NM - 72

MONITORING REPORTS

YEAR(S): PHASE I

2000



3 October 2000 AMEC Proposal No. PF00-0926

Oil Conservation Division 2040 South Pacheco Santa Fe, New Mexico 87505

Attention: Ms. Martyne Kieling

RE: SCOPE OF WORK

PHASE I INVESTIGATION

FORMER PETRO-THERMO CORPORATION GOODWIN TREATING PLANT FACILITY

LEA COUNTY, NEW MEXICO

AMEC Earth & Environmental, Inc. (AMEC) is pleased to provide you with this cost estimate to provide Phase I Investigation Services at the Goodwin Treating Plant located in Lea County, New Mexico. Scope of services were detailed in referenced Request for Proposal (RFP).

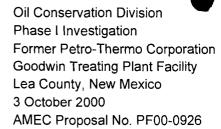
Acceptance of this proposal can be indicated by executing one copy in the space provided and returned to this office. This scope of work will follow the terms and conditions of AMEC's Site Maintenance and Monitoring Contract (PA No. 00-805-09-17658) awarded by the State of New Mexico, General Services Department. Where a specific item is warranted in the OCD scope of work and is not detailed in the GSA Contract, AMEC will use its most current Unit Fee Schedule.

All work performed at the site will conform with AMEC's Safety Policies and Procedures Manual. A site specific Health and Safety Plan (HASP) will be prepared prior to site mobilization. A record of safety topics covered and attendee list will be kept by AMEC and provided upon request. Safety meeting (tailgate meeting) will be held prior to commencing daily activities.

The Phase I Investigation scope of work will survey the referenced facility for the presence of natural occurring radioactive material (NORM) and collect samples from suspect asbestos materials. In addition, the content of the known on-site tanks will be evaluated to establish recycling or disposal options. Future phases of work may include the actual removal, recycle, or disposal of fluids/solids, equipment, and the characterization of on-site contaminates, if present.

Based on the number of uncertainties inherent in a project such as this, AMEC is unable to extend a fixed cost proposal. Instead, we are proposing a time and materials proposal.

It is anticipated that the project will begin on 10 October 2000 and continue for a period of 3 working days.





Phase I Services:

| Mobilization/Demobilization 8 hours Senior Scientist @ \$75/hour 8 hours Senior Scientist @ \$75/hour 1,200 miles @ \$.25/mile 6 man days per diem @ \$60/day | Subtotal | \$ 600.00 \$ 600.00 \$ 300.00 <u>\$ 360.00</u> \$1,860.00 |
|---|-------------------------|---|
| On-Site Activities | | |
| 20 hours Senior Scientist @ \$75/hour | | \$1,500.00 |
| 20 hours Senior Scientist @ \$75/hour | | \$1,500.00 |
| 1 week Survey Equipment @ \$125/week | | \$ <u>125.00</u> |
| | Subtotal | \$3,125.00 |
| Reporting/HASP Preparation/Project Management | | |
| 8 hours Senior Scientist @ \$75/hour | | \$ 600.00 |
| 4 hours Clerical @ \$29/hour | | \$ 116.00 |
| 4 hours Draftsman @ \$40/hour | | <u>\$ 160.00</u> |
| | Subtotal | \$ 876.00 |
| | Estimated Phase I Total | \$5,861.00 |

Should you have any questions, please feel free to contact our office.

Respectfully submitted,

AME@ Earth & Environmental, Inc.

George A. Friend

Project Manager

Copies: Addressee (2)

Reviewed by:

Fred Schelby, P.É.

Manager of Engineering

AMEC Earth & Environmental, Inc.

8519 Jefferson, N.E.

Albuquerque, New Mexico 87113

Telephone: 505/821-1801

Fax: 505/821-7371 www.amec.com



Oil Conservation Division
Phase I Investigation
Former Petro-Thermo Corporation
Goodwin Treating Plant Facility
Lea County, New Mexico
3 October 2000
AMEC Proposal No. PF00-0926

Terms of payment are net 30 days. Payments not received within 30 days will be charged interest at the rate of 1.5 percent per month, an effective annual rate of 18 percent. If this matter is placed in the hands of an attorney for collection, the signatory agrees to pay, in addition to fees and interest due hereon, reasonable attorney's fees.

| Accepted for | Oil Conservation Division | |
|--------------|--|--|
| | (Organization responsible for payment) | |
| Ву | | |
| | (Name and title) | |
| Signature | Date | |

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SEP 2 5 2000

Environmental Bureau
Oil Conservation Division

2002 August

2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.

General: When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.

- 3. Assignment:
 - A. Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in write by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid a hereby assigned to the State.
- 4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 5. Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
- 6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and experimentally after notice of rejection.
- Inspection of Plant: The State Purchasing Agent may inspect, at any reasonable time, the part or the contractor's, or any subcontractor's plant or place of business, which is related to the performance this contract.
- 8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for su supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Ver agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- 9. Taxes: The unit price shall exclude all State taxes.
- 10. Packing, Shipping and Invoicing:
 - A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices a extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
- Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to be the Vendor liable for any excess costs occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
- 12. Non-collusion: In signing this bid, the Vendor certifies helshe has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
- Non-discrimination: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990. (Public Law 101-336).
- 14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978 imposes civil and critical penalties for its initiation, in addition, the New Maxico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 15. All bid items are to be NEW and of most current production, unless otherwise specified.
- 16. Payment for purchases: Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NM: 1978.
- 17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this { Agreement} may be terminated by the contracting agency.
- 18. ATTENTION: Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.

DEPARTMENT PRICE AGREEMENT

Page 2

ARTICLE I - STATEMENT OF WORK

Under the terms and conditions of this Price Agreement the <u>using agency</u> may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The item and/or services to be ordered shall be as listed under ARTICLE IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. Ag It is understood that no guarantee or warranty is made or implied, by either the New Mexico State Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement. The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

ARTICLE II - TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications

ARTICLE III - SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under ARTICLE IX - Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), numbers(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV - SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II - TERM. The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V - TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of Termination of the Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

ARTICLE VI- AMENDMENT

This Price Agreement 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 Price Agreement 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 the bid and contract documents.

ARTICLE VII - ISSUANCE OR ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize form SPD-001A or forms adapted by them for their own use.

ARTICLE VIII - PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX - PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached, ARE FIRM.

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STATE OF NEW, MEXICO

GENERAL SERVICES DEPARTMENT 00-805-09-17658

PURCHASING DIVISION

PAGE 3

CONTRACT VENDORS:

(1)-5080420 505-821-1801

AGRA EARTH & ENVIRONMENTAL INC FOB: DESTINATION 8519 JEFFERSON NE

DELIVERY: AS REQUESTED

ALBUOUEROUE NM 87113-0000 TAX-ID -

(4)-5362041 505-243-5494

PAY DISC: NET 30

FAITH ENGINEERING INC

FOB: DESTINATION

ATTN:STUART E FAITH

DELIVERY: UPON ORDER

1000 LOMAS BLVD NW

(7)-5422702 505-334-7373

ALBUQUERQUE NM 87102-0000 TAX-ID -

PAY DISC: NET

DESTINATION

KLEINFELDER INC

FOB:

DELIVERY: AS REQUESTED

4905 HAWKINS NE

ALBUQUERQUE NM 87109-0000 TAX-ID -

(9)-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 -

00-805-09-17658 PAGE 4

************ ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT * * OTY * * AND DESCRIPTION PRICE * VENDOR ************** 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. SAMPLING OF SOIL AND GROUNDWATER CONTAMINATED BY DIESEL, GASOLINE SALT OR OTHER CONTAMINANTS. AWARD WILL BE TO LOWEST RESPONSIVE BIDDER, "ALL OR NONE." TO ESTABLISH A CONTRACT FOR A PERIOD OF TWO YEARS FROM DATE OF AWARD, FOR WORK AT NMSHTD MAINTENANCE YARDS OR OTHER SITES. WORK SHALL CONSIST OF WORKPLAN PREPARATION, SAMPLING FOR LABORATORY TESTING* OF GROUNDWATER IN ON-SITE WELLS AND SITE SOIL. QUARTERLY REPORTS IN THREE (3) COPIES ARE REQUIRED, PER SITE.NO "MARK-UP" OF SUBCONTRACTOR COSTS SHALL BE ALLOWED. SCOPE OF WORK: 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 -----A. WORKPLAN PREPARATION.....YEARLY

B. GROUNDWATER SAMPLING*.....QUARTER YEARLY

C. REPORTING......QUARTER YEARLY

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

00-805-09-17658 PAGE 5

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT

* QTY * * AND DESCRIPTION * PRICE * VENDOR

E. CONTIGENCY EVENTS & SOIL SAMPLING*....AS REQUIRED

*COSTS OF LABORTARY ANALYSES 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

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.

M003

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.

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.

A 100% PERFORMANCE BOND AND A 100% PAYMENT AND MATERIALS BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW MEXICO WILL BE REQUIRED OF THE SUCCESSFUL BIDDER PRIOR TO AWARD OF CONTRACT.

CONTRACTOR(S) FURTHER AGREES TO:

A. FURNISH ALL EQUIPMENT, LABOR AND TOOLS REQUIRED TO PERFORM THE WORK SPECIFIED.

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT 00-805-09-17658 PURCHASING DIVISION

********** * QTY * * AND DESCRIPTION * PRICE * VENDOR *****************

- 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 COMPEN-SATION 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

00-805-09-17658 PAGE 7

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT * QTY * * AND DESCRIPTION * PRICE * VENDOR

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 AMEND-MENTS 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)

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT 00-805-09-17658 PURCHASING DIVISION

UNIT * CONTRACT
PRICE * VENDOR ITEM *APPROX* UNIT * ARTICLE * * QTY * * AND DESCRIPTION * *****************

- 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 REOUIRED PART OF THE CONTRACT, THE CONTRACTOR'S INSUR-ANCE 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 STRUCTUAL SUPPORTS THEREOF.
- D. COVERAGE MUST BE INCLUDED FOR INJURY TO OR DE-STRUCTION 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.

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT * QTY * * AND DESCRIPTION * PRICE * VENDOR

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 OCCURRENCE (ANNUAL AGGREGATE)

PROPERTY DAMAGE LIABILITY:

\$2,000,000 EACH OCCURRENCE (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 AGREE-MENT SHALL FURNISH EVIDENCE OF CONTRACT-OR'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

00-805-09-17658 PAGE 10

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 I 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, DISAPPEAPANCE

PAGE 11

****************** ITEM *APPROX* UNIT * ARTICLE * UNIT * QTY * * AND DESCRIPTION PRICE * VENDOR

> 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 SUB-JECT CONTRACT, THE CONTRACTOR, IN ADDITION TO THE ABOVE REQUIREMENTS, SHALL BE RE-QUIRED TO FURNISH A RAILROAD PROTECTIVE LIABILITY POLICY IN THE NAME OF THE RAIL-ROAD 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 NE 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

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT 00-805-09-17658 PURCHASING DIVISION

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT ****************

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.

THE CONDITIONS AND SPECIFICATIONS SENT OUT IN THE INVITATION TO BID ARE INSEPARABLE AND INDIVISIBLE. ANY VENDOR, BY SUB-MITTING 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 PROMPLY 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

GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

00-805-09-17658 PAGE 13

******************** ITEM *APPROX* UNIT * ARTICLE * UNIT AND DESCRIPTION * * QTY * * PRICE * VENDOR ******************* 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 CON-TRACTOR 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, CONS-TRUCTION OR ITEMS OF PERSONAL PROPERTY HAVE BEEN RECEIVED AND ACCPETED, 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. M006 VENDOR SHALL FURNISH NEW MEXICO CONTRACTORS LICENSE NUMBER WITH BID. N.M. CONTRACTORS LICENSE NO. GS-29 LICENSE NO.

ALL WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS, WEEKDAYS FROM 7:30 A.M. THRU 4:00 P.M.. NO WORK SHALL BE 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, NM CRS OR SOCIAL SECURITY NUMBER .

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00-805-09-17658 PAGE 14

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.

75.000000 (1)

120.000000 (4)

40.000000 (7)

100.000000 (9)

200.0 HOURLY SENIOR SCIENTIST/ENGINEER--SCIENCE OR
ENGINEERING DEGREE AND AT LEAST THREE

(3) YEARS APPLICABLE EXPERIENCE. PROFESSIONAL
REGISTRATION WHEN APPLICABLE. SENIOR TECHNICAL LEADER. DEVELOPS TECHNICAL AND BUDGETARY
APPROACH TO WORK ORDER. DUTIES INCLUDE AQUIFER 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 CONTRACTS, GENERAL DIRECTION AND PROBLEMS AT
WORK SITE. GENERALLY PERFORMS LIMITED FIELD
WORK. PERFORMS DESIGN AND INVESTIGATION WORK
IN TECHNICALLY COMPLEX SITUATIONS.

75.000000 (1)

90.000000 (4)

00-805-09-17658 PAGE 15

***************** ITEM *APPROX* UNIT * ARTICLE UNIT * CONTRACT * QTY * * AND DESCRIPTION PRICE * VENDOR ********* ** ITEM 0002 CONTINUED ** 75.000000 (7) 75.000000 (9) 0003 200.0 HOURLY PROJECT SCIENTIST/ENGINEER/MANAGER--ENGINEERING, HYDROLOGY, GEOLOGY, OR A RELATED SCIENCE DEGREE AND AT LEAST TWO (2) YEARS APPLICABLE EXPERIENCE. INDENTIFIES PROBLEMS AND DEVELOPS INVESTIGATIVE AND REME-DIAL SOLUTIONS TO WORK SITE SITUATIONS. CON-SULTS WITH HIGHER LEVEL PROFESSIONAL STAFF. PREPARES WORKPLANS, COST ESTIMATES AND REPORTS. PERFORMS MODELING. ANALYZES AND INTERPRETS FIELD DATA. SUPERVISES LOWER LEVEL REMEDIATION ACTIVITIES. FREQUENTLY COMMUNICATES WITH AGENCY PERSONNEL AND NMED. 63.000000 (1) 70.000000 (4) 61.000000 (7) 60.000000 (9) 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,

00-805-09-17658 PAGE 16

************* ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT * QTY * * AND DESCRIPTION * PRICE * VENDOR ******************* ** ITEM 0004 CONTINUED ** AND MONITORING WELL INSTALLATION AND SAMPLING ACTIVITIES. ASSISTS IN MODELING, HYDROGEO-LOGIC DATA ANALYSIS, AND REPORT PREPARATION. CONSULTS WITH HIGHER LEVEL PROFESSIONAL STAFF 57.000000 (1) 55.000000 (4) 42.000000 (7) 50.000000 (9) 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. 42.000000 (1) 50.000000 (4) 32.000000 (7) 35.000000 (9)

| ITEM | *APPROX* | UNIT | ************************************** | * | UNIT PRICE | * CON | ITRACI IDOR |
|------|----------|--------|---|--|-------------------------------------|--------|----------------|
| | | | FIELD TECHNICIAN INO DEGREE PERFORMS ASSIGNED FIELD WORK A LABOR TASKS. ASSISTS IN EQUIP TION AND MAINTENANCE. CONDUCT MONITORING. ASSISTS WITH FIEL OF SUBCONTRACTORS. THIS CATEG HEAVY EQUIPMENT OPERATORS. | REQUIRED ND ROUTI MENT INS S SAMPLI D SUPERV | NE TALLA- NG AND ISION | ****** | |
| | | | | | 40.000000 | (| 1) |
| | | | | | 40.00000 | ,, | 4) |
| | | | | : | 24.000000 | (| 7) |
| | | | | : | 30.00000 | (| 9) |
| 0007 | 800.0 | HOURLY | DRAFTSPERSON IITWO (2) YEARS AND FIVE (5) YEARS EXPERIENCE, (10) YEARS EXPERIENCE. TECHNI WITH BASIC ENGINEERING PRINCIP CONSTRUCTION METHODOLOGIES. W DENTLY; WORK PRODUCT REVIEWED ENGINEER. PROFICIENT WITH AUT FORMS OF COMPUTER AIDED DESIGN | OR TEN CALLY FAI LES AND ORKS IND BY PROFE OCAD OR | MILIAR EPEN- SSIONAL OTHER | | |
| | | | ··· | | 40.000000 | (| 1) |
| | | | • | ! | 50.000000 | (| 4) |
| | | | | : | 38.000000 | (| 7) |
| | | | | : | 35.000000 | (| 9) |

00-805-09-17658 PAGE 18

| ITEM ' | *APPROX* UNIT * QTY * | * ARTICLE * * AND DESCRIPTION * | | CONTRACT |
|--------|--------------------------|---|--------------------------------|----------|
| **** | ****** | ******** | ***** | ***** |
| 0008 | 200.0 HOURLY | Y DRAFTSPERSON ITWO (2) YEARS EXPI OR ONE (1) YEAR RELATED COLLEGE AN (1) YEAR EXPERIENCE. WORKS DIRECT A REGISTERED ENGINEER OR SCIENTIST SOME COMPUTER-AIDED DRAFTING SKILI | ND ONE TLY UNDER T. HAS | |
| | | | 40.00000 | (1) |
| | , | | 35.000000 | (4) |
| | | | 25.000000 | (7) |
| | | | 30.000000 | (9) |
| 0009 | 100.0 HOURLY | ADMINISTRATORNO DEGREE REQUIRED. TRACKS WORKPLAN COSTS, PREPARES AN PROCESSES INVOICES, ADMINISTERS LE ORDERING OF EQUIPMENT, AND PERFORM ADMINISTRATIVE WORK FOR REPORT AND PREPARATION. | ID EASING AND IS GENERAL | |
| | | | 35.000000 | (1) |
| | | : : | 50.000000 | (4) |
| | | | 32.000000 | (7) |
| | | | 35.000000 | (9) |
| 0010 | 200.0 HOURLY | SECRETARYNO DEGREE REQUIRED. PE | RFORMS | |

GENERAL OFFICE WORK, TYPING FILING, AND

00-805-09-17658 PAGE 19

5.000000 (1)

| **** | ***** | ***** | ***** | **** | ***** | ***** | ***** | ***** | *** | *** | **** |
|------|------------------|--------|-----------------|---------|--|----------|---------|---------------|--------|-----|-------|
| | *APPROX * QTY | * | * | AND DE | SCRIPTION | | * | UNIT PRICE | * | VEN | TRACT |
| **** | ***** | ***** | ***** | **** | ***** | ***** | ***** | ****** | ** | *** | **** |
| | | | | | CONTINUED RODUCTION. | ** | | | | | |
| | | | | | | | | 29.00000 |) | (| 1) |
| | | | | | | | | 25.000000 |) | (| 4) |
| | | | | | | | | 32.000000 |) · | | 7) |
| 0011 | 200.0 | Norm v | | NO DE | | | | 30.000000 | ı | (| 9) |
| | 200.0 | HOURLY | GENERA | L OFFI | GREE REQUIF CE WORK, TY REPRODUCTI | PING, F | | | | | |
| | | | | | | | | 29.00000 | ı | (| 1) |
| | | | | | | | | 20.00000 | | (| 4) |
| | | | ٠. | | | | | 20.000000 | | (| 7) |
| | | | *** | | | | | 25.000000 | | (| 9) |
| 0012 | 100.0 | EA/DAY | COMBIN METER | ATION-I | EXPOSIMETER | /OXYGEN/ | 'CO/S02 | | | | |

| ITEM | *APPROX* UNIT * QTY * | * AND DESCRIPTION | * UNIT * | CONTRACT VENDOR |
|------|--------------------------|----------------------------------|-----------|-----------------|
| **** | ***** | ******** | ******** | ***** |
| | | ** ITEM 0012 CONTINUED ** | | |
| | | | 5.000000 | (4) |
| | | | 35.000000 | (7) |
| | | | 50.000000 | (9) |
| 0013 | 100.0 EA/DA | Y COMBINATION-WATER QUALITY METE | ER . | 5 |
| | | | | • |
| | | | 5.000000 | (1) |
| | | | 5.000000 | (4) |
| | | | 20.000000 | (7) |
| | | | 50.00000 | (9) |
| 0014 | 100.0 EA/DA | Y D.O. METER (WATER) | | |
| | | : | 5.000000 | <i>(</i> 1) |
| | | | 5.00000 | (1) |
| | | | 5.000000 | (4) |
| | | | 20.000000 | (7) |

00-805-09-17658 PAGE 21

| <pre>ITEM *APPROX* UNIT * ARTICLE</pre> | PRICE | * CONTRACT * VENDOR |
|---|-----------|------------------------|
| ************************************** | ***** | ***** |
| 0015 100.0 EA/DAY EC METER | 10.000000 | (9) |
| | 5.000000 | (1) |
| | 5.000000 | ··· (4) |
| | 20.000000 | (7) |
| 0016 100.0 EA/DAY EH METER | 10.000000 | (9) |
| | 5.000000 | (1) |
| • | 5.000000 | (4) |
| • | 20.000000 | (7) |
| | 10.000000 | (9) |

0017 DISC EXPENDABLE FIELD EQUIPMENT-

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT 00-805-09-17658 PURCHASING DIVISION

M *APPROX* UNIT * ARTICLE * UNIT * CONTRACT * QTY * * AND DESCRIPTION * PRICE * VENDOR ITEM *APPROX* UNIT * ARTICLE ** ITEM 0017 CONTINUED ** FROM MFR PRICE CATALOG 0% (1) 20.000000 (4) 0%,N/A 1. (7) AT COST, 5% (9) 0018 50.0 EA/DAY EXPLOSIMETER 5.000000 (1) 5.000000 (4) 10.000000 (7) 40.000000 (9) 0019 100.0 EA/DAY FLUID LEVEL DETECTOR 5.000000 (1)

| **** | ***** | ***** | **** | **** | *** | ***** | ***** | **** | ***** | ** | *** | **** |
|------|------------------|--------|----------|---------------|-------|-----------|-------|--------|---------------|------|-----|--------------|
| | *APPROX* * QTY * | UNIT | * , * | ARTICI ANI | | SCRIPTION | | * * | UNIT PRICE | | - | TRACT DOR |
| **** | **** | **** | *** | **** | *** | ***** | ***** | ***** | ***** | ** | *** | **** |
| | | | ** | ITEM (| 019 | CONTINUED | ** | | | | | |
| | | | | | | | | | 5.000000 | | (| 4) |
| | | | | | | | | | 40.000000 | | (| 7) |
| | | | | | | | | | 10.000000 | | (| 9) |
| 0020 | 160.0 | EA/DAY | INT | ERFACI | E PRO | OBE | | | ÷ . | ¥0.1 | | |
| | | | | | | | | | 5.000000 | | (| 1) |
| | | | | | | | | | 5.000000 | | (| 4) |
| | | | | | | | | | 40.000000 | | (| 7) |
| 0021 | 160.0 | EA/DAY | OVM | (PID/ | FID) |) | | | 20.000000 | | (| 9) |
| | | | ٠. | | | | | | • | | | |
| | | | •• | | | | | | 5.000000 | | (| 1) |
| | | | | | | | | | 25.000000 | | { | 4) |
| | | | | | | | | | 45.000000 | | (| 7) |

00-805-09-17658 PAGE 24

| 7 | * QTY * | 7 | | SCRIPTION | | * | PRICE | * / | CONTRAC JENDOR | |
|------|---------|--------|---------------|-----------|-------|-------|-----------|-----|-------------------|---|
| **** | ***** | **** | ***** | ***** | ***** | ***** | ***** | *** | ***** | * |
| | | | ** ITEM 0021 | CONTINUED | ** | | | | | |
| | | | | | | | 50.000000 | | (9) | |
| 0022 | 160.0 H | EA/DAY | OXYGEN METER | (AIR) | | | | | | |
| | | | | | | | 5.000000 | | (1) | |
| | | | | | | | 3.000000 | | (1) | |
| | | | | | | | 5.000000 | 12. | (4) | |
| | | | | | | | 20.000000 | | (7) | |
| | | | | | | | 60.000000 | | (9) | |
| 0023 | 160.0 E | EA/DAY | PH METER | | | ·. | | | | |
| | | | | | | | 5.000000 | | (1) | |
| | | | i | | | | 5.000000 | | (4) | |
| | | | : | | | | 10.000000 | | (7) | |
| | | | | | | | 10.000000 | | (9) | |
| 0024 | 160.0 E | | ANEMOMETER, I | | | | | | | |

NON-RECORDING

| ITEM *APPROX* UNI * QTY * | | * UNIT | CONTRACT |
|----------------------------|---------------------------------|------------|----------|
| ****** | ********* | ****** | ****** |
| | ** ITEM 0024 CONTINUED ** | | |
| | | 5.000000 | (1) |
| | | 5.000000 | (4) |
| | | 40.000000 | (7) |
| 0025 50.0 EA/D | AY BACKHOE-LIGHT DUTY HP 51-62 | 50.000000 | (9) |
| | DIG DEPTH 12'-18'6" | | |
| | | 120.000000 | (1). |
| | | 120.000000 | (4) |
| | | 120.000000 | (7) |
| 0026 20.0 EA/D | AY BACKHOE-MEDIUM DUTY HP 63-75 | 150.000000 | (9) |
| , i | DIG DEPTH 14'-19'8" | | |
| | | 157.000000 | (1) |
| | | 157.500000 | (4) |

| ITEM * | APPROX* UNIT QTY * | * ARTICLE * AND DESCRIPTION * ********************************** | UNIT PRICE | * CONTRACT * VENDOR |
|--------|--------------------|--|---|------------------------|
| **** | ******* | ** ITEM 0026 CONTINUED ** | * | ***** |
| | | | 157.000000 | (7) |
| | | | 200.000000 | (9) |
| 0027 | 20.0 EA/DAY | BACKHOE-HEAVY DUTY, HP 95-115 DIG DEPTH 17'-21' | | |
| | | | 157.000000 | % (1) |
| | | | 157.500000 | (4) |
| | | | 157.000000 | (7) |
| 0028 | ממן גש מ מס | : TRACKHOE LIGHT DUTY - (TRACK EXCAVAT | | (9) |
| 0028 | 20.0 EA/DAI | 95-100HP: DIG DEPTH 20'-22' | IOR) | |
| | | : | 400.00000 | (1) |
| | | : | 221.000000 | (4) |
| | | | 400.000000 | (7) |
| | | | 350.000000 | (9) |

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00-805-09-17658 PAGE 27

******************* * UNIT * CONTRACT ITEM *APPROX* UNIT * ARTICLE PRICE * VENDOR * QTY * * AND DESCRIPTION * ********************* 0029 20.0 EA/DAY TRACKHOE MEDIUM DUTY, 150-155HP DIG DEPTH 24'-26' 550.000000 (1) 476.000000 (4) 550.000000 (7) 500.000000 (9) 0030 20.0 EA/DAY TRACKHOE HEAVY DUTY, 195-200HP DIG DEPTH OVER 26' 550.000000 (1) 600.000000 (4) 550.000000 (7) 800.000000 (9) 0031 100.0 FT. 2" BLANK PVC, 10 FT. SECTIONS 15.500000 (1) 15.000000 (4)

| ITEM *APPROX* UNIT * QTY * | * AND DESCRIPTION * | UNIT * CONTRACT PRICE * VENDOR |
|----------------------------|-------------------------------|--------------------------------|
| ****** | ********** | ****** |
| | ** ITEM 0031 CONTINUED ** | • |
| | | 14.610000 (7) |
| | | 1.500000 (9) |
| 0032 100.0 FT. | 4" BLANK PVC, 10 FT. SECTIONS | |
| | | 33.000000 % (1) |
| | | 32.500000 (4) |
| | | 33.150000 (7) |
| 0033 100.0 FT. | 2" SCREEN, 10 FT. SECTIONS | 4.000000 (9) |
| | | |
| | : | 24.000000 (1) |
| | : | 22.250000 (4) |
| | | 26.170000 (7) |
| | | 2.800000 (9) . |

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STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

| ITEM * | APPROX* UNIT OTY * | ***************** * ARTICLE * AND DESCRIPTION | * | | ********* CONTRACT VENDOR |
|--------|--------------------|---|--------------|-----------|---------------------------|
| **** | ****** | ****** | ******* | ***** | ***** |
| 0034 | 100.0 FT. | 4" SCREEN, 10 FT. SE | CTIONS | | |
| | | | | 57.000000 | (1) |
| | | | | 56.500000 | (4) |
| | | | | 55.050000 | (7) |
| 0035 | 500.0 SACK | FILTER PACK SAND PER | 100# SACK | 6.800000 | (9) |
| | | | | | |
| | | | | 6.600000 | (1) |
| | | | | 13.200000 | (4) |
| | | | | 5.820000 | (7) |
| 0036 | 500.0 EA. | BENTONITE PELLETS PER | R 50# BUCKET | 8.290000 | (9) |
| | | | | | |
| | | | | 30.000000 | |
| | | | | 37.850000 | (4) |

| ITEM | *APPROX* UNIT * QTY * | * AND DESCRIPTION * | UNIT PRICE | * CONTRACT * VENDOR |
|------|--------------------------|--|------------|------------------------|
| **** | ****** | ************************************** | ***** | ***** |
| | | TIEM 0050 CONTINUED | | |
| | | | 27.000000 | (7) |
| | | 50# BUCKET | | |
| | | | 46.750000 | (9) |
| 0037 | 500.0 EA. | BENTONITE CHIPS PER 50# SACK | | |
| | | | | |
| | | | 6.600000 | ü (1) |
| | | | 8.100000 | (4) |
| | | | 3.10000 | (27 |
| | | | 6.100000 | (7) |
| | | PER 50# SACK | | |
| 0038 | 50.0 EA. | : | 8.500000 | (9) |
| 0038 | 30.0 EA. | 6 " MANHOLE | | |
| | | | | |
| | | • | 50.000000 | (1) |
| | | • | 42.000000 | (4) |
| | | | | |
| | | | 47.000000 | (7) |
| | | | | |
| | | | 50.00000 | (9) |

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| ITEM | *APPROX* * QTY * | UNIT * | ARTICLE AND DESC | RIPTION | * | UNIT PRICE | * C | ONTRACT |
|------|------------------|--------|---------------------|---------------|-------|---------------|-----|---------|
| 0039 | | | 2" MANHOLE | ***** | ***** | ***** | *** | **** |
| 0033 | 30.0 2 | | 2 PHWHOLD | | | | | |
| | | | | | | 65.000000 | | (1) |
| | | | | | | 68.900000 | | (4) |
| | | | | | | | | , , |
| | | | | | | 59.900000 | | (7) |
| | | | | | | 72.250000 | ; | (9) |
| 0040 | 10000.0 E | EA. C | OPIES; EACH/PA | AGE | | | | |
| | | | | | | 0.050000 | | (1) |
| | | | | | ·. | 0.050000 | | (4) |
| | | | | | | 0.030000 | | (4) |
| | | _ | | | | | (| (7) |
| | | Ρ. | AGE | | | 0.050000 | | (9) |
| 0041 | 500.0 E | A. F | ÀX TRANSMISSIO | ON; EACH/PAGE | | | | |
| | | | | | | | | |
| | | | | | | | (| (1) |
| | | | | | | 0.100000 | (| (4) |

00-805-09-17658 PAGE 32

(9)

| **** | ***** | ***** | ********** | ***** | **** | **** |
|------|------------------|-------|---------------------------|-----------|----------|--------------|
| | *APPROX* * QTY * | | * AND DESCRIPTION * | PRICE * | VEN | TRACT DOR |
| **** | ***** | ***** | ********** | ***** | **** | **** |
| | | | ** ITEM 0041 CONTINUED ** | | | |
| | | | | | (| 7) |
| | | | PAGE | | | |
| | | | | 0.100000 | (| 9) |
| 0042 | | MILE | MILEAGE- | | | |
| | | | PERSONAL VEHICLE MILEAGE | | | |
| | | | | 0.250000 | °:. (| 1) |
| | | | | 0.250000 | (| 4) |
| | | | | 0.320000 | (| 7) |
| | | | | 0.300000 | (| 9) |
| 0043 | 100.0 | EA. | PER DIEM/OVERNIGHT | | | |
| | | | · | 60.000000 | (| 1) |
| | | | | 60.000000 | (| 4) |
| | | | | 75.000000 | (| 7) |
| | | | | | | |

00-805-09-17658 PAGE 33

| | APPROX* UNIT QTY * | | | CONTRACT VENDOR |
|------|--------------------|--|--------------|-----------------|
| **** | ****** | ********** | ***** | ***** |
| 0044 | 50.0 BARREL | DISPOSAL OF CONTAMINATED FLUIDS AT LOCAL CERTIFIED FACILITIES FOB DISPOSAL FACILITY. | | |
| | • | | 115.000000 | (1) |
| | | | 150.000000 | (4) |
| | | | 100.000000 | (7) |
| | | | . 120.000000 | (9) |
| 0045 | 50.0 BARREL | DISPOSAL OF CONTAMINATED SOILS AT LOCAL, DERTIFIED FACILITIES. PER BARREL, FOB DISPOSAL FACILITY | · | |
| | | : | 115.000000 | (1) |
| | | | 150.000000 | (4) |
| | | : | 100.000000 | (7) |
| | | : | 120.000000 | (9) |
| | 100.0 HOUR | SITE SURVEYING | | |
| | | | 57.000000 | (1) |

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT 00-805-09-17658 PURCHASING DIVISION

PAGE 34

13.000000 (4)

* UNIT * CONTRACT
* PRICE * VENDOR ITEM *APPROX* UNIT * ARTICLE * OTY * * AND DESCRIPTION ************* ** ITEM 0046 CONTINUED ** 75.000000 (4) 85.000000 (7) 80.000000 (9) 0047 50000.0 MILE MOBILIZATION: MILE/VEHICLE WITH MINIMUM MOBILIZATION DRILL RIG (MEDIUM) 0.750000 (1) 0.150000 (4) 2.500000 (7) 1.000000 (9) FOOT 0048 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" MONITOR WELL REW 20.000000 (1)

00-805-09-17658 PAGE 35

| ITEM | *APPROX* UNIT * QTY * | * ARTICLE * * AND DESCRIPTION * | PRICE | * CON | TRACT |
|------|-----------------------|---|------------|-------|-------|
| **** | ****** | *********** | ***** | **** | **** |
| | | ** ITEM 0048 CONTINUED ** | | | |
| | | | 8.000000 | (| 7) |
| | | \$100.00 | | | |
| | | | 13.000000 | (| 9) |
| 0049 | FOOT | HOLLOW-STEM AUGER DRILLING SERVICES: (2-3 MAN CREW) LARGE RIGS (FAILING F-10 OR EQUIVALENT) | | | |
| | | TO BE INDICATED RATE PER FOOTBASED ON A 4" MONITOR WELL | | · | |
| | | | | | |
| | | | 34.000000 | (| 1) |
| | | \$35.00 | | | |
| | | | 12.000000 | (| 4) |
| | | | 10.000000 | (| 7) |
| | | | | , | · |
| | | \$150/HOUR | | | |
| | | | 19.000000 | (| 9) |
| 0050 | 500.0 HOUR | AIR ROTARY | | | |
| | | ÷ | • | | |
| | | | | | |
| | | • | 230.000000 | (| 1) |
| | | | 140.000000 | (| 4) |
| | | | | | |
| | | | 150.000000 | (| 7) |

00-805-09-17658 PAGE 36

100.000000 (9)

| | *APPROX* UNIT * QTY * | * ARTICLE * AND DESCRIPTION ************* | * | PRICE * | CONTRACT VENDOR |
|-------|--------------------------|---|--------|------------|--------------------|
| ***** | | ** ITEM 0050 CONTINUED ** | | | ****** |
| 2051 | 2000.0 FT. | CODING | | 170.000000 | (9) |
| 0051 | 2000.0 F1. | CORING MATERIALS TO BE CORED-THROUGH SITE SPECIFIC | GH ARE | | |
| | · | | | 21.000000 | (1) |
| | | | | 21.000000 | (4) |
| | | | | 50.000000 | (7) |
| 0052 | 50.0 DAY | WATER TRUCK 2" WELL CORING | ; | 12.000000 | (9) |
| | | | | 125.000000 | (1) |
| | | · · · · · · · · · · · · · · · · · · · | | 100.000000 | (4) |
| | | · | | 150.000000 | (7) |
| | | | | | |

00-805-09-17658 PAGE 37

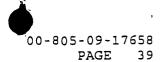
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|--------------|--------|--------------------------------|--------------|------------|------------|-------|
| ITEM *APPRO* | | * ARTICLE * AND DESCRIPTION | * | | CON VEN | TRACI |
| ***** | ***** | ***** | ***** | ***** | *** | **** |
| 0053 50 | .0 DAY | PICKUP TRUCK 2" WELL CORING | | | · | |
| | | | | 50.000000 | (| 1) |
| | | | | 50.000000 | (| 4) |
| | | | | 45.000000 | (| 7) |
| 0054 50 | .O DAY | STEAM CLEANER | | 50.000000 | . (| 9) |
| | | 2" WELL CORING | | | | |
| | | | | 90.000000 | (| 1) |
| | | | ÷ | 90.000000 | (| 4) |
| | | | | 45.000000 | (| 7) |
| 0055 | HOURLY | STANDBY TIME- | | 50.000000 | (| 9) |
| | | TO BE BASED ON STANDAR | D DKILL CREW | TIME | | |
| | | | | 100.000000 | (| 1) |
| | | | | 100.000000 | (| 4) |

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT 00-805-09-17658 PURCHASING DIVISION

PAGE 38

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT

* QTY * * AND DESCRIPTION * PRICE * VENDOR * CONTRACT ************ ** ITEM 0055 CONTINUED ** 70.000000 (7) 100.000000 (9) 0056 SYSTEM SERVICES: REPLACEMENT PARTS; IE; EXTRACTION BLOWER 200 CFM _____ % DISCOUNT 0% (1) 10% (4) AT COST (7) AT COST, 5% (9) 0057 PER LEVEL B PROTECTION SUIT-PER WORKER/PER DAY 200.000000 (1) 150.000000 (4) 100.000000 (7)



** ITEM 0057 CONTINUED **

500.000000 (9)

**** 57 ITEM(S), 57 AWARDED



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AMEC Earth & Environmental, Inc. P.O. Box 24445 Seattle, Washington 98124-0445

Standin optionh on 1-22-01

Energy Conservation & Mnmt Division Minerals & Natural Resources Oil Conservation Dept 2040 S Pacheco St Santa Fe NM 87505 Approved For Payment 02-16-01 Martyn Kreling

ATTENTION: Martyne Kieling

Professional Services Through DEC-15-2000

Project 0-517-000140 Goodwin Treatment Plant Facility

P.D. #01-311-003456 P.O. #SPD 00-805-09-17658 Lea County, NM

| LABOR | | 34.50 |
|---|--|--------------------------|
| OTHER EXPENSES | | 125.00 |
| | CURRENT BILLING NMGRT @ 5.8125 % AMOUNT DUE THIS INVOICE | 159.50 9.27 168.77 |
| TOTAL CONTRACT PRIOR BILLINGS CURRENT INVOICE | 6,200.00 4,880.75 159.50 | |

1,159.75

Project Manager: Friend, George A



TOTAL REMAINING



AMEC Earth & Environmental, Inc. P.O. Box 24445 Seattle, Washington 98124-0445

INVOICE

518081

DEC-28-2000 Page Number

2

| LABOR | | HOURS | RATE | | AMOUNT |
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| Word Processor Labadie, Charlotte_T | 12/08/00 | .50 | 29.00 | , | 14.50 |
| | | 1.00 | | | 34.50 |
| EXPENSES Equipment Rental Butler Environmental | | QTY | | RATE | AMOUNT |
| 102700 | 10/27/00 *** | | | | 125.00 |
| | | | | - | 125.00 |
| | | ** Total Pr | roject 0 | -517-000140 | 159.50 |





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AMEC Earth & Environmental, Inc. P.O. Box 24445 Seattle, Washington 98124-0445

Stampel in upForton

Energy Conservation & Mnmt Division Minerals & Natural Resources Oil Conservation Dept 2040 S Pacheco St Santa Fe NM 87505

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| TOTAL CONTRACT PRIOR BILLINGS CURRENT INVOICE | 6,200.00 4,880.75 159.50 |
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| TOTAL REMAINING | 1,159.75 |

Project Manager: Friend, George A





AMEC Earth & Environmental, Inc. P.O. Box 24445 Seattle, Washington 98124-0445

INVOICE

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| LABOR | HOURS | RATE | | AMOUNT |
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| | | | | 125.00 |
| | ** Total | Project | 0-517-000140 | 159.50 |





| Fax | |
|--|---------------------------|
| To Martyne Kieling | From Bob Wilcox |
| Company OCD | Direct Tel (505) 821–1801 |
| Fax 476-3471 | Fax (505) 821-7371 |
| Charge no 827 - 8177 | Pages 2 (inc. this page) |
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POST OFFICE BOX 810 PM. 713-225-3674
501 DAK STREET FAX NO. 915-235-4672
SWEETWATER, TEXAS 77556, U.S.A.

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THE REPRODUCTION OF

THE

FOLLOWING

DOCUMENT (S)

CANNOT BE IMPROVED

DUE TO

THE CONDITION OF

THE ORIGINAL

Fax Martyne Ling

Company's

Fax 4 -3447

để ng

Fax operator

Subject Goodwin Plant NORM Sorrey Logs From Beb Wilcox

Mec: Tel (505) 821-1801

Fax (505) 821-7371

Pages & + (inc. this page) /

Date 1/23/01

CC

These are the logs for the NOFM surerey at the George said thouse were inabeled with the original report.

Bob Wilcox

AMEC Earth & Environmenter, Inc. 8519 Jamerson NE Amuquerque, NM 87113 This fax message is confidential in you are not the intended recipient please notify us by telephone as soon as possible and either return the message by notifier destroy it. If you are not the

TE OF SURVEY: 10-23-00

NORM SURVEY

| NAME AND TITLE OF SURVEYOR: BUD BUTL | <u>ER, SENIOR RSO</u> |
|---|--|
| LOCATION OF SURVEY GOOD TAE | grina Prant |
| WEATHER CONDITION: PARA | 44 ³ |
| | |
| TYPE OF SURVEY EQUIPMENT: LUDLUM MO | DEL 3 SENIT ATION SURVEY METER |
| SERIAL #: 116673 | 418 |
| | |
| DATE OF CALIBRATION (CTOBER 20, 2000) | |
| CALIBRATION COMPLETE BY: BILL HENSO | N, LUDEUM INDUSTRIES |
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| EQUIPMENT TO BE SURVEYED: OILFULD ST | ORAGE TANKS |
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| LOCATION OF BACKGROUND READING: 12 | 3 Parts of NE. Sine of the |
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| STORAGE TANK #: / 2.1 | NORM RADIOACTIVITY READINGS LR/hr |
| TANK COMPOSITION: STEEL / MOOD FIBERGLASS | |
| SERIAL #: X | MED 60 |
| CAPACITY 500 bbis MATERIAL STORED: 330 664 40 ASTE/OL | |
| | Market Company of the |
| STORAGE TANK #: /// TANK COMPOSITION: STEEL (NOOD) FIBERGLASS | NORM RADIOACTIVITY READINGS |
| SERIAL #: | Neb High |
| SIZE: X CAPACITY: 500 | |
| MATERIAL STORED: SOP OF WASTELDEN | |
| STORAGE TANK #: // 2 | NOBM RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEEL AWOOD FIBERGLASS SERIAL #: | 170 |
| SIZE: X CAPACITY: 100 tols | MFD YEGH |
| MATERIAL STORED: 500 hos whole for | |
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| AMPA - 1991 - 1771 - 1777 | NODA COLORA COMPANION DE CONTRA DE C |
|---|--|
| STORAGE TANK #: /32- | NORM RADIOACTIVITY READINGS 4 R/AR |
| TANK COMPOSITION: STEEL / WOOD/ FIBERGLASS | <i>m</i> 23 |
| all and had him it - | LOW MED HICK |
| SIZE: X | |
| CAPACITY: bbls | |
| MATERIAL STORED: Acid (EASTY) | |
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| STORAGE SINK #: 110 | NORM RADICACTIVITY READINGS |
| TANK COMPOSITION: STEED! WOOD! FIBERGLASS | 2.4 |
| SIZE: X | MED AIGH |
| CAPACITY. 100 bbls | |
| MATERIAL STORED: 1 5007 DANZE | |
| ANTENNAL DESIGNATION OF STATE | |
| STORAGE TANK #: 129 | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION (STEEL) WOOD FIBERGLASS | TACKET SCHOOLS AT A T T TO SHOUTHAND |
| SERIAL #: | MED HICH |
| SIZE: X | MED HIGH |
| CAPACITY: 100 bus | |
| MATERIAL STORED: 2 70 Max wase form | |
| | |
| STORAGE TANK #: 10 8 | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION STEEL WOOD FIBERGLASS | |
| SERIAL #: | 2 2 70 |
| SIZE | LOW MED MICH |
| CAPACITY: 100 bbl | |
| MATERIAL STORED: 200 AND WASTEDIN | |
| | |
| STORAGE TANK #: | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEEL (WOOD) FIBERGLASS | 1 (1) 1 (1) |
| SERIAL #: | TOW MED HIGH |
| SIZE: X | |
| CAPACITY: 500 bbis bbis | |
| MATERIAL STORED: | |
| STORAGE TANK #: | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION, STEP DAY OOD, FIBERGLASS | FAMILY AND AND THE TAREST CONTRACTOR |
| SERIAL #: | A 8 4 10 |
| SIZE: X | LOW MED NIGH |
| CAPACITY: 10,000 Bos Cia | |
| MATERIAL STORED: MA PTY | |
| | |
| STORAGE TANK #: 194 | NORW RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEEL! WOOD/ FIBERCLASS | |
| SERIAL #: | 42 |
| SIZE: X | TOM WED HIGH |
| CAPACITY: 500 DON'S | |
| MATERIAL STORED: 1. SEL SAUDE | |
| 0000 | MARKA BANIA A CONTROL BELL CONTROL |
| STORAGE TANK #: _/O f | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION STEED WOOD/ FIBERGLASS | 10 |
| SERIAL #: | MED HICH |
| SIZE: X CAPACITY: 500 bbls | |
| CAPACITY: 560 bbls MATERIAL STORED: 560 | |
| MULLIMAT STORED. AND ALLES | المراجع والمراجع |

| | A |
|--|--|
| STORAGE TANK #: 106- TANK COMPOSITION: STEED/ WOOD/ FIBERGLASS SERIAL #: X | NORM RADIOACTIVITY READINGS 42 / AA. |
| CAPACITY: 500 bis waste on MATERIAL STORED 4 FEE WASTE OF A | renteger George |
| STORAGE TANK #: 19 7 TANK COMPOSITION: STEED! WOOD! FIBERGLASS SERIAL #: | NORM RADIOACTIVITY READINGS |
| SIZE X CAPACITY: 100 HI MATERIAL STORED: 1 FOR 34-0= E | TOW MED HIGH |
| STORAGE TANK #: /03 TANK COMPOSITION: STEED, WOOD/ FIBERGLASS | NORM RADIOACTIVITY READINGS |
| SERIAL#: SIZE: X CAPACITY: 600 bbis | - Tow New HIGH |
| MATERIAL STORED: FIR PTY STORAGE TANK # 102 TANK COMPOSITION: STEED WOOD! FIBERGLASS | NORM RADIOACTIVITY READINGS |
| SERIAL #: SIZE: X CAPACITY: 500 bbs | 12 MGD - HICH |
| MATERIAL STORED: X FEET JUNGE | NODIA O - DIOA CTIVITY DE A DÍNICE |
| TANK COMPOSITION (STEED) WOOD/ FIBERGLASS SERIAL #: | NORM RADIOACTIVITY READINGS 100 MED RIGHT |
| SIZE: X CAPACITY: 500 bbls MATERIAL STORED: 4000 7400 | |
| STORAGE TANK #:/ | NORM RADIOACTIVITY READINGS 30 100 |
| SERIAL #: SIZE: CAPACITY: MATERIAL STORED: ################################### | LOW MED HIGH |
| STORAGE TANK #: //*/ | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEEL / WOOD) FIBERGLASS SERIAL #: SIZE: X | - 60 - 100 100 - 100 |
| CAPACITY: 100 bbls MATERIAL STORED: 1000 bbs wastaffen | NORM RADIOACTIVITY READINGS |
| STORAGE TANK #: _// 7 TANK COMPOSITION: STEEL (MOOD) FIBERGLASS SERIAL #: | NORM RADIOACTIVITY READINGS |
| SIZE: X CAPACITY: 200 bbls MATERIAL STORED: 200 has was 75 / 010. | |

| TO RACE TANK #: 1/6 | NORM RADIOACTIVIT | Y READINGS |
|--|--|---------------------|
| COMPOSITION: STEEL (WOOD) FIBERGLASS | • | |
| ₩ (L #: | 50 | 70 |
| SIZE | LOW WED | нси |
| CAPACITY: 200 AMB | ÷ | |
| MATERIAL STORED: 200 014 WASTEL OIL | | |
| | | |
| STORAGE TO A #: 1/17 | NORM RADIOACTIVIT | Y READONGS |
| TANK CAPOSITION: STEEL (WOOD) FIBERGLASS | Nothing | I ICENTIATION |
| STRAL# | 80 | 60 |
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| MATERIAL STORED: 200 000 WASTES OIL | | |
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| STORAGE TANK #: 1/7 | NORM RADIOACTIVIT | Y KEADINGS |
| TANK COMPOSITION: STEEL (MOOD) FIBERGLASS | 100 A | |
| SERIAL #: | 30 NED | 70 |
| SIZE: X | LLVV III | , ,,,,,,, |
| CAPACITY: 200 bbs | - (1.84) - Alia | |
| MATERIAL STORED: 100 May WHOTE On | | |
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| STORAGE TANK #: / X & | NORM RADIOACTIVIT | Y READINGS |
| TANK COMPOSITION STEED WOOD FIBERGLASS | | |
| SERIAL #: | | 10 |
| SIZE: X | EOW MED | нюн |
| CAPACITY: 1000 bbls | | |
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| STORAGE TANK #: SOUTH THENTER | NORM RADIOACTIVIT | Y READINGS |
| TANK COMPOSITION: STEED WOOD/ FIBERGLASS | The state of the s | ¥ |
| SERIAL#: | 20 | 40 |
| SIZE: X | PANA PARD | HIGH |
| CAPACITY: bbis | ning in the second of the seco | |
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| STORAGE TANK #: NOATH TREATER | NORM RADIOACTIVIT | TY READINGS |
| TANK COMPOSITION: STEEL / WOOD/ FIBERGLASS | | , |
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| STORAGE TANK #: Jain | NORM RADIOACTIVI | TY READINGS |
| TANK COMPOSITION: STEEL / GOOD/ FIBERGLASS | 4.4 | 1 |
| SERIAL #: SERIAL #: | 30 | - - HICH |
| SIZE: X | COM | Fligh |
| CAPACITY: BBIS | 4.00 | |
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| STORAGE TANK # IN TECHNOL WELL | NORM RADIOACTIVI | TY READINGS |
| TANK COMPOSITION: STEEL AWOOD FIBERGLASS | ন (নাজুকুলোক কৰা নাম্টেকটোৰ নামা কৰি । ইয়াৰ | |
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NORM SURVEY

| DATE OF SURVEY: 10-23-00 | |
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| LOCATION OF SURVEY GOODWIN THE | ATING PRANT |
| WEATHER CONDITIONS RHIN | |
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| TYPE OF SURVEY EQUIPMENT: LUD UM MO | ODEL 3 SCINILATION SURVEY METER |
| SERIAL #: 116673 PROPE # PRIJS | 438 |
| DATE OF CALIBRATION: OCTOBER 20, 2000 | |
| CALIBRATION COMPLETED BY: BILL HENS | N LUDLUM INDUSTRIES |
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| EQUIPMENT TO BE SURVEYED: OULFIELD ST | TORAGE FANKS |
| NORM BACKGROUND BEADING: 10 | · uRled |
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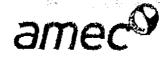
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| STORAGE TANK #: 122 | NORM RADIOACTIVITY READINGS UK/HA |
| TANK COMPOSITION: STEEL / WOOD/ FIBERGLASS | Y |
| SERIAL # | NED HIGH |
| SIZE X | NED HEGH |
| CAPACITY: bbts | |
| MATERIAL STORED: ACID (EARTY) | |
| A second | |
| STORAGE TANK#: 110 | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEED WOOD FIBERGLASS | mount to the Little CEADINGS |
| SERIAL | 18 74 |
| SIZE | LOW MED HIGH |
| CAPACITY: 100 bbls | |
| MATERIAL STORED: 1 FOOT OLUMBER | |
| WATERIAL STORED | |
| POOD ACE PANK 4. Page 23 | NO 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| STORAGE LANK #: 109 | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION STEED WOOD FIBER LASS | |
| SERIAL#: | LOW MED HIGH |
| SIZE X | |
| CAPACITY: 100 Bis | |
| MATERIAL STORED: & TO WE WHITE OIL | |
| 00000 | |
| STORAGE TANK #: 10 | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION (SDEE) WOOD! PIBERGLASS | |
| SERIAL #: | NOW NOT BUSH |
| SIZE: X | NACE THEFT |
| CAPACITY: 100 | |
| MATERIAL STORED: 200 par wayer on | Sept. Sept. |
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| STORAGE TANK#: _/ | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEEL 10 TOD FIBERGLASS | |
| SERIAL #: | LOW MID HON |
| SIZE: X | CALL NO. |
| CAPACITY: 500 bbis | |
| MATERIAL STORED | |
| COCORA COC TABILCAL AND D | SUSBLE OF ARREST AND FORM OF A PORTOR |
| STORAGE TANK #: 12.3 | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION STEEL WOOD FIBERGLASS | 4 00 |
| SERIAL #: | MED BCH |
| SIZE: X | |
| CAPACITY: 10,000 CAL | |
| MATERIAL STORED: | |
| 0700+075-074 | was the second of the second control of the second |
| STORAGE TANK #: 104 | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEED WOOD FIBERGLASS | |
| SERIAL#: | MED HIGH |
| SIZE: X | A PAGE A |
| CAPACITY: JOO | |
| MATERIAL STORED: 1.5 FORT SANDEE | |
| | The first of the second of the |
| STORAGE TANK #: (05 | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEED WOOD FIBERGLASS | 10 |
| SERIAL #: | LOW MED HIGH |
| SIZE. X | The state of the s |
| CAPACITY: 500 bbs | |

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| _ | |
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| STORAGE TANK # 106 | NORM RADIOACTIVITY READINGS 4 |
| COMPOSITION: STEED/ WOOD/ FIBERGLASS | |
| RIAL #: | 105 |
| | LOW MED HIGH |
| XXE | |
| CAPACITY 500 bbls | |
| MATERIAL STORED: N FEET WASTELOW | · · · |
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| STORAGE TANKE: 🗸 🗸 Ž | NORM RADIOACTIVITY READINGS |
| TANK COMPO TION: STEET) / WOOD / FIBERGLASS | |
| | 14 880 40 |
| SERIAL#: | AMD HIGH |
| SIZE: X | Albert 11 |
| CAPACITY 1 500 bbls | |
| MATERIAL STORED: 1 FOOT SEDE | |
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| PERMANE MARIN H. COMP. | NORM RADIOACTIVITY READINGS |
| STORAGE TANK #: 223 | LANGETAT TOT PRINCIPLE A A A A A A A A A A A A A A A A A A A |
| TANK COMPOSITION: STEED WOOD FIBERGLASS | |
| SERIAL # | 120W MPD FROM |
| SIZE. X | TOM > META |
| CAPACITY. 500 bbls | |
| MATERIAL STORED: ENERGY | |
| MATERIAL STORES | |
| | NORM RADIOACTIVITY READINGS |
| STORAGE TANK #: 102 | MOMM KADIOAL HALLI KEVIMOS |
| TANK COMPOSITION: STREET WOOD/ FIBERGLASS | |
| SERIAL #: | TOOM MED 1006 |
| SIZE: X | LOW MED TACK |
| CAPACITY: 500 | |
| MATERIAL STORED: WATER SCORE | |
| WIATERIAL STORED. | |
| | STATE A STATE OF THE VICE STATES |
| STORAGE TANK #: /// | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION (STEED) WOOD/ FIRE RGLASS | COW MED HIGH |
| SERIAL # | TOW WED most |
| SIZE | |
| CAPACITY: 500 His | |
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| MATERIAL STORED: 1 FOR SAUGE E | |
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| STORAGE TANK #: 11.3 | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION STEEL WOOD FIBERGLASS | |
| SERIAL#. | 30 100 |
| SiZE: X | LOW MED HIGH |
| CAPACITY: 500 dibls | |
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| STORAGE TANK #: 10 % | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEEL WOOD FIBERGLASS | |
| SERIAL #: | 60 100 |
| SIZE: X | LOW MED HIGH |
| CAPACITY: 500 MIS | Control (Section) |
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| MATERIAL STORED: 100 MATE/ 111 | |
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| STORAGE TANK#: // J | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEEL (WOOD) FISERGLASS | |
| SERIAL #: | 40 |
| A 502 2 Y = 2 | Web HIGH |
| The state of the s | 7.5.4 |
| CAPACITY: 200 bbls | |
| MATERIAL STORED: Zee HOA 4-47 | |

| STORAGE TANK #: 16 | NORM RADIOACTIVITY READINGS |
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| NK COMPOSITION: STEEL (WOOD) FIBERGLASS | 75. |
| RIAL F: | 60 70 100 100 100 100 100 100 100 100 100 |
| 3/2E: X | 100 m |
| CAPACITY: 200 bbls | |
| MATERIAL STORED: 100 ON WASTE OIL | |
| | NORM RADIOACTIVITY READINGS |
| STORAGE RNK#: 117 | MORAL KADIOWE LLATLE KEMBINGS |
| TANK COMPOSITION, STEEL (WOOD FIBERGLASS | 30 60 |
| SERIAL#: | MED TOCH |
| SIZE: X CAPACITY: 2 00 Dbls | |
| CAPACITY: 200 Bbls MATERIAL STORED: 200 Bbb WASTE OIL | |
| MATERIAL STORED. 200 BOX WANTED | |
| STORAGE TANK #: // 2 | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION STEEL MEANOPHIRER | |
| SERIAL #: | TOW MID HIGH |
| SERIAL #: SIZE: X | TOW MED HIGH |
| CAPACITY: 200 tobls | |
| MATERIAL STORED: 100 MA WHATE/OIL | |
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| STORAGE TANK #: / R& | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION STEED WOOD FIBERGLASS | (1) (1) (1) (1) (1) (1) (1) (1) (1) (1) |
| SERIAL#: | MED SUCH |
| SIZE: X | |
| CAPACITY 1000 bbls | |
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| STORAGE TANK #: 500 TH FATER TANK COMPOSITION: STEEL MODDLY FIBERGLASS | |
| SERIAL #: | 20 Med Med Mich |
| SIZE: X | NED SIGH |
| CAPACITY: Dbis | - 1 |
| MATERIAL STORED: | , |
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| STORAGE TANK #: NOATH MAEATEA. | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEEL / WOOD/ FIBERGLASS | 22 60. |
| SERIAL #: | TOW MED RICH |
| SIZE: X | The first of the second |
| CAPACITY: | |
| MATERIAL STORED: | |
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| TANK COMPOSITION: STEEL / WOOD/ FIBERGLASS | A STATE OF THE STA |
| SERIAL #: | 30 3 |
| SIZE: X | TOM MED HIGH |
| CAPACITY: Dbls | |
| MATERIAL STORED: | |
| | 34.00 |
| STORAGE TANK #: 120 JEEL WELL | NORM RADIOACTIVITY READINGS |
| TANK COMPOSITION: STEEL / WOOD/ FIBERGLASS | 30 30 |
| SERIAL #: | ACO MED HIGH |
| SiZE: X | And TY Triber 1 |
| CAPACITY:biss | 19.2 |
| MATERIAL STORED: | |

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AMÉC Bann & Environmental, inc. 3519 Jerierson NE Albuquerque, NM 87113 Tel (505) 821-1801

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To Martyke Kieling Company OCD

Fax 6-347!

ige na

/ JAN-11-01 10:32

Fax operator

From Boo Wilcox

Direct Tal (505) 821-1801

Fax (505): 821-7371

(inc. this page)

Date

1/10/01 ÇC



1726 Wooddale Court • Baton Rouge, Louisiana 70806

1 (800) 401-4277 • Fax (504) 927-6822

April 17, 1997

Texas Department of Health Burgan of Radiation Control West 49th Street Texas 78756

Dear Sir or Madam:

This letter is to certify that George Friend, has successfully completed an 8-Hour NORM Surveyor Course. This course included instruction required by the Texas Regulations for the Control of Radiation, Part 22, Article 22.12. The course content also included, but was not limited to, the following:

- Origin of NORM
- Sources of Radiation
- State Regulations
- Documentation Requirements
- Types of Radistion
- Radiation and Contamination Units
- Biological Effects
- Exposure Minimization
- Protective Clothing
- Radiation Survey Instrument Theory
- Radiation and Contamination Survey Techniques
- Radiation Survey Instrument Calibration Requirements
- Exposure to the Unborn Child
- Personnel Monitoring
- Emergency schons
- Practical Survey Session
- Exam

If you have any questions, of need assistance, please don't hesitate to call any of the ARS staff at 1-800-401-4277.

Sincerely,

Mark W. Krohn, RRPT

Health Physicist

MWK./spw



Fax

To Martyne Kieling Company OCD

Fax 476-3471 Charge no 8177

File no

Fax operator

Subject Norm Certification

From Bob Wilsox

Direct Tel (505) 821-1801

Fax (505) 821-7371

Pages 2 (inc. this page)

Date 1/10/01

CC

| Martyne, |
|---|
| Here is the Norma RSO revisition for |
| the initial assessment work at the |
| Groodwin Plant. I have calls into George |
| and Buddy Butier for additional information |
| I may not be able to reach them until |
| tomorrow. Place give me a call when |
| possible. |
| Thank you, |
| Thank you, Bob |

AMEC Earth & Environmental, Inc. 8519 Jefferson NE Albuquerque, NM 87113 Tel. (505) 821-1801 Fax. (505) 821-7371

This fax massage is confidential. If you are not the intended recipient please notify us by telephone as soon as possible and either return the message by post of destroy it. If you are not the intended recipient, any use by you of its



TROM-AMEC HARLE & ENVIRONMENTAL

T-294 P.02/02



This is to certify that

Buddy Butler

has completed an opproved, forty hour training course as a

NORM Radiation Safety Officer

The course included both a written examination and practical assessment

Certification Date:

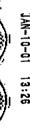
December 1, 1995

Mitchell W. Davis - RRPT

Location:

Midland, Texas





FROM-AMEC EARTH & ENVIRONMENTAL

T-283 P.02/02 F-446

Certificate of Qualification

This is to certify that

Buddy Butler

has completed an appraised, forty hour training course as a

NORM Radiation Safety Officer

The course included both a written examination and practical assessment

Certification Date:

December 1, 1995

Location:

Midland, Texas

Mitchell W. Davis - RRPT



| ¥JAN-10-01 13:26 | FROM-AMEC EARTH & ENV | I RONMENTAL | + | T-293 P.01/ | 02 F-446 |
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| 4 | To Bill Floyd | Co. | tyne Kieling | ame | 3C7 |
| East | Phone # | Phone # | | | |
| Fax | Fax # | | 27-1863 | | |
| To Ma | ertyne Kieli | W. | CIUIII A | Willox | |
| Compan | y OCD | J | Direct Tel (| 505) 821-1801 | |
| Fax 4 | 76-3471 | | Fax (505) 821 | L-737 ₁ | |
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| P.59 | ibe | | | | |

AMEC Earth & Environmental, Inc. 8319 Jefferson NE Albuquerque, NM 97113 Tel. (505) 821-1801 Fax. (505) 821-7371 This tax message is confidential if you are not the intended recipient please notify us by telephone as soon as possible and either return the message by post or destroy it. If you are not the intended recipient, any use by you of its

Thank

Petro-Thermo Corporation Goodwin Treating Plant



Photo 12 04-01-97 Tank 118 and overflow pit

Looking East



Photo 13 04-01-97 Looking SE Overflow pit and some trash SE corner of facility



Photo 14 04-01-97 Tanks121, 111, 112 and 122

Looking NW

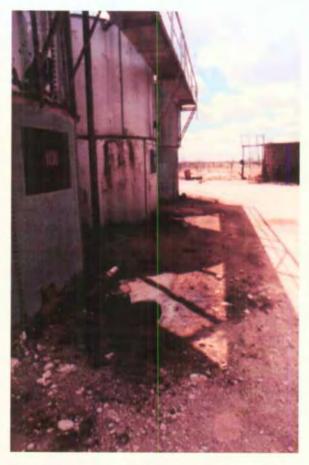


Photo 15 04-01-97 Tanks 101, 102, 103 and 121

Looking West



Photo 16 04-01-97 Looking East Tanks 104, 105, 106, 107, #?, and 123

Petro-Thermo Corporation Goodwin Treating Plant



Photo 17 04-01-97 Looking East Tanks on the left 110, 109,108
Tanks on the right 106, 107, #?, and 123



Photo 18 04-01-97 Looking East Tank 116 sump



Photo 19 04-01-97 Looking East Tank 117 sump



Photo 20 04-01-97 Looking NE Trash and debris



Photo 21 04-01-97 Looking NW Tank bottom pile in the NW corner of facility

Petro-Thermo Corporation Goodwin Treating Plant

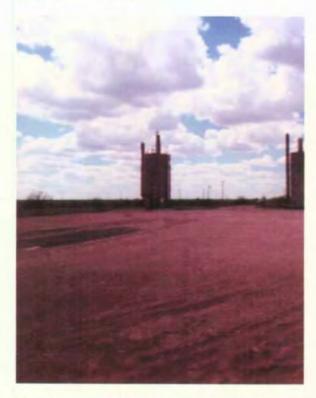


Photo 7 04-01-97 Insulated treaters

Looking West



Photo 8 04-01-97 Looking NW Tanks in first row 103, 102, 101, 113, 114, 115, 116

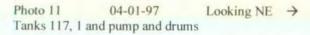




Photo 9 04-01-97 Looking North Tanks 114, 115, 116, 117 and pump and drums



Photo 10 04-01-97 Tanks 117 and 1 and pump

Looking NE



Petro-Thermo Corporation Goodwin Treating Plant



Photo 1 County Road entrance



Looking East



Photo 4 Tank 121



Looking North



Photo 2

03-16-95

Looking East



Photo 5

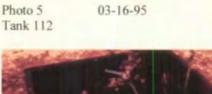




Photo 3 03-16-95 Looking East Tanks on left 104, 105, 106, 107, #?, 123 Tanks on right 103, 102, 101, 113, Tank center back 1



Photo 6 04-01-97 Agua Inc. Injection well and celler



11 December 2000 AMEC Proposal No. PF00-1202

Bureau of Mines and Mineral Resources Mining and Minerals Division 2040 South Pacheco Street Santa Fe, New Mexico 87505

Attention: Mr. John Pfeil

RE: STATE OF NEW MEXICO ENVIRONMENTAL SERVICES PRICING AGREEMENT

Recently, through a competitive bidding process, the State of New Mexico awarded AMEC Earth and Environmental (AMEC) a Pricing Agreement (PA) for environmental services through the General Services Department (GSD). The PA was awarded for environmental services such as drilling, monitor well installation, soil and ground water sampling, soil excavation, report preparation, remediation, and general consulting services for the New Mexico State Highway and Transportation Department (NMSHTD). The GSD and the NMSHTD has informed AMEC that State of New Mexico procurement code allows this PA to be used for similar services with other State of New Mexico government agencies, counties, cities, and school districts without the need for competitive bidding. AMEC has recently performed an environmental investigation for the New Mexico Bureau of Mines and Mineral Resources - Oil Conservation Division (OCD) using this PA. The contact with the OCD is Ms. Martyne Kieling at (505) 827-7153. As stated in the PA, AMEC must provide fixed line item rates as bid for the PA. The line item rates are found in the Attachment.

The PA was awarded on 1 September 2000 and is in effect for a period of 2 years. The General Services Department PA Number for this Pricing Agreement is 00-805-09-17658. In order to use this PA, a purchase order (PO) number would be created by your agency prior to the start of work. Following the submittal of an approved cost proposal and scope of work by AMEC, and after the completion of phases of the project, AMEC billing would be submitted to your agency for payment processing with that PO number.

An additional PA was awarded through the State of New Mexico GSD to several New Mexico analytical laboratories with low rates for contaminant testing. In order to further reduce costs of the projects, AMEC proposes to use these rates for any necessary analytical costs. The Number for this PA is 00-805-09-17626.

AMEC (formerly AGRA Earth and Environmental) is a diverse international consulting firm specializing in environmental, geotechnical and materials engineering, geologic and hydrogeologic investigations, construction quality assurance/quality control (QA/QC), and materials testing. AMEC maintains facilities in the United States, Canada, and 20 foreign countries. AMEC's current staff of approximately 1,700 includes registered professional engineers, professional geologists and hydrogeologists, geophysicists, archeologists, biologists, environmental technicians, engineering technicians, and support personnel. AMEC currently maintains 23 permanent offices throughout the western United States. AMEC recently acquired Ogden Environmental and Energy Services which enhances our capabilities to serve you.

State of New Mexico
Environmental Services Pricing Agreement
AMEC Proposal No. PF00-1202
11 December 2000



AMEC believes that we have unique capabilities which may provide for your agency's environmental consulting needs. Other AMEC offices in New Mexico besides Albuquerque include Gallup, Farmington, and Las Cruces. Since we have offices state-wide, we will be able to provide cost effective services to all facilities in the State of New Mexico. AMEC technical capabilities include extensive experience in soil and ground water investigations, remediation, air permitting and modeling, compliance monitoring, NPDES permitting, SPCC planning, fuel storage compliance NEPA environmental and archeological compliance, site restoration, and hazardous waste compliance.

AMEC is registered as a New Mexico residence business with ID #01130072008 and maintains the following insurance policies which meet the requirements for this project:

- Worker's Compensation Insurance (minimum limit \$100,000.00)
- Comprehensive General Liability Insurance (combined single limit or One Million Dollars (\$1,000,000) each occurrence).
- Comprehensive Automobile Liability Insurance (One Million Dollars (\$1,000,000) each occurrence).
- Engineer's Professional Errors and Omissions Liability Insurance (Five Hundred Thousand Dollars (\$500,000)).

These environmental services pricing agreements represent a cost effective and streamlined procedural mechanism to award potential environmental projects your agency has been planning. I would be happy to meet with you and discuss to discuss these possibilities. I will be in contact with you over the next several weeks to answer any questions you may have regarding this letter.

Respectfully Submitted,

AMEC Earth & Environmental, Inc.

Bob Wilcox, C.P.G.

Senior Project Manager

Bob Wiles

BW:ctl

Attachment: Pricing Agreement Line Item Costs

AMEC Earth & Environmental, Inc. 8519 Jefferson, N.E.
Albuquerque, New Mexico 87113 (505) 821-1801
FAX: (505) 821-7371

www.amec.com

+1 (505) 821-1801 +1 (505) 821-7371 +1 (505) 821-7371

8519 Jefferson, NE Albuquerque, New Mexico USA 87113





AMEC - GSD Pricing Agreement Number 00-805-09-17658 Environmental Services

| Principal Senior Scientist/Engineer Project Scientist Staff Scientist/Engineer Field Technician II Field Technician I Administrator Secretary Clerk | \$79.00 hour \$69.00 hour \$59.00 hour \$54.00 hour \$44.00 hour \$39.00 hour \$35.00 hour \$29.00 hour |
|---|--|
| Combination Explosimeter/Oxygen/CO Meter Water Quality Meter Dissolved Oxygen Meter (Water) EH Meter EC Meter Explosimeter Fluid Level Detector Interface Probe OVM/PID/FID Oxygen Meter (Air) pH Meter Portable Anometer | \$20.00 day \$20.00 day \$5.00 day \$5.00 day \$5.00 day \$15.00 day \$10.00 day \$5.00 day \$25.00 day \$15.00 day \$5.00 day \$5.00 day |
| Backhoe - Light Duty 51-62 HP, dig depth 12-18 ft Backhoe - Medium Duty 63-75 HP, dig depth 14-19 ft Backhoe - Heavy Duty 95-115 HP, dig depth 17-21 ft Trackhoe - Light Duty 95-100 HP, dig depth 20-22 ft Trackhoe - Medium Duty 150-155 HP, dig depth 24-26 ft Trackhoe - Heavy Duty 195-200 HP, dig depth over 26 ft | \$130.00 day \$199.00 day \$249.00 day \$349.00 day \$449.00 day \$599.00 day |
| 2" Blank PVC, 10 ft section 4" Blank PVC, 10 ft section 2" Screen PVC, 10 ft section 4" Screen PVC, 10 ft section 100 lb Sack Filter Pack Sand 50 lb Bucket Bentonite Pellets 50 lb Sack Bentonite Chips 8" Monitor Well Manhole 12" Monitor Well Manhole | \$16.54 each \$41.90 each \$30.86 each \$61.94 each \$5.42 each \$48.93 each \$7.39 each \$59.00 each \$85.00 each |
| Copies Fax Transmission Mileage Per Diem/Overnight | 0.05 each page 0.05 each page 0.32 per mile \$60.00 day |
| 55-gallon Barrel Disposal of Contaminated Non Hazardous Fluid Delivered to a Certified Facility | \$59.00 barrel |



AMEC - GSD Pricing Agreement Number 00-805-09-17658 Environmental Services (continued)

| 55-gallon Barrel Disposal of Contaminated Non Hazardous Soil Delivered to a Certified Facility | \$59.00 barrel |
|---|--|
| Site Surveying | \$57.00 hour |
| Medium Drill Rig Mobilization | \$0.75 mile |
| Hollow Stem Auger Drilling Services Small to Medium Rigs (CME 55 or 75 or Equivalent) 2" Monitor Well Installation | \$20.00 ft |
| Hollow Stem Auger Drilling Services Large Rigs (Failing F-10 or Equivalent) 4" Monitor Well Installation | \$34.00 ft |
| Air Rotary Drilling Coring Water Truck Pickup Truck Steam Cleaner Standby Time (Standard Drill Rig) Level B Protection Suit | \$230.00 hr \$21.00 ft \$125.00 day \$50.00 day \$90.00 day \$100.00 hour \$200.00 day |
| Remediation System Replacement Parts Expendable Field Equipment | 0% discount 0% discount |

OIL CONSERVATION DIVISION

2040 South Pacheco Santa Fe, NM 87505 (505) 827-7133 Fax: (505) 827-8177



(PLEASE DELIVER THIS FAX)

| To: George Friend | 505 821 7371 Fax |
|---|---------------------|
| | (505) 827 7153 Phon |
| Date: | |
| Number of Pages (Includes Cover Sheet)_ | 1 of 5 |
| Message: Here is the Inform | nution Concerning |
| Goodwin Frenting Plant | |
| | Maty |
| | |
| | |
| | |

If you have any trouble receiving this, please call: (505) 827-7133

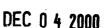


RECEIVED

Environmental Bureau

Oil Conservation Division





INVOICE

518064

NOV-29-2000 Page Number

1

AMEC Earth & Environmental, Inc. P.O. Box 24445 Seattle, Washington 98124-0445

> Energy Conservation & Mnmt Division Minerals & Natural Resources Oil Conservation Dept

2040 S Pacheco St Santa Fe NM 87505

ATTENTION: Martyne Kieling

Approved Forpayment
Approved Forpayment

Approved Forpayment

Gave to Meny 1.

Professional_Services_Through NOV-10-2000

Project 0-517-000140 Goodwin Treatment Plant Facility

P.D. #01-311-003456 P.O. #SPD 00-805-09-17658 Lea County, NM

LABOR

4,320.00

OTHER EXPENSES

560.75

CURRENT BILLING
NMGRT @ 5.8125 %
AMOUNT DUE THIS INVOICE

4,880.75 283.69 5,164.44

TOTAL CONTRACT PRIOR BILLINGS CURRENT INVOICE 6,200.00 .00 4,880.75

TOTAL REMAINING

1,319.25

Project Manager: Friend, George A





AMEC Earth & Environmental, Inc. P.O. Box 24445 Seattle, Washington 98124-0445 INVOICE

518064

NOV-29-2000 Page Number

2

| LABOR | | | | | | |
|------------------------------|-----------|----------|--------------------|-----------------------------|--------------|---|
| Object Tourism | | *.*1- | HOURS | RATE | | AMOUNT |
| Staff Engineer Friend, Georg | | | 29.00 | | | |
| Friend, George | | | 7.00 | | | |
| Filend, Georg | Je A | *** | 36.00 | 75.00 | | 2,700.00 |
| Butler, Buddy | - W | | 20.00 | 75.00 | | 2,700.00 |
| Ducter, Duady | ** | *** | 20.00 | 7500 | | 1,500.00 |
| | | | 2.0 -1-0.0- | 7-3-6-0- | | |
| CADD Draftsper | son | | | | | |
| Trujillo, Rob | ert J. | 11/03/00 | 1.50 | | | |
| Trujillo, Rob | ert J. | 11/10/00 | 1.50 | | | |
| , | | *** | 3.00 | 40.00 | | 120.00 |
| | | | | | | |
| | | | | | | |
| | | | 59.00 | | | 4,320.00 |
| | | | | | | _, |
| EXPENSES | | | | | | |
| | | | QTY | | RATE | AMOUNT |
| Unit Charges | | | | | | |
| Unit Pricing | | | | | | |
| Personal Vehi | | | 803.00 | Mile(s) | | |
| | H1102C | 10/27/00 | | | | |
| G Friend | | | | | | |
| Personal Vehi | | | 240.00 | $\mathtt{Mile}(\mathtt{s})$ | | |
| | H1102C | 10/27/00 | | | | |
| B Butler | | | | | | |
| | | | | | | |
| | | *** | 1,043.00 | | .2500 | 260.75 |
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| B Butler | H1102C | 10/27/00 | | | | |
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| | | | | | | 560.75 |
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| | | | ** Total | Project | 0-517-000140 | 4,880.75 |
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P.O. Box 24445

518064

age Number

15: 0 4 2000 Environmental Bureau

Oil Conservation Division

AMEC Earth & Environmental, Inc. Seattle, Washington 98124-0445

> Energy Conservation & Mnmt Division Minerals & Natural Resources Oil Conservation Dept 2040 S Pacheco St Santa Fe NM 87505

ATTENTION: Martyne Kieling

Professional Services Through NOV-10-2000

Project 0-517-000140 Goodwin Treatment Plant Facility

P.D. #01-311-003456 P.O. #SPD 00-805-09-17658 Lea County, NM

LABOR

4,320.00

OTHER EXPENSES

560.75

| CURRENT BILLING | | 4,880.75 |
|-----------------|---------|----------|
| NMGRT @ 5.8125 | % | 283.69 |
| AMOUNT DUE THIS | INVOICE | 5,164.44 |

TOTAL CONTRACT PRIOR BILLINGS 6,200.00 .00

CURRENT INVOICE

4,880.75

TOTAL REMAINING

1,319.25

Project Manager: Friend, George A







NVOICE -2000 Page Number

2

AMEC Earth & Environmental, Inc. P.O. Box 24445 Seattle, Washington 98124-0445

| LABOR | | | | | |
|--|----------|----------|---------|--------------|----------|
| Chaff Pagingon Biold | Monle | HOURS | RATE | | AMOUNT |
| Staff Engineer Field Friend, George A | 10/27/00 | 29.00 | | | |
| Friend, George A | 11/03/00 | 7.00 | | | |
| riiena, George A | *** | 36.00 | 75.00 | | 2,700.00 |
| Dutlan Dudda W | | | /5.00 | | 2,700.00 |
| Butler, Buddy W | 10/27/00 | 20.00 | 75 00 | | 1 500 00 |
| | ~ ~ ~ | 20.00 | 75.00 | _ | 1,500.00 |
| CADD Draftsperson | | | | | |
| Trujillo, Robert J. | 11/03/00 | 1.50 | | | |
| Trujillo, Robert J. | | 1.50 | | | |
| irujiiio, Robert U. | 11/10/00 | 3.00 | 40.00 | | 120.00 |
| | | 3.00 | 40.00 | | 120.00 |
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| | | 59.00 | | | 4,320.00 |
| | | 33.00 | | | 1,320.00 |
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| Unit Charges | | - | | | |
| Unit Pricing | | | | | |
| Personal Vehicle Mil | .eage | 803.00 | Mile(s) | | |
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| G Friend | | | | | |
| Personal Vehicle Mil | .eage | 240.00 | Mile(s) | | |
| H1102C | 10/27/00 | | ` , | | |
| B Butler | | | | | |
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| H1102C | 10/27/00 | | | | |
| B Butler | | | | | |
| Per Diem/Overnight | | 3.00 | Day(s) | | |
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| AGRA ENVIRO | 91 ME AND ORDER EARTH & ONMENTA JEFFERS UERQUE, | L INC ON NE | | AG0013 | č | STATE OF NEW MEXICO PURCHASE DOCUMENT | AGENC' CODE | 01 | 10/05/200 DOCUMENT NUMBER DELIVERY DATE | 01-31 | OF 1 11-003456 |
|--|---|--|----------|---|---|--|----------------|--|---|--|-------------------|
| P 204 | CONSER O SOUTH TA FE, | I PACHE | ECO | | 2040 S SANTA | ONSERVATION DIVISION COUTH PACHECO FE, NM 87505 ONE MBER (505) 827-7150 | RE | (Bids must b | SE REQUISITION • requested for items over \$5: SOURCE & SPECIAL REMARKS | | |
| FUN 3 | ND AGCY 11 521 | ORG 2500 | овјест | AMOUNT 6200.00 | 0522 | FOR AGENCY USE 2501 6200.00 | | C/PA SPD DIRECT F (only valid for EXEMPT) | CT, PRICE AGREEME! HAN PROFESSIONAL andors must be used for items PO# 00 - 805 - 09 - 1765 PURCHASE ORDER or purchases \$500.00 and und FROM THE NM PROC Section ED FROM PROCUREM | SÉRVICE CONTRA ounder contract) 58 08, der) CUREMENT CODE | RES: /21/2001 |
| AGENCY APPF Federal) legisla all other outst | F SIX ACCOUN | y that the pro regulations. e commitmen ATURE | | see represented by this docume fy that adequate unencumbered nte payable. | nt is authorized l'osen and budge TITLE | by and is made in ecoordance with all State (and if applicable of expenditure authority exists for this proposed purchase and DATE 10/05/2000 | APPROV | FOR ENC | Section | | MSA,1978 |
| сомм | QUANTITY | J un | | COMMODITY CODE | ACCT LN | ARTICLE AND DESCRIP | TION | | | UNIT COST | TOTAL COST |
| 01 | GOANIIIY | | | COMMODITY CODE | E | ncumber funds for environment oodwin Treating Plant in Lea | tal in | - | tion of | 6200.0000 | 6200.00 |
| SPD - 101A (0 | 5/98) | COPY 3 | DISTRIBU | TION: AGENCY COPY | 7 2 | | | | TOTAL | | 6200.00 |

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

MEMORANDUM OF MEETING OR CONVERSATION

| Telephone Personal Time 2:04 Date 11-3-00 |
|--|
| Originating Party Other Parties Martyre Kichy 821-1801 |
| Subject Goodwin treating Plaint |
| |
| Discussion Norm Waste Disposal |
| Docations Lotus in Andrews, Kemwaste Management Andrews Tx \$ 165.00 Disposal Cost for Drom With Transport |
| 25 Feet in Timb + Redwood Tamk 225 bbl of wisk? |
| Use 2 m Rolloff on Sik |
| Rolloff- 10 Yards There is Aproximatly 18 to 20 yet total |
| Conclusions or Agreements |
| Distribution Signed |

1-958 P.03 F-469

Oil Conservation Division
Monitoring Well Installation
Former Petro-Thermo Corporation
Goodwin Treating Plant Facility
Lea County, New Mexico
AMEC Proposal No. PF00-1024
31 October 2000

- ♦ 10 feet of 0.010 PVC screen below the top of ground water level
- ♦ 5 feet of 0.010 PVC screen above the top of ground water level
- gravel pack from the bottom of the hole to 3 feet above the top of the well screen
- ♦ 2 to 3 feet bentonite plug placed on top of gravel pack
- cement grout containing 3 to 5 % bentonite to surface
- concrete pad around well surface with locking three (3) foot riser

After completion of the well it will be developed using a hand bailer to surge and purge until the amount of suspended solids have stabilized. The well will be allowed to recharge overnight, then 3 casing volumes will be purged and water samples collected. These samples will be sent for laboratory analysis for BTEX, TPH, total dissolved solids (TDS), major cations/anions and New Mexico Water Quality Control Commission (WQCC) metals. It is our understanding that OCD will provide the necessary sampling supplies and laboratory analysis. At no cost to AMEC

Based on the number of uncertainties inherent in a project such as this, AMEC is unable to extend a fixed cost proposal. Instead, we are proposing a time and materials proposal.

It is anticipated that the project will begin on 6 November 2000 and continue for a period of 2 working days.

Monitoring Well Installation Services.

| Mobilization/Demobilization/ Project Preparation 12 hours Staff Scientist @ \$57/hour 800 miles @ \$ 25/mile 1 man days per diem @ \$60/day | | \$684.00 \$200.00 \$60.00 |
|---|-----------|---------------------------------------|
| | Sub Total | \$944.00 |
| Drilling Rig Mobilization/Demobilization Drilling Rig time 3 hours @ \$230/hour Drilling Rig 120 miles @ \$0.75/mile Support unit 1 day @ \$50.00/day | | \$690 00 \$90.00 <u>\$50.00</u> |
| | Sub Total | \$830 00 |
| Site Activities | | |

On-Site Activities

| Air rotary drilling and well completion | |
|---|------------|
| Drilling 12 hours @ \$230.00/hour | \$2,760.00 |
| 15 feet 2 inch 0.010 PVC screen @ \$36/15ft | \$36.00 |

1-958 P.04 F-469

Oil Conservation Division
Monitoring Well Installation
Former Petro-Thermo Corporation
Goodwin Treating Plant Facility
Lea County, New Mexico
AMEC Proposal No. PF00-1024
31 October 2000

| 60 feet blank 2 inch PVC riser @ \$15.50/10ft | \$93 00 |
|---|----------------|
| Gravel pack 700 lb @ \$6.60/100lb | \$46.20 |
| Bentonite pellets 50 lb @ \$30/50lb | \$30 00 |
| Cement pad and riser @ \$100 | \$100 00 |
| 20 hours Staff Scientist @ \$57/hour | \$1,140.00 |
| PiD 1 day @ \$5.00/day | \$5 00 |
| 1 man days per diem @ \$60/day | <u>\$60.00</u> |

| Sub lotal | \$4,270.20 |
|-----------|------------|
| | |

| 12 hours Senior Scientist @ \$75/hour | \$900.00 |
|---------------------------------------|----------------|
| 4 hours Clerical @ \$29/hour | \$116.00 |
| 2 hours Drafting @ \$40/hour | <u>\$80.00</u> |

| Sub Total | \$1096 00 |
|-----------|-----------|
| | |

Should you have any questions, please feel free to contact our office.

Respectfully submitted,

AMEC Earth & Environmental, Inc.

George A. Friend Project Manager

Copies Addressee (2)

Reviewed by:

Fred Schelby, P.E

Manager of Engineering

AMEC Earth & Environmental, Inc. 8519 Jefferson, N.E.

Albuquerque, New Mexico 87113 Telephone: 505/821-1801

Fax: 505/821-7371 www amec.com

QCT-31-00 14:06

FROM-AMEC EARTH & ENVIRONMENTAL

** T-958 P.05 F-469

Oil Conservation Division
Monitoring Well Installation
Former Petro-Thermo Corporation
Goodwin Treating Plant Facility
Lea County, New Mexico
AMEC Proposal No PF00-1024
31 October 2000

Terms of payment are net 30 days. Payments not received within 30 days will be charged interest at the rate of 1.5 percent per month, an effective annual rate of 18 percent. If this matter is placed in the hands of an attorney for collection, the signatory agrees to pay, in addition to fees and interest due hereon, reasonable attorney's fees.

| Accepted for | Oil Conservation Division | |
|--------------|--|--|
| , | (Organization responsible for payment) | |
| | | |
| ∃y | | |
| , | (Name and title) | |
| • | Data | |
| Signature | Date | |



31 October 2000 AMEC Proposal No PF00-1024

Oil Conservation Division 2040 South Pacheco Santa Fe, New Mexico 87505

Attention: Ms. Martyne Kieling

RE: SCOPE OF WORK

MONITORING WELL INSTALLATION
FORMER PETRO-THERMO CORPORATION
GOODWIN TREATING PLANT FACILITY
LEA COUNTY, NEW MEXICO

AMEC Earth & Environmental, Inc. (AMEC) is pleased to provide you with this cost estimate to provide Monitoring Well Installation Services at the Goodwin Treating Plant located in Lea County, New Mexico Scope of services were detailed in referenced Request for Proposal (RFP).

Acceptance of this proposal can be indicated by executing one copy in the space provided and returned to this office. This scope of work will follow the terms and conditions of AMEC's Site Maintenance and Monitoring Contract (PA No. 00-805-09-17658) awarded by the State of New Mexico, General Services Department. Where a specific item is warranted in the OCD scope of work and is not detailed in the GSA Contract, AMEC will use its most current Unit Fee Schedule.

All work performed at the site will conform with AMEC's Safety Policies and Procedures Manual. A site specific Health and Safety Plan (HASP) will be prepared prior to site mobilization. A record of safety topics covered and attendee list will be kept by AMEC and provided upon request. Safety meeting (tailgate meeting) will be held prior to commencing daily activities.

The Monitoring Well Installation scope of work will consist of drilling at one location and installing a 2 inch diameter well to the depth of approximately ten (10) feet below the top of the water table using an Air Rotary drilling rig. Based on information from nearby wells we anticipate that the depth to water is approximately 60 feet.

Soil samples will be collected at the 3 to 5 foot level then at 10 foot intervals to the bottom of the hole. Soil samples will be field screened using a photo ionization detector (PID). A minimum of one (1) sample from the highest PID reading and 1 bottom hole sample will be submitted for laboratory analysis of total petroleum hydrocarbons (TPH) and benzene, toluene, ethylbenzene and xylene (BTEX). Soil samples for laboratory determination of chloride will be collected at the 3 to 5 foot level, 15 foot level, highest PID reading level and bottom of the hole. It is our understanding that OCD will provide the necessary sampling supplies and laboratory analysis at no cost to AMEC.

The well will then be competed in the following manner.

(inc. this page)

Fax

To Mr. Martyne Kieling

Fax 505-827-8177

Charge no

File no

Fax operator

Subject

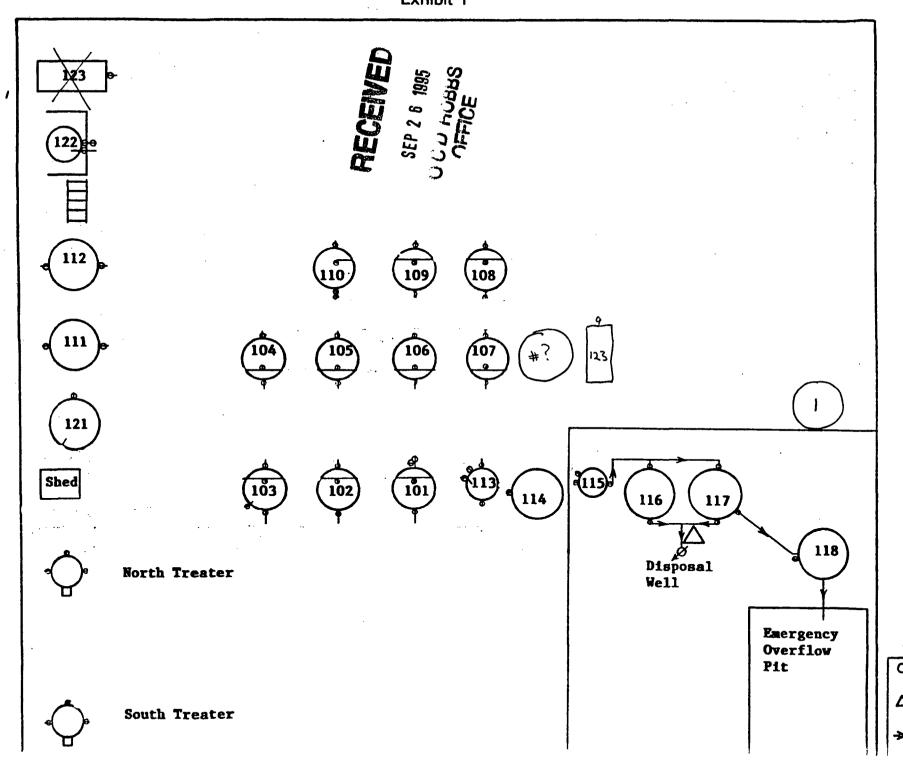
From Mr. George Friend Direct Tel Fax 505-821-7371

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CC

AMEC Earth & Environmental, Inc. 8519 Jefferson NE Albuquerque, NM 87113 Tel (505) 821-1801 Fax (505) 821-7371 www.amec.com

This fax message is confidential. If you are not the intended recipient please notify us by telephone as soon as possible and either return the message by post or destroy it. If you are not the intended recipient, any use by you of its contents is prohibited.



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6 December 2000 AMEC Project No. 0-517-000140 Revision 1

Oil Conservation Division 2040 South Pacheco Santa Fe, New Mexico 87505

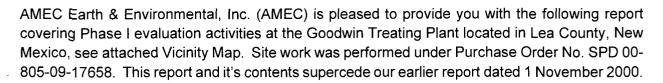
Attention: Ms. Martyne Kieling

RE: REPORT OF

PHASE I EVALUATION

FORMER PETRO-THERMO CORPORATION GOODWIN TREATING PLANT FACILITY

LEA COUNTY, NEW MEXICO



Work at the site started on 23 October, 2000 and continued through 24 October, 2000. All site work was performed in accordance with AMEC health and safety guidelines.

Liquids from tanks that were accessible were tested on site to determined recyclable potential. Field test result suggest no recyclable hydrocarbons in the liquids.

Estimates of volume and type of material in the tanks are listed below.

| TANK# | TYPE | LIQUIDS (Barrels) | SOLIDS (Feet) |
|-------|--------------|-------------------|---------------|
| 1 | Redwood | None | Empty |
| 101 | Steel Bolted | None | 1.6 |
| 102 | Steel Bolted | None | 1.7 |
| 103 | Steel Bolted | None | 0.6 |
| 104 | Steel Bolted | None | 2.2 |
| 105 | Steel Bolted | 40 | 0.0 |
| 106 | Steel Bolted | 15 | 1.6 |
| 107 | Steel Bolted | None | 0.5 |
| 108 | Steel Bolted | 70 | 1.0 |
| 109 | Steel Bolted | 132 | 0.6 |
| 110 | Steel Bolted | None | 6.6 |
| 111 | Redwood | 225 | 9.0 |
| 112 | Redwood | None | 5.0 |
| 113 | Steel Bolted | 218 | 6.6 |
| | | | |





Oil Conservation Division
Phase I Investigation
Former Petro-Thermo Corporation
Goodwin Treating Plant Facility
Lea County, New Mexico
AMEC Project No. 0-517-000140
6 December 2000

| TANK# | TYPE | LIQUIDS (Barrels) | SOLIDS (Feet) |
|-------|--------------|-------------------|---------------|
| 114 | Redwood | 210 | 9.0 |
| 115 | Redwood | 40 | 0.0 |
| 116 | Redwood | 115 | 1.0 |
| 117 | Redwood | 176 | 0.0 |
| 118 | Redwood | 311 | 0.6 |
| 120 | Steel Bolted | None | Empty |
| 121 | Redwood | 232 | 1.0 |
| 122 | Poly | None | Empty |
| 123 | Welded | None | Empty |

Entry for North and South treaters was not available and no estimate has been made as to the amount or type of contents.

The volume of contaminated soils in the on site soil pile and around the tanks is estimated to be 1450 cubic yards.

Tanks, sludge, liquids and piping at the referenced facility were surveyed for the presence of natural occurring radioactive material (NORM). Readings of over 50 micro-Roentgens per hour (uR/hr) were obtained at locations shown on the attached site map. These readings of over 50 uR/hr prompted the New Mexico Oil Conservation Division (OCD) to require AMEC to collect laboratory samples. These samples were collected from above ground storage tank (AST) number 112, soil pile No. 123 and a composite sample collected from AST Nos. 106, 113 and 114. These samples were collected on 24 October, 2000 by a certified NORM inspector and submitted to the OCD contract laboratory, Trace Analysis, Inc. located in Lubbock TX. Analytical testing for radium 226, radium 228 and lead 210 were requested. Laboratory test results will be provided directly to OCD by the laboratory.

Martyne Kieling of the OCD will attach the laboratory data to this report when the results are available.

Samples from suspect asbestos materials on the North and South treaters were collected on 23 October, 2000 and submitted to Trace Analysis for determination of asbestos content. The laboratory test results indicate that the materials do not contain asbestos. Laboratory test results are attached.

amec

Oil Conservation Division
Phase I Investigation
Former Petro-Thermo Corporation
Goodwin Treating Plant Facility
Lea County, New Mexico
6 December 2000
AMEC Project No. 0-517-000140

Should you have any questions, please feel free to contact our office.

Respectfully submitted,

AMEC Earth & Environmental, Inc.

George A. Friend Project Manager

Attachments: Vicinity Map

Site Map

Asbestos Sample Results

AMEC Earth & Environmental, Inc.

8519 Jefferson, N.E.

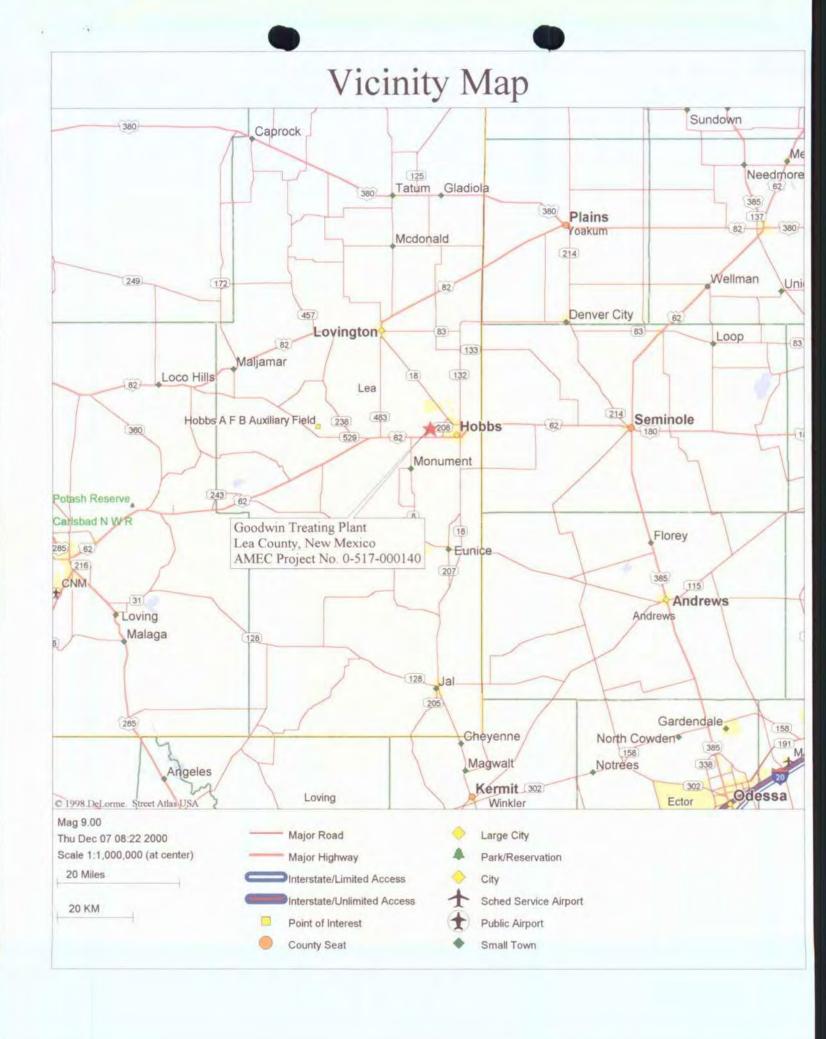
Albuquerque, New Mexico 87113

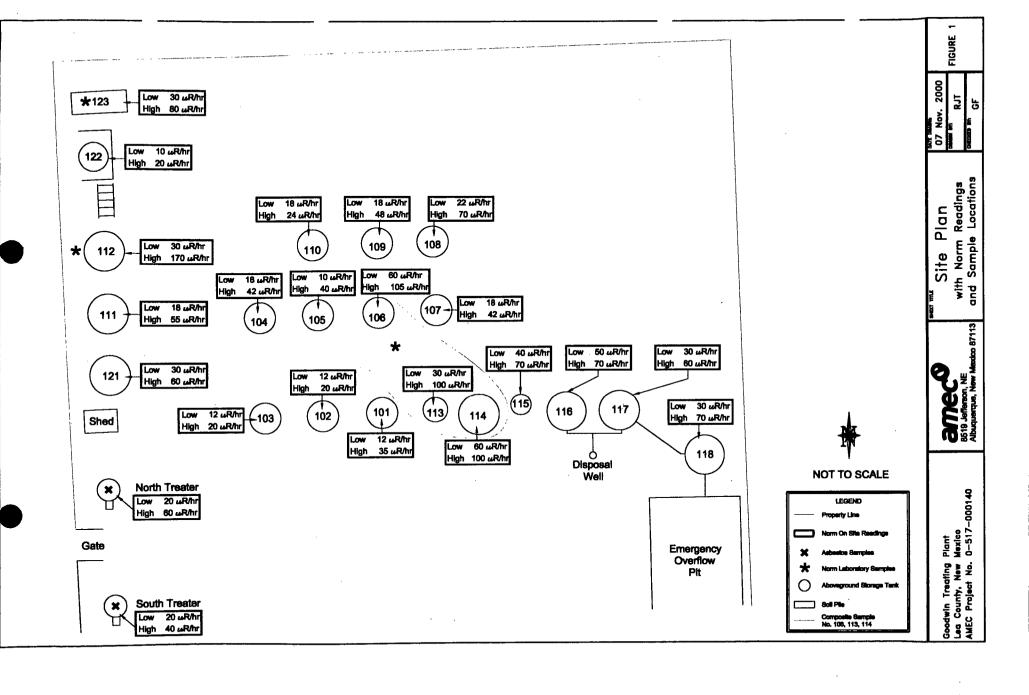
Telephone: 505/821-1801

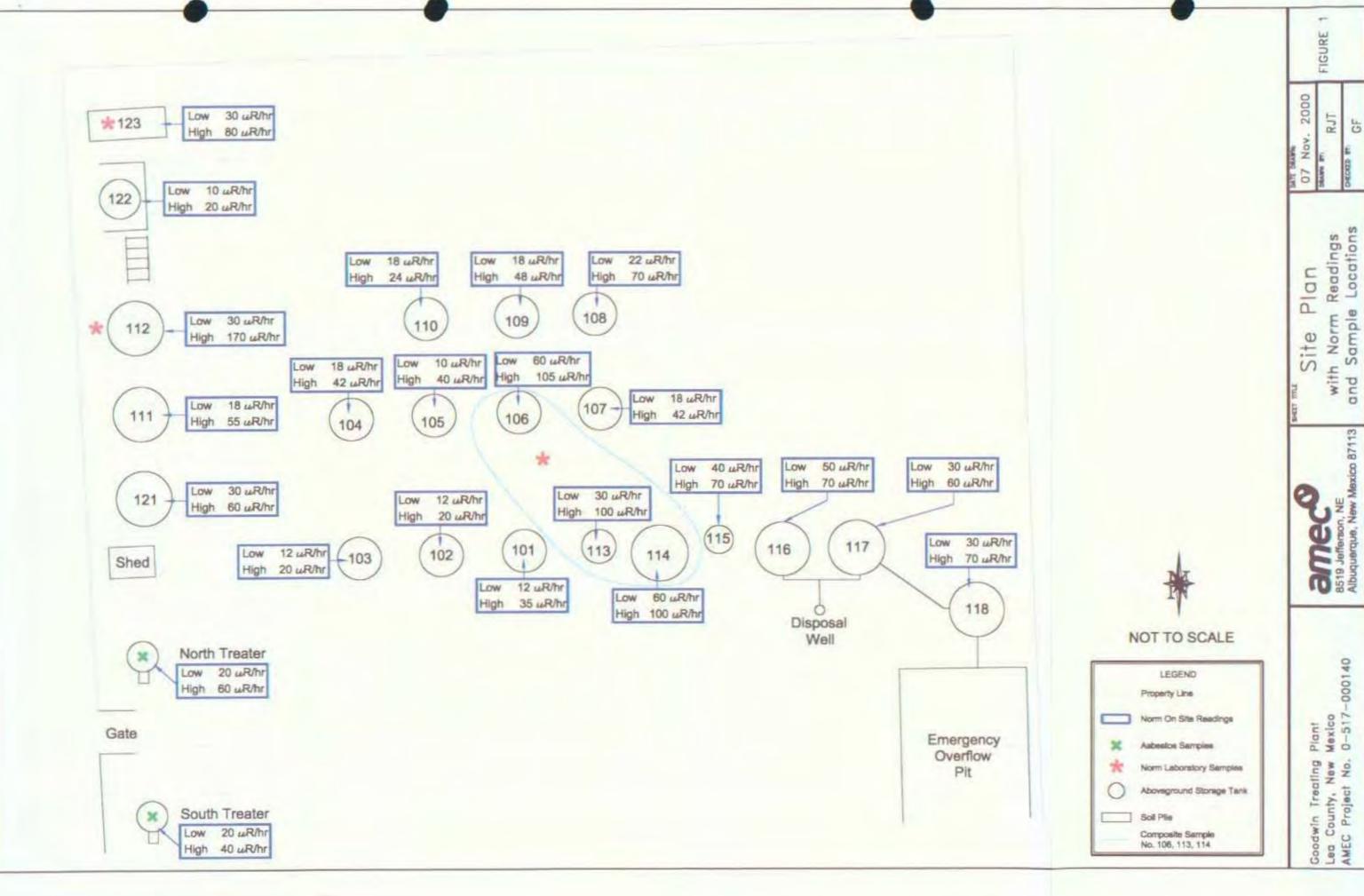
Fax: 505/821-7371 www.amec.com Reviewed by:

Fred Schelby, P.E.

Manager of Engineering









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| Lubbock, Texas 79424 |
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TraceAnalysis, Inc.

4725 Ripley Dr., Ste A El Paso, Texas 79922-1028 Tel (915) 585-3443 Fax (915) 585-4944 1 (888) 588-3443

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7 November 2000 AMEC Project No. 0-517-000140

Oil Conservation Division 2040 South Pacheco Santa Fe, New Mexico 87505

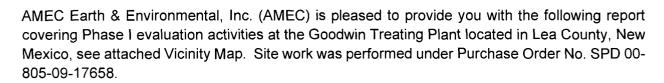
Attention: Ms. Martyne Kieling

RE: REPORT OF

PHASE I EVALUATION

FORMER PETRO-THERMO CORPORATION GOODWIN TREATING PLANT FACILITY

LEA COUNTY, NEW MEXICO



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Martyne Kieling of the OCD will attach the laboratory data to this report when the results are available.

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Oil Conservation Division
Phase I Investigation
Former Petro-Thermo Corporation
Goodwin Treating Plant Facility
Lea County, New Mexico
AMEC Project No. 0-517-000140
7 November 2000



Should you have any questions, please feel free to contact our office.

Respectfully submitted,

AMEC Earth & Environmental, Inc.

George A. Friend Project Manager

Attachments: Vicinity Map

Site Map

Asbestos Sample Results

GAF:ctl

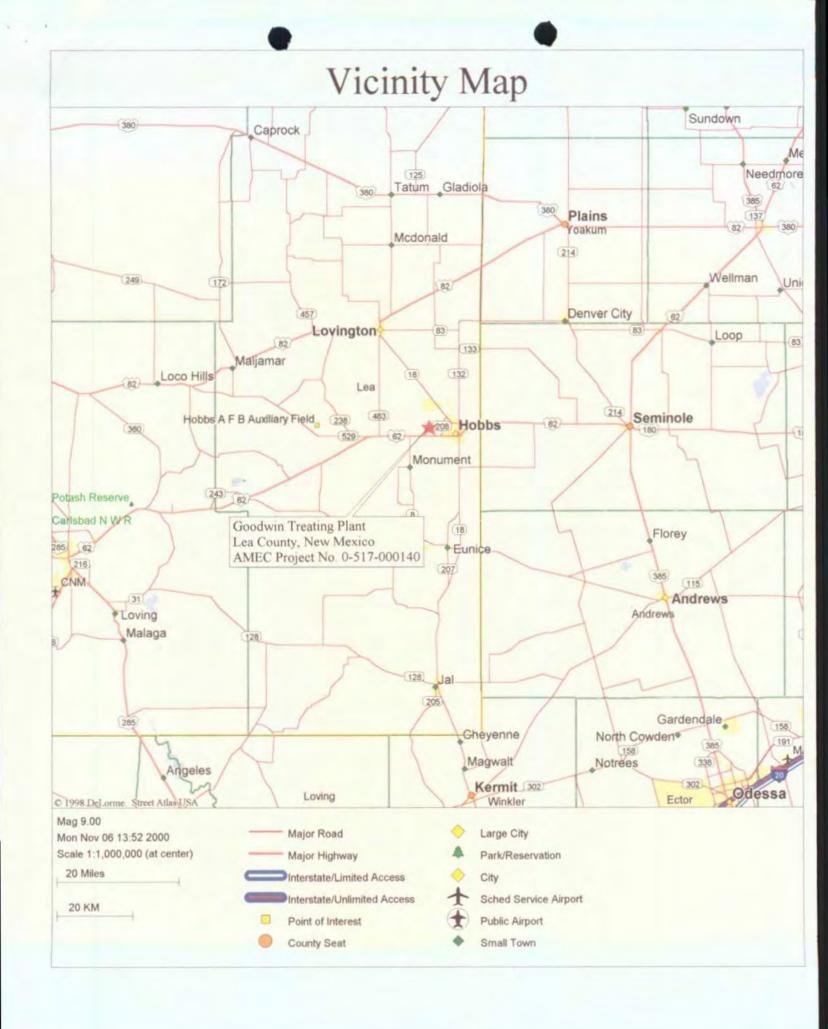
AMEC Earth & Environmental, Inc. 8519 Jefferson, N.E. Albuquerque, New Mexico 87113

Telephone: 505/821-1801 Fax: 505/821-7371 www.amec.com Reviewed by:

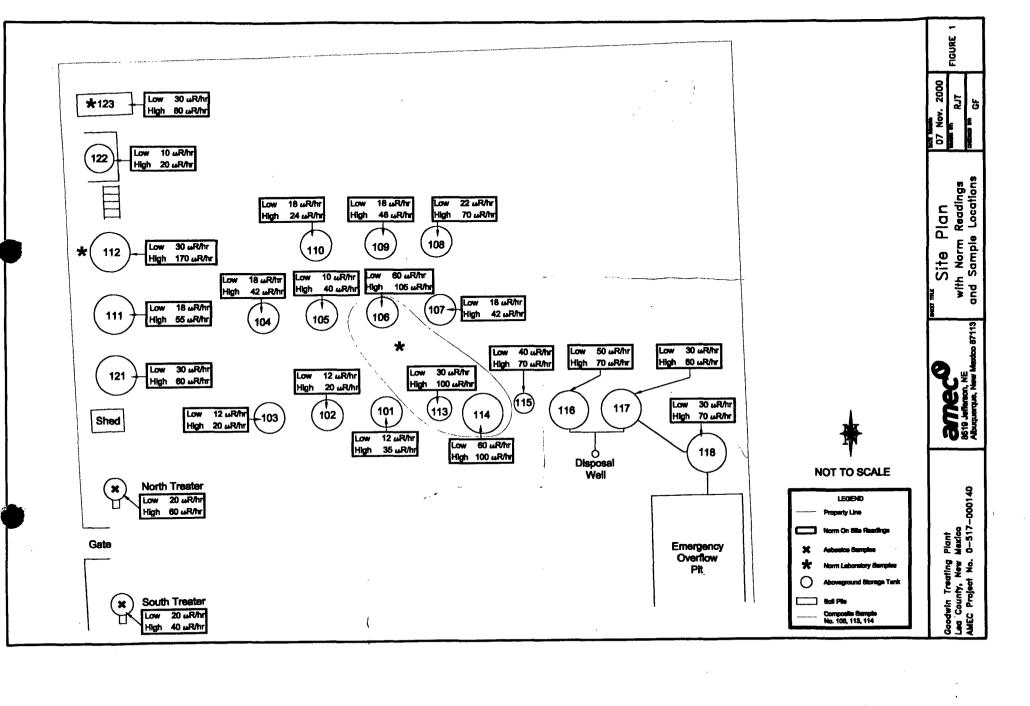
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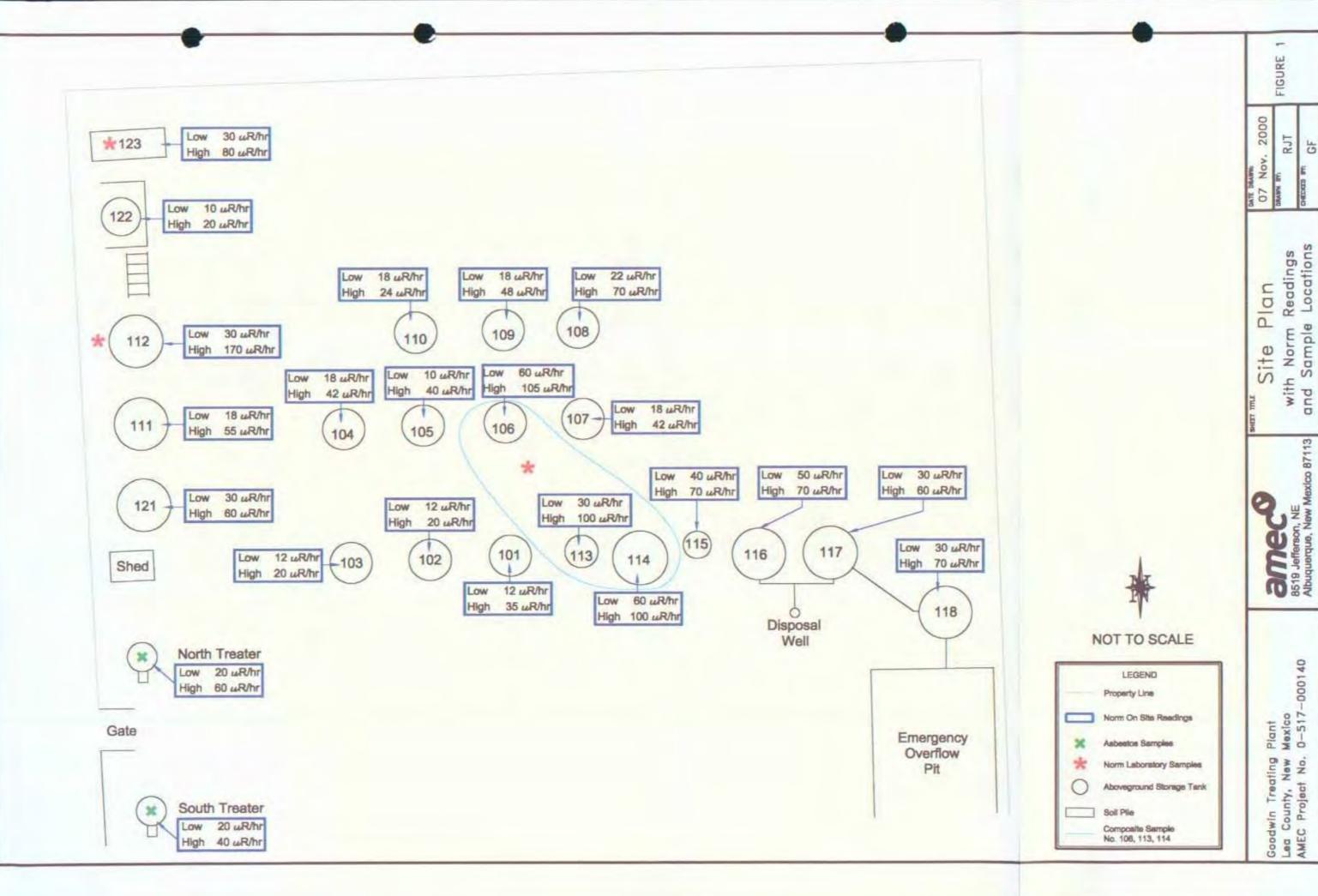
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VICINITY MAP



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| • | Lubbock, Texas 79424 |
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TraceAnalysis, Inc.

4725 Ripley Dr., Ste A El Paso, Texas 79922-1028 Tel (915) 585-3443 Fax (915) 585-4944 1 (888) 588-3443

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| Company Name: NEW MEXICO DIA CONSERVATION DIV | | | | | | Phone #: 600 8277133 | | | | | | | | | ANALYSIS REQUEST (Circle or Specify Method No.) | | | | | | | | | | | | | - | | | | | |
| Company Name: NEW MEXICO OIL COLOSER UNTILLO B Address: (Street, City, Zip) AOHO S. PHCMECO SHNTH FR Contact Person: INFANTY INE IX IELING. Invoice to: (If different from above) | | | | | | Fax #: | | | | | | | 47505 8278177 | | | | | | | 3010B/200.7 | | ors | peci | | | | 0.) | | | is | 7 000 014 | ndard | |
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| LAB # (LAB USE) ONLY | FIELD CODE | # CONTAINERS | Volume/Amount | WATER | SOIL | SLUDGE | 2000 | HCL | HNO3 | 7 | | NaOH | | NO NE | DATE | TIME | MTBE 8021B/602 | TPH 418.1/TX10 | PAH 8270C | Total Metals Ag As Ba Cd Cr Pb Se Hg 6 | TCLP Metals Ag | TCLP Semi Votal | TCLP Pesticides | RCI | GC-MS Vol. 8260 | GC/MS Semi. Vo | Pesticides 8081/ | BOD, TSS, pH | 132054 | 3 1.103 | | Turn Around Time if di | Hold |
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| 1313 13th Street Lubbock, TX 79401 | | DESTINATION AGENCY NO. |
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| DESTINATION STATION CITY & STATE ZIP To (Reportient's Name) | 902 463 578 5 PREPAID CHARGES PREPAID CHARGES | C.O.D. |
| TRACE HARYSIS INC | S EXPRESS S INTERLINE INFORMATION REFWD | 11.35 |
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| City Cumpore (State) 79424 | COLLECT / C.O.D. FEE | 200 |
| Recipient's Package Express Account No. Recipient's prone Number (Very Important) () — | SUB TOTAL | 1336 |
| Shipper's Package Express Account No. (Very Important) | NBO SAME OVER- STO BILL PKG CASH BILL BILL DAY NIGHT DELIVERY | • |
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| (HeBB) SHIPPER'S RECEIPT - 1 | (NOT NEGOTIABLE) SUBJECT TO TARIFF REGULATIONS LIABILITY: This Carner will not pay loss or damage claims over \$100 per st package, whichever is greater, unless a greater value is declared and charges for such greater value paid. Maximum valuation on any one by tariff. (See Tariff for Intrastate exceptions). In no event shall the Carrier be liable for consequential or incidental damage for loss, damage or | e shipment is limited |

6701 Aberdeen Avenue, Suite 9 4725 Ripley Avenue, Suite A

Lubbock, Texas 79424 El Paso, Texas 79922 888 • 588 • 3443

806 • 794 • 1296 915 • 585 • 3443

FAX 806 • 794 • 1298 FAX 915 • 585 • 4944

E-Mail: lab@traceanalysis.com

NOV 27 2000

Invoice #

44605

Invoice Date:

Nov 20, 2000

Order ID:

A00102611

Attn:

Bill To:

Wayne Price

2040 S. Pacheco

Santa Fe, NM 87505

OCD

Project #:

0 517-000140

Project Name:

Goodwin Treating Plant

Project Location:

Hobbs, NM

| Test | Quantity | Matrix | Description | Price | SubTotal |
|---------------------|----------------|--------|-----------------|----------|----------|
| Shipping - Asbestos | 1 | Solid | 157004 - 157004 | \$15.00 | \$15.00 |
| Radium 226/228 | 3 | Sludge | 157006 - 157008 | \$113.00 | \$339.00 |
| Asbestos | 2 | Solid | 157004 - 157005 | \$30.00 | \$60.00 |
| Payment Terms | s: Net 30 Days | | | Total | \$414.00 |

Director, Dr. Blair Leftwich

APPROVED Wiew

6701 Aberdeen Avenue, Suite 9

Lubbock, Texas 79424

806 • 794 • 1296 915 • 585 • 3443 FAX 806 • 794 • 1298 FAX 915 • 585 • 4944

4725 Ripley Avenue, Suite A

El Paso, Texas 79922 888 • 588 • 3443

E-Mail: lab@traceanalysis.com

Invoice #

44605

Invoice Date:

Nov 20, 2000

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Wayne Price

2040 S. Pacheco

Santa Fe, NM 87505

OCD

Project #:

0 517-000140

Project Name:

Goodwin Treating Plant

Project Location:

Hobbs, NM

| Shipping - Asbestos | 1 | Solid | 157004 - 157004 | \$15.00 | \$15.00 |
|---------------------|---|--------|-----------------|----------|----------|
| Radium 226/228 | 3 | Sludge | 157006 - 157008 | \$113.00 | \$339.00 |
| Asbestos | 2 | Solid | 157004 - 157005 | \$30.00 | \$60.00 |

Director, Dr. Blair Leftwich



BULK ASBESTOS SAMPLE ANALYSIS REPORT

REPORT DATE: 10/27/00

TEST METHOD: 40 CFR CH. I (1-1-87 EDITION) PT 763,

SUBPT. F APP. A. PAGES 293-299.

REPORT TO: TRACEANALYSIS, INC. 6701 ABERDEEN AVENUE

LUBBOCK

ATTENTION: NELL GREEN

79424

ANALYST SIGNATURE:

| KEVCO JOB NUMBER: DATE RECEIVED: DATE ANALYZED: | 15321 10/27/00 10/27/00 | 15321 10/27/00 10/27/00 | |
|---|------------------------------------|---|--|
| CLIENT SAMPLE ID: PROJECT ID: | 157004 | 157005 | |
| SAMPLE LOCATION: | | | |
| IS THE SAMPLE HOMOGENEOUS? | NO | NO | |
| DOES IT CONTAIN LAYERS? | YES | YES | |
| IS THE SAMPLE FIBROUS? | NO | NO | |
| SAMPLE COLOR: | WHITE/YELLOW/BLACK | WHITE/YELLOW/BLACK | |
| SAMPLE CONTAIN ASBESTOS FIBERS? | NO | NO | |
| ASBESTOS TYPE AND PERCENT: | | | |
| TOTAL PERCENT ASBESTOS: | 0 PERCENT | 0 PERCENT | |
| FIBROUS MATERIALS AND PERCENT: | | FIBROUS GLASS < 1% CELLULOSE < 1% SYNTHETIC < 1% HAIR (WOOL) < 1% | |
| NONFIBROUS CONSTITUENTS: | MATRIX/FILLER FOAM INSULATION | MATRIX/FILLER FOAM INSULATION | |
| DEVIATION FROM TEST METHOD: | *1 | * 1 | |

- THIS TEST REPORT RELATES ONLY TO THE ITEMS TESTED AND MUST NOT BE REPRODUCED EXCEPT WITH THE APPROVAL OF THE LABORATORY.

 - ALL SAMPLES WILL BE DISPOSED OF 90 DAYS FOLLOWING SAMPLE RECEIPT UNLESS OTHERWISE INSTRUCTED BY
- THE CLIENT.
- UNDER CURRENT EPA REGULATIONS, AN "ASBESTOS CONTAINING MATERIAL" CONTAINS MORE THAN ONE PERCENT ASBESTOS.
- UNLESS OTHERWISE STATED, TEST METHOD DOES NOT UTILIZE POINT COUNTING. QUANTITATION OF COMPONENTS BY VISUAL ESTIMATION DURING MACROSCOPIC AND/OR PLM EXAMINATIONS.
- UNDER CURRENT NESHAP REGULATIONS, 40 CFR PART 61, ASBESTOS CONTENT IN SAMPLES WITH LESS THAN 10 PERCENT ASBESTOS MUST BE REVERIFIED BY PLM POINT COUNTING.
 THIS TEST REPORT MUST NOT BE USED BY THE CLIENT TO CLAIM PRODUCT ENDORSEMENT BY NVLAP OR ANY

AGENCY OF THE U.S. GOVERNMENT.

^{*1} MATRIX OF SAMPLE DISSOLVED IN TETRAHYDROFURAN, HEATED, EVAPORATED, THEN ANALYSIS CONTINUES ACCORDING TO TEST METHOD.



American Radiation Services, Inc.

Laboratory Analysis Report

Prepared For:

Trace Analysis, Inc.
Nell Green
6701 Aberdeen Ave, Ste. 9
Lubbock, TX 79424
Phone: 806-794-1296

Fax: 806-794-1298

hality Assurance Review

Danny L. Coleman Laboratory Manager



1 (800) 401-4277 • Fax (225) 927-6822

ARS Tracking Number:

ARS-00-1267

Project Name:

N/A

Client I.D.:

157006

ARS Sample I.D.:

ARS-00-4963

Date Sampled:

10/24/00

Date Received:

11/1/00

Time Sampled:

N/A

Time Received

0930

Type of Sample:

Solid

Date of Report

11/6/00

| Analysis Description | Analysis Result | Analysis Error ±2σ | Detection Limit | Analysis Units | Analysis Test Method | Analysis Date & Time | Analysis Technician |
|-------------------------|--------------------|--------------------------|--------------------|-------------------|-------------------------|-------------------------|------------------------|
| Ra-226 | 18.40 | 1.86 | 0.55 | pCi/gm | EPA 901.1M | 11/02/00 1536 | RB |
| Ra-228 | 0.57 | 0.15 | 0.07 | pCi/gm | EPA 901.1M | 11/02/00 1536 | RB |
| Pb-210 | 6.18 | 1.62 | 0.68 | pCi/gm | EPA 901.1M | 11/02/00 1536 | RB |
| Total Activity | 72.27 | N/A | N/A | pCi/gm | EPA 901.1M | 11/02/00 1536 | RB |
| | | | | | · | | |

duality Assurance Review

Notes: American Radiation Services, Inc assumes no liability for the use or interpretation of any analytical results provided other than the cost of the performed analysis itself. Reproduction of this report in less than full requires the written consent of the client.



1 (800) 401-4277 • Fax (225) 927-6822

ARS Tracking Number:

ARS-00-1267

Project Name:

N/A

Client I.D.:

157007

ARS Sample I.D.:

ARS-00-4964

Date Sampled:

10/24/00

Date Received:

11/1/00

Time Sampled:

N/A

Time Received

0930

Type of Sample:

Solid

Date of Report

11/6/00

| Analysis Description | Analysis Result | Analysis Error ±2σ | Detection Limit | Analysis Units | Analysis Test Method | Analysis Date & Time | Analysis Technician |
|-------------------------|--------------------|--------------------------|--------------------|-------------------|-------------------------|-------------------------|------------------------|
| Ra-226 | 47.28 | 2.50 | 0.76 | pCi/gm | EPA 901.1M | 11/02/00 1609 | RB |
| Ra-228 | BDL | N/A | 0.12 | pCi/gm | EPA 901.1M | 11/02/00 1609 | RB |
| Pb-210 | 15.72 | 2.44 | 0.91 | pCi/gm | EPA 901.1M | 11/02/00 1609 | RB |
| Total Activity | 147.84 | N/A | N/A | pCi/gm | EPA 901.1M | 11/02/00 1609 | RB |
| | | | | | | | |

Quality Assurance Review

Notes: American Radiation Services, Inc assumes no liability for the use or interpretation of any analytical results provided other than the cost of the performed analysis itself. Reproduction of this report in less than full requires the written consent of the client.



1 (800) 401-4277 • Fax (225) 927-6822

ARS Tracking Number:

ARS-00-1267

Project Name:

N/A

Client I.D.:

157008

ARS Sample I.D.:

ARS-00-4965

Date Sampled:

10/24/00

Date Received:

11/1/00

Time Sampled:

N/A

Time Received

0930

Type of Sample:

Solid

Date of Report

11/6/00

| Analysis Description | Analysis Result | Analysis Error ±2σ | Detection Limit | Analysis Units | Analysis Test Method | Analysis Date & Time | Analysis Technician |
|-------------------------|--------------------|--------------------------|--------------------|-------------------|-------------------------|-------------------------|------------------------|
| Ra-226 | 8.49 | 1.14 | 0.37 | pCi/gm | EPA 901.1M | 11/020/00 1544 | RB |
| Ra-228 | 0.41 | 0.14 | 0.04 | pCi/gm | EPA 901.1M | 11/02/00 1544 | RB |
| Pb-210 | 3.53 | 0.75 | 0.37 | pCi/gm | EPA 901.1M | 11/02/00 1544 | RB |
| Total Activity | 27.85 | N/A | N/A | pCi/gm | EPA 901.1M | 11/02/00 1544 | RB |
| | | | | | | | |

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Notes: American Radiation Services, Inc assumes no liability for the use or interpretation of any analytical results provided other than the cost of the performed analysis itself. Reproduction of this report in less than full requires the written consent of the client.



1 (800) 401-4277 • Fax (225) 927-6822

Notes:

Comments:

- 1.0) Soil and Sludge analysis are reported on a wet basis or an as received basis unless otherwise indicated.
- 2.0) The data in this report are within the limits of uncertainty specified in the reference method unless specified.
- 3.0) Modified analysis procedures are procedures that are modified to meet the certain specifications. An example may be the use of a water method to analyze a solid matrix due to the lack of an officially recognized procedure for the analysis of the solid matrix.
- 4.0) Derived Air Concentrations and Effluent Release Concentrations are obtained from 10 CFR 20 Appendix B.
- 5.0) Total activity is actually total gamma activity and is determined utilizing the prominent gamma emitters from the naturally occurring radioactive decay chains and other prominent radioactive nuclides. Total activity may be lower than actual total activity due to the extent of secular equilibrium achieved in the various decay chains at the time of analysis. The total activity is not representative of nuclides that emit soley alpha or beta particles.
- 6.0) Ra-228 is determined via secular equilibrium with its daughter, Actinium 228. (Gamma Spectroscopy only).
- 7.0) U-238 is determined via secular equilibrium with its daughter, Thorium 234. (Gamma Spectroscopy only).
- 8.0) All Gamma spectroscopy was performed utilizing high purity germanium detectors (HPGe).

Method References:

- 1.0) EPA 600/4-80-032, Prescribed Procedures for the Measurements of Radioactivity in Drinking Water, August 1980.
- 2.0) Standard Methods for the Examination of Water and Waste Water, 18th, 1992.
- 3.0) EPA SW-846, Test Methods for Evaluating Solid Waste, Third Edition, (9/86), (Updated through 1995).
- 4.0) EPA 600/4/79-020, Methods for Chemical Analysis of Water and Waste, March 1983.
- 5.0) HASL 300

Definitions:

| 1.0) | BDL | Analyte not detected because the value was below the detection limit. |
|-------|-----------------|--|
| 2.0) | ND | Not detected above the detection limit. |
| 3.0) | Detection Limit | The minimum amount of the analyte that ARS can detect utilizing the specific analysis. |
| 4.0) | В | Method Bank |
| 5.0) | D | Method Duplicate |
| 6.0) | MS | Matrix Spike |
| 7.0) | S | Spike |
| 8.0) | RS | Reference Spike |
| 9.0) | *SC | Subcontracted out to another qualified laboratory |
| 10.0) | NR | Not Referenced |
| 11.0) | N/A | Not Applicable |

Notes: American Radiation Services, Inc. assumes no liability for the use or interpretation of any analytical results provided other than the cost of the performed analysis itself. Reproduction of this report in less than full requires the written consent of the client.

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| Tel (8 Fax (8 1 (80 | 06) 794-1296 106) 794-1298 10) 378-1296 | | | • | | • | | | | | | F | ax (1 (8 | (915) (88) 5 | 585 88-3 | | | | | L | AB C | rder | ID# | | 70 | X | 516 | <u> </u> | ٤٧ | 21 | 1 | | | | |
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| LAB# | FIELD CODE | # CONTAINERS | Volume/Amount | | | Τ | 2 | T | | | | | | | | | | MTBE 8021B/602 | BTEX 8021B/602 TPH 418 1/TX1005 | <u> </u> | als Ag | tals Aç | TCLP Volatiles | TCI P Pesticides | | ol. 826 | emi. V | 82/608 | 8081 | 표 | C. | | .] | Turn Around Time if | |
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NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

October 13, 2000

Lori Wrotenbery
Director
Oil Conservation Division

George A. Friend Amec Earth and Environmental 8519 Jefferson, N.E. Albuquerque, NM 87113

RE: Phase 1 Investigation

Goodwin Treating Plant Facility SW/4 NW/4 S 31, T 18 S, R 37 E, NMPM, Lea County NM

Dear Mr. Friend:

The New Mexico Oil Conservation Division reviewed your proposal dated October 3, 2000 for a phase 1 investigation of the Goodwin Treating Plant. The phase 1 investigation services outlined are approved. As discussed in our phone conversations the sample analysis for two (2) potential asbestos samples will be run on the OCD State contract with Trace Analysis, Inc. (Trace). Please find enclosed the Bus schedule for several towns. The OCD has found this the most convenient way to ship samples to Trace.

Enclosed you will find a copy of a purchase document showing that \$6200.00 has been encumbered for the phase 1 investigation.

If you have any questions please contact me at 505-827-7153

Sincerely

Martyne J. Kieling

Environmental Geologist

Enclosure

Xc:

Hobbs District office

Lyn Hebert

Mike Matush, SLO

State of New Mexico Energy, Minerals and Natural Resources Department 01 Budget Fiscal Year

10/04/2000 13:55:48

Amount

6,200.00

Purchase/Commitment Review Form

Doc Type C Control Number AGRA EARTH & 93112 ENVIRONMENTAL INC. Vendor Name 8519 JEFFERSON NE Input by: Revlewed and ALBUQUERQUE, NM 87113 Address MANAYA 10/04/2000 Vendor Type CRS Cert Sent Vendor TIN Contact Mary Anaya 505/827-7150 Desc

Invoice to

Ship to OIL CONSERVATION DIVISION 2040 SOUTH PACHECO

OIL CONSERVATION DIVISION 2040 SOUTH PACHECO

SANTA FE, NM 87505

DFA Line SANTA FE, NM 87505

Total

Contract: 00-805-09-17658 Expires: 08/31/2001

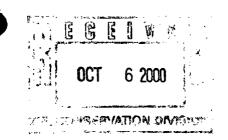
Object Number LGFS-Orq Amount Enc Nbr 6,200.00 01 0522 2501 Total 6,200.00 Article and Description Unit Price Item Qty Unit Encumber funds for environmental 6,200.0000 1 6,200.00 investigation of Goodwin

Treating Plant in Lea County

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

MEMORANDUM OF MEETING OR CONVERSATION

| | | | | · · | |
|--|--|-----------|---------------|---------------------------------------|-------------------------|
| Telephone | Personal | Time | 11:30 | Date | -13-00 |
| Originating Party | Martye K. | acling | Other Parties | Mike | Majush |
| Subject <u>Go</u> | odwin treat SW/4) NA | Ling Play | 1 1,7185 | , R37 E | , wmpm |
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| Conclusions or Agreen | nents Twill call | Leon | os Myre | | |
| Distribution 600 dw | in File | | Signed | Nortyn g | |





5 June 2000

A message from Peter Mason, Chief Executive, AMEC plc

With the recent completion of AMEC's merger with AGRA, it is my pleasure to extend my personal greetings and best wishes to our many new employees, clients and partners throughout North and South America.

Today I am pleased to be launching a new AMEC, a company that will focus the talents of our people onto the delivery of world-class professional services to all of our clients. I am also pleased to introduce you to AMEC's new corporate identity, which we will be adopting for our core operations over the course of the coming year.

Our merger with AGRA has introduced a wealth of talent and client relationships to AMEC, our French associate, SPIE S.A., and to our Morse Diesel companies in the United States. The enthusiasm of AGRA's people has further strengthened my determination to lead this group onto a different plane of performance.

We will be building on our success in developing long-term client relationships founded on mutual trust and respect. We will be harnessing and developing the portfolio of services and technologies available to the enlarged group. We will remain agile, innovative and open to listening and learning from our clients, shareholders, and above all, our own people.

We now move forward as one company, with one vision: to be the leading provider of engineering and service solutions for the world's manufacturing, infrastructure and process industries.

I look forward to working closely with Peter Janson, President and CEO of AMEC Inc., our operations in the Americas, and to continuing to work in partnership with you into the future.

AMEC plc

Peter Mudon



5 September, 2000

Re: A new Name for AGRA Earth & Environmental

We are pleased to inform you that AGRA Earth & Environmental has adopted a new name and corporate identity. We will now operate as AMEC, reflecting the company's recent merger with AMEC plc, ranked by *Engineering News Record* magazine as the world's largest international design firm.

AMEC is committed to drawing on location-specific knowledge and personalized service to deliver complete solutions. We can now offer you an increased depth and breadth of technical expertise and a stronger geographic presence.

AMEC plc provides services and engineering solutions to the world's infrastructure, manufacturing and process industries. AMEC employs 50,000 people in 40 countries with annual revenue exceeding \$8 billion. AMEC plc is traded on the London Stock Exchange under the symbol AMEC. AMEC's North American headquarters is in Toronto.

These are exciting days for our company, and our continuing strategy for growth and expansion will only improve our ability to deliver local service, backed up by global reach.

Please do not hesitate to call us if you have any questions about this announcement. We look forward to continuing to serve you in the future.

David A. Kondziolka, P.E.

AMEC unit manager

AMEC Earth & Environmental, Inc. 8519 Jefferson NE Albuquerque, NM 87113 Tel (505) 821-1801 Fax (505) 821-7371

www.amec.com



Uniting to deliver total life of asset support

AMEC plc

one company, one vision

One company

Our philosophy is to provide total life of asset support for our clients utilizing innovative and experienced multi-disciplinary project teams.

Following our recent merger with North American-based AGRA Inc., we are pleased to introduce AMEC's new global corporate identity.

Our resources, including our investment in France-based SPIE S.A.*, comprise a workforce of 50,000 people in more than 40 countries. We are committed to delivering business solutions and unlocking value for our clients through innovation and operational excellence.

* 41.6 per cent owned, with an option to acquire the balance in 2002.

with one vision

To be the leading provider of engineering and service solutions to the world's manufacturing, infrastructure and process industries.

To achieve this, we are investing in new technology. Our aim is to be the industry leader in the use of web-enabled capability and

speed simplicity transparency

A distinctive identity

A distinctive feature of our new identity is the AMEC Touchstone - a standard or criterion by which something is judged or recognized.

The touchstone expresses openness and clarity of purpose. It embodies our service ethos and provision of solutions. We work with our clients.

AMEC is a cohesive, global force, Come with us, and find out which meets the demands of customers and maximizes the return to its shareholders.

We are confident that our new identity will be associated with the delivery of value in a dynamic business world.

more at www.amec.com.











AMEC 8519 JEFFERSON NE ALBUQUERQUE NM 87113



New Mexico Oil Conservation Attn: Martyne Kieling 2040 S. Pacheco Santa Fe, NM 87505

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To Martyne Kieling

Company

Fax (505) 827-8177

Charge no

File no

Fax operator

Subject

From George Friend

Direct Tel 821-1801

Fax 821-7371 (505)

Pages 4 (inc. this page)

Date 10/3/00

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AMEC Earth & Environmental, Inc. 8519 Jefferson NE
Albuquerque, NM 87113
Tel (505) 821-1801
Fax (505) 821-7371
www.amec.com

This fax message is confidential. If you are not the intended recipient please notify us by telephone as soon as possible and either return the message by post or destroy it. If you are not the intended recipient, any use by you of its contents is prohibited.

3 October 2000 AMEC Proposal No PF00-0926

Oil Conservation Division 2040 South Pacheco Santa Fe, New Mexico 87505

Attention: Ms. Martyne Kieling

RE: SCOPE OF WORK

PHASE I INVESTIGATION

FORMER PETRO-THERMO CORPORATION GOODWIN TREATING PLANT FACILITY

LEA COUNTY, NEW MEXICO

AMEC Earth & Environmental, Inc. (AMEC) is pleased to provide you with this cost estimate to provide Phase I Investigation Services at the Goodwin Treating Plant located in Lea County, New Mexico. Scope of services were detailed in referenced Request for Proposal (RFP)

Acceptance of this proposal can be indicated by executing one copy in the space provided and returned to this office. This scope of work will follow the terms and conditions of AMEC's Site Maintenance and Monitoring Contract (PA No. 00-805-09-17658) awarded by the State of New Mexico, General Services Department. Where a specific item is warranted in the OCD scope of work and is not detailed in the GSA Contract, AMEC will use its most current Unit Fee Schedule.

All work performed at the site will conform with AMEC's Safety Policies and Procedures Manual. A site specific Health and Safety Plan (HASP) will be prepared prior to site mobilization. A record of safety topics covered and attendee list will be kept by AMEC and provided upon request. Safety meeting (tailgate meeting) will be held prior to commencing daily activities.

The Phase I Investigation scope of work will survey the referenced facility for the presence of natural occurring radioactive material (NORM) and collect samples from suspect asbestos materials. In addition, the content of the known on-site tanks will be evaluated to establish recycling or disposal options. Future phases of work may include the actual removal, recycle, or disposal of fluids/solids, equipment, and the characterization of on-site contaminates, if present.

Based on the number of uncertainties inherent in a project such as this, AMEC is unable to extend a fixed cost proposal. Instead, we are proposing a time and materials proposal.

It is anticipated that the project will begin on 10 October 2000 and continue for a period of 3 working days.



Oil Conservation Division Phase I Investigation Former Petro-Thermo Corporation Goodwin Treating Plant Facility Lea County, New Mexico 3 October 2000 AMEC Proposal No. PF00-0926

Phase I Services:

| Mobilization/Demobilization | |
|---|------------|
| 8 hours Senior Scientist @ \$75/hour | \$ 600.00 |
| 8 hours Senior Scientist @ \$75/hour | \$ 600.00 |
| 1,200 miles @ \$ 25/mile | \$ 300.00 |
| 6 man days per diem @ \$60/day | \$ 360.00 |
| Subtotal | \$1,860.00 |
| On-Site Activities | |
| 20 hours Senior Scientist @ \$75/hour | \$1,500.00 |
| 20 hours Senior Scientist @ \$75/hour | \$1,500 00 |
| 1 week Survey Equipment @ \$125/week | \$ 125.00 |
| Subtotal | \$3,125.00 |
| Reporting/HASP Preparation/Project Management | |
| 8 hours Senior Scientist @ \$75/hour | \$ 600.00 |
| 4 hours Clerical @ \$29/hour | \$ 116.00 |
| 4 hours Draftsman @ \$40/hour | \$ 160.00 |
| Subtotal | \$ 876 00 |
| | |

Should you have any questions, please feel free to contact our office.

Respectfully submitted,

AMER Earth & Environmental, Inc.

George A. Friend

Project Manager

Copies: Addressee (2)

Reviewed by:

Fred Schelby, P.E.

Manager of Engineering

Estimated Phase | Total \$5,861.00

AMEC Earth & Environmental, Inc. 8519 Jefferson, N E.

Albuquerque, New Mexico 87113

Telephone: 505/821-1801

Fax: 505/821-7371 www.amec.com

-371 P.04 F-12



Oil Conservation Division
Phase I Investigation
Former Petro-Thermo Corporation
Goodwin Treating Plant Facility
Lea County, New Mexico
3 October 2000
AMEC Proposal No. PF00-0926

Terms of payment are net 30 days. Payments not received within 30 days will be charged interest at the rate of 1.5 percent per month, an effective annual rate of 18 percent. If this matter is placed in the hands of an attorney for collection, the signatory agrees to pay, in addition to fees and interest due hereon, reasonable attorney's fees.

| Accepted for | Oil Conservation Division | | |
|------------------|--|--|--|
| , | (Organization responsible for payment) | | |
| By | | | |
| (Name and title) | | | |
| Signature | Date | | |

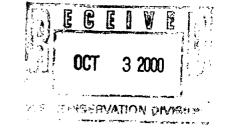


| Fax | ^ |
|---|---------------------------|
| To Martyne Kieling Company Oil Conservation Division | From George Friend |
| company Oil Conservation Division | Direct Tel 821-1801 |
| Fax 505-827-8177 | tax Ob. |
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| File no | Date 9/21/00 |
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28 September, 2000 AMEC Proposal No. PF00-0926

Oil Conservation Division 2040 South Pacheco Santa Fe, New Mexico 87505



Attention: Ms. Martyne Kieling

RE: SCOPE OF WORK

PHASE I REMEDIATION

FORMER PETRO-THERMO CORPORATION GOODWIN TREATING PLANT FACILITY

LEA COUNTY, NEW MEXICO

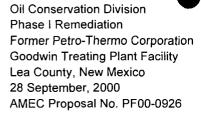
AMEC Earth & Environmental, Inc. (AMEC) is pleased to provide you with this cost estimate to provide Phase I Remediation Services at the Goodwin Treating Plant located in Lea County, New Mexico. Scope of services were detailed in referenced Request for Proposal (RFP).

Acceptance of this proposal can be indicated by executing one copy in the space provided and returned to this office. This scope of work will follow the terms and conditions of AMEC's Site Maintenance and Monitoring Contract (PA No. 00-805-09-17658) awarded by the State of New Mexico, General Services Department. Where a specific item is warranted in the OCD scope of work and is not detailed in the GSA Contract, AMEC will use its most current Unit Fee Schedule.

All work performed at the site will conform with AMEC's Safety Policies and Procedures Manual. A site specific Health and Safety Plan (HASP) will be prepared prior to site mobilization. A record of safety topics covered and attendee list will be kept by AMEC and provided upon request. Safety meeting (tailgate meeting) will be held prior to commencing daily activities.

The Phase I remediation scope of work will include the survey of the referenced facility for the presence of natural occurring radioactive material (NORM) and collect samples from suspect asbestos materials. In addition, the content of the known on-site tanks will be evaluated to establish recycling or disposal options. Future phases of work may include the actual removal, recycle, or disposal of fluids/solids, equipment, and the characterization of on-site contaminates, if present.

Based on the number of uncertainties inherited in a project such as this, AMEC is unable to extend a fixed cost proposal. Instead, we are proposing a time and materials proposal.





Phase I Services:

| Mobilization/Demobilization | |
|---|------------|
| 8 hours Senior Scientist @ \$75/hour | \$ 600.00 |
| 8 hours Norm Inspector @ \$75/hour | 600.00 |
| 1,200 miles @ \$.25/mile | 300.00 |
| 6 man days per diem @ \$60/day | 360.00 |
| Subtotal | \$1,860.00 |
| On-Site Activities | |
| 20 hours Senior Scientist @ \$75/hour | \$1,500.00 |
| 20 hours Norm Inspector @ \$75/hour | 1,500.00 |
| 1 week Norm Survey Equipment @ \$125/week | 125.00 |
| 2 samples asbestos @ \$20/each | 40.00 |
| Subtotal | \$3,165.00 |
| Reporting/HASP Preparation/Project Management | |
| 8 hours Senior Scientist @ \$75/hour | \$ 600.00 |
| 4 hours Clerical @ \$29/hour | 116.00 |
| 4 hours Draftsman @ \$40/hour | 160.00 |
| Subtotal | \$ 876.00 |
| Estimated Phase I Total (excluding NMGRT) | \$5,901.00 |

Should you have any questions, please feel free to contact our office.

Respectfully submitted,

AMEC Earth & Environmental, Inc.

George A. Friend

Project Manager

Reviewed by:

Fred Schelby, P.E

Manager of Engineering

FTS:nq

Copies: Addressee (2)

AMEC Earth & Environmental, Inc.

8519 Jefferson, N.E.

Albuquerque, New Mexico 87113

Telephone: (505) 821-1801

FAX: (505) 821-7371 www.amec.com



Oil Conservation Division
Phase I Remediation
Former Petro-Thermo Corporation
Goodwin Treating Plant Facility
Lea County, New Mexico
28 September, 2000
AMEC Proposal No. PF00-0926

| Accepted for | Oil Conservation Division | | |
|--------------|--|--|--|
| • | (Organization responsible for payment) | | |
| | | | |
| Ву | | | |
| | (Name and title) | | |
| | | | |
| Signature | Date | | |

NMPRC Corporation Information Inquiry

New Search

Public Regulation Commission

10/4/2000

AMEC EARTH & ENVIRONMENTAL, INC.

(NEVADA Corporation)

SCC Number: 1672195

Tax & Revenue Number:

Qualification Date: JUNE 06, 1994, in NEW MEXICO

Corporation Type: FOREIGN PROFIT

Corporation Status: ACTIVE

Good Standing: In GOOD STANDING through 10/15/2001

Purpose: ENGINEERING AND CONSULTING SERVICES

CORPORATION DATES

Taxable Year End Date: 07/30/99

Filing Date: 07/26/00

Expiration Date:

SUPPLEMENTAL POST MARK DATES

Supplemental: 10/07/94

Name Change:

Purpose Change:

MAILING ADDRESS

520 PIKE STREET SEATTLE, WASHINGTON 98101-4014

PRINCIPAL ADDRESS

217 WEST MANHATTAN AVE. SANTA FE NEW MEXICO 87501

PRINCIPAL ADDRESS (Outside New Mexico)

335 8TH AVENUE SW, STE 1900 CALGARY ALBERTA T2P 1C9

REGISTERED AGENT

C T CORPORATION SYSTEM

119 EAST MARCY SANTA FE NEW MEXICO 87501

Designation date: 07/26/00 Agent Post Mark Date: Resignation date:

COOP LICENSE INFORMATION

Number: Type: Expiration Year:

OFFICERS

President SLUSARCHUK, WILLIAM A.
Vice President BEECHINOR, JIM
Secretary OLYAN, ARNOLD H.
Treasurer OLYAN, ARNOLD H.

DIRECTORS

Date Election of Directors: 10/22/00

HANSEN, LAWRENCE
335-8TH AVENUE S.W. STE 1900 CALGARY, AB T2P 1C9
335-8TH AVENUE S.W. STE. 1900 CALGARY, AB T2P 1C9
MYERS, STEVEN
335-8TH AVENUE S.W. STE 1900 CALGARY, AB T2P 1C9
SLUSARCHUK, WILLIAM A 335-8TH AVENUE S.W. STE 1900 CALGARY, AB T2P 1C9

<u>Connect</u> Edit Terminal Help

ACTION: R SCREEN: EXP2 USERID: 1gin

09/28/00 04:22:52 PM

EXPENSE BUDGET INQUIRY

BUDGET FY= 01

FUND= 311

AGENCY= 521

ORGANIZATION= 2501

ACTIUITY=

FUNCTION=

OBJECT= 0522

DESCRIPTION: PROF. SERVICES CONTRACT(RPT.)

BUDGETED POSITIONS: 0.00

REV SOURCE REF 1: REU SOURCE REF 2:

STATUS IND: A SPENDING CONTROL IND:

APPROPRIATION UNIT: 05E

SUB-OBJECT OPTION:

REU SOURCE REF 3:

SERIES NUM:

BEGIN DAY AMOUNTS CURRENT AMOUNTS

APPROVED BUDGET: 500,000.00

500,000.00

500,000.00

CURRENT MODIFIED BUDGET: PRE-ENCUMBERED:

101,600.00

101,600.00

ENCUMBERED:

0.00

0.00

EXPENDED:

30,491.93

30,491.93

UNOBLIGATED:

469,508.07

UNCOMMITTED:

367,908.07

OIL CONSERVATION DIVISION

2040 South Pacheco Santa Fe, NM 87505 (505) 827-7133 Fax: (505) 827-8177



(PLEASE DELIVER THIS FAX)

| To: George Friend Fax Gost 821 |
|--|
| From: Martyne Kieling 827-7153 |
| Date: 9-18-00 |
| Number of Pages (Includes Cover Sheet) 105 7 |
| Message: George, Here is a Draft of What |
| we Have Been working on. Please Call me it |
| you Have any Questions. |
| Martyn & Mindy. |
| 1 1 mmy 1 mmy. |
| |

If you have any trouble receiving this, please call: (505) 827-7133

REQUEST FOR PROPOSALS

STATE OF NEW MEXICO

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

NEW MEXICO OIL CONSERVATION DIVISION

AUGUST 28, 2000

TABLE OF CONTENTS

| | | Page No. |
|------|--|----------|
| I. | INTRODUCTION | |
| | A. PURPOSE OF THIS REQUEST FOR PROPOSALS | 3 |
| | B. SUMMARY SCOPE OF WORK | 3 |
| | C. SCOPE OF PROCUREMENT | 3 |
| | D. PROCUREMENT MANAGER | 3 |
| | E. BACKGROUND INFORMATION | 4 |
| II. | CONDITIONS GOVERNING THE PROCUREMENT | 4 |
| Ш. | RESPONSE FORMAT AND ORGANIZATION | |
| | A. PROPOSAL ORGANIZATION | 8 |
| | B. LETTER OF TRANSMITTAL | 9 |
| IV. | FACILITY SITE INFORMATION | |
| | A. GENERAL SITE INFORMATION | 9 |
| | B. EQUIPMENT ON SITE | 10 |
| | C. ADDITIONAL SITE INFORMATION | 11 |
| V. | SPECIFICATIONS | |
| | A. TECHNICAL SPECIFICATIONS | 11 |
| | B. BUSINESS SPECIFICATIONS | 13 |
| | C. BUDGET | 13 |
| VI. | EVALUATION PROCESS | 15 |
| VII. | SEQUENCE OF EVENTS | 16 |
| | APPENDIX: | |
| | ACKNOWLEDGEMENT OF RECEIPT FORM | 18 |

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Oil Conservation Division of the Energy, Minerals and Natural Resources Department (EMNRD-OCD) is requesting proposals for cleanup and environmental remediation of a site known as the Goodwin Treating Plant.

B. SUMMARY SCOPE OF WORK

The contractor shall perform the work necessary to properly remediate/restore, in accordance with the rules of the EMNRD-OCD, the Goodwin Treating Plant located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico.

C. SCOPE OF PROCUREMENT

The scope of the procurement includes, but is not limited to:

- 1. the demolition of all buildings and foundations;
- 2. the removal of all equipment, material, trash and junk from the location and disposal in a manner approved by the EMNRD-OCD; and
- 3. the removal of all oilfield products or wastes at the site and disposal at an EMNRD-OCD-approved facility.

D. PROCUREMENT MANAGER

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

Ed Martin New Mexico Oil Conservation Division 2040 South Pacheco Santa Fe, New Mexico 87505 Phone: 505-827-7151

Fax: 505-827-8177

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. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other

state employees do not have the authority to respond on behalf of the Agency.

E. BACKGROUND INFORMATION

The Goodwin Treating Plant was closed, by order of the EMNRD-OCD, on March 26, 1996. The plant was inactive for a period in excess of six consecutive months prior to that date. This cleanup and environmental remediation is necessary to prevent waste, protect correlative rights, and protect fresh waters and the environment.

II. CONDITIONS GOVERNING THE PROCUREMENT

1. Prime Contractor Responsibility

Any contract that results from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the EMNRD-OCD. The EMNRD-OCD will make contract payments only to the prime contractor.

2. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

3. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

4. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

5. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the nonconfidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the State Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

6. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment or services offered until a valid written contract is awarded and approved by required authorities.

7. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in

whole or in part when the EMNRD-OCD determines such action to be in the best interest of the State of New Mexico.

8. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the contractor will effect such termination. The EMNRD-OCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final and binding.

9. Legal Review

The EMNRD-OCD requires that all offerors agree to be bound by the requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

10. Governing Law

The laws of the State of New Mexico shall govern this procurement and any agreement with offerors that may result.

11. Basis for Proposal

Only information supplied by the EMNRD-OCD in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

12. Contract Terms and Conditions

The contract between the EMNRD-OCD and a contractor will follow a format specified by the EMNRD-OCD. However, the EMNRD-OCD reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the EMNRD-OCD's terms and conditions, that offeror must propose specific alternative language. The EMNRD-OCD may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the EMNRD-OCD and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

13. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the EMNRD-OCD.

14. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the EMNRD-OCD and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

15. Offeror Qualifications

An evaluation committee, designated by the EMNRD-OCD, may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

16. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and doing so does not otherwise materially affect the

procurement. This right is at the sole discretion of the Evaluation Committee.

17. Change in Contractor Representatives

The EMNRD-OCD reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the EMNRD-OCD, meeting its needs adequately.

III. RESPONSE FORMAT AND ORGANIZATION

A. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- 1) Letter of Transmittal
- 2) Proposal Summary (optional)
- 3) Response to Technical Specifications
- 4) Response to Business Specifications
- 5) Offer Amount Including Technical Specifications Line Item and Total Cost
- 6) Offeror's Additional Terms and Conditions
- 7) Other Supporting Material (optional)

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they think may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

B. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- 1) identify the submitting organization;
- 2) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- 3) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- 4) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- 5) <u>explicitly</u> indicate acceptance of the Conditions Governing the Procurement stated in Section II.
- 6) be signed by the person authorized to contractually obligate the organization; and
- 7) acknowledge receipt of any and all amendments to this RFP.

IV FACILITY SITE INFORMATION

A. GENERAL SITE INFORMATION

The former Petro-Thermo Corporation, Goodwin Treating Plant facility is located in SW/4 NW/4 Section 31, Township 18 South, Range 37 East, NMPM Lea County, New Mexico. The State of New Mexico owns the surface. The facility consist of 23 tanks each with a buried drum or box sump, two large insulated treaters, 6 empty drums, burged pipes, an emergency overflow pit, a pile of tank-bottoms and associated equipment and trash including pipe, tires, catwalks, pump and motor. Utilities to be considered include power pole with transformer, junction box and a possible buried gas line. Depth to ground water has been estimated at 45 to 60 feet. The local ground water gradient is estimated to be toward the southeast.

B. EQUIPMENT ON SITE

| TANK # | VOLUME | TYPE | AMOUNT OF MATERIAL |
|--------|------------|-------------------------|--------------------|
| 1 | 500 bbl | redwood | empty |
| 101 | 500 bbl | steel bolted | 1 foot |
| 102 | 500 bbl | steel bolted | 2 feet |
| 103 | 500 bbl | steel bolted | empty |
| 104 | 500 bbl | steel bolted | 1.5 feet |
| 105 | 500 bbl | steel bolted | 1 foot |
| 106 | 500 bbl | steel bolted | 4 feet |
| 107 | 500 bbl | steel bolted | 1 foot |
| 108 | 500 bbl | steel bolted | 250 bbl |
| 109 | 500 bbl | steel bolted | 250 bbl |
| 110 | 500 bbl | steel bolted | 1 foot |
| 111 | 500 bbl | redwood | 500 bbl |
| 112 | 500 bbl | redwood | 500 bbl |
| 113 | 500 bbl | steel bolted gun barrel | l 8 feet |
| 114 | 500 bbl | redwood | 500 bbl |
| 115 | 200 bbl | redwood | 200 bbl |
| 116 | 200 bbl | redwood | 200 bbl |
| 117 | 200 bbl | redwood | 200 bbl |
| 118 | 200 bbl | redwood | 100 bbl |
| 121 | 500 bbl | redwood | 330 bbl |
| 122 | | poly | empty (acid) |
| 123 | 10,000 gal | welded horizontal | empty |
| #? | 1000 bbl | steel bolted | empty |

| ITEM | APPROXIMATE DIMENSIONS |
|------|------------------------|
| | |

Facility 350 feet x 350 feet
Emergency pit 60 feet x 60 feet
Tank-bottom pile 30 feet x 26 feet x 2 feet

C. <u>ADDITIONAL SITE INFORMATION</u>

Photos and a facility map are available upon request.

V. SPECIFICATIONS

A. <u>TECHNICAL SPECIFICATIONS</u>

The contractor shall:

- 1. Survey facility, tanks, treaters, and equipment for NORM.
- 2. Remove and recycle or dispose of fluids and solids in tanks.
- 3. Remove and recycle or dispose of all tank-bottom solids to an EMNRD-OCD-approved waste management facility.
- 4. Remove and recycle or dispose of all tanks, vessels, treaters, underground pipes, hardware, equipment and debris including pipes, drums, tires, catwalks, pumps and motors.
- 5. Investigate the extent of contamination beneath each tank and sump area.
- 6. Investigate extent of total petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, xylene (BTEX), benzene, and chloride within the emergency overflow pit. Samples will be taken at 3-5 feet below ground surface (bgs) and then at 10 foot intervals. Field photo ionization detector (PID) measurements will be used as a screening tool. A sample from each interval will be analyzed for TPH and chloride. A minimum of one sample from the highest PID sample location and one bottom hole sample will be sent for laboratory analysis to confirm the concentration and extent of BTEX. and benzene. Upon OCD-approval a chloride field test may be used to delineate the presence of chloride. If a field chloride test is approved for use, a minimum of one but no more than two samples will be sent for laboratory analysis to confirm the concentration and extent of chloride beneath the emergency pit.
- 7. Complete the borehole as a 2-inch ground water monitor well. The well completion will be as follows:

- a. At least 15 feet of well screen shall be placed across the water table interface with 5 feet of the well screen above the water table and 10 feet of the well screen below the water table.
- b. An appropriately sized gravel pack shall be set in the annulus around the well screen from the bottom of the hole to 2-3 feet above the top of the well screen.
- c. A 2-3 foot bentonite plug shall be placed above the gravel pack.
- d. The remainder of the hole shall be grouted to the surface with cement containing 3-5% bentonite.
- e. A concrete pad and locking well cover shall be placed around the well at the surface.
- f. The well shall be developed after construction using EPA approved procedures.
- 8. Sample the ground water no less than 24 hours after the well is developed. The ground water from the monitor well must be purged, sampled and analyzed for concentrations of benzene, toluene, ethylbenzene, xylene, polycyclic aromatic hydrocarbons (PAH), total dissolved solids (TDS), major cations/anions and New Mexico Water Quality Control Commission (WQCC) metals using EPA approved methods and quality assurance/quality control (QA/QC) procedures.
- 9. Remove surface contaminated soils that are in excess of 100 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. Surface soil removal may not exceed 5 feet of excavated depth.

Note: If upon investigation ground water is found to be in excess of 50 feet bgs removal of surface contaminated soils will be limited to those in excess of 1000 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. Surface soil removal may not exceed 5 feet of excavated depth.

10. Backfill excavations with clean soil to provide positive runoff. Soil will be back-

hauled and stockpiled on location during the soil contamination removal phase of the project.

Note: If further investigation and excavation is required the EMNRD-OCD may determine that back filling will not be required under this contract.

11. Prepare and deliver to EMNRD-OCD a final report that documents the facility cleanup, investigation and restoration activities.

B. <u>BUSINESS SPECIFICATIONS</u>

- 1. Offerors will examine all contract documents, noting particularly all stipulations that in any way affect contract work. Failure of an offeror to acquaint itself fully with the amount and nature of the work required to fulfill all terms of the contract documents will not be considered as a basis for extra compensation after a contract has been awarded.
- 2. If an offeror finds discrepancies, omissions or ambiguities in the contract documents, it will at once notify the EMNRD-OCD, which will send written corrections or explanations to all offerors. EMNRD-OCD will not be responsible for any oral instructions.
- 3. If an offeror's proposal substantially adds to, subtracts from or otherwise changes the provisions of this request, the proposal will be void.
- 4. Proposals must indicate acceptance of terms required by this RFP in a transmittal letter signed by the individual with authority to bind the entity to these requirements.

C. BUDGET

A line item budget, as shown below, will be included in each proposal (refer to Section V):

| TECHNICAL SPECIFICATION | TOTAL COST | |
|------------------------------|------------|--|
| 1. Facility Survey | \$ | |
| 2. Fluids and Solids Removal | \$ | |

| 3. Tank-bottoms Removal | \$ |
|--|----|
| 4. Tanks and Equipment Removal | \$ |
| 5. Surface Contamination Investigation | \$ |
| 6. Below-surface Contamination Investigation | \$ |
| 7. Well Completion | \$ |
| 8. Groundwater Sampling and Analysis | \$ |
| 9. Surface Contaminated Soil Removal | \$ |
| 10. Backfilling | \$ |
| 11. Final Report | \$ |
| Total | \$ |
| NM Gross Receipts Tax | \$ |
| Total Cost | \$ |

VI. <u>EVALUATION PROCESS</u>

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offeror proposals. Points will be awarded on the basis of the following evaluation factors:

| Specification Personal Persona | <u>oints</u> |
|--|--------------|
| Project Approach | 75 |
| 2. Project Plan | .150 |
| 3. Experience | |
| a. Proposed project staff members relevant experience | 150 |
| b. Offeror's organizational relevant experience | 175 |
| References | |
| 1. Corporate | 75 |
| 2. Staff | 75 |
| 5. Cost | . <u>300</u> |
| Total Points1 | ,000 |

B. EVALUATION FACTORS

1. PROJECT APPROACH - Up to 75 points will be awarded based upon an evaluation of the technical merit to the project approach including the thoroughness and

- applicability of the approach as measured against the elements of the detailed scope of work and the elements of the information paragraph.
- 2. PROJECT PLAN Up to 150 points will be awarded based upon an evaluation of offeror's proposed project plan including completeness, quality, and efficiency of the plan and an evaluation of the following areas: a. Project management methodology and action plan. b. Projected schedules and responsibilities of assigned staff. c. Identification of security and internal controls and checkpoints.
- 3. EXPERIENCE Up to 325 points (150 for project staff and 175 for corporate) will be awarded based upon an evaluation of offeror's corporate and proposed staff experience will be awarded based on the offeror's experience on similar projects and the skill level of staff proposal.
- 4. REFERENCES Up to 150 points for the offeror's references will be awarded based on the following:
 - a. Up to 75 points for the offeror's corporate references will be awarded upon client satisfaction including quality and timeliness of work performed for previous clients.
 - b. Up to 75 points for staff references will be awarded based upon an evaluation of the quality and timeliness of work performed for previous clients, the staff member's interpersonal skills and the comparability of the staff member's experience to the tasks to be performed in this project.
- 5. COST The evaluation of each offeror's cost proposal will be conducted using the following formula:
 - a. Lowest responsive offeror's total cost = 300 awarded points. Lowest responsive offeror's total cost divided by this offeror's total cost times 300 = this offer's awarded points.

C. EVALUATION PROCESS

The following paragraphs describe the process used to evaluate the submitted proposals.

- 1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- 2. The Procurement Manager may contact the offeror for clarification of the proposal.
- 3. The Evaluation Committee may use other sources of information to perform the

evaluation of the proposal.

4. Responsive proposals will be evaluated on the factors in Section VI, which have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsive offeror whose proposal is most advantageous to the EMNRD-OCD, taking into consideration the evaluation factors in Section VI, will be recommended for contract award to the State Purchasing Agent. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

VII. SEQUENCE OF EVENTS

| | Action | Responsibility | <u>Date</u> |
|----|-------------------------|-----------------------|-------------|
| 1. | Issue RFP | EMNRD-OCD | |
| 2. | Submission of Proposal | Offeror | |
| 3. | Proposal Evaluations | EMNRD-OCD | |
| 4. | Selection of Finalists | EMNRD-OCD | |
| 5. | Selection of Contractor | EMNRD-OCD | |
| 6. | Finalize Contract | EMNRD-OCD /Contractor | |

(The deadline for submittal of offers is.....?..... No offers will be accepted after the deadline. No offers sent to EMNRD-OCD by facsimile transmission will be considered responsive.)

APPENDIX

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with appendix.

| The acknowledgement of re no later than close of busing this form completed with the of all offeror written questing as RFP amendments, if any | ess on One indicated intention of one and the Agency's wr | only potential offerors who caubmitting a proposal will | elect to return receive copies |
|--|---|---|-----------------------------------|
| FIRM: | | | |
| REPRESENTED BY: | | | |
| TITLE: | PHO! | PHONE NO.: | |
| E-MAIL: | FAX NO. | : | |
| ADDRESS: | | | |
| CITY: | STATE: | ZIP CODE: | <u>-</u> |
| SIGNATURE: | | DATE: | |
| This name and address w Proposal. | vill be used for all cor | respondence related to the | Request for |

Firm does/does not (circle one) intend to respond to this Request for Proposals.

Ed Martin
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone 505-827-7151
Fax 505-827-8177