESIGN AND INVESTIGATION WORK  
 IN TECHNICALLY COMPLEX SITUATIONS.

72.000000 ( 1)

95.000000 ( 2)

95.000000 ( 3)

85.000000 ( 4)

70.000000 ( 5)

98.900000 ( 7)

0003 200.0 HOURLY PROJECT SCIENTIST/ENGINEER/MANAGER--  
 ENGINEERING, HYDROLOGY, GEOLOGY, OR A  
 RELATED SCIENCE DEGREE AND AT LEAST TWO (2)  
 YEARS APPLICABLE EXPERIENCE. IDENTIFIES  
 PROBLEMS AND DEVELOPS INVESTIGATIVE AND REME-  
 DIAL SOLUTIONS TO WORK SITE SITUATIONS. CON-  
 SULTS WITH HIGHER LEVEL PROFESSIONAL STAFF.  
 PREPARES WORKPLANS, COST ESTIMATES AND

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 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
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\*\* ITEM 0003 CONTINUED \*\*

REPORTS. PERFORMS MODELING. ANALYZES AND  
 INTERPRETS FIELD DATA. SUPERVISES LOWER  
 LEVEL REMEDIATION ACTIVITIES. FREQUENTLY  
 COMMUNICATES WITH AGENCY PERSONNEL AND  
 NMED.

59.000000 ( 1)

82.500000 ( 2)

70.000000 ( 3)

85.000000 ( 4)

63.000000 ( 5)

89.110000 ( 7)

0004 800.0 HOURLY STAFF SCIENTIST/ENGINEER--ENGINEERING,  
 GEOLOGY, HYDROLOGY OR RELATED SCIENCE  
 DEGREE AND AT LEAST ONE YEAR EXPERIENCE.  
 IMPLEMENTS FIELD WORK FOR ON-SITE INVESTI-  
 GATION AND REMEDIATION ACTIVITIES INCLUDING  
 SITE CHARACTERIZATION, DRILLING SUPERVISION,  
 AND MONITORING WELL INSTALLATION AND SAMPLING  
 ACTIVITIES. ASSISTS IN MODELING, HYDROGEO-  
 LOGIC DATA ANALYSIS, AND REPORT PREPARATION.  
 CONSULTS WITH HIGHER LEVEL PROFESSIONAL STAFF

49.000000 ( 1)

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\*\* ITEM 0004 CONTINUED \*\*

66.000000 ( 2)

60.000000 ( 3)

60.000000 ( 4)

50.000000 ( 5)

82.230000 ( 7)

0005 1600.0 HOURLY FIELD TECHNICIAN II--SCIENCE OR  
 ENGINEERING DEGREE, OR TWO (2) YEARS  
 EXPERIENCE. SUPERVISES INSTALLATION,  
 MAINTENANCE, AND REPAIR OF INVESTIGATIVE AND  
 REMEDIATION MACHINERY AND EQUIPMENT. CONDUCT  
 SAMPLING AND MONITORING. MAINTAINS MACHINERY  
 AND EQUIPMENT.

39.000000 ( 1)

55.000000 ( 2)

57.000000 ( 3)

40.000000 ( 4)

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\*\* ITEM 0005 CONTINUED \*\*

36.000000 ( 5)

62.120000 ( 7)

0006 1600.0 HOURLY FIELD TECHNICIAN I--NO DEGREE REQUIRED.  
 PERFORMS ASSIGNED FIELD WORK AND ROUTINE  
 LABOR TASKS. ASSISTS IN EQUIPMENT INSTALLA-  
 TION AND MAINTENANCE. CONDUCTS SAMPLING AND  
 MONITORING. ASSISTS WITH FIELD SUPERVISION  
 OF SUBCONTRACTORS. THIS CATEGORY INCLUDES  
 HEAVY EQUIPMENT OPERATORS.

31.000000 ( 1)

45.000000 ( 2)

47.000000 ( 3)

35.000000 ( 4)

31.000000 ( 5)

51.480000 ( 7)

0007 800.0 HOURLY DRAFTSPERSON II--TWO (2) YEARS SCHOOLING  
 AND FIVE (5) YEARS EXPERIENCE, OR TEN  
 (10) YEARS EXPERIENCE. TECHNICALLY FAMILIAR  
 WITH BASIC ENGINEERING PRINCIPLES AND

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\*\* ITEM 0007 CONTINUED \*\*

CONSTRUCTION METHODOLOGIES. WORKS INDEPENDENTLY; WORK PRODUCT REVIEWED BY PROFESSIONAL ENGINEER. PROFICIENT WITH AUTOCAD OR OTHER FORMS OF COMPUTER AIDED DESIGN DRAFTING.

35.000000 ( 1)

65.000000 ( 2)

55.000000 ( 3)

45.000000 ( 4)

35.000000 ( 5)

75.000000 ( 7)

0008 200.0 HOURLY DRAFTSPERSON I--TWO (2) YEARS EXPERIENCE OR ONE (1) YEAR RELATED COLLEGE AND ONE (1) YEAR EXPERIENCE. WORKS DIRECTLY UNDER A REGISTERED ENGINEER OR SCIENTIST. HAS SOME COMPUTER-AIDED DRAFTING SKILLS.

25.000000 ( 1)

51.750000 ( 2)

40.000000 ( 3)

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\*\* ITEM 0008 CONTINUED \*\*

25.000000 ( 4)

25.000000 ( 5)

60.660000 ( 7)

0009 100.0 HOURLY ADMINISTRATOR--NO DEGREE REQUIRED.  
TRACKS WORKPLAN COSTS, PREPARES AND  
PROCESSES INVOICES, ADMINISTERS LEASING AND  
ORDERING OF EQUIPMENT, AND PERFORMS GENERAL  
ADMINISTRATIVE WORK FOR REPORT AND WORKPLAN  
PREPARATION.

22.000000 ( 1)

63.250000 ( 2)

55.000000 ( 3)

35.000000 ( 4)

32.000000 ( 5)

51.510000 ( 7)

0010 200.0 HOURLY SECRETARY--NO DEGREE REQUIRED. PERFORMS  
GENERAL OFFICE WORK, TYPING FILING, AND

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\*\* ITEM 0010 CONTINUED \*\*

DOCUMENT REPRODUCTION.

22.000000 ( 1)

34.500000 ( 2)

30.000000 ( 3)

35.000000 ( 4)

30.000000 ( 5)

39.960000 ( 7)

0011 200.0 HOURLY CLERK--NO DEGREE REQUIRED. PERFORMS  
 GENERAL OFFICE WORK, TYPING, FILING,  
 AND DOCUMENT REPRODUCTION.

19.000000 ( 1)

28.750000 ( 2)

25.000000 ( 3)

30.000000 ( 4)

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\*\* ITEM 0011 CONTINUED \*\*

					20.000000	( 5)
					39.960000	( 7)
0012	100.0	EA/DAY	COMBINATION-EXPOSIMETER/OXYGEN/CO/SO2 METER			
					20.000000	( 1)
					45.000000	( 2)
			RENTAL EQUIPMENT AND METERS DO NOT INCLUDE CALIBRATION STANDARDS, CONSUMED PARTS (UNLESS SPECIFIED), OR OPERATOR TIME		15.000000	( 3)
					5.000000	( 4)
					5.000000	( 5)
					39.000000	( 7)
0013	100.0	EA/DAY	COMBINATION-WATER QUALITY METER			
					15.000000	( 1)
					16.000000	( 2)

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 \* \* \* \* \* AND DESCRIPTION \* \* PRICE \* PRICE  
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\*\* ITEM 0013 CONTINUED \*\*

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME 20.000000 ( 3)

-0- ( 4)

5.000000 ( 5)

100.000000 ( 7)

0014 100.0 EA/DAY D.O. METER (WATER)

35.000000 ( 1)

35.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME 20.000000 ( 3)

-0- ( 4)

5.000000 ( 5)

100.000000 ( 7)

0015 100.0 EA/DAY EC METER

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\*\* ITEM 0015 CONTINUED \*\*

10.000000 ( 1)

45.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

10.000000 ( 3)

-0-

( 4)

5.000000 ( 5)

100.000000 ( 7)

0016 100.0 EA/DAY EH METER

10.000000 ( 1)

40.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

10.000000 ( 3)

-0-

( 4)

5.000000 ( 5)

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\*\* ITEM 0016 CONTINUED \*\*

					100.000000	( 7)
0017	DISC		EXPENDABLE FIELD EQUIPMENT-			
			BIDDER TO INDICATE _____% DISCOUNT			
			FROM _____ MFR PRICE CATALOG			
			N/A (0%)			( 1)
			10% DISCOUNT FROM 100% MFR PRICE CATALOG			( 2)
			0%			( 3)
			0% DISCOUNT FROM N/A MFR PRICE CATALOG			( 4)
			0%			( 5)
			0%			( 7)
0018		50.0	EA/DAY EXPLOSIMETER			

10.000000 ( 1)

40.000000 ( 2)

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\*\* ITEM 0018 CONTINUED \*\*

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

15.000000 ( 3)

-0-

( 4)

5.000000 ( 5)

35.000000 ( 7)

0019 100.0 EA/DAY FLUID LEVEL DETECTOR

10.000000 ( 1)

25.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

10.000000 ( 3)

5.000000 ( 4)

5.000000 ( 5)

17.500000 ( 7)

0020 160.0 EA/DAY INTERFACE PROBE

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\*\* ITEM 0020 CONTINUED \*\*

10.000000 ( 1)

65.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

13.500000 ( 3)

-0-

( 4)

5.000000 ( 5)

30.000000 ( 7)

0021 160.0 EA/DAY OVM (PID/FID)

10.000000 ( 1)

65.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

20.000000 ( 3)

5.000000 ( 4)

5.000000 ( 5)

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\*\* ITEM 0021 CONTINUED \*\*

0022 160.0 EA/DAY OXYGEN METER (AIR) 90.000000 ( 7)

10.000000 ( 1)

45.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

15.000000 ( 3)

-0-

( 4)

5.000000 ( 5)

22.000000 ( 7)

0023 160.0 EA/DAY PH METER

8.000000 ( 1)

20.000000 ( 2)

RENTAL EQUIPMENT & METERS DON'T INCLUDE  
 CALIBRATION STANDARDS, CONSUMED SEE BID

5.000000 ( 3)

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\*\* ITEM 0023 CONTINUED \*\*

0-

ITEM	QTY	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
					( 4 )
				5.000000	( 5 )
				15.000000	( 7 )
0024	160.0	EA/DAY	ANEMOMETER, PORTABLE NON-RECORDING		
				10.000000	( 1 )
				35.000000	( 2 )
			RENTAL EQUIPMENT AND METERS DO NOT INCLUDE CALIBRATION STANDARDS, CONSUMED PARTS (UNLESS SPECIFIED), OR OPERATOR TIME	10.000000	( 3 )
				5.000000	( 4 )
				5.000000	( 5 )
				15.000000	( 7 )
0025	50.0	EA/DAY	BACKHOE-LIGHT DUTY HP 51-62 DIG DEPTH 12 FT. - 18 FT. 6 IN.		
				140.000000	( 1 )

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\*\* ITEM 0025 CONTINUED \*\*

200.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

165.000000 ( 3)

180.000000 ( 4)

120.000000 ( 5)

ALONE; W/OPERATOR \$880.00

440.000000 ( 7)

0026 20.0 EA/DAY BACKHOE-MEDIUM DUTY HP 63-75  
 DIG DEPTH 14 FT. - 19 FT. 8 IN.

180.000000 ( 1)

300.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

180.000000 ( 3)

180.000000 ( 4)

157.000000 ( 5)

ALONE; W/OPERATOR \$975.00

575.000000 ( 7)

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0027 20.0 EA/DAY BACKHOE-HEAVY DUTY, HP 95-115  
 DIG DEPTH 17 FT. - 21 FT.

190.000000 ( 1)

400.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

200.000000 ( 3)

180.000000 ( 4)

180.000000 ( 5)

ALONE; W/OPERATOR \$1140.00

740.000000 ( 7)

0028 20.0 EA/DAY TRACKHOE LIGHT DUTY - (TRACK EXCAVATOR)  
 95-100HP: DIG DEPTH 20 FT. - 22 FT.

350.000000 ( 1)

250.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

325.000000 ( 3)

250.000000 ( 4)

350.000000 ( 5)

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\*\*\*\*\*  
 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

\*\* ITEM 0028 CONTINUED \*\*

ALONE; W/OPERATOR \$1140.00

740.000000 ( 7)

0029 20.0 EA/DAY TRACKHOE MEDIUM DUTY, 150-155HP  
 DIG DEPTH 24 FT. - 26 FT.

500.000000 ( 1)

350.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

500.000000 ( 3)

350.000000 ( 4)

450.000000 ( 5)

ALONE; W/OPERATOR \$1340.00

940.000000 ( 7)

0030 20.0 EA/DAY TRACKHOE HEAVY DUTY, 195-200HP  
 DIG DEPTH OVER 26 FT.

600.000000 ( 1)

500.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

575.000000 ( 3)

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 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* \* \* AND DESCRIPTION \* \* PRICE \* PRICE  
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\*\*\* ITEM 0030 CONTINUED \*\*

500.000000 ( 4)

550.000000 ( 5)

ALONE; W/OPERATOR \$2200.00

1,800.000000 ( 7)

0031 100.0 FT. 2 IN. BLANK PVC, 10 FT. SECTIONS

THREADED WITH O-RING SEALS SCH 40 \$1.75

14.750000 ( 1)

15.000000 ( 2)

PER SECTION

13.000000 ( 3)

15.000000 ( 4)

14.800000 ( 5)

4.500000 ( 7)

0032 100.0 FT. 4 IN. BLANK PVC, 10 FT. SECTIONS

THREADED WITH O-RING SEALS SCH 40 \$1.75

37.500000 ( 1)

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\*\*\*\*\*  
 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

\*\* ITEM 0032 CONTINUED \*\*

37.000000 ( 2)

PER SECTION

23.000000 ( 3)

37.000000 ( 4)

37.500000 ( 5)

8.000000 ( 7)

0033 100.0 FT. 2 IN. SCREEN, 10 FT. SECTIONS

THREADED WITH O-RING SEALS SCH 40 \$1.75

27.000000 ( 1)

21.000000 ( 2)

PER/SEC; WELL SCREEN PRICE BASED ON SCHD  
 40 PVC CONST. W/0.010 IN. SLOTTED SCREEN

15.750000 ( 3)

21.000000 ( 4)

27.000000 ( 5)

6.000000 ( 7)

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\*\*\*\*\*  
 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

0034	100.0 FT.		4 IN. SCREEN, 10 FT. SECTIONS		
			THREADED WITH O-RING SEALS SCH 40 \$1.75		
				62.500000	( 1)
				50.000000	( 2)
			PER/SEC; WELL SCREEN PRICE BASED ON SCHD		
			40 PVC CONST. W/0.010 IN. SLOTTED SCREEN		
				39.500000	( 3)
				50.000000	( 4)
				62.500000	( 5)
				10.000000	( 7)

0035	500.0 SACK		FILTER PACK SAND PER 100# SACK		
				9.000000	( 1)
				15.000000	( 2)
				9.750000	( 3)
				7.000000	( 4)
				8.500000	( 5)

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 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL \*  
 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE \*  
 \*\*\*\*\*

\*\* ITEM 0035 CONTINUED \*\*

					17.000000	( 7)
0036	500.0	EA.	BENTONITE PELLETS PER 50# BUCKET.			
					46.750000	( 1)
					30.000000	( 2)
					30.000000	( 3)
					28.000000	( 4)
					27.000000	( 5)
					55.000000	( 7)
0037	500.0	EA.	BENTONITE CHIPS PER 50# SACK			
					8.500000	( 1)
					7.000000	( 2)
					6.500000	( 3)

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\*\*\*\*\*  
 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

\*\* ITEM 0037 CONTINUED \*\*

					7.000000	( 4)
					7.000000	( 5)
					8.500000	( 7)
0038	50.0	EA.	8 IN. WELL VAULT			
					50.000000	( 1)
					45.000000	( 2)
			WELL VAULT COSTS DO NOT INCLUDE INSTALLATION OR ANCILLARY MATERIALS		45.000000	( 3)
					50.000000	( 4)
					50.000000	( 5)
					9.500000	( 7)
0039	50.0	EA.	12 IN. WELL VAULT			
					71.000000	( 1)

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\*\*\*\*\*  
 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL \*  
 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

\*\* ITEM 0039 CONTINUED \*\*

65.000000 ( 2)

WELL VAULT COSTS DO NOT INCLUDE  
 INSTALLATION OR ANCILLARY MATERIALS

62.000000 ( 3)

65.000000 ( 4)

72.500000 ( 5)

115.000000 ( 7)

0040 10000.0 EA. COPIES; EACH/PAGE

N/A (\$0.00)

( 1)

0.100000 ( 2)

-0-

( 3)

0.100000 ( 4)

0.050000 ( 5)

COLOR; B & W .10

0.300000 ( 7)

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 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

0041 500.0 EA. FAX TRANSMISSION; EACH/PAGE

N/A (\$0.00)

( 1)

1.000000 ( 2)

-0-

( 3)

-0-

( 4)

0.100000 ( 5)

0.250000 ( 7)

0042 MILE MILEAGE-

PERSONAL VEHICLE MILEAGE

0.250000 ( 1)

0.670000 ( 2)

0.320000 ( 3)

0.370000 ( 4)

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\*\*\*\*\*  
 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL \*  
 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE \*  
 \*\*\*\*\*

\*\* ITEM 0042 CONTINUED \*\*

					0.320000	( 5)
					0.365000	( 7)
0043	100.0	EA.	PER DIEM/OVERNIGHT			
					65.000000	( 1)
					0.750000	( 2)
					65.000000	( 3)
					75.000000	( 4)
					65.000000	( 5)
					65.000000	( 7)
0044	50.0	BARREL	DISPOSAL OF CONTAMINATED FLUIDS AT LOCAL CERTIFIED FACILITIES FOB DISPOSAL FACILITY.			
					113.000000	( 1)
					135.000000	( 2)

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\*\*\*\*\*  
 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

\*\* ITEM 0044 CONTINUED \*\*

DISPOSAL COSTS BASED ON BARREL BEING EQUIVALENT  
 TO 1-55 GAL. DRUM. DISPOSAL DOESN'T INCLUDE TRANS.  
 OR WASTE PROFILING. WASTE ASSUMED TO BE NON-  
 HAZARDOUS. PETROLEUM CONTAMINATED SOIL 100.000000 ( 3)  
 OR WATER.

115.000000 ( 4)

100.000000 ( 5)

ASSUMPTIONS LANDFILL NEUTRILIZE/STABILIZ  
 OF REGULATED WASTE; 2000/MI ROUND TRIP 56.000000 ( 7)

0045 50.0 BARREL DISPOSAL OF CONTAMINATED SOILS AT  
 LOCAL, DERTIFIED FACILITIES.  
 PER BARREL, FOB DISPOSAL FACILITY

100.000000 ( 1)

135.000000 ( 2)

DISPOSAL COSTS BASED ON BARREL BEING EQUIVALENT  
 TO 1-55 GAL. DRUM. DISPOSAL DOESN'T INCLUDE TRANS.  
 OR WASTE PROFILING. WASTE ASSUMED TO BE NON-  
 HAZARDOUS, PETROLEUM CONTAMINATED SOIL 100.000000 ( 3)  
 OR WATER.

115.000000 ( 4)

100.000000 ( 5)

ASSUMPTIONS-TPH SOIL, 2000/MI ROUND TRIP 220.000000 ( 7)

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\*\*\*\*\*  
 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* \* \* AND DESCRIPTION \* \* PRICE \* PRICE  
 \*\*\*\*\*

0046 100.0 HOUR SITE SURVEYING

80.000000 ( 1)

100.000000 ( 2)

100.000000 ( 3)

50.000000 ( 4)

80.000000 ( 5)

163.000000 ( 7)

0047 50000.0 MILE MOBILIZATION: MILE/VEHICLE WITH  
 MINIMUM MOBILIZATION  
 DRILL RIG (MEDIUM)

1.750000 ( 1)

MINIMUM MOBILIZATION: 50 MILES

2.900000 ( 2)

3.500000 ( 3)

1.500000 ( 4)

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\*\*\*\*\*  
 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

\*\* ITEM 0047 CONTINUED \*\*

1.500000 ( 5)

4.500000 ( 7)

0048 FOOT HOLLOW-STEM AUGER DRILLING SERVICES  
 (2-3 MAN CREW) SMALL TO MEDIUM RIGS  
 (CME 55 OR 75 OR EQUIVALENT)

TO BE INDICATED RATE PER FOOT \_\_\_\_\_  
 BASED ON A 2 IN. MONITOR WELL

14.000000 ( 1)

PER FOOT 12.00

7.000000 ( 2)

FOOTAGE COSTS FOR DRILLING ARE BASED ON ASSUMED  
 ALLUVIAL GEOLOGY CONTAINING MINIMAL COBBLES  
 AND/OR CEMENTED SOIL

14.000000 ( 3)

PER FOOT \$19.50

7.000000 ( 4)

15.000000 ( 5)

25.000000 ( 7)

0049 FOOT HOLLOW-STEM AUGER DRILLING SERVICES:  
 (2-3 MAN CREW) LARGE RIGS (FAILING  
 F-10 OR EQUIVALENT)

TO BE INDICATED RATE PER FOOT \_\_\_\_\_

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 \*\*\*\*\*

\*\* ITEM 0049 CONTINUED \*\*

BASED ON A 4 IN. MONITOR WELL

19.000000 ( 1)

PER FOOT 17.00

9.000000 ( 2)

FOOTAGE COSTS FOR DRILLING ARE BASED ON ASSUMED  
 ALLUVIAL GEOLOGY CONTAINING MINIMAL COBBLES  
 AND/OR CEMENTED SOIL

20.000000 ( 3)

PER FOOT \$26.50

9.000000 ( 4)

19.000000 ( 5)

30.000000 ( 7)

0050 500.0 HOUR AIR ROTARY

155.000000 ( 1)

160.000000 ( 2)

150.000000 ( 3)

150.000000 ( 4)

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 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL \*  
 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE \*  
 \*\*\*\*\*

\*\* ITEM 0050 CONTINUED \*\*

					150.000000	( 5)
					500.000000	( 7)
0051	2000.0 FT.		CORING			
			MATERIALS TO BE CORED-THROUGH ARE SITE SPECIFIC			
					28.000000	( 1)
					180.000000	( 2)
			FOOTAGE COSTS FOR DRILLING ARE BASED ON ASSUMED ALLUVIAL GEOLOGY CONTAINING MINIMAL COBBLES AND/OR CEMENTED SOIL		45.000000	( 3)
					45.000000	( 4)
					21.000000	( 5)
					75.000000	( 7)
0052	50.0 DAY		WATER TRUCK 2 IN. WELL CORING			
					95.000000	( 1)

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\*\*\*\*\*  
 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

\*\* ITEM 0052 CONTINUED \*\*

150.000000 ( 2)

300.000000 ( 3)

145.000000 ( 4)

50.000000 ( 5)

350.000000 ( 7)

0053 50.0 DAY PICKUP TRUCK  
 2 IN. WELL CORING

45.000000 ( 1)

60.000000 ( 2)

70.000000 ( 3)

50.000000 ( 4)

50.000000 ( 5)

100.000000 ( 7)

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 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

0054 50.0 DAY STEAM CLEANER  
 2 IN. WELL CORING

80.000000 ( 1)

100.000000 ( 2)

125.000000 ( 3)

75.000000 ( 4)

80.000000 ( 5)

200.000000 ( 7)

0055 HOURLY STANDBY TIME-  
 TO BE BASED ON STANDARD DRILL CREW TIME

120.000000 ( 1)

140.000000 ( 2)

135.000000 ( 3)

120.000000 ( 4)

120.000000 ( 5)

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 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* \* \* AND DESCRIPTION \* \* PRICE \* PRICE  
 \*\*\*\*\*

\*\* ITEM 0055 CONTINUED \*\*

					360.000000	( 7)
0056	%		SYSTEM SERVICES: REPLACEMENT PARTS;			
			IE;			
			EXTRACTION BLOWER			
			200 CFM _____ % DISCOUNT			
			N/A (0.0%)			( 1)
			10%			( 2)
			0%			( 3)
			AT COST, 5%			( 4)
			AT COST -0%; EXTRACTION BLOWER 200 CFM			( 5)
			0% DISCOUNT			( 7)
			20%			( 7)

0057	PER		LEVEL B PROTECTION SUIT-		114.000000	( 1)
			PER WORKER/PER DAY			
					400.000000	( 2)

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 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

\*\* ITEM 0057 CONTINUED \*\*

LEVEL B PROTECTION INCLUDES ENCAPSULATING SUIT,  
 OVER BOOTS & SUPPLIED AIR/SCBA UNIT. SUIT ITSELF  
 CAN BE PROVIDED FOR \$120.00

380.000000 ( 3)

400.000000 ( 4)

100.000000 ( 5)

243.000000 ( 7)

0058 50.0 EA LOCKING CAP  
 2 IN. DIAMETER

7.500000 ( 1)

14.000000 ( 2)

LOCKING CAPS DO NOT INCLUDE PADLOCKS

13.000000 ( 3)

14.000000 ( 4)

8.000000 ( 5)

20.000000 ( 7)

0059 50.0 EA LOCKING CAP  
 4 IN. DIAMETER

STATE OF NEW MEXICO  
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\*\*\*\*\*  
 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL \*  
 \* \* \* \* \* AND DESCRIPTION \* \* PRICE \* PRICE \*  
 \*\*\*\*\*

\*\* ITEM 0059 CONTINUED \*\*

15.000000 ( 1)

17.000000 ( 2)

LOCKING CAPS DO NOT INCLUDE PADLOCKS

15.000000 ( 3)

17.000000 ( 4)

15.000000 ( 5)

25.000000 ( 7)

0060 25.0 DAY PERISTALTIC PUMP WITH 3/8 IN. TUBING

44.000000 ( 1)

50.000000 ( 2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE  
 CALIBRATION STANDARDS, CONSUMED PARTS  
 (UNLESS SPECIFIED), OR OPERATOR TIME

45.000000 ( 3)

10.000000 ( 4)

50.000000 ( 5)

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 ITEM \* QTY \* UNIT \* ARTICLE \* UNIT \* TOTAL  
 \* \* \* \* \* AND DESCRIPTION \* PRICE \* PRICE  
 \*\*\*\*\*

\*\* ITEM 0060 CONTINUED \*\*

					25.000000	( 7)
0061	100.0	EA	LAB TECHNICIAN (PHYSICAL ANALYSIS)			
					45.000000	( 1)
					35.000000	( 2)
			PER HOUR			
					45.000000	( 3)
					35.000000	( 4)
					40.000000	( 5)
					265.000000	( 7)

\*\*\*\* 61 ITEM(S), 61 AWARDED

LAW OFFICES

HEIDEL, SAMBERSON, NEWELL, COX & MCMAHON

C. GENE SAMBERSON  
MICHAEL T. NEWELL  
LEWIS C. COX, III  
PATRICK B. MCMAHON

311 NORTH FIRST STREET  
POST OFFICE DRAWER 1599  
LOVINGTON, NEW MEXICO 88260  
TELEPHONE (505) 396-5303  
FAX (505) 396-5305

F.L. HEIDEL  
(1913-1985)

GW-0037

TELECOPY TRANSMITTAL SHEET

CONFIDENTIALITY NOTE

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED BELOW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS SET FORTH ABOVE VIA THE UNITED STATES POSTAL SERVICE.

\*\*\*\*\*

DATE: April 27, 2005

TIME: 1:42pm

To: Ed Martin  
NMOCD

(505) 476-3462

Re: Araho Remediation Project/Lovington, New Mexico

YOU SHOULD RECEIVE 9 PAGE(S) OF COPY, INCLUDING THIS COVER PAGE. PLEASE NOTIFY US IMMEDIATELY AT (505) 396-5303 IF NOT RECEIVED PROPERLY.

- FOR YOUR INFORMATION/RECORDS
- AS WAS DISCUSSED
- FOR YOUR REVIEW
- PER YOUR REQUEST
- FOR YOUR COMMENTS
- PLEASE CALL ABOUT THIS

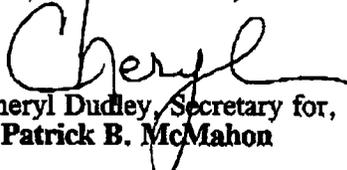
If you have any questions, please do not hesitate to call.

IF CHECKED ORIGINAL WILL BE FORWARDED TO YOU BY:

FEDERAL EXPRESS  REGULAR MAIL

THANK YOU,

HEIDEL, SAMBERSON, NEWELL, COX & MCMAHON

By:  Cheryl Dudley, Secretary for,  
Patrick B. McMahon

*LAW OFFICES***HEIDEL, SAMBERSON, NEWELL, COX & McMAHON**

C. GENÉ SAMBERSON  
MICHAEL T. NEWELL  
LEWIS C. COX, III  
PATRICK B. McMAHON

311 NORTH FIRST STREET  
POST OFFICE DRAWER 1599  
LOVINGTON, NM 88260  
TELEPHONE (505) 396-5303  
FAX (505) 396-5305

F.L. HEIDEL  
(1913-1985)

April 27, 2005

**VIA FACSIMILE**

Ed Martin  
NMOCD  
P.O. Box 6429  
Santa Fe, NM 87505

**Re: Araho Remediation Project/Lovington, New Mexico**

Dear Mr. Martin,

On this date I met with a representative from Intera regarding the above-referenced remediation project. He indicated that you are the OCD representative handling this project.

It is my understanding that part of the remediation efforts include bringing backfill material to the Araho site and that the backfill material will be sampled prior to its use at Araho.

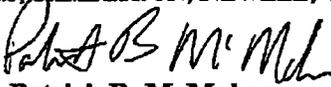
Enclosed please find a copy of the Temporary Grant of Easement to EMNRD and OCD regarding this project. Please note that OCD has a 48-hour notice requirement. The City requires that you provide it with appropriate notice of all activities at the site, as well as the sampling event for the backfill material. In addition, the Temporary Grant of Easement requires that backfill material "...shall be not unlike background soils." Attached is a copy of the analytical result for a background soil sample taken just outside the Araho site.

If you have any questions, please do not hesitate to call.

Sincerely,

**HEIDEL, SAMBERSON, NEWELL, COX & McMAHON**

By:

  
Patrick B. McMahon

Letter to Ed Martin  
NMOCD  
*Araho Remediation Project/Lovington, New Mexico*  
April 27, 2005  
Page two.

PBM:cd  
Enclosures  
pc: Pat Wise, City Manager

August 13, 2003

Heidel, Samberson, Newell, Cox & McMahon  
ATTN: Patrick McMahon  
P.O. Drawer 1599  
311 North First  
Lovington, NM 88260

RE: City of Lovington

Mr. McMahon:

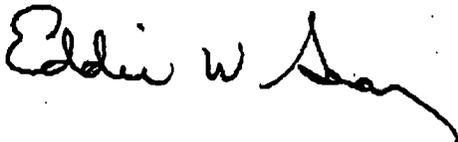
As requested, I have taken a background sample of soil on the City of Lovington property South of Lovington. The sample was taken at a 6 inch depth, and the sampling site marked with an orange flag and GPS. The GPS reading is:

32°	51'	43"	N
103°	18'	07"	W

Also, the legal location is Unit I, Section 1, Township 17 S., Range 36 E. Maps are provided for both and photos.

If you have any questions, please call.

Sincerely,



Eddie W. Scay, CEI, CBS  
601 W. Illinois  
Hobbs, NM 88242  
(505)392-2236



45425

**TEMPORARY GRANT OF EASEMENT**

CITY OF LOVINGTON, P.O. Box 1269, Lovington, New Mexico, 88260 (hereinafter referred to as "City"), for consideration, grant to the NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES (hereinafter referred to as "EMNRD") and its OIL CONSERVATION DIVISION (hereinafter referred to as "Division"), their agents, employees and contractors, a temporary and limited easement in, to, upon and over all that portion of the following described real estate in Lea County, New Mexico, together with reasonable access thereto:

**SURFACE ACCESS ONLY:**

A tract of land containing 1 acre, more or less, and being a certain part of the southeast quarter (SE/4) of Section 1, Township 17 South (T. 17 S.), Range 36 East (R. 36 E.), N.M.P.M., Lea County, New Mexico, being more particularly described as follows:

Beginning at a point, the Northeast corner of this tract, from which the Southeast corner of the said Section 1 bears North 89°51' East, a distance of 461.4 feet, and South, a distance of 2291 feet; thence, South 89°51' West, a distance of 208.71 feet to the Northwest corner of this tract; thence, South, a distance of 208.71 feet to the Southwest corner of this tract; thence, North 89°51' East, a distance of 208.71 feet to the Southeast corner of this tract; thence, North, a distance of 208.71 feet to the point of beginning.

Subject to reservations, restrictions and easements appearing of record.

Access to said tract shall be by the route identified in Exhibit "A" attached here to and incorporated by reference.

Said easement is given for the purpose of conducting an investigation and remediation of contamination believed to exist at the site of the abandoned Araho, Inc. injection well facility located on the property described herein, which investigation may include drilling, constructing and maintaining upon the Property a monitor well or wells with which the Oil Conservation Division will use to assess and monitor contaminants believed to exist below the surface, routine visits to the Property, ingress and egress to the Property, sampling and inspecting the aforementioned monitor wells following initial construction, excavation of the property to investigate the nature and extent of contaminants believed to exist, excavation of the Property to remove any contamination found, and other activities inherent in the aforesaid investigation and remediation. Said easement shall terminate two years from the date signed unless terminated sooner by the Division's filing of a notice that it has concluded its investigation and remediation activities at the site. The City agrees not to unreasonably withhold an extension of this Easement if the Division files a notice that it has not concluded its investigation and remediation activities at the site.





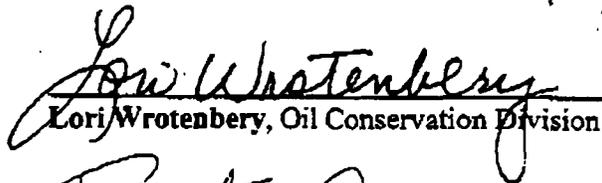
**Exhibit B****ADDENDUM**

The following term and conditions are made part of the Temporary Grant of Easement and are set forth for the purpose of protecting the City of Lovington's interests in this matter.

1. Regarding real property owned by the City, the Division will conduct no activity off of the Property without the express written consent of City.
2. The Division will not landfarm contaminated soil on the Property.
3. All activity undertaken by the Division will be at its own expense.
4. The Division will give the City 48 hours notice of all activities to be conducted on the Property.
5. Select City personnel and its agent(s) shall have unrestricted access to the Property, considering reasonable health and safety rules set forth by the Division.
6. The Division will contemporaneously copy all correspondence, reports, sampling results, and the like to the City.
7. Any fill material brought onto the Property by Division shall be not unlike background soils.
8. For the purposes set forth in the Easement, the Division agrees that Navajo Refining Company, including any parent or subsidiary, is not an agent, employee or contractor of the Division.
9. The Easement, Exhibit "A" and this Addendum are binding upon the Division, its agents, employees, and contractors and the Division agrees to provide each with a copy of same.

WITNESS my hand and seal this 2 day of September, 2003.

By:

  
Lori Wrotenbery, Oil Conservation Division Director

By:

  
Robert Castillo, Administrative Services Division Director

TRANSACTION REPORT

P. 01

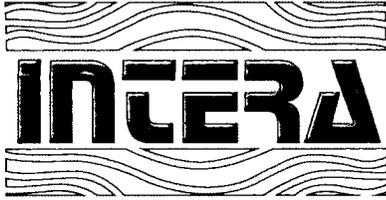
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**INTERA Inc.**  
One Park Square  
6501 Americas Parkway NE  
Suite 820  
Albuquerque, NM 87110  
Telephone: 505 246 1600  
Fax: 505 246 2600

RECEIVED

November 8, 2004

NOV 10 2004

OIL CONSERVATION  
DIVISION

PROJECT #2

Mr. Edwin E. Martin  
Project Manager  
New Mexico Oil Conservation Division  
1220 South Saint Francis Drive  
Santa Fe, NM 87505

- **RE: Phase II Remediation – Revised Soil Remediation Costs, Araho, Inc. Former Injection Well Disposal Facility Drilling and Well Installation, Lovington, Lea County, New Mexico**

Dear Mr. Martin,

INTERA Inc. appreciates the continued opportunity to work with the New Mexico Oil Conservation Division (OCD). INTERA is performing services at the Araho site under the State of New Mexico General Services Department Purchasing Division Contract No. 40-805-09-18283.

Based on the results of the first phase of the Phase II Soil Remediation (drilling of six soil borings and the installation of three monitoring wells at the Araho Site) INTERA has developed the attached revised cost estimate to address petroleum and chloride-contaminated soils. As we discussed in our conference call, the INTERA soil sampling conducted at the Araho site during the soil boring and monitoring well installation have indicated that soils are contaminated at depths greater than four-feet across the Araho site. Our field results were included in Figures 3, 4, 5, and 6 (transmitted to you previously), which illustrates this conclusion. As outlined in our Scope of Work dated May 28, 2004, INTERA stated that costs may need to be revised if the drilling activities indicate that "actual site conditions may dictate that soil excavations may be greater than these proposed depths, in which case an amendment to the INTERA cost estimate will be required." The revised cost estimate is enclosed to this letter and is based on the following assumptions.

#### Assumptions

- The NMOCD will grant access to the property and INTERA need not obtain or generate any access agreements.
- INTERA will contact One-Call (New Mexico underground utility locating service) prior to the excavation work. INTERA contacted One-Call prior to the soil boring and monitoring well installation portion of the project and determined that buried utilities are not located within the site boundaries.
- INTERA will provide daily email progress reports with photos and weekly summaries to the NMOCD Procurement Manager, Mr. Edwin E. Martin.



New Mexico Oil Conservation Division

Mr. Edward E. Martin

November 8, 2004

Page 2 of 4

- INTERA will utilize EnviroWorks, LLC of Albuquerque, New Mexico as the environmental services subcontractor to perform the soil excavation, backfill placement, and clay cap construction. INTERA assumes that the EnviroWorks equipment outlined in the attached cost estimate will all that is required to complete the remediation work. Additional or alternate remediation equipment may result in a change in costs.
- INTERA will excavate the area shown in the attached Figure 1 to a depth of 10-feet below ground surface (bgs). This material will be transported from the site and disposed of as petroleum and/or chloride contaminated soil. INTERA proposes that Gandy Marley, Inc. be utilized for soil disposal. The Gandy Marley facility will also be the source of the clean backfill and clay cap material to be used at the Araho site.
- INTERA assumes that 17,000 cubic yards of contaminated soil will be transported from the Site for disposal. INTERA assumes that 30% (5,100 cubic yards) of the removed contaminated soil can be disposed of by landfarming and that 70% (11,900 cubic yards) of the removed contaminated soil can be disposed of by landfilling.
- INTERA assumes that the soil remediation portion of this project will take a period of 24 days (240 on-site hours) INTERA assumes three mobilizations to the Site, at the beginning each second week. INTERA assumes each round trip to and from the Site and Albuquerque is 1,200 miles.
- If INTERA determines that the excavation area needs to be expanded to accommodate more contaminated soil, OCD will be notified with this information. If the excavation area is expanded, this will result in an increase in costs for disposal, transportation, and backfill. The excavation area will not be expanded unless a written cost amendment is approved by Mr. Ed Martin, OCD Project Manager.
- Clean fill will be transported to the Site and the excavation will be backfilled. Soil will be placed in lifts and adequate compaction completed until the excavation is filled and brought to current grade.
- Clean fill will be placed in one-foot lifts and mechanically compacted. Compaction will be compacted to a minimum of 95% using a standard site proctor, and tested on site using a nuclear density gauge.
- INTERA assumes that 17,000 cubic yards of clean fill will be required to backfill the excavation. Clean fill will be backhauled from the surface waste management facility to help decrease trucking charges.
- INTERA will oversee the environmental services contractor's backfilling and compacting of the excavation with clean fill that is not unlike the background soils adjacent to the Araho Site. The OCD will take independent soil samples for comparison with background at the Araho site. The OCD will compare total petroleum hydrocarbons (TPH), benzene, toluene, ethyl benzene, and total xylenes (BTEX), general chemistry, and Resource Conservation and Recovery Act (RCRA) metals of the backfill soils with Araho site soils.
- INTERA assumes that the backfill material will be approved by NMOCD and that another source of backfill material other than the one recommended by the selected environmental



New Mexico Oil Conservation Division

Mr. Edward E. Martin

November 8, 2004

Page 3 of 4

services contractor will not be needed. A change in the source of the backfill material will result in a change of costs.

- INTERA assumes that the backfill material can be placed in one-foot lifts and that the backfill will be required to reach 95% compaction. The soil proctor and compaction testing will be provided by the selected environmental services firm as part of the charges for the placement of the backfill material.
- Originally INTERA proposed to conduct confirmation soil sampling (when the proposed excavation depth was 3-feet bgs). Confirmation soil sampling will no longer be conducted. Because the excavation depth will be 10-feet bgs, because excavating any deeper will not be possible with the equipment at the Araho site, and because a clay cap will be constructed over excavated areas at the Araho site, confirmation soil sampling will no longer be conducted. Instead, INTERA will sample soil collected from the nine test pits (test pit locations shown on Figure 1).
- INTERA will dig nine test pits and sample the subsurface soil at a depth of 10-feet bgs. The locations of the proposed test pits are shown in Figure 1. These soil samples will be analyzed in the field for chloride using a chloride field test kit and screened for volatile petroleum hydrocarbons using a photoionization detector (PID). The sampling results will be used to determine if the horizontal extent of the proposed excavation area is adequate to remove the contaminated soil at the Site.
- All test pit locations will be documented using a hand-held GPS receiver and will be provided in the coordinate system specified by the NMOCD Project Manager. The GPS locations will be used to document test pit locations on the final site figures, to be included in the final report.
- The chloride results of the test pit samples will be documented in the site log book and included in the final report.
- A clay cover cap will be constructed over the excavated areas at the Site. The clay cap will be constructed to a final thickness of one foot and to a compaction density of  $10^{-7}$ . The boundaries of the cover cap are assumed to be within one lateral foot of the edge of the currently proposed excavation boundaries. Additional excavation and/or predictive modeling may cause the extent of the clay cover cap to change. OCD will be notified in the event this happens.
- INTERA assumes that the clay cap construction work will take a period of 10 days. INTERA assumes one 1,200 mile mobilization to the Araho site.
- INTERA assumes that the professional engineering firm used to design the clay cover cap and the field oversight of the clay cap construction will be Zia Engineering and Environmental Services, Inc. of Las Cruces, New Mexico.
- INTERA will submit invoices monthly once the remediation work begins. Terms of payment will be in accordance with INTERA's New Mexico GSD Contract No. 40-805-09-18283.



New Mexico Oil Conservation Division  
Mr. Edward E. Martin  
November 8, 2004  
Page 4 of 4

- INTERA will submit the final report to the NMOCD Procurement Manager within 60 days of completion of the remediation work. The final report will include a discussion of all activities conducted at the Site and a photographic log.

If you have any questions regarding the enclosed documentation, please do not hesitate to contact us at (505) 246-1600. Thank you very much for your time and consideration.

Sincerely,  
**INTERA Inc.**

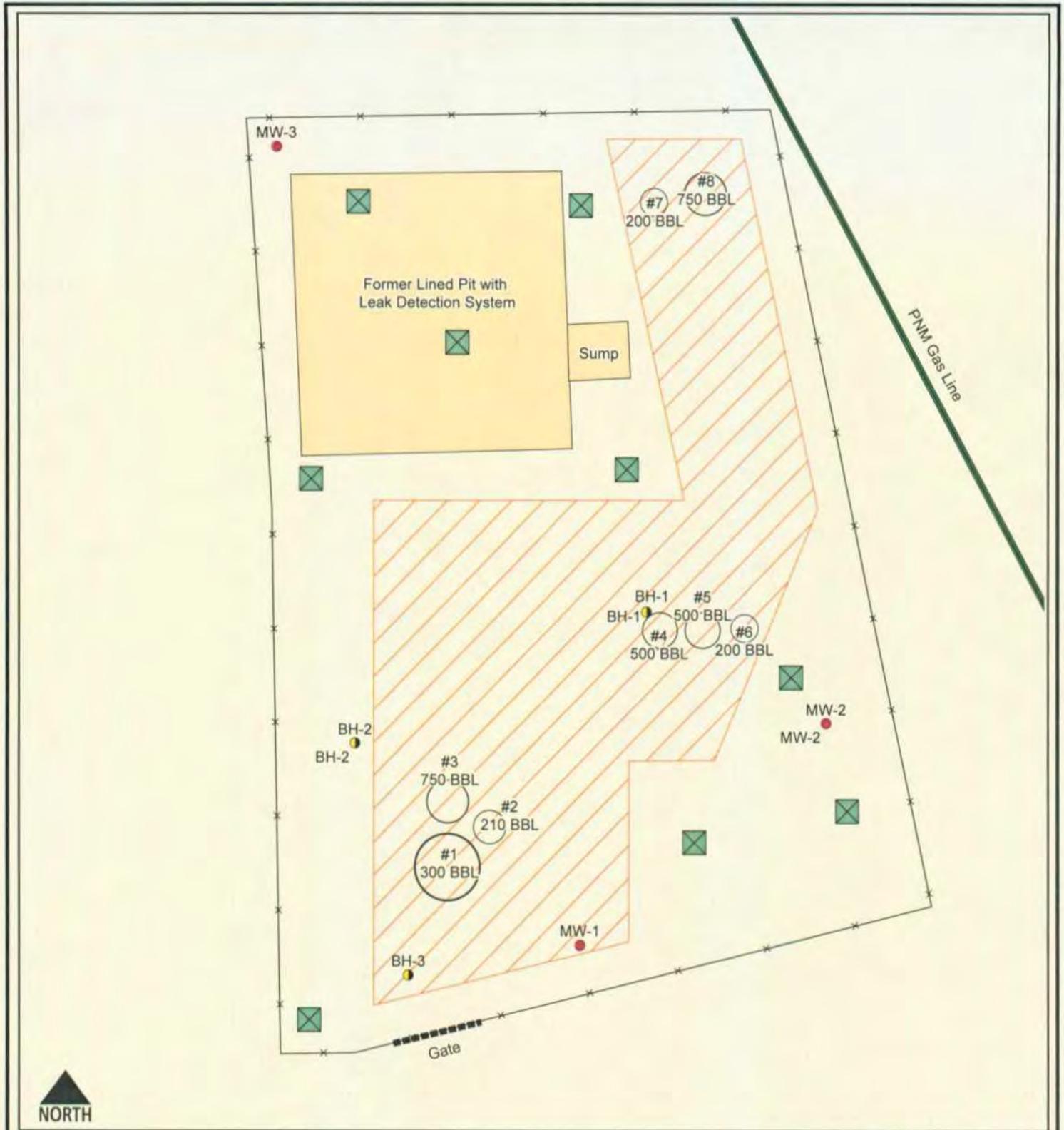
A handwritten signature in black ink, appearing to read "J. Tracy".

Joseph J. Tracy  
Project Manager

A handwritten signature in black ink, appearing to read "Stacy Sabol".

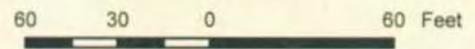
Stacy Sabol  
Sector Manager

Enclosures:    1) Figure 1  
                  2) Cost Estimate



Notes: Map developed from NMOCD sketch and INTERA field observations/GPS coordinates. All objects are approximate size and/or location.

Approximate Scale



**Legend**

- Former AST
- Monitoring Well Location
- Proposed Test Pit
- Soil Boring Location
- Former Pit/Sump
- Fence
- Proposed Excavation Area

**Site Excavation Area**

Phase II Remediation Araho, Inc.,  
Former Injection Well Disposal Facility  
Lea County, New Mexico

Date: 11/08/04

Figure 1



State of New Mexico  
Oil Conservation Division  
Phase II Investigation and Remediation  
Araho, Inc.  
Former Injection Well Disposal Facility,  
Lea County, New Mexico  
Revised Cost Estimate  
November 5, 2004

Task 4. Field Investigation: Soil Remediation					
Professional Services	Contract Line		Unit	# of Units	Total
	Item	Rate			
Principal	0001	115.00	hour	28	\$ 3,220.00
Senior Scientist/Engineer	0002	80.00	hour	54	\$ 4,320.00
Project Scientist/Engineer	0003	60.00	hour	262	\$ 15,720.00
Draftsperson II (Figures, Cross Sections)	0007	55.00	hour	12	\$ 660.00
Hourly Secretary	0010	30.00	hour	24	\$ 720.00
<b>Subtotal Professional Labor</b>					<b>\$ 24,640.00</b>
Expenses	Contract Line		Unit	# of Units	Total
	Item	Rate			
Project Manager - Env. Services Contractor	0003	70.00	hour	240	\$ 16,800.00
Field Technician II - Env. Services Contractor	0005	57.00	hour	240	\$ 13,680.00
Field Technician I - Env. Services Contractor	0006	47.00	hour	600	\$ 28,200.00
Trackhoe - Heavy Duty	0030	575.00	day	18	\$ 10,350.00
Personal Vehicle Mileage - Env. Services Contractor	0042	0.32	mile	3600	\$ 1,152.00
Per Diem - Env. Services Contractor	0043	65.00	day	72	\$ 4,680.00
Mobilization of Equipment	0047	3.50	mile	600	\$ 2,100.00
Water Truck	0052	350.00	day	19	\$ 6,650.00
Pick-Up Truck - Env. Services Contractor	0053	70.00	day	24	\$ 1,680.00
Disposal of Contaminated Solids/Soils	N/A	14.00	yard	17000	\$ 238,000.00
Transportation of Contaminated Soils	N/A	11.00	yard	17000	\$ 187,000.00
Clean Soil for Backfill	N/A	1.00	yard	17000	\$ 17,000.00
DS Dozer	N/A	450.00	day	18	\$ 8,100.00
950 Loader	N/A	500.00	day	24	\$ 12,000.00
84" Padfoot (Sheep's-Foot) Roller	N/A	200.00	day	19	\$ 3,800.00
Fuel for Equipment/Trucks - Env. Services Contractor	N/A	400.00	day	12	\$ 4,800.00
OVM PID/FID	0021	20.00	day	8	\$ 160.00
Pick-Up Truck (INTERA)	0053	70.00	day	24	\$ 1,680.00
Per Diem - INTERA	0043	65.00	day	24	\$ 1,560.00
Field Titration Kit (chloride only)	N/A	278.00	each	3	\$ 834.00
<b>Subtotal Expenses</b>					<b>\$ 560,226.00</b>
<b>SUBTOTAL TASK 4:</b>					<b>\$ 584,866.00</b>
<b>NMGRT @ 6.0625%</b>					<b>\$ 35,457.50</b>
<b>GRAND TOTAL TASK 4:</b>					<b>\$ 620,323.50</b>
Task 4A. Construction of a Clay Cap					
Professional Services	Contract Line		Unit	# of Units	Total
	Item	Rate			
Principal	0001	115.00	hour	4	\$ 460.00
Senior Scientist/Engineer	0002	80.00	hour	40	\$ 3,200.00
Project Scientist/Engineer	0003	60.00	hour	80	\$ 4,800.00
Hourly Secretary	0010	30.00	hour	4	\$ 120.00
<b>Subtotal Professional Labor</b>					<b>\$ 8,580.00</b>
Expenses	Contract Line		Unit	# of Units	Total
	Item	Rate			
Professional Engineer - ZIA	0001	115.00	hour	46	\$ 5,290.00
Senior Scientist/Engineer - ZIA	0002	80.00	hour	16	\$ 1,280.00
Project Scientist/Engineer - ZIA	0003	60.00	hour	74	\$ 4,440.00
Hourly Secretary - ZIA	0010	30.00	hour	14	\$ 420.00
Draftsperson II (Figures, Cross Sections)- ZIA	0007	55.00	hour	16	\$ 880.00
Project Manager - Env. Services Contractor	0003	70.00	hour	100	\$ 7,000.00
Field Technician II - Env. Services Contractor	0005	57.00	hour	100	\$ 5,700.00
Field Technician I - Env. Services Contractor	0006	47.00	hour	200	\$ 9,400.00
Personal Vehicle Mileage - Env. Services Contractor	0042	0.32	mile	1200	\$ 384.00
Per Diem - Env. Services Contractor	0043	65.00	day	20	\$ 1,300.00
Water Truck	0052	350.00	day	10	\$ 3,500.00
Pick-Up Truck - Env. Services Contractor	0053	70.00	day	20	\$ 1,400.00
Clay Cap Material	N/A	5.00	yard	1900	\$ 9,500.00
Transportation of Clay Cap Material	N/A	9.00	yard	1900	\$ 17,100.00
Density Testing	N/A	90.00	each	10	\$ 900.00
950 Loader	N/A	500.00	day	10	\$ 5,000.00
84" Padfoot (Sheep's-Foot) Roller	N/A	200.00	day	10	\$ 2,000.00
Fuel for Equipment/Trucks - Env. Services Contractor	N/A	400.00	day	10	\$ 4,000.00
Pick-Up Truck (INTERA)	0053	70.00	day	10	\$ 700.00
Per Diem - INTERA	0043	65.00	day	10	\$ 650.00
<b>Subtotal Expenses</b>					<b>\$ 80,844.00</b>
<b>SUBTOTAL TASK 4A:</b>					<b>\$ 89,424.00</b>
<b>NMGRT @ 6.0625%</b>					<b>\$ 5,421.33</b>
<b>GRAND TOTAL TASK 4A:</b>					<b>\$ 94,845.33</b>

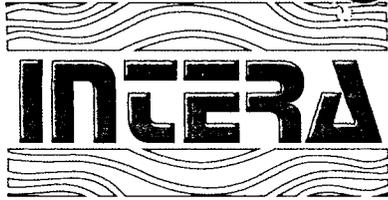
State of New Mexico  
Oil Conservation Division  
Phase II Investigation and Remediation  
Araho, Inc.  
Former Injection Well Disposal Facility,  
Lea County, New Mexico  
Revised Cost Estimate  
November 5, 2004

Task 5. Preparation of a Final Report					
Professional Services	Contract Line		Unit	# of Units	Total
	Item	Rate			
Principal	0001	115.00	hour	8	\$ 920.00
Senior Scientist/Engineer	0002	80.00	hour	48	\$ 3,840.00
Staff Scientist/Engineer	0004	60.00	hour	24	\$ 1,440.00
Field Technician II	0005	57.00	hour	24	\$ 1,368.00
Draftsperson II (Figures, Cross Sections)	0007	55.00	hour	24	\$ 1,320.00
Administrator (Technical Editor)	0009	55.00	hour	8	\$ 440.00
<b>Subtotal Professional Labor</b>					<b>\$ 9,328.00</b>
<b>SUBTOTAL TASK 5:</b>					<b>\$ 9,328.00</b>
<b>NMGRT @ 6.0625%</b>					<b>\$ 565.51</b>
<b>GRAND TOTAL TASK 5:</b>					<b>\$ 9,893.51</b>
<b>PROJECT GRAND TOTAL:</b>					<b>\$ 725,062.34</b>

Notes:

NMGRT = New Mexico Gross Receipts Tax

Sample analytical costs are not included in this cost estimate. All INTERA costs will be invoiced on a time and materials basis; therefore a reduction of time or materials taken to complete the project results in a reduction of the final costs of the project.



**INTERA Inc.**  
One Park Square  
6501 Americas Parkway NE  
Suite 820  
Albuquerque, NM 87110  
Telephone: 505 246 1600  
Fax: 505 246 2600

September 16, 2004

RECEIVED

SEP 21 2004

Mr. Edwin E. Martin  
Project Manager  
New Mexico Oil Conservation Division  
1220 South Saint Francis Drive  
Santa Fe, NM 87505

OIL CONSERVATION  
DIVISION

GW-037

- **RE: Phase II Remediation – Result of Drilling Activities, Araho, Inc. Former Injection Well Disposal Facility Drilling and Well Installation, Lovington, Lea County, New Mexico**

Dear Mr. Martin,

INTERA Inc. appreciates the continued opportunity to work with the New Mexico Oil Conservation Division. We have completed the first phase of the Phase II Soil Remediation – drilling of six soil borings and the installation of three monitoring wells. Enclosed are contour maps which show the chloride concentrations in soil up to a depth of 20-feet at the Site. Along with the contour maps included is a cross-section which outlines the chloride concentrations in soil to the total depth of each soil boring/monitoring well. You will notice that chloride concentrations are much more extensive than originally proposed and that the proposed soil remediation excavation depth of 3-feet at the Site will not remove a majority of the chloride source area at the Site. Also enclosed are the soil boring logs/monitoring well construction diagrams and the ground water monitoring well sample analytical results.

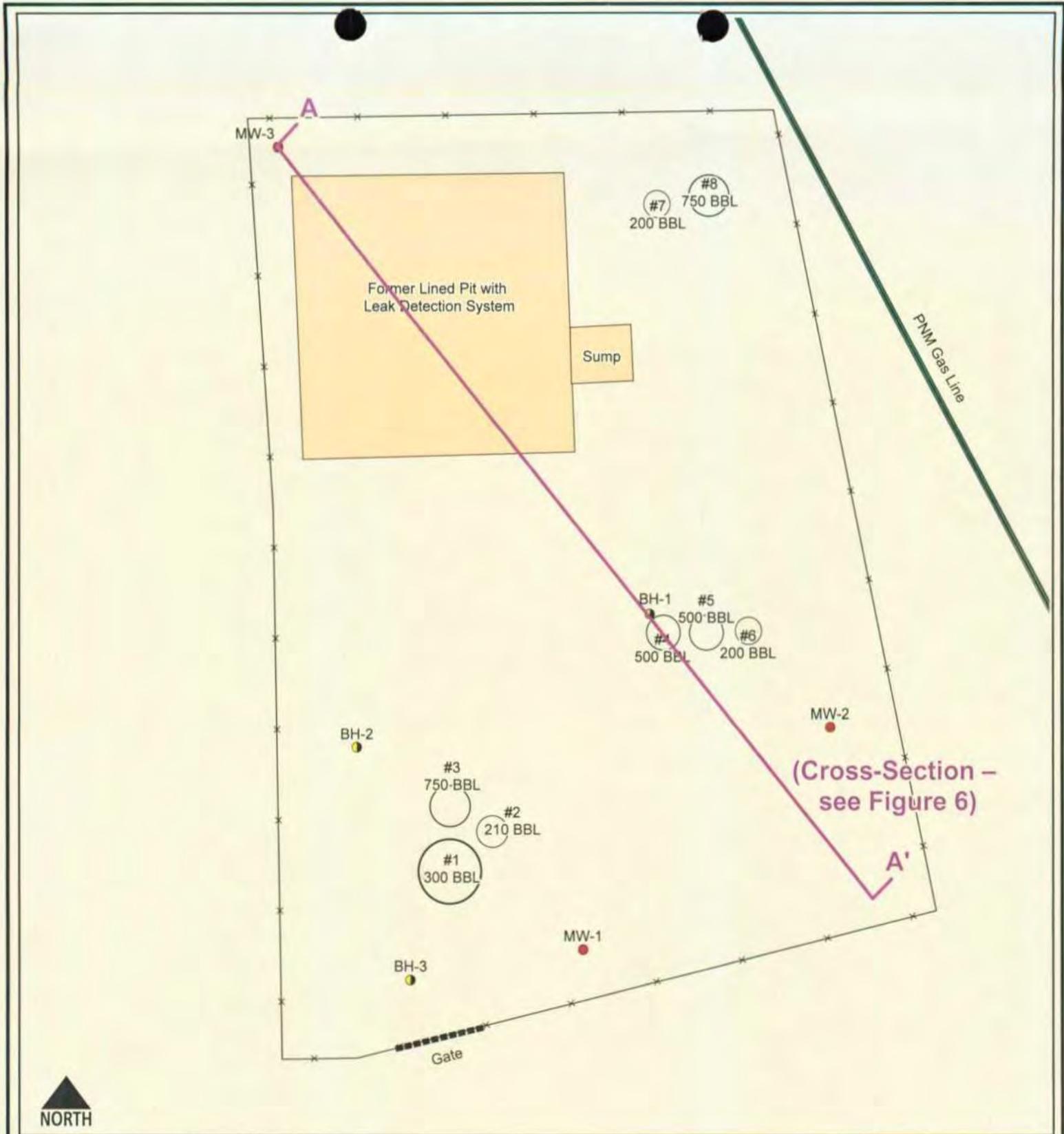
Based on our conference call today, INTERA will provide you with revised costs to increase the soil excavation depth to 10-feet at the Site as well as include costs for an engineered clay cap to cover the soil remediation area. INTERA will forward the preliminary cost estimate to you shortly.

If you have any questions regarding the enclosed documentation, please do not hesitate to contact me at (505) 246-1600 ext. 219. A final report will be prepared once the soil remediation work is completed that will include a discussion of the drilling/well installation activities.

Sincerely,  
**INTERA Inc.**

Joseph J. Tracy  
Project Manager

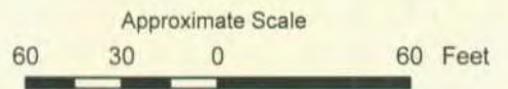
Enclosures: contour maps, chloride in soil cross-section, soil boring logs/monitoring well construction diagrams, ground water sample analytical results



(Cross-Section – see Figure 6)



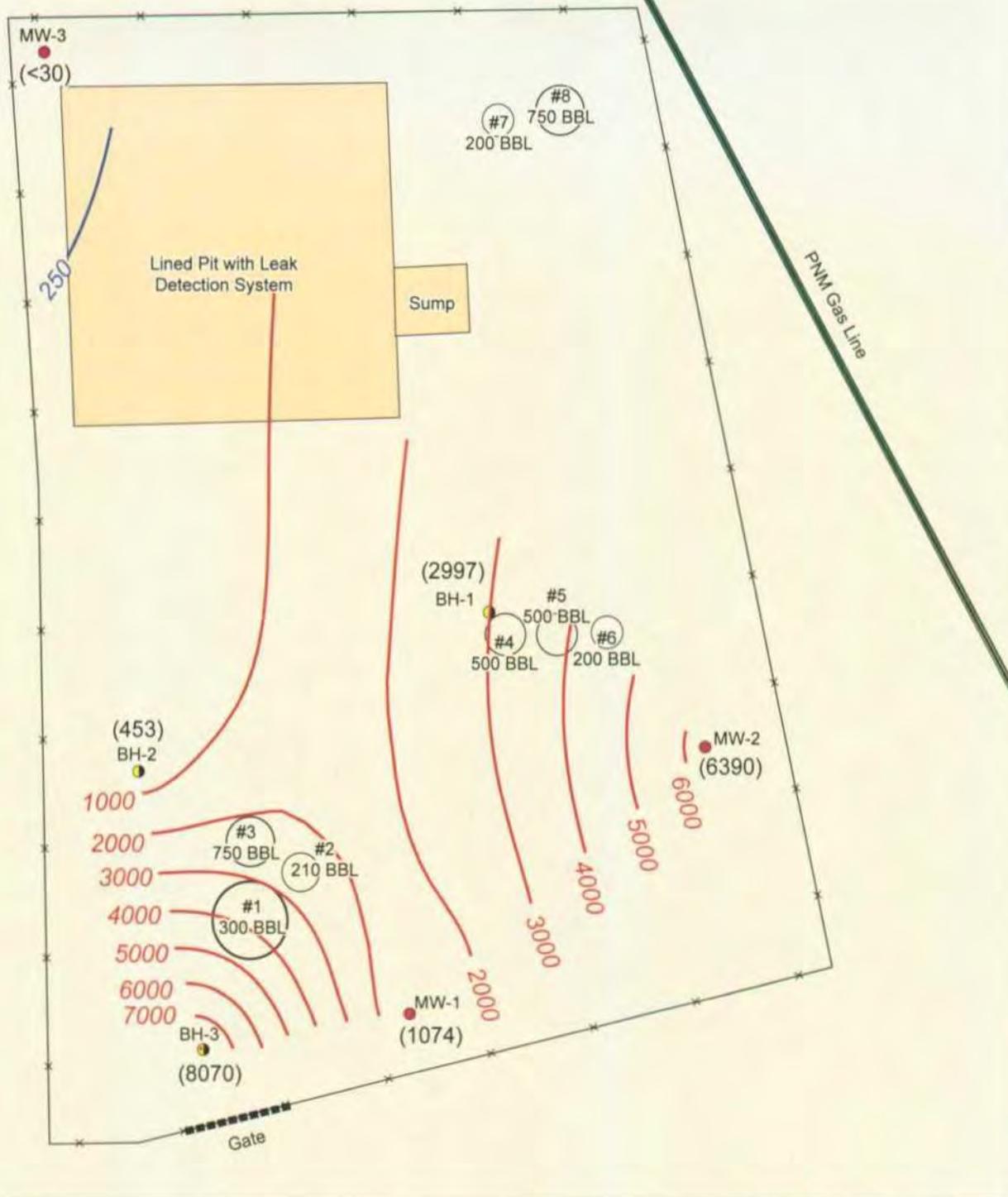
Notes: Map developed from NMOCD sketch and INTERA field observations/GPS coordinates. All objects are approximate size and/or location.



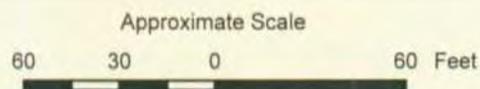
Legend	
	Former AST
	Former Pit/Sump
	Fence
	Monitoring Well Location
	Soil Boring Location

Site Plan	
Phase I Investigation and Remediation Araho, Inc., Former Injection Well Disposal Facility Lea County, New Mexico	
Date: 09/16/04	Figure 1





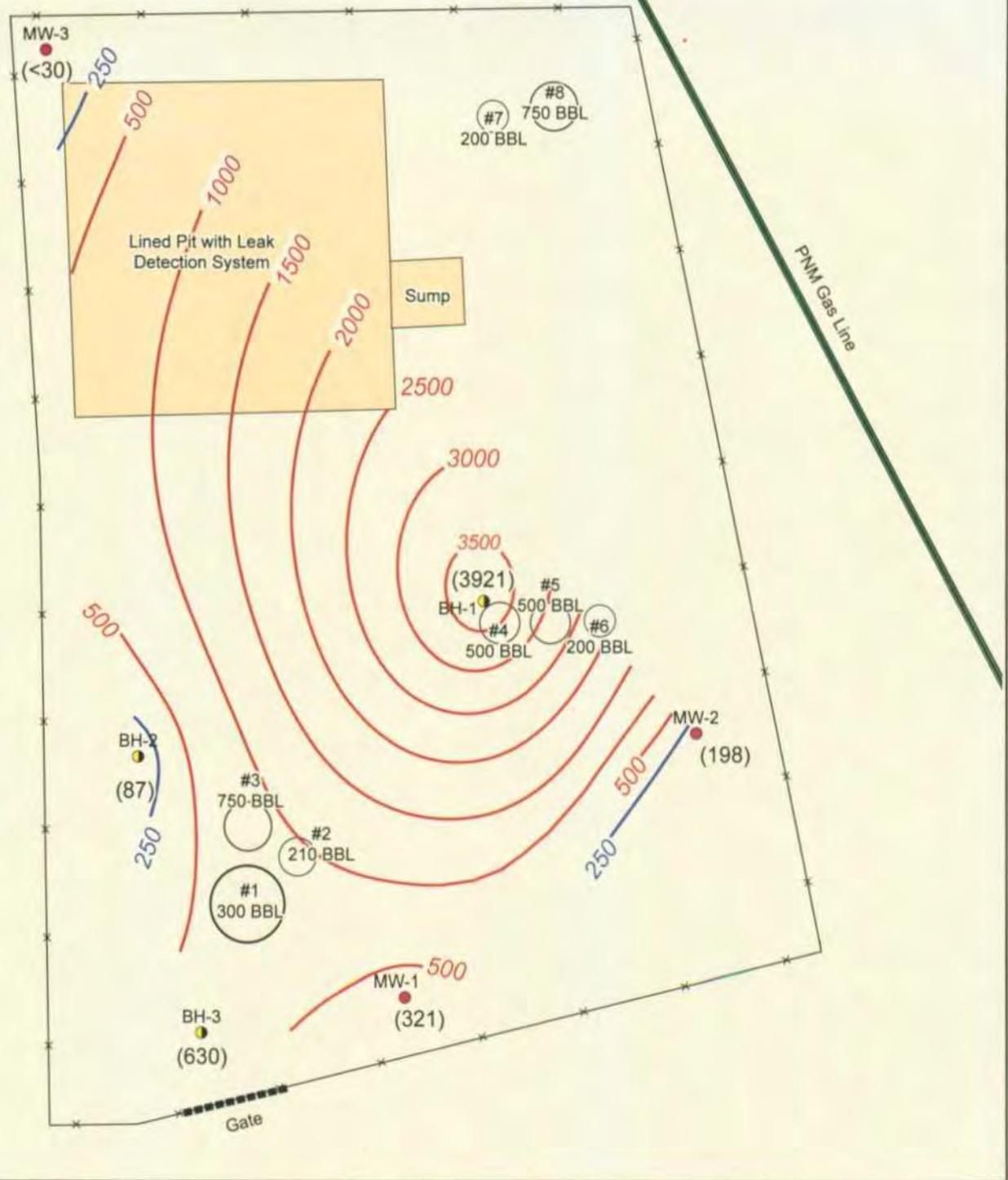
Notes: Map developed from NMOCD sketch and INTERA field observations/GPS coordinates. All objects are approximate size and/or location.



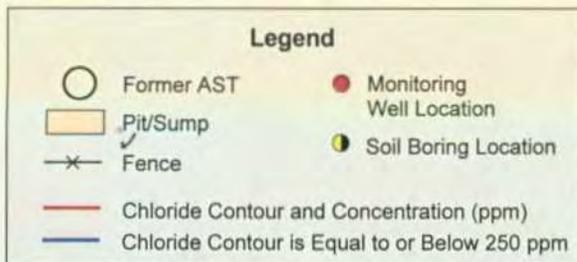
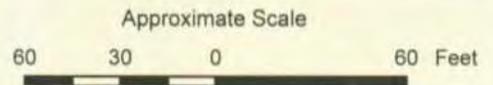
Legend	
	Former AST
	Pit/Sump
	Fence
	Chloride Contour and Concentration (ppm)
	Chloride Contour is Equal to or Below 250 ppm
	Monitoring Well Location
	Soil Boring Location

Chloride Concentration in Soil Contour Map – Depth is 5 Feet	
Phase II Investigation and Remediation Araho, Inc., Former Injection Well Disposal Facility Lea County, New Mexico	
Date: 09/13/04	Figure 2



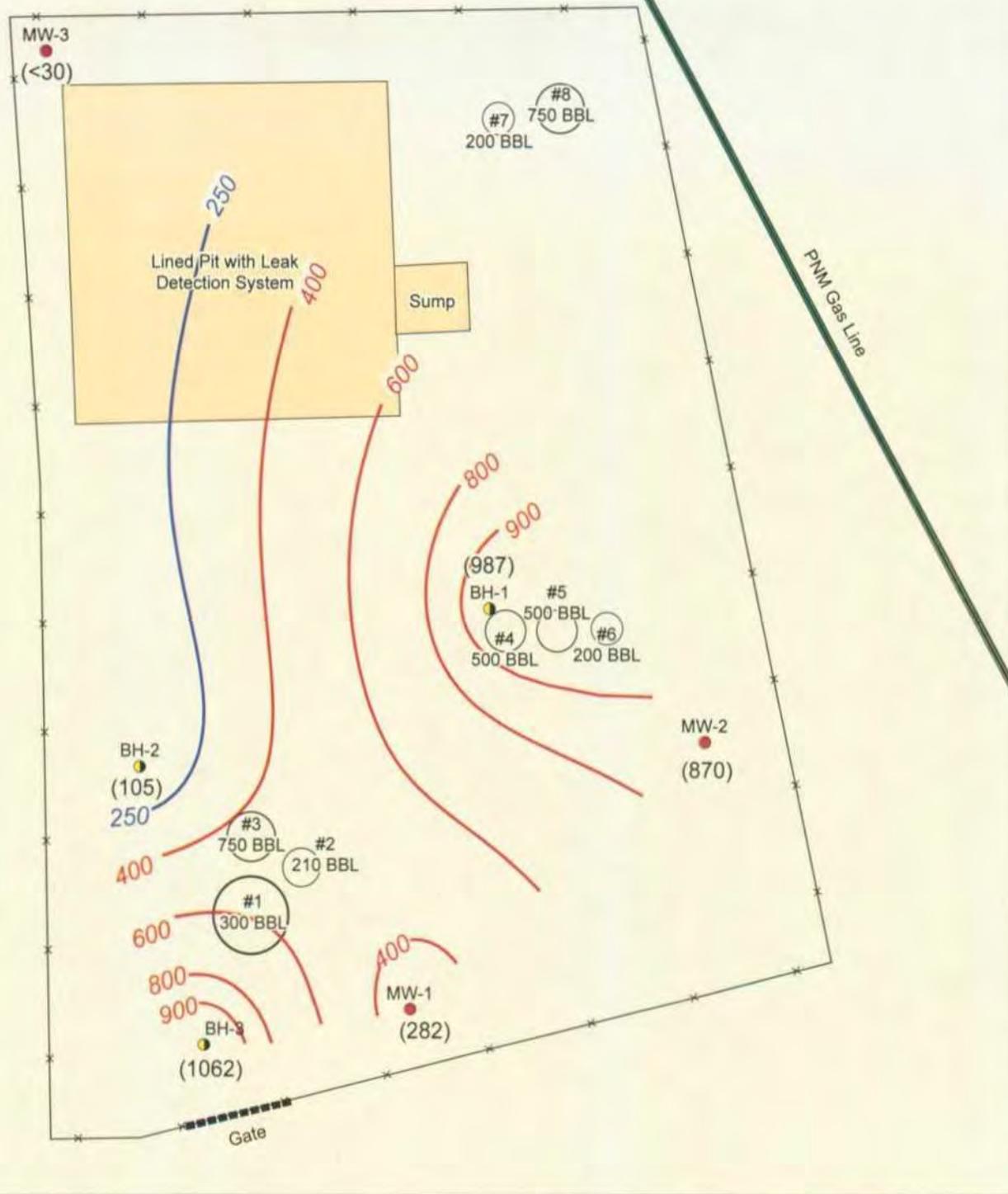


Notes: Map developed from NMOCD sketch and INTERA field observations/GPS coordinates. All objects are approximate size and/or location.

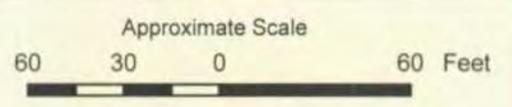


Chloride Concentration in Soil Contour Map - Depth is 10 Feet	
Phase II Investigation and Remediation Araho, Inc., Former Injection Well Disposal Facility Lea County, New Mexico	
Date: 09/13/04	Figure 3





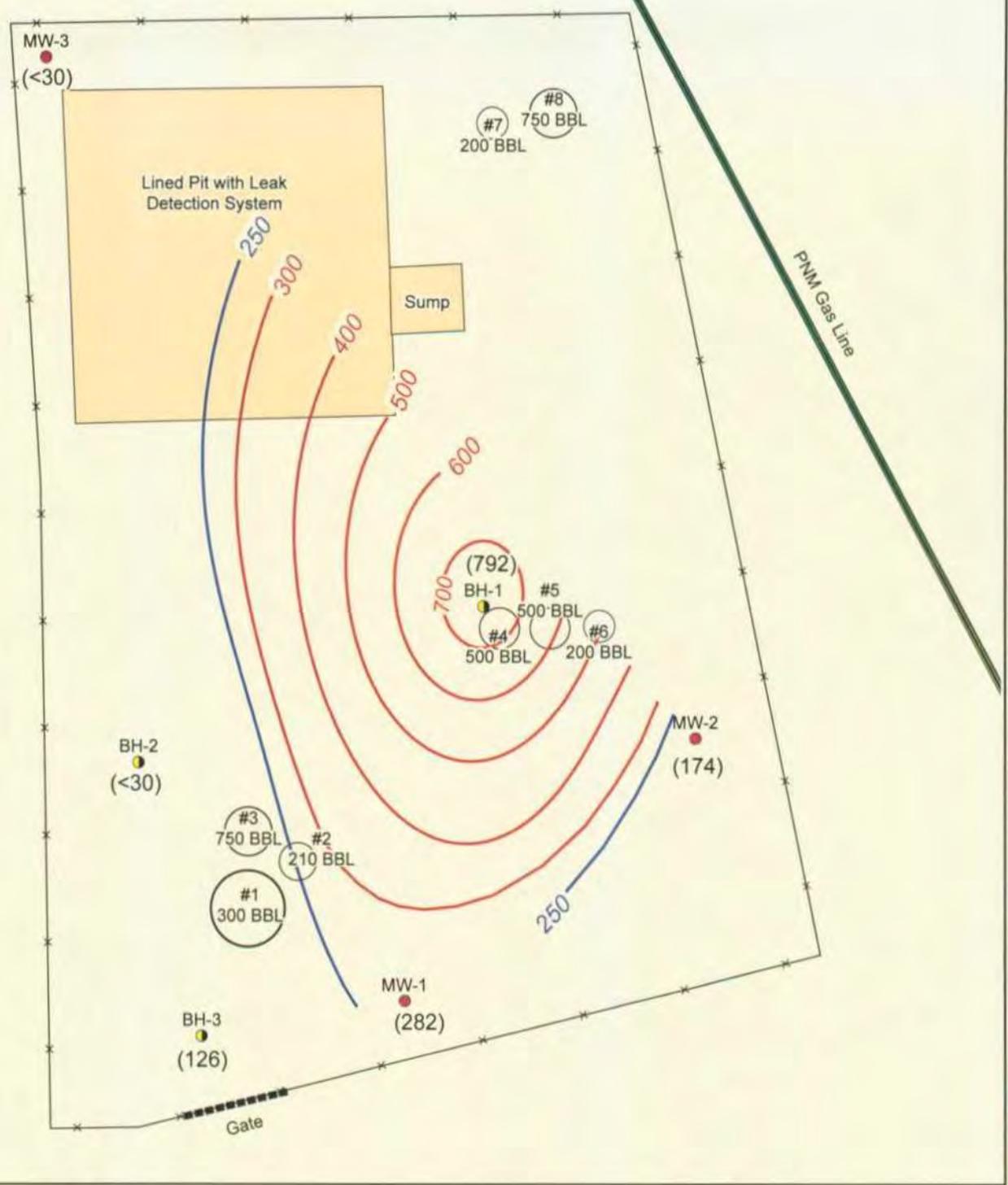
Notes: Map developed from NMOCD sketch and INTERA field observations/GPS coordinates. All objects are approximate size and/or location.



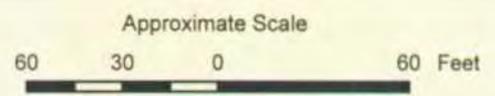
Legend	
	Former AST
	Monitoring Well Location
	Pit/Sump
	Soil Boring Location
	Fence
	Chloride Contour and Concentration (ppm)
	Chloride Contour is Equal to or Below 250 ppm

Chloride Concentration in Soil Contour Map - Depth is 15 Feet	
Phase II Investigation and Remediation Araho, Inc., Former Injection Well Disposal Facility Lea County, New Mexico	
Date: 09/13/04	Figure 4





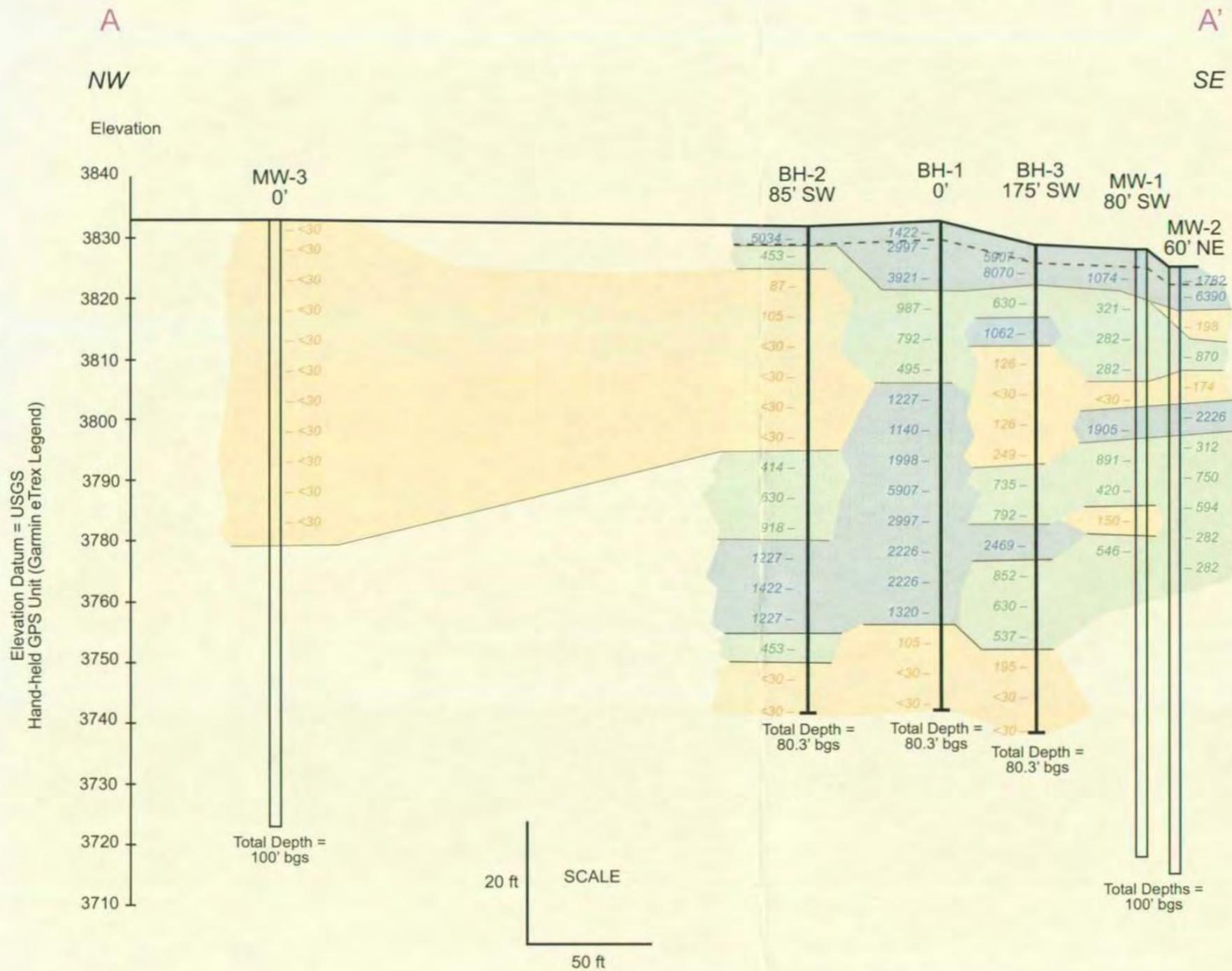
Notes: Map developed from NMOCD sketch and INTERA field observations/GPS coordinates. All objects are approximate size and/or location.



Legend	
	Former AST
	Monitoring Well Location
	Pit/Sump
	Soil Boring Location
	Fence
	Chloride Contour and Concentration (ppm)
	Chloride Contour is Equal to or Below 250 ppm

Chloride Concentration in Soil Contour Map – Depth is 20 Feet	
Phase II Investigation and Remediation Araho, Inc., Former Injection Well Disposal Facility Lea County, New Mexico	
Date: 09/14/04	Figure 5





Chloride in Soil Cross-Section A-A'

Phase II Investigation and Remediation  
Araho, Inc., Former Injection Well Disposal Facility  
Lea County, New Mexico

Date: 09/14/04      Figure 6





# LOG OF MW-1

(Page 1 of 2)

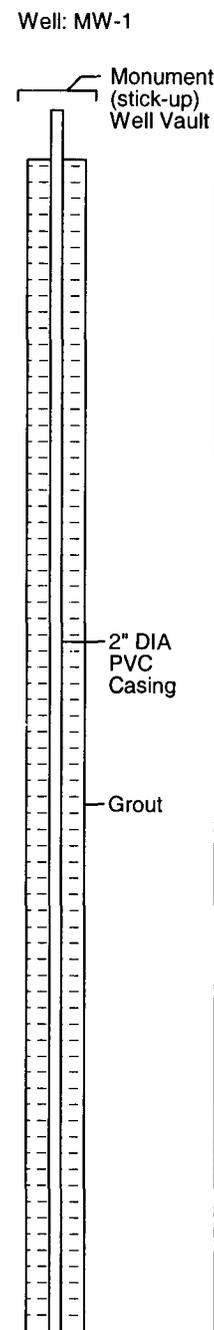
Project Name:  
Araho Facility - Lovington, NM

Date Started : 7/12/04  
 Date Completed : 7/12/04  
 Drilling Method : 8" HSA  
 Sampling Method : Split-spoon  
 Drilling Company : Yellow Jacket

Driller : M. Hickox  
 Depth to Water : ~81'  
 Logged By : C. Burrus  
 Static Water : 87.22 TOC

Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
0	1		NA		NA	NA	SAND, GRAVEL, cobbles calichefied, fine to coarse grained sand, cobbles 3" to 6", dry, very hard, grab sample from cuttings, HCL positive	GW/SW	
5	2	1	0.3/1.5	1074	ND	50/4"	SAND, fine grained quartz, w/ trace feldspar, very pale brown (10YR 8/3), calichefied, HCL positive, dry, laminated, very dense, well sorted		
10	3	2	1.3/1.5	321	ND	18-20-30	Same as previous		
15	4	3	0.5/1.5	282	2.3	50/5"	SAND, very fine grained quartz, angular to subangular, very pale brown, (10YR 7/3), well sorted, dry, HCL negative, very dense		
20	5	4	0.9/1.5	282	1.4	19-50/6"	Same as previous		
25	6	5	1.1/1.5	<30	ND	3-50/6"	Same as previous		
30	7	6	0.5/1.5	1905	ND	50/5"	Same as previous, w/ traces of silt	SP	
35	8	7	0.4/1.5	-891	ND	50/5"	Same as previous		
40	9	8	0.8/1.5	420	ND	24-50/6"	Same as previous, damp at 41.5' bgs		
45	10	9	0.3/1.5	150	ND	50/4"	Same as previous		
50	11	10	0.4/1.5	546	ND	50/5"	Same as previous Begin continuous drilling - observed cuttings		
55									
60									



Notes:

1. GPS coordinates are UTM WGS84 zone 13S 0658946, 3637301
2. ND = Not Detected; NA = Not Applicable
3. Color code is from Munsell Soil Color Charts 2000 ed.
4. Static water level measure taken after completion and prior to sampling.

5. PID reading represents total VOCs using a 10.6eV lamp by placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.
6. Chloride concentrations measured using HACH Quantab Titrators.
7. Blow counts per 6" drive with drop hammer unless otherwise noted.



# LOG OF MW-1

(Page 2 of 2)

Project Name:  
Araho Facility - Lovington, NM

Date Started : 7/12/04  
 Date Completed : 7/12/04  
 Drilling Method : 8" HSA  
 Sampling Method : Split-spoon  
 Drilling Company : Yellow Jacket

Driller : M. Hickox  
 Depth to Water : ~81'  
 Logged By : C. Burrus  
 Static Water : 87.22 TOC

Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
60							Same as previous		<p>Well: MW-1</p>
65									
70									
75									
80								SP	
85									
90							At 91' bgs a thin gravel or cobble layer felt by driller		
95							At 96' bgs a thin gravel or cobble layer felt by driller		
100							Total Depth = 100' bgs Borehole Diameter = 8-1/2"		
105									
110									
115									
120									

**Notes:**

1. GPS coordinates are UTM WGS84 zone 13S 0658946, 3637301
2. ND = Not Detected; NA = Not Applicable
3. Color code is from Munsell Soil Color Charts 2000 ed.
4. Static water level measure taken after completion and prior to sampling.
5. PID reading represents total VOCs using a 10.6eV lamp by placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.
6. Chloride concentrations measured using HACH Quantab Titrators.
7. Blow counts per 6" drive with drop hammer unless otherwise noted.

09-16-2004 O:\BoreLogs\OCD\Araho\MW-1.bor



# LOG OF MW-2

(Page 1 of 2)

Project Name:  
Araho Facility - Lovington, NM

Date Started : 7/13/04  
 Date Completed : 7/14/04  
 Drilling Method : 8" HSA  
 Sampling Method : Split-spoon  
 Drilling Company : Yellow Jacket

Driller : M. Hickox  
 Depth to Water : ~83.3 bgs  
 Logged By : C. Burrus  
 Static Water : 86.51' TOC

Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
0	1	1	NA	1782	676	NA	SAND, fine to coarse grained, w/ fine gravel, stained gray (GLEY1 7/), poorly sorted, hydrocarbon odor, rounded, damp, HCL positive, sample from cuttings	SW	
5	2	2	0.2/1.5	6390	201	50/2"	SILT, w/ some fine sand and fine gravel, dark yellowish brown (10YR 3/4), dry, HCL positive, very stiff, hydrocarbon odor	ML	
10	3	3	0.2/1.5	198	0.8	50/3"	SAND, very fine w/ silt, quartz and feldspar, very pale brown (10YR 7/3), well sorted, dry, HCL positive, very dense		
15	4	4	0.4/1.5	870	10.2	50/5"	SAND, very fine with silt, rounded, very pale brown (10YR 8/3), mottled orange, stains, dry, dense, well sorted, HCL positive		
20	5	5	0.6/1.5	174	0.9	50/4"	SAND, very fine grained, quartz, angular to subangular, very pale brown (10YR 7/3), well sorted, dry, HCL positive		
25	6	6	0.8/1.5	2226	0.6	30-50/5"	Same as previous, HCL negative		
30	7	7	0.7/1.5	312	ND	30-50/3"	Same as previous		
35	8	8	0.4/1.5	750	0.1	50/4"	Same as previous		
40	9	9	0.4/1.5	594	1.2	50/5"	Same as previous		
45	10	10	0.8/1.5	282	0.1	34-50/5"	Same as previous		
50	11	11	0.3/1.5	282	1.5	50/4"	Same as previous, begin continuous cuttings - observed cuttings, no change to total depth 100' bgs		

Notes:

- GPS coordinates are UTM WGS84 zone 13S 0658980, 3637391
- ND = Not Detected; NA = Not Applicable
- Color code is from Munsell Soil Color Charts 2000 ed.
- Static water level measure taken after completion and prior to sampling.

- PID reading represents total VOCs using a 10.6eV lamp by placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.
- Chloride concentrations measured using HACH Quantab Titrators.
- Blow counts per 6" drive with drop hammer unless otherwise noted.



# LOG OF MW-2

(Page 2 of 2)

Project Name:  
Araho Facility - Lovington, NM

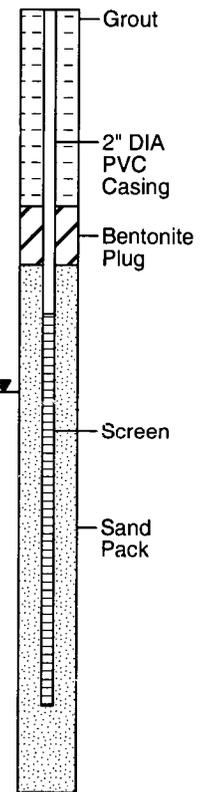
Date Started : 7/13/04  
 Date Completed : 7/14/04  
 Drilling Method : 8" HSA  
 Sampling Method : Split-spoon  
 Drilling Company : Yellow Jacket

Driller : M. Hickox  
 Depth to Water : ~83.3 bgs  
 Logged By : C. Burrus  
 Static Water : 86.51' TOC

Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
60							Same as previous		
65									
70									
75									
80								SP	
85									
90									
95									
100									
105									
110									
115									
120									

Well: MW-2



Total Depth = 100' bgs  
 Borehole Diameter = 8"

Notes:

1. GPS coordinates are UTM WGS84 zone 13S 0658980, 3637391
2. ND = Not Detected; NA = Not Applicable
3. Color code is from Munsell Soil Color Charts 2000 ed.
4. Static water level measure taken after completion and prior to sampling.

5. PID reading represents total VOCs using a 10.6eV lamp by placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.
6. Chloride concentrations measured using HACH Quantab Titrators.
7. Blow counts per 6" drive with drop hammer unless otherwise noted.



# LOG OF MW-3

(Page 1 of 2)

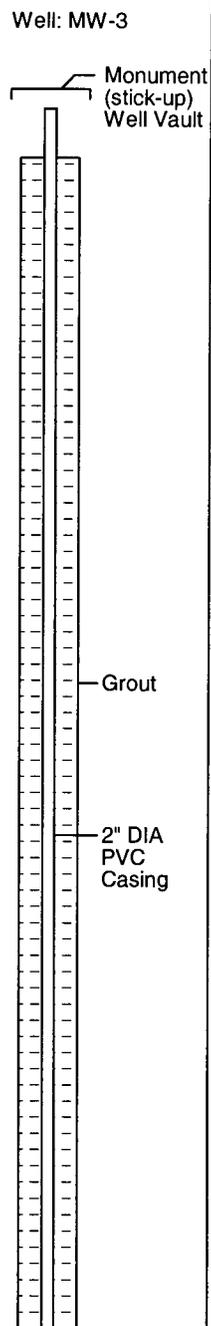
Project Name:  
Araho Facility - Lovington, NM

Date Started : 7/14/04  
 Date Completed : 7/14/04  
 Drilling Method : 8" HSA  
 Sampling Method : Split-spoon  
 Drilling Company : Yellow Jacket

Driller : M. Hickox  
 Depth to Water : ~84' bgs  
 Logged By : C. Burrus  
 Static Water : 86.30' TOC

Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
0	1	1	NA	<30	ND	NA	SILTY SAND, fine grained with silt, rounded, moderately sorted, HCL positive, light yellowish brown (10YR 6/4), dense, quartz and feldspar, dry, (cuttings)	SP/SM	
5	2	2	0.1/1.5	<30	43.8	50/3"	CLAY, dark brown (7.5YR 3/2), plastic, dry, HCL negative, very poor recovery, sample mixed w/ silty sand from above, very dense, stiff	CH	
10	3	3	0.4/1.5	<30	3.2	50/4"	SILTY SAND, very fine to silt, subrounded to subangular, moderately sorted, HCL positive, dense, light yellowish brown (10YR 6/4), quartz and feldspar, dry	SP/SM	
15	4	4	0.4/1.5	<30	0.5	50/6"	Same as previous		
20	5	5	0.3/1.5	<30	43.7	50/5"	Same as previous	SP/SM	
25	6	6	0.3/1.5	<30	22.9	50/3"	SAND, very fine quartz, subangular, w/ silt, very pale brown (10YR 8/3), dense, HCL positive, well sorted, dry		
30	7	7	0.2/1.5	<30	23.3	50/2"	Same as previous, w/ trace of silt	SP	
35	8	8	0.4/1.5	<30	10.5	50/3"	Same as previous, w/ silt		
40	9	9	0.2/1.5	<30	2.1	50/2"	Same as previous		
45	10	10	0.5/1.5	<30	16.1	50/3"	Same as previous, w/ trace silt		
50	11	11	0.6/1.5	<30	7.3	50/5"	Same as previous, begin continuous drilling - observed cuttings		
55									
60									



Notes:

1. GPS coordinates UTM WGS84 zone 13S 0658903, 3637469
2. ND = Not Detected; NA = Not Applicable
3. Color code is from Munsell Soil Color Charts 2000 ed.
4. Static water level measure taken after completion and prior to sampling.

5. PID reading represents total VOCs using a 10.6eV lamp by placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.
6. Chloride concentrations measured using HACH Quantab Titrators.
7. Blow counts per 6" drive with drop hammer unless otherwise noted.



# LOG OF MW-3

(Page 2 of 2)

Project Name:  
Araho Facility - Lovington, NM

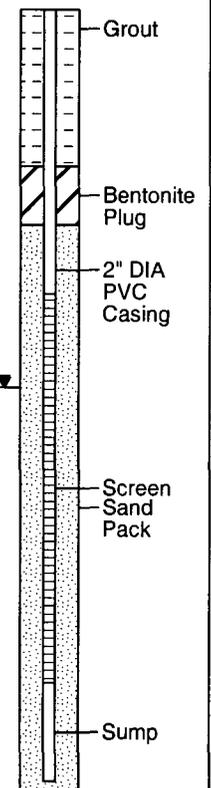
Date Started : 7/14/04  
 Date Completed : 7/14/04  
 Drilling Method : 8" HSA  
 Sampling Method : Split-spoon  
 Drilling Company : Yellow Jacket

Driller : M. Hickox  
 Depth to Water : ~84' bgs  
 Logged By : C. Burrus  
 Static Water : 86.30' TOC

Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
60							Same as previous		
65									
70									
75									
80								SP	
85									
90									
95									
100									
105									
110									
115									
120									

Well: MW-3



Total Depth = 100' bgs  
 Borehole Diameter = 8"

Notes:

1. GPS coordinates UTM WGS84 zone 13S 0658903, 3637469
2. ND = Not Detected; NA = Not Applicable
3. Color code is from Munsell Soil Color Charts 2000 ed.
4. Static water level measure taken after completion and prior to sampling.

5. PID reading represents total VOCs using a 10.6eV lamp by placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.
6. Chloride concentrations measured using HACH Quantab Titrators.
7. Blow counts per 6" drive with drop hammer unless otherwise noted.



# LOG OF BORING BH-1

(Page 2 of 2)

Project Name:  
Araho Facility - Lovington, NM

Date Started : 7/13/04  
 Date Completed : 7/13/04  
 Drilling Method : 8" HSA  
 Sampling Method : Split-spoon  
 Drilling Company : Yellow Jacket

Driller : M. Hickox  
 Depth to Water : Dry  
 Logged By : C. Burrus

Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
45	10	10	0.1/1.5	5907	ND	50/4"	SILTY SAND, very fine grained, quartz and feldspar, very pale brown (10YR 7/3), moderately sorted, dry, HCL positive, very dense	SP/SM	
50	11	11	0.6/1.5	2997	ND	50/5"	SILTY SAND, very fine grained w/ trace silt, quartz and feldspar, very pale brown (10YR 7/3), moderately sorted, dry, HCL positive, very dense	SP	
55	12	12	0.4/1.5	2226	ND	50/5"	Same as previous		
60	13	13	0.4/1.5	2226	ND	50/5"	Same as previous		
65	14	14	0.4/1.5	1320	ND	50/5"	Same as previous		
70	15	15	0.4/1.5	105	ND	50/5"	Same as previous		
75	16	16	0.4/1.5	<30	ND	50/5"	Same as previous		
80	17	17	0.4/1.5	<30	ND	50/6"	Same as previous		
							Total Depth = 80.4' bgs		

Notes:

1. Refilled acid bottle at 45' bgs, may be above 10% HCL
2. GPS coordinates are UTM WGS84 zone 13S 0658954, 3637406
3. ND = Not Detected; NA = Not Applicable
4. Color code is from Munsell Soil Color Charts 2000 ed.

5. PID reading represents total VOCs measured using a 10.6eV lamp by placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.

\*See MW-1 for Notes 6 and 7.



# LOG OF BORING BH-1

(Page 1 of 2)

Project Name:  
Araho Facility - Lovington, NM

Date Started : 7/13/04  
 Date Completed : 7/13/04  
 Drilling Method : 8" HSA  
 Sampling Method : Split-spoon  
 Drilling Company : Yellow Jacket

Driller : M. Hickox  
 Depth to Water : Dry  
 Logged By : C. Burrus

Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
0	1	1	NA	1422	1096	NA	CLAY, stained black, plastic, moist, hydrocarbon odor, HCL positive (cuttings)	CH	
5	2	2	0.1/1.5	2997	8.5	50/2"	SILTY SAND, very fine grains with silt, angular to subangular, rounded, dry, dense, HCL positive, w/ caliche grains	SM	
10	3	3	0.8/1.5	3921	14.9	33 50/6"	SAND, very fine w/ silt, quartz and feldspar, very pale brown (10YR 7/3), moderately sorted, dry, HCL positive, very dense	SP	
15	4	4	0.5/1.5	987	4.8	50/5"	SAND, very fine grained, quartz and feldspar, very pale brown (10YR 8/3), well sorted, rounded, subangular, dry, HCL positive, dense		
20	5	5	1.4/1.5	792	ND	23 28	SAND, very fine grained, quartz, angular to subangular, very pale brown (10YR 7/7), well sorted, dry, HCL negative		
25	6	6	1.0/1.5	495	ND	21 30	Same as previous		
30	7	7	1.1/1.5	1227	ND	19 23	Same as previous		
35	8	8	0.5/1.5	1140	2.6	50/6"	Same as previous		
40	9	9	0.3/1.5	1998	ND	50/4"	Same as previous		
45									

Notes:

1. Refilled acid bottle at 45' bgs, may be above 10% HCL
2. GPS coordinates are UTM WGS84 zone 13S 0658954, 3637406
3. ND = Not Detected; NA = Not Applicable
4. Color code is from Munsell Soil Color Charts 2000 ed.

5. PID reading represents total VOCs measured using a 10.6eV lamp by placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.

\*See MW-1 for Notes 6 and 7.



# LOG OF BORING BH-2

(Page 1 of 2)

Project Name:  
Araho Facility - Lovington, NM

Date Started : 7/13/04  
 Date Completed : 7/13/04  
 Drilling Method : 8" HSA  
 Sampling Method : Split-spoon  
 Drilling Company : Yellow Jacket

Driller : M. Hickox  
 Depth to Water : Dry  
 Logged By : C. Burrus

Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
0	1	1	NA	5034	31.4	NA	CLAY, dark brown (7.5YR 3/2), plastic, moist, HCL negative (cuttings)	CH	
5	2	2	0.3/1.5	453	13.7	50/5"	SILTY SAND, very fine grained with silt, angular to subangular, dry, dense, HCL positive	SM	
10	3	3	0.9/1.5	87	14.0	7 17	SAND, very fine grained w/ silt, quartz and feldspar, very pale brown (10YR 7/3), moderately sorted, dry, HCL positive, very dense		
15	4	4	0.5/1.5	105	17.3	50/5"	Same as previous		
20	5	5	0.5/1.5	<30	10.2	50/5"	SAND, very fine grained, quartz w/ trace feldspar, angular to subangular, well sorted, very pale brown (10YR 7/3), dry, HCL positive		
25	6	6	1.2/1.5	<30	5.0	20 30 50	Same as previous		
30	7	7	1.0/1.5	<30	4.3	26 50/6"	Same as previous		
35	8	8	0.2/1.5	<30	0.3	50/4"	Same as previous		
40	9	9	0.4/1.5	414	0.9	50/4"	Same as previous		
45									

Notes:

1. GPS coordinates are UTM WGS84 zone 13S 0658914, 3637389
2. ND = Not Detected; NA = Not Applicable
3. Color code is from Munsell Soil Color Charts 2000 ed.
4. PID reading represents total VOCs measured using a 10.6eV lamp by

placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.

6. Chloride concentrations measured using HACH Quantab Titrators.
7. Blow counts per 6" drive with drop hammer unless otherwise noted.



# LOG OF BORING BH-2

(Page 2 of 2)

Project Name:  
Araho Facility - Lovington, NM

Date Started : 7/13/04  
 Date Completed : 7/13/04  
 Drilling Method : 8" HSA  
 Sampling Method : Split-spoon  
 Drilling Company : Yellow Jacket

Driller : M. Hickox  
 Depth to Water : Dry  
 Logged By : C. Burrus

Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
45	10	10	0.3/1.5	630	0.1	50/4"	Same as previous		
50	11	11	0.3/1.5	918	ND	50/3"	Same as previous		
55	12	12	0.3/1.5	1227	0.5	50/3"	Same as previous		
60	13	13	0.2/1.5	1422	0.6	50/3"	Same as previous		
65	14	14	0.2/1.5	1227	0.6	50/3"	Same as previous		
70	15	15	0.1/1.5	453	ND	50/4"	Same as previous		
75	16	16	0.3/1.5	<30	ND	50/3"	Same as previous		
80	17	17	0.3/1.5	<30	ND	50/5"	Same as previous		
							Total Depth = 80.3' bgs		
85									
90									

SP

Notes:

1. GPS coordinates are UTM WGS84 zone 13S 0658914, 3637389
2. ND = Not Detected; NA = Not Applicable
3. Color code is from Munsell Soil Color Charts 2000 ed.
4. PID reading represents total VOCs measured using a 10.6eV lamp by

5. placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.
6. Chloride concentrations measured using HACH Quantab Titrators.
7. Blow counts per 6" drive with drop hammer unless otherwise noted.



# LOG OF BORING BH-3

(Page 1 of 2)

Project Name:  
Araho Facility - Lovington, NM

Date Started : 7/15/04  
Date Completed : 7/15/04  
Drilling Method : 8" HSA  
Sampling Method : Split-spoon  
Drilling Company : Yellow Jacket

Driller : M. Hickox  
Depth to Water : Dry  
Logged By : C. Burrus

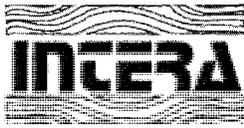
Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
0	1	1	NA	5907	1.7	NA	SAND, fine to medium grained, angular, w/ fine rounded gravel with silt, brown (7.5YR 4/3), dry (FILL) (Cuttings)	Fill	
5	2	2	0.1/1.5	8070	2.0	50/4"	Same as previous	Fill	
10	3	3	0.8/1.5	630	0.5	16 20 26	SAND, very fine grained to subrounded, w/ traces silt, loose/soft quartz, pale brown (10YR 7/3), well sorted, dry, HCL positive	SP	
15	4	4	0.8/1.5	1062	ND	40 50/5"	Same as previous		
20	5	5	1.0/1.5	126	0.6	20 23 30	Same as previous, HCL negative		
25	6	6	1.5/1.5	<30	0.3	10 13 30	Same as previous		
30	7	7	1.3/1.5	126	1.4	16 30 30	Same as previous		
35	8	8	0.4/1.5	249	0.4	50/6"	SILTY SAND, very fine grained, subangular, subrounded, quartz, medium dense, dry, HCL positive, very pale brown (10YR 8/3)	SM	
40	9	9	0.3/1.5	735	ND	50/4"	Same as previous		
45									

Notes:

1. GPS coordinates are UTM WGS84 zone 13S 0658921, 3637357
2. ND = Not Detected; NA = Not Applicable
3. Color code is from Munsell Soil Color Charts 2000 ed.
4. PID reading represents total VOCs measured using a 10.6eV lamp by

5. placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.
6. Chloride concentrations measured using HACH Quantab Titrators.
7. Blow counts per 6" drive with drop hammer unless otherwise noted.



# LOG OF BORING BH-3

(Page 2 of 2)

Project Name:  
Araho Facility - Lovington, NM

Date Started : 7/15/04  
 Date Completed : 7/15/04  
 Drilling Method : 8" HSA  
 Sampling Method : Split-spoon  
 Drilling Company : Yellow Jacket

Driller : M. Hickox  
 Depth to Water : Dry  
 Logged By : C. Burrus

Project #: NMO-ARA-01-07

Depth in Feet	Sample Interval	Sample #	Rec/Pen (ft)	Chloride (mg/kg)	PID (ppm)	Blow Count	DESCRIPTION	USCS	GRAPHIC
45	10	10	0.3/1.5	792	0.7	50/5"	Same as previous	SM	
50	11	11	0.3/1.5	2469	0.2	50/3"	Same as previous		
55	12	12	0.5/1.5	852	ND	50/5"	Same as previous		
60	13	13	0.4/1.5	630	ND	50/4"	Same as previous		
65	14	14	0.5/1.5	537	ND	50/5"	Same as previous		
70	15	15	0.4/1.5	195	ND	50/5"	Same as previous		
75	16	16	0.3/1.5	<30	ND	50/4"	Same as previous		
80	17	17	0.6/1.5	<30	ND	40 50/3"	Same as previous		
							Total Depth = 80.6' bgs		
85									
90									

Notes:

1. GPS coordinates are UTM WGS84 zone 13S 0658921, 3637357
2. ND = Not Detected; NA = Not Applicable
3. Color code is from Munsell Soil Color Charts 2000 ed.
4. PID reading represents total VOCs measured using a 10.6eV lamp by

placing soil half full in a glass jar and sealing the opening with foil. The jar was heated for 15 minutes. The PID wand punctured the foil and the highest level was recorded.

6. Chloride concentrations measured using HACH Quantab Titrators.
7. Blow counts per 6" drive with drop hammer unless otherwise noted.

## Summary Report

Joe Tracy  
Intera Inc.  
6501 Americas Parkway NE 820  
Suite 820  
Albuquerque, NM 87110

Report Date: July 28, 2004

Work Order: 4071614

Project Location: Lovington, NM  
Project Name: Arano  
Project Number:

Sample	Description	Matrix	Date Taken	Time Taken	Date Received
38874	MW-1	water	2004-07-15	13:25	2004-07-16
38875	MW-2	water	2004-07-15	14:15	2004-07-16
38876	MW-3	water	2004-07-15	15:20	2004-07-16

Sample - Field Code	BTEX				TPH DRO DRO (mg/L)	TPH GRO GRO (mg/L)
	Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Xylene (mg/L)		
38874 - MW-1	<0.00100	<0.00100	<0.00100	<0.00100	<5.00	<0.100
38875 - MW-2	<0.00100	<0.00100	<0.00100	<0.00100	<5.00	<0.100
38876 - MW-3	<0.00100	<0.00100	<0.00100	<0.00100	<5.00	<0.100

**Sample: 38874 - MW-1**

Param	Flag	Result	Units	RL
Chloride		668	mg/L	0.500

**Sample: 38875 - MW-2**

Param	Flag	Result	Units	RL
Chloride		702	mg/L	0.500

**Sample: 38876 - MW-3**

Param	Flag	Result	Units	RL
Chloride		48.3	mg/L	0.500



# TRACE ANALYSIS, INC.

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E-Mail: lab@traceanalysis.com

## Analytical and Quality Control Report

Joe Tracy  
Intera Inc.  
6501 Americas Parkway NE 820  
Suite 820  
Albuquerque, NM 87110

Report Date: July 28, 2004

Work Order: 4071614

Project Location: Lovington, NM  
Project Name: Arano  
Project Number: Arano

Enclosed are the Analytical Report and Quality Control Report for the following sample(s) submitted to TraceAnalysis, Inc.

Sample	Description	Matrix	Date Taken	Time Taken	Date Received
38874	MW-1	water	2004-07-15	13:25	2004-07-16
38875	MW-2	water	2004-07-15	14:15	2004-07-16
38876	MW-3	water	2004-07-15	15:20	2004-07-16

These results represent only the samples received in the laboratory. The Quality Control Report is generated on a batch basis. All information contained in this report is for the analytical batch(es) in which your sample(s) were analyzed.

This report consists of a total of 10 pages and shall not be reproduced except in its entirety, without written approval of TraceAnalysis, Inc.



Dr. Blair Leftwich, Director

## Analytical Report

**Sample: 38874 - MW-1**

Analysis: BTEX  
QC Batch: 11134  
Prep Batch: 9838

Analytical Method: S 8021B  
Date Analyzed: 2004-07-17  
Date Prepared: 2004-07-17

Prep Method: S 5030B  
Analyzed By: MT  
Prepared By: MT

Parameter	Flag	RL Result	Units	Dilution	RL
Benzene		<0.00100	mg/L	1	0.00100
Toluene		<0.00100	mg/L	1	0.00100
Ethylbenzene		<0.00100	mg/L	1	0.00100
Xylene		<0.00100	mg/L	1	0.00100

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
Trifluorotoluene (TFT)		0.0815	mg/L	1	0.100	82	71.2 - 115
4-Bromofluorobenzene (4-BFB)	1	0.0597	mg/L	1	0.100	60	76.5 - 116

**Sample: 38874 - MW-1**

Analysis: Chloride (IC)  
QC Batch: 11354  
Prep Batch: 10039

Analytical Method: E 300.0  
Date Analyzed: 2004-07-25  
Date Prepared: 2004-07-25

Prep Method: N/A  
Analyzed By: MW  
Prepared By: MW

Parameter	Flag	RL Result	Units	Dilution	RL
Chloride		668	mg/L	50	0.500

**Sample: 38874 - MW-1**

Analysis: TPH DRO  
QC Batch: 11141  
Prep Batch: 9842

Analytical Method: Mod. 8015B  
Date Analyzed: 2004-07-17  
Date Prepared: 2004-07-16

Prep Method: N/A  
Analyzed By: BP  
Prepared By: BP

Parameter	Flag	RL Result	Units	Dilution	RL
DRO		<5.00	mg/L	0.1	50.0

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
n-Triacontane		13.9	mg/L	0.1	150	93	81.8 - 161

**Sample: 38874 - MW-1**

Analysis: TPH GRO  
QC Batch: 11139  
Prep Batch: 9838

Analytical Method: S 8015B  
Date Analyzed: 2004-07-17  
Date Prepared: 2004-07-17

Prep Method: S 5030B  
Analyzed By: MT  
Prepared By: MT

<sup>1</sup>Low BFB surrogate recovery due to matrix interference. TFT surrogate recovery shows the method to be in control.



Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
n-Triacontane		12.5	mg/L	0.1	150	83	81.8 - 161

**Sample: 38875 - MW-2**

Analysis: TPH GRO                      Analytical Method: S 8015B                      Prep Method: S 5030B  
 QC Batch: 11139                      Date Analyzed: 2004-07-17                      Analyzed By: MT  
 Prep Batch: 9838                      Date Prepared: 2004-07-17                      Prepared By: MT

Parameter	Flag	RL Result	Units	Dilution	RL
GRO		<0.100	mg/L	1	0.100

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
Trifluorotoluene (TFT)		0.0796	mg/L	1	0.100	80	70 - 130
4-Bromofluorobenzene (4-BFB)	4	0.0612	mg/L	1	0.100	61	70 - 130

**Sample: 38876 - MW-3**

Analysis: BTEX                      Analytical Method: S 8021B                      Prep Method: S 5030B  
 QC Batch: 11134                      Date Analyzed: 2004-07-17                      Analyzed By: MT  
 Prep Batch: 9838                      Date Prepared: 2004-07-17                      Prepared By: MT

Parameter	Flag	RL Result	Units	Dilution	RL
Benzene		<0.00100	mg/L	1	0.00100
Toluene		<0.00100	mg/L	1	0.00100
Ethylbenzene		<0.00100	mg/L	1	0.00100
Xylene		<0.00100	mg/L	1	0.00100

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
Trifluorotoluene (TFT)		0.0768	mg/L	1	0.100	77	71.2 - 115
4-Bromofluorobenzene (4-BFB)	5	0.0549	mg/L	1	0.100	55	76.5 - 116

**Sample: 38876 - MW-3**

Analysis: Chloride (IC)                      Analytical Method: E 300.0                      Prep Method: N/A  
 QC Batch: 11355                      Date Analyzed: 2004-07-25                      Analyzed By: MW  
 Prep Batch: 10040                      Date Prepared: 2004-07-25                      Prepared By: MW

Parameter	Flag	RL Result	Units	Dilution	RL
Chloride		48.3	mg/L	5	0.500

<sup>4</sup>Low BFB surrogate recovery due to matrix interference. TFT surrogate recovery shows the method to be in control.

<sup>5</sup>Low BFB surrogate recovery due to matrix interference. TFT surrogate recovery shows the method to be in control.

**Sample: 38876 - MW-3**

Analysis: TPH DRO	Analytical Method: Mod. 8015B	Prep Method: N/A
QC Batch: 11141	Date Analyzed: 2004-07-17	Analyzed By: BP
Prep Batch: 9842	Date Prepared: 2004-07-16	Prepared By: BP

Parameter	Flag	RL Result	Units	Dilution	RL
DRO		<5.00	mg/L	0.1	50.0

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
n-Triacontane	<sup>6</sup>	11.6	mg/L	0.1	150	77	81.8 - 161

**Sample: 38876 - MW-3**

Analysis: TPH GRO	Analytical Method: S 8015B	Prep Method: S 5030B
QC Batch: 11139	Date Analyzed: 2004-07-17	Analyzed By: MT
Prep Batch: 9838	Date Prepared: 2004-07-17	Prepared By: MT

Parameter	Flag	RL Result	Units	Dilution	RL
GRO		<0.100	mg/L	1	0.100

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
Trifluorotoluene (TFT)		0.0791	mg/L	1	0.100	79	70 - 130
4-Bromofluorobenzene (4-BFB)	<sup>7</sup>	0.0598	mg/L	1	0.100	60	70 - 130

**Method Blank (1) QC Batch: 11134**

Parameter	Flag	Result	Units	RL
Benzene		<0.00100	mg/L	0.001
Toluene		<0.00100	mg/L	0.001
Ethylbenzene		<0.00100	mg/L	0.001
Xylene		<0.00100	mg/L	0.001

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
Trifluorotoluene (TFT)		0.0949	mg/L	1	0.100	95	70 - 130
4-Bromofluorobenzene (4-BFB)		0.0701	mg/L	1	0.100	70	70 - 130

**Method Blank (1) QC Batch: 11139**

Parameter	Flag	Result	Units	RL
GRO		<0.100	mg/L	0.1

<sup>6</sup>Surrogate recovery out of control chart range but within method limits.

<sup>7</sup>Low BFB surrogate recovery due to matrix interference. TFT surrogate recovery shows the method to be in control.

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
Trifluorotoluene (TFT)		0.0972	mg/L	1	0.100	97	70 - 130
4-Bromofluorobenzene (4-BFB)		0.0761	mg/L	1	0.100	76	70 - 130

Method Blank (1) QC Batch: 11141

Parameter	Flag	Result	Units	RL
DRO		<5.00	mg/L	50

Surrogate	Flag	Result	Units	Dilution	Spike Amount	Percent Recovery	Recovery Limits
n-Triacontane		12.8	mg/L	0.1	150	85	81.8 - 161

Method Blank (1) QC Batch: 11354

Parameter	Flag	Result	Units	RL
Chloride		<0.500	mg/L	0.5

Method Blank (1) QC Batch: 11355

Parameter	Flag	Result	Units	RL
Chloride		<0.500	mg/L	0.5

Laboratory Control Spike (LCS-1) QC Batch: 11134

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount	Matrix Result	Rec.	RPD	Rec. Limit	RPD Limit
Benzene	0.0988	0.0924	mg/L	1	0.100	<0.000255	99	7	70 - 130	20
Toluene	0.0990	0.0932	mg/L	1	0.100	<0.000153	99	6	70 - 130	20
Ethylbenzene	0.0993	0.0937	mg/L	1	0.100	<0.000226	99	6	70 - 130	20
Xylene	0.300	0.282	mg/L	1	0.300	<0.000531	100	6	70 - 130	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Surrogate	LCS Result	LCSD Result	Units	Dil.	Spike Amount	LCS Rec.	LCSD Rec.	Rec. Limit
Trifluorotoluene (TFT)	0.0936	0.0929	mg/L	1	0.100	94	93	70 - 130
4-Bromofluorobenzene (4-BFB)	0.0874	0.0853	mg/L	1	0.100	87	85	70 - 130

Laboratory Control Spike (LCS-1) QC Batch: 11139

continued ...

*control spikes continued ...*

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount	Matrix Result	Rec.	RPD	Rec. Limit	RPD Limit
GRO	0.758	0.900	mg/L	1	1.00	<0.0261	76	17	70 - 130	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Surrogate	LCS Result	LCSD Result	Units	Dil.	Spike Amount	LCS Rec.	LCSD Rec.	Rec. Limit
Trifluorotoluene (TFT)	0.0904	0.0886	mg/L	1	0.100	90	89	70 - 130
4-Bromofluorobenzene (4-BFB)	0.0828	0.0822	mg/L	1	0.100	83	82	70 - 130

**Laboratory Control Spike (LCS-1)** QC Batch: 11141

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount	Matrix Result	Rec.	RPD	Rec. Limit	RPD Limit
DRO	23.8	24.9	mg/L	0.1	250	<0.538	95	5	68 - 140	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

Surrogate	LCS Result	LCSD Result	Units	Dil.	Spike Amount	LCS Rec.	LCSD Rec.	Rec. Limit
n-Triacontane	13.1	13.2	mg/L	0.1	150	87	88	81.8 - 161

**Laboratory Control Spike (LCS-1)** QC Batch: 11354

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount	Matrix Result	Rec.	RPD	Rec. Limit	RPD Limit
Chloride	11.4	11.5	mg/L	1	12.5	<0.337	91	1	90 - 110	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

**Laboratory Control Spike (LCS-1)** QC Batch: 11355

Param	LCS Result	LCSD Result	Units	Dil.	Spike Amount	Matrix Result	Rec.	RPD	Rec. Limit	RPD Limit
Chloride	11.4	11.4	mg/L	1	12.5	<0.337	91	0	90 - 110	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

**Matrix Spike (MS-1)** QC Batch: 11354

Param	MS Result	MSD Result	Units	Dil.	Spike Amount	Matrix Result	Rec.	RPD	Rec. Limit	RPD Limit
Chloride	1270	1270	mg/L	50	12.5	702	91	0	74.3 - 118	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

**Matrix Spike (MS-1)** QC Batch: 11355

Param	MS Result	MSD Result	Units	Dil.	Spike Amount	Matrix Result	Rec.	RPD	Rec. Limit	RPD Limit
Chloride	2160	2150	mg/L	100	12.5	1020	91	0	74.3 - 118	20

Percent recovery is based on the spike result. RPD is based on the spike and spike duplicate result.

**Standard (ICV-1) QC Batch: 11134**

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Benzene		mg/L	0.100	0.0976	98	85 - 115	2004-07-17
Toluene		mg/L	0.100	0.0979	98	85 - 115	2004-07-17
Ethylbenzene		mg/L	0.100	0.0989	99	85 - 115	2004-07-17
Xylene		mg/L	0.300	0.298	99	85 - 115	2004-07-17

**Standard (CCV-1) QC Batch: 11134**

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Benzene		mg/L	0.100	0.0992	99	85 - 115	2004-07-17
Toluene		mg/L	0.100	0.0997	100	85 - 115	2004-07-17
Ethylbenzene		mg/L	0.100	0.100	100	85 - 115	2004-07-17
Xylene		mg/L	0.300	0.303	101	85 - 115	2004-07-17

**Standard (ICV-1) QC Batch: 11139**

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
GRO		mg/L	1.00	0.987	99	85 - 115	2004-07-17

**Standard (CCV-1) QC Batch: 11139**

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
GRO		mg/L	1.00	0.862	86	85 - 115	2004-07-17

**Standard (ICV-1) QC Batch: 11141**

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
DRO		mg/L	250	242	97	68 - 140	2004-07-17

**Standard (CCV-1) QC Batch: 11141**

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
DRO		mg/L	250	231	92	68 - 140	2004-07-17

Standard (ICV-1) QC Batch: 11354

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Chloride		mg/L	12.5	11.6	93	90 - 110	2004-07-25

Standard (CCV-1) QC Batch: 11354

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Chloride		mg/L	12.5	11.5	92	90 - 110	2004-07-25

Standard (ICV-1) QC Batch: 11355

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Chloride		mg/L	12.5	11.5	92	90 - 110	2004-07-25

Standard (CCV-1) QC Batch: 11355

Param	Flag	Units	CCVs True Conc.	CCVs Found Conc.	CCVs Percent Recovery	Percent Recovery Limits	Date Analyzed
Chloride		mg/L	12.5	11.4	91	90 - 110	2004-07-25

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**TraceAnalysis, Inc.**

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El Paso, Texas 79932  
Tel (915) 585-3443  
Fax (915) 585-4944  
1 (888) 588-3443

**CHAIN-OF-CUSTODY AND ANALYSIS REQUEST**

LAB Order ID # 4071614

**ANALYSIS REQUEST**  
(Circle or Specify Method No.)

Company Name: Invista Phone #: 505 246 1600

Address: (Street, City, Zip) 6501 Americas Parkway 87820 505 246 2600 Fax #: 505 246 2600

Contact Person: Joseph King

Invoice to: (if different from above) OCD Santa Fe

Project #: \_\_\_\_\_ Project Name: AR1402

Project Location: Lovington NM Sampler Signature: [Signature]

MTBE 8021B/602	BTX 8021B/602	TPH 418 1/TX1005	PAH 8270C	Total Metals Ag As Ba Cd Cr Pb Se Hg 60109/2007	TCLP Metals Ag As Ba Cd Cr Pb Se Hg	TCLP Volatiles	TCLP Semi Volatiles	TCLP Pesticides	RCI	GCMS Vol 8260B/624	GCMS Semi Vol 8270C/625	PCB's 8082/608	Pesticides 8081A/608	BOD TSS pH	8015	8015	8015	Turn Around Time if different from standard	Held
															X	X	X		
															X	X	X		
															X	X	X		

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD					SAMPLING		
				WATER	SOIL	AIR	SLUDGE	HCl	HNO <sub>3</sub>	H <sub>2</sub> SO <sub>4</sub>	NaOH	ICE	NONE	DATE	TIME
38874	MV-1	5		✓										7/15	1325
75	MV-2	5		✓										7/15	1415
76	MV-3	5		✓										7/15	1520
38852	Trip Blank	2		✓				✓							

Relinquished by: [Signature] Date: 7/15/04 Time: 1640

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Relinquished by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Relinquished by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Received at Laboratory by: Wicki H Date: 7/16/04 Time: 11:20

**LAB USE ONLY**

Intact  Y  N

Headspace  Y  N

Temp 20

Log-in Review NA

REMARKS:

Check if Special Reporting Limits Are Needed

Submittal of samples constitutes agreement to Terms and Conditions listed on reverse side of C.O.C.

ORIGINAL COPY

Carrier # TVM 903069-290-2

38874-76  
38952

6701 Aberdeen Avenue, Ste. 9  
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1 (888) 588-3443

## CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID # 4071614

### ANALYSIS REQUEST (Circle or Specify Method No.)

Company Name: INTECA Phone #: 505 246 1600  
 Address: (Street, City, Zip) 6501 Americas Parkway STE 820 Fax #: 505 246 2600  
 Contact Person: Joseph Tracy  
 Invoice to: (If different from above) OCD Santa Fe  
 Project #: \_\_\_\_\_ Project Name: AR102  
 Project Location: Livingston NM Sampler Signature: [Signature]

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD					SAMPLING	
				WATER	SOIL	AIR	SLUDGE	HCl	HNO <sub>3</sub>	H <sub>2</sub> SO <sub>4</sub>	NaOH	ICE	NONE	DATE
38874	MW-1	5		✓								7/15	1325	
75	MW-2	5		✓								7/15	1415	
76	MW-3	5		✓								7/15	1530	
38952	Trip Blank	2		✓				✓						

MTBE 8021B/602	Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7	Turn Around Time if different from standard
BTEX 8021B/602	TCLP Metals Ag As Ba Cd Cr Pb Se Hg	Hold
TPH 418.1/TX1005	TCLP Volatiles	
PAH 8270C	TCLP Semi Volatiles	
	TCLP Pesticides	
	RCI	
	GC/MS Vol. 8260B/624	
	GC/MS Semi. Vol. 8270C/625	
	PCB's 8082/608	
	Pesticides 8081A/608	
	BOD, TSS, pH	
	<u>8015</u>	
	<u>8015</u>	
	<u>Chloro 300</u>	

Relinquished by: [Signature] Date: 7/15/04 Time: 1640  
 Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Relinquished by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Relinquished by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Received at Laboratory by: [Signature] Date: 7/16/04 Time: 11:27

**LAB USE ONLY**

Intact Y/N  
 Headspace Y/N  
 Temp 20  
 Log-in Review MA

REMARKS:  
 Check If Special Reporting Limits Are Needed  
7/28/04

## Summary Report

Joe Tracy  
Intera Inc.  
6501 Americas Parkway NE 820  
Suite 820  
Albuquerque, NM 87110

Report Date: July 28, 2004

Work Order: 4071614

Project Location: Lovington, NM  
Project Name: Arano  
Project Number:

Sample	Description	Matrix	Date Taken	Time Taken	Date Received
38874	MW-1	water	2004-07-15	13:25	2004-07-16
38875	MW-2	water	2004-07-15	14:15	2004-07-16
38876	MW-3	water	2004-07-15	15:20	2004-07-16

Sample - Field Code	BTEX				TPH DRO	TPH GRO
	Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Xylene (mg/L)	DRO (mg/L)	GRO (mg/L)
38874 - MW-1	<0.00100	<0.00100	<0.00100	<0.00100	<5.00	<0.100
38875 - MW-2	<0.00100	<0.00100	<0.00100	<0.00100	<5.00	<0.100
38876 - MW-3	<0.00100	<0.00100	<0.00100	<0.00100	<5.00	<0.100

**Sample: 38874 - MW-1**

Param	Flag	Result	Units	RL
Chloride		668	mg/L	0.500

**Sample: 38875 - MW-2**

Param	Flag	Result	Units	RL
Chloride		702	mg/L	0.500

**Sample: 38876 - MW-3**

Param	Flag	Result	Units	RL
Chloride		48.3	mg/L	0.500



**Martin, Ed**

---

**From:** Johnson, Larry  
**Sent:** Friday, July 09, 2004 2:16 PM  
**To:** Martin, Ed  
**Subject:** RE: Araho Drilling

Ed,

I called Dave Parsons w/CRI today and asked if he was completed - answer is yes, and the dirt/caliche mounds in the NE corner is enough to bring the pit area up to grade - he said this was as per request of OCD - I suspose so everyone could get a visual and sampling would be easier - I asked if there were any observations of contamination under the pit liner and he said that the soil was wet under the liner along the complete southern edge. I asked 'wet with what?' and he said he thought salty water. The entire outside southern edge was lower that the rest of the area, so maybe it was rainwater hopefully.

-----Original Message-----

**From:** Martin, Ed  
**Sent:** Wednesday, July 07, 2004 3:58 PM  
**To:** Johnson, Larry  
**Subject:** RE: Araho Drilling

Araho: OK. Thanks. I have not been notified by Navajo that they have completed their work at the site. But, one of us needs to be notified.

Mack: OK. Thanks. Please keep me posted.

-----Original Message-----

**From:** Johnson, Larry  
**Sent:** Wednesday, July 07, 2004 3:40 PM  
**To:** Martin, Ed  
**Subject:** RE: Araho Drilling

Araho was close to completion a couple of weeks ago - have not been by since, but bet they have moved off - has no one notified us of completion? Is vertical delineation being scheduled? If so, what is the plan and when will it take place?

Have no info on the drilling @ Mack site - am susposed to meet with Bob Allen in the morning for projects update - Darrell with Navajo is susposed to submit weekly updates, but has failed to produce lately - so Bob is going to update.

-----Original Message-----

**From:** Martin, Ed  
**Sent:** Wednesday, July 07, 2004 2:12 PM  
**To:** Johnson, Larry  
**Subject:** FW: Araho Drilling

Larry, Has Navajo done its part at Araho? Also, have you heard anything from the drillers at the Mack site?

-----Original Message-----

**From:** Joseph J. Tracy [mailto:jtracy@intera.com]  
**Sent:** Wednesday, July 07, 2004 1:42 PM  
**To:** Martin, Ed  
**Subject:** RE: Araho Drilling

Ed,

I understand from the Navajo contractor, CRI, that the work at the Site has been completed. Does Larry Johnson of your Hobbs office have any other information on the site status? Thanks,

Joe

Joseph J. Tracy, R.G.  
Geologist  
INTERA Inc.  
One Park Square  
6501 Americas Parkway NE  
Suite 820  
Albuquerque, NM 87110  
(505) 246-1600 ext. 219  
Fax (505) 246-2600

This e-mail may contain confidential information or material protected by the attorney-client privilege. If you are not the intended recipient, please inform immediately to Joseph Tracy by return e-mail at [jtracy@intera.com](mailto:jtracy@intera.com) or by telephone at (505) 246-1600 ext. 219

-----Original Message-----

**From:** Martin, Ed [mailto:[EMARTIN@state.nm.us](mailto:EMARTIN@state.nm.us)]  
**Sent:** Wednesday, July 07, 2004 10:06 AM  
**To:** Joseph J. Tracy  
**Cc:** Johnson, Larry  
**Subject:** RE: Araho Drilling

OK to commence drilling. The access agreement has been signed by the city. Are there any Navajo activities going on out there?

Drilling schedule is OK. I will copy Larry Johnson of our Hobbs office. I cannot make it down there, but maybe he can.

-----Original Message-----

**From:** Joseph J. Tracy [mailto:[jtracy@intera.com](mailto:jtracy@intera.com)]  
**Sent:** Wednesday, July 07, 2004 9:50 AM  
**To:** [emartin@state.nm.us](mailto:emartin@state.nm.us)  
**Cc:** Stacy A. Sabol; Kieling, Martyne  
**Subject:** Araho Drilling

Ed,

Good morning, hope you had a great 4<sup>th</sup> of July weekend. We are scheduled to begin drilling at the Araho site on Monday, July 12<sup>th</sup>, 2004. We do have permission from the City of Lovington to enter the Site, correct? Also, does this drilling schedule work for the OCD? Do you wish to observe any portion of the drilling? I'll be out of the office for the next few hours, but back in after that. Please give me a call if you wish to discuss. Thanks,

Joe

Joseph J. Tracy, R.G.  
Geologist  
INTERA Inc.

One Park Square  
6501 Americas Parkway NE  
Suite 820  
Albuquerque, NM 87110  
(505) 246-1600 ext. 219  
Fax (505) 246-2600

This e-mail may contain confidential information or material protected by the attorney-client privilege. If you are not the intended recipient, please inform immediately to Joseph Tracy by return e-mail at [jtracy@intera.com](mailto:jtracy@intera.com) or by telephone at (505) 246-1600 ext. 219

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<http://www.messagelabs.com/email>

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For more information please visit <http://www.messagelabs.com/email>

---



**INTERA Inc.**  
One Park Square  
6501 Americas Parkway NE  
Suite 820  
Albuquerque, NM 87110  
Telephone: 505 246 1600  
Fax: 505 246 2600

RECEIVED

August 10, 2004

AUG 17 2004

OIL CONSERVATION  
DIVISION

Mr. Edwin E. Martin  
Project Manager  
New Mexico Oil Conservation Division  
1220 South Saint Francis Drive  
Santa Fe, NM 87505

- **RE: Phase II Remediation – Araho, Inc. Former Injection Well Disposal Facility Drilling and Well Installation, Invoice #07-04-47**

Dear Mr. Martin,

INTERA Inc. appreciates the continued opportunity to work with the New Mexico Oil Conservation Division. Enclosed you will find one copy of the INTERA Invoice No. 07-04-47. This invoice represents all charges incurred to date by INTERA. All backup for "at cost" items are included with the invoice.

If you have any questions regarding the enclosed invoice, please do not hesitate to contact me at (505) 246-1600 ext. 219. Thank you very much.

Sincerely,  
INTERA Inc.

Joseph J. Tracy  
Project Manager

PO 04-199-001258  
OK to pay  
Ed Martin  
9/8/04

Enclosure: Invoice No. 07-04-47 with back-up



**Intera Incorporated**  
9111A Research Boulevard  
Austin, Texas 78758  
Telephone: 512 425 2000  
Fax: 512 425 2099

---

New Mexico Oil Conservation Division  
Sally Martinez  
1220 South St Francis Drive  
Santa Fe NM 87505  
Contract# 40-805-18283  
PO# 408050918283

---

August 10, 2004  
Invoice No: 07-04-47  
Project No: NMO-ARA

---

**Professional Services**

<b>Task 5. Project Coordination and Fieldwork Preparation</b>	\$3,460.00	
<b>Task 6. Map Buried Utilities (1-Call) Utility Locate</b>	260.00	
<b>Task 7. Field Investigation: Complete Soil Borings/Monitoring Well</b>	28,262.98	
<b>Task 9. Preparation of a Final Report</b>	880.00	
<b>Total</b>		\$32,862.98
<b>NMGRT 6.0625%</b>		1,992.32
<b>TOTAL INVOICE</b>		<b>\$34,855.30</b>

total w/tax	310,388.85
cumulative total w/tax	34,889.25
balance w/tax	275,499.60

**Please remit payment to: INTERA Inc**  
**9111A Research Blvd.**  
**Austin, TX 78758**

New Mexico Oil Conservation Division  
 Sally Martinez  
 1220 South St Francis Drive  
 Santa Fe NM 87505  
 Contract# 40-805-18283  
 PO# 408050918283

August 10, 2004  
 Invoice No: 07-04-47  
 Project No: NMO-ARA

<b>Task 5. Project Coordination and Fieldwork Preparation</b>					
<b>Professional Services</b>	<b>Contract Line Item</b>	<b>Rate</b>	<b>Unit</b>	<b># of Units</b>	<b>Total</b>
Principal	0001	115.00	hour	2	\$ 230.00
Senior Scientist/Engineer	0002	80.00	hour	40	\$ 3,200.00
Staff Scientist/Engineer	0004	60.00	hour	0.5	\$ 30.00
Field Technician II	0005	57.00	hour		\$ -
<b>Subtotal Professional Labor</b>					<b>\$ 3,460.00</b>
<b>SUBTOTAL TASK 5:</b>					<b>\$ 3,460.00</b>
<b>NMGRT @ 6.0625%</b>					<b>\$ 209.76</b>
<b>GRAND TOTAL TASK 5:</b>					<b>\$ 3,669.76</b>
<b>Task 6. Map Buried Utilities (1-Call) Utility Locate</b>					
<b>Professional Services</b>	<b>Contract Line Item</b>	<b>Rate</b>	<b>Unit</b>	<b># of Units</b>	<b>Total</b>
Senior Scientist/Engineer	0002	80.00	hour	0.5	\$ 40.00
Draftsperson II (Figures, Cross Sections)	0007	55.00	hour	4	\$ 220.00
<b>Subtotal Professional Labor</b>					<b>\$ 260.00</b>
<b>SUBTOTAL TASK 6:</b>					<b>\$ 260.00</b>
<b>NMGRT @ 6.0625%</b>					<b>\$ 15.76</b>
<b>GRAND TOTAL TASK 6:</b>					<b>\$ 275.76</b>
<b>Task 7. Field Investigation: Complete Soil Borings/Monitoring Well Installation</b>					
<b>Professional Services</b>	<b>Contract Line Item</b>	<b>Rate</b>	<b>Unit</b>	<b># of Units</b>	<b>Total</b>
Principal	0001	115.00	hour		\$ -
Senior Scientist/Engineer	0002	80.00	hour	19.5	\$ 1,560.00
Project Scientist/Engineer	0003	60.00	hour	80	\$ 4,800.00
Hourly Secretary	0010	30.00	hour		\$ -
<b>Subtotal Professional Labor</b>					<b>\$ 6,360.00</b>
<b>Expenses</b>	<b>Contract Line Item</b>	<b>Rate</b>	<b>Unit</b>	<b># of Units</b>	<b>Total</b>
Well Completion and Development (Drill Crew) - Foreman	0005	57.00	hour	41	\$ 2,337.00
Well Completion and Development (Drill Crew) - Laborer	0006	47.00	hour	41	\$ 1,927.00
Mobilization of Equipment	0047	2.25	mile	1,250	\$ 2,812.50
Preparation of Drill Rig	0055	120.00	hour	3	\$ 360.00
Hollow-Stem Auger Drilling (Small to Medium Size Rig)	0048	14.00	foot	540	\$ 7,560.00
Well Installation - 2" blank PVC, 10 foot sections	0031	13.00	10 feet	25	\$ 325.00
Well Installation - 2" screen, 10 foot sections	0030	15.75	10 feet	6	\$ 94.50
Filter Pack Sand	0035	9.75	50 lb bag	45	\$ 438.75
Locking Cap	0058	13.00	each	3	\$ 39.00
Bentonite Pellets per 50 lb. Bucket	0036	30.00	50 lb bkt	7	\$ 210.00
Pick-Up Truck - Drilling Company	0053	70.00	day	8	\$ 560.00
Additional Support Truck	0053	70.00	day	8	\$ 560.00
Per Diem - Drill Crew	0043	65.00	day	21	\$ 1,365.00
Grout Wells and Borings	"At Cost"	2.13	foot	465	\$ 989.99
Flush-Threaded End Cap	"At Cost"	7.00	each	3	\$ 21.00
Locks	"At Cost"	8.10	each	3	\$ 24.30
Three-Foot Stick-Up Steel Cover	"At Cost"	110.00	each	3	\$ 330.00
Combination Water Quality Meter	0013	20.00	day	5	\$ 100.00
Fluid Level Detector	0019	10.00	day	5	\$ 50.00
OVM PID/FID	0021	20.00	day	5	\$ 100.00
Pick-Up Truck (INTERA)	0053	70.00	day	5	\$ 350.00
Per Diem - INTERA	0043	65.00	day	5	\$ 325.00
Peristaltic Sampling Pump with 3/8 inch Tubing	0060	45.00	day		\$ -
Submersible Pump	"At Cost"	56.67	day	3	\$ 170.01
Sampling Tubing for Submersible Pump	"At Cost"	0.40	foot	330	\$ 109.45



INTERA Generator	"At Cost"	35.00	day	1	\$	35.00
Oakton pH/Conductivity/Temperature Meter	0013	20.00	day	3	\$	60.00
INTERA Grundfos Controller Box	"At Cost"	35.00	day	1	\$	35.00
Field Titration Kit	"At Cost"	614.48	project	1	\$	614.48
<b>Subtotal Expenses</b>					\$	<b>21,902.98</b>
<b>SUBTOTAL TASK 7:</b>					\$	<b>28,262.98</b>
<b>NMGRT @ 6.0625%</b>					\$	<b>1,713.44</b>
<b>GRAND TOTAL TASK 7:</b>					\$	<b>29,976.42</b>

**Task 8. Field Investigation: Soil Remediation**

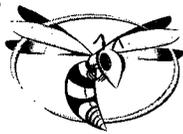
Professional Services	Contract Line Item	Rate	Unit	# of Units	Total
Principal	0001	115.00	hour		\$ -
Senior Scientist/Engineer	0002	80.00	hour		\$ -
Project Scientist/Engineer	0003	60.00	hour		\$ -
Hourly Secretary	0010	30.00	hour		\$ -
<b>Subtotal Professional Labor</b>					\$ -
Expenses	Contract Line Item	Rate	Unit	# of Units	Total
Project Manager - Env. Services Contractor	0003	70.00	hour		\$ -
Field Technician II - Env. Services Contractor	0005	57.00	hour		\$ -
Field Technician I - Env. Services Contractor	0006	47.00	hour		\$ -
Trackhoe - Medium Duty	0029	500.00	day		\$ -
Personal Vehicle Mileage - Env. Services Contractor	0042	0.32	mile		\$ -
Per Diem - Env. Services Contractor	0043	65.00	day		\$ -
Mobilization of Equipment	0047	3.50	mile		\$ -
Water Truck	0052	300.00	day		\$ -
Pick-Up Truck - Env. Services Contractor	0053	70.00	day		\$ -
Disposal of Contaminated Solids/Soils	"At Cost"	12.00	yard		\$ -
Clean Soil for Backfill	"At Cost"	1.00	yard		\$ -
DS Dozer	"At Cost"	450.00	day		\$ -
721 Loader	"At Cost"	425.00	day		\$ -
Fuel for Equipment/Trucks - Env. Services Contractor	"At Cost"	400.00	day		\$ -
Transportation of Contaminated Soils - Env. Services Subcon.	"At Cost"	65.00	hour		\$ -
84" Padfoot (Sheep's-Foot) Roller	"At Cost"	200.00	day		\$ -
OVM PID/FID	0021	20.00	day		\$ -
Pick-Up Truck (INTERA)	0053	70.00	day		\$ -
Per Diem - INTERA	0043	65.00	day		\$ -
Field Titration Kit (chloride only)	"At Cost"	278.00	each		\$ -
<b>Subtotal Expenses</b>					\$ -
<b>SUBTOTAL TASK 8:</b>					\$ -
<b>NMGRT @ 6.0625%</b>					\$ -
<b>GRAND TOTAL TASK 8:</b>					\$ -

**Task 9. Preparation of a Final Report**

Professional Services	Contract Line Item	Rate	Unit	# of Units	Total
Principal	0001	115.00	hour		\$ -
Senior Scientist/Engineer	0002	80.00	hour		\$ -
Staff Scientist/Engineer	0004	60.00	hour		\$ -
Field Technician II	0005	57.00	hour		\$ -
Draftsperson II (Figures, Cross Sections)	0007	55.00	hour	16	\$ 880.00
Administrator (Technical Editor)	0009	55.00	hour		\$ -
<b>Subtotal Professional Labor</b>					\$ 880.00
<b>SUBTOTAL TASK 9:</b>					\$ 880.00
<b>NMGRT @ 6.0625%</b>					\$ 53.35
<b>GRAND TOTAL TASK 9:</b>					\$ 933.35

<b>PROJECT GRAND TOTAL:</b>					\$	<b>34,855.29</b>
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# YELLOW JACKET

DRILLING SERVICES

Field Investigation: Drilling - Invoice # YJD-040395NM					
Expenses	Contract Line Item	Rate	Unit	# of Units	Total
Well Completion and Development (Drill Crew) - Foreman	0005	57.00	hour	41	\$ 2,337.00
Well Completion and Development (Drill Crew) - Laborer	0006	47.00	hour	41	\$ 1,927.00
Mobilization of Equipment	0047	2.25	mile	1250	\$ 2,812.50
Preparation of Drill Rig	0055	120.00	hour	3	\$ 360.00
Hollow-Stem Auger Drilling (Small to Medium Size Rig)	0048	14.00	foot	540	\$ 7,560.00
Well Installation - 2" blank PVC, 10 foot sections	0031	13.00	10 foot	25	\$ 325.00
Well Installation - 2" screen PVC, 10 foot sections	0030	15.75	10 foot	6	\$ 94.50
Filter Pack Sand	0035	9.75	50 lb bag	45	\$ 438.75
Locking Cap	0058	13.00	each	3	\$ 39.00
Bentonite Pellets per 50 lb. Bucket	0036	30.00	50 lb bucket	7	\$ 210.00
Pick-Up Truck - Drilling Company	0053	70.00	day	8	\$ 560.00
Additional Support Truck	0053	70.00	day	8	\$ 560.00
Per Diem - Drill Crew	0043	65.00	day	21	\$ 1,365.00
Grout Wells and Borings	"At Cost"	2.129	foot	465	\$ 989.99
Flush-Threaded End Cap	"At Cost"	7.00	each	3	\$ 21.00
Locks	"At Cost"	8.10	each	3	\$ 24.30
Three-foot Stick-up Steel Cover	"At Cost"	110.00	each	3	\$ 330.00
<b>TOTAL Drilling (Yellow Jacket, Gilbert, AZ)</b>					<b>\$ 19,954.04</b>

OK J. J. J. J. 4/10/04

NM20-ALA-01-07



**Drilling Equipment Supply**  
 3810 E. Anne St. Phoenix, AZ. 85040  
 602-437-1776 Fax 602-437-1845

Invoice

**SOLD TO:** Yellow Jacket  
 P.O. Box 801  
 Gilbert, AZ, 85229  
**ATTN:** Paul  
**FAX:**

**Date:** 8/10/2004  
**Reference:**

**Terms:** net 30

**SHIP:** Truck

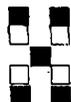
**F.O.B.:** Factory/Phoenix

Item #	Quantity	Part Number	Description	Unit Price	Extended Price
1	3		2" FM BOTTOM CAP	\$ 7.00	21.00
2	3		LOCKS KEYED ALIKE	\$ 8.10	24.30
3	3		8" X 5' LOCKING HOLE COVER	\$ 110.00	330.00
4	108		PORTLAND CEMENT	\$ 7.95	858.60
5	12		GROUTWELL DF	\$ 10.96	131.52
<b>Subtotal USD</b>					<b>\$1,365.42</b>

"AT COST" NEW INSTALLATION ITEMS

- ① CAPS
- ② LOCKS
- ③ Well COVERS
- ④ GROUT / PORTLAND CEMENT

ATTN/  
 PAUL



# Hall Environmental Analysis Laboratory

## INVOICE

<b>INVOICE #:</b> 0407000	<b>INVOICE DATE:</b> 7/9/2004
<b>NAME:</b> Intera, Inc.	<b>PROJECT:</b> <i>ARAWO</i>
<b>ADDRESS:</b> 6501 Americas Parkway NE #820 Albuquerque, NM 87110	<b>PROJECT MANAGER:</b> <i>Joe Tracy</i>
<b>ATTENTION:</b> Accounts Payable	

NUMBER OF SAMPLES	TESTS	STANDARD PRICE PER SAMPLE	RUSH CHARGE IF APPLICABLE (%)	TOTAL
3	Cases of Soil Jars	\$24.00		\$72.00
<i>OK 7/17/04 7/19/04</i> <i>NM0 - ARA - 01 - 07</i>				<i>Joe</i>
<b>PROJECT DISCOUNT IF APPLICABLE (%)</b>				
			<i>Sub-Total</i>	72.00
			<i>Tax</i>	
<b>TOTAL DUE \$</b>				<b>72.00</b>

**PLEASE REMIT TO:**

Hall Environmental Analysis Laboratory Inc.  
4901 Hawkins NE, Suite D  
Albuquerque, NM 87109  
(505) 345-3975

*FIELD TITRATION KIT*

Payment under net 30 terms.



**Fisher Scientific**

REMI

ACCT# 842263-001  
DEPT. CH 10119  
PALATINE IL  
60055-0119

INQUIRE AT: (800) 7000  
9999 VETERANS MEMORIAL DR  
HOUSTON TX  
77038-2499

D-U-N-S-00-432-1519

ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER

INV. DATE

7513267

NMO-ARA-01-07

07/02/2004

ORDER NO. H41833917	ACCOUNT NO. 842263-001	CSO HUS	F.O.B. SHIPPING POINT	ORDER ENTRY DATE 07/01/2004	PAGE 1	DUPLICATE
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SOLD TO:

SHIP TO:

INVOICE TYPE:

INTERA INC  
ONE PARK SQUARE  
6501 AMERICAS PARKWAY NE  
SUITE 820  
ALBUQUERQUE NM 87110

J. TRACY  
INTERA INC  
ONE PARK SQUARE  
6501 AMERICAS PARKWAY NE  
SUITE 820  
ALBUQUERQUE NM 87110

NOR FON CON

THIS IS A  
PARTIAL   
SHIPMENT

DUE: 08/01/2004  
TERMS: NET 30 DAYS FROM INVOICE DATE.  
PAYABLE IN U.S. CURRENCY.

Visit the Fisher Web Site: [www.fishersci.com](http://www.fishersci.com)

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-JOSEPH TRACY PHONE-505-246-1600				
SHIPMENT NBR: 003 FROM: DVR ON: 07/02/2004				
FB50MLTBE PF\PLAT\GRD\S 500CS RUSH SHPMT AUTHORIZATION JOSEPH TRACY	06 443 18	T 1 CS	152.64	152.64
MERCHANDISE SUBTOTAL				152.64
SALES TAX				8.48
SHIPPING		T		16.95
TOTAL INVOICE AMOUNT				178.07
(T) SUBJECT TO TAX.				
PLEASE USE REMIT TO ADDRESS ABOVE AND INCLUDE DEPT. NBR.				

1/25

Project #: ~~NMO-AAA-01-07~~  
Mgr. approval: *[Signature]*

FIELD TITRATION KIT

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE. THIS SHIPMENT WAS DELIVERED IN PERFECT CONDITION AND SIGNED FOR BY THE TRANSPORTATION COMPANY. CONSIGNORS RESPONSIBILITY CEASES UPON DELIVERY OF GOODS TO CARRIER. DO NOT ACCEPT SHIPMENT SHOWING EVIDENCE OF DAMAGE OR SHORTAGE UNTIL AGENT OF CARRIER ENDORSES NOTATION TO THIS EFFECT ON FACE OF TRANSPORTATION RECEIPT. WITHOUT THIS DOCUMENTARY EVIDENCE CLAIM CANNOT BE FILED. SELLER CERTIFIES THAT ALL GOODS (OR SERVICES) COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACTS OF 1938, AS AMENDED, AND OF THE REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.

THE PRICES SHOWN ON THIS INVOICE ARE NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME PRODUCTS MAY BE SUBJECT TO ADDITIONAL DISCOUNTS AGREED UPON BETWEEN THE PARTIES. SEE REVERSE SIDE



REMITTANCE: ACCT# 842263-001  
 DEPT. CH 10119  
 PALATINE IL 60055-0119

INQUIRE AT: (800) 7000  
 9999 VETERANS MEMORIAL DR  
 HOUSTON TX 77038-2499

D-U-N-S-00-432-1519

ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER

NMO-ARA-01-07

INV. DATE

07/01/2004

7478195

ORDER NO. H41833917	ACCOUNT NO. 842263-001	CSO HUS	F.O.B. SHIPPING POINT	ORDER ENTRY DATE 07/01/2004	PAGE 1	DUPLICATE
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SOLD TO:

INTERA INC  
 ONE PARK SQUARE  
 6501 AMERICAS PARKWAY NE  
 SUITE 820  
 ALBUQUERQUE NM 87110

SHIP TO:

J. TRACY  
 INTERA INC  
 ONE PARK SQUARE  
 6501 AMERICAS PARKWAY NE  
 SUITE 820  
 ALBUQUERQUE NM 87110

INVOICE TYPE:  
 NOR FON CON

THIS IS A  
 PARTIAL  SHIPMENT

DUE: 07/31/2004  
 TERMS: NET 30 DAYS FROM INVOICE DATE.  
 PAYABLE IN U.S. CURRENCY.

Visit the Fisher Web Site: [www.fishersci.com](http://www.fishersci.com)

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-JOSEPH TRACY PHONE-505-246-1600				
SHIPMENT NBR: 001 FROM: CHS ON: 07/01/2004				
COMPACT SCALE 2000GX1.0G RUSH SHPMT AUTHORIZATION JOSEPH TRACY	01 919 34	T 1 EA	101.37	101.37
SHIPMENT NBR: 002 FROM: DVR ON: 07/01/2004				
DISPENSER VAR VOL LDPE 25ML RUSH SHPMT AUTHORIZATION JOSEPH TRACY	13 683 55	T 1 EA	9.79	9.79
MERCHANDISE SUBTOTAL				111.16
SALES TAX				7.23
SHIPPING		T		33.33
TOTAL INVOICE AMOUNT				151.72
(T) SUBJECT TO TAX.				
PLEASE USE REMIT TO ADDRESS ABOVE AND INCLUDE DEPT. NBR.				

Project #: ~~NMO-ARA-01-07~~  
 Mgr. approval: *[Signature]*  
 FIELD TITRATIONS KIT

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE. THIS SHIPMENT WAS DELIVERED IN PERFECT CONDITION AND SIGNED FOR BY THE TRANSPORTATION COMPANY. CONSIGNORS RESPONSIBILITY CEASES UPON DELIVERY OF GOODS TO CARRIER. DO NOT ACCEPT SHIPMENT SHOWING EVIDENCE OF DAMAGE OR SHORTAGE UNTIL AGENT OF CARRIER ENDORSES NOTATION TO THIS EFFECT ON FACE OF TRANSPORTATION RECEIPT. WITHOUT THIS DOCUMENTARY EVIDENCE CLAIM CANNOT BE FILED. SELLER CERTIFIES THAT ALL GOODS (OR SERVICES) COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACTS OF 1938, AS AMENDED, AND OF THE REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.

THE PRICES SHOWN ON THIS INVOICE ARE NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME PRODUCTS MAY BE SUBJECT TO ADDITIONAL DISCOUNTS AGREED UPON BETWEEN THE PARTIES. SEE REVERSE SIDE

INTERA INC



Be Right™

INVOICE NUMBER: 3915771

DATE: 7/01/04

DETACH TOP PORTION & RETURN WITH PAYMENT TO:

Hach Company
2207 Collections Center Drive
Chicago, IL 60693
Phone: (800) 227-4224

INVOICE TOTAL: 169.69

\*\*\*\*\*
\*Have you ordered online?
\* Order at WWW.HACH.COM
\*New! WWW.HACHODYSSEY.COM
\*\*\*\*\*

39157714 002954782 00000016969 070104

ORIGINAL INVOICE

DETACH HERE

ORIGINAL INVOICE

PAGE 1

SOLD TO

JOSEPH TRACY
INTERA INC
ONE PARK SQUARE
6501 AMERICAS PKWY STE 820
ALBUQUERQUE, NM 87110

SHIPPING TO

JOSEPH TRACY
INTERA INC
ONE PARK SQUARE
6501 AMERICAS PKWY STE 820
ALBUQUERQUE, NM 87110

Table with invoice details: INVOICE NO., PURCHASE ORDER NUMBER, TERMS, FREIGHT, CARRIER, ACCOUNT, REF. NO., and Remit to information.

These commodities are sold, packaged, marked and labeled for destinations in the United States. Exportation of these commodities may require special licensing, packaging, marking or labeling.

PRODUCT DESCRIPTION ITEM NO. QUANTITY UNIT PRICE EXTENDED PRICE

-- MATERIAL SHIPPED --

Table listing items: TEST KIT CHLORIDE, MODEL TEST STRIPS 2751340; TEST KITS CHLORIDE, MODEL TEST STRIP 2744940; POLYPROPYLENE BEAKER, 150 ML, LOW FORM, WITH POUR SPOUT 108044.

505-246-1600
JOSEPH TRACY
Joseph Tracy
\*ECOMMERCE

Handwritten signature/initials

Handwritten notes: OK 7/19/04, NMO-ARA-01-07, 7/12/04

Summary table: SUBTOTAL, SHIPPING CHARGES NEW MEXICO, INVOICE TOTAL, and FIELD TITRATION KIT 131.60.

For order discrepancies or product exchanges please call 1-800-227-4224 to obtain Return Authorization.



FEDERAL TAX #42-0704420

INTERA INC



Be Right™

INVOICE NUMBER: 3929584

DATE: 7/15/04

DETACH TOP PORTION & RETURN WITH PAYMENT TO:

Hach Company
2207 Collections Center Drive
Chicago, IL 60693
Phone: (800) 227-4224

INVOICE TOTAL: 43.00

\*\*\*\*\*
\*Have you ordered online ??
\* Order at WWW.HACH.COM \*
\*New! WWW.HACHODYSSEY.COM \*
\*\*\*\*\*

39295845 002954782 00000004300 071504

ORIGINAL INVOICE

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ORIGINAL INVOICE

PAGE 1

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INTERA INC
ONE PARK SQUARE
6501 AMERICAS PKWY STE 820
ALBUQUERQUE, NM 87110

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INTERA INC
ONE PARK SQUARE
6501 AMERICAS PKWY STE 820
ALBUQUERQUE, NM 87110

8/10

Table with invoice details: INVOICE NO., PURCHASE ORDER NUMBER, TERMS, FREIGHT, CARRIER, ACCOUNT, REF. NO., and Remit to information.

These commodities are sold, packaged, marked and labeled for destinations in the United States. Exportation of these commodities may require special licensing, packaging, marking or labeling.

PRODUCT DESCRIPTION ITEM NO. QUANTITY UNIT PRICE EXTENDED PRICE

-- MATERIAL SHIPPED --

TEST KITS CHLORIDE, MODEL TEST STRIP 2744940 1 31.95000 31.95
RANGE 30-600 PPM

505-246-1600
JOSEPH TRACY
\*ECOMMERCE

SUBTOTAL 31.95
SHIPPING CHARGES 9.00
NEW MEXICO 5.00% 2.05
INVOICE TOTAL 43.00

Project #: NMO-ARA-01-07
Mgr. approval: [Signature] 7/20/04
FIELD TITRATION KIT

For order discrepancies or product exchanges please call 1-800-227-4224 to obtain Return Authorization.



1791 Kaiser Ave.  
 Irvine, CA 92614  
 1(800) 201-8150  
 Tel: (949) 757-0353  
 Fax: (949) 757-0363  
 www.envirosupply.net

# Invoice

Customer No.: 03INTERA

Invoice No.: 79991

**Bill To: INTERA**  
 6501 AMERICAS PKWY NE  
 SUITE 820  
 ALBUQUERQUE, NM 87110

**Ship To: INTERA**  
 6501 AMERICAS PKWY NE  
 SUITE 820  
 ALBUQUERQUE, NM 87110

Date	Ship Via	Contact Name	Terms
07/29/04	RED	JOE TRACY	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
	07/28/04	ARIZONA RENTALS	16204

Reg	Quantity	Item Number	Description	Serial Number	Unit Price	Amount
Shipped	B.O.					
1	1	15830	GRUNDFOS PUMP REEL	1435	170.00	170.00
1	1	16352	PH/CON/TEMP METER OAKTON	94462	60.00	60.00

RENTAL PERIOD:  
 07/14/04-07/19/04  
 TWO DAY RENTAL

NOTE: \$30.00 TAKEN OFF OF  
 ORIGINAL SHIPPING COST DUE  
 TO OUR DELIVERY MISTAKE.

Invoice subtotal	230.00
Freight charges	20.00
Invoice total	250.00

THANK YOU FOR CHOOSING ENVIROSUPPLY & SERVICE

*NMO-ARA-01-07*

*[Signature]* 8/2/04

*2185*

Thank You

## EQUIPMENT CHARGE-OUT FORM

Project Name: ARAHO

Project No: NMO-ARA-01-07

<b>DIGITAL CAMERA</b>				
	day	25.00	\$	-
	week	90.00	\$	-
	month	270.00	\$	-
<b>Ground-Water &amp; NAPL Monitoring:</b>				
Oakton pH / Con 300	day	25.00	\$	-
	week	70.00	\$	-
	month	200.00	\$	-
YSI pH/mv Meter	day	15.00	\$	-
	week	40.00	\$	-
	month	120.00	\$	-
Electrical Conductivity Meter	day	15.00	\$	-
	week	40.00	\$	-
	month	120.00	\$	-
HYDAC pH, elec. conductivity, temp. meter	day	20.00	\$	-
	week	60.00	\$	-
	month	180.00	\$	-
YSI pH, elec. conductivity, temp. meter	day	40.00	\$	-
	week	90.00	\$	-
	month	220.00	\$	-
Sonde & Flow Cell Kit w/Data Logger (QED's FC4000) (comes w/pH, cond., temp., eH, & DO probes)	day	125.00	\$	-
	week	450.00	\$	-
	month	1400.00	\$	-
Water Level Indicator	day	20.00	\$	-
	week	65.00	\$	-
	month	200.00	\$	-
Heron Interface Probe	day	35.00	\$	-
	week	125.00	\$	-
	month	400.00	\$	-
Interface Probe / PSH Pump	day	60.00	\$	-
	week	200.00	\$	-
	month	600.00	\$	-
Dedicated Total Depth Tape w/ Weight (100')	day	10.00	\$	-
	week	30.00	\$	-
	month	90.00	\$	-
Bailer 1.5"x 3' (reusable or for each disposable)	day	5.00	\$	-
Bailer 1.5"x 4' (reusable or for each disposable)	day	6.00	\$	-
Bailer 3"x 3' (reusable or for each disposable)	day	12.00	\$	-
Surge Block (2" or 4") with ~35' of riser	day	15.00	\$	-
Dissolved Oxygen Meter (needs YSI probe)	day	35.00	\$	-
	week	125.00	\$	-
Dissolved Oxygen Titration Kit	sample	5.00	\$	-
Ferrous (or Total) Iron Titration Kit	sample	5.00	\$	-
MLS downhole water sampler	week	300.00	\$	-
	month	1000.00	\$	-
Automated Stream Selector**	week	95.00	\$	-
(minimum 1 week rental to cover preparation cost)	month	360.00	\$	-
Bromide Selective Electrode	week	75.00	\$	-
	month	250.00	\$	-

## EQUIPMENT CHARGE-OUT FORM

Project Name: ARAHO

Project No: NMO-ARA-01-07

	<b>Pumps (above ground, gas or electric):</b>				
	Semi-trash Pump (1/2-2")	day	35.00		\$ -
		week	125.00		\$ -
	Portable Peristaltic Sampling Pump (<0.5 gpm)	day	45.00		\$ -
		week	150.00		\$ -
		month	450.00		\$ -
	LMI Injection Pump (small)	week	50.00		\$ -
		month	150.00		\$ -
	LMI Injection Pump (large)	week	75.00		\$ -
		month	225.00		\$ -
	Gear Pump (Surfactant Metering)	week	75.00		\$ -
		month	225.00		\$ -
	Franklin Electric 3/4 HP Centrifugal Pumps	day	5.00		\$ -
		week	15.00		\$ -
		month	50.00		\$ -
	Peristaltic Pump Drive & Head (fixed flow rate) (different heads are available for a range of gpm)	day	5.00		\$ -
		week	15.00		\$ -
		month	50.00		\$ -
	Centrifugal Pump (different models and flow ranges available)	day	10.00		\$ -
		week	25.00		\$ -
		month	80.00		\$ -
	Jet Pump	week	20.00		\$ -
		month	65.00		\$ -
	<b>Pumps (above ground, pneumatic):</b>				
	Double Diaphragm Pump (large size, 1.25" intake)	day	35.00		\$ -
		week	115.00		\$ -
		month	345.00		\$ -
	Double Diaphragm Pump (small size, 1/2" intake)	day	20.00		\$ -
		week	60.00		\$ -
		month	180.00		\$ -
	Pressure Booster Pump (adds 10-60 psi to 20 gpm)	week	25.00		\$ -
		month	75.00		\$ -
	<b>Pumps (submersible, pneumatic):</b>				
	CEE Canister Pumps w/Controller	week	80.00		\$ -
		month	250.00		\$ -
	Solinst pneumatic pump controller	week	115.00		\$ -
		month	350.00		\$ -
	Solinst pneumatic pump (1.66" X 2 ft)	week	45.00		\$ -
		month	125.00		\$ -
	Solinst pneumatic bladder pump (1.0" X 2 ft)	week	35.00		\$ -
		month	100.00		\$ -
	AP-4 pneumatic pump	week	80.00		\$ -
		month	250.00		\$ -
	<b>Pumps (submersible, electric):</b>				
	Grundfos Redi-flo 2 (2" pump) w/Reel & Controller	day	70.00		\$ -
		week	300.00		\$ -
		month	875.00		\$ -
7/15/04	Grundfos Controller Box (if used separately)	day	35.00	1	\$ 35.00
		week	100.00		\$ -

## EQUIPMENT CHARGE-OUT FORM

Project Name: ARAHO

Project No: NMO-ARA-01-07

	4" Submersible Electric Pump (must be wired at site)	day	75.00		\$	-
	(different models and flow ranges)	week	200.00		\$	-
		month	700.00		\$	-
	MiniPurger pump w/ car battery	day	20.00		\$	-
		week	75.00		\$	-
	SuperPurger pump w/ car battery	day	35.00		\$	-
		week	125.00		\$	-
	<b>Miscellaneous Equipment:</b>					
	Generator (Honda EM5000SX) w/voltage regulator	day	45.00		\$	-
		week	150.00		\$	-
		month	450.00		\$	-
7/15/04	Generator (Coleman 5000 ER)	day	35.00	1	\$	35.00
		week	115.00		\$	-
		month	350.00		\$	-
	Air Compressor (Campbell Hausfeld)	day	25.00		\$	-
	(3 gal, 125 psi, works w/ Well Wizard)	week	80.00		\$	-
		month	240.00		\$	-
	Pressure Washer	day	35.00		\$	-
	Wet-Vac Vacuum	day	10.00		\$	-
	Rotary Hammer (w/4" core bit & ground rod driver)	day	40.00		\$	-
		week	120.00		\$	-
	Drum Handler (use with forklift or etc.)	day	15.00		\$	-
		week	50.00		\$	-
	Drum Dolly	day	15.00		\$	-
		week	50.00		\$	-
	Swing Sampler (telescopes to 24 ft., for liquid & sludge)	day	25.00		\$	-
		week	80.00		\$	-
	Survey Equipment (rod, tripod, level, wheel)	day	85.00		\$	-
		week	250.00		\$	-
	GPS (Garmin 12) Hand Held Unit (two available)	day	7.00		\$	-
7/11 to 7/18		week	25.00		\$	-
7/11 to 7/18	Level C or D Health & Safety supplies (per person)	day	10.00		\$	-
7/11 to 7/18	Decontamination supplies	day	5.00		\$	-
7/11 to 7/18	Small Tool Kit (minimum of one week rental)	week	10.00		\$	-
	<b>Air Monitoring:</b>					
	Hnu PID Meter with 10.6 eV lamp	day	65.00		\$	-
7/11 to 7/18		week	200.00		\$	-
		month	700.00		\$	-
	Q-Rae CGI Multi-Gas Meter	day	50.00		\$	-
		week	150.00		\$	-
		month	500.00		\$	-
	MiniRae Plus PID Meter with 11.7 eV lamp	day	70.00		\$	-
		week	225.00		\$	-
		month	750.00		\$	-
	Gas-Tech LEL/O2 Meter (%/ppm)	day	50.00		\$	-
		week	150.00		\$	-
		month	500.00		\$	-
	Vacuum Gauges for Soil Venting	day	15.00		\$	-

EQUIPMENT CHARGE-OUT FORM

Project Name: ARAHO

Project No: NMO-ARA-01-07

Air Sampling Pump	day	20.00	\$ -
	week	65.00	\$ -
Air Cadet Press./Vacuum Pump	week	20.00	\$ -
Constant Flow Air Monitor	week	15.00	\$ -
Anemometer	day	15.00	\$ -
<b>Soil Sampling:</b>			
PetroFLAG hydrocarbon test kit for soil	sample	15.00	\$ -
HACH field test kit	day	15.00	\$ -
Stainless Steel Hand Auger Kit w/Travel Bag	day	30.00	\$ -
Cohesionless Soil Sampler	day	65.00	\$ -
	week	250.00	\$ -
Soil Sample Coring Device	day	10.00	\$ -
Clear PVC Sample Tubes	each	12.00	\$ -
Aluminum Sample Tubes	each	30.00	\$ -
Sample Tube Caps	pair	2.00	\$ -
Concord Hydraulic Sampler (mounts to tractor)	day	20.00	\$ -
	week	80.00	\$ -
	month	300.00	\$ -
2" by 4' Concord probe	each	250.00	\$ -
2" by 2' Concord probe	each	230.00	\$ -
2" by 1' Concord probe	each	200.00	\$ -
2" Concord tips	each	50.00	\$ -
2" by 4' acetate sleeves	each	1.90	\$ -
caps for 2" sleeves	pair	0.50	\$ -
Balance	day	5.00	\$ -
	week	25.00	\$ -
Stir Plate	week	15.00	\$ -
Hand Augher	day	15.00	\$ -

FORM TOTAL \$ 70.00

Employee/User Name (Printed): J. J. J.

Date: 8/9/04

PM Signature of Approval: J. J. J.

Date: 8/9/04

# LOWE'S

ALBUQUERQUE, NM  
(505) 797-4666

-SALE-

SALES #: S0756FP2 753166 07-09-04

84981 2X6X12 ACQ TOP CH	8.94
3 CUTTING CHARGE	0.50
2 @ 0.25	
1 1/2" POLY BLACK T	39.92
4 @ 9.98	
3/8 DIA HD BRAD NYLN	23.88
3 @ 7.96	
2466 1/2X1/2HD BARB S	2.07
3 @ 0.69	
1/4-5/8" CLAMP 2PK	2.64
3 @ 0.88	
SS 200CT RAB S IN	9.27
10'X100' BLACK EC	15.97

SUBTOTAL: 103.19  
TAX 32556 : 6.26  
DICE 27462 TOTAL: 109.45

BALANCE DUE: 109.45

VISA : 109.45

VISA

"AT COST" RECEIPT

## SAMPLING SUPPLIES

- ① SAMPLE TUBING, CLAMPS, BARBS
- ② BLACK PLASTIC
- ③ WELL FORMS



**Intera Incorporated**  
One Park Square, Suite 820  
6501 Americas Parkway NE  
Albuquerque, NM 87110  
Telephone: 505 246 1600  
Fax: 505 246 2600

May 27, 2004

Ms. Martyne J. Kieling  
Environmental Geologist  
New Mexico Oil Conservation Division  
1220 South Saint Francis Drive  
Santa Fe, NM 87505

**RE: Transmittal of Proposal: Phase II Investigation and Remediation, Araho, Inc.,  
Former Injection Well Disposal Facility, Lea County, New Mexico**

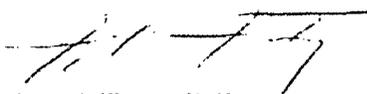
Ms. Kieling:

INTERA Inc. (INTERA) appreciates the opportunity to provide the New Mexico Oil Conservation Division (NMOCD) with the enclosed proposal. The proposal has been prepared for the Phase II investigation and remediation of the Araho, Inc. former injection well disposal facility located in Lea County, New Mexico. We have based our proposal on the scope of work that you provided in an email dated May 18, 2004 and a conference call that INTERA had with you and Mr. Ed Martin on May 20, 2004. Attached to this letter are two copies of our proposal which include the INTERA scope of work describing how INTERA will complete the NMOCD project and a cost estimate. All costs will be invoiced on a time and materials basis; a reduction in time and/or materials taken to complete the project would result in a reduction in the final cost to complete the project.

INTERA will perform the proposed work under the terms of the contract between INTERA and the State of New Mexico General Services Department, Contract No. 40-805-09-18283.

Again, we thank you for the opportunity to bid on this project and we hope that you will consider INTERA for future projects where the services of a responsive and quality consulting firm are needed. If you have any questions regarding the attached proposal, please do not hesitate to contact us at (505) 246-1600.

Sincerely,  
INTERA Inc.



Joseph Tracy, R.G.  
Senior Project Geologist



Ms. Stacy Sabol  
Principal

Enclosures

*Scope of Work and Cost Proposal*

*PHASE II INVESTIGATION AND  
REMEDIATION*

*ARAHO INC. Former Injection Well Disposal  
Facility, Lea County, New Mexico*



**Submitted to:**

**State of New Mexico Energy, Minerals  
& Natural Resources Department  
New Mexico Oil Conservation Division**

**Submitted by:**



**INTERA Incorporated  
One Park Square, 6501 Americas Parkway NE, Suite 820  
Albuquerque, New Mexico 87110**

**May 28, 2004**

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Attachments:

Cost Estimate Table  
Figure 1

## 1.0 INTRODUCTION

This scope of work (SOW) and cost estimate are being submitted for a Phase II investigation and cleanup event at the Araho, Inc. former injection well disposal facility (Site) in Lea County, New Mexico. The cleanup is to include the installation of monitoring wells and the excavation of soil that was determined to be contaminated with chlorides and hydrocarbons during the Phase I site investigation. This submittal is in response to an e-mailed SOW dated May 18, 2004, from Ms. Martyne J. Keiling of the New Mexico Oil Conservation Division (NMOCD) to Mr. Joseph Tracy of INTERA Inc. (INTERA). INTERA's work shall be performed in accordance with our State of New Mexico General Services Department (GSD) Contract No. 40-805-09-18283. Araho, Inc. is located in the NE/4 SE/4 of Section 1, Township 17 South, Range 36 East, NMPM, Lea County, New Mexico.

Basing our assumptions on the NMOCD SOW and a conference call conducted with the NMOCD Procurement Managers on May 20, 2004, INTERA has identified the following activities that will be performed during the investigation:

- Contact One-Call (New Mexico underground utility locating service) and map the buried pipelines and electrical hazards on the Site based upon the One-Call service markings.
- Provide daily email progress reports with photos and weekly summaries to the NMOCD Procurement Manager. The NMOCD Procurement Manager prior to June 3, 2004 will be Ms. Martyne J. Keiling and the NMOCD Procurement Manager after June 3, 2004 will be Mr. Edwin E. Martin.
- Install three groundwater monitoring wells at the Site. The groundwater monitoring wells will be installed with one monitoring well located hydraulically upgradient and two monitoring wells located hydraulically downgradient of the Site. Groundwater is assumed to be located at an approximate depth of 80 feet below ground surface (bgs) and groundwater flow direction, based on the SOW provided by the NMOCD, is assumed to be to the southeast. Each well will be completed to a total depth of 100 feet bgs and screened across the vadose zone/water table interface.
- Install three soil borings in the locations of the three highest chloride concentration identified in soil samples taken during the Phase I site investigation. Soil samples will be collected every five feet to the total depth of the soil boring, which is assumed to be the groundwater table depth of approximately 80 feet bgs. A field photoionization detector (PID) will be used as a screening tool for petroleum hydrocarbons in soil. A field titration kit will be used to analyze soil samples for chloride content. The depth at which soil samples are determined to be below 250 parts per million (ppm) chloride and below 100 ppm with the PID will be noted. The soil boring will be completed at the depth interval at which the soil samples are determined to be below 250 ppm chloride and 100 ppm petroleum hydrocarbons or 80 feet bgs, whichever is encountered first.

- Excavate the contaminated soil below the former locations of the aboveground storage tanks (AST) footprints and across the Site as identified in the Phase I site investigation (see Attachment K of the Phase I Site Investigation Report). Contaminated soils are to be excavated to the total depth that is feasible. For purposes of this SOW and cost estimate, INTERA has assumed that the contaminated soil from below the former AST footprints and across the Site will be excavated to a total depth of 4 feet bgs.
- Excavate the contaminated soil (if any) below the former pit and sump area. INTERA assumes that the contaminated soil (if any – to be determined) from below the former pit area will be excavated to a depth of 3 feet bgs and that the entire 150 feet by 150 feet area will need to be excavated.
- Dispose of hydrocarbon and chloride contaminated soil at a NMOCD approved facility. INTERA proposes that Gandy Marley, Inc. be utilized for soil disposal. For purposes of this SOW and cost estimate, INTERA has assumed that 7,800 cubic yards shall be disposed of offsite. INTERA has assumed that 50% of the soil (3,900 cubic yards) can be disposed of by landfarming and 50% (3,900 cubic yards) of the soil can be disposed of by landfilling. Gandy Marley, Inc. own and/or operate NMOCD approved landfarm and landfill soil disposal facilities.
- Determine the vertical extent of soil contamination by using the following NMOCD clean-up targets: 100 ppm total petroleum hydrocarbons (TPH), 50 ppm total benzene, toluene, ethyl benzene, and xylenes (BTEX), 10 ppm benzene, and 250 ppm chloride. A field PID will be used as a screening tool for petroleum hydrocarbons in soil. A field titration kit will be used as a field chloride screening tool. Final bottom of the excavation and side wall soil samples will be sent for laboratory analysis to confirm the concentration of TPH, BTEX, and chloride. INTERA understands that Pinnacle Laboratories, Trace Analysis, or Precision Labs will be contracted directly by the NMOCD to perform the laboratory confirmation sample analysis.
- If complete excavation is not feasible, INTERA will instruct the environmental services contractor to cap the unobtainable soil contamination with a minimum of one-foot of compacted clay or a 40 mil reinforced synthetic liner with a minimum of three feet of clean fill paced over the synthetic liner. For purposes of this SOW and cost estimate, INTERA has not provided costs for compacted clay or a synthetic liner at this time. INTERA is unable at this time to determine what areas (if any) will require a clay or synthetic cap.
- INTERA will instruct the environmental services contractor to backfill and compact all excavations with clean fill that is not unlike the background soils adjacent to the Araho Site. Clean fill will be placed in one-foot lifts and mechanically compacted. Compaction will be compacted to a minimum of 95%, and tested onsite. For purposes of this proposal, INTERA assumes that 10,140 cubic yards (30% more soil volume than what is proposed to be removed) be transported to the Site for placement as soil backfill.

- INTERA will prepare a final report which will contain 1) a volume of contaminated soil removed from the Site and disposal/reclamation company used; 2) volume of clean backhaul fill material used at the Site; 3) design of any synthetic or clay cap installed; 4) results of all analytical data gathered; and 5) a map and cross-sections showing the location and depth of excavations and concentrations of the bottom and side wall samples.

These activities are described in greater detail in Section 2.0.

### **Background Information**

According to the NMOCD SOW, Araho, Inc. operated from 1974 to 1993 as an injection well disposal facility. The Site is located in the NE quarter of the SE quarter of Section 1, Township 17 South, Range 36 East, Lea County, New Mexico. The surface is owned by the City of Lovington. The NMOCD has obtained an access agreement with the City of Lovington in order for the contract work to be performed. The facility has a large, lined waste holding pit. This pit is currently being remediated by Navajo Refinery. Navajo Refinery has contracted with Controlled Recovery Incorporated (CRI) to perform the pit remediation. The pit remediation is tentatively scheduled to be completed in late May, early June 2004.

INTERA performed a Phase I site investigation and limited site remedial activities at the Araho site in October 2003. Petroleum sludge material was removed from the Site, along with 8 ASTs and a significant amount of underground piping. It is believed that the majority of the underground piping was removed from the subsurface, although a limited amount of buried piping may still remain in place at the Site.

## **2.0 SCOPE OF WORK**

Based on the SOW requirements provided by the NMOCD, INTERA has developed the project SOW by dividing the activities into five distinct tasks. Task 1 will include project development and coordination. Task 2 will consist of contacting One-Call (to map subsurface utilities). Task 3 will incorporate the field activities associated with the drilling of soil borings and the monitoring well installation. Task 4 will include the remediation of petroleum hydrocarbon and chloride impacted soils at the Site. Task 5 will involve the preparation and transmittal of a summary report to the NMOCD.

### **2.1 Task 1: Project Development and Coordination**

A Phase I investigation and remediation event of the magnitude proposed requires adequate preparation and coordination. Task 1 will include the development of a project schedule, project budget tracking, preparation of a health and safety plan, and the preparation of an internal work plan. Task 1 will also include project management tasks and coordination with the NMOCD including daily email reports.

### **2.2 Task 2: Performance of a "One-Call" Utility Location**

INTERA will perform a New Mexico-required "One-Call" contact prior to the performance of any site work. The "One-Call" service should provide the locations of all known underground

buried utilities and electrical hazards at the Site. A site subsurface utility map based on the "One Call" markings will be generated for the Site. A copy of the Site utility location map will be included in the final report.

### **2.3 Task 3: Drilling of Soil Borings/Monitoring Well Installation**

The drilling of soil borings/monitoring well installation will include those activities described by the NMOCD as discussed in the NMOCD and INTERA conference call on May 20, 2004.

#### *Soil Borings*

The proposed soil boring locations are depicted on Figure 1.

An INTERA licensed subcontractor will perform the drilling of the soil borings and the installation of the three monitoring wells. The drilling subcontractor will be under the direct supervision of an INTERA geologist. The three (3) subsurface soil borings will be installed with an approximately 8-inch outside diameter (O.D.) hollow-stem auger. Soil samples will be collected at 5-foot intervals using a stainless steel split-spoon. The total depth of each subsurface soil boring is assumed to be 80 feet bgs. Upon completion, each subsurface soil boring will be abandoned by filling the annular space with grout using a mixture of neat cement and three to five percent bentonite. Soil samples will be screened using the PID and the field titration kit for petroleum hydrocarbons and chlorides, respectively. INTERA will screen the soil samples via New Mexico Petroleum Storage Tank Bureau headspace screening methods using the PID. The PID and titration results will be recorded in the field log book.

The depth at which soil samples are determined to be below 250 parts per million (ppm) chloride and below 100 ppm with the PID will be noted. The soil boring will be completed at the depth interval at which the soil samples are determined to be below 250 ppm chloride and 100 ppm petroleum hydrocarbons or 80 feet bgs, whichever is encountered first.

#### *Monitoring Well Installation*

The proposed monitoring well locations are depicted on Figure 1.

Each monitoring well soil boring will be advanced with an approximately 8-inch outside diameter hollow-stem auger. Soil samples will be collected every five feet for the first 50 feet using a stainless steel split-spoon. Each monitoring well will be completed with one 2-inch O.D. schedule 40 PVC well casing with threaded flush-joints. Each soil boring completed with a monitoring well will be completed to a depth of 100 feet bgs. INTERA anticipates that approximately 80 feet of blank casing and 20 feet of screen will be used to complete each monitoring well. Screen size should be 0.010-inch slot size and constructed of schedule 40 PVC. The bottom of each well shall be installed with a 5-foot silt trap set at a depth of approximately 95 to 100 feet bgs and will include a threaded cap. The 20-foot section of screen will be placed across the water table interface with 5 feet of the well screen above the water table and 15 feet of the well screen below the water table. The screen will span the depth of 75 to 95 feet. Annular material will include filter pack, bentonite hole-plug, and cement/bentonite grout. The filter pack

will be 16/30 silica sand and will be placed from the bottom of the soil boring to approximately two feet above the top of the well screen. The hole-plug will be coated bentonite pellets and will be placed approximately 2-3 feet thick above the filter pack. The remainder of the annular space will be grouted using a mixture of neat cement and three to five percent bentonite.

The surface completion is to include a concrete pad poured around a protective steel riser casing. The riser casing shall be 8-inch diameter steel and have a lockable cap. The protective casing will extend no more than 4 inches above the PVC well casing. A small vent/drain hole will be drilled in the riser casing just above the surface of the surrounding concrete apron. The apron will be formed concrete with dimensions of 2 by 2 feet square and a minimum thickness of 4 inches. Each monitoring well will include a water/vapor tight lockable cap and like-keyed locks for each monitoring well.

### *Well Development*

Each monitoring well will be developed using air lift pumps or equivalent. A minimum volume equivalent to 10 times the amount of water measured in each monitoring well casing will be pumped from each monitoring well, unless the well is pumped/bailed dry. An adequate amount of time will be allowed for the well to recharge prior to continuing the well purging. If the well continues to pump/bail dry and/or the well will not recharge in an adequate amount of time, well development will be considered complete. Under normal well recharge conditions, development will not be considered complete until water quality parameters have stabilized and the turbidity has been reduced to an acceptable level. INTERA will measure water quality parameters temperature, electric conductivity, and pH.

Recovered well fluids (well development water and decontamination water) will be discharged to the ground surface of the Site. Soil cuttings will be stockpiled on visquine and covered. The soil cuttings will be removed from the Site during the Site soil remediation activities.

### *Well Sampling*

INTERA will collect three groundwater samples and submit the groundwater samples to the contract laboratory for analysis of TPH, total BTEX, and chloride content. The groundwater samples will be collected using a sampling pump and/or bailer. The INTERA groundwater sampling Standard Operating Procedure will be followed for groundwater sample collection and transportation to the contract laboratory.

All soil boring and monitoring well locations will be documented using a hand-held GPS receiver and will be provided in the coordinate system specified by the NMOCD Project Manager. The GPS locations will be used to document the soil boring and monitoring well locations on the final site figures, to be included in the final report.

Should we add to this? WQCC List? Ask Bill

## 2.4 Task 4: Remediation of Petroleum Hydrocarbon and Chloride-Impacted Soils

The results of the soil boring investigation will help guide the excavation activities. The soil borings will be used to determine the vertical extent of petroleum hydrocarbon and chloride contamination. For purposes of this SOW and cost estimate, the vertical extent of the petroleum hydrocarbon and the chloride contamination is assumed to be four feet bgs in the areas of the site where ASTs and/or underground piping was present. The depth of petroleum hydrocarbon contaminated soil in the area of the pit is assumed to be a depth of 3 feet bgs. Actual site conditions may dictate that soil excavations may be greater than these proposed depths, in which case an amendment to the INTERA cost estimate will be required.

The table below was provided by the NMOCD Procurement Manager in order to assist INTERA to prepare the SOW and attached cost estimate. INTERA modified the table contents by estimating that all soil below the pit will have to be removed to a depth of 3 feet bgs and that the amount of clean fill to be placed at the site will be approximately 30% greater than the volume of contaminated soil removed from the Site.

ITEM	SIZE / VOLUME ESTIMATES
Facility Dimensions approx	293' x 410'
Phase I estimate of soil to be removed	5,300 cubic yards
Soil beneath the pit/sump area to be removed	2,500 cubic yards
Clean fill to be backhauled	10,140 cubic yards
Approximate former pit area size	150' x 150' x 4'6" (pit is above grade)

Hydrocarbon contaminated soils will be disposed of at an OCD-approved surface waste management facility by landfarming. Chloride contaminated soils will be disposed of at an OCD-approved surface waste management facility by placement within a landfill. For purposes of this SOW and attached cost estimate, INTERA assumed that 50% of the contaminated-soil removed from the Site can be disposed of by landfarming, and the other half will be chloride contaminated and disposed of by landfilling. Clean fill will be backhauled from the surface waste management facility to help decrease trucking charges.

If complete excavation is not feasible (to the depths specified previously), unobtainable soil contamination will be capped with a minimum of one-foot of compacted clay or a 40 mil reinforced synthetic liner with a minimum of three feet of clean fill on top. For purposes of this SOW and cost estimate, INTERA has not provided costs for compacted clay or a synthetic liner at this time. INTERA is unable at this time to determine what areas (if any) will require a clay or synthetic cap.

### *Confirmation Soil Sampling*

INTERA will collect confirmation soil samples from the base of the soil removal excavation(s). Soil samples will be collected using a grid sampling system. A sampling grid will be constructed within each excavation, the grid size to be determined in the field. Samples will be collected at

each grid point using a stainless-steel sampling trowel and placed directly into laboratory-provided sample jars. The samples will be analyzed for TPH, BTEX, and chloride content.

For purposes of this SOW and cost estimate, INTERA assumes that a 50-foot x 50-foot grid system will be constructed at the Site. Eighteen (18) confirmation soil samples will be submitted to the contract laboratory for analysis. Please see the attached Figure 1 for a graphical depiction of the area of soil to be removed and an orientation of the proposed confirmation surface soil sampling grid. The soil samples selected for confirmation laboratory analysis will be submitted to an NMOCD-approved laboratory (either Trace Analysis, Pinnacle Laboratories, or Precision Labs). INTERA will not be responsible for sample shipping or analytical costs. In addition, NMOCD agrees to provide INTERA with complete copies of all laboratory analytical results to be included in the final report.

INTERA recommends that quality control/quality assurance (QA/QC) samples (split samples, duplicates, etc.) be collected. The frequency and number of QA/QC samples will be dictated by the NMOCD, and therefore have not been budgeted at this time.

All sample locations will be documented using a hand-held GPS receiver and will be provided in the coordinate system specified by the NMOCD Project Manager. The GPS locations will be used to document sampling locations on the final site figures, to be included in the final report.

### *Backfill*

INTERA will oversee the environmental services contractor's backfilling and compacting all excavations with clean fill that is not unlike the background soils adjacent to the Araho Site. The OCD will need to know the surface waste disposal facility to be used so that it may take independent soil samples for comparison with background at the Araho site. The OCD will compare TPH, BTEX, General Chemistry, and RCRA Metals of the soils. Clean fill will be placed in one-foot lifts and mechanically compacted. Compaction will be compacted to a minimum of 95% using a standard site proctor, and tested on site using a nuclear density gauge.

## **2.5 Task 5: Preparation of a Summary Report**

Task 5 will involve the preparation and transmittal of a summary report to the NMOCD. Per the NMOCD SOW, the final report will include:

- a volume of contaminated soil removed from the Site and disposal/reclamation company used;
- a volume of clean back haul fill material used at the Site;
- the design of any synthetic or clay cap installed (note: this cap design will not be a formally engineered design but a description of the cap as installed);
- the results of all analytical data gathered;
- a map showing the buried utility locations and the locations of the soil borings and monitoring wells; and

- a map and cross-sections showing the location and depth of excavations and concentrations of the confirmation soil samples.

### **3.0 SCHEDULE**

INTERA will begin scheduling and project coordination as soon as possible after the NMOCD has issued a purchase document for the Phase II investigation and remediation activities. Field work time assumptions are described in Section 4.0 of this SOW.

The investigation report will be transmitted to the NMOCD within 60 days of completion of the field sampling activities.

### **4.0 PROPOSAL**

The cost estimate is provided in the attached spreadsheet. INTERA's services will be provided on a time and materials basis in accordance with the State of New Mexico GSD Contract No. 40-805-09-18283. INTERA will not exceed these costs without first requesting and then obtaining NNMOCD Procurement Manager approval for an amendment to this budget. Assumptions have been described in Section 2.0 of this SOW. Additional assumptions used in developing these costs are provided below.

- The NMOCD will grant access to the property and INTERA need not obtain or generate any access agreements.
- Confirmation soil samples will be sent to an NMOCD contract laboratory. Because the contract laboratory will be reimbursed directly through the State of New Mexico, costs for laboratory analyses are not included in the attached estimate. The selected laboratory will provide all sample bottles, coolers, etc. and will be responsible for any cost incurred by INTERA for sample shipping. This SOW and cost estimate assumes 18 soil and 3 groundwater samples analyzed for TPH by EPA Method 8015, BTEX by EPA Method 8020, and chloride by EPA Method 300.0.
- Laboratory analytical data will be forwarded to INTERA within 21 calendar days of submittal of samples to the laboratory.
- Six soil borings will be installed via hollow-stem drilling methods at the Site. Three of the soil borings will be completed with 2.0-inch PVC monitoring wells. Soil samples will be collected during drilling activities. It is assumed that the soil samples collected during the drilling activities will be field screened only using a PID and/or a field titration kit. None of these soil samples will be submitted for laboratory analysis.
- A three-man drilling crew will be utilized to complete the soil borings and monitoring wells. The drilling and monitoring well installation will be completed in a time period not to exceed eight days (80 field hours).
- The soil borings will be abandoned with concrete grout. Cuttings will not be placed back in the soil borings. Soil cuttings will be stored on-site on 40 mil plastic and covered with 40-mil plastic after the completion of the drilling. It is assumed that the drill cuttings will be disposed of during the soil remediation (Task 4) portion of this project.

- INTERA assumes that the drilling and monitoring well installation part of the SOW will be completed by Yellow Jacket Drilling of Gilbert, Arizona.
- INTERA assumes that 7,800 cubic yards of contaminated soil will be transported from the Site for disposal. INTERA assumes that 50% (3,900 cubic yards) of the removed contaminated soil can be disposed of by landfarming and that 50% (3,900 cubic yards) of the removed contaminated soil can be disposed of by landfilling.
- INTERA assumes that the Gandy Marley, Inc. be utilized for soil disposal. Gandy Marley, Inc. own and/or operate NMOCD approved landfarm and landfill soil disposal facilities.
- INTERA assumes that the soil remediation portion of this project will take a period of three weeks (150 on-site hours). INTERA assumes three mobilizations to the Site, at the beginning of each week. INTERA assumes each round trip to and from the Site and Albuquerque is 1,200 miles.
- INTERA assumes that 10,140 cubic yards (30% more soil volume than what is proposed to be removed from the Site) be transported to the Site for placement as soil backfill.
- INTERA assumes that the backfill material will be approved by NMOCD and that another source of backfill material other than the one recommended by the selected environmental services contractor will not be needed. A change in the source of the backfill material will result in a change of costs.
- INTERA assumes that the backfill material can be placed in one-foot lifts and that the backfill will be required to reach 95% compaction. The soil proctor and compaction testing will be provided by the selected environmental services firm as part of the charges for the placement of the backfill material.
- INTERA assumes that the cap design (if used) will not be a formally engineered design but a description of the cap as installed. INTERA has not provided costs for compacted clay or a synthetic liner at this time. INTERA is unable at this time to determine what areas (if any) will require a clay or synthetic cap.
- INTERA assumes that the environmental services contractor to perform the soil remediation and backfill part of this project will be EnviroWorks, LLC of Albuquerque, New Mexico.
- INTERA will submit the final report to the NMOCD Procurement Manager within 60 days of completion of the field work and within 60 days of receipt of final analytical data from the contract laboratory.

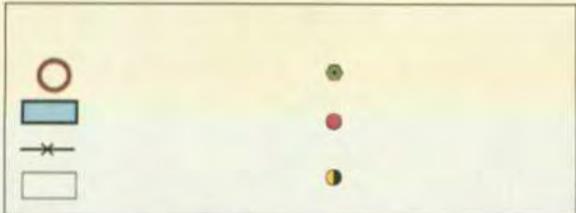
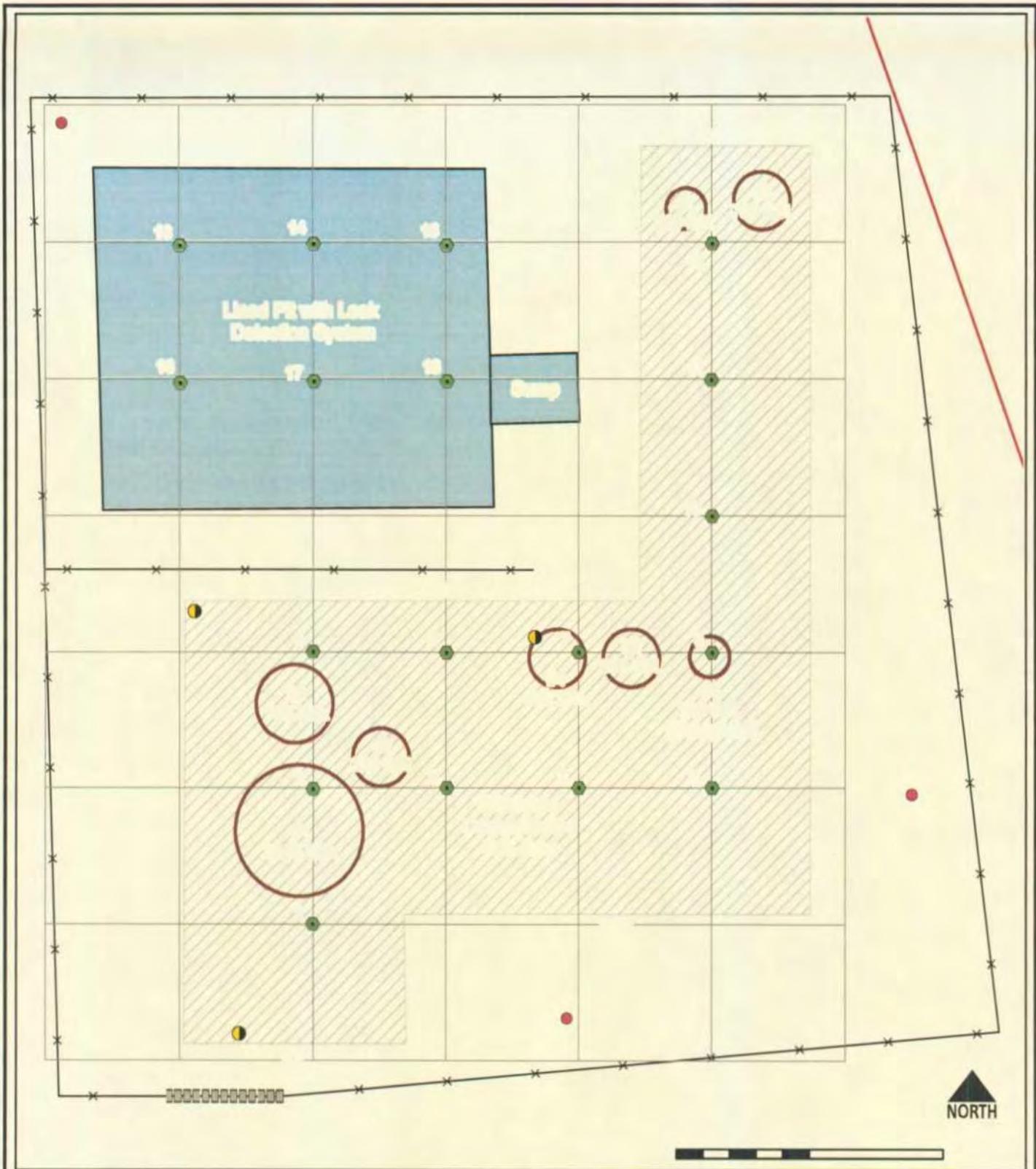
INTERA will submit invoices monthly once a purchase order is received and the project begins. Terms of payment will be in accordance with INTERA's New Mexico GSD Contract No. 40-805-09-18283.

## 5.0 PERSONNEL

The key personnel who will be responsible for completion of the project are listed below along with their areas of responsibility.

Ms. Stacy Sabol – Principal	Client interface, oversight of project management, and technical review of work plan, and report documents.
Mr. Joseph J. Tracy, R.G. – Senior Geologist	Project management, contaminant investigation activities, remediation oversight activities, and development of work plan, health and safety plan, and final report.
Mr. Christopher Burrus – Project Geologist	Oversight of drilling, monitoring well installation, and well development activities. Field classification of soil samples and geologic logging. Soil and ground water sample collection and field analysis. Completion of field forms and contribute to final report.
Mr. Konrad Clark – Field Technician II	Coordination, scheduling, and lead technician on soil remediation field activities. Soil remediation and placement of backfill oversight. Soil sample collection and field screening of soil samples. Completion of field forms and contribute to final report.

**FIGURE 1**






**COST ESTIMATE**

State of New Mexico  
Oil Conservation Division  
Phase II Investigation and Remediation  
Araho, Inc.  
Former Injection Well Disposal Facility,  
Lea County, New Mexico  
Cost Estimate  
June 1, 2004

Task 1. Project Coordination and Fieldwork Preparation					
Professional Services	Contract Line		Unit	# of Units	Total
	Item	Rate			
Principal	0001	115.00	hour	8	\$ 920.00
Senior Scientist/Engineer	0002	80.00	hour	40	\$ 3,200.00
Staff Scientist/Engineer	0004	60.00	hour	16	\$ 960.00
Field Technician II	0005	57.00	hour	16	\$ 912.00
<b>Subtotal Professional Labor</b>					<b>\$ 5,992.00</b>
<b>SUBTOTAL TASK 1:</b>					<b>\$ 5,992.00</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 348.29</b>
<b>GRAND TOTAL TASK 1:</b>					<b>\$ 6,340.29</b>
Task 2. Map Buried Utilities (1-Call) Utility Locate					
Professional Services	Contract Line		Unit	# of Units	Total
	Item	Rate			
Senior Scientist/Engineer	0002	80.00	hour	0.5	\$ 40.00
Draftsperson II (Figures, Cross Sections)	0007	55.00	hour	2	\$ 110.00
<b>Subtotal Professional Labor</b>					<b>\$ 150.00</b>
<b>SUBTOTAL TASK 2:</b>					<b>\$ 150.00</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 8.72</b>
<b>GRAND TOTAL TASK 2:</b>					<b>\$ 158.72</b>
Task 3. Field Investigation: Complete Soil Borings/Monitoring Well Installation					
Professional Services	Contract Line		Unit	# of Units	Total
	Item	Rate			
Principal	0001	115.00	hour	4	\$ 460.00
Senior Scientist/Engineer	0002	80.00	hour	16	\$ 1,280.00
Project Scientist/Engineer	0003	60.00	hour	80	\$ 4,800.00
Hourly Secretary	0010	30.00	hour	4	\$ 120.00
<b>Subtotal Professional Labor</b>					<b>\$ 6,660.00</b>
Expenses	Contract Line		Unit	# of Units	Total
	Item	Rate			
Well Completion and Development (Drill Crew) - Foreman	0005	57.00	hour	28	\$ 1,596.00
Well Completion and Development (Drill Crew) - Laborer	0006	47.00	hour	28	\$ 1,316.00
Mobilization of Equipment	0047	2.25	mile	1,240	\$ 2,790.00
Preparation of Drill Rig	0055	120.00	hour	3	\$ 360.00
Hollow-Stem Auger Drilling (Small to Medium Size Rig)	0048	14.00	foot	540	\$ 7,560.00
Well Installation - 2" blank PVC, 10 foot sections	0031	13.00	10 feet	25	\$ 325.00
Well Installation - 2" screen, 10 foot sections	0030	15.75	10 feet	6	\$ 94.50
Filter Pack Sand	0035	9.75	50 lb bag	45	\$ 438.75
Locking Cap	0058	13.00	each	3	\$ 39.00
Bentonite Pellets per 50 lb. Bucket	0036	30.00	50 lb bkt	7	\$ 210.00
Pick-Up Truck - Drilling Company	0053	70.00	day	8	\$ 560.00
Additional Support Truck	0053	70.00	day	8	\$ 560.00
Per Diem - Drill Crew	0043	65.00	day	14	\$ 910.00
Grout Wells and Borings	"At Cost"	6.00	foot	465	\$ 2,790.00
Flush-Threaded End Cap	"At Cost"	7.00	each	3	\$ 21.00
Locks	"At Cost"	8.10	each	3	\$ 24.30
Three-Foot Stick-Up Steel Cover	"At Cost"	110.00	each	3	\$ 330.00
Combination Water Quality Meter	0013	20.00	day	8	\$ 160.00
Fluid Level Detector	0019	10.00	day	8	\$ 80.00
OVM PID/FID	0021	20.00	day	8	\$ 160.00
Pick-Up Truck (INTERA)	0053	70.00	day	8	\$ 560.00
Per Diem - INTERA	0043	65.00	day	8	\$ 520.00
Peristaltic Sampling Pump with 3/8 inch Tubing	0060	45.00	day	1	\$ 45.00
Submersible Pump (if needed)	"At Cost"	50.00	day	1	\$ 50.00
Sampling Tubing for Submersible Pump (if needed)	"At Cost"	0.40	foot	330	\$ 132.00
Generator (if needed)	"At Cost"	60.00	day	1	\$ 60.00
Field Titration Kit	"At Cost"	733.00	project	1	\$ 733.00
<b>Subtotal Expenses</b>					<b>\$ 22,424.55</b>
<b>SUBTOTAL TASK 3:</b>					<b>\$ 29,084.55</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 1,690.54</b>
<b>GRAND TOTAL TASK 3:</b>					<b>\$ 30,775.09</b>

State of New Mexico  
Oil Conservation Division  
Phase II Investigation and Remediation  
Araho, Inc.  
Former Injection Well Disposal Facility,  
Lea County, New Mexico  
Cost Estimate  
June 1, 2004

Task 4. Field Investigation: Soil Remediation					
Professional Services	Contract Line			# of Units	Total
	Item	Rate	Unit		
Principal	0001	115.00	hour	8	\$ 920.00
Senior Scientist/Engineer	0002	80.00	hour	40	\$ 3,200.00
Project Scientist/Engineer	0003	60.00	hour	200	\$ 12,000.00
Hourly Secretary	0010	30.00	hour	16	\$ 480.00
<b>Subtotal Professional Labor</b>					<b>\$ 16,600.00</b>
Expenses	Contract Line			# of Units	Total
	Item	Rate	Unit		
Project Manager - Env. Services Contractor	0003	70.00	hour	150	\$ 10,500.00
Field Technician II - Env. Services Contractor	0005	57.00	hour	150	\$ 8,550.00
Field Technician I - Env. Services Contractor	0006	47.00	hour	300	\$ 14,100.00
Trackhoe - Medium Duty	0029	500.00	day	11	\$ 5,500.00
Personal Vehicle Mileage - Env. Services Contractor	0042	0.32	mile	3600	\$ 1,152.00
Per Diem - Env. Services Contractor	0043	65.00	day	36	\$ 2,340.00
Mobilization of Equipment	0047	3.50	mile	600	\$ 2,100.00
Water Truck	0052	300.00	day	8	\$ 2,400.00
Pick-Up Truck - Env. Services Contractor	0053	70.00	day	24	\$ 1,680.00
Disposal of Contaminated Solids/Soils	"At Cost"	12.00	yard	7800	\$ 93,600.00
Clean Soil for Backfill	"At Cost"	1.00	yard	10140	\$ 10,140.00
DS Dozer	"At Cost"	450.00	day	10	\$ 4,500.00
721 Loader	"At Cost"	425.00	day	6	\$ 2,550.00
Fuel for Equipment/Trucks - Env. Services Contractor	"At Cost"	400.00	day	12	\$ 4,800.00
Transportation of Contaminated Soils - Env. Services Subcon.	"At Cost"	65.00	hour	980	\$ 63,700.00
84" Padfoot (Sheep's-Foot) Roller	"At Cost"	200.00	day	12	\$ 2,400.00
OVM PID/FID	0021	20.00	day	8	\$ 160.00
Pick-Up Truck (INTERA)	0053	70.00	day	15	\$ 1,050.00
Per Diem - INTERA	0043	65.00	day	12	\$ 780.00
Field Titration Kit (chloride only)	"At Cost"	278.00	each	1	\$ 278.00
<b>Subtotal Expenses</b>					<b>\$ 232,280.00</b>
<b>SUBTOTAL TASK 4:</b>					<b>\$ 248,880.00</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 14,466.15</b>
<b>GRAND TOTAL TASK 4:</b>					<b>\$ 263,346.15</b>
Task 5. Preparation of a Final Report					
Professional Services	Contract Line			# of Units	Total
	Item	Rate	Unit		
Principal	0001	115.00	hour	8	\$ 920.00
Senior Scientist/Engineer	0002	80.00	hour	64	\$ 5,120.00
Staff Scientist/Engineer	0004	60.00	hour	16	\$ 960.00
Field Technician II	0005	57.00	hour	16	\$ 912.00
Draftsperson II (Figures, Cross Sections)	0007	55.00	hour	16	\$ 880.00
Administrator (Technical Editor)	0009	55.00	hour	8	\$ 440.00
<b>Subtotal Professional Labor</b>					<b>\$ 9,232.00</b>
<b>SUBTOTAL TASK 5:</b>					<b>\$ 9,232.00</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 536.61</b>
<b>GRAND TOTAL TASK 5:</b>					<b>\$ 9,768.61</b>
<b>PROJECT GRAND TOTAL:</b>					<b>\$ 310,388.85</b>

Notes:

NMGRT = New Mexico Gross Receipts Tax

Sample analytical costs are not included in this cost estimate. All INTERA costs will be invoiced on a time and materials basis; therefore a reduction of time or materials taken to complete the project results in a reduction of the final costs of the project.

# **SCOPE OF WORK**

STATE OF NEW MEXICO  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
OIL CONSERVATION DIVISION

**PHASE II INVESTIGATION AND REMEDIATION  
ARAHO INC.  
FORMER INJECTION WELL DISPOSAL FACILITY  
LEA COUNTY, NEW MEXICO**

May 18, 2004

## I. INTRODUCTION

### A. PURPOSE

The State of New Mexico Oil Conservation Division of the Energy, Minerals and Natural Resources Department (OCD) is conducting a Phase II investigation and cleanup at the Araho, Inc. former injection well disposal facility. The New Mexico State Highway and Transportation Department, Site Maintenance & Monitoring, Purchase Agreement 40-805-09-18283 will be used on this job.

### B. SUMMARY

The contractor shall perform the work necessary to conduct a Phase II cleanup and investigation to include the removal hydrocarbon and chloride contaminated soils from the site; to determine the extent of subsurface soil contamination based on site-specific cleanup standards and if necessary install three ground water monitor wells. The Contractor shall also submit daily field reports to the OCD that document the work performed each day and the waste volumes that were generated. The Contractor shall submit a final report that documents the site work that was performed. Araho, Inc. is located in the **NE/4 SE/4 of Section 1, Township 17 South, Range 36 East, NMPM, Lea County, New Mexico.**

### C. PROCUREMENT MANAGER

The OCD has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number are listed below.

#### **Prior to June 3, 2004**

Martyne J. Kieling  
New Mexico Oil Conservation Division  
1220 South Saint Francis Drive  
Santa Fe, New Mexico 87505  
Phone: 505-476-3488  
Fax: 505-476-3462  
e-mail: mkieling@state.nm.us

#### **After June 3, 2004**

Edwin E. Martin  
New Mexico Oil Conservation Division  
1220 South Saint Francis Drive  
Santa Fe, New Mexico 87505  
Phone: 505-476-3492  
Fax: 505-476-3462  
e-mail: emartin@state.nm.us

All deliveries via express carrier should be addressed as above. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Other state employees do not have the authority to respond on behalf of the Agency.

### D. BACK GROUND INFORMATION

Araho Inc. operated from 1974 to 1993 as an injection well disposal facility. The Araho site is located in the NE/4 SE/4 of Section 1, Township 17 South, Range 36 East, NMPM,

Lea County, New Mexico. The surface is owned by the city of Lovington. The OCD has obtained an access agreement with the city of Lovington in order for contract work to be performed. The facility formerly had 8 surface tanks and a large lined waste holding pit. The tanks and underground pipe have been removed. The pit and liner excavation is underway. Data regarding the remaining hydrocarbon and chloride contamination is on file with the OCD. Depth to ground water at the site is estimated to be approximately 80 feet. The local ground water gradient is estimated to be toward the southeast. The OCD recommends that the contract vendors visit the site prior to submitting an estimate. The following table lists the major items located at the site. Volumes are based on the estimates given in the Phase I Final Report dated December 19, 2003. Additional contaminated soil to be removed from beneath the pit/sump area is unknown at this time (see attached photos of pit cleanup). Controlled Recovery personnel measured the pit waste thickness and found it to be four feet six inches thick. The pit appears to be built up from ground level.

ITEM	SIZE / VOLUME ESTIMATES
Facility Dimensions approx	293' x 410
Phase I estimate of soil to be removed	5,300 cy
Soil beneath the pit/sump area to be removed	Unknown at this time
Clean fill to be backhauled	6,095 cy
Clean fill to be backhauled for the pit /sump area	Unknown at this time
Approximate former pit area size	150' x 150' x 4'6" (pit is above grade)

## II. TECHNICAL SPECIFICATIONS

The contractor shall:

1. Perform a One-Call and map the buried pipelines and all electrical hazards on site.
2. Provide daily e-mail progress reports with photos and weekly summaries to the Procurement Manager.
3. Excavate contaminated soil below the tank footprints, and across the yard as identified in the Phase I final report to a depth that is feasible. Hydrocarbon and chloride contaminated soils should be disposed of at an OCD-approved surface waste management facility. Clean fill should be backhauled from the surface waste management facility to help decrease trucking charges.
4. Excavate contaminated soil below the former pit and sump area as identified in the OCD bottom hole samples to a depth that is feasible. Hydrocarbon and chloride

contaminated soils should be disposed of at an OCD-approved surface waste management facility. Clean fill should be backhauled from the surface waste management facility to help decrease trucking charges.

5. Determine vertical extent based on the following targets 100 ppm TPH, 50 ppm BTEX, 10 ppm benzene and 250 ppm chloride. Field photo ionization detector (PID) measurements will be used as a screening tool as well as a field titration for chloride or other similar chloride field method. Final bottom hole and side wall confirmatory samples will be taken from the excavated areas and will be sent for laboratory analysis to confirm the concentration of TPH, BTEX and chloride. *All samples taken during Phase II of the investigation will be sent to one of the laboratories currently covered by a separate purchase agreement with the OCD (Pinnacle Laboratories, Trace Analysis or Precision Labs).*
6. If complete excavation is not feasible, cap unobtainable soil contamination with a minimum of one foot of compacted clay or a 40 mil reinforced synthetic liner with a minimum of three feet of clean fill on top.
7. Backfill and compact all excavations with clean fill that is not unlike the background soils adjacent to the Araho site. *The OCD will need to know the surface waste disposal facility to be used so that it may take independent soil samples for comparison with background at the Araho site. The OCD will compare TPH, BTEX, General Chemistry, and RCRA Metals of the soils.*
8. Prepare and deliver to the OCD a final report that contains:
  - a. Volume of contaminated soil material removed from the site and disposal/reclamation company used,
  - b. Volume of clean backhaul fill material used at the site,
  - c. Design of any synthetic or clay cap installed,
  - d. Results of all analytical data gathered, and
  - e. A map and cross-sections showing the location and depth of excavations and concentrations of the bottom and side wall samples.

### III. SCHEDULE

#### A. INITIATION OF WORK

The investigation and cleanup shall be scheduled to commence as soon as possible after OCD approval of a contractor and purchase document for the investigation.

#### B. REPORT SUBMISSION

A report on the investigation and cleanup shall be submitted to the OCD within 60 days of completion of the field sampling activities.

IV. MERGER

This Agreement, and attachments thereto, together with NMSHTD Price Agreement No. 40-805-09-18283, constitutes the entire agreement between the parties hereto and all previous agreements, conditions, promises, inducements and understandings shall be deemed to have merged in this Agreement.

V. ESTIMATE

- A. Provide information regarding how you plan to implement the scope of work along with a cost estimate by June 1, 2004. For each item in the estimate, reference the corresponding individual line item from the contract. If there are additional items that do not fall under any line item please list the item as "at cost". Any Items billed at cost must be supported with receipts at time of invoicing. Please note that the New Mexico Gross Receipts Tax is currently 5.25 % for Lea County and for the Lovington Industrial Park. The rates listed in the table below are those listed in the Purchase Agreement 40-805-09-18283 for Contract Vendor 3) Intera, Inc.

ITEM NO.	UNITS	RATE	UNIT	COST	DESCRIPTION
*0001		\$115.00	Hour	\$0.00	Principal
*0002		\$95.00	Hour	\$0.00	Senior Scientist
*0003		\$70.00	Hour	\$0.00	Project Manager/Certified Scientist
*0004		\$60.00	Hour	\$0.00	Staff Scientist
*0005		\$57.00	Hour	\$0.00	Field Technician II
*0006		\$47.00	Hour	\$0.00	Field Technician I
*0007		\$55.00	Hour	\$0.00	Draftsperson II
*0008		\$40.00	Hour	\$0.00	Draftsperson I
*0009		\$55.00	Hour	\$0.00	Administrator
*0010		\$30.00	Hour	\$0.00	Secretary
*0011		\$25.00	Hour	\$0.00	Clerk
*0012		\$15.00	Day	\$0.00	Combination -Exposimeter/Oxygen/CO/SO2
*0013		\$20.00	Day	\$0.00	Combination -Water Quality Meter
*0014		\$20.00	Day	\$0.00	Meter (water)
*0015		\$10.00	Day	\$0.00	EC Meter
*0016		\$10.00	Day	\$0.00	EH Meter
*0017		0.00%		MFR price	Expendable Field Equipment
*0018		\$15.00	Day	\$0.00	Explosimeter
*0019		\$10.00	Day	\$0.00	Fluid Level Detector
*0020		\$13.50	Day	\$0.00	Interface Probe
*0021		\$20.00	Day	\$0.00	OVM PID/FID
*0022		\$15.00	Day	\$0.00	Oxygen Meter
*0023		\$5.00	Day	\$0.00	PH Meter
*0024		\$10.00	Day	\$0.00	Anemometer, Portable Non-Recording
*0025		\$165.00	Day	\$0.00	Backhoe 1 Light
*0026		\$180.00	Day	\$0.00	Backhoe 2 Medium

*0027		\$200.00	Day	\$0.00	Backhoe 2 Heavy
*0028		\$325.00	Day	\$0.00	Trackhoe 1 Light
*0029		\$500.00	Day	\$0.00	Trackhoe 2 Medium
*0030		\$575.00	Day	\$0.00	Trackhoe 3 Heavy
*0031		\$13.00	10 Feet	\$0.00	2" blank PVC, 10 ft sections
*0033		\$15.75	10 Feet	\$0.00	2" screen, 10 ft sections
*0035		\$9.75	Each	\$0.00	Filter Pack Sand per 100# sack
*0036		\$30.00	Each	\$0.00	Bentonite pellets per 50# bucket
*0037		\$6.50	Each	\$0.00	Bentonite Chips per 50# sack
*0038		\$45.00	Each	\$0.00	8" well vault
*0040		\$0.00	Each	\$0.00	Copies each/page
*0041		\$0.00	Each	\$0.00	Fax transmission each/page
*0042		\$0.32	Mile	\$0.00	Personal Vehicle Mileage
*0043		\$65.00	Each	\$0.00	Per Diem/Overnight
*0044		\$100.00	50 gal/bbl	\$0.00	Disposal of Contaminated Fluids
*0045		\$100.00	50 gal/bbl	\$0.00	Disposal of Contaminated Soils
*0046		\$100.00	Hour	\$0.00	Site Surveying
*0047		\$3.50	Mile	\$0.00	Mobilization Medium Drill Rig
*0048		\$14.00	Foot	\$0.00	Hollow-Stem Auger Small to Med Rig
*0049		\$20.00	Foot	\$0.00	Hollow-Stem Auger Large Rig
*0050		\$150.00	Hour	\$0.00	Air Rotary
*0051		\$45.00	Foot	\$0.00	Coring
*0052		\$300.00	Day	\$0.00	Water Truck -
*0053		\$70.00	Day	\$0.00	Pick up Truck -
*0054		\$125.00	Day	\$0.00	Steam cleaner -
*0055		\$135.00	Hour	\$0.00	Hourly
*0056		0.00%	%	\$0.00	System Service Charge
*0057		\$380.00	Day	\$0.00	Level B Protection Suit per Worker
*0058		\$13.00	Each	\$0.00	Locking Cap 2 inch diameter
*0060		\$45.00	Day	\$0.00	Peristaltic Pump with 3/8 inch tubing
*0061		\$45.00	Hour	\$0.00	Lab Technician (physical analysis)
at cost			cy	\$0.00	Disposal of Contaminated Solids/Soils
at cost			Hour	\$0.00	Transport of Contaminated Solids/Soils
at cost			Each	\$0.00	Delivery/rental of Roll-off containers
at cost			cy	\$0.00	Clean Soil for backfill
at cost			Hour	\$0.00	Water Truck for dust suppression

**TOTAL = \$0.00 X % (NMGRT)**

**NOTE: LABORATORY COSTS ARE NOT INCLUDED**

The New Mexico State Highway and Transportation Department, Site Maintenance & Monitoring, Purchase Agreement 40-805-09-18283, Contract Vendor 3) Intera, Inc., 6501 Americas PKWY NE #820, Albuquerque, NM 87110, Telephone 1-505-426-1600.

Accepted: INTERA, INC.

SIGNATURE \_\_\_\_\_ TITAL: \_\_\_\_\_ DATE: \_\_\_\_\_



Photo 1. Facility from gate looking north.



Photo 4. Southwest corner of pit.



Photo 2. Controlled Recovery Inc., Remediation and Disposal Company.



Photo 5. Southeast corner of pit looking Northwest.



Photo 3. Southwest corner of pit. Pit waste thickness is 4'6'' thick. Measurement taken by CRI personnel. Pit appears to be built up on surface.



Photo 6. Looking Northeast.



Photo 1. Facility from gate looking north.



Photo 4. Southwest corner of pit.



Photo 2. Controlled Recovery Inc., Remediation and Disposal Company.



Photo 5. Southeast corner of pit looking Northwest.



Photo 3. Southwest corner of pit. Pit waste thickness is 4'6" thick. Measurement taken by CRI personnel. Pit appears to be built up on surface.



Photo 6. Looking Northeast.



Photo 1. Facility from gate looking north.



Photo 4. Southwest corner of pit.



Photo 2. Controlled Recovery Inc., Remediation and Disposal Company.



Photo 5. Southeast corner of pit looking Northwest.



Photo 3. Southwest corner of pit. Pit waste thickness is 4'6'' thick. Measurement taken by CRI personnel. Pit appears to be built up on surface.



Photo 6. Looking Northeast.

STATE OF NEW MEXICO  
ENERGY MINERALS AND NATURAL RESOURCES DEPARTMENT  
OIL CONSERVATION DIVISION

MEMORANDUM OF MEETING OR CONVERSATION

Telephone  Personal Time 3:00 Date 5/6/04

Originating Party

Darrel More

Other Parties

Martyn Kieling

Subject Araho Pit

Navajo to begin Cleanup at Araho Pit on  
Tuesday May 11th, 2004

Discussion

- ① Begin Sucking up liquid
- ② Thicken Pit Sludge with Dike Material.

I also gave him verbal approval to Scrape the Site  
For Soil to use in thickening in the Pit. if they  
run out of Benn Material.

The Contractor should be CRI and Also  
Disposed of at CRI.

Conclusions or Agreements

Distribution

Signed

Martyn Kieling

LAW OFFICES

LOSEE, CARSON & HAAS, P. A.

311 WEST QUAY AVENUE

P. O. BOX 1720

ARTESIA, NEW MEXICO 88211-1720

PHONE (505) 746-3505

FAX (505) 746-6316

JOEL M. CARSON  
JANE SHULER GRAY  
JAMES E. HAAS

OF COUNSEL  
A. J. LOSEE

RECEIVED

MAR 18 2004

March 15, 2004

OIL CONSERVATION  
DIVISION

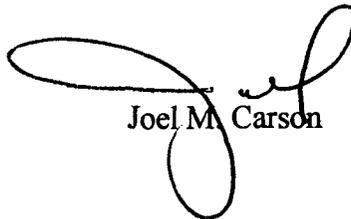
Mr. Darrell Moore  
Navajo Refining Company  
P. O. Drawer 159  
Artesia, NM 88211-0159

Dear Darrell:

I received this revised access agreement last week. I think that this agreement is satisfactory. I asked Mr. McMahon to have the City sign the document and return it to me for Navajo's signature.

Yours truly,

LOSEE, CARSON & HAAS, P.A.



Joel M. Carson

JMC:bjk  
Enclosure

xc: Ms. Martyne J. Kieling



# NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

**BILL RICHARDSON**

Governor

**Joanna Prukop**  
Cabinet Secretary

**Lori Wrotenbery**

Director

**Oil Conservation Division**

January 16, 2004

Mr. Darrel Moore  
Navajo Refining Company  
P.O. Drawer 159  
Artesia, NM 88211-0159

**RE: Work Plan Approval**  
**Araho, Inc. Former Injection Well Disposal Facility, GW-037**  
**NE/4 SE/4 Section 1, T 17 S, R 36 E, NMPM, Lea County, New Mexico**

Dear Mr. Moore:

The New Mexico Oil Conservation Division's (OCD) received Navajo Refining Company's (Navajo) work plan on January 15, 2004 for the Araho, Inc. former injection well disposal facility lined pit and sump. The work plan is hereby approved with the following conditions:

1. Navajo will notify the OCD 72 hours prior to commencing the work.
2. Navajo will notify the OCD 48 hours prior to completing the removal of the visual contamination outlined in item 4 of the work plan so that the OCD may take bottom and side hole samples for analysis.
3. Navajo will not fill in the excavation of the pit area (Item 5 of the work plan) until the OCD has reviewed the analytical results from the excavation and given approval to back fill.

If you have any questions please contact me at (505) 476-3488.

Sincerely,

Martyne J. Kieling  
Environmental Geologist

cc: OCD Hobbs District Office  
Pat Wise, City Of Lovington, P.O. Box 1269, Lovington, NM 88260

RECEIVED

JAN 15 2004

Environmental Bureau  
Oil Conservation Division

### **Work Plan for Clean – up of Araho Pit, Lea County, NM**

This workplan is presented to OCD as a guide to facilitate the clean –up and removal of a sludge filled pit at the abandoned Arahoe site in Section 1, T17S, R36E, NMPM. The site is 1 mile south of Navajo's Lea Refinery.

The scope of the work will be to remove the sludge from the pit and return to level the dikes. We propose to accomplish this in the following manner:

- 1) All free liquids will be removed from the pit using vacuum trucks. This fluid will be trucked to CRI's facility for disposal.
- 2) All remaining solids will be removed from the pit using a backhoe and loading into roll off bins. All precautions will be taken not to break the liner. These bins will be shipped to CRI's facility and the solids dumped into Navajo's cell at the landfill.
- 3) The liner will then be removed and loaded into roll-off bins for disposal at CRI into Navajo's cell.
- 4) Any visually contaminated soil beneath the liner or in the walls of the dikes will be removed (down to the massive caliche that is present in the area, if needed, but not into or below this strata) and loaded into roll-off bins for disposal at CRI into Navajo's cell.
- 5) Finally, the area will be restored to ground level and contoured to the local topography.

Navajo has estimated that there will be 8000 bbls of disposable fluids and 1680 cu. yds. of solids.

Based on Navajo's investigation of the site, we feel confident that the liner is still intact. However, if the liner is found to be leaking and contamination has gone into and through the massive caliche strata, Navajo will pull back and not continue into step 6 above to allow time for consultation with OCD and the City of Lovington as to further action.

Darrell Moore  
Navajo Refining Company  
Environmental Manager for Water and Waste



# NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

**BILL RICHARDSON**

Governor

**Joanna Prukop**  
Cabinet Secretary

**Lori Wrotenbery**

Director

**Oil Conservation Division**

January 14, 2004

Mr. Darrel Moore  
Navajo Refining Company  
P.O. Drawer 159  
Artesia, NM 88211-0159

**RE: Araho Inc. Former Injection Well Disposal Facility, GW-037  
NE/4 SE/4 Section 1, T 17 S, R 36 E, NMPM, Lea County, New Mexico**

Dear Mr. Moore:

It is the New Mexico Oil Conservation Division's (OCD) understanding that Navajo Refining Company has proposed to perform a cleanup and investigation of the Araho Inc. former injection well disposal facility's lined pit and sump.

Please prepare a work plan that addresses the cleanup and investigation of the lined pit and sump area. This work plan shall be submitted to the OCD for approval prior to work commencing. If you have any questions please contact me at (505) 476-3488.

Sincerely,

Martyne J. Kieling  
Environmental Geologist

cc: OCD Hobbs District Office  
Pat Wise, City Of Lovington, P.O. Box 1269, Lovington, NM 88260

Roger 1-14-04

Please Review

The Attached Plan.

Malyne



# NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

**BILL RICHARDSON**

Governor

**Joanna Prukop**  
Cabinet Secretary

**Lori Wrotenbery**

Director

**Oil Conservation Division**

January 14, 2004

Mr. Darrel Moore  
Navajo Refining Company  
P.O. Drawer 159  
Artesia, NM 88211-0159

**RE: Araho Inc. Former Injection Well Disposal Facility, GW-037  
NE/4 SE/4 Section 1, T 17 S, R 36 E, NMPM, Lea County, New Mexico**

Dear Mr. Moore:

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Please prepare a work plan that addresses the cleanup and investigation of the lined pit and sump area. This work plan shall be submitted to the OCD for approval prior to work commencing. If you have any questions please contact me at (505) 476-3488.

Sincerely,

Martyne J. Kieling  
Environmental Geologist

cc: OCD Hobbs District Office  
Pat Wise, City Of Lovington, P.O. Box 1269, Lovington, NM 88260

**Kieling, Martyne**

---

**From:** Joseph J. Tracy [jtracy@intera.com]  
**Sent:** Tuesday, January 13, 2004 5:38 PM  
**To:** Kieling, Martyne  
**Subject:** INTERA invoice No. 11-03-39

Martyne,

I have reviewed the outstanding invoice and called Rhino for clarification. Based on the back-up provided I determined that the Disposal of Miscellaneous Trash line item should equal \$350.00 and the Transportation and Disposal of Materials should equal \$1,192.50. You have the back-up for these amounts let me know if you need any clarification. The total amount due on the outstanding invoice (INTERA No. 11-03-39) with tax should be: **\$3356.90**.

Please call me with questions or if you do not agree. Thanks,

Joe

Joseph J. Tracy, R.G.  
Geologist  
INTERA Inc.  
One Park Square  
6501 Americas Parkway NE  
Suite 820  
Albuquerque, NM 87110  
(505) 246-1600 ext. 219  
Fax (505) 246-2600

This e-mail may contain confidential information or material protected by the attorney-client privilege. If you are not the intended recipient, please inform immediately to Joseph Tracy by return e-mail at [jtracy@intera.com](mailto:jtracy@intera.com) or by telephone at (505) 246-1600 ext. 219

LAW OFFICES

LOSEE, CARSON & HAAS, P. A.

311 WEST QUAY AVENUE

P. O. BOX 1720

ARTESIA, NEW MEXICO 88211-1720

PHONE (505) 746-3505

FAX (505) 746-6316

RECEIVED

JAN 06 2004

OIL CONSERVATION  
DIVISION

JOEL M. CARSON  
JANE SHULER GRAY  
JAMES E. HAAS

OF COUNSEL  
A. J. LOSEE

December 24, 2003

Mr. Darrell Moore  
Navajo Refining Company  
P. O. Drawer 159  
Artesia, NM 88211-0159

Dear Darrell:

I am enclosing Temporary Grant of Easement or access agreement from the City of Lovington so that Navajo on behalf of the OCD could remediate the pit at the Araho site. I would like for Ms. Kieling to get this in the proper hands so that it can properly state the grant. I knew Stephen Ross, but I am not acquainted with his successor.

First, I think that the agreement should show that the remediation is being conducted by Navajo for the OCD and under the supervision of OCD. I am assuming that you have an approved plan. My thought is that when Navajo is finished, it is finished; and if OCD needs to conduct monitoring activities, it can do so, but that OCD and Lovington should determine the date when testing ceases.

I do not see any reason why you cannot submit reports to Lovington, but the remediation has to be subject to OCD (which may if it wants report to Lovington) approval, not OCD and Lovington.

I have also assumed (and you have confirmed) that you do not expect Addendum paragraph 7 to be a problem.

If you and Ms. Kieling will digest this and let me know what to do, I will do a draft for your approval.

Yours truly,

LOSEE, CARSON & HAAS, P.A.

Joel M. Carson

JMC:bjk

xc: Ms. Martyne J. Kieling

LAW OFFICES

HEIDEL, SAMBERSON, NEWELL, COX & MCMAHON

C. GENE SAMBERSON  
MICHAEL T. NEWELL  
LEWIS C. COX, III  
PATRICK B. MCMAHON

311 NORTH FIRST STREET  
POST OFFICE DRAWER 1599  
LOVINGTON, NEW MEXICO 88260  
TELEPHONE (505) 396-5303  
FAX (505) 396-5305

F.L. HEIDEL  
(1913-1985)

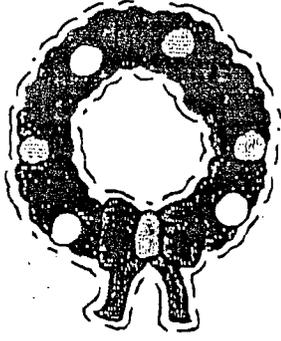
TELECOPY TRANSMITTAL SHEET

CONFIDENTIALITY NOTE

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED BELOW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS SET FORTH ABOVE VIA THE UNITED STATES POSTAL SERVICE.

\*\*\*\*\*

DATE: December 3, 2003  
TIME: 11:50am



TO: Joel Carson, Esq. (505) 746-6316

Re: City of Lovington/Navajo Refining Company

YOU SHOULD RECEIVE 6 PAGE(S) OF COPY, INCLUDING THIS COVER PAGE.  
PLEASE NOTIFY US IMMEDIATELY AT (505) 396-5303 IF NOT RECEIVED PROPERLY.

- FOR YOUR INFORMATION/RECORDS
- PER YOUR REQUEST
- AS WAS DISCUSSED
- FOR YOUR REVIEW
- FOR YOUR COMMENTS
- PLEASE CALL ABOUT THIS

If you have any questions, please do not hesitate to call.

IF CHECKED ORIGINAL WILL BE FORWARDED TO YOU BY:  
 FEDERAL EXPRESS  REGULAR MAIL

THANK YOU,

HEIDEL, SAMBERSON, NEWELL, COX & MCMAHON

By: Cheryl Dudley, Secretary for,  
Patrick B. McMahon



LAW OFFICES

HEIDEL, SAMBERSON, NEWELL, COX & McMAHON

C. CLINE SAMBERSON  
MICHAEL T. NEWELL  
LEWIS C. COX, III  
PATRICK B. McMAHON

311 NORTH FIRST STREET  
POST OFFICE DRAWER 1599  
LOVINGTON, NM 88260  
TELEPHONE (505) 396-5303  
FAX (505) 396-5305

F.L. HEIDEL  
(913-1945)

December 3, 2003

Joel Carson, II, Esq.  
P.O. Box 1720  
Artesia, NM 88211-1720

Re: City of Lovington/Navajo Refining Company

Dear Mr. Carson,

Attached is a draft of the Temporary Grant of Easement and Addendum along with a map of the Lovington SE Quad in reference to the above-mentioned matter.

Please advise as to which route Navajo intends to travel to the Araho site.

Sincerely,

HEIDEL, SAMBERSON, NEWELL, COX & McMAHON

By: *Patrick B. McMahon*  
Patrick B. McMahon

PBM:cd  
Enclosure

**DRAFT**

**TEMPORARY GRANT OF EASEMENT**

CITY OF LOVINGTON, P.O. Box 1269, Lovington New Mexico, 88260 (hereinafter referred to as "City"), for consideration paid, grants to NAVAJO REFINING COMPANY, Artesia, New Mexico (hereinafter referred to as "Navajo"), their agents, employees and contractors, a temporary and limited easement in, to, upon and over all that portion of the following described real estate in Lea County, New Mexico (hereinafter referred to as "the Property"), together with reasonable access thereto:

**SURFACE ACCESS ONLY:**

A tract of land containing 1 acre, more or less, and being a certain part of the southeast quarter (SE/4) of Section 1, Township 17 South (T. 17 S.), Range 36 East (R. 36 E.), N.M.P.M., Lea County, New Mexico, being more particularly described as follows:

Beginning at a point, the Northeast corner of this tract, from which the Southeast corner of the said Section 1 bears North 89°51' East, a distance of 461.4 feet, and South, a distance of 2291 feet; thence, South 89°51' West, a distance of 208.71 feet to the Northwest corner of this tract; thence, South, a distance of 208.71 feet to the Southwest corner of this tract; thence, North 89°51' East, a distance of 208.71 feet to the Southeast corner of this tract; thence, North, a distance of 208.71 feet to the point of beginning.

Subject to reservations, restrictions and easements appearing of record.

Access to said tract shall be by the route identified in Exhibit "A" attached hereto and incorporated by reference.

Said easement is given for the purpose of conducting an investigation and remediation of an approximately 120' x 120' waste pit and leak detection sump area at the site of the abandoned Araho, Inc. injection well facility located on the Property described herein, which investigation may include drilling, constructing and maintaining upon the Property a monitor well or wells with which Navajo will use to assess and monitor contaminants which may exist below the surface, routine visits to the Property, ingress and egress to the Property, sampling and inspecting the aforementioned monitor wells following initial construction, excavation of the Property to investigate the nature and extent of contaminants, excavation of the Property to remove any contamination found, and other activities inherent in the aforesaid investigation and remediation. Said easement shall terminate two years from the date signed unless terminated sooner by Navajo's filing of a notice that it has concluded its investigation and remediation activities at the site. The City agrees not to unreasonably withhold an extension of this Easement if Navajo files a notice that it has not concluded its investigation and remediation activities at the site.

This Easement is contingent upon Navajo's acceptance of the terms and conditions set forth in the Addendum attached hereto as Exhibit "B" and incorporated by reference.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

CITY OF LOVINGTON  
Lea County, New Mexico

By: \_\_\_\_\_  
Troy J. Harris, Mayor

**DRAFT**

ATTEST:

By: \_\_\_\_\_  
Rhonda Jones, City Clerk

**DRAFT**



**DRAFT**

**ADDENDUM**

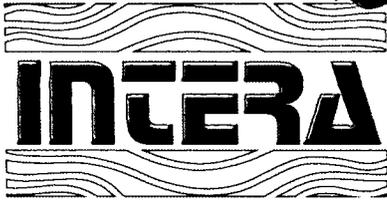
The following terms and conditions are made part of the Temporary Grant of Easement and are set forth for the purpose of protecting the City of Lovington's interests in this matter.

1. Regarding real property owned by the City, Navajo will conduct no activity off of the Property without the express written consent of City.
2. Navajo will not land farm contaminated soil on the Property.
3. All activity undertaken by Navajo will be at its own expense.
4. Navajo will give the City 48 hours notice of all activities to be conducted on the Property.
5. Select City personnel and its agent(s) shall have unrestricted access to the Property, subject to compliance with reasonable health and safety rules.
6. Navajo will contemporaneously copy all correspondence, reports, sampling results, and the like regarding its activities on the Property to the City.
7. Any fill material brought onto the Property by Navajo shall be not unlike background soils in close proximity to the Property.
8. The Easement, Exhibit "A" and this Addendum are binding upon Navajo, its agents, employees, and contractors and Navajo agrees to provide each with a copy of same.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

NAVAJO REFINING COMPANY

By: \_\_\_\_\_  
**DRAFT**



**Intera Incorporated**  
One Park Square  
6501 Americas Parkway NE  
Suite 820  
Albuquerque, NM 87110  
Telephone: 505 246 1600  
Fax: 505 246 2600

**MEMORANDUM**

RECEIVED

TO: Martyne J. Kieling  
Environmental Geologist, Oil Conservation Division

JAN 15 2004

FROM: Joseph Tracy, Project Manager *JAT*  
INTERA Incorporated

Oil Conservation Division  
1220 S. Saint Francis Drive  
Santa Fe, NM 87505

RE: INVOICE No. 11-03-03

DATE: January 12, 2002

In response to your letter dated December 23, 2003, INTERA has provided the appropriate receipts for the "at cost" work performed by INTERA and/or its subcontractor, Rhino Environmental. These costs were incurred during the field work conducted at the Oil Conservation Division (OCD) Araho Facility during October 2003. The following reflects the amount of the outstanding items:

Invoice No. 11-03-39 Original Amount -	\$105,081.76
Amount Paid by OCD -	\$100,400.35
INTERA Credit (NORM Survey overcharge)	\$ 962.10
<b>Outstanding Amount Invoice No. 11-03-39</b>	<b>\$ 3719.31</b>

Please pay the outstanding amount \$3719.31 to complete payment of Invoice No. 11-03-03. Attached are the appropriate receipts required by OCD. Please call me at (505) 246-1600 ext. 219 if you have any questions or comments. Thank you.

*Approved For Payment*  
*\$ 3356.90*  
*Martyne J. Kieling*  
*1-14-04*

State of New Mexico  
Oil Conservation Division  
Phase I Investigation and Remediation  
Araho, Inc.  
Invoice Detail Invoice #11-03-39  
November 3, 2003

<b>Task 2. Map Buried Utilities (1-Call) and Perform Naturally Occurring Radioactive Materials (NORM) Survey</b>					
Expenses	Contract Line Item	Rate	Unit	# of Units	Total
NORM Survey - Invoiced	"At Cost"	1,300.00	each	1	\$ 1,300.00
NORM Survey - Actual w/ Hobbs Gross Receipts Tax	"At Cost"	390.75	each	1	\$ 390.75
<b>Subtotal Expenses (Over Charge)</b>					<b>\$ 909.25</b>
<b>SUBTOTAL TASK 2 (Over Charge):</b>					<b>\$ 909.25</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 52.85</b>
<b>GRAND TOTAL TASK 2 (Over Charge plus NMGRT):</b>					<b>\$ 962.10</b>
<b>INTERA Credit</b>					<b>\$ 962.10</b>
<b>Task 2 Total</b>					<b>\$ 0.00</b>

<b>Task 3. Field Investigation: Tank Removal/Cleaning/Disposal and Piping Removal/Disposal and Sampling/Trenching</b>					
Expenses	Contract Line Item	Rate	Unit	# of Units	Total
Transportation and Disposal of Materials (Scrap Metals, Piping, Tanks) below NORM allowable limits	"At Cost"	195.00	load	7	\$ 1,365.00
Disposal of Miscellaneous Trash	"At Cost"	40.00	ton	13	\$ 520.00
Delivery of Two 20 Yard Roll-Off Containers	"At Cost"	300.00	each	2	\$ 600.00
Mixing of Dry On-Site Material	"At Cost"	200.00	each	1	\$ 200.00
Clean Sand	"At Cost"	4.00	yard	200	\$ 800.00
Hand-Held GPS Unit	"At Cost"	5.00	day	6	\$ 30.00
<b>Subtotal Expenses</b>					<b>\$ 3,515.00</b>
<b>SUBTOTAL TASK 3:</b>					<b>\$ 3,515.00</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 204.31</b>
<b>GRAND TOTAL TASK 3:</b>					<b>\$ 3,719.31</b>

<b>Outstanding Charges from Invoice No. 11-03-39:</b>	<b>\$ 3,719.31</b>
---	--------------------

Notes:  
NMGRT = New Mexico Gross Receipts Tax



**Intera Incorporated**  
One Park Square  
6501 Americas Parkway NE  
Suite 820  
Albuquerque, NM 87110  
Telephone: 505 246 1600  
Fax: 505 246 2600

**MEMORANDUM**

TO: Martyne J. Kieling  
Environmental Geologist, Oil Conservation Division

FROM: Joseph Tracy, Project Manager *JTT*  
INTERA Incorporated

RE: INVOICE No. 11-03-03

DATE: January 12, 2002

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*Approved For Payment*  
*\$ 3356.90* ~~*\$ 3719.31*~~  
*Martyne J. Kieling*  
*1-14-04*

**State of New Mexico**  
**Oil Conservation Division**  
**Phase I Investigation and Remediation**  
**Araho, Inc.**  
**Invoice Detail Invoice #11-03-39**  
**November 3, 2003**

<b>Task 2. Map Buried Utilities (1-Call) and Perform Naturally Occurring Radioactive Materials (NORM) Survey</b>					
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<b>SUBTOTAL TASK 2 (Over Charge):</b>					<b>\$ 909.25</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 52.85</b>
<b>GRAND TOTAL TASK 2 (Over Charge plus NMGRT):</b>					<b>\$ 962.10</b>
<b>INTERA Credit</b>					<b>\$ 962.10</b>
<b>Task 2 Total</b>					<b>\$ 0.00</b>

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Expenses	Contract Line Item	Rate	Unit	# of Units	Total
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Disposal of Miscellaneous Trash	"At Cost"	40.00	ton	13 44 <sup>cm</sup>	\$ 520.00
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<b>Outstanding Charges from Invoice No. 11-03-39:</b>	<b>\$</b>	<b>3,719.31</b>
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Notes:  
 NMGRT = New Mexico Gross Receipts Tax

1192.50  
 350  
 3172.50  
 184.40  
 3356.90

# CONTROLLED RECOVERY, INC.

P.O. Box 388 • Hobbs, New Mexico 88241-0388

(505) 393-1079

Bill to \_\_\_\_\_

Address \_\_\_\_\_

Company/Generator \_\_\_\_\_

Lease Name OCD  
Arabo SWD

Trucking Company Diambalback Vehicle Number 503 Driver (Print) Mike Jennings

Date 11 6 03 Time 1130 (a.m.) / p.m.

### Type of Material

- Exempt
- Tank Bottoms
- Fluids
- Non-Exempt
- C117 \_\_\_\_\_
- Other Material
- C138 \_\_\_\_\_
- Soils
- List Description Below

OCD

### DESCRIPTION

☆ Certificate of waste status  
Below grade  
pipe + assorted trash from  
pipe + tank removal

Volume of Material  Bbls.  Yard 10  Gallons

Wash Out  Call Out  After Hours  Debris Charge

**This statement applicable to exempt waste only.**

I represent and warrant that the wastes are: generated from oil and gas exploration and production operations; exempt from Resource Conservation and Recover Act (RCRA) Subtitle C Regulations; and not mixed with non-exempt wastes.

Agent [Signature]  
(Signature)

CRI Representative [Signature]  
(Signature)

### TANK BOTTOMS

	Feet	Inches	BBLS Received	BS&W	%
1st-Gauge					
2nd Gauge			Free Water		
Received			Total Received		

**NO 49737**

White - CRI

Canary - CRI Accounting

Pink - CRI Plant

Gold - Transporter

SUPPLIES PRINTING SERVICE, INC.

Controlled Recovery, Inc.  
P.O. Box 388  
Hobbs, NM 88241-0388

Voice: (505) 393-1079  
Fax: (505) 393-3615

**Invoice**  
Invoice Number:  
015478

Invoice Date:  
Nov 7, 2003

Page:  
1

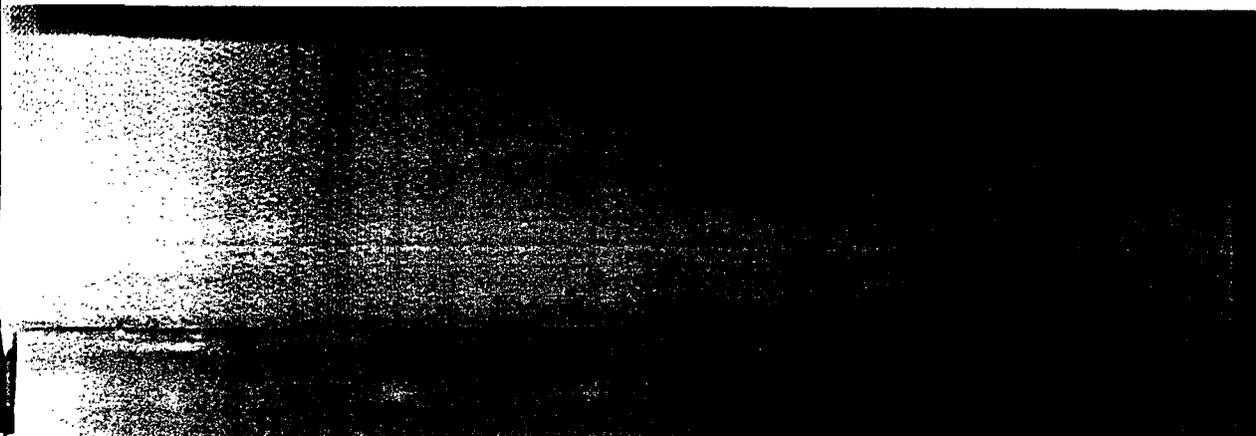
**Sold To:**  
RHINO ENVIRONMENTAL  
P.O. BOX 57180  
ALBUQUERQUE, NM 87122

**Ship to:**  
OCD  
ARAHO SWD

Customer ID	Customer PO	Payment Terms		
RHINO		Net 30 Days		
Sales Rep ID	Shipping Method	Ship Date	Due Date	
	DIAMOND BACK		12/7/03	
Quantity	Item	Description	Unit Price	Extension
10.00		PIPE/ASSORTED TRASH PER TICKET #49737	18.00	180.00

Subtotal 180.00  
Sales Tax  
Total Invoice Amount 180.00  
Payment Received  
**TOTAL 180.00**

Check No:



P2PPE

CAMINO REAL ENVIRONMENTAL CENTERF

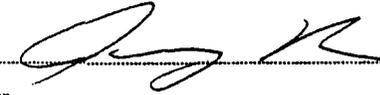
1000 Camino Real Boulevard  
Sunland Park, NM 88063  
(505) 589-9440

Bill Acct: ERHINO ENVIRONMF Haul Acct: RHINO ENVIRONMF Ticket#:E526035F  
E00-0000628F 00-0000628

Vehicle# : PO# : ---In--- ---Out---  
TT = 200-Commercial Date 11/06/03 11/06/03  
PT = 1-Charge Check # : Time 14:33 14:33

M -1E Material Types Rate/UM Vol/QY lbs Tax Tip  
Tot -0F  
MT = 30-Commercial \$5.00/CY 14 0 \$0.00 \$70.00  
\$70.00

E Tip Amt 70.00 @ \$5.00/cy F  
ESpec Amt 0.00 F  
EAmt Tend 70.00F  
EChange 0.00F  
VOL/QY/CYD = 14.00 E =====F  
EAmount \$70.00F

Driver:  Weighmaster: -1FRANCISCO CELIS -0

PPE F  
PNEW HRS. MON. - FRI. 7AM-4PM  
1-CELL 7



Shipper's No.

Carrier

Agent's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at Arabo - Lovington, NM from OCB

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned and delivered as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee - For purposes of notification only.)

Consigned to CR1

Destination MM 66 Hwy 62 180 Hobbs State of NM Zip Code \_\_\_\_\_ County of Lea

Routing \_\_\_\_\_ Delivering Carrier Diamondback Vehicle or Car Initial 503 No. \_\_\_\_\_

Collect On Delivery

\$ \_\_\_\_\_ and remit to: \_\_\_\_\_

C. O. D. charge to be paid by  Shipper  Consignee

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

No. Packages	Description of Articles, Special Marks, and Exceptions	Weight (Sub. to Car.)	Class or Rate	Check Column
1	Pipe-assorted trash from tank removal  1.5 hours @ \$45/hr.	10 yd <sup>3</sup>		

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statements:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "TO BE PREPAID."

Received \$ \_\_\_\_\_ to apply to prepayment of the charges on the property described hereon.

Agent or Cashier

Per \_\_\_\_\_ (the signature here acknowledges only the amount Prepaid.)

Charges Advanced: \$ \_\_\_\_\_

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per

Mike Jenman Shipper, Per \_\_\_\_\_ Agent, Per \_\_\_\_\_

Permanent post-office address of shipper: 4007 Lovington Hwy, Hobbs, NM 88240

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

Bill of Lading

Shipper's No.

Carrier

Agent's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at Arabo Lovington from OCB

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(Mail or street address of consignee - For purposes of notification only.)

Consigned to Cemino Real

Destination McNutt, Sunland Park State of NM Zip Code \_\_\_\_\_ County of Dona Ana

Routing \_\_\_\_\_ Delivering Carrier Rhino Vehicle or Car Initial \_\_\_\_\_ No. 003

Collect On Delivery

\$ \_\_\_\_\_ and remit to: \_\_\_\_\_

C. O. D. charge to be paid by  Shipper  Consignee

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

No. Packages	Description of Articles, Special Marks, and Exceptions	Weight (Sub. to Car.)	Class or Rate	Check Column
1	Solid waste  5 hrs at 45.00/hour	5 cy		

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statements:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "TO BE PREPAID."

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Agent or Cashier

Per \_\_\_\_\_ (the signature here acknowledges only the amount Prepaid.)

Charges Advanced: \$ \_\_\_\_\_

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per

Lenny Ribero Shipper, Per Rhino Environmental Agent, Per \_\_\_\_\_

Permanent post-office address of shipper: 200 Sunset Dr., Ste. D, El Paso, TX 79922

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

Bill of Lading

UNIFORM STRAIGHT BILL OF LADING Original—Not Negotiable—Domestic

Shipper's No.

Carrier

Agent's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

at ARAND LOVINGTON from OCD

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or route, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for transit and his consignee.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to CAMINO REAL

Destination MCNUTT, SUNLANDPARK State of NM Zip Code \_\_\_\_\_ County of DONA ANA

Routing \_\_\_\_\_ Delivering Carrier \_\_\_\_\_ Vehicle \_\_\_\_\_ or Car Initial \_\_\_\_\_ No. \_\_\_\_\_

Collect On Delivery \$ \_\_\_\_\_ and remit to: \_\_\_\_\_

C. O. D. charge to be paid by { Shipper  Consignee

No. Packages	Description of Articles, Special Marks, and Exceptions	Weight (Sub. to Car.)	Class or Rate	Check Column
1	SOLID WASTE 5 hrs at \$45/hr	15 cy		

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statements:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor.) \_\_\_\_\_

If charges are to be prepaid, write or stamp here, "TO BE PREPAID."

Received \$ \_\_\_\_\_ to apply to prepayment of the charges on the property described hereon.

Agent or Cashier \_\_\_\_\_

Per \_\_\_\_\_ (the signature here acknowledges only the amount Prepaid.)

Charges Advanced: \$ \_\_\_\_\_

Jerry Rivera Shipper, Per Rhino Environmental Agent, Per \_\_\_\_\_

Permanent post-office address of shipper, 200 Sunset Dr., Ste. D, El Paso, Tx 79922

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

Bill of Lading

UNIFORM STRAIGHT BILL OF LADING Original—Not Negotiable—Domestic

Shipper's No.

Carrier

Agent's No.

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at ARAND LOVINGTON from OCD

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(Mail or street address of consignee—For purposes of notification only.)

Consigned to CAMINO REAL

Destination MCNUTT, SUNLANDPARK State of NM Zip Code \_\_\_\_\_ County of DONA ANA

Routing \_\_\_\_\_ Delivering Carrier \_\_\_\_\_ Vehicle \_\_\_\_\_ or Car Initial \_\_\_\_\_ No. \_\_\_\_\_

Collect On Delivery \$ \_\_\_\_\_ and remit to: \_\_\_\_\_

C. O. D. charge to be paid by { Shipper  Consignee

No. Packages	Description of Articles, Special Marks, and Exceptions	Weight (Sub. to Car.)	Class or Rate	Check Column
1	SOLID WASTE 5 hrs at \$45/hr	14 cy		

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Received \$ \_\_\_\_\_ to apply to prepayment of the charges on the property described hereon.

Agent or Cashier \_\_\_\_\_

Per \_\_\_\_\_ (the signature here acknowledges only the amount Prepaid.)

Charges Advanced: \$ \_\_\_\_\_

Jerry Rivera Shipper, Per Rhino Environmental Agent, Per \_\_\_\_\_

Permanent post-office address of shipper, 200 Sunset Dr., Ste. D, El Paso, Tx

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

Bill of Lading

# HOBBS IRON & METAL INC.

920 S. GRIMES • P.O. BOX 2007 • 505-351-1726  
HOBBS, NEW MEXICO 88241

Date: 10/24/03  
Name: RHINO ENVIRONMENTAL  
Address: LOVINGTON HWY  
City: HOBBS

Ticket Number: 32230  
License Number: JUSTIN R

KD

ORIGINAL PRINTED 10/24/03

For and in consideration of the sum of \$1,027.00, I hereby bargain, sell, transfer and assign to HOBBS IRON & METAL, INC. the following personal property, to-wit:

ITEM	GROSS	TARE	NET	PRICE	AMOUNT
Unprepared Steel	36540	33780	2760		
Unprepared Steel	40740	36850	3890	0.0200	55.20
Unprepared Steel	30380	25330	5050	0.0200	77.00
Unprepared Steel	41070	35740	5330	0.0200	106.60
Unprepared Steel	39150	28360	10790	0.0200	196.60
Unprepared Steel	38130	28270	9860	0.0200	215.00
Unprepared Steel	41930	28220	13710	0.0200	274.20

982448/9014 CVT 4/99

adams  
9014 (4-PART FORM)

## UNIFORM STRAIGHT BILL OF LADING Original—Not Negotiable—Domestic

Shipper's No.

Carrier

Agent's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at ARAHO - LOVINGTON from ODC

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned and destined as shown below, which said commodity (the word commodity being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to HOBBS IRON + METAL

Destination 920 GRIMES HOBBS State of NM Zip Code \_\_\_\_\_ County of LEA

Routing \_\_\_\_\_ Delivering Vehicle \_\_\_\_\_  
Carrier DIAMONDBACK or Car Initial \_\_\_\_\_ No. \_\_\_\_\_

Collect On Delivery

\$ 450.00 and remit to: \_\_\_\_\_

C. O. D. charge to be paid by  Shipper  Consignee

No. Packages	Description of Articles, Special Marks, and Exceptions	Weight (Sub. to Cor.)	Class or Rate	Check Column
1	<u>SCRAP METAL</u>	2760		
1		3890		
1		5050		
1		5330		
1		10790		
1		9860		
1		13710		

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statements:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "TO BE PREPAID."

Received \$ \_\_\_\_\_ to apply to prepayment of the charges on the property described hereon.

Agent or Cashier

Per \_\_\_\_\_ (the signature here acknowledges only the amount Prepaid.)

Charges Advanced: \$ \_\_\_\_\_

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

Austin Roberts Shipper, Per DIAMONDBACK Agent, Per \_\_\_\_\_

Permanent post-office address of shipper, 4007 LOVINGTON HWY, HOBBS

UNIFORM STRAIGHT BILL OF LADING Original—Not Negotiable—Domestic

Shipper's No.

Carrier

Agent's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at Rhino Environmental from El Paso, TX

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property, over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to OCD

Destination Araho-Lovington State of NM Zip Code \_\_\_\_\_ County of Lea

Routing \_\_\_\_\_ Delivering Carrier Rhino Vehicle or Car Initial \_\_\_\_\_ No. \_\_\_\_\_

Collect On Delivery

\$ \_\_\_\_\_ and remit to: \_\_\_\_\_

C. O. D. charge to be paid by { Shipper  Consignee

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statements:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "TO BE PREPAID."

Received \$ \_\_\_\_\_ to apply to prepayment of the charges on the property described hereon.

Agent or Cashier

Per \_\_\_\_\_ (the signature here acknowledges only the amount Prepaid.)

Charges Advanced:

\$ \_\_\_\_\_

No. Packages	Description of Articles, Special Marks, and Exceptions	Weight (Sub. to Cor.)	Class or Rate	Check Column
2	20 yd <sup>3</sup> Roll-offs  9.25 hrs @ \$65/hr			

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per

Brian Ellis Shipper, Per Rhino Environmental Agent, Per \_\_\_\_\_

Permanent post-office address of shipper, 200 Sunset Dr., Ste D, El Paso, TX

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

Bill of Lading

1

2652

CUSTOMER'S ORDER NO.	DEPT.	DATE:
Intera	Landfarm	10/15/03
NAME: Arahc Injection Well Disposal Facility		
ADDRESS: Lovington		
CITY, STATE, ZIP: Lea County, NM		

SOLD BY:	CASH	C.O.D.	CHARGE	ON ACCT.	HDSE RTD.	PAID OUT
Rhino			<input checked="" type="checkbox"/>			

QUANTITY	DESCRIPTION	PRICE	AMOUNT
200 yd <sup>3</sup>	Clean Sand	4.00	800 00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

RECEIVED BY: *Steve Dyer*

2653

<b>CUSTOMER'S ORDER NO.</b> INTERA	<b>DEPT.</b> CONSTRUCTION	<b>DATE:</b> 10/17/03
<b>NAME:</b> ARAHO DISPOSAL FACILITY		
<b>ADDRESS:</b> LOVINGTON		
<b>CITY, STATE, ZIP</b> LEA COUNTY, NM		

<b>SOLD BY:</b> RHINO	<b>CASH</b>	<b>C.O.D.</b>	<b>CHARGE</b> ✓	<b>ON ACCT.</b>	<b>MDSE RTD.</b>	<b>PAID OUT</b>
--------------------------	-------------	---------------	--------------------	-----------------	------------------	-----------------

QUANTITY		DESCRIPTION	PRICE	AMOUNT
3.1	1	4cy Loader + Operator	65	200 00
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			

**RECEIVED BY:** Steve [Signature]

**EQUIPMENT CHARGE-OUT FORM**

Project Name: NMOCD Araho Facility

Project No: NMO-ARA-01-03

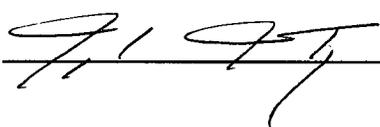
INTERA Rep: K. Clark

DATES USED	ITEM	UNITS	UNIT PRICE	QUANTITY	TOTAL AMOUNT
	<b>DIGITAL CAMERA</b>				
		day	25.00		\$ -
		week	90.00		\$ -
		month	270.00		\$ -
	<b>Miscellaneous Equipment:</b>				
	Generator (Honda EM5000SX) w/voltage regulator	day	45.00		\$ -
		week	150.00		\$ -
		month	450.00		\$ -
	Generator (Coleman 5000 ER)	day	35.00		\$ -
		week	115.00		\$ -
		month	350.00		\$ -
	Air Compressor (Campbell Hausfeld)	day	25.00		\$ -
	(3 gal, 125 psi, works w/ Well Wizard)	week	80.00		\$ -
		month	240.00		\$ -
	Pressure Washer	day	35.00		\$ -
	Wet-Vac Vacuum	day	10.00		\$ -
	Rotary Hammer (w/4" core bit & ground rod driver)	day	40.00		\$ -
		week	120.00		\$ -
	Drum Handler (use with forklift or etc.)	day	15.00		\$ -
		week	50.00		\$ -
	Drum Dolly	day	15.00		\$ -
		week	50.00		\$ -
	Swing Sampler (telescopes to 24 ft , for liquid & sludge)	day	25.00		\$ -
		week	80.00		\$ -
	Survey Equipment (rod, tripod, level, wheel)	day	85.00		\$ -
		week	250.00		\$ -
	<b>Miscellaneous Equipment: (con't)</b>				
10/20-10/24/03	GPS (Garmin 12) Hand Held Unit (two available)	day	6.00	5	\$ 30.00
		week	25.00		\$ -
	Level C or D Health & Safety supplies (per person)	day	10.00		\$ -
	Decontamination supplies	day	5.00		\$ -
	Small Tool Kit (minimum of one week rental)	week	10.00		\$ -
	<b>Air Monitoring:</b>				
	Gem-500	day	100.00		\$ -
		week	500.00		\$ -
		month	2000.00		\$ -
	Gas-Tech LEL/O2 Meter (%/ppm)	day	50.00		\$ -
		week	150.00		\$ -

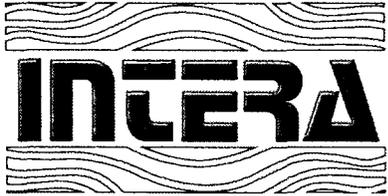
**FORM TOTAL** \$ 30.00

Employee/User Name (Printed): KONRAD CLARK

Date: 10/20 - 10/24/03

PM Signature of Approval: 

Date: 10/24/03



9111A Research Blvd  
Austin, Texas 78758  
TEL:512-425-2000  
FAX:512-425-2009

RECEIVED

JAN 15 2004

Oil Conservation Division  
1220 S. Saint Francis Drive  
Santa Fe, NM 87505

New Mexico Oil Conservation Division  
Attn: Sally Martinez  
1220 South Saint Francis Drive  
Santa Fe, NM 87505

January 12, 2004  
Invoice No : 12-03-34  
PROJECT NO: NMO-ARA

To Invoice for services rendered.  
RE: Phase I Surface Investigation and Clean-up at ARAHO, Inc  
Contract#308050918056  
PO#03-199-000799  
Billing Period: 11-1-2003/12-31-2003  
Project Manager: Joseph Tracy

**Professional Services**

Total Task 3	3,657.48	
Total Task 4	6,066.32	
Total Charges-detail attached		\$9,723.80
NMGRT 5.8125%		565.20
<b>Total Invoice</b>		<b><u>\$10,289.00</u></b>

Approved by:

Please remit payment to:

**INTERA Inc**  
**9111A Research Blvd.**  
**Austin, TX 78758**

Approved For Payment  
\$ 9,982.88  
Marty 2/4  
1-14-04

State of New Mexico  
Oil Conservation Division  
Phase I Investigation and Remediation  
Araho, Inc.  
Former Injection Well Disposal Facility,  
Lea County, New Mexico  
January 12, 2004

Task 3. Field Investigation: Tank Removal/Cleaning/Disposal and Piping Removal/Disposal and Sampling/Trenching					
Professional Services	Contract Line Item	Rate	Unit	# of Units	Total
None	00	N/A	N/A	N/A	\$ -
<b>Subtotal Professional Labor</b>					<b>\$ -</b>
Expenses	Contract Line Item	Rate	Unit	# of Units	Total
Vacuum/Jet Truck (additional costs)	"At Cost"	750.00	day	4.5	\$ 3,375.00
Federal Express	"At Cost"	30.61	delivery	1	\$ 30.61
Field Phone - Verizon Wireless	"At Cost"	234.33	project	1	\$ 251.87
<b>Subtotal Expenses</b>					<b>\$ 3,657.48</b>
<b>SUBTOTAL TASK 3:</b>					<b>\$ 3,657.48</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 212.59</b>
<b>GRAND TOTAL TASK 3:</b>					<b>\$ 3,870.07</b>
Task 4. Preparation of Araho Site Final Report					
Professional Services	Contract Line Item	Rate	Unit	# of Units	Total
Principal	0001	100.00	hour	5.5	\$ 550.00
Project Scientist/Engineer/Manager	0003	67.00	hour	24	\$ 1,608.00
Project Scientist/Engineer/Manager	0003	67.00	hour	19.5	\$ 1,306.50
Staff Scientist/Engineer	0004	52.00	hour	10	\$ 520.00
Field Technician II	0005	50.00	hour	8	\$ 400.00
Draftsperson II (Figures, Cross Sections)	0007	50.00	hour	16	\$ 800.00
Draftsperson II (Figures, Cross Sections)	0007	50.00	hour	15.5	\$ 775.00
Administrator (Technical Editor)	0009	40.00	hour	2.5	\$ 100.00
Federal Express	"At Cost"	6.82	delivery	1	\$ 6.82
<b>Subtotal Professional Labor</b>					<b>\$ 6,066.32</b>
<b>SUBTOTAL TASK 4:</b>					<b>\$ 6,066.32</b>
<b>NMGRT @ 5.8125%</b>					<b>\$ 352.60</b>
<b>GRAND TOTAL TASK 4:</b>					<b>\$ 6,418.92</b>
<b>PROJECT GRAND TOTAL:</b>					<b>\$ 10,289.00</b>

Notes:

NMGRT = New Mexico Gross Receipts Tax

Nov 20 03 06:00p

505-7-4874

P. 1

**RHINO ENVIRONMENTAL SERVICES INC.**  
P.O. BOX 57180  
ALBUQUERQUE, NM 87187-7180

# Invoice

Customer No.: INTERA INC.  
Invoice No.: 6301

**Bill To: INTERA INC.- SUITE 820**  
JOE TRACY  
6501 AMERICAS PARKWAY NE  
ALBUQUERQUE, NM 87110

**Ship To: ARAHO INC.**  
INJECTION WELL DISPOSAL  
FACILITY, LEA COUNTY, NM.

Date	Ship Via	F.O.B.	Terms
11/20/03			Net 30
Purchase Order Number	Order Date	Sales Person	Our Order Number
	11/20/03		6334
Quantity Required    Shipped    B.O.	Item Number	Description	Unit Price    Amount

45.000		CHANGE ORDER- VACUUM/JET TRUCK 45 HOURS AT \$75.00 PER HOUR	75.00	3375.00
		Invoice subtotal		3375.00
		Invoice total		3375.00 ✓

*12/15*

*OK 71 77 11/21/03*

*NMD- ARA - 01 - 03*

*\*\* Nancy - Hold UNTIL WE REC. APPROVAL FROM O.C.D. \*\**

Thank You



Invoice Number: 4-949-27912  
Invoice Date: Nov 17, 2003  
Account Number: 2784-8524-2  
Page: 4 of 4

Shipped up: Nov 11, 2003 Payor: Shipper Reference: TRACY NMO-ARA-01-04

- Fuel Surcharge - FedEx has applied a fuel surcharge of 3.00% to this shipment.
- Distance Based Pricing, Zone 2
- Release signature on file.

\$6.82

→  
OCD

Item was not on  
Estimate  
10/30/03

InternetShip  
Tracking ID 792368328760  
Service Type FedEx Priority Overnight  
Package Type FedEx Envelope  
Zone 2  
Packages 1  
Weight 1.0 lbs. 0.5 kgs  
Delivered Nov 12, 2003 10:05  
Svc Area A2  
Signed by C.LAY WILSON  
FedEx Use 525746420/00186/02

Sender  
MARILYN BLACK  
INTERA INC  
8501 AMERICAS PKWY NE STE 820  
ALBUQUERQUE NM 87110-5308 US

Transportation Charge  
Discount  
Fuel Surcharge  
Total Charge

13.80
-7.18
0.20
<b>USD \$ 6.82</b>



No  
↓

4-948-46065  
Oct 31, 2003  
2784-8524-2  
3 of 4

Dropped off: Oct 24, 2003 Payor: Shipper Reference: NMO-ARA-01-03

- Fuel Surcharge - FedEx has applied a fuel surcharge of 4.50% to this shipment.
- Distance Based Pricing, Zone 4
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- We calculated your charges based on a dimensional weight of 18.0 lbs., 16" x 16" x 13", divided by 194.

InternetShip  
Tracking ID 790450035729  
Service Type FedEx Standard Overnight  
Package Type Customer Packaging  
Zone 4  
Packages 1  
Weight 13.0 lbs. 5.9 kgs  
Delivered Oct 27, 2003 08:24  
Svc Area A1  
Signed by N.DRAKE  
FedEx Use 523347410/013271

Sender  
MARILYN BLACK  
INTERA INC  
8501 AMERICAS PKWY NE STE 820  
ALBUQUERQUE NM 87110-5308 US

Recipient  
MR. JORDAN  
GEOTECH  
8035 EAST 40TH STREET  
DENVER CO 80207 US

Transportation Charge  
Discount  
Fuel Surcharge  
Total Charge

53.25
-23.96
1.32
<b>USD \$ 30.61</b>

Field Phone 505/ 239-7987  
11/7/03 - 12/7/03

Bill Ref #	Project Number	Number of Minutes	Per Minute Charge	Additional Phone Charges	Additional Minute Charges	Total to be charged to Project #
1	NMO-ARA-01-03	118	.1695			20.00
1	NMO-ARA-01-03	(roam) 96		Roam 51.75		51.75
	Total					\$ 71.75

235 minutes

Monthly Charge 20.00

Calls w/Roam Fee 51.75

Fees 1.33

Taxes ~~7.19~~

Total Due \$ 80.27



Account Number..... 863926813-0001  
 Invoice Number..... 1827498739  
 Billing Date..... December 7, 2003

**Charges for Wireless Number (505) 239-7987 Jay**

*Field phone*

**Your Wireless Plan Details**

Current Plan - 041586 AMERICA'S CHOICE FAMILYSHARE SECOND 1500 LONG DISTANCE \$20.00 1Y 1002

Monthly Access	Monthly Allowance Minutes (defined by your Calling Plan)			Additional Per Minute Charge (defined by your Calling Plan)		
	0 peak	0 off-peak	0 weekend	\$ .25 peak	\$ .25 off-peak	\$ .25 weekend
\$20.00						

**Active Additional Services:** 3-Party-Conference - Call Forward Busy - Call Forwarding - Call Forward No Answer - Call Waiting - Call Delivery - Basic Voice Mail - CDMA Digital W/Txt Msg - CallerID - Message Waiting Ind - Detail Billing - Nat Mob to Mob -1000 Mins - Roamer Toll - Home Toll

**Your Promotional Details**

	Start Date
Unlimited Night & Weekend Minutes / \$4.99	04/21/03
Unlimited Night & Weekend Minutes/\$0	03/13/03

**Monthly Access Charges**

	Amount
Monthly Access: from 12/08/03 to 01/07/04	20.00
<b>Total Monthly Access Charges</b>	<b>\$20.00</b>

**Home Usage and Charges**

	Peak	Amount
<b>Delayed Airtime Usage</b>		
Airtime (Minutes)	1	
Mobile to Mobile Allowance Minutes	1	Included
<b>Delayed Billable Airtime</b>		
Delayed Airtime Charges	0.00	\$0.00
<b>Current Month's Airtime Usage</b>		
Airtime (Minutes)	10	
Mobile to Mobile Allowance Minutes	1	Included
Shared Allowance Minutes	9	Included
<b>Current Month's Billable Airtime</b>		
Current Month's Airtime Charges	0.00	\$0.00
<b>Total Home Usage and Charges</b>		<b>\$0.00</b>

**Roam Usage and Charges**

	Total	Amount
<b>Delayed Roam Usage and Charges</b>		
Airtime (Minutes)	96	
Airtime Charges		51.75
<b>Total Roam Usage and Charges</b>		<b>\$51.75</b>



Account Number..... 863926813 -00001  
 Invoice Number..... 1827498733  
 Billing Date..... December 7, 2003

**Verizon Wireless' Other Charges and Credits**

	<b>Amount</b>
Fed Universal Service Charge	1.28
Regulatory Charge	.05
<b>Total Verizon Wireless' Other Charges and Credits</b>	<b>\$1.33</b>

**Taxes, Governmental Surcharges and Fees**

	<b>Amount</b>
NM State Trs Surchg	.24
NM State E911 Fee	.51
Federal Tax	2.19
<b>State Tax:</b>	
NM Gross Receipts Tax	3.29
<b>Total State Tax</b>	<b>3.29</b>
<b>Local Tax:</b>	
Bernalillo Cnty G/R Tax	.18
Albuquerque City G/R Tax	.78
<b>Total Local Tax</b>	<b>.96</b>
<b>Total Taxes, Governmental Surcharges and Fees</b>	<b>\$7.19</b>

**Total Current Charges for Wireless Number (505) 239-7987**

**\$80.27**

**Wireless Details for (505) 239-7987 Jay**

**HOME AREA**

#	Date	Time	Rate Period	Call Origination+	Called Phone Number	Call Destination	Minutes	Usage Type	Home Airtime Charges	Other Call Type	Other Call Charges	Total Charges
1	11/07	06:40P	P	Hobbs /A NM	(505) 239-7987	Mailbox	CL	1	MPNR	.00	.00	.00
2	11/12	12:31P	P	Laguna NM	(505) 239-7987	Incoming	CL	4	A	Included	.00	.00
3	11/12	12:37P	P	Albuquerqu NM	(505) 246-0086	Albuquerque	NM	1	A	Included	.00	.00
4	11/12	12:38P	P	Albuquerqu NM	(505) 236-6618	Albuquerque	NM	1	MN	.00	.00	.00
5	11/12	02:05P	P	Albuquerqu NM	(505) 239-7987	Incoming	CL	4	A	Included	.00	.00

**ROAM**

#	Date	Time	Call Origination+	Called Phone Number	Call Destination	Minutes	Usage Type	Roam Airtime Charges	Other Call Type	Other Call Charges	Total Charges
1	11/03	07:55A	Roswell /B NM	(505) 246-1600	Albuquerque	NM	2	P	1.38	.00	1.38
2	11/03	10:10A	Roswell /B NM	(505) 246-0086	Albuquerque	NM	1	P	.69	.00	.69
3	11/03	10:10A	Roswell /B NM	(505) 238-8673	Albuquerque	NM	1	MPN	.00	.00	.00
4	11/03	02:57P	Roswell /B NM	(505) 246-1600	Albuquerque	NM	1	P	.69	.00	.69
5	11/03	02:59P	Roswell /B NM	(505) 246-0086	Albuquerque	NM	1	P	.69	.00	.69
6	11/03	03:00P	Roswell /B NM	(505) 238-8673	Albuquerque	NM	8	MPN	.00	.00	.00
7	11/03	03:11P	Roswell /B NM	(505) 239-7987	Incoming	CL	6	P	4.14	.00	4.14
8	11/04	02:10P	Roswell /B NM	(505) 968-1098	Albuquerque	NM	1	P	.69	.00	.69

Order #: 4807E Copy #: 02



Account Number..... 863926813 00001  
 Invoice Number..... 1827498733  
 Billing Date..... December 7, 2003

Continued from previous page...

**ROAM**

#	Date	Time	Call Origination+	Called Phone Number	Call Destination	Minutes	Usage Type	Roam Airtime Charges	Other Call Type	Other Call Charges	Total Charges
9	11/04	02:14P	Roswell /B NM	(505) 968-1098	Albuquerque NM	1	P	.69		.00	.69
10	11/04	02:17P	Roswell /B NM	(505) 238-7987	Incoming	5	P	3.45		.00	3.45
11	11/04	04:58P	Roswell /B NM	(505) 238-7987	Mailbox	3	MPNR	.00		.00	.00
12	11/04	05:01P	Roswell /B NM	(505) 238-9873	Albuquerque NM	2	MPN	.00		.00	.00
13	11/04	05:03P	Roswell /B NM	(505) 246-0086	Albuquerque NM	2	P	1.38		.00	1.38
14	11/04	05:28P	Roswell /B NM	(505) 246-0086	Albuquerque NM	1	P	.69		.00	.69
15	11/05	09:50A	Roswell /B NM	(505) 238-7987	Mailbox	1	MPNR	.00		.00	.00
16	11/05	09:51A	Roswell /B NM	(505) 246-1600	Albuquerque NM	8	P	4.14		.00	4.14
17	11/05	10:19A	Roswell /B NM	(505) 238-9873	Albuquerque NM	1	MPN	.00		.00	.00
18	11/05	11:04A	Roswell /B NM	(505) 238-7987	Incoming	7	P	4.83		.00	4.83
19	11/05	12:21P	Roswell /B NM	(505) 238-7987	Incoming	1	P	.69		.00	.69
20	11/05	03:39P	Roswell /B NM	(505) 234-0124	Carlsbad	3	P	2.07		.00	2.07
21	11/06	08:21A	Roswell /B NM	(505) 246-1600	Albuquerque NM	1	P	.69		.00	.69
22	11/06	08:22A	Roswell /B NM	(505) 246-0086	Albuquerque NM	1	P	.69		.00	.69
23	11/06	08:23A	Roswell /B NM	(505) 238-7987	Mailbox	1	MPNR	.00		.00	.00
24	11/06	08:24A	Roswell /B NM	(505) 238-9873	Albuquerque NM	2	MPN	.00		.00	.00
25	11/06	09:18A	Roswell /B NM	(505) 238-7987	Incoming	2	P	1.38		.00	1.38
26	11/06	10:31A	Roswell /B NM	(505) 867-2851	Carlsbad	2	P	1.38		.00	1.38
27	11/06	11:36A	Roswell /B NM	(505) 246-1600	Albuquerque NM	2	P	1.38		.00	1.38
28	11/06	04:04P	Roswell /B NM	(505) 246-0086	Albuquerque NM	1	P	.69		.00	.69
29	11/06	05:32P	Roswell /B NM	(505) 867-3913	Bernalillo	1	P	.69		.00	.69
30	11/06	05:52P	Roswell /B NM	(505) 867-3913	Bernalillo	1	P	.69		.00	.69
31	11/06	06:14P	Roswell /B NM	(505) 867-3913	Bernalillo	7	P	4.83		.00	4.83
32	11/07	08:28A	Roswell /B NM	(505) 238-7987	Mailbox	2	MPNR	.00		.00	.00
33	11/07	08:55A	Hobbs /B NM	(505) 238-9873	Albuquerque NM	2	MP	1.38		.00	1.38
34	11/07	11:11A	Hobbs /B NM	(505) 867-3913	Bernalillo	1	P	.69		.00	.69
35	11/07	03:20P	Roswell /B NM	(505) 246-5700	Albuquerque NM	5	P	3.45		.00	3.45
36	11/07	03:26P	Roswell /B NM	(505) 269-9068	Albuquerque NM	5	P	3.45		.00	3.45
37	11/07	03:30P	Roswell /B NM	(505) 246-5700	Albuquerque NM	3	P	2.07		.00	2.07
38	11/07	06:14P	Clovis/P/B NM	(505) 238-7987	Mailbox	1	PR	.69		.00	.69
39	11/07	06:51P	Tucumcar/B NM	(505) 238-9873	Albuquerque NM	2	MP	1.38		.00	1.38

+Designates the location, city and state, of the cell tower or switching center which processed the call.

<b>Legends:</b>	
Rate Period	P = Peak
Usage Type	A = Price Plan Allowance M = Mobile to Mobile N = Mob to Mob Allow Mins P = Prior Month's Delayed Call R = Voice Mail Retrieval

Field Phone 505/ 239-7987  
10/7/03 - 11/7/03

Bill Ref #	Project Number	Number of Minutes	Per Minute Charge	Additional Phone Charges	Additional Minute Charges	Total to be charged to Project #
1	<del>NMO-ARA-01-03</del>	36	.556			20.00 ✓
1	<del>NMO-ARA-01-03</del>	199(roam)		Roam 176.99		133.86 ✓
	Total					<del>153.86</del>

235 minutes

Monthly Charge 20.00

Calls w/Roam Fee 133.86

Fees 2.89

Taxes 14.85

Total Due. \$171.60



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**Charges for Wireless Number (505) 239-7987 Jay**

**Your Wireless Plan Details**

**Current Plan - 041586 AMERICA'S CHOICE FAMILYSHARE SECOND 1500 LONG DISTANCE \$20.00 1Y 1002**

Monthly Access	Monthly Allowance Minutes (defined by your Calling Plan)			Additional Per Minute Charge (defined by your Calling Plan)		
	0 peak	0 off-peak	0 weekend	\$ .25 peak	\$ .25 off-peak	\$ .25 weekend
\$20.00	0 peak	0 off-peak	0 weekend	\$ .25 peak	\$ .25 off-peak	\$ .25 weekend

**Active Additional Services:** 3-Party-Conference - Call Forward Busy - Call Forwarding - Call Forward No Answer - Call Waiting - Call Delivery - Basic Voice Mail - CDMA Digital W/Txt Msg - CallerID - Message Waiting Ind - Detail Billing - Nat Mob to Mob - 1000 Mins - Roamer Toll - Home Toll

**Your Promotional Details**

Unlimited Night & Weekend Minutes / \$4.99  
 Unlimited Night & Weekend Minutes/\$0

Project #: See Attached  
 Mgr. approval: \_\_\_\_\_

Start Date  
 04/21/03  
 03/13/03

**Monthly Access Charges**

Monthly Access	Amount
Monthly Access from 11/08/03 to 12/07/03	20.00
<b>Total Monthly Access Charges</b>	<b>\$20.00</b>

**Home Usage and Charges**

	Peak	Off-Peak	Weekend	Amount
<b>Delayed Airtime Usage</b>				
Airtime (Minutes)	7	0	0	
Shared Allowance Minutes++	7	0	0	Included
<b>Delayed Billable Airtime</b>				
Delayed Airtime Charges	0.00	0.00	0.00	\$0.00
<b>Current Month's Airtime Usage</b>				
Airtime (Minutes)	26	1	2	
Promotional Allowance/Minutes	0	1	2	Included
Mobile to Mobile Allowance Minutes	5	0	0	Included
Shared Allowance Minutes	21	0	0	Included
<b>Current Month's Billable Airtime</b>				
Current Month's Airtime Charges	0.00	0.00	0.00	\$0.00
<b>Total Home Usage and Charges</b>				<b>\$0.00</b>

++ Delayed allowance minutes are deducted from current month's allowance.

**Roam Usage and Charges**

	Totals	Amount
<b>Delayed Roam Usage and Charges</b>		
Airtime (Minutes)	23	
Airtime Charges		15.87



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**Roam Usage and Charges** Totals Amount

**Current Month's Roam Usage and Charges**

Airtime (Minutes)	176	
Airtime Charges		117.99
<b>Total Roam Usage and Charges</b>		<b>\$133.86</b>

**Verizon Wireless' Other Charges and Credits** Amount

Fed Universal Service Charge	2.84	
Regulatory Charge	.05	
<b>Total Verizon Wireless' Other Charges and Credits</b>		<b>\$2.89</b>

**Taxes, Governmental Surcharges and Fees** Amount

NM State Trs Surchg	.52	
NM State E911 Fee	.51	
<b>Federal Tax</b>	<b>4.70</b>	
<b>State Tax:</b>		
NM Gross Receipts Tax	7.06	
<b>Total State Tax</b>	<b>7.06</b>	
<b>Local Tax:</b>		
Bernalillo Cnty G/R Tax	.39	
Albuquerque City G/R Tax	1.67	
<b>Total Local Tax</b>	<b>2.06</b>	
<b>Total Taxes, Governmental Surcharges and Fees</b>		<b>\$14.85</b>

**Total Current Charges for Wireless Number (505) 239-7987** **\$171.60**

**Wireless Details for (505) 239-7987 Jay**

**HOME AREA**

#	Date	Time	Rate Period	Call Origination*	Called Phone Number	Call Destination	Minutes	Usage Type	Home Airtime Charges	Other Call Type	Other Call Charges	Total Charges
1	10/07	02:05P	P	Santa Fe/A	NM (505) 239-7987	Incoming	CL	7	AP	Included	.00	.00
2	10/14	11:51A	P	Albuquerque	NM (505) 246-1600	Albuquerque	NM	1	A	Included	.00	.00
3	10/14	01:01P	P	Tijeras	NM (505) 246-1600	Albuquerque	NM	1	A	Included	.00	.00
4	10/17	09:20P	O	Albuquerque	NM (505) 269-9068	Albuquerque	NM	1	Y	Included	.00	.00
5	10/19	05:29P	W	Albuquerque	NM (505) 640-0446	Las Cruces	NM	2	YM	Included	.00	.00
6	10/24	01:31P	P	Santa Fe/A	NM (505) 239-7987	Mailbox	CL	1	MNR	.00	.00	.00
7	10/24	01:32P	P	Santa Fe/A	NM (505) 239-7987	Mailbox	CL	1	MNR	.00	.00	.00
8	10/24	01:37P	P	Santa Fe/A	NM (505) 239-7987	Mailbox	CL	1	MNR	.00	.00	.00
9	10/24	03:20P	P	Albuquerque	NM (505) 239-7987	Incoming	CL	1	A	Included	.00	.00
10	10/24	03:26P	P	Albuquerque	NM (505) 867-3913	Bernalillo	NM	5	A	Included	.00	.00

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**HOME AREA**

#	Date	Time	Rate Period	Call Origination+	Called Phone Number	Call Destination	Minutes	Usage Type	Home Airtime Charges	Other Call Type	Other Call Charges	Total Charges
11	10/24	03:32P	P	Albuquerque NM	(505) 238-9673	Albuquerque NM	1	MN	.00		.00	.00
12	10/24	03:34P	P	Albuquerque NM	(505) 246-1600	Albuquerque NM	1	A	Included		.00	.00
13	10/24	03:39P	P	Albuquerque NM	(505) 246-1600	Albuquerque NM	2	A	Included		.00	.00
14	10/24	05:15P	P	Albuquerque NM	(505) 867-3913	Bernalillo NM	1	A	Included		.00	.00
15	10/24	05:20P	P	Albuquerque NM	(505) 867-3913	Bernalillo NM	1	A	Included		.00	.00
16	10/24	05:28P	P	Albuquerque NM	(505) 867-3913	Bernalillo NM	1	A	Included		.00	.00
17	10/24	05:58P	P	Albuquerque NM	(505) 239-7987	Incoming CL	4	A	Included		.00	.00
18	10/29	07:55A	P	Albuquerque NM	(505) 246-0086	Albuquerque NM	1	A	Included		.00	.00
19	10/29	02:26P	P	Albuquerque NM	(505) 239-7987	Incoming CL	2	A	Included		.00	.00
20	11/07	06:06P	P	Santa Fe/A NM	(505) 239-7987	Mailbox CL	1	MNR	.00		.00	.00

**ROAM**

#	Date	Time	Call Origination+	Called Phone Number	Call Destination	Minutes	Usage Type	Roam Airtime Charges	Other Call Type	Other Call Charges	Total Charges
1	10/07	04:50P	Roswell /B NM	(505) 867-3913	Bernalillo NM	1	P	.69		.00	.69
2	10/07	05:33P	Hobbs /B NM	(505) 867-3913	Bernalillo NM	1	P	.69		.00	.69
3	10/07	06:30P	Hobbs /B NM	(505) 867-3913	Bernalillo NM	1	P	.69		.00	.69
4	10/07	06:43P	Hobbs /B NM	(505) 867-3913	Bernalillo NM	1	P	.69		.00	.69
5	10/07	06:56P	Hobbs /B NM	(505) 867-3913	Bernalillo NM	1	P	.69		.00	.69
6	10/07	07:15P	Hobbs /B NM	(505) 867-3913	Bernalillo NM	1	P	.69		.00	.69
7	10/07	08:11P	Hobbs /B NM	(505) 867-3913	Bernalillo NM	1	P	.69		.00	.69
8	10/07	08:12P	Hobbs /B NM	(505) 867-3913	Bernalillo NM	8	P	5.52		.00	5.52
9	10/07	08:33P	Hobbs /B NM	(505) 238-9673	Albuquerque NM	2	MP	1.38		.00	1.38
10	10/07	08:34P	Hobbs /B NM	(505) 294-2635	Albuquerque NM	6	P	4.14		.00	4.14
11	10/08	08:14A	Hobbs /B NM	(505) 294-2635	Albuquerque NM	1		.69		.00	.69
12	10/08	10:02A	Hobbs /B NM	(505) 289-9088	Albuquerque NM	8		5.52		.00	5.52
13	10/08	10:18A	Hobbs /B NM	(505) 246-1600	Albuquerque NM	3		2.07		.00	2.07
14	10/08	10:22A	Hobbs /B NM	(505) 246-1600	Albuquerque NM	4		2.76		.00	2.76
15	10/14	03:10P	Roswell /B NM	(505) 246-0086	Albuquerque NM	4		2.76		.00	2.76
16	10/14	04:07P	Roswell /B NM	(505) 631-9586	Hobbs NM	1		.69		.00	.69
17	10/14	06:03P	Hobbs /B NM	(505) 867-3913	Bernalillo NM	5		3.45		.00	3.45
18	10/15	07:38A	Hobbs /B NM	(505) 294-2635	Albuquerque NM	2		1.38		.00	1.38
19	10/15	08:53A	Hobbs /B NM	(505) 392-9996	Hobbs NM	1		.69		.00	.69
20	10/15	08:55A	Hobbs /B NM	(505) 660-1067	Santa Fe NM	1	M	.69		.00	.69
21	10/15	08:55A	Hobbs /B NM	(505) 246-1600	Albuquerque NM	2		1.38		.00	1.38
22	10/15	08:57A	Hobbs /B NM	(505) 392-9996	Hobbs NM	2		1.38		.00	1.38
23	10/15	09:28A	Hobbs /B NM	(505) 246-1600	Albuquerque NM	5		3.45		.00	3.45
24	10/15	12:17P	Hobbs /B NM	(505) 238-9673	Albuquerque NM	4	M	2.76		.00	2.76
25	10/15	12:21P	Hobbs /B NM	(506) 540-1098	Albuquerque NM	1		.69		.00	.69
26	10/15	04:26P	Hobbs /B NM	(505) 246-1600	Albuquerque NM	11		7.59		.00	7.59
27	10/15	06:00P	Hobbs /B NM	(505) 246-0086	Albuquerque NM	1		.69		.00	.69
28	10/15	06:01P	Hobbs /B NM	(505) 246-0086	Albuquerque NM	1		.69		.00	.69
29	10/15	06:03P	Hobbs /B NM	(505) 246-0086	Albuquerque NM	9		6.21		.00	6.21
30	10/16	09:06A	Hobbs /B NM	(505) 246-0086	Albuquerque NM	1		.69		.00	.69
31	10/16	09:07A	Hobbs /B NM	(505) 239-7987	Mailbox CL	2	R	1.38		.00	1.38
32	10/16	01:26P	Hobbs /B NM	(505) 246-1600	Albuquerque NM	1		.69		.00	.69
33	10/16	04:34P	Hobbs /B NM	(505) 246-0086	Albuquerque NM	8		5.52		.00	5.52



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**ROAM**

#	Date	Time	Call Origination+	Called Phone Number	Call Destination	Minutes	Usage Type	Roam Airtime Charges	Other Call Type	Other Call Charges	Total Charges
34	10/16	07:30P	Hobbs /B NM	(505) 867-3913	Bernalillo NM	4		2.76		.00	2.76
35	10/16	09:17P	Hobbs /B NM	(505) 255-6507	Albuquerque NM	1		.69		.00	.69
36	10/16	09:19P	Hobbs /B NM	(505) 239-7987	Mailbox CL	2	R	1.38		.00	1.38
37	10/16	09:21P	Hobbs /B NM	(505) 246-0086	Albuquerque NM	1		.69		.00	.69
38	10/16	09:22P	Hobbs /B NM	(505) 238-8673	Albuquerque NM	1	M	.69		.00	.69
39	10/17	11:10A	Hobbs /B NM	(505) 246-0086	Albuquerque NM	1		.69		.00	.69
40	10/17	11:11A	Hobbs /B NM	(505) 239-7987	Mailbox CL	1	R	.69		.00	.69
41	10/17	11:22A	Hobbs /B NM	(505) 246-0086	Albuquerque NM	4		2.76		.00	2.76
42	10/17	12:32P	Hobbs /B NM	(505) 640-0446	Las Cruces NM	3	M	2.07		.00	2.07
43	10/17	01:55P	Hobbs /B NM	(505) 239-7987	Mailbox CL	1	R	.69		.00	.69
44	10/17	02:15P	Hobbs /B NM	(505) 867-3913	Bernalillo NM	1		.69		.00	.69
45	10/17	02:16P	Hobbs /B NM	(505) 640-0446	Las Cruces NM	2	M	1.38		.00	1.38
46	10/17	02:21P	Hobbs /B NM	(505) 640-0446	Las Cruces NM	2	M	1.38		.00	1.38
47	10/17	02:24P	Hobbs /B NM	(505) 255-6507	Albuquerque NM	5		3.45		.00	3.45
48	10/17	04:21P	Hobbs /B NM	(505) 867-3913	Bernalillo NM	3		2.07		.00	2.07
49	10/17	04:25P	Hobbs /B NM	(505) 640-0446	Las Cruces NM	2	M	1.38		.00	1.38
50	10/17	04:27P	Hobbs /B NM	(505) 255-6507	Albuquerque NM	2		1.38		.00	1.38
51	10/17	04:30P	Hobbs /B NM	(505) 255-6507	Albuquerque NM	3		2.07		.00	2.07
52	10/17	06:20P	Roswell /B NM	(505) 239-7987	Mailbox CL	2	MNR	.00		.00	.00
53	10/17	06:21P	Roswell /B NM	(505) 286-3258	Tijeras NM	2		1.38		.00	1.38
54	10/17	06:29P	Roswell /B NM	(505) 640-0446	Las Cruces NM	3	MN	.00		.00	.00
55	10/20	08:13A	Roswell /B NM	(505) 239-7987	Incoming CL	12		8.28		.00	8.28
56	10/20	08:26A	Hobbs /B NM	(505) 246-1600	Albuquerque NM	11		7.59		.00	7.59
57	10/20	09:02A	Hobbs /B NM	(505) 631-9586	Hobbs NM	1		.69		.00	.69
58	10/20	11:24A	Hobbs /B NM	(505) 255-6507	Albuquerque NM	3		2.07		.00	2.07
59	10/20	11:41A	Hobbs /B NM	(505) 239-7987	Mailbox CL	2	R	1.38		.00	1.38
60	10/20	11:43A	Hobbs /B NM	(505) 246-0086	Albuquerque NM	1		.69		.00	.69
61	10/20	12:45P	Hobbs /B NM	(505) 397-0510	Hobbs NM	2		1.38		.00	1.38
62	10/20	01:39P	Hobbs /B NM	(505) 239-7987	Mailbox CL	1	R	.69		.00	.69
63	10/20	03:08P	Hobbs /B NM	(505) 246-1600	Albuquerque NM	6		4.14		.00	4.14
64	10/20	03:14P	Hobbs /B NM	(505) 631-9586	Hobbs NM	1		.69		.00	.69
65	10/24	12:36P	Roswell /B NM	(505) 246-1600	Albuquerque NM	2		1.38		.00	1.38
66	10/24	01:11P	Roswell /B NM	(505) 239-7987	Incoming CL	8		5.52		.00	5.52
67	10/24	01:48P	Clovis/P/B NM	(505) 239-7987	Mailbox CL	2	R	1.38		.00	1.38

+Designates the location, city and state, of the cell tower or switching center which processed the call.

Legends:			
Rate Period	P = Peak	O = Off-Peak	W = Weekend
Usage Type	A = Price Plan Allowance M = Mobile to Mobile	N = Mob to Mob Allow Mins P = Prior Month's Delayed Call	R = Voice Mail Retrieval Y = Promotional Allowance

State of New Mexico  
Oil Conservation Division  
Phase I Investigation and Remediation  
Araho, Inc.  
Former Injection Well Disposal Facility,  
Lea County, New Mexico  
Costs to Oct. 30, 2003 and Report Budget

Task 1. Project Coordination and Fieldwork Preparation						
Professional Services	Contract Line	Item	Rate	Unit	# of Units	Total
Principal	0001		100.00	hour	3	\$ 300.00
Project Scientist/Engineer/Manager	0003		67.00	hour	4	\$ 268.00
Project Scientist/Engineer/Manager (INTERA J. Tracy)	0003		67.00	hour	38	\$ 2,546.00
Staff Scientist/Engineer	0004		52.00	hour	4	\$ 208.00
Field Technician II	0005		50.00	hour	8	\$ 400.00
<b>Subtotal Professional Labor</b>						<b>\$ 3,722.00</b>
<b>SUBTOTAL TASK 1:</b>						<b>\$ 3,722.00</b>
<b>NMGRT @ 5.8125%</b>						<b>\$ 216.34</b>
<b>GRAND TOTAL TASK 1:</b>						<b>\$ 3,938.34</b>
Task 2. Map Buried Utilities (1-Call) and Perform Naturally Occurring Radioactive Materials (NORM) Survey						
Professional Services	Contract Line	Item	Rate	Unit	# of Units	Total
Staff Scientist/Engineer	0004		52.00	hour	2	\$ 104.00
Field Technician II - Mobilization	0005		50.00	hour	16	\$ 800.00
Field Technician II	0005		50.00	hour	8	\$ 400.00
Draftsperson II (Utility Mapping)	0007		50.00	hour	0	\$ -
<b>Subtotal Professional Labor</b>						<b>\$ 1,304.00</b>
Expenses	Contract Line	Item	Rate	Unit	# of Units	Total
NORM Survey	"At Cost"		1,300.00	each	1	\$ 1,300.00
<b>Subtotal Expenses</b>						<b>\$ 1,300.00</b>
<b>SUBTOTAL TASK 2:</b>						<b>\$ 2,604.00</b>
<b>NMGRT @ 5.8125%</b>						<b>\$ 151.36</b>
<b>GRAND TOTAL TASK 2:</b>						<b>\$ 2,755.36</b>
Task 3. Field Investigation: Tank Removal/Cleaning/Disposal and Piping Removal/Disposal and Sampling/Trenching						
Professional Services	Contract Line	Item	Rate	Unit	# of Units	Total
Project Scientist/Engineer/Manager	0003		67.00	hour	8	\$ 536.00
Staff Scientist/Engineer	0004		52.00	hour	11	\$ 572.00
Field Technician II - Fieldwork	0005		50.00	hour	90	\$ 4,500.00
Field Technician II - Fieldwork (INTERA K. Clark)	0005		50.00	hour	13.5	\$ 675.00
Field Technician II - Foreman	0005		50.00	hour	70	\$ 3,500.00
Field Technician I - Equipment Operator Trackhoe	0006		35.00	hour	60	\$ 2,100.00
Field Technician I - Equipment Operator Trackhoe	0006		35.00	hour	10	\$ 350.00
Field Technician I - Equipment Operator Backhoe	0006		25.00	hour	70	\$ 1,750.00
Field Technician I - Laborer	0006		20.00	hour	120	\$ 2,400.00
Field Technician I - Laborer (Sub. Rhano)	0006		20.00	hour	112	\$ 2,240.00
Hourly Secretary	0010		30.00	hour	0	\$ -
<b>Subtotal Professional Labor</b>						<b>\$ 18,623.00</b>
Expenses	Contract Line	Item	Rate	Unit	# of Units	Total
Mobilization of Equipment	0047		1.75	mile	629	\$ 1,100.75
Disposal of Contaminated Fluids (Product)	0044		10.80	barrel	2,600	\$ 28,080.00
Disposal of Contaminated Fluids (Cleaning Water)	0044		10.80	barrel	965	\$ 10,422.00
Vacuum/lot Truck	"At Cost"		750.00	day	10	\$ 7,500.00
Vacuum/lot Truck	"At Cost"		750.00	day	7.25	\$ 5,437.50
Hot Oil Truck	"At Cost"		925.00	day	3.65	\$ 3,375.25
Trackhoe Heavy Duty	0030		646.00	day	6	\$ 3,876.00
Trackhoe Heavy Duty	0030		646.00	day	1	\$ 646.00
Transportation and Disposal of Materials (Scrap Metals, Piping, Tanks) below NORM allowable limits	"At Cost"		195.00	load	6	\$ 1,170.00
Transportation and Disposal of Materials (Scrap Metals, Piping, Tanks) below NORM allowable limits	"At Cost"		195.00	load	1	\$ 195.00
Disposal of Miscellaneous Trash	"At Cost"		40.00	ton	12	\$ 480.00
Disposal of Miscellaneous Trash	"At Cost"		40.00	ton	3	\$ 120.00
Backhoe Medium Duty	0026		157.00	day	6	\$ 942.00
Backhoe Medium Duty	0026		157.00	day	2.3	\$ 361.10
Delivery of Two 20 Yard Roll-Off Containers	"At Cost"		300.00	each	2	\$ 600.00
Clean Sand	"At Cost"		4.00	yard	200	\$ 800.00
Land-Farm of Solid Waste at Rhano's OGD Permitted Facility	0045		31.15	yard	443	\$ 13,799.45
Fresh Water Transport and Use	"At Cost"		1,490.25	project	1	\$ 1,490.25
Combustible Gas Indicator (CGI) with O2, L2S, CO2	0012		50.00	day	6	\$ 300.00
Fresh Air/Safety Trailer/Personal Air Samplers	"At Cost"		300.00	day	5	\$ 1,500.00
Hand-Held GPS Unit	"At Cost"		5.00	day	6	\$ 30.00
Photoionization Detector (PID)	0021		10.00	day	6	\$ 60.00
Mileage	0042		0.25	mile	800	\$ 200.00
Per Diem	0043		65.00	day	6	\$ 390.00
Per Diem	0043		65.00	day	1	\$ 65.00
<b>Subtotal Expenses</b>						<b>\$ 82,941.30</b>
<b>SUBTOTAL TASK 3:</b>						<b>\$ 101,564.30</b>
<b>NMGRT @ 5.8125%</b>						<b>\$ 5,963.42</b>
<b>GRAND TOTAL TASK 3:</b>						<b>\$ 107,527.72</b>
Task 4. Preparation of a Final Report						
Professional Services	Contract Line	Item	Rate	Unit	# of Units	Total
Principal	0001		100.00	hour	8	\$ 800.00
Project Scientist/Engineer/Manager	0003		67.00	hour	24	\$ 1,608.00
Staff Scientist/Engineer	0004		52.00	hour	40	\$ 2,080.00
Field Technician II	0005		50.00	hour	24	\$ 1,200.00
Draftsperson II (Figures, Cross Sections)	0007		50.00	hour	16	\$ 800.00
Administrator (Technical Editor)	0009		40.00	hour	6	\$ 240.00
<b>Subtotal Professional Labor</b>						<b>\$ 6,728.00</b>
<b>SUBTOTAL TASK 4:</b>						<b>\$ 6,728.00</b>
<b>NMGRT @ 5.8125%</b>						<b>\$ 391.07</b>
<b>GRAND TOTAL TASK 4:</b>						<b>\$ 7,119.07</b>
<b>PROJECT GRAND TOTAL:</b>						<b>\$ 121,280.49</b>

Notes:  
NMGRT = New Mexico Gross Receipts Tax

Authorized Amount	\$	101,446.68
Total Costs plus Report Budget	\$	121,280.49
<b>Change Order Amount</b>	<b>\$</b>	<b>(19,833.81)</b>

4500  
3575

550  
+ add 1300.50  
520  
400  
+ add 775  
200

December 23, 2003

Joseph J. Tracy  
Intera Inc.  
One Park Square, Suite 820  
6501 Americas Parkway NE  
Albuquerque, NM 87110

RE: Invoice for the Araho, Inc. Former Injection Well Disposal Facility  
Invoice No.11-03-39  
Project No. NMO-ARA

Dear Mr. Tracy

The New Mexico Oil Conservation Division (OCD) has received and reviewed the invoice and documentation for the Araho, Inc. Former Injection Well Disposal Facility cleanup and investigation project performed in October of 2003. There were some "at cost" items listed in the invoice detail that were not covered by receipts. I will authorize payment of the Intera invoice No.11-03-39 for the items that are approvable. The following is a list of items that the OCD cannot approve at this time because of a lack of receipts for items that are billed at cost.

The following is a list of the tasks that I am authorizing payment for:

Task 1 - Items are all approved. The OCD will authorize payment for **\$3,722.00**

Task 2 - Items are approved as is except for the NORM survey. NORM receipts submitted total \$390.75. The OCD will authorize payment for **\$1,694.75**.

Task 3 - Items are approved except those listed below. The OCD will authorize payment for **\$89,468.40**

"At Cost" Items that require additional documentation are:

\$ 67.50 - 10cy C12 I  
225.00 - 5 cy  
225.00 - 10 cy  
225.00 - 15 cy  
742.50  
Frankland  
Parker

\$ 742.50  
450  
1192.50  
\$ 328.75

1. Transport & Disposal of Scrap Metal  
6 loads - Rhino has invoiced \$1,170. However, the "at cost" receipt is required.  
1 load - Rhino has invoiced \$195. However, the "at cost" receipt is required.  
1192.50

2. Disposal of Miscellaneous Trash \$ 50.00  
12 ton - Camino Real Landfill tickets list 34cy possibly at a \$5.00/cy rate.

\$ 193.75 Camino Real  
\$ 180.00 CR3  
\$ 373.75

170 Camino Real  
180 CRI  
\$ 350  
34cy @ \$5 = 170

70  
75  
48.75 wrong  
193.75

\$ 180

1 ton - CRI ticket lists 10cy however, no cost is shown.

Rhino has invoiced \$440. However, clear "at cost" receipts are required.

OK 3. Two Roll-off Containers

Rhino has invoiced \$600. However, the "at cost" receipt is required.

OK 4. Mixing Dry Onsite Material

Rhino has invoiced \$200. However, the "at cost" receipt is required.

OK 5. Clean Sand

Rhino has invoiced \$800. However, the "at cost" receipt is required.

OK 6. Hand-Held GPS

Please provide a receipt for this "at cost" item. \$ 30

The following is a summary of the payment that will be approved for Invoice No. 11-03-39:

<b>Task 1</b>	<b>\$ 3,722.00</b>
<b>Task 2</b>	<b>\$ 1,694.75</b>
<b>Task 3</b>	<b>\$ 89,468.40</b>
<b>Subtotal</b>	<b>\$ 94,885.15</b>
<b>NMGRT 5.8125%</b>	<b>\$ 5,515.20</b>

**OCD Approved Payment \$100,400.35**

Please let me know if you have any questions (505) 476-3488.

Sincerely,

Martyne J. Kieling  
Environmental Geologist

cc: GW-037



# NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

**BILL RICHARDSON**

Governor  
Joanna Prukop  
Cabinet Secretary

December 23, 2003

Lori Wrotenbery  
Director  
Oil Conservation Division

Joseph J. Tracy  
Intera Inc.  
One Park Square, Suite 820  
6501 Americas Parkway NE  
Albuquerque, NM 87110

RE: Invoice for the Araho, Inc. Former Injection Well Disposal Facility  
Invoice No.11-03-39  
Project No. NMO-ARA

Dear Mr. Tracy

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The following is a list of the tasks that I am authorizing payment for:

Task 1 - Items are all approved. The OCD will authorize payment for **\$3,722.00**

Task 2 - Items are approved as is except for the NORM survey. NORM receipts submitted total \$390.75. The OCD will authorize payment for **\$1,694.75**.

Task 3 - Items are approved except those listed below. The OCD will authorize payment for **\$89,468.40**

"At Cost" Items that require additional documentation are:

1. Transport & Disposal of Scrap Metal  
6 loads - Rhino has invoiced \$1,170. However, the "at cost" receipt is required.  
1 load - Rhino has invoiced \$195. However, the "at cost" receipt is required.
2. Disposal of Miscellaneous Trash  
12 ton - Camino Real Landfill tickets list 34cy possibly at a \$5.00/cy rate.

1 ton - CRI ticket lists 10cy however, no cost is shown.

Rhino has invoiced \$440. However, clear "at cost" receipts are required.

3. Two Roll-off Containers

Rhino has invoiced \$600. However, the "at cost" receipt is required.

4. Mixing Dry Onsite Material

Rhino has invoiced \$200. However, the "at cost" receipt is required.

5. Clean Sand

Rhino has invoiced \$800. However, the "at cost" receipt is required.

6. Hand-Held GPS

Please provided a receipt for this "at cost" item.

The following is a summary of the payment that will be approved for Invoice No. 11-03-39:

<b>Task 1</b>	<b>\$ 3,722.00</b>
<b>Task 2</b>	<b>\$ 1,694.75</b>
<b>Task 3</b>	<b>\$ 89,468.40</b>
<b>Subtotal</b>	<b>\$ 94,885.15</b>
<b>NMGRT 5.8125%</b>	<b>\$ 5,515.20</b>

**OCD Approved Payment \$100,400.35**

Please let me know if you have any questions (505) 476-3488.

Sincerely,



Martyne J. Kieling  
Environmental Geologist

cc: GW-037

## Kieling, Martyne

---

**From:** Kieling, Martyne  
**Sent:** Tuesday, December 23, 2003 10:37 AM  
**To:** 'jtracy@intera.com'  
**Subject:** Araho Billing

Joe,

I thought it might be easier to discuss if I write down what I seem to be missing

Task 1 Items all ok.

Subtotal that can be approved for payment is \$3,722.00

Task 2 Items all ok

Receipts for NORM total \$390.75

Subtotal that can be approved for payment is \$1,694.75

Task 3 "At Cost" Items that lack documentation

1. Transport & Disposal of Scrap Metal 6 loads

1 load

Rhino has invoiced \$1,170. but the "at cost" receipt is required

Rhino has invoiced \$195. but the "at cost" receipt is required

2. Disposal of Miscellaneous Trash 12 ton Camino Real Landfill totals of 34 cy listed on tickets one shows \$5.00/cy rate (this would add to \$160.)

1 tonCRI shows 10 cy no price shown.

Rhino has invoiced \$440. but the "at cost" receipt is required.

3. Two roll-off containers

Rhino has invoiced \$600. but the "at cost" receipt is required.

4. Mixing Dry onsite material

Rhino has invoiced \$200. but the "at cost" receipt is required.

5. Clean Sand

Rhino has invoiced \$800. but the "at cost" receipt is required

6. Hand held GPS

I was able to sort out 26 hours for Pate Trucking that was Hot Oil work and 11.75 days for Chaparral and Pate that was for Vacuum truck work So I will approve payment for the 26.5 hours for Hot Oil work Invoiced at \$2,451.25 and the 6 days of Vacuum Truck invoiced for \$4,500. All other Items in Task 3 are approvable.

Please let me know if you there are any questions.

*Martynne J. Kieling*

Martynne J. Kieling  
Environmental Geologist